

Industrial Relations Act 1984
s55 Industrial Agreement



FIREFIGHTING INDUSTRIAL AGREEMENT 2019

Between the

Minister administering the State Service Act 2000

and the

United Firefighters Union of Australia Tasmania Branch



I PART I INTRODUCTION

I.1 TITLE

I.1.1 This Agreement shall be known as the Firefighting Industrial Agreement 2019.

I.2 INDEX

I PART I INTRODUCTION	2
I.1 TITLE	2
I.2 INDEX	2
I.3 APPLICATION	6
I.4 DATE AND PERIOD OF OPERATION	6
I.5 PARTIES BOUND	6
I.6 RELATIONSHIP TO AWARDS AND AGREEMENTS	6
I.7 DEFINITIONS	6
I.8 STATEMENT OF COMMITMENT AND PURPOSE	7
I.9 NO EXTRA CLAIMS	8
I.10 COMMITMENTS	8
2 PART 2 TERMS OF EMPLOYMENT	8
2.1 PROBATION PERIOD	8
2.2 APPOINTMENT OR PROMOTION TO NON-ROSTERED SHIFT WORK POSITIONS	8
2.3 PART-TIME EMPLOYMENT (INCLUDING JOB SHARING)	9
2.4 CASUAL EMPLOYMENT	9
3 PART 3 CLASSIFICATION AND CAREER PROGRESSION	10
3.1 STATION OFFICERS IN RECEIPT OF 123% SALARY RATE	10
3.2 TRANSLATION	10
3.3 CLASSIFICATION DESCRIPTORS FOR COMMUNICATIONS OFFICERS, FIREFIGHTERS OFFICERS	11
3.4 PROFESSIONAL DEVELOPMENT	21
3.5 TRAINING, DEVELOPMENT AND CAREER OPPORTUNITIES	22
3.6 PROMOTION AND ADVANCEMENT	22
3.7 FLEXIBILITY IN CLASSIFICATIONS AT FIRST CLASS AND SENIOR FIREFIGHTER CLASSIFICATIONS	22



4	PART 4 WAGES AND SALARY	23
4.1	SALARY INCREASES.....	23
4.2	NOVATED LEASES.....	23
4.3	CALCULATION OF WEEKLY WAGE RATE.....	24
4.4	WORK VALUE.....	24
4.5	SALARY SACRIFICE BY EMPLOYEES.....	26
4.6	PAYMENT TO ROSTERED SHIFT WORKERS FOR VOLUNTARY ATTENDANCE AT MEETINGS	26
5	PART 5 HOURS OF WORK AND OVERTIME	27
5.1	INTERSTATE DEPLOYMENTS.....	27
5.2	INTERNATIONAL DEPLOYMENTS.....	29
5.3	ORDINARY WORKING HOURS.....	30
5.4	TIME OFF IN LIEU OF OVERTIME.....	31
5.5	FACILITATIVE PROVISIONS – HOURS OF WORK.....	31
5.6	REASONABLE HOURS.....	31
5.7	NON-ROSTERED SHIFT EMPLOYEES, HOURS OF WORK AND OVERTIME.....	32
5.8	OVERTIME-PART TIME EMPLOYEES.....	35
5.9	FIRE WATCHING DUTIES	35
5.10	RUN-ONS.....	35
5.11	CALL BACK OF PERSONNEL.....	35
5.12	CHANGES OF SHIFT.....	36
5.13	NOTIFICATION OF TRANSFER TO NON ROSTERED SHIFT WORK.....	36
5.14	WORK ROSTER.....	36
5.15	WORKING HOURS AT EMERGENCY INCIDENTS OUTSIDE NORMAL BRIGADE RESPONSE AREA – ROSTERED SHIFT EMPLOYEES	36
6	PART 6 DISTRICT OFFICER HOURS OF WORK AND OVERTIME	37
6.1	STATEMENT OF COMMITMENT AND PURPOSE.....	37
6.2	HOURS OF WORK.....	37
6.3	MEAL BREAK.....	38
6.4	PLANNED WORK.....	38
6.5	UNPLANNED WORK.....	38
6.6	OVERTIME	38
6.7	RECALL.....	39
6.8	MANAGING TIME.....	39



6.9	RECORDING OF HOURS.....	39
6.10	MAXIMUM ACCUMULATION OF HOURS.....	39
7	PART 7 BREAKS.....	40
7.1	PAID MEAL BREAKS FOR NON-ROSTERED SHIFT EMPLOYEES.....	40
7.2	MEAL BREAK.....	40
8	PART 8 ALLOWANCES AND REIMBURSEMENTS	40
8.1	NON CAREER BRIGADE ALLOWANCE FOR FIRST CLASS AND SENIOR FIREFIGHTERS.....	40
8.2	MEAL ALLOWANCE – DAY TRAVEL.....	40
8.3	MEAL ALLOWANCES FOR ROSTERED SHIFT EMPLOYEES UNDERTAKING RELIEF IN ANOTHER REGION.....	41
8.4	AVAILABILITY.....	41
8.5	ANNUALISATION OF LEAVE LOADING.....	42
8.6	OVERTIME MEAL ALLOWANCE.....	42
8.7	PAYMENT OF DRIVERS LICENCE ENDORSEMENTS.....	43
8.8	REIMBURSEMENT OF CHILD CARE COSTS WHERE DIRECTED TO WORK OUTSIDE NORMAL HOURS	43
8.9	HIGHER DUTIES ALLOWANCE.....	43
8.10	PAYMENT OF HIGHER DUTIES DURING PERIODS OF LEAVE.....	44
8.11	TRAVEL ALLOWANCE	44
8.12	CLEANING OF UNIFORMS AND PROTECTIVE CLOTHING	49
9	PART 9 LEAVE.....	49
9.1	PERSONAL LEAVE.....	49
9.2	EDUCATION LEAVE	54
9.3	ABSENCE MANAGEMENT.....	55
9.4	RECREATION LEAVE.....	55
9.5	CHANGES TO RECREATION LEAVE	57
9.6	ABSENCES WITHOUT LEAVE.....	57
9.7	CASHING OUT OF RECREATION LEAVE	57
10	PART 10 FLEXIBILITY & WELLNESS	58
10.1	EMPLOYEE WELLBEING	58
10.2	FAMILY-FRIENDLY WORKING ARRANGEMENTS.....	58
11	PART 11 CONDUCT, CONSULTATION, AND DISPUTE RESOLUTION.....	58
11.1	CODE OF ETHICS.....	58



11.2	GRIEVANCES AND DISPUTE SETTLING PROCEDURE	59
11.3	CONSULTATION PROCESS.....	59
11.4	DISTRICT OFFICER CONSULTATION PROCESS.....	60
11.5	CHANGE MANAGEMENT	60
11.6	EXCESSIVE WORKLOADS	61
11.7	HARASSMENT, BULLYING AND DISCRIMINATION IN THE WORKPLACE.....	61
11.8	DISTRICT OFFICER CONFIDENTIALITY.....	61
12	PART 12 OPERATIONS.....	62
12.1	EMERGENCY COMMUNICATIONS CENTRE.....	62
12.2	STAFFING ARRANGEMENTS	62
12.3	CREW SIZES.....	62
12.4	DUTY STATION.....	62
12.5	HAND OVER OF SHIFTS.....	63
12.6	MINOR REPAIRS AND PREVENTATIVE MAINTENANCE.....	63
12.7	STATION OFFICER DUTIES AND RESPONSIBILITIES.....	63
13	PART 13 MISCELLANEOUS.....	64
13.1	EMAIL AND INTERNET ACCESS	64
13.2	WORKPLACE UNION DELEGATES.....	64
13.3	MESSING FACILITIES.....	65
13.4	REFRESHMENTS	66
13.5	DISTRICT OFFICER VEHICLE USAGE AND AVAILABILITY	66
13.6	REISSUED CLOTHING.....	66
13.7	UNION MEETINGS.....	66
14	SIGNATORIES.....	67
15	SCHEDULES	68
15.1	SCHEDULE 1 - SALARIES AND TRANSLATION.....	68
15.2	SCHEDULE 2 - TIME OFF IN LIEU POLICY.....	73
15.3	SCHEDULE 3 - PAYMENT TO ROSTERED SHIFT WORKERS FOR VOLUNTARY ATTENDANCE AT MEETINGS.....	74
15.4	SCHEDULE 4 - MINOR REPAIRS AND PREVENTATIVE MAINTENANCE.....	76
15.5	SCHEDULE 5 - DAILY WORK PROGRAM.....	77



1.3 APPLICATION

- 1.3.1 This Agreement is made in respect of employees covered by the Tasmanian Fire Fighting Industry 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.
- 1.3.2 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*

1.4 DATE AND PERIOD OF OPERATION

- 1.4.1 This Agreement cancels and replaces the Tasmanian Fire Fighting Industry Employees Industrial Agreement 2014 which was registered on 26 May 2015, the Tasmanian Fire Fighting Industry Employees Industrial Agreement 2016 which was registered on 31 March 2017, and the Tasmanian Fire Fighting Industry Employees Industrial Agreement 2018 which was registered on 20 August 2019.
- 1.4.2 This Agreement applies with effect from 1 July 2019 and will remain in force until 30 June 2021.
- 1.4.3 The parties agree to commence negotiations for a replacement agreement on or before 31 March 2021.

1.5 PARTIES BOUND

- 1.5.1 This Agreement is between the Minister administering the *State Service Act 2000* and the United Firefighters Union of Australia Tasmania Branch ('the union').

1.6 RELATIONSHIP TO AWARDS AND AGREEMENTS

- 1.6.1 This Agreement prevails to the extent of any inconsistency that occurs between this Agreement and the Tasmanian Firefighting Industry Employees Award, or any registered Agreement with the Minister administering the *State Service Act 2000*.

1.7 DEFINITIONS

Agreement means the Firefighting Industrial Agreement 2019

Award means the Tasmanian Firefighting Industry Employees Award ('the Award')

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



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)

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:

A spouse, or 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:

- a. Have a relationship as a couple; and
- b. Are not married to one another or related by family.

A child or an adult child (including an adopted child, step child or ex-nuptial child), parent (including foster parent, step parent or legal guardian), grandparent, grandchild, sibling or step sibling of the employee or the employee's spouse.

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

Personal Leave Year means 12 months of continuous paid employment from the commencement of employment including periods of paid leave.

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 ('the union')

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.

1.8 STATEMENT OF COMMITMENT AND PURPOSE

1.8.1 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.



1.8.2 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.

1.8.3 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.

1.9 NO EXTRA CLAIMS

1.9.1 The parties to this Agreement undertake that, for the life of this Agreement, they will not initiate any additional claims regarding salary or conditions of employment.

1.10 COMMITMENTS

1.10.1 The parties commit that:

- a. During the life of this Agreement neither party will take action to vary the Award unless by consent; and
- b. During the life of this Agreement work will be undertaken to modernise the Award; and
- c. The parties will work to implement incorporation of employees covered by the Tasmania Fire Service (Tasfire Equipment) Industrial Agreement into the Firefighting Industrial Agreement during the life of the agreement.
- d. The Department of Police Fire and Emergency Management will review the allowances that were specified in the application TIC matter T14727 of 2019 UFUA v MASSA 2000.

2 PART 2 TERMS OF EMPLOYMENT

2.1 PROBATION PERIOD

2.1.1 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.

2.1.2 Failure to successfully complete the probation period may result in termination of service.

2.2 APPOINTMENT OR PROMOTION TO NON-ROSTERED SHIFT WORK POSITIONS

2.2.1 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.



- 2.2.2 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 that nothing in this provision will restrict an employee's right to apply for promotion to a higher classified position.

2.3 PART-TIME EMPLOYMENT (INCLUDING JOB SHARING)

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

2.3.2 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.

2.3.3 Entitlements

- 2.3.3.1 A part-time employee is entitled to wages and 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.
- 2.3.3.2 A part-time employee is entitled to payment of expense-related allowances at the same rate as that applying to an equivalent full-time employee.

2.4 CASUAL EMPLOYMENT

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

2.4.2 Definition

- 2.4.2.1 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.

2.4.3 Entitlements

- 2.4.3.1 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



- 2.4.3.2 A casual employee is entitled to payment of expense-related allowances at the same rate as that applying to an equivalent full-time employees.
- 2.4.3.3 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.
- 2.4.3.4 A casual employee is to be engaged by the hour with a minimum payment of three hours for each day worked.

3 PART 3 CLASSIFICATION AND CAREER PROGRESSION

3.1 STATION OFFICERS IN RECEIPT OF 123% SALARY RATE

- 3.1.1 This clause relates to a previous salary rate for Station Officers (123% salary rate) which has been removed and incorporated in the new salaries.
- 3.1.2 Commencing 6 April 2020 an employee not in receipt of the 123% salary rate will not be entitled to receive the 123% salary rate.
- 3.1.3 Prior to the date of registration of this agreement Station Officers advanced to the 123% salary rate based on assuming responsibility for at least two functional areas as determined by the Tasmanian Fire Service and gaining the necessary competencies identified by the Tasmania Fire Service to effectively undertake those functional areas. Station Officers who receive the 123% salary rate on 6 April 2020 will continue to receive the 123% salary rate while appointed as a Station Officer and provided they have responsibility for at least two functional areas as determined by the Tasmanian Fire Service and the necessary competencies identified by the Tasmania Fire Service to effectively undertake those functional areas.
- 3.1.4 Station Officers who are entitled to receive the 123% post 6 April 2020 will continue to receive the salary increases payable in accordance with clause 4.1.1 of this Agreement.
- 3.1.5 The parties agree that when there are no employees in receipt of the 123% salary rate the clause will be removed.

3.2 TRANSLATION

- 3.2.1 In this clause translation refers to the process of moving from the previous classification structure under the Tasmanian Fire Fighting Industry Employees Award to the new classification structure under this Agreement.
- 3.2.2 This agreement includes a revised classification structure and promotion points reflected in Schedule 1. The changes for employees are:
- Employees at the level of District Officer will translate to Senior District Officer upon and with effect from the fppcooa 1 December 2019;
 - Employees at the level of Supervisor Firecomm will translate to Supervisor Communications 2 with effect from the fppcooa 1 December 2019;



- c. Employees at the level of Senior Firefighter will translate to Senior Firefighter year 2 with effect from the ffpcooa 1 December 2019;
- d. Employees who hold the units required for Senior Firefighter (Advanced) and Senior Communications Officer and Station Officer Year 2 may be assessed upon application following the date of registration of this Agreement;
- e. Employees at the level of Leading Communications Officer will translate to Leading Communications Officer year 2 upon registration of this Agreement;
- f. Promotion points to achieve the ranks of Leading Firefighter and Senior Station Officer, in addition to Station Officer and District Officer;
- g. Advancement to Senior Firefighter (Advanced), Senior Communications Officer and Station Officer Year 2 is by way of achievement of competencies demonstrated by way of assessment.

3.2.3 Following the registration of this agreement the employer will undertake a review of the training records of all employees in the Senior Firefighter, Communications Officer (after 36 months) and Station Officer classification at the date of registration. The purpose of the review will be to identify employees that have completed the units required for advancement to the classifications of Senior Firefighter (Advanced), Senior Communications Officer and Station Officer Year 2 respectively. The employees who are identified as possessing the units for advancement will be invited to make an application. This process does not preclude any employee making an application independent of the review.

3.2.4 Senior Firefighter, Communications Officer and Station Officer assessed as having completed the required units for advancement to Senior Firefighter (Advanced), Senior Communications Officer and Station Officer Year 2 in accordance with 3.2.3 will be back paid to the date of registration of this agreement.

3.3 CLASSIFICATION DESCRIPTORS FOR COMMUNICATIONS OFFICERS, FIREFIGHTERS OFFICERS

3.3.1 These classification descriptors are intended to generally describe the role of each classification within the organisation, and the type and level of work performed by each classification. They are not intended to be prescriptive or restrict the duties that may be allocated to a particular classification. Each descriptor is intended to be read as a whole. In particular, the level of work (ie task, tactical, strategic) should be read together with the work that is described (eg emergency response, incident management, management).



3.3.2 Movement Between Levels

- 3.3.2.1 Movement between the levels will be via Progression, Advancement or Promotion.
- 3.3.2.2 Eligibility for advancement, but not promotion, is to be on the basis of formal assessment of skills acquired and utilised that are required by the Tasmania Fire Service for the rank or classification. These skills are to be certified to in writing as part of the assessment process.
- 3.3.2.3 Where assessment is delayed through no fault of the employee, the eligible date is not to be changed and the increase, if any, will be paid retrospectively to that date.

3.3.3 Definitions

The classification descriptors set out in this subclause apply only to classifications in the firefighter and communications classification structures:

Strategic level - Work at the strategic level is predominantly focused on long term plans, goals, or objectives. It usually involves responsibility for managing a program of work aimed at achieving strategic goals. Generally, strategic level work deals with whole of service or broader service areas, rather than an isolated station or brigade. An example of strategic level work in the response environment includes managing a group of brigades in a district to maintain volunteer capability. An example of strategic level work in the capability environment includes the management of air operations across the state to ensure organisational capability is maintained.

Tactical level - Work at the tactical level is predominantly focused on short and medium term plans, goals, or objectives. It usually involves responsibility for managing a program of work aimed at achieving tactical goals. Generally, tactical level work deals with components of a strategic program of work and/or smaller service areas, such as a station. Examples of tactical level work in the response environment include leading a crew to contain a structure fire, or managing shift rosters to ensure capability is maintained or managing a shift at a station. Examples of tactical level work in the capability environment include providing support to a brigade chief to manage capability within the brigade.

Task level - Work at the task level is predominantly focused on immediate or short term goals. It usually involves responsibility for achieving tactical outcomes through the performance of defined pieces of work. Examples of task level work in the response environment include operating rescue equipment to remove a vehicle roof, driving an appliance vehicle, establishing decontamination, mopping up a fire, observing a building evacuation. Examples of task level work in the capability environment include delivering training or conducting fuel reduction burns as part of a crew.

Lead - Provides guidance, instruction and direction in achieving key results and outcomes. This term is usually used to refer to leading a crew in emergency response.

Manage - Organise, plan, control and direct activities in achieving desired outcomes, including the development of workforce capability. Management can be undertaken at the tactical or strategic level. Management can refer to the day to day responsibilities for a program of work, crew or



team, or incident management. Managing includes training, mentoring and supervision of employees.

Co-ordinates means the systematic acquisition and application of resources (organisational, human, financial and physical) to achieve an outcome.

Mentoring means guiding, coaching, and advising.

Station means fire station within a brigade, group, or district

District means defined geographical area within a region encompassing volunteer and or career brigades and groups of volunteer brigades such as South Esk, Launceston, Hobart, East Coast, Mersey, South West.

Functional Area means area / unit of the TFS that does not have emergency incident response as its core role, examples include Air Operations, Community Education, Bushfire Risk.

Response Environment means the response environment involves operational work, usually undertaken within stations or brigades or in incident management teams with the prime function of responding to emergency incidents to mitigate the impact on people, property and the environment. Work in the response environment usually involves shift work and the application of operational doctrine.

Capability Environment means the capability environment involves non-operational work aimed at supporting the organisation and/or community's ability to respond to emergency incidents, to mitigate the risk of damage caused by emergency incidents, and to undertake the organisation's non-operational statutory functions. Work in the capability environment usually occurs within a functional area, involves non-rostered shift work in an office or office like environment. It may include the application of organisational or state service policies, procedures, or plans.

Subject Matter Expert (SME) means a person who has increased knowledge, skills and experience in relation to a particular job or topic above practitioner level, i.e. the standard qualified level.

Specialist means highly skilled in a specific and restricted field.

Organisation means Tasmania Fire Service

Unit - Structured training unit that contributes to a qualification, competency or skill set required by the Organisation.

Progression means salary increment movement based upon years of service and satisfactory performance.

Advancement means salary increment movement available without promotion subject to achieving units identified by the organisation as required for advancement.

Promotion means appointment based on a merit selection process.



3.3.4 Firefighter and Officer Classification Descriptors

3.3.4.1 Firefighter Year 1

Firefighters Year 1 are entry level firefighters.

- Operate at the task level.
- Initially the primary role is the achievement of required training.
- After initial training is completed, primary role is to work as a member of a team to prepare for and respond to emergency incidents and undertake mitigation tasks.
- Firefighter Year 1 are assigned to a station.
- Training is undertaken in the capability and the response environments.
- Work is undertaken in the response environment.
- In response environments the focus is on preparing for and undertaking emergency response and mitigation activities.
- In capability environments the sole focus is on undertaking training.
- Undertake duties under direct supervision with specific direction.

3.3.4.2 Firefighter Year 2 & 3

Firefighters Year 2 have successfully completed 12 months' satisfactory employment at Firefighter Year 1 and achieved units established by the organisation for advancement. Firefighters Year 3 after have successfully completed 12 months' satisfactory employment at Firefighter Year 2 and achieved units established by the organisation for advancement.

- Operate primarily at the task level.
- Primary role is to work as a member of a team to prepare for and respond to emergency incidents and undertake mitigation tasks.
- Mentor less experienced employees in emergency response, preparation, and mitigation tasks.
- Achieve required competencies for progression to First Class Firefighter.
- Are usually assigned to a station and may be assigned to a functional area.
- Work primarily in response environments and sometimes capability environments.
- In response environments the focus is on preparing for and undertaking emergency response and mitigation activities.
- In capability environments the focus is on organisational programs.
- Initially, undertakes a variety of routine emergency response, preparation, and mitigation tasks under direct supervision and general direction.
- As training and experience increases, undertakes a greater range of emergency response, preparation and mitigation tasks under general supervision and general direction.
- Exercises initiative and sound judgement in performing duties.



3.3.4.3 Firefighter Year 4 (First Class)

Firefighter Year 4 (First Class) have successfully completed 3 years' satisfactory employment and successfully achieved the units established by the organisation for advancement to Firefighter Year 4 (First Class).

- Operate primarily at the task level.
- Primary role is to work as a member of a team to prepare for and respond to emergency incidents and undertake mitigation tasks.
- Train and mentor less experienced employees in emergency response, preparation, and mitigation tasks.
- Continue to achieve the required competencies for progression to Senior Firefighter.
- Are assigned to a station or functional area.
- Work primarily in response and sometimes capability environments.
- In response environments the focus is on preparing for and undertaking emergency response and mitigation activities.
- In capability environments the focus is on organisational capability and organisational programs.
- May provide specialist advice and subject matter expertise.
- Works under general supervision and general direction.
- Exercises initiative and sound judgement in performing duties.

3.3.4.4 Senior Firefighter

Senior Firefighters are experienced firefighters who have successfully achieved units established by the organisation for advancement to Senior Firefighter.

- Operate primarily at the task level.
- Primary role is to work as a member of a team to prepare for and respond to emergency incidents and undertake mitigation tasks.
- Train, mentor and supervise less experienced employees in emergency response, preparation, and community fire safety activities.
- Are assigned to a station or functional area.
- Work primarily in response and sometimes capability environments.
- In response environments the focus is on preparing for and undertaking emergency response and mitigation activities.
- In capability environments the focus is on organisational capability and organisational programs.
- May provide specialist advice and subject matter expertise.
- Works under general supervision and general direction.
- Exercises initiative and sound judgement in performing duties.



3.3.4.5 Senior Firefighter Year 2

Senior Firefighters Year 2 are Senior Firefighters who have successfully completed 12 months' satisfactory employment at the Senior Firefighter classification.

3.3.4.6 Senior Firefighter (Advanced)

Senior Firefighters (Advanced) are Senior Firefighters who have completed specified units of the Leading Firefighter training established by the organisation for advancement to Senior Firefighter (Advanced).

- Operates primarily at the task level, but may be required to operate at the tactical level within the limits of their training.
- Primary role is to work as a member of a team to prepare for and respond to emergency incidents and undertake mitigation tasks.
- Trains, mentors and supervises less experienced employees in emergency response, preparation, and mitigation tasks.
- Are assigned to a station or functional area.
- Work in response or capability environments.
- In response environments the focus is on preparing for and undertaking emergency response and mitigation activities.
- In capability environments the focus is on organisational capability, organisational programs and limited contribution to statutory functions.
- Provides specialist advice and subject matter expertise (SME).
- Works under limited supervision and general direction.
- Exercises initiative and sound judgement in performing duties.
- SME may be required to undertake activities including training at a local or regional level.

3.3.4.7 Leading Firefighter

Leading Firefighters are experienced firefighters who have successfully achieved units established by the organisation for promotion, and who have been appointed, to Leading Firefighter.

- Operate primarily at the task level, but may be required to operate at the tactical level from time to time.
- Primary role is to work as a member of a team to prepare for and respond to emergency incidents and undertake mitigation tasks.
- Train, mentor and supervise less experienced employees in emergency response, preparation, and mitigation tasks.
- Are assigned to a station or functional area.
- Work in response or capability environments.
- In response environments the focus is on preparing for and undertaking emergency response and mitigation activities.
- In capability environments the focus is on organisational capability, organisational programs and statutory functions.



- Provide specialist advice and subject matter expertise (SME).
- May be required to take charge of a crew in response to sectorised incidents and in conducting fuel reduction burns.
- May be required to undertake activities within the organisation at a local, regional or State level, particularly for SME.
- Work under limited supervision and direction.
- Qualified and should be prepared to act as Station Officer.
- Exercise initiative and sound judgement in performing duties.

3.3.4.8 Station Officer Year 1

Station Officers are supervisors who possess qualifications required by the organisation for promotion, and who have been appointed, to Station Officer.

- Operates primarily at the tactical level.
- Primary role is to lead and manage assigned resources (including human, physical, financial)
- Station Officers are assigned to a station, geographic district or functional area
- Work in response or capability environments
- In response environments the focus is on frontline operations and involves preparing for and leading emergency response and incident management
- In capability environments the focus is on coordinating and maintaining organisational capability and statutory functions.
- Provides specialist advice and subject matter expertise (SME)
- May be required to represent the organisation at a local, regional and state level, particularly for SME.
- Works under limited supervision and direction
- Exercises initiative and sound judgement in performing duties.

3.3.4.9 Station Officer Year 2

Station Officer Year 2 are Station Officers who have completed 12 months' satisfactory employment at Station Officer classification and who have achieved the training requirements as required by the organisation to assume responsibility for functional areas and/or roles within a district, region or State, additional to the responsibilities of Station Officers required for advancement.

3.3.4.10 Senior Station Officer

Senior Station Officers are experienced supervisors who possess qualifications required by the organisation for promotion, and who have been appointed to Senior Station Officer.

- Operates primarily at the tactical level but may be required to operate at a more strategic level from time to time.
- Primary role is management and leadership of assigned resources (including human, physical, financial).



- Senior Station Officers are assigned to a station, geographic district or functional area.
- Work in response or capability environments.
- In response environments the focus is on frontline operations and involves preparing for and leading emergency response, incident management and the management of shift resources for a group of stations.
- In capability environments the focus is on coordinating and maintaining organisational capability and statutory functions.
- Provides specialist advice and subject matter expertise.
- May be required to represent organisation at a local, regional and state level (particularly for SME).
- Works under limited supervision and direction.
- Exercises initiative and sound judgement in performing duties.
- Senior Station Officers are qualified and should be prepared to act as a District Officer.

3.3.4.11 District Officer

District Officers are managers who possess qualifications required by the organisation for promotion, and who have been appointed to District Officer.

- Operate primarily at the strategic operational level.
- Primary role is leadership and management of assigned resources (human, physical and financial)
- Works in the response and capability environment.
- Coordinates and maintains organisational capability and statutory functions.
- Provides specialist advice and subject matter expertise (SME).
- Represents organisation primarily at district and sometimes regional level.
- May be required to represent the organisation at a State and national level, particularly for SME.
- Works autonomously with limited supervision and limited direction.
- Exercises initiative and sound judgement in performing duties.
- Should be prepared to act in executive level positions.

3.3.4.12 Senior District Officer

Senior District Officers are District Officers who have successfully completed 12 months' satisfactory employment at District Officer classification.

3.3.5 Communications Classification Descriptions

3.3.5.1 Communications Officer Year 1

Communications Officer Year 1 are entry level communications officers.

- Operates at the task level.



- Initially the primary role is the achievement of required training.
- After initial training is completed, the primary role is to receive communications, dispatch resources and provide information upon request, and achieve required competencies for progression.
- Training is undertaken in the capability environment and the response environments.
- Work is undertaken in the response environment.
- In the capability environment the focus is on undertaking training.
- In the response environment the focus is on receiving communications, dispatching resources and providing information upon request.
- Undertakes duties under direct supervision with specific direction.

3.3.5.2 Communications Officer Years 2 3 & 4

Communications Officers Year 2 have successfully completed 12 months' at Communications Officer Year 1 and achieved units established by the organisation for Communication Officers for advancement. Communications Officers advance each year to Communications Officer Year 3 and Year 4 after successful completion of 12 months' satisfactory employment and successful achievement of the units established by the organisation for Communications Officers.

- Operate primarily at the task level.
- Primary role is to receive communications, dispatch resources and provide information upon request, and achieve required competencies for progression.
- Work in the response environment.
- Train and mentor less experienced Communications Officers.
- Initially undertake a variety of routine tasks under direct supervision and general direction.
- As training and experience increases undertake more complex tasks under general supervision and general direction.
- Exercise initiative and sound judgement in performing duties.

3.3.5.3 Senior Communications Officer

Senior Communications Officers are Communications Officers who have been at the classification of Communications Officer Year 4 for a period of 12 months and have successfully achieved units required by the organisation for promotion to Leading Communications Officer.

- Operate primarily at the task level, but may be required to operate at the tactical level from time to time.
- Primary role is to receive communications, dispatch resources and provide information upon request, and achieve required competencies for progression.
- Train and mentor less experienced Communications Officers.
- Undertakes a variety of routine tasks under limited supervision and general direction.
- Undertakes complex tasks under general supervision and general direction.



- May be required to act up as Leading Communications Officer.

3.3.5.4 Leading Communications Officer

Leading Communications Officer are senior communications officers who have achieved units required by the organisation for promotion, and who have been appointed to Leading Communications Officer.

- Operate primarily at the task level, but may be required to operate at the tactical level from time to time.
- Primary role is to receive communications, dispatch resources and provide information upon request, and to supervise a shift.
- Work in both response and capability environments.
- In response environments the focus is on the day to day operations of the communications centre.
- In capability environments the focus is on undertaking projects related to the activities of the communications centre.
- Train and supervise less experienced employees.
- May be required to take charge of the communications centre during periods of high operational activity.
- Is qualified and should be prepared to act as Supervisor Communications.
- Exercise initiative and sound judgement in performing duties.

3.3.5.5 Leading Communications Officer Year 2

Leading Communications Officer Year 2 are Leading Communications Officers who have successfully completed 12 months' satisfactory employment at the Leading Communications Officer classification.

3.3.5.6 Supervisor Communications

Supervisor Communications are supervisors who have achieved competencies required by the organisation for promotion, and who have been promoted to Supervisor Communications.

- Supervises the effective operation of the state-wide communications centre and related activities.
- Operates primarily at the tactical level.
- Primary role is to lead and manage assigned resources (including human, physical and financial).
- Works in the capability environment.
- Focus is on coordinating and maintaining organisational capability and statutory functions.
- Provides specialist advice.
- Represents the organisation at the state and national level.
- Works under limited supervision and direction.
- Exercises initiative and sound judgement in performing duties.



3.3.5.7 Supervisor Communications Year 2

Supervisor Communications Year 2 are Supervisor Communications who have successfully completed 12 months' satisfactory employment at the Supervisor Communications classification.

3.3.6 Trial period for promotion

3.3.6.1 For Leading Firefighter, Station Officer, Senior Station Officer, District Officer classifications achieved through promotion, a six month trial period from the date of promotion must be successfully completed. If approved by the Chief Officer, the employee may be appointed permanently to the classification. If the employee is not appointed permanently after six months, the employee may be granted an additional three months trial period after which, if approved by the Chief Officer, the employee may be appointed permanently to the classification. If the employee is still not appointed at that time, the employee is to resume the classification formerly occupied.

3.3.7 Other position titles

3.3.7.1 The above classification structure incorporates advancement for employees whose position descriptions are Fire Safety Officers/Consultants, Training Officers, Field Officers or Fire Investigation Officers at their assigned ranks in addition to classifications specifically mentioned.

3.4 PROFESSIONAL DEVELOPMENT

3.4.1 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.

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

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

3.4.3 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.

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



3.4.5 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.

3.4.6 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.

3.5 TRAINING, DEVELOPMENT AND CAREER OPPORTUNITIES

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

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

3.6 PROMOTION AND ADVANCEMENT

3.6.1 The parties agree that all career brigade employees are required to advance through the firefighter classifications to Senior Firefighter within a reasonable timeframe. The minimum timeframe is that specified in the classification descriptors of this Agreement. 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.

3.7 FLEXIBILITY IN CLASSIFICATIONS AT FIRST CLASS AND SENIOR FIREFIGHTER CLASSIFICATIONS

3.7.1 This clause relates to a previous allowance for First Class and Senior Firefighters (2% allowance) which has been removed and incorporated in the new salaries.

3.7.2 Commencing from 6 April 2020 no employee will become entitled to the 2% allowance provided in this clause.

3.7.3 Only employees in receipt of the 2% allowance provided in this clause at 6 April 2020 may continue to be entitled to the 2% allowance provided in this clause.

3.7.4 The 2% allowance is an allowance of 2% of the employee's annual salary rate payable to employees classified as Senior Firefighter or First Class Firefighter in a career brigade when the employee is currently competent and required by the employer to undertake one or more of the responsibilities in a technical discipline described below.



- 3.7.5 Prior to the date of registration of this agreement employees classified as Senior Firefighter or First Class Firefighter in a career brigade were paid the allowance when competent and required by the employer to undertake one or more of the following responsibilities in a technical discipline. Those employees will continue to receive the allowance following the date this agreement is registered provided they remain competent and required by the employer to undertake one or more of the following responsibilities in a technical discipline. The allowance is to apply for all hours worked.

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

- 3.7.6 The employer may identify additional technical disciplines that may be included in the above list following discussions with the UFU.
- 3.7.7 For clarity, where an employee in receipt of the 2% allowance advances to the classification of Leading Firefighter the allowance is not payable.

4 PART 4 WAGES AND SALARY

4.1 SALARY INCREASES

- 4.1.1 Salaries will increase as follows:

- 2.3% per annum with effect from the first full pay period commencing on or after (ffppcooa) 1 December 2019.
- 2.3% per annum with effect from the ffppcooa 1 December 2020.

- 4.1.2 Schedule 2 of this Agreement sets out the annual rates of pay effective ffppcooa 1 December 2019 and ffppcooa 1 December 2020 for employees covered by the Tasmanian Firefighting Industry Employees Award.

4.2 NOVATED LEASES

- 4.2.1 Employees may elect to salary sacrifice a proportion of their salary for the novated lease of a motor vehicle subject to compliance with any Tasmanian or Commonwealth government directive and legislation.



- 4.2.2 All salary sacrifice arrangements are to be administered by an organisation nominated by the employer following consultation with unions.
- 4.2.3 All fringe benefits tax, other tax liabilities, and/or direct administrative costs incurred by a salary sacrifice arrangement under this clause is the employee's responsibility and does not create any employer liability.
- 4.2.4 The salary payable to an employee who enters into a salary sacrifice arrangement is the salary payable under that arrangement.
- 4.2.5 Payment of an accrued leave entitlement, or in lieu of notice, made to an employee who ceases employment and employer and employee superannuation contributions and overtime and penalty payments are based on the salary that would have been payable had the salary sacrifice agreement not existed.
- 4.2.6 An employee who withdraws from a salary sacrifice arrangement is required to comply with the requirements of the administrator of that arrangement.

4.3 CALCULATION OF WEEKLY WAGE RATE

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

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

4.4 WORK VALUE

- 4.4.1 The parties agree that the classification descriptors and classification structure has changed with this Firefighting Industrial Agreement 2019 and that the salaries and conditions provided for in previous awards, agreements and this agreement reflect that employees have been compensated for work that is being undertaken and/or provided for within the classifications. 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:

- 4.4.1.1 Any level of training or response to:

- (a) Technical and heavy, domestic and industrial rescue incidents;
- (b) All elements of chemical, biological, radiological and nuclear incidents;
- (c) Marine pollution incidents;
- (d) Forensic recovery as part of Road Accident Rescue incidents;
- (e) Terrorist and chemical, biological, radiological and incendiary incidents;
- (f) Storm and flood damage; and
- (g) Urban search and rescue

- 4.4.2 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;

- 4.4.3 Participation and use of workplace feedback systems;



- 4.4.4 Undertaking fire mapping duties;
- 4.4.5 Undertaking triage at bushfire incidents;
- 4.4.6 Inspection of fire and smoke doors;
- 4.4.7 Undertaking of sales and marketing duties in support of TFS commercial activities;
- 4.4.8 The assessment of performance based solutions as part of building safety responsibilities;
- 4.4.9 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;
- 4.4.10 Training and participation in all facets of air operations;
- 4.4.11 Participating in training and undertaking the role of a specialist instructor for employees above Pay point 6;
- 4.4.12 Undertaking fire management planning responsibilities;
- 4.4.13 Providing advice in relation to planning and development applications;
- 4.4.14 Undertaking specialist workplace accident investigation responsibilities within Tasmania Fire Service workplaces.
- 4.4.15 Rescue competencies involving the extrication of entrapped persons from motor vehicles and urban search and rescue. 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;
- 4.4.16 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.
- 4.4.17 Development of specialist and subject matter expertise in technical disciplines, operational areas, and/or functional areas.
- 4.4.18 Delivery and coordination of training, particularly as subject matter experts.
- 4.4.19 Additional responsibilities utilising specialist and subject matter expertise.
- 4.4.20 In Firecomm:
 - (a) Data entry into the Australian Incident Reporting System and associated report production;
 - (b) Provision of a mapping support service to operational staff; and
 - (c) Participation in special projects as required.



4.5 SALARY SACRIFICE BY EMPLOYEES

4.5.1 Superannuation

- 4.5.1.1 An employee may elect to salary 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.
- 4.5.1.2 Administrative costs incurred as a result of an employee entering into or amending a salary sacrifice agreement will be met by the employee.
- 4.5.1.3 Salary for all purposes, including superannuation for employees entering into salary sacrifice agreement, will be determined as if a salary sacrifice agreement did not exist.
- 4.5.1.4 Salary sacrifice agreements will be annual with employees being able to renew, amend or withdraw. An employee may withdraw at any time from a salary sacrifice agreement

4.5.2 Other Benefits

- 4.5.2.1 An employee may elect to sacrifice a proportion of their award salary for non-salary (excluding novated lease of vehicles) and superannuation benefits subject to compliance with any Tasmanian or Commonwealth government directive and legislation.
- 4.5.2.2 Any Fringe Benefit Tax or direct administrative costs incurred as a result of a salary sacrifice arrangement will be met by the employee.
- 4.5.2.3 Salary for all purposes, for employees entering into a salary sacrifice arrangement, will be calculated as if the salary sacrifice arrangement did not exist.
- 4.5.2.4 Salary sacrifice arrangements will be annual based on the Fringe Benefit Reporting Year with employees being able to renew, amend or withdraw. An employee may withdraw from a salary sacrifice arrangement at any time.

4.6 PAYMENT TO ROSTERED SHIFT WORKERS FOR VOLUNTARY ATTENDANCE AT MEETINGS

- 4.6.1 The parties agree that the conditions outlined in Schedule 3 are to apply when a rostered shift employee voluntarily undertakes one of the activities contained in Schedule 3, including activities associated with youth justice, during time off.



5 PART 5 HOURS OF WORK AND OVERTIME

5.1 INTERSTATE DEPLOYMENTS

The object of this clause is to ensure that an employee who, by agreement, participates in an interstate deployment is appropriately compensated for meals, accommodation, incidental expenses and additional hours worked.

5.1.1 Hours of Work and Overtime – Rostered Shift Employees

5.1.1.1 Where a rostered shift employee deploys to an emergency incident interstate. The following will apply:

5.1.1.2 The employee's normal rostered hours of duty is to change 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.

5.1.1.3 An employee participating on an interstate deployment will not be paid less than the weekly wage rate they would have received had they not been on deployment.

5.1.1.4 An employee who works in excess of their hours of duty they would have worked had they not been on deployment is to be paid at overtime rates for those additional hours worked.

5.1.1.5 An employee who works in excess of 12 hours per day is to be paid at overtime rates for those additional hours worked.

5.1.1.6 Provided that where subclause 5.1.1.4 and 5.1.1.5 of this clause apply an employee is not to receive in aggregate more than the equivalent of double the normal rate of pay ie. overtime.

5.1.1.7 Travel time from the interstate accommodation to the interstate incident site is to be counted as time worked.

5.1.2 Hours of Work and Overtime – Non Rostered Shift Employees and District Officers

5.1.2.1 The hours of work provisions set out in 5.7 of the Agreement are to apply.

5.1.2.2 Travel time from the interstate accommodation to the interstate incident site is to be counted as time worked.

5.1.2.3 Overtime is to be paid in accordance with 5.7.6.2



5.1.3 Other Conditions

- 5.1.3.1 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.
- 5.1.3.2 Prior to payment of overtime and travelling time, an employee is required to submit a claim form approved by the TFS Liaison Officer.
- 5.1.3.3 Time spent travelling
 - 5.1.3.3.1 This provision applies only to time spent travelling between Tasmania and the host State. The provision does not apply to travel between accommodation and incident site.
 - 5.1.3.3.2 Time spent travelling from Tasmania to the nominated area of operations in the host State and return during normal working hours will be treated as normal work. Time spent travelling outside normal working hours is to be paid at single time.
 - 5.1.3.3.3 Time spent travelling from Tasmania to the host State and return is to be paid single time with a maximum of 8 hours in any day to be recognised and paid for travelling. Provided that where travel time from Tasmania to the host State and return exceeds 8 hours in any day the Employer may authorise the payment of actual time spent travelling. Time spent travelling does not apply to time spent in accommodation that may be required during travel to or from the home state.
 - 5.1.3.3.4 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 5.1.3.3 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;
- 5.1.3.4 Employees on recreation leave or long service leave
 - 5.1.3.4.1 Employees on recreation leave or long service leave should not normally participate in an interstate deployment unless exceptional circumstances exist.
 - 5.1.3.4.2 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.



5.1.3.4.3 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.

5.1.3.5 Accommodation, Meals and Incidental Expenses

5.1.3.5.1 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. The employee is to receive the incidental expenses allowance of \$19.70 payable per overnight stay.

5.1.3.5.2 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 travel allowance expense for overnight accommodation, meal allowances and incidental expenses incurred calculated in accordance with the tables in 8.1.1.2.1 of this agreement.

5.2 INTERNATIONAL DEPLOYMENTS

The object of this clause is to ensure that an employee who, by agreement, participates in an international deployment is appropriately compensated for all travel time, meals, accommodation, incidental expenses, camping, additional hours worked and overtime.

5.2.1 Hours of Work, Overtime and Allowances

5.2.1.1 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. In addition to salary for the ordinary weekly hours an employee on international deployment is to receive a payment of international deployment allowance of \$410 per day for the duration of the international deployment in lieu of all travel time, all allowances and all overtime and will be paid on rostered days off ('the international deployment allowance').

5.2.1.2 The international deployment allowance will be calculated on a daily basis (by reference to Tasmanian local time), from the date of departure from Tasmania to the date of return to Tasmania, or the date the deployment concludes where it is agreed the employee stay on overseas or interstate, inclusive of those dates.

5.2.1.3 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.



5.2.1.4 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.

5.2.1.5 Prior to payment of the international deployment allowance an employee is required to submit a claim form approved by the Tasmanian Contingency Leader.

5.2.2 Employees on recreation leave or long service leave

5.2.2.1 Employees on recreation leave or long service leave should not normally participate in international deployments unless exceptional circumstances exist.

5.2.2.2 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.

5.2.2.3 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.

5.2.3 Accommodation, Meals and Incidental Expenses

5.2.3.1 Accommodation and meals are ordinarily provided during deployment and the employee is required to use the accommodation (which may include camping) and meals provided.

5.2.3.2 Where meals or accommodation are not provided and it is necessary for an employee to purchase their meals, accommodation and/or meet incidental expenses:

- a. The employee is to use the international deployment allowance to cover the meals and incidental expenses; and
- b. If prior approval is obtained from the Tasmanian Contingency Leader, the employee is entitled to reimbursement of reasonable actual expenses for the accommodation upon production of receipts.

5.3 ORDINARY WORKING HOURS

5.3.1 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.

5.3.2 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.



5.4 TIME OFF IN LIEU OF OVERTIME

5.4.1 The parties are to adopt the 'time off in lieu' (TOIL) policy included as Schedule 2.

5.5 FACILITATIVE PROVISIONS – HOURS OF WORK

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

5.5.1 Agreements may be reached in relation to:

- (a) 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;
- (b) 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.
- (c) 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.

5.5.2 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.

5.5.3 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.

5.6 REASONABLE HOURS

5.6.1 The following clause is to be inserted into relevant awards:

5.6.2 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.

5.6.2.1 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:

- (a) any risk to the employee's health and safety;
- (b) the employee's personal circumstances including any family responsibilities;
- (c) the requirement to maintain minimum staffing levels for emergency response



- (d) other needs of the employer;
- (e) the notice given (if any) by the employer of the overtime and by the employee of his or her intention to decline it; and
- (f) 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 Schedule 2 of this Agreement.

5.7 NON-ROSTERED SHIFT EMPLOYEES, HOURS OF WORK AND OVERTIME

5.7.1 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:

5.7.2 Hours of Work

Employees working non-rostered shift work 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.

5.7.3 Meal Break

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

5.7.4 Planned Break

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 5.7.5 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.

5.7.5 Unplanned Work

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

5.7.6 Overtime

5.7.6.1 Requirement to work overtime

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



5.7.6.2 Time of working overtime

Overtime is all time worked:

- a. 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
- b. 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:
 1. Monday to Friday overtime is to be paid for all time worked in excess of 8 hours.
 2. Saturdays, Sundays and Public Holiday 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.

5.7.6.3 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.

5.7.6.4 Recall

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

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):



5.7.6.4.1 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.

5.7.6.4.2 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.

5.7.6.4.3 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.

5.7.6.4.4 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.

5.7.6.5 Managing Time

5.7.6.5.1 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.

5.7.6.5.2 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.

5.7.6.6 Recording of Hours

5.7.6.6.1 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.

5.7.6.7 Maximum Accumulation of Hours

5.7.6.7.1 Under the above provisions for non-rostered shift employees, a non-rostered shift employee can accumulate hours either by:

- a. working in excess of 320 hours in an eight week cycle (excess hours);
- b. taking time off in lieu of overtime (TOIL).



5.7.6.7.2 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.

5.7.6.7.3 Where an employee has more than 40 hours accumulated:

- a. any further hours worked in excess of the 320 hour, eight week cycle will be forfeited; and/or
- b. any approved overtime worked will be paid and cannot be taken as TOIL.

5.7.6.7.4 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.

5.8 OVERTIME-PART TIME EMPLOYEES

5.8.1 Overtime will only be available to part time employees when:

5.8.2 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

5.8.3 An employee is required to work under emergency situations and receives less than 24 hours' notice of the requirement to work overtime.

5.9 FIRE WATCHING DUTIES

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

5.10 RUN-ONS

5.10.1 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.

5.10.2 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.

5.11 CALL BACK OF PERSONNEL

5.11.1 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.



5.12 CHANGES OF SHIFT

Employer-initiated shift change:

- 5.12.1 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:

- 5.12.2 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.
- 5.12.3 A change of shift must only be arranged with an officer or firefighter on the same Pay point 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.
- 5.12.4 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.

5.13 NOTIFICATION OF TRANSFER TO NON ROSTERED SHIFT WORK

- 5.13.1 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.

5.14 WORK ROSTER

- 5.14.1 The work roster set out in Schedule 5 is to be implemented from the beginning of the first full pay period that commences on or after 1 July 2002.

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

- 5.15.1 Where a rostered shift employee is responded to an emergency incident outside the employee's normal brigade response area, the following will apply.
- 5.15.2 When responded for one shift normal award conditions apply.



- 5.15.3 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.
- 5.15.4 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.
- 5.15.5 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.
- 5.15.6 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.

6 PART 6 DISTRICT OFFICER HOURS OF WORK AND OVERTIME

This Part applies to employees occupying a position of District Officer only.

6.1 STATEMENT OF COMMITMENT AND PURPOSE

- 6.1.1 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.
- 6.1.2 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.
- 6.1.3 It is not the intention that any parties will be disadvantaged as a result of this section.

6.2 HOURS OF WORK

- 6.2.1 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.



6.3 MEAL BREAK

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

6.4 PLANNED WORK

- 6.4.1 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.

6.5 UNPLANNED WORK

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

6.6 OVERTIME

- 6.6.1 Overtime will be paid:

- a. 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
- b. 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

- 6.6.2 Where a District Officer is recalled to work unplanned work in line with the recall provisions for District Officers and:

- a. unplanned work commences after a District Officer 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 the District Officer planned to work; or
- c. 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, wholly, as TOIL on an hour for hour basis.



6.7 RECALL

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

- 6.7.1 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.
- 6.7.2 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.
- 6.7.3 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.

6.8 MANAGING TIME

- 6.8.1 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.
- 6.8.2 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.

6.9 RECORDING OF HOURS

- 6.9.1 In order to manage planned work, unplanned work, overtime arrangements and the balancing of a 40 hours 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 the relevant manager which has been completed in an approved format.

6.10 MAXIMUM ACCUMULATION OF HOURS

- 6.10.1 Under the above provisions for District Officers, a District Officer can accumulate hours either by:
 - a. working in excess of an average 40 hours in any week (accumulated hours); or
 - b. taking time off in lieu of overtime (TOIL).



- 6.10.2 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.

7 PART 7 BREAKS

7.1 PAID MEAL BREAKS FOR NON-ROSTERED SHIFT EMPLOYEES

- 7.1.1 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.

7.2 MEAL BREAK

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

8 PART 8 ALLOWANCES AND REIMBURSEMENTS

8.1 NON CAREER BRIGADE ALLOWANCE FOR FIRST CLASS AND SENIOR FIREFIGHTERS

- 8.1.1 First Class Firefighters and Senior Firefighters who undertake work at their substantive classification in areas outside career brigades will be paid a 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.
- 8.1.2 For clarity, where an employee in receipt of the 2% allowance advances to a classification of Leading Firefighter the allowance is not payable.

8.2 MEAL ALLOWANCE – DAY TRAVEL

- 8.2.1 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 sub 8.3.2 if:
- a. in respect of breakfast, duties are commenced not less than one and a half hours before employee's normal starting time; and
 - b. in the case of dinner, duties are performed for not less than one and a half hours after the employee's normal finishing time.
- 8.2.2 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.



8.3 MEAL ALLOWANCES FOR ROSTERED SHIFT EMPLOYEES UNDERTAKING RELIEF IN ANOTHER REGION

- 8.3.1 A rostered shift employee who is required to undertake rostered shift work for a single shift in a Region other than in the Region in which their duties are normally located and;
- a. Receives notification 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
 3. Is required to purchase breakfast or an evening meal
- is entitled to payment of the meal allowances prescribed in subclause 8.3.2 of this clause if:
- a. in respect of breakfast, duties are commenced not less than one and a half hours before employee's normal starting time; and
 - b. in the case of dinner, duties are performed for not less than one and a half hours after the employee's normal finishing time.

8.3.2 Meal Allowance – Rates

Meal	Rate of Allowance
Breakfast	\$14.10
Dinner	\$26.95

- 8.3.2.1 The rates contained above are derived from the Australian Taxation Office (ATO) Taxation Determination TD2019/11, 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.
- 8.3.2.2 A rostered shift employee is not to receive an incidental expenses allowance when undertaking relief in another Region in accordance with this clause.

8.4 AVAILABILITY

- 8.4.1 The employer may require an employee to hold himself/herself available for a reasonable period of time, with a minimum period of 24 hours.
- 8.4.2 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.
- 8.4.3 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.
- 8.4.4 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.



8.4.5 Where an employee is required to:

- a. be on an availability roster or to hold himself/herself available for a specified period of time;
- b. be fit for duty;
- c. be readily contactable; and
- d. be able to resume duty and/or return to workplace as soon as practicable;

8.4.6 An employee required to be available is to be paid \$3.52 per hour each hour the employee is required to be available.

8.4.7 Where an employee is on an availability roster, the employee is to continue to receive the availability allowance during a period of recall.

8.4.8 Where an employee is required to hold himself/herself available for a specified period of time, and:

- a. 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
- b. 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.

8.4.9 Where the employee has commenced recall work for a specified period of time, the employee has completed their requirement for availability.

8.4.10 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.

8.4.11 The availability allowance provided at clause 8.4.6 in this Agreement will be automatically adjusted upward effective from the 1 July each year by the same percentage as the salary rate the Firefighter Year 4 (First Class) classification has increased between 1 July in the preceding year and 30 June of that year.

8.5 ANNUALISATION OF LEAVE LOADING

8.5.1 Recreation leave loading is to be annualised and paid fortnightly.

8.6 OVERTIME MEAL ALLOWANCE

8.6.1 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 in 8.6.2.

8.6.2



Meal	Rate of Allowance
Breakfast	\$14.10
Lunch (or midday meal)	\$15.85
Dinner (or evening meal)	\$26.95

The rates contained above are derived from the Australian Taxation Office (ATO) Taxation Determination TD2019/11, 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.

- 8.6.3 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.
- 8.6.4 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.

8.7 PAYMENT OF DRIVERS LICENCE ENDORSEMENTS

- 8.7.1 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.

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

- 8.8.1 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.

8.9 HIGHER DUTIES ALLOWANCE

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



8.9.2 Entitlement

8.9.2.1 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.

8.9.3 Short term relief roster for rostered employees

8.9.3.1 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.

8.9.4 Promotion

8.9.4.1 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 trial 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.

8.9.5 Payment during leave

8.9.5.1 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.

8.10 PAYMENT OF HIGHER DUTIES DURING PERIODS OF LEAVE

8.10.1 The parties agree that where a rostered shift employee receiving an allowance under 8.9 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.

8.11 TRAVEL ALLOWANCE

8.11.1 Travelling

The object of this clause is to ensure that an employee who is required to undertake work related travel and who is required to remain away from home overnight is to be provided with accommodation, meals and incidental expenses without incurring out of pocket expenses.



8.11.2 Travel Allowance Expense for Overnight Accommodation, Meal Allowances and Incidental Expenses

8.11.2.1 An employee who is required to undertake work related travel requiring overnight accommodation is to be paid a travel allowance for expenses incurred calculated in accordance with the following tables:

Overnight Accommodation	
Accommodation Venue	Overnight Accommodation Rate
Adelaide	\$157.00
Brisbane	\$175.00
Canberra	\$168.00
Darwin	\$220.00
Melbourne	\$173.00
Perth	\$180.00
Sydney	\$188.00
Tasmania	\$147.00

Meal Allowances (Preceding or following an overnight absence)		
Breakfast	Applicable 7.00am – 8.30am	\$28.15
Lunch	Applicable 12.30 – 2.00pm	\$31.65
Dinner	Applicable 6.00pm – 7.30pm	\$53.90
Incidental Expenses		
Payable per overnight stay:		\$20.05

8.11.2.2 The rates contained in the tables above are derived from the Australian Taxation Office Taxation (ATO) Determination TD2019/11, Table I. These rates are to be adjusted from 1 July each year in accordance with the appropriate ATO determination. The accommodation component of the allowance is derived from the capital city rate for each State within that Determination.



8.11.3 Pre-Booking and Payment of Accommodation

8.11.3.1 The employer may enter into an arrangement with a commercial provider (hotel, motel or serviced apartment) for the provision and payment of accommodation on behalf of an employee.

8.11.3.2 In such cases the accommodation component of the Travel Allowance Expense will not be paid.

8.11.4 Payment of Actual Travel Expense

8.11.4.1 The employer and an employee may enter in an arrangement whereby it is agreed that the actual cost of accommodation and/or expenditure on meals incurred in the course of business are to be paid upon the verification of such receipts as may be tendered in support of the claim.

8.11.4.2 In such cases the accommodation and/or meal allowances prescribed in paragraph 8.11.2 of this clause are not to be paid but the actual accommodation and/or meal expenses incurred in the course of business travel are to be reimbursed to the employee.

8.11.4.3 An employee who has entered into an arrangement in accordance with subclause 8.11.2 above is to be paid the Incidental Expenses Allowance as prescribed in subclause 8.11.2.1.

8.11.4.4 The employer may provide alternative methods of payment of travel expenses, such as through use of a corporate credit card.

8.11.4.5 Where an employee is required to remain away from home and stays overnight in a tent, standing camp, hut, shelter or other similar type of accommodation or in employer-owned or arranged accommodation the employee is entitled to a camping allowance based on the standard of accommodation provided. The camping allowance is payable in lieu of the accommodation component of the travel allowance. The employee is not entitled to a camping allowance when commercial accommodation has been provided.

8.11.5 Payment for Employee Choice

8.11.5.1 An employee may choose not to stay in accommodation for which the employer has a commercial arrangement in which case the employee is to be paid the rates prescribed in paragraph 8.11.2 of this clause.

8.11.5.2 The employer may require the employee to provide evidence by way of receipt that a commercial accommodation (hotel, motel or serviced apartment) expense was incurred.

8.11.5.3 An employee may choose not to stay overnight in commercial accommodation (hotel, motel or serviced apartment) in which case the accommodation component of the travel allowance is not payable to the employee.



8.11.6 Advance Payment of Travel Allowance Expense

8.11.6.1 If requested by an employee an advance payment is to be made of the estimated travelling allowance expenses payable for the period of the work related travel.

8.11.7 Additional Transport Costs Incurred On Work Related Travel

8.11.7.1 An employee required to undertake work related travel who incurs additional costs through the use of public transport, taxis or hire cars is to be reimbursed those costs by substantiating the actual expenses to the employer.

8.11.8 Conference and Training Course Incidental Allowance

8.11.8.1 An employee required to attend a training course or conference where accommodation and all meals are provided is to be paid the Incidental Expenses Allowance as prescribed in paragraph 8.11.2 of this clause with the appropriate meal allowance as prescribed in clause 8.11.2.1 for any meals not provided.

8.11.9 Temporary Assignment of Duties at an Alternate Location

8.11.9.1 An employee required to undertake work related duties that involve travel to a location which requires accommodation for a period up to and /or exceeding three weeks, is to be paid a travelling allowance expense at the following rates:

- a. for the first three weeks, travelling allowances in accordance with the rates prescribed in paragraph 8.11.2 of this clause; and
- b. after three weeks travelling allowances at a rate determined by the employer.

8.11.10 Systematic Travelling

8.11.10.1 An employee required to undertake systematic travel is to be paid a rate within the limits set out in paragraph 8.11.2 of this clause as determined by the employer.

8.11.11 Overseas Travel Allowance Expense

An employee required to undertake work related duties outside of Australia the employee is to be paid travel allowances at a rate determined and published by the Australian Taxation Office that is applicable to overseas locations, as amended from time to time.

8.11.12 Camping Allowance

8.11.12.1 Definitions

For the purpose of this clause:

Commercial accommodation means accommodation for an overnight or short term stay provided by a hotel, motel, serviced apartment, bed and breakfast or similar establishment for which a charge is incurred on behalf of the employee and is paid by either the employee or employer.



Commercial provider means a restaurant, café, hotel, take away or similar establishment which provides meals and for which a charge is incurred on behalf of the employee and is paid by the employee.

Employer provided non-commercial accommodation means accommodation provided by the employer where the employees typically have access to hot and cold running water, sleeping quarters, bathroom and kitchen facilities. This excludes staff accommodation provided under a rental agreement and commercial accommodation.

Standing camp, hut, and shelter means any type of shelter that is provided by the employer. Bed or bunk provided. Cooking appliances and equipment provided. May be located in remote or rural /semi-rural areas.

Tent means remote area camping in a tent where all personal equipment (tent/shelter; sleeping gear, cooking gear, and food) is carried in by the employee.

8.11.12.2 An employee who stays overnight in a tent in performing their duties is to be paid a camping allowance of \$65.55 for each overnight stay.

8.11.12.3 An employee who stays overnight in a standing camp, hut or shelter in performing their duties is to be paid a camping allowance of \$55.20 for each overnight stay.

8.11.12.4 An employee who stays overnight in employer provided non-commercial accommodation in performing their duties is to be paid a camping allowance of \$45.50 for each overnight stay.

8.11.12.5 The allowance in sub-clauses 8.11.12.2, 8.11.12.3 and 8.11.12.4 are compensation for the standard of accommodation and all working conditions. If the minimum standards applying to one form of accommodation is not fully met, the next higher allowance is payable.

8.11.12.6 The forms of accommodation in sub-clauses 8.11.12.2, 8.11.12.3 and 8.11.12.4 are to be used where commercial accommodation options are not available, not practical, operationally inefficient, or require additional and unnecessary travel that puts the employee at risk of fatigue.

8.11.12.7 Where meals are provided by the employer, there is no entitlement to claim meal allowances.

8.11.13 Commercial Provider Meal Rates

8.11.13.1 Where an employee subject to this clause purchases meals from a commercial provider they are entitled to claim the meal allowances set out in 8.11.2.1. The employer may provide alternative methods of payment of meal expenses applicable under 8.11.13.1 such as through use of a corporate credit card.



8.11.14 Employee Prepared Meal Rates

8.11.14.1 Where an employee subject to this clause is required to provide their own meals the employee is entitled to claim the meal allowance in accordance with 8.6.2.

8.11.14.2 The allowances specified in 8.11.12.2, 8.11.12.3 and 8.11.12.4 above are drawn from other rates in 8.11.2. The allowance in 8.11.12.3 is 97% of the aggregate of the meal rates of in 8.6.2, the allowance in 8.11.12.4 is 80% of the aggregate of the meal rates in 8.6.3, and the allowance in 8.11.12.2 is 8.11.12.4 plus the incidental expenses allowance in 8.11.2.1.

8.11.15 Excess Fares

8.11.15.1 An employee who in the normal course of employment is not required to travel to different locations for the performance of their duties, but with the knowledge and approval of the employer, is required for short periods to attend work at a location other than their regular place of employment is to be paid such reasonable additional fares necessarily incurred.

8.11.15.2 PROVIDED that no employee is to be entitled to the benefits of this subclause for more than three months in any one continuous period.

8.12 CLEANING OF UNIFORMS AND PROTECTIVE CLOTHING

8.12.1 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.

9 PART 9 LEAVE

9.1 PERSONAL LEAVE

The provisions of this clause apply to permanent and fixed term employees but does not apply to casuals, unless otherwise specified, the entitlements for casual employees are set out in subclause 9.1.13.

9.1.1 Definitions

'Health Practitioner' means a registered health practitioner registered or licensed as a health practitioner under an appropriate law of Australia.

'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:



(1) spouse (including a former spouse) of the employee. Spouse means a person who is married or 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:

- (a) have a relationship as a couple; and
- (b) are not married to one another or related by family

(2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, brother-in-law, sister-in-law, son-in-law or daughter-in-law of the employee or employee's spouse.

'Occasion' means any complete period of work be that a day, a shift (day or night) or part day or part shift (day or night).

'Medical Certificate' issued by a registered health practitioner is taken to be a medical certificate for the purpose of this clause if it is issued in respect of the area of practice in which the practitioner is registered or licensed under an appropriate law of Australia that provides for the registration or licensing of health practitioners.

'Personal Leave' means leave provided for:

- (a) personal illness or injury; or
- (b) to care for members of their immediate family or household who are sick and require care and support; or
- (c) to care for members of their immediate family or household who require care 'due to an unexpected emergency

'Statutory Declaration' means a declaration made in writing according to the requirements of the *Oaths Act 2001 (Tas)*. It is an offence under section 113 of the *Criminal Code*, as contained in Schedule 1 of the *Criminal Code Act 1924 (Tas)*, to make a false statement in a Statutory Declaration

9.1.2 Amount of paid personal leave

9.1.2.1 Personal leave is available to an employee, when the employee is absent:

- (a) due to personal injury or illness; or
- (b) to provide care or support for a member of the employees immediate family or household who is ill or injured; or
- (c) to provide care or support to a member of the employee's immediate family or household due to an unexpected emergency;



- 9.1.2.2 Personal leave is credited according to length of service. Part-time employees are entitled to personal leave in direct proportion to the number of hours worked compared to full-time employees. Payment for personal leave will only be made for those hours that would normally have been worked had the employee not been on personal leave.
- 9.1.3 Calculation of Personal Leave Year
- 9.1.3.1 A personal leave year for the purpose of this clause means 12 months of continuous paid employment from the commencement of employment including periods of paid leave.
- 9.1.3.2 A period of personal leave without pay does not affect the credit of personal leave.
- 9.1.4 Entitlement to Personal Leave
- 9.1.4.1 A full time employee is entitled to 152 hours of personal leave in each personal leave year. A part time employee is entitled to personal leave in direct proportion to the number of hours worked compared to a full time employee.
- 9.1.4.2 Personal leave for a full time employee accrues at the rate of 5.85 hours for each completed fortnight of service. Any personal leave not used in any personal leave year is added to the following year's accrual to a maximum of accrual of 1976 hours.
- 9.1.5 The effect of workers compensation
- 9.1.5.1 The employee is not be entitled to take paid personal leave for a period during which the employee is receiving workers compensation.
- 9.1.6 Personal leave for personal injury or sickness
- 9.1.6.1 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.
- 9.1.7 Personal leave to care for an immediate family or household family member
- 9.1.7.1 An employee is entitled to use up to a maximum of 152 hours of personal leave each year to provide care or support for a member of the employee's immediate family or household who is ill or injured or to provide care or support to a member of the employee's immediate family or household due to an unexpected emergency;
- 9.1.7.2 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 9.1.7.1, beyond the limit set out in subclause 9.1.7.1. In such circumstances, the employer and the employee are to agree upon the additional amount that may be accessed.



9.1.8 Sole person accessing leave

9.1.8.1 In normal circumstances an employee must not take leave to provide care or support at the same time as another person who has taken leave to care or support for the same person.

9.1.9 Employee must give notice

9.1.9.1 An employee is required to provide notice in writing for leave to be approved.

9.1.9.2 As far as practicable an employee absent on personal leave for personal injury or illness (except in exceptional circumstances) must inform the employer of the employee's inability to attend for duty within two hours of commencement time of normal duty on the day of the personal leave absence;

9.1.9.3 The employee is to state:

- (a) the nature of the injury or illness and;
- (b) the estimated duration of the absence.

9.1.9.4 As far as practicable an employee taking personal leave to provide care or support for a member of the employee's immediate family or household who is ill or injured or to provide care or support to a member of the employee's immediate family or household due to an unexpected emergency is to give the employer:

- (a) Notice prior to the absence of the intention to take leave;
- (b) The name of the person requiring care and their relationship to the employee;
- (c) The reasons for taking such leave; and
- (d) The estimated length of the absence.

9.1.9.5 If it is not practicable for the employee to give prior notice of the absence, the employee must notify the employer at the earliest opportunity on any day leave is required and provide an estimation of the length of leave required.

9.1.10 Evidence Supporting Claim

9.1.10.1 When taking personal leave the employee is to provide the employer with evidence acceptable to a reasonable person that the employee was unable to attend duty on the day or days on which personal leave is claimed.

9.1.10.2 The evidence the employee is required to provide is:

- (a) for leave on account of personal injury or illness, a medical certificate from a registered health practitioner;
- (b) for leave to provide care or support to a member of the employee's immediate family, or a member of the employee's household, because of a personal illness or injury affecting the member, a medical certificate from a registered health practitioner stating the person concerned is ill or injured and that such illness or injury requires care or support by the employee;



- (c) for leave to provide care or support to a member of the employee's immediate family, or a member of the employee's household, due to an unexpected emergency affecting the member, documentation acceptable to a reasonable person stating the nature of the emergency and the care or support required to be provided by the employee;

9.1.10.3 If it is not reasonably practicable for the employee to give the employer a medical certificate as prescribed in paragraphs 9.1.10.2 (a) and (b) or other acceptable documentation as prescribed in paragraph 9.1.10.2 (c) a statutory declaration made by the employee, stating the circumstances and the reasons for which leave is required is to be provided.

9.1.10.4 An employee may take up to 5 full occasions or part occasions in any personal leave year without being required to provide evidence in support of their application except where an absence is for 3 or more consecutive occasions or part occasions in which case the evidentiary requirements of 9.1.10.2 and 9.1.10.3 apply.

9.1.10.5 Other than an application for personal leave under 9.1.10.4 an application for personal leave that is not supported by evidence required under 9.1.10.2 will not be accepted.

9.1.11 Verification of Personal Leave

9.1.11.1 If the employer is not satisfied that an employee has provided evidence that is acceptable to a reasonable person to support an application for a period of personal leave the employer may request the employee to provide a written explanation to verify the application.

9.1.11.2 A request for an explanation by the employer is to specify the area(s) of concern the employer has in sufficient detail to enable the employee to provide a response. The employee will be provided a reasonable opportunity to respond.

9.1.11.3 After considering the employee's response, the employer may:

- (a) Accept the employee's response as verifying the application; or
- (b) counsel the employee regarding future applications; or
- (c) counsel the employee and notify the employee that all applications for personal leave for a specified period must be supported by the evidence requirements of 9.1.10.3 (i.e. cannot be replaced by a Statutory Declaration); or
- (d) Direct an employee to undergo a medical examination by a registered health practitioner selected and paid for by the employer, at any reasonable time and place and with reasonable notice, for an assessment of the basis for the employee's application for leave.

9.1.11.4 If the employee is aggrieved at the decision taken by the employer in 9.1.11.3 they may raise a grievance through the Part 11 – 11.2 Grievance and Dispute Settling Procedure.



9.1.12 Unpaid personal leave

9.1.12.1 Where an employee has exhausted all paid personal leave entitlements, the employee is entitled to take unpaid personal leave to provide care or support for a member of the employee's immediate family or household who is ill or injured or to provide care or support to a member of the employee's immediate family or household due to an unexpected 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 occasions of unpaid personal leave per event, provided the requirements of subclauses 9.1.10 and 9.1.11 are met.

9.1.13 Casual Employees

9.1.13.1 Subject to the evidentiary and notice requirements in subclauses 9.1.10 and 9.1.11 casual employees are entitled to not be available to attend work, or to leave work to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness or injury affecting the member; or an unexpected emergency affecting the member.

9.1.13.2 The employer and the employee are to agree on the period for which the employee is entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to two working days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

9.1.13.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for in this sub-clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

9.2 EDUCATION LEAVE

9.2.1 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.

9.2.2 The employer is to grant leave with pay, whenever practicable, to the 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.



9.3 ABSENCE MANAGEMENT

- 9.3.1 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.
- 9.3.2 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.

9.4 RECREATION LEAVE

9.4.1 Non-rostered shift employees

- 9.4.1.1 A period of 28.25 working days recreation leave (inclusive of the 6.25 days set out in 5.3.2) 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.
- 9.4.1.2 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.
- 9.4.1.3 (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.

9.4.2 Rostered shift employees

- 9.4.2.1 A period of 31.25 consecutive days (inclusive of the 6.25 days set out in 5.3.2) recreation leave is to be allowed annually. Recreation leave accrues on the anniversary of the employee's appointment date.
- 9.4.2.2 In addition to the leave prescribed, rostered shift employees are to be allowed seven consecutive days leave annually, including non-working days.



- 9.4.2.3 The employer may allow an employee to take leave before it is due. This leave will be on a pro rata basis.
- 9.4.2.4 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.
- 9.4.3 Payment for period of leave
- 9.4.3.1 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.
- 9.4.4 Proportionate leave on termination of service
- 9.4.4.1 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.
- 9.4.5 Rotating recreation leave
- 9.4.5.1 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.
- 9.4.5.2 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.
- 9.4.5.3 Pro rata leave may also be given to personnel when promoted to another rank.
- 9.4.6 Personal illness or injury during period of recreation leave
- 9.4.6.1 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.
- 9.4.6.2 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.
- 9.4.6.3 An application made under subclause (i) of this clause is to be accompanied with a certificate from a registered health practitioner.



9.5 CHANGES TO RECREATION LEAVE

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

9.6 ABSENCES WITHOUT LEAVE

- 9.6.1 An on-duty employee who:
- a. fails to assemble for shift hand over at the times prescribed unless varied according to provisions under 12.5 or 5.10,
 - b. is absent from his or her duty station without an officer's permission,
 - c. fails to answer the station alarm or other alarm devices,
 - d. fails to answer roll call, or
 - e. 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.

9.7 CASHING OUT OF RECREATION LEAVE

- 9.7.1 An employee and employer may agree for the employee to cash out a particular amount of their accrued recreation leave subject to:
- a. The amount of recreation leave to be cashed out cannot result in the employee's remaining accrued entitlement being less than one (1) year's entitlement; and
 - b. Cashing out of a particular amount of excess recreation leave must be by separate agreement in writing between the employer and the employee; and
 - c. The employee is to be paid the amount of salary that would have been payable had the employee taken the leave that is now forgone; and
 - d. The employee and the employer are to agree on an amount of accrued recreation leave that the employee is required to access in the year in which the leave is to be cashed out.



10 PART 10 FLEXIBILITY & WELLNESS

10.1 EMPLOYEE WELLBEING

- 10.1.1 The parties agree to establish a consultative forum to maintain consultation on matters pertaining to employee wellbeing. The consultative forum is to work to terms of reference developed in consultation with the State Consultative Committee.

10.2 FAMILY-FRIENDLY WORKING ARRANGEMENTS

- 10.2.1 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.
- 10.2.2 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.
- 10.2.3 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.
- 10.2.4 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.
- 10.2.5 A brochure is to be prepared detailing employment entitlements and options available to women in the State Service preparing to take maternity leave.

11 PART 11 CONDUCT, CONSULTATION, AND DISPUTE RESOLUTION

11.1 CODE OF ETHICS

- 11.1.1 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.
- 11.1.2 The parties will adhere to the following code:
- All duties will be discharged in highly professional manner;
 - Every effort will be made to prevent loss, damage or injury occurring to fellow employees and the community;



- c. 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;
- d. 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
- e. 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.

11.2 GRIEVANCES AND DISPUTE SETTLING PROCEDURE

11.2.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.

11.2.2 If a grievance or dispute arise about the application of this Agreement:

- a. In the first instance, it is to be dealt with at the workplace by appropriate employer and employee representatives;
- b. In circumstances where discussions at that level fail to resolve the grievance or dispute, the issue will be referred to appropriate union and management representatives; and
- c. If still unresolved, the matter will be referred to the Tasmanian Industrial Commission.

11.2.3 Where a grievance or dispute is being dealt with under this process, normal work will continue.

11.2.4 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 the Industrial Relations Act 1984, or any other relevant legislation.

11.3 CONSULTATION PROCESS

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

11.3.2 The 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.

11.3.3 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.



- 11.3.4 The State Consultative Committee is to meet regularly on at least a quarterly basis. These meetings are to be scheduled in advance for the year and union members are to arrange rosters with their supervisor to ensure overtime is not incurred.
- 11.3.5 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.
- 11.3.6 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.
- 11.3.7 The committees are to have an agreed structure, objectives and performance measures, and may convene working parties to address and resolve specific issues.

11.4 DISTRICT OFFICER CONSULTATION PROCESS

- 11.4.1 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:
- a. Informal where either party may request a meeting to raise issues and conduct discussions; or
 - b. 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.

11.5 CHANGE MANAGEMENT

- 11.5.1 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).
- 11.5.2 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.



11.6 EXCESSIVE WORKLOADS

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

- 11.6.1 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.
- 11.6.2 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.
- 11.6.3 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 is not to be filled and advising how workloads are to be managed having regard to 11.6.1 and 11.6.2.
- 11.6.4 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 11.6.1 and 11.6.2. (2004)

11.7 HARASSMENT, BULLYING AND DISCRIMINATION IN THE WORKPLACE

- 11.7.1 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.
- 11.7.2 The employer will continue to provide employer funded training for supervisors, managers, and employees, including UFU workplace delegates.

11.8 DISTRICT OFFICER CONFIDENTIALITY

- 11.8.1 District Officers are 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.
- 11.8.2 In this clause "confidential information" means:
 - a. information of a sensitive or confidential nature; or
 - b. trade secrets or commercially valuable information.



- 11.8.3 This provision is to continue to apply to the District Officer following separation until such time as the information has been released by or with the approval of the Crown into the public domain.

12 PART 12 OPERATIONS

12.1 EMERGENCY COMMUNICATIONS CENTRE

- 12.1.1 The employer is to maintain a centralised Control Centre in Hobart that caters for all communications for the State.
- 12.1.2 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.

12.2 STAFFING ARRANGEMENTS

- 12.2.1 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.
- 12.2.2 Minimum career brigade personnel are to number 208 officers and firefighters. A minimum of 112 operational officers and firefighters, inclusive of a training crew, are to be employed in Hobart, 58 in Launceston and 38 in Burnie/Devonport.
- 12.2.3 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.

12.3 CREW SIZES

- 12.3.1 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.
- 12.3.2 A crew may be required to respond to an incident with more than one vehicle.

12.4 DUTY STATION

- 12.4.1 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.



- 12.4.2 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.
- 12.4.3 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.
- 12.4.4 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(d)(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.

12.5 HAND OVER OF SHIFTS

12.5.1 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.

12.5.2 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.

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

12.6 MINOR REPAIRS AND PREVENTATIVE MAINTENANCE

12.6.1 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, Schedule 4 of this Agreement.

12.7 STATION OFFICER DUTIES AND RESPONSIBILITIES

12.7.1 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.



13 PART 13 MISCELLANEOUS

13.1 EMAIL AND INTERNET ACCESS

13.1.1 In addition, the employer will enable the Branch Secretary of the union 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, 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.

13.2 WORKPLACE UNION DELEGATES

13.2.1 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.

13.2.2 The right to reasonable paid time:

- a. to represent the interests of members to the employer;
- b. to represent the interests of members in industrial tribunals;
- c. to consult with union members;
- d. to participate in the operation of the union;
- e. to research and prepare prior to all negotiations with management;
- f. an opportunity to explain the benefits of union membership to employees including new employees at the time they enter employment.

13.2.3 The right to call meetings of members and non-members to discuss union business.

13.2.4 Workplace delegates are to have access to facilities, including:

- a. where practicable, a private room to meet with individual members and perform union business.
- b. reasonable access to telephone, facsimile, post, photocopying, internet and email facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union.



- c. the right to place union information on an appropriate noticeboard in a prominent location in the workplace.
- d. access to information relevant to the workplace and/or workplace issues, including appropriate awards, agreements, statements of duty, department and government policies and, where available, staff lists.

13.2.5 Workplace delegates are to have:

- a. an entitlement to five days paid training in any one calendar year to attend union endorsed union courses and attendance at union conferences.
- b. recognition that the time associated with travel for country delegates may require additional time to that indicated above.
- c. 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 skills for progression.

13.2.6 Workplace delegates roles may be extended beyond the workplace and the delegates are to have access to reasonable time:

- a. 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.
- b. 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.
- c. 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.
- d. 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 does 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.

13.3 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.



13.4 REFRESHMENTS

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

13.5 DISTRICT OFFICER 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.

13.6 REISSUED CLOTHING

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

13.7 UNION MEETINGS

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



14 SIGNATORIES

SIGNED FOR AND ON BEHALF OF

The Minister administering the State Service Act 2000


Signed:.....

Name: ..Jane Fittin A/g Director SSMO

Date:29/9/20.....

SIGNED FOR AND ON BEHALF OF

United Fire Fighters Union of Australia Tasmania Branch

Signed:..... - Branch Secretary

Name:Leigh Hills

Date:29 September 2020.....



15 SCHEDULES

15.1 SCHEDULE 1 - SALARIES AND TRANSLATION

Old Classification	Salary at 1/12/2018	New Classification	Wage increase YR 1 (2.3%) ffppcooa 1/12/2019	Wage Increase YR 2 (2.3%) ffppcooa 1/12/2020
Trainee Firefighter	\$59,185	Firefighter YR 1	\$60,546	\$61,939
Firefighter – 6 months	\$63,131			
Firefighter – 12 months	\$67,075	Firefighter YR 2	\$68,618	\$70,196
Firefighter -24 months	\$71,021	Firefighter YR 3	\$72,654	\$74,326
1st Class Firefighter	\$78,913	Firefighter YR 4 (First Class)	\$80,728	\$82,585
Senior Firefighter	\$82,859	Senior Firefighter YR 1	\$84,765	\$86,715
		Senior Firefighter YR 2	\$85,613	\$87,582
Senior Firefighter (Advanced)		Senior Firefighter (Advanced)	\$87,483	\$89,495
PROMOTION				
Leading Firefighter	\$86,016	Leading Firefighter	\$89,386	\$91,442
PROMOTION				
Station Officer Grade I, Grand-parented 123% Salary Rate*	\$97,063		\$99,2954	\$101,579
Station Officer	\$94,695	Station Officer YR 1	\$96,873	\$99,101



Old Classification	Salary at 1/12/2018	New Classification	Wage increase YR 1 (2.3%)	Wage Increase YR 2 (2.3%)
			ffppcooa 1/12/2019	ffppcooa 1/12/2020
		Station Officer YR 2	\$97,842	\$100,093
PROMOTION				
Senior Station Officer	\$98,641	Senior Station Officer	\$100,910	\$103,231
PROMOTION				
District Officer	\$114,225	District Officer	\$116,852	\$119,540
		Senior District Officer	\$118,225	\$120,944

Trainee Communications Officer	\$59,185	Communications Officer 1	\$60,546	\$61,939
Communications Officer after 6 months	\$63,130	n/a		
Communications Officer after 12 months	\$67,075	Communications Officer 2	\$68,618	\$70,196
Communications Officer after 24 months	\$71,021	Communications Officer 3	\$72,654	\$74,326
Communications Officer after 36 months	\$78,913	Communications Officer 4	\$80,728	\$82,585
Senior Communications Officer		Senior Communications Officer	\$84,765	\$86,714



Old Classification	Salary at 1/12/2018	New Classification	Wage increase YR 1 (2.3%)	Wage Increase YR 2 (2.3%)
			ffppcooa 1/12/2019	ffppcooa 1/12/2020
PROMOTION				
Leading Communications Officer	\$86,016	Leading Communications Officer 1	\$87,994	\$90,018
		Leading Communications Officer 2	\$88,874	\$90,918
PROMOTION				
Supervisor Firecomm	\$94,695	Supervisor Communications 1	\$96,873	\$99,101
		Supervisor Communications 2	\$97,842	\$100,092

Community Fire Safety Officer I - RI- 1	\$64,517	Community Fire Safety Officer I - RI-1	\$66,001	\$67,519
Community Fire Safety Officer I - RI- 2	\$65,830	Community Fire Safety Officer I - RI-2	\$67,344	\$68,893
Community Fire Safety Officer I - RI- 3	\$67,146	Community Fire Safety Officer I - RI-3	\$68,690	\$70,270
Community Fire Safety Officer I - RI- 4	\$68,445	Community Fire Safety Officer I - RI-4	\$70,019	\$71,629
Community Fire Safety Officer I - RI- 5	\$70,255	Community Fire Safety Officer I - RI-5	\$71,871	\$73,524



Old Classification	Salary at 1/12/2018	New Classification	Wage increase YR 1 (2.3%)	Wage Increase YR 2 (2.3%)
			ffppcooa 1/12/2019	ffppcooa 1/12/2020
Community Fire Safety Officer 1 - R2- 1	\$72,416	Community Fire Safety Officer 1 - R2-1	\$74,082	\$75,785
Community Fire Safety Officer 1 - R2- 2	\$73,733	Community Fire Safety Officer 1 - R2-2	\$75,429	\$77,164
Community Fire Safety Officer 1 - R2- 3	\$75,651	Community Fire Safety Officer 1 - R2-3	\$77,391	\$79,171
Community Fire Safety Officer 2 - R1- 1	\$72,416	Community Fire Safety Officer 2 - R1-1	\$74,082	\$75,785
Community Fire Safety Officer 2 - R1- 2	\$73,733	Community Fire Safety Officer 2 - R1-2	\$75,429	\$77,164
Community Fire Safety Officer 2 - R1- 3	\$75,651	Community Fire Safety Officer 2 - R1-3	\$77,391	\$79,171
Community Fire Safety Officer 2 - R2- 1	\$77,678	Community Fire Safety Officer 2 - R2-1	\$79,465	\$81,292
Community Fire Safety Officer 2 - R2- 1	\$78,991	Community Fire Safety Officer 2 - R2-1	\$80,808	\$82,666
Community Fire Safety Officer 2 - R2- 1	\$81,044	Community Fire Safety Officer 2 - R2-1	\$82,908	\$84,815



Old Classification	Salary at 1/12/2018	New Classification	Wage increase YR 1 (2.3%)	Wage Increase YR 2 (2.3%)
			ffppcoa 1/12/2019	ffppcoa 1/12/2020
Community Fire Safety Officer 2 - R2- 1	\$83,754	Community Fire Safety Officer 2 - R2-1	\$85,680	\$87,651
Community Fire Safety Officer 3 - R1- 1	\$86,823	Community Fire Safety Officer 3 - R1-1	\$88,820	\$90,863
Community Fire Safety Officer 3 - R1- 2	\$88,560	Community Fire Safety Officer 3 - R1-2	\$90,597	\$92,681
Community Fire Safety Officer 3 - R1- 3	\$90,797	Community Fire Safety Officer 3 - R1-3	\$92,885	\$95,022

*Station Officer Grade 1 for employees maintained at this salary rate, and 123% salary rate arrangements described at 3.1 of the Firefighting Industrial Agreement 2019



15.2 SCHEDULE 2 - 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 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 (CISM 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.



15.3 SCHEDULE 3 - 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:

Attendance at authorised meetings is not to attract TOIL unless prior mutually agreed arrangements have been made.

Payment for attendance is made at single time on an hourly basis.

The maximum paid hours for any meeting is to be twelve (12) hours, including travelling time.

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.

Payment is only to be made on the completion of the prescribed attendance form and pay variation form.

Convenors of meetings are to be responsible for the time frames of all meetings.

Employees are only entitled to normal pay for meetings attended in their normal working hours.

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.



15.4 SCHEDULE 4 - 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)



15.5 SCHEDULE 5 - 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 hours
		2



Night 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
0700-0800	Emergency Incidents, Maintenance - routine and general	1
Day Shifts - Good Friday, Anzac Day & Christmas Day		
0800-1700	Emergency Incidents Maintenance - routine & general Stand down	1
1700-1800	Emergency Incidents, Maintenance - routine & general	1



Night Shifts – Good Friday, Anzac Day, Christmas Day, Saturday & Sunday

1800-0700	Emergency Incidents	
	Maintenance - routine & general	I
	Stand down	
0700-0800	Emergency Incidents, Maintenance - routine & general	I

Notes:

Lunch Break - 60 minutes between 1200 and 1400 hours

Community safety - activities include inspections, evacuations, community training and education programs and similar community fire safety activities.

Maintenance – routine and general – includes maintenance of stations, appliances and equipment including hose and breathing apparatus.

Emergency Incidents - includes all essential pre- and post-incident activities to ensure a state of readiness at all times.

