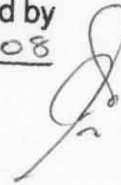


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2008

**TASMANIAN FIRE FIGHTING INDUSTRY
EMPLOYEES' INDUSTRIAL AGREEMENT
2007**

Between the

Minister administering the *State Service Act 2000*

and the

United Firefighters Union of Australia (Tasmanian Branch)



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PART A - INTRODUCTION AND ADMINISTRATIVE ARRANGEMENTS

1. TITLE OF AGREEMENT

This agreement is to be known as the *Tasmanian Fire Fighting Industry Employees' Industrial Agreement 2007*.

2. PARTIES TO THE AGREEMENT

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

3. APPLICATION

This Agreement applies to all employees covered by the *Tasmanian Fire Fighting Industry Employees Award* excluding those employees classified as Community Fire Safety Officers Levels 1- 4.

4. TERM OF THE AGREEMENT

The Agreement is to take effect from 1 July 2007 and is to conclude on 30 June 2010.

5. DEFINITIONS

'Agreement' means the *Tasmanian Fire Fighting Industry Employees' Industrial Agreement 2007*.

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

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

'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 of without leave.

6. STATEMENT OF COMMITMENT AND PURPOSE

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

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

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

7. CODE OF ETHICS

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

The parties will adhere to the following code:

- all duties will be discharged in a highly professional manner;



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

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

This Agreement shall be read in conjunction with the provisions of the Award, the *State Service Act 2000*, the *Fire Service Act 1979* and *General Orders*. Where there is any inconsistency between these instruments, this Agreement shall prevail to the extent of any inconsistency between them.

9. GRIEVANCES AND DISPUTE SETTLING PROCEDURE

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

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

10. CONSULTATION PROCESS

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

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

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

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

The parties also agree to establish and maintain consultative committees covering TasFire Equipment and Community Fire Safety to generally improve communication and to improve



the level of organisational decision-making. The parties also agree to establish and maintain consultative committees in other TFS work areas where required.

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

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

11. FUTURE NEGOTIATIONS

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

12. NO EXTRA CLAIMS

The union party to this Agreement undertakes that, for the life of the Agreement, it is not to make any additional claims relating to any matter included in the Agreement.



PART B - GENERAL TERMS AND CONDITIONS OF EMPLOYMENT ALTERED BY THIS AGREEMENT

B (1) - GENERAL

13. WAGES

The employer is to provide an actual general wage increase of 10.7% in addition to existing Award and previous agreement rates over the life of this Agreement to all employees covered by this Agreement.

The wage movements are to be achieved through phased increases paid in accordance with the table included at Appendix A which reflects the combined impact of the following individual increases and the increases provided for in Clause 14 – Work Value.

- a) 3.6% from the first full pay period on or after 1 December 2007
- b) 3.6% from the first full pay period on or after 1 December 2008
- c) 3.5% from the first full pay period on or after 1 December 2009

14. WORK VALUE

A work value loading totalling 2.6% p.a. of wages will be paid in two instalments of 1.4% with effect from the beginning of the first full pay period that commences on or after 1 December 2007 and 1.2% with effect from the beginning of the first full pay period that commences on or after 1 December 2008 in addition to the increases outlined in Clause 13 - *Wages* in recognition of all changes in work value that have occurred in all work areas covered by the award to 1 December 2008. The parties agree that the loading of 2.6% together with the general wage increases, and the conditions provided for in this agreement, and previous awards and agreements reflect that employees have been fully compensated for all work that is currently being undertaken within their classifications and Statements of Duties. Employees are required to be trained in and use their competencies in this work and exercise their responsibilities for the work. The range of work covered by this loading includes, but is not limited to:

- Any level of training and response to:
 - Technical and heavy, domestic and industrial rescue incidents;
 - All elements of chemical, biological, radiological, and nuclear incidents;
 - Marine pollution incidents;
 - Forensic recovery as part of Road Accident Rescue incidents;
- Undertaking public information roles, including the roles of information officer, media management and community liaison as part of Incident Management Teams; and all other roles that support the provision of public information;
- Participation and use of workplace feedback system;
- Undertaking fire mapping duties;
- Undertaking triage at bushfire incidents;
- Handling of media calls, updating the TFS website, call taking and dispatch for SES at RAR incidents, creation and updating of Forestry and Parks incidents and collation of situational reports, and monitoring of alarms over IP;
- Inspection of fire and smoke doors;
- Undertaking of sales and marketing duties in support of TFS commercial undertakings; and



- The assessment of performance based solutions as part of building safety responsibilities.

15. PERSONAL LEAVE FOR PERSONAL ILLNESS OR INJURY

The provisions of *Part VI – Leave and Holidays*, subclauses 4(h), and (i) of the Award are replaced with the following:

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

- (i) Where leave is granted under this clause for personal leave for personal illness or injury for a period in excess of two consecutive working days, any period in excess of this is without pay unless the leave is supported by a medical certificate from a registered health practitioner.
- (ii) A medical certificate is required for each personal leave absence for personal illness or injury after the employee has taken an aggregate of three working days without a medical certificate in any personal leave year.

(b) Evidence Supporting Claim

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

- (i) Where evidence is required and where reasonably practicable to do so;
 - (1) An employee absent on account of personal injury or illness is to provide a medical certificate (as defined) from a registered health practitioner (as defined);
 - (2) Where taking leave to care for members of immediate family or household who are sick and require care and support the employee is to provide a medical certificate (as defined) from a registered health practitioner (as defined) stating the illness of the person concerned and that such illness requires care by the employee;
 - (3) Where taking leave to care for members of immediate family or household who require care due to an unexpected emergency, the employee is to provide documentation acceptable to the employer stating the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- (ii) The following definitions apply for the purposes of the personal leave provisions:
 - (1) Medical certificate means a medical certificate issued by a registered health practitioner if it is issued in respect of the area of practice in which the practitioner is registered or licensed under an appropriate law of the State of Tasmania that provides for the registration or licensing of health practitioners.
 - (2) A Registered Health Practitioner means a health practitioner registered or licensed as a health practitioner under an appropriate law of the State of Tasmania.

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



At this time in Tasmania, this includes: Chiropractors, Dentists, Nurses/Midwives, Osteopaths, Pharmacists, Physiotherapists, Psychologists, Dental Prosthetists/Specialists, Optometrists, Podiatrists, Radiation Technologists.

(c) Verification of illness

- (i) In cases where an employee has been absent from duty without sufficient cause, or has a history or pattern of unreasonable sick leave use, the employer may, following discussion with the employee and appropriate warning:
- require a medical certificate to be produced for subsequent sick leave absences until the employer is satisfied that any issues associated with unreasonable sick leave use have been addressed; and/or
 - direct an employee to undergo a medical examination by a registered health practitioner from an agreed panel and paid for by the employer at any reasonable time and place and with reasonable notice.

16. SALARY SACRIFICE OF SUPERANNUATION

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

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

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

An employee may withdraw at any time from a salary sacrifice arrangement. (2001, 2008)

17. PART TIME EMPLOYMENT (INCLUDING JOB SHARING)

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

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.

Entitlements

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

18. CASUAL EMPLOYMENT

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



Definition:

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

Entitlements:

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

19. OVERTIME – PART TIME EMPLOYEES

Overtime will only be payable to part time employees when:

- (i) 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
- (ii) An employee is required to work under emergency situations and receives less than 24 hours notice of the requirement to work overtime.

20. INCIDENTAL ALLOWANCE FOR OVERNIGHT STAYS FOR EMERGENCY INCIDENTS

Where an employee is required to attend an emergency incident, is required to remain away from home overnight in support of that incident, and full accommodation including meals is provided at no cost to the employee, the employee is entitled to be paid an allowance for incidental expenses for each day of attendance at the rate set out in the Training Course and Conference Allowance provisions of Part IV, subclause 2(b) of the award.

21. PAID MEAL BREAKS FOR NON-ROSTERED SHIFT EMPLOYEES

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



SECTION B (2) - OPERATIONS

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

22. WORKING HOURS AT CAMPAIGN EMERGENCY INCIDENTS – ROSTERED SHIFT EMPLOYEES

Where a rostered shift employee is responded to a campaign emergency incident outside the employee's normal brigade response area, the employee's normal shift pattern will 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.

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.

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 a campaign emergency incident is to be paid at overtime rates.

23. SPECIAL CONDITIONS FOR EMPLOYEES UNDERTAKING SPECIALIST FIRE INVESTIGATION RESPONSIBILITIES

The parties agree that the provisions of Appendix B are to apply to an employees occupying or acting in a position of Regional Fire Investigation Officer or undertaking specialist fire investigation responsibilities on a relief basis. (2004)

The availability allowance contained in Appendix B has been increased to reflect movements in the rate contained in the *General Conditions of Employment Award*.

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

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



SECTION B (3) - DISTRICT OFFICERS

This section applies only to employees undertaking the duties of District Officer.

25. HOURS OF WORK

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

26. MEAL BREAK

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

27. PLANNED WORK

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

28. UNPLANNED WORK

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

29. OVERTIME

Overtime will be paid:

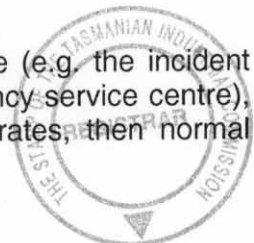
- for any time worked undertaking unplanned work in excess of 10 hours continuous work (whether planned or unplanned, and excluding unpaid meal breaks) on a weekday; or
- when directed by a senior officer to undertake work at an Incident Management Team or to support the resourcing or management of incidents.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

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

30. RECALL

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

- Where a District Officer is required to physically attend the workplace (e.g. the incident site, fire station, District Office, Regional HQ, State HQ, other emergency service centre), the District Officer will be paid a minimum of 2 hours at overtime rates; then normal overtime rates apply.



- Where a District Officer is required to undertake in excess of 20 minutes unplanned work at home, the District Officer will be paid a minimum of 1 hour at overtime rates, and then normal overtime rates apply.
- 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, normal overtime rates will apply.

31. AVAILABILITY

District Officers are to receive an availability allowance aligned with the rate paid in the *General Conditions of Employment Award* when required to:

- be on an availability roster;
- be fit for duty;
- be readily contactable on the roster; and
- be able to resume duty and/or return to workplace as soon as practicable

The allowance is to be paid for all 'out of general work hours' including weekends and public holidays.

When directed to make themselves available either through being placed on a roster or through a direction from a senior manager, a District Officer will be required to hold themselves available for a minimum period of 24 hours.

32. MANAGING TIME

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

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

33. RECORDING OF HOURS

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

34. MAXIMUM ACCUMULATION OF HOURS

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

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

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



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

C(1) - GENERAL

This section applies to all employees covered by this Agreement.

C(1)(a) – WAGES AND WORK VALUE

35. CALCULATION OF WEEKLY WAGE RATE

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

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

36. WORK VALUE

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

- Any level of training and response to:
 - terrorist and chemical, biological, radiological and incendiary incidents;
 - storm and flood damage;
 - urban search and rescue;
- All levels of participation in Incident Management Teams, including as crew leaders, sector commanders, safety officers, planning officers, logistics officers, operations officers, and incident controllers;
- Training and participation in all facets of air operations;
- Participating in training and undertaking the role of a specialist instructor for employees above Paypoint 6;
- Undertaking fire management planning responsibilities;
- Providing advice in relation to planning and development applications; and
- Undertaking specialist workplace accident investigation responsibilities within Tasmania Fire Service workplaces.
- Rescue competencies involving the extrication of entrapped persons from motor vehicles and urban search and rescue. (1999) This provision is further clarified to ensure that the parties understand that the compensation for Road Accident Rescue includes payment for the acquisition and use of the competencies necessary to undertake a first response responsibility for Road Accident Rescue, should that lead agency responsibility be assigned to the Tasmania Fire Service at some point in the future. (2004)
- Rescues involving the search for and extrication of lost or trapped persons from trenches or collapsed buildings or other confined spaces and rescues involving high angle rescue techniques. (1997)

- In Firecomm:
 - Data entry into the Australian Incident Reporting System and associated report production;
 - Provision of a mapping support service to operational staff; and
 - Participation in special projects as required. (1999)

37. SALARY SACRIFICE

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

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

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

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

It is anticipated that salary sacrifice arrangements are to be implemented and accessible to employees by 1 July 2005. (2004)

C(1)(b) – HOURS OF WORK

38. ORDINARY WORKING HOURS

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

In full settlement of this claim it is agreed that from 1 July 2002 rostered shift workers and non-rostered shift workers shall 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.

Transitional Arrangement

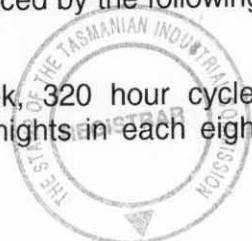
Provided that within the first full rotation of the leave roster the additional leave days and hours which accrue under this Agreement will be paid at the ordinary hourly rate rather than taken as leave.

This clause is not to apply to TasFire Equipment employees. (2001)

39. HOURS OF WORK – NON-ROSTERED SHIFT WORKERS

The parties agree that Part V, subclause 1(c)(i) of the Award is to be replaced by the following provision to provide greater flexibility to the employer and employee.

Employees working non-rostered shiftwork are to work an eight week, 320 hour cycle. Employees may be required to work four weekend days and fourteen nights in each eight



week cycle. Additional weekend days and additional nights within the 320 hour cycle may be worked if agreed between the employer and employee. (2001)

40. TIME OFF IN LIEU OF OVERTIME

The parties shall adopt the 'time off in lieu' (TOIL) policy included as Appendix D. (1997)

41. SMOKING BREAKS

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

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

42. FACILITATIVE PROVISIONS - HOURS OF WORK

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

Agreements may be reached in relation to:

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

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

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

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

43. REASONABLE HOURS

The following clause is to be inserted into relevant awards:

- (a) Subject to this clause the employer may require an employee to work reasonable overtime at overtime rates, provided that nothing in this clause bestows an entitlement to paid overtime for employees who do not have an entitlement to paid overtime.
- (b) An employee may refuse to work overtime in circumstances where it would result in the employee working hours which would be unreasonable having regard to:
 - (i) any risk to the employee's health or safety;



- (ii) the employee's personal circumstances including any family responsibilities;
- (iii) the requirement to maintain minimum staffing levels for emergency response;
- (iv) other needs of the employer;
- (v) the notice given (if any) by the employer of the overtime and by the employee of his or her intention to decline it; and
- (vi) any other relevant matter.

Where an employee works additional hours and is entitled to time off in lieu of overtime (TOIL), the Time Off In Lieu Policy set out in Clause 40 of this Agreement. (2004)

C(1)(c) – CONDITIONS OF EMPLOYMENT

44. PROBATION PERIOD

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

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

45. LATERAL ENTRY BY EXPERIENCED FIREFIGHTERS

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

46. FIRECOMM

Maintain a centralised Control Centre in Hobart that caters for all communications for the State with firefighters only required to provide relief in accordance with Clause 77 – Switchback. (1995)

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

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

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

C(1)(d) - ALLOWANCES

48. ANNUALISATION OF LEAVE LOADING

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



49. OVERTIME MEAL ALLOWANCE

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

<u>Meal</u>	<u>Rate of Allowance</u>
Breakfast	\$8.80
Lunch (or midday meal)	\$9.70
Dinner (or evening meal)	\$17.15

The above rates will be varied from time to time in line with variations to Part IV subclause 12(a) of the *General Conditions of Employment Award* of the Tasmanian Industrial Commission.

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.

A rostered shift employee who is required to work overtime on a rostered day off is entitled to receive a meal allowance at the above rates where the employee is given notice:

- after midnight, if required to work a day shift that day, or
- after midday for a night shift commencing that day. (1999)

50. PAYMENT OF DRIVER'S LICENCE ENDORSEMENTS

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

51. TRAVELLING ARRANGEMENTS

The parties agree that the provisions of Appendix E are to apply in lieu of those contained in Part IV, subclause 2(c)(ii) of the Award. (2001)

52. TRAVEL ALLOWANCES

The parties agree that the allowances contained in Part IV, subclause 2 – Special Allowances - of the *Tasmanian Fire Fighting Industry Employees Award 2000* are to be automatically increased in line with any increase in the equivalent allowance contained in the *General Conditions of Employment Award*.

The parties agree to accept the outcome of the review proposed under the State Service Wages Agreement in relation to current meal and accommodation rates and, if agreement can be reached any increases are to flow automatically in accordance with the above paragraph.

Employees are entitled to request reimbursement of actual expenses in circumstances where the prescribed allowances are likely to be less than the expenditure incurred. (2004)

53. OUT OF AREA MEAL ALLOWANCE

Where the duties of an employee require him or her to travel more than 60kms outside the area within which the employee normally performs his or her work at the time of his or her normal meal hour the employee is, subject to this subclause, to be paid a meal allowance at the rate prescribed by Part IV subclause 12(b) - Meal Allowances of the *General Conditions of Employment Award* of the Tasmanian Industrial Commission.



The above meal allowances are not to be paid unless:

- the Chief Officer is satisfied that the employee was required to perform his or her duties at such a place and time that it was not reasonably practical for him or her to return to his or her normal work area for a meal and that the employee in the case where a meal was purchased did in fact incur the expense claimed; and
- unless:
 - a) in the case of breakfast, the employee was required to commence duty not less than 1½ hours before his or her normal hour for commencing duty; and
 - b) in the case of dinner, the employee was required to remain on duty for not less than 1½ hours after his normal hour for ceasing duty.

A meal allowance in excess of, or at variance with, the rates contained in this clause may be paid if, on the determination of the Chief Officer, special circumstances existed which justified the excess or variation. (2004)

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

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

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

55. FLEXIBILITY IN CLASSIFICATIONS

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

56. ADVANCEMENT STRUCTURES – STATION OFFICERS

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

Station Officer	120%
	123%
Senior Station Officer	125%

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

The functional areas are to include:

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



- Community Safety

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

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

Should a Station Officer cease to undertake responsibility for one or more areas of functional responsibility, the Tasmania Fire Service may require the Station Officer to undertake a second area of responsibility. Alternatively, the Station Officer may elect to return to the 120% salary rate.

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

Existing Station Officer Grade 1 Employees

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

57. PROFESSIONAL DEVELOPMENT

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

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

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

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

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

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

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



58. TRAINING, DEVELOPMENT AND CAREER OPPORTUNITIES

Processes are to be implemented that are to ensure all employees have regular opportunities to discuss their career plans and training needs with their supervisor/manager.

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

C(1)(e) – LEAVE

59. EDUCATION LEAVE

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

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

60. QUANTUM AND METHOD OF LEAVE

Recreational leave is to be reduced by 3 days for both rostered and non-rostered shift workers (excluding TasFire Equipment employees). In the case of rostered shift workers, this will be achieved by replacing a 7 cycle leave roster with an 8 cycle arrangement thereby eliminating holiday overlaps. (1995)

61. ABSENCE MANAGEMENT

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

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

62. BEREAVEMENT LEAVE

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

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

63. WELLNESS PROGRAM

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

In developing the Wellness Program, the parties agree to establish a joint working party to develop minimum health and fitness standards for firefighting activities. The development of these standards is to take into consideration the occupational health and safety and anti-discrimination obligations of the Tasmania Fire Service and its employees. The minimum

health and fitness standards are to be implemented for all employees required to undertake firefighting activities. The implementation of these standards is to be phased in to provide employees with every reasonable opportunity to gain the required level of health and fitness.

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

64. CHANGE MANAGEMENT

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

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

65. EXCESSIVE WORKLOADS

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

- (a) The employer is to ensure that supervisors and managers are aware that the tasks allocated to employees must not exceed what can reasonably be performed in the hours for which they are employed.
- (b) The employer is to ensure that supervisors and managers implement procedures to monitor the hours worked of the employees they supervise and where employees regularly work hours in excess of the hours for which they are employed to perform their jobs, changes (technology, responsibility, extra resources) are to be implemented.
- (c) In most circumstances vacant positions are to be filled within three months. If it appears likely that is not to be the case, supervisors and/or managers are to consult affected employees, giving the reasons why the position are not to be filled and advising how the workloads are to be managed having regard to (a) and (b) above.
- (d) In most circumstances temporary vacancies are to be filled as they arise. Where a position is not to be filled supervisors and managers are to consult affected employees, giving the reasons why the position are not to be filled and advising how the workload is to be managed having regard to (a) and (b) above. (2004)

66. HARASSMENT, BULLYING AND DISCRIMINATION IN THE WORKPLACE

The parties are committed to working co-operatively to develop procedures for identifying, minimising and dealing with instances of workplace harassment, bullying and discrimination. Measures to be implemented are to include joint employer-funded training of supervisors and managers, and union workplace delegates. (2004)



67. PHASED RETIREMENT

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

68. EMAIL AND INTERNET ACCESS

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

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

69. BREASTFEEDING FACILITIES

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

70. FAMILY-FRIENDLY WORKING ARRANGEMENTS

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

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

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

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

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

71. WORKPLACE UNION DELEGATES

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

- (a) the right to be treated fairly and to perform the role as workplace delegates without any discrimination in employment, and the right to be treated with respect and without victimisation by management representatives.
- (b) The right to formal recognition by the employer that endorsed union delegates speak on behalf of union members in their workplaces and that issues raised by delegates are to be dealt with promptly and appropriately.



- (c) The right to have workplace union structures, such as delegates' and worksite committees, recognised and respected.
- (d) The right to represent members on workplace issues.
- (e) The right to representation on consultative committees, genuine consultation and reasonable access to information about the workplace.
- (f) The right to reasonable paid time:
 - to represent the interests of members to the employer;
 - to represent the interests of members in industrial tribunals;
 - to consult with union members;
 - to participate in the operation of the union;
 - to research and prepare prior to all negotiations with management;
 - an opportunity to explain the benefits of union membership to employees including new employees at the time they enter into employment.
- (g) The right to call meetings of members and non-members to discuss union business.
- (h) Workplace delegates are to have access to facilities, including:
 - where practicable, access to a private room to meet with individual members and perform union business.
 - reasonable access to telephone, facsimile, post, photocopying, internet and e-mail facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union.
 - the right to place union information on an appropriate notice board in a prominent location in the workplace.
 - access to information relevant to the workplace and/or workplace issues, including appropriate awards, agreements, statements of duty, departmental and governmental policies and, where available, staff lists.
- (i) Workplace delegates are to have:
 - an entitlement to five days paid training leave in any one calendar year to attend union-endorsed union courses and attendance at union conferences.
 - recognition that the time associated with travel for country delegates may require additional time to that indicated above.
 - recognition by management of any identified skills acquired by a delegate in that role for the purposes of progression through any skills-based progression system operating in that workplace wherever those identified skills are also required by the substantive position occupied by that delegate. Delegates must notify the employer of the intention to use the skills for progression.
- (j) Workplace delegates' roles may extend beyond the workplace and the delegates are to have access to reasonable time:
 - (i) to promote union issues, for participation on committees, and to assist delegate development, including paid work in the union office negotiated between the union and the employer on a case by case basis;
 - (ii) for participation in internal union forums and committees (e.g. branch or national conferences). Generally, members are elected to these roles under the registered union rules.



- (iii) In dispersed or remote workplaces the delegate structure may require co-ordinating delegates and that these delegates may require a greater amount of time to perform their duties.
- (iv) Delegates are to have access to leave without pay for the purposes of working for a union. Any such period of leave is to be considered as service for salary increment purposes and is not constitute a break in service for other purposes. Prior to taking up such positions with the union, employees are not to be required to relinquish their substantive positions. (2004)



C (2) – OPERATIONS

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

72. STAFFING ARRANGEMENTS

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

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

Where stations are staffed by career personnel on a weekday-only basis, vacancies shall 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 shall be filled by appointment of personnel for a reasonable period on a fair rotating basis. (1997)

73. CREW SIZES

The first responding crew to an incident shall 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 shall remain in attendance.

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

74. DUTY STATION

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

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

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

When an employee is required to travel from his or her duty station to another station due to a temporary transfer, kilometreage allowance in accordance with Part IV subclause 13(b) of the *General Conditions of Employment Award* of the Tasmanian Industrial Commission shall be paid for the total kilometres in excess of 35 kilometres for a return journey from the normal station or residence to the temporary station, whichever is the lesser, unless transport is made available by the employer. (1997)

75. HAND OVER OF SHIFTS

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

- | | |
|------------------|-----------------------------|
| on-coming shifts | - 0800 hours and 1800 hours |
| off-going shifts | - 0759 hours and 1759 hours |



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

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

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

76. MINOR REPAIRS AND PREVENTATIVE MAINTENANCE

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

77. SWITCHBACK

The responsibility for maintaining an effective operational communications system rests with the employer.

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

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

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

78. FIRE WATCHING DUTIES

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

79. RUN-ONS

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

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

80. CALLBACK OF PERSONNEL

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

81. CHANGES OF SHIFT

Employer-initiated shift change:



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

Employee-initiated shift change:

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

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

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

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

82. NOTIFICATION OF TRANSFER TO NON-ROSTERED SHIFT WORK

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

83. CHANGES TO ANNUAL LEAVE

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

84. ABSENCES WITHOUT LEAVE

An on-duty employee who:

- fails to assemble for shift hand over at the times prescribed unless varied according to provisions under clauses 75 or 79,
- is absent from his or her duty station without an officer's permission,
- fails to answer the station alarm or other alarm devices,
- fails to answer roll call, or
- fails to report for drill sessions, lecture periods or exercise periods when required

shall be deemed to be absent without leave and subject to disciplinary action. (1997)

85. MESSING FACILITIES

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



86. REFRESHMENTS

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

87. PROMOTION AND ADVANCEMENT

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

88. STATION OFFICER DUTIES AND RESPONSIBILITIES

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

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

The parties agree that an employee classified as Senior Firefighter or First Class Firefighter in a career brigade is to be paid an allowance of 2% of the employee's annual salary rate in accordance with Clause 55 – Flexibility in Classifications - of this Agreement when the employee is currently competent and required by the employer to undertake one or more of the following responsibilities in a technical discipline. The 2% allowance is to apply for all hours worked. The level of responsibility equates with that set out for each discipline in the table of career path streams attached to Report of the Career Brigades Subcommittee of the Career Path Working Party dated March 1999.

Discipline	Level of Responsibility
Breathing Apparatus	Level 2(b)
Driver On & Off Road	Level 2(a)
Emergency Care	Level 2
High Angle Rescue	Level 2(a)
Technical Rescue (Confined, Trench, USAR)	Level 2

In addition to the above, Senior Firefighters and First Class Firefighters who undertake work at their substantive classification in areas outside career brigades are also to be paid the 2% allowance for all hours worked whilst undertaking that work. This payment recognises that these employees are required to work more autonomously than similarly classified employees in career brigades. (2001)

90. WORK ROSTER

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



91. PAYMENT OF HIGHER DUTIES DURING PERIODS OF LEAVE

The parties agree that where a rostered shift employee receiving an allowance under Part IV, subclause 1(a) - Higher Duties Allowance - of the *Tasmanian Fire Fighting Industry Employees Award 2000* 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.



SECTION C (3) - DISTRICT OFFICERS

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

In this section:

'major incident' - means a major incident as declared by the Chief Officer of the Tasmania Fire Service.

'normal headquarters' refer to the actual location of the office that the employee normally works from. (1997)

92. STATEMENT OF COMMITMENT AND PURPOSE

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

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

Of immediate concern is the implementation of recommendations, endorsed by the State Fire Commission, of the *Report of the Review of Career Fire Brigades* of the Tasmania Fire Service conducted by Twyford Consulting in order to improve overall levels of productivity and efficiency and elevate the Service to international best practice standards of operation and service delivery. The parties are therefore committed to its implementation over the life of this and future Agreements.

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

93. CODE OF ETHICS

Employees subject to this section have a duty to meet the community's need for the continuous protection of life, property and the environment. This shall be achieved through prevention by community education and by rendering assistance at all fires or other emergencies in accordance with the following code:

- all duties will be discharged in a highly professional manner;
- every effort will be utilised to prevent loss, damage or injury occurring to fellow employees and/or the public;
- employees will strive for professional excellence by continually improving knowledge and skills whilst maintaining a standard of physical fitness commensurate with the requirements of their duties. (1997)

94. CONFIDENTIALITY

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

In this clause "confidential information" means:

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



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

95. CONSULTATION PROCESS

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

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

96. VEHICLE USAGE AND AVAILABILITY

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



SECTION C(4) FIRECOMM

This section applies only to employees occupying positions in Firecomm.

97. CLASSIFICATION STRUCTURE

The parties agree that the classification structure for employees in Firecomm will be varied to remove the classification of Senior Communications Officer and replace it with the classification of Supervisor – Communications with a classification relativity of 120%.

A new classification of Leading Communications Officer is created with a classification relativity of 109%.

The classification definitions for these positions are:

Supervisor – Communications

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

Leading Communications Officer

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

98. PROMOTION AND ADVANCEMENT

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

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



SECTION C (5) - TASFIRE EQUIPMENT OFFICERS

This section applies to employees occupying positions in the TasFire Equipment Division of the Tasmania Fire Service.

99. TERMS OF ENGAGEMENT

New employees will complete a qualifying period of three months. (1997)

100. COUNSELLING PROCESS

A formal counselling process including employee-initiated assessments shall be established. (1997)

101. CONSULTATIVE COMMITTEE

A formal consultative committee, including representatives of the TFS and UFU, shall be maintained and a grievance and dispute resolution procedure shall be adopted. (1997)

102. NEW COMPUTERISED TECHNOLOGY

Employees are committed to investigate and where appropriate introduce any new computerised technology, which assists Fire Equipment Officers in their normal duties. (1997)

103. CLASSIFICATION STRUCTURE

The parties agree that the classification structure for employees in TasFire Equipment will be varied to create a new classification of Fire Equipment Officer Level 1 with a classification relativity of 73%.

The classification of Qualified Fire Equipment Officer is changed to be Fire Equipment Officer Level 2.

A new classification is to be introduced for Senior Fire Equipment Officer that replaces the existing classification of Senior Fire Equipment Officer.

The classification definitions for these positions are:

Trainee Fire Equipment Officer

Under direct supervision, a Trainee Fire Equipment Officer learns and undertakes routine fire equipment servicing, sales and maintenance duties requiring the application of basic mental and physical skills. A supervisor gives specific direction.

Fire Equipment Officer Level 1

A Fire Equipment Officer Level 1 undertakes a range of basic fire equipment servicing, sales and maintenance tasks under general supervision and direction. There may also be a requirement to train and supervise Trainee Fire Equipment Officers engaged in learning and applying basic fire equipment tasks, commensurate with skills attained.

Work is undertaken both individually and in a team, exercising judgement in deciding how assignments will be completed.

Good interpersonal and communication skills with clients and colleagues are a feature of the position.

Fire Equipment Officer Level 2

A Fire Equipment Officer Level 2 undertakes a range of routine fire equipment servicing, sales and maintenance tasks under general direction and supervision. There will be a requirement to



train and supervise Trainee Fire Equipment Officers and Level 1 Fire Equipment Officers engaged in learning and applying basic fire equipment tasks, commensurate with skills attained.

Work is undertaken both individually and in a team, exercising judgement in deciding how assignments will be completed.

Well developed interpersonal and communication skills with clients and colleagues are a feature of the position. (1999)

Senior Fire Equipment Officer

Under limited direction and limited supervision, a Senior Fire Equipment Officer supervises and co-ordinates a team of employees performing fire equipment sales and servicing functions. Supervision includes the assignment and quality control of work, stock management, staff management, coordination of training, and ensuring a safe workplace. A Senior Fire Equipment Officer is, subject to limited direction, responsible for marketing the Unit's services in a region and managing the regional customer base.

A Senior Fire Equipment Officer is expected to exercise a high degree of initiative, judgment and flexibility in solving complex operational problems. High level interpersonal skills are a feature of a position at this level.

A Senior Fire Equipment Officer may be expected to undertake the full range of fire equipment, servicing and maintenance tasks. (2004)

104. PROMOTION AND ADVANCEMENT

Eligibility for advancement, but not promotion, is to be on the basis of formal assessment of skills acquired and utilised that are required by Tasmania Fire Service for the classification. These skills are to be certified to in writing as part of the assessment process.

Where assessment is delayed through no fault of the employee, the eligible date for advancement is not to be changed and the increase, if any, will be paid retrospectively to that date.

Advancement to Fire Equipment Officer Level 1 is to occur after the successful completion of 12 months employment as a Trainee Fire Equipment Officer and the successful achievement of competencies established by the Tasmania Fire Service.

Advancement to Fire Equipment Officer Level 2 is to occur after the successful completion of 12 months employment as a Fire Equipment Officer Level 1 and the successful achievement of competencies established by the Tasmania Fire Service.

Promotion to Senior Fire Equipment Officer is to be by appointment to a vacant position on merit. A person appointed to the position who has not achieved all of the competencies required by the Tasmania Fire Service for the position shall achieve the competencies within a reasonable period. (2003)

105. HOURS OF WORK – TASFIRE EQUIPMENT

The hours of work for employees in TasFire Equipment will be amended as follows:

Self Managed Time

Employees are to manage their own time in accordance with the following guidelines:

Records



A record of hours worked is to be kept daily by the employee, and made available to supervisors as required. (1999)

Hours to be Worked

Employees will work 304 hours in an 8 week cycle. The 304 hour cycle is made up of eight 38-hour working weeks. Each 38-hour week is made up of five 7.6 hour working days. An additional 0.4 hours per day is to be worked over 19 working days to enable employees to accrue a further 7.6 hours that will be taken as a rostered day off in accordance with conditions specified for rostered days off below.

Spread of Hours

The normal spread of hours is between 7:00 am and 7:00 pm Monday to Friday with a minimum unpaid lunch break of 30 minutes.

The employer and an employee, may, by mutual agreement, vary the normal spread of hours. In such cases, time worked outside the normal spread of hours from Monday to Friday shall not be paid at overtime rates but shall be included in the 304 hours for the relevant 8 week cycle.

No more than 12 hours is to be worked in any one day except in an emergency.

A minimum break of 8 hours is to be taken between days. If this is not possible, overtime will be paid at Award rates.

Rostered Days Off

A system is to be developed that enables employees to work an additional 0.4 hours, as outlined above, in each working day in order to accrue a 7.6 hour Rostered Day Off after each 19 working days.

A schedule of Rostered Days Off is to be developed by the Manager, TasFire Equipment for each work centre prior to the commencement of the calendar year. The schedule is to ensure that no more than one employee in each work centre is taking a Rostered Day Off on the same day. Subject to discussions between the employer and employees, a Rostered Day Off may be scheduled on any normal working day. Subject to the prior agreement of the employer, an employee may agree to swap a scheduled Rostered Day Off with another employee in the same work centre.

Rostered Days Off are not to be earned during periods of leave as the additional 0.4 working hours are not worked by an employee. Each leave day, other than sick leave days in the circumstances outlined below, is to be treated as a 7.6 hour working day. This means that, given Award recreation leave entitlements, a maximum of 12 Rostered Days Off may be earned in any 12 month period. Sick leave absences of less than 5 consecutive working days are not to affect the earning of a Rostered Day Off. Where 5 or more sick leave days are taken on consecutive working days, each sick leave day will be treated as a 7.6 hour working day.

The employer is to consult with employees on the manner in which the Rostered Days Off are to be administered.

Time Off

Employees may seek the approval of their supervisor to take time off at any stage in an 8 week cycle, subject to the following:

- The employer is satisfied that the employee will complete 304 hours in the relevant 8 week cycle, and



- The employer is satisfied that the absence on a particular day will not significantly compromise the work of the Unit.

The employer will ensure that employees are given the opportunity to take time off during an 8 week cycle at mutually agreeable times so that no more than 304 hours are worked in that 8 week cycle.

Employees may elect to accumulate and carry forward for their own purposes up to 30.4 hours in excess of the required 304 hours in an 8 week cycle. This time shall not be counted as overtime. No more than 30.4 hours shall be carried forward from one 8 week cycle to the next.

Overtime

All overtime is to be authorised in advance by the Manager, TasFire Equipment.

Overtime will accrue only when the employer directs the employee to work hours in excess of:

- 8 hours in a day; or
- 40 hours in a week; or
- on a Saturday or a Sunday; or
- 304 hours in an 8 week cycle and it is not practical to take time off during the cycle.

Overtime is not to be paid for work performed on an employee's scheduled Rostered Day Off. Instead, an alternative day in lieu of the scheduled Rostered Day Off is to be agreed between the employer and employee.

Implementation Arrangements

The working hours arrangements contained in this clause are to be implemented from a date to be agreed between the parties.(2004)

106.TASFIRE EQUIPMENT - PRODUCTIVITY IMPROVEMENTS

The parties agree to identify and implement productivity improvements over the life of the agreement. These improvements may include:

- improvements to work practices and processes;
- improvements to customer servicing levels and standards; and
- any other matters that may improve business performance.

Any productivity improvements implemented should meet the needs of TasFire Equipment customers, employees and the Tasmania Fire Service.



PART D - MISCELLANEOUS PROVISIONS

107. CLEANING OF UNIFORMS AND PROTECTIVE CLOTHING

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

108. REISSUED CLOTHING

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

109. UNION MEETINGS

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



This Agreement under Section 55(2) of the Industrial Relations Act 1984 is made in Hobart on this of June 2008.

Signed for and on behalf of the Minister
Administering the State Service Act 2000

..... 

Name:..... F. OGLE

Address:..... Director, PSMO

..... Level 9, 144 MacQuarie St

..... Hobart

Signed for and on behalf of United
Firefighters Union of Australia (Tasmania
Branch)

..... 

Name:..... RICHARD WARWICK

Address:..... SECRETARY

..... 379 ELIZABETH ST NORTH HOBART

..... PO Box 20 NTH HOBART 7001



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

APPENDIX A - SALARIES PAYABLE

<i>Classification</i>	<i>Percentage Relativity</i>	<i>Annual salary as at 30/6/07</i>	<i>Plus 3.6% and 1.4% wef ffpp commencing on or after 1/12/07</i>	<i>Plus 3.6% and 1.2% wef ffpp commencing on or after 1/12/08</i>	<i>Plus 3.5% wef ffpp commencing on or after 1/12/09</i>
Trainee Firefighter	75	\$41,881	\$43,996	\$46,127	\$47,741
Firefighter after 6 months	80	\$44,673	\$46,929	\$49,202	\$50,924
Firefighter after 12 months	85	\$47,465	\$49,862	\$52,277	\$54,107
Firefighter after 24 months	90	\$50,257	\$52,795	\$55,352	\$57,290
1st Class Firefighter	100	\$55,841	\$58,661	\$61,502	\$63,655
Senior Firefighter	105	\$58,633	\$61,594	\$64,577	\$66,838
Leading Firefighter	109	\$60,867	\$63,940	\$67,037	\$69,384
Station Officer	120	\$67,009	\$70,393	\$73,802	\$76,386
Station Officer Grade 1 (Interim Classification only)	123	\$68,684	\$72,153	\$75,647	\$78,296
Senior Station Officer	125	\$69,801	\$73,326	\$76,878	\$79,569
District Officer	138	\$80,830	\$84,912	\$89,025	\$92,141
Trainee Communications Officer	75	\$41,881	\$43,996	\$46,127	\$47,741
CO After 6 months	80	\$44,673	\$46,929	\$49,202	\$50,924
CO After 12 months	85	\$47,465	\$49,862	\$52,277	\$54,107
CO After 24 months	90	\$50,257	\$52,795	\$55,352	\$57,290
CO After 36 months	100	\$55,841	\$58,661	\$61,502	\$63,655
Leading Communications Officer	109	\$60,867	\$63,940	\$67,037	\$69,384
Supervisor – Communications	120	\$67,009	\$70,393	\$73,802	\$76,386
Trainee Fire Equipment Officer		\$36,852	\$38,714	\$40,589	\$42,010
Fire Equipment Officer Level 1		\$38,416	\$40,356	\$42,311	\$43,792
Fire Equipment Officer Level 2		\$41,022	\$43,094	\$45,181	\$46,762
Senior Fire Equipment Officer*		\$47,666	\$50,073	\$52,499	\$54,336



APPENDIX B – SPECIAL CONDITIONS FOR EMPLOYEES UNDERTAKING SPECIALIST FIRE INVESTIGATION RESPONSIBILITIES

The conditions contained in this Appendix apply to an employee occupying or acting in a position of Regional Fire Investigation Officer or undertaking specialist fire investigation responsibilities on a relief basis:

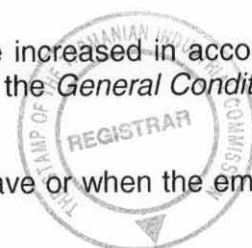
Availability

Where an employee is required to hold himself or herself available to undertake specialist fire investigation response at emergency incidents, the following conditions are to apply;

- The TFS does not require Regional Fire Investigation Officer's to hold himself or herself available for return to work during the hours of darkness. The hours of darkness are defined as being from 1800 to 0600.
- Where the employee is occupying the position of Regional Fire Investigation Officer, the employee is to participate in an availability roster for a maximum of two weekends out of any four. This roster operates regardless of the number of weekends in the month. Regional Fire Investigation Officer's are to also cover public holidays unless the holiday forms part of a weekend or long weekend. In this circumstance, it is to be covered by the person rostered for availability for that weekend (unless other arrangements have been put in place).
- On any other weekends, the positions on the availability roster are to be filled by officers from career brigades or regions.
- Participation in the availability roster means that the officer must remain in contact by telephone/pager, be able to leave to attend the incident within a reasonable period of time eg 30 minutes, and must not be affected by intoxicating substances.
- From time to time, Regional Fire Investigation Officers have a second person working with them in a mentoring role. The TFS does not require these employees to be hold themselves available for immediate recall and, as a result, will not pay an availability allowance. The employee may attend overtime calls if they are willing to and attendance is approved by the District Officer.
- Availability allowance may be paid on one or two occasions to a person who is filling in for the Regional Fire Investigation Officer whilst on leave. This is only to occur immediately prior to the Regional Fire Investigation Officer proceeding on leave. The allowance is paid on the basis that the person holds himself/herself available in accordance with the conditions contained in this section to enable appropriate training and induction.

Availability Allowance

- The rate of the availability allowance under the *General Conditions of Employment Award* of \$1.30 per hour or a maximum of \$15.10 per day is to be paid to Regional Fire Investigation Officers and officers in career brigade or regions when they are required to hold themselves available from 0600 to 1800 on weekends and public holidays for the purposes of this provision.
- The availability allowance payable under this provision is to be increased in accordance with future movements of the availability allowance contained in the *General Conditions of Employment Award*.
- The availability allowance is not to be paid during periods of leave or when the employee is not required to hold himself/herself available.



- The payment of availability allowance is in excess of award entitlements and is not to apply to other uniformed career staff due to the unique circumstances involved in fire investigation activities.

Overtime

- The spread of hours for the Regional Fire Investigation Officer's to attend emergency incidents where the hours are considered a part of the 320 hour cycle is to be from 0600 to 1800 from Monday to Friday (excluding public holidays).
- Attendance at an emergency incident outside 0600 to 1800 from Monday to Friday is at overtime rates, i.e. night time, weekend days and public holidays.
- Commencing travelling to an emergency incident to arrive by around 0800 is to attract overtime for any travelling until 0600.
- Availability allowance is not to be paid for any hours within the 0600 to 1800 Monday to Friday spread (excluding public holidays) as the Regional Fire Investigation Officer is attending the emergency incident within the spread of hours they are expected to attend incidents.
- Officers in career brigades and regions on availability are to receive overtime payments under the Call Back provisions of the Tasmanian Fire Fighting Industry Employees Award 2000 when attending an emergency incident as the person on call.
- Attendance at incidents not requested by District Officers or Regional Officers is not to be paid at overtime rates. Overtime claims must be authorised by the requesting District Officer or Regional Officer. Overtime claims are to be made on separate claim forms. These claims are to be submitted as soon as possible after overtime has been performed.
- The payment of overtime to Regional Fire Investigation Officer's is in excess of award entitlements and is not apply to other non-rostered shift workers due to the unique circumstances involved in fire investigation activities. The payment of overtime is not to be used as a basis for justifying the extension of a right to overtime for other than firefighting operations to other non-rostered shift workers.

Meal Allowance

Meal allowances are payable to Regional Fire Investigation Officer's in accordance with the following arrangements:

- Monday to Friday - Where the Regional Fire Investigation Officer is advised prior to midnight on the preceding day of the need to commence work early on the following day, a meal allowance is not to be paid if the Regional Fire Investigation Officer is required to commence work prior to 0430 hours (that is 1 ½ hours before the start of the spread of normal hours).
- Monday to Friday - Where the Regional Fire Investigation Officer is advised after midnight on the day on which the overtime is to be worked of the need to commence work early on that day, a meal allowance is to be paid if the Regional Fire Investigation Officer is required to commence work prior to 0630 hours (that is 1 ½ hours before the Regional Fire Investigation Officer's usually commence work.)
- Saturday, Sunday and Public Holidays – meal allowances are payable where the Regional Fire Investigation Officer is advised of the need to work overtime after midnight on the day on which the overtime is to be worked.



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

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

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

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



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

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

The provisions of this clause are not to apply to:

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



APPENDIX D - 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 shall be, and then decide whether or not to proceed with a particular program as detailed below.

Time off in lieu may be accumulated during participation in:

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

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

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

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



APPENDIX E - TRAVELLING ARRANGEMENTS

Where an employee is required by the employer to remain away from his or her home overnight, the following arrangements shall apply.

- (1) The employer is to meet the costs of all accommodation. As far as practicable, the employer will identify acceptable accommodation and establish arrangements so that employees are not required to make any payments for accommodation. Where such arrangements do not exist, the employee may seek to be paid the cost of the accommodation in advance or may claim reimbursement of the costs on presentation of receipts.
- (2) The employer is to ensure that accommodation identified meets a minimum standard of being clean, healthy and reasonably spacious and private. This accommodation is to be in as close proximity as practical to the place where the employee will be performing the work in all but exceptional circumstances.
- (3) Where meals are purchased by the employee, the employer is to pay meal allowances in accordance with Part IV subclause 2(a) of the Award
- (4) In circumstances where meals and accommodation are both provided by the employer, the employee is not to be paid meal allowances, but is entitled to claim the Training Course, Conference Allowance set out in Part IV subclause 2(b) of the Award.
- (5) An employee is not entitled to be paid both the meal allowances and Training Course, Conference Allowance at the same time.
- (6) The employer is to meet the reasonable cost of one phone call to the employee's family when an overnight absence is required by the employer. The employer is also to meet the cost of incidental expenses reasonably incurred by the employee during the overnight absence. In such circumstances, the employee is to provide receipts for these incidental expenses.



APPENDIX F - MINOR REPAIRS AND PREVENTATIVE MAINTENANCE

Vehicles

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

Equipment

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

Buildings

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



APPENDIX G - DAILY WORK PROGRAM

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

Hours

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

Nights Shifts – Monday – Friday

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

2200-0700	Emergency Incidents /Stand down	1
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
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1700-1800	Emergency Incidents, Maintenance - routine & general	1
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Nights Shifts – Good Friday, Anzac Day, Christmas Day, Saturday & Sunday

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

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



T13175 of 2008

30 JUN 2008



Memorandum of Understanding

Between

The Minister Administering the *State Service Act*
2000

and

United Firefighters Union of Australia
(Tasmania Branch)

2008



This Memorandum of Understanding is made between the Minister Administering the *State Service Act 2000* and the United Firefighters Union of Australia (Tasmania Branch).

1. Introduction

The State Fire Commission Superannuation Scheme (SFCSS) was a self-funded superannuation scheme administered by a board of Trustees. To retain its sustainability and at the direction of the Australian Prudential Regulation Authority, changes were made to the SFCSS Trust Deed following actuarial advice, with effect from 1 July 2005.

The administration of the SFCSS was transferred to the Retirement Benefits Fund Board (RBF) in April 2006.

A dispute arose between the Minister and the United Firefighters Union of Australia (Tasmania Branch) (UFU) as the UFU claimed its members were disadvantaged as a result of these changes to the SFCSS scheme in July 2005.

The Minister does not accept UFU's position, but to resolve the dispute, will work with UFU, the Union Members and the RBF Board to implement UFU's proposal that the SFCSS be wound up and the SFCSS members' benefits be transferred to approved superannuation schemes.

This Memorandum of Understanding (MoU) reflects each party's commitment to the resolution of their dispute. This document will be tabled in the Tasmanian Industrial Commission.

2. Definitions

Employer means the Minister Administering the *State Service Act 2000*

Fund means the State Fire Commission Superannuation Scheme (SFCSS)

Members means the members of the SFCSS

Minister means the Minister Administering the *State Service Act 2000*

Union means the United Firefighters Union of Australia (Tasmania Branch) (UFU)

Union Members means members of the United Firefighters Union of Australia (Tasmania Branch)

3. Aim

The aim of this MoU is to record the commitment of both parties to work cooperatively to provide a fair and equitable outcome for all Union Members in the resolution of the dispute involving the State Fire Commission Superannuation Scheme (SFCSS).



This MoU identifies how the parties will work together to achieve this aim through the wind up of the SFCSS

4. Principles of MoU

The parties have agreed to enter into this MoU on the terms in the MoU.

Implementation of the MoU is accepted as the final resolution to the matters in dispute resulting from changes occurring in 2005.

Each party will use their best endeavours to ensure they fulfil their commitments under the MoU.

The parties acknowledge that the sole purpose of this MoU is to state their commitment to facilitating the winding up of the Fund and transfer of Members to approved superannuation schemes, and for no other purpose.

5. Term of the MoU

The MoU will remain in operation until the Fund has been wound up and all Members have transferred to another approved superannuation scheme or 3 years whichever is earlier.

6. Responsibilities of the UFU

The UFU agrees:

- to recognise and accept that the performance of superannuation accumulation funds is not an employer related matter;
- to use its best endeavours to raise awareness of the proposal and to gain acceptance of it by all Members;
- to support the wind up of the Fund; and
- to support the Government in obtaining passage of the required legislation through Parliament, after consultation on the content of the legislation.

7. Responsibilities of the Minister

The Minister will draft new legislation to enable the winding up of the Fund.

The Minister will consult with the UFU on the content of the legislation.

8. Cost of winding up of Fund



The parties agree that the Employer will be responsible for arranging the wind up legal costs to be met.

9. Membership Education/Awareness Program

The parties agree that a membership education/awareness program, with an expert chosen by the UFU, will be made available to Members to raise awareness about superannuation accumulation funds. This will be funded by the State Fire Commission for 12 months after closure of the Fund.

10. Specific details of the resolution to wind up the Fund

The following terms are to be documented and/or legislated:

- As part of the Fund wind up process, an equitable distribution of the total assets of the Fund (as at the date of wind up, less administration costs and taxes), to each Member to roll into an approved superannuation fund of the Member's choice.
- The employer will provide payments for Category A Members, who retire age 55 years and over, before the wind up of the Fund, as follows;
 - For Members who retired between 1 July 2005 and 29 February 2008, \$7,000 for each year of service (and on a pro-rata basis for a part year) between 1 July 2005 and their retirement date; and
 - For Members who retire between 1 March 2008 and the prescribed wind up date of the Fund, \$12,000 for each year of service (and on a pro-rata basis for a part year) between 1 July 2005 and their retirement date.
- Maintenance of the employer contribution of 14% of salary for contributors who were Members before 1 July 2005.
- The parties acknowledge that legislation will be required to direct the RBF Board to wind up the Fund. The legislation must include provisions that:
 - Maintain employer contribution at 14% of salary for pre 1 July 2005 Members; and
 - Prescribe a date for wind up of the Fund.
 - Prescribe a method of equitable distribution of the Fund's total assets among Members and for their transfer to an approved superannuation scheme of each Member's choice;
 - Prescribe a default transfer to the RBF Accumulation Fund where a Member fails to nominate an approved scheme;



- o Prescribe a formula for the equitable distribution of assets.
- o Prescribe a process for wind up of the fund in accordance with the Australian Prudential Regulation Authority.

11. Actuary Advice

The parties acknowledge that the Tasmanian Government actuary (currently PricewaterhouseCoopers) will provide actuarial advice. The Actuary will provide options and models for the wind up for the parties to consider before legislation is drafted. The Employer will be responsible for arranging the costs for actuarial advice to be met.

12. New Legislation

The parties acknowledge that the changes will require time for drafting legislation and its approval by Parliament before the wind up process commences. The indicative timeframe should take into account that:

- The possible window for the legislation is the Autumn 2009 Parliamentary Session; and
- The Fund wind up process is likely to take up to 6 months after legislation is passed, although an earlier date of effect may be set.

13. Members of Fund

The parties agree that a Deed of Release is to be signed by all Union Members.

14. Official contacts for purposes of MoU

Minister Administering the State Service Act 2000

Mr Frank Ogle
 Director Public Sector Management Office
 Department of Premier and Cabinet
 9th Floor, 144 Macquarie Street
 Hobart Tas 7000
 Telephone: - 62336546

UFU

Mr Richard Warwick
 Secretary United Firefighters Union of Australia (Tasmania Branch)
 379 Elizabeth Street Hobart TAS 7000



Telephone:- 62349331

15. Statement of Understanding

This MoU is intended to express the parties' agreement about its subject matter. The parties intend that the terms of this MoU are not binding upon them and are not legally enforceable.

16. Signatories

This MoU is made in Hobart on this30.....of June 2008

Signed for and on behalf of the
Minister Administering the State
Service Act 2000

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Name:Director PSMO

Address:144 MacQuarrie St
.....Hobart 7000 .
.....

Signed for and on behalf of United
Firefighters Union of Australia
(Tasmania Branch)

.....
.....

Name:RICHARD CLARWICK

Address:379 ELIZABETH ST NTH HOBART 7000
.....PO Box 20 NTH HOBART 7002
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