

T14488 OF 2017



TASMANIAN FIRE FIGHTING INDUSTRY EMPLOYEES' INDUSTRIAL AGREEMENT 2016

Between the

Minister administering the *State Service Act 2000*

and the

United Firefighters Union of Australia Tasmania Branch



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PART A - INTRODUCTION AND ADMINISTRATIVE ARRANGEMENTS

1. TITLE OF AGREEMENT

This agreement is to be known as the *Tasmanian Fire Fighting Industry Employees' Industrial Agreement 2016*.

2. PARTIES TO THE AGREEMENT

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

3. APPLICATION

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

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

4. TERM OF THE AGREEMENT

The Agreement is to take effect from 1 December 2016 and is to conclude on 30 June 2018.

5. DEFINITIONS

a) General Definitions

'Agreement' means the *Tasmanian Fire Fighting Industry Employees' Industrial Agreement 2016*.

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

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

'Day' means a calendar day.

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

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

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

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

'Immediate family' in respect of an employee includes:

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

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



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

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

'Personal leave year' means 12 months of continuous paid employment from the commencement of employment including periods of paid leave.

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

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

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

6. STATEMENT OF COMMITMENT AND PURPOSE

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

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

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

7. CODE OF ETHICS

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

The parties will adhere to the following code:

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



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

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

9. GRIEVANCES AND DISPUTE SETTLING PROCEDURE

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

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

10. CONSULTATION PROCESS

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

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

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

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


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

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

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

11. FUTURE NEGOTIATIONS

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





12. NO EXTRA CLAIMS

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

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

13. COMMITMENTS

The parties commit that:

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



PART B - GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

14. WAGES

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

- (i) with effect from the first full pay period commencing on or after 1 December 2016, by 2 per cent.
- (ii) with effect from the first full pay period commencing on or after 1 December 2017, by 2 per cent.

15. REVIEW OF CLASSIFICATIONS AND RELATIVITIES

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

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

16. PERSONAL LEAVE


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

(a) For the purposes of this clause:

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

(b) Amount of paid personal leave

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

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

(c) Accumulation of personal leave

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

(d) The effect of workers compensation

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

(e) Personal leave for personal injury or sickness

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

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

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

(g) Sole person accessing leave

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

(h) Employee must give notice

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



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

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

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

(j) Evidence Supporting Claim

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

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

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

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



(k) Verification of illness

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

(l) Unpaid personal leave

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

17. MEAL ALLOWANCE - DAY TRAVEL

- (a) An employee required by their employer to undertake duties more than 60 kilometres from the employee's normal work location and who is required to purchase breakfast or an evening meal is entitled to payment of the meal allowances prescribed in subclause 18(b) if:
 - (i) in respect of breakfast, duties are commenced not less than one and a half hours before employee's normal starting time; and
 - (ii) in the case of dinner, duties are performed for not less than one and a half hours after the employee's normal finishing time.
- (b) For the purposes of this clause, work location means a specific location which serves as the base for an employee. It does not include a whole Region or District.

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

- (a) A rostered shift employee who is required to undertake rostered shift work for a single shift in a Region other than the Region in which their duties are normally located and:
 - (i) Receives notice of the requirement to undertake such rostered shift:
 - (1) After midnight, if required to work a day shift that day, or
 - (2) After midday for a night shift commencing that day; and
 - (ii) Is required to purchase breakfast or an evening meal is entitled to payment of the meal allowances prescribed in subclause (b) of this clause if:
 - (1) in respect of breakfast, duties are commenced not less than one and a half hours before employee's normal starting time; and
 - (2) in the case of dinner, duties are performed for not less than one and a half hours after the employee's normal finishing time.





(b) Meal Allowance - Rates

<u>Meal</u>	<u>Rate of Allowance</u>
Breakfast	\$13.25
Dinner	\$25.35

The rates contained above are derived from the Australian Taxation Office (ATO) Taxation Determination TD2016/13, Table 1. These rates are to be adjusted from 1 July each year by taking 50% of the appropriate ATO determination for meals in Table 1 of that determination, rounded to the nearest 5 cents.

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

19. INTERSTATE AND INTERNATIONAL DEPLOYMENTS

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

(a) Interstate Deployments

(i) Hours of Work and Overtime

a. Rostered Shift Employees

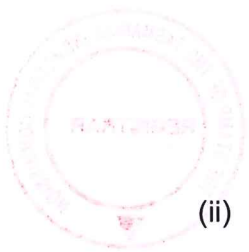
Where a rostered shift employee deploys to an emergency incident interstate, the following will apply:

- (1) The employee's normal rostered hours of duty is to change from two 10 hour day shifts and two 14 hour night shifts to four 12 hour shifts to be worked at the hours determined by the Incident Management Team.
- (2) An employee participating on an interstate deployment will not be paid less than the weekly wage rate they would have received had they not been on deployment.
- (3) An employee who works in excess of their hours of duty they would have worked had they not been on deployment is to be paid at overtime rates for those additional hours worked.
- (4) An employee who works in excess of 12 hours per day is to be paid at overtime rates for those additional hours worked.
- (5) Provided that where subclause (3) and (4) of this clause apply an employee is not to receive in aggregate more than the equivalent of double the normal rate of pay ie. overtime.
- (6) Travel time from the interstate accommodation to the interstate incident site is to be counted as time worked.

b. Non-Rostered Shift Employees and District Officers

- (1) The hours of work provisions set out in Clause 28 of the Agreement are to apply.
- (2) Travel time from the interstate accommodation to the interstate incident site is to be counted as time worked.





(3) Overtime is to be paid in accordance with Clause 28(e)(ii)(2).

(ii) Other Conditions

- a. On return from an interstate deployment, an employee is to have a minimum break of 24 hours without loss of ordinary pay before recommencing normal duties. Where the minimum break falls during an employee's rostered days off or weekend, the employee will not be entitled to any payment for that break.
- b. Prior to payment of overtime and travelling time, an employee is required to submit a claim form approved by the TFS Liaison Officer.

c. Time Spent Travelling

- (1) This provision applies only to time spent travelling between Tasmania and the host State. The provision does not apply to travel between accommodation and incident site.
- (2) Time spent travelling from Tasmania to the nominated area of operations in the host State and return during normal working hours will be treated as normal work. Time spent travelling outside normal working hours is to be paid at single time.
- (3) Time spent travelling from Tasmania to the host State and return is to be paid single time with a maximum of 8 hours in any day to be recognised and paid for travelling. Provided that where travel time from Tasmania to the host State and return exceeds 8 hours in any day the Employer may authorise the payment of actual time spent travelling. Time spent travelling does not apply to time spent in accommodation that may be required during travel to or from the home state.
- (4) Where an employee elects to stay interstate for a longer period than the required deployment, or remains interstate between deployments, travelling time in accordance with subclause (ii)(c) above is not to be paid. In these situations, however, the employee is to be paid travelling time for reasonable time spent travelling when he/she returns to Tasmania. The quantum of reasonable time is to be agreed between the employer and employee prior to approval being given for the employee to remain interstate. The intent of this provision is that an employee should be paid the amount of travelling time that the employee would have been paid had the employee returned to Tasmania at the scheduled end of the deployment;

d. Employees on recreation leave or long service leave

- (1) Employees on recreation leave or long service leave should not normally participate in an interstate deployment unless exceptional circumstances exist.
- (2) Where participation is approved for an employee on recreation leave or long service leave, that leave will deem to be ceased from the time that approval is granted and the employee will be deemed to have returned to work.
- (3) On completion of the deployment, and any post-deployment activities required by the employer, the employee should normally be able to





recommence leave. However, the circumstances surrounding the need for deployments may necessitate the need for an employee to recommence normal duties on return from a deployment. Where this is likely to be the case, the need to recommence normal duties on return from deployment will be discussed and agreed between the employer and employee prior to the commencement of the employee's deployment.

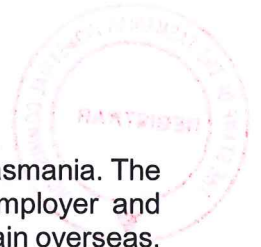
e. Accommodation, Meals and Incidental Expenses

- (1) Accommodation and meals are to be organised and paid for by the host agency and/or employer. An employee is required to use the accommodation and meals provided. The employee is to receive the incidental expenses allowance in Part IV Clause 3(a)(i) of the Tasmanian State Service Award.
- (2) Where accommodation and/or meals have not been organised or paid for by the employer, an employee may be required to purchase their meals and/or accommodation. Where such a purchase has been made, an employee is entitled to the provisions set out in Part IV Clause 3(a)(i) of the Tasmanian State Service Award.

(b) International Deployments

(i) Hours of Work and Overtime

- (1) An employee participating on an international deployment is to continue to receive the normal single time salary for the ordinary weekly hours the employee would have worked if not on deployment irrespective of the number of actual hours worked, except as provided for in subclause 19(b)(i)(4), (5) and (6) below;
- (2) An employee on international deployment is expected to work the hours that are normal for the host agency. The hours to be worked will be agreed between the employer and employee prior to the employee departing on the deployment;
- (3) The standard operational period of work for an employee on international deployment is 12 hours per day, inclusive of travel time to and from an incident site;
- (4) An employee may be directed to work up to 2 hours more than the 12 hours in any operational period, for which the employee is entitled to up to 2 hours overtime to be paid at double time;
- (5) In extreme circumstances, and with the prior approval of the Tasmanian Contingency Leader, an employee may be required to work up to a further 2 hours, resulting in a total of up to 16 hours worked. In this case, the employee is entitled to be paid overtime at double time for the additional hours worked;
- (6) Time spent travelling from Tasmania to the host country and return is to be paid at single time with a maximum of 12 hours in any day to be recognised and paid for travelling;
- (7) Where an employee elects to stay overseas for a longer period than the required deployment, or remains overseas between deployments, travelling time in accordance with subclause 19(b)(i)(6) above is not to be paid. In these situations, however, the employee is to be paid travelling time for



reasonable time spent travelling from when he/she returns to Tasmania. The quantum of reasonable time is to be agreed between the employer and employee prior to approval being given for the employee to remain overseas. The intent of this provision is that an employee should be paid the amount of travelling time that the employee would have been paid had the employee returned to Tasmania at the scheduled end of the deployment;

- (8) An employee may elect to take time in lieu at single time for overtime worked or travelling time;
 - (9) On return from an overseas deployment, an employee is to have a minimum break of 24 hours without loss of ordinary pay before recommencing normal duties. Where the minimum break falls during an employee's rostered days off or weekend, the employee will not be entitled to any payment for that break.
 - (10) Prior to payment of overtime and travelling time, an employee is required to submit a claim form approved by the Tasmanian Contingency Leader.
- (ii) Employees on recreation leave or long service leave
- (1) Employees on recreation leave or long service leave should not normally participate in international deployments unless exceptional circumstances exist;
 - (2) Where participation is approved for an employee on recreation leave or long service leave, that leave will deem to be ceased from the time that approval is granted and the employee will be deemed to have returned to work;
 - (3) On completion of the deployment, and any post-deployment activities required by the employer, the employee should normally be able to recommence leave. However, the circumstances surrounding the need for deployments may necessitate the need for an employee to recommence normal duties on return from a deployment. Where this is likely to be the case, the need to recommence normal duties on return from deployment will be discussed and agreed between the employer and employee prior to the commencement of the employee's deployment.
- (iii) Accommodation, Meals and Incidental Expenses
- (1) Accommodation and meals are to be organised and paid for by the host agency and/or employer. An employee is required to use the accommodation and meals provided;
 - (2) Where meals have not been organised or paid for by the employer, an employee may be required to purchase their meals. Where such a purchase has been made, an employee is entitled to the meal allowances at a rate determined and published by the Australian Taxation Office that is applicable to the relevant overseas locations, as amended from time to time.
 - (3) Where the cost of accommodation has been met by the employee and/or the meal expense was greater than the allowances outlined above, reimbursement of actual expenses will be considered if prior approval for the expense was given and on the production of receipts.
 - (4) An employee on international deployment is to receive an incidental expenses allowance at a rate determined and published by the Australian Taxation Office that is applicable to the relevant overseas locations, as



amended from time to time. This allowance is not payable if an employee elects to stay overseas for a longer period than the required deployment, or remains overseas between deployments.

- (c) The parties agree to review the provisions for interstate and international deployments following the registration of this agreement:
- (i) For interstate deployments, at the conclusion of the first summer period where interstate deployments have been required; or
 - (ii) For international deployments, at the conclusion of the first round of international deployments.

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

20. NOVATED LEASE

- (a) Employees may elect to salary sacrifice a proportion of their salary for the novated lease of a motor vehicle subject to compliance with any Tasmanian or Commonwealth government directive and legislation.
- (b) All salary sacrifice arrangements are to be administered by an organisation nominated by the employer following consultation with unions.
- (c) All fringe benefits tax, other tax liabilities, and/or direct administrative costs incurred by a salary sacrifice arrangement under this clause is the employee's responsibility and does not create any employer liability.
- (d) The salary payable to an employee who enters into a salary sacrifice arrangement is the salary payable under that arrangement.
- (e) Payment of an accrued leave entitlement, or in lieu of notice, made to an employee who ceases employment and employer and employee superannuation contributions and overtime and penalty payments are based on the salary that would have been payable had the salary sacrifice agreement not existed.
- (f) An employee who withdraws from a salary sacrifice arrangement is required to comply with the requirements of the administrator of that arrangement.

21. FAMILY VIOLENCE LEAVE

- (a) Purpose of Family Violence Leave

Family violence leave is available to an employee who is experiencing family violence for the purpose of:

- Attending medical/counselling/legal/financial appointments;
- Organising safe housing, child care, or education services;
- Maintaining support networks with children, family and significant others; and
- Undertaking other related activities.

The privacy and confidentiality of an employee who has applied for or taken family violence leave is of primary importance.





(b) Definitions

- (i) **'An employee experiencing family violence'** means a person against whom family violence is directed.
- (ii) **'Family Violence'** is conduct as defined by s.7 of the *Family Violence Act 2004* against a member of an employee's immediate family or household.
- (iii) **'Household'** means any person or persons who usually reside with the employee.
- (iv) **'Immediate family'** in respect of an employee includes:
 - (1) spouse (including a former spouse) of the employee. Spouse means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.

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

- (A) have a relationship as a couple; and
- (B) are not married to one another or related by family.
- (2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, brother-in-law, sister-in-law, son-in-law or daughter-in-law of the employee or employee's spouse.
- (3) The employer acknowledges that employees may have relationships outside of those specified in sub-clause (b)(iii) and (b)(iv) and therefore would consider an application for family violence leave in those circumstances. The amount of any family violence leave would be at the discretion of the employer.

(c) Amount of Family Violence Leave

- (i) Family violence leave is paid leave of up to 10 days per personal leave year (non-cumulative) as defined in Clause 5(a) and is available to an employee who is experiencing family violence. This leave may be taken in hours.
- (ii) A Head of Agency (or authorised person) may approve paid family violence leave in addition to the family violence leave entitlement prescribed in this sub-clause.

(d) Payment of Family Violence Leave

Family violence leave is paid at the employee's normal salary rate.

(e) Evidence for Family Violence Leave

- (i) Where practicable, an employee who requests family violence leave is required to satisfy the employer of this request with no reasonable request to be denied for immediate and short-term absences.





All reasonable action is to be taken by the employer to protect an employee's identity and maintain their confidentiality and privacy in approving, managing and recording leave under this clause.

- (iii) Any documentation provided by an employee as evidence to support an application for family violence leave is to be returned to the employee without being copied or recorded in any way and no information regarding family violence leave is to be kept on an employee's personnel file without the employee's express written permission.
- (iv) Evidence that may be provided to support an application for leave under this clause includes, but is not limited to, documentation or contact information (with appropriate authority from the employee) from professional support services such as:
 - Safe at Home Service provider (Police, Court Support and Liaison Service, Family Violence Counselling and Support Service, Legal Aid, Magistrates Court);
 - Employee Assistance Program (EAP) provider;
 - Specialist counselling or refuge service;
 - Legal or financial service; or
 - Medical/Health practitioner.

(f) Access to Personal Leave

An employee who is providing support to a person who is a member of the employee's immediate family or household and who is, or has been, experiencing family violence, may be granted personal leave according to the provisions of Clause 16(f),- Personal Leave to care for an immediate family or household member.

(g) Other Support Options

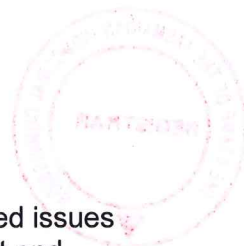
In addition to leave for family violence issues the employee, their Agency contact person and their manager should consider and implement, as appropriate, relevant measures to support the employee including but not limited to, increased workplace security, alternative duties, flexible work arrangements and counselling through an Employee Assistance Provider or specialist service provider.

(h) Employee to Give Notice

- (i) As far as practicable, and taking into consideration privacy and confidentiality requirements, an employee who is experiencing family violence and who requires leave to attend to matters associated with family violence is to provide the employer with:
 - (1) prior notice of the requirement for leave; and
 - (2) the estimated duration of the leave.
- (ii) If it is not practicable for the employee to provide prior notice of the requirement for leave notification consistent with sub-clause (i) should be provided at the earliest opportunity.

(i) Contact Officer for Family Violence

- (i) Each Agency is to provide support for employees who are experiencing family violence and to notify employees of the name of the nominated Contact Officer(s).



- (ii) A nominated Contact Officer(s) is to be trained in family violence and related issues such as sensitivity, privacy, raising awareness, providing access to support and referral services, proposing reasonable adjustments to work arrangements, family violence risk assessment and risk management.
 - (iii) An employee who is experiencing family violence may seek the support of a nominated Agency Contact Officer, their immediate supervisor, their union delegate or an Agency employee who the employee nominates as their contact person.
 - (iv) Where requested by an employee, the Agency Contact Officer or employee nominated contact person is to liaise with the employee's supervisor/ manager on the employee's behalf and recommend the most appropriate form of support and management.
- (j) Casual Employees
- (i) Subject to the provisions of this clause, casual employees who are experiencing family violence are entitled to leave work or to not be available to attend work.
 - (ii) The employer and an employee are to agree on the period the employee is entitled to not be available to attend work. In the absence of agreement, an employee is entitled to not be available to attend work for up to ten days per occasion.
 - (iii) The employer must not fail to re-engage a casual employee because the employee has accessed the entitlement provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

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

22. CALCULATION OF WEEKLY WAGE RATE

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

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

23. WORK VALUE

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

- Any level of training and response to:





- technical and heavy, domestic and industrial rescue incidents;
- all elements of chemical, biological, radiological, and nuclear incidents;
- marine pollution incidents;
- forensic recovery as part of Road Accident Rescue incidents;
- terrorist and chemical, biological, radiological and incendiary incidents;
- storm and flood damage;
- urban search and rescue;
- Undertaking public information roles, including the roles of information officer, media management and community liaison as part of Incident Management Teams; and all other roles that support the provision of public information;
- Participation and use of workplace feedback system;
- Undertaking fire mapping duties;
- Undertaking triage at bushfire incidents;
- Inspection of fire and smoke doors;
- Undertaking of sales and marketing duties in support of TFS commercial undertakings;
- The assessment of performance based solutions as part of building safety responsibilities;
- All levels of participation in Incident Management Teams, including as crew leaders, sector commanders, safety officers, planning officers, logistics officers, operations officers, and incident controllers;
- Training and participation in all facets of air operations;
- Participating in training and undertaking the role of a specialist instructor for employees above Paypoint 6;
- Undertaking fire management planning responsibilities;
- Providing advice in relation to planning and development applications;
- Undertaking specialist workplace accident investigation responsibilities within Tasmania Fire Service workplaces.
- Rescue competencies involving the extrication of entrapped persons from motor vehicles and urban search and rescue (1999). This provision is further clarified to ensure that the parties understand that the compensation for Road Accident Rescue includes payment for the acquisition and use of the competencies necessary to undertake a first response responsibility for Road Accident Rescue, should that lead agency responsibility be assigned to the Tasmania Fire Service at some point in the future. (2004)
- Rescues involving the search for and extrication of lost or trapped persons from trenches or collapsed buildings or other confined spaces and rescues involving high angle rescue techniques.
- In Firecomm:



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

24. SALARY SACRIFICE

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

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

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

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

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

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

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

C(1)(b) – HOURS OF WORK

25. ORDINARY WORKING HOURS

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

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

26. TIME OFF IN LIEU OF OVERTIME

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

27. 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)

28. 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)

29. 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 26 of this Agreement. (2004)



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

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

a) Hours of Work

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

b) Meal Break

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

c) Planned Work

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

d) Unplanned Work

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

e) Overtime

i) Requirement to work overtime

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

ii) Time of working overtime

Overtime is all time worked:

- (1) undertaking unplanned work in excess of 10 hours continuous work (whether that continuous work was planned or unplanned, and excluding unpaid meal breaks) on a weekday; or
- (2) when required by a senior officer to undertake work at an Incident Management Team or to support the resourcing or management of incidents. In these circumstances overtime will be paid as follows:

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

- (3) Or when recalled to work unplanned work in line with the recall provisions and;





- (a) unplanned work commences after a non-rostered shift employee has already worked 8 hours on any day and has ceased work and returned home; or
- (b) unplanned work occurs on a weekend day or public holiday, unless the unplanned work occurs during a period that the non-rostered shift employee had planned to work; or
- (c) unplanned work commences after 1800 hours on a weekday where the non-rostered shift employee had ceased work in order to reduce either TOIL or accumulated hours.

iii) Time Off in Lieu of Overtime

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

f) Recall

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

- i) Where a non-rostered shift employee is required to physically attend the workplace (e.g. the incident site, fire station, District Office, Regional HQ, State HQ, other emergency service centre);
 - (1) The non-rostered shift employee will be paid overtime with a minimum period of 3 hours at double the employee's normal rate of pay.
 - (2) Should a further recall occur within the relevant minimum period (3 hours or 1 hour as appropriate), a further recall will not be incurred. Instead the employee is to be paid at double the employee's normal rate of pay for actual time worked to the nearest quarter of an hour after the completion of the work.
 - (3) Should further recalls occur on the same day outside the original minimum recall period, all actual time worked or to the nearest one quarter hour after completion of the work is to be paid at double the employee's normal rate of pay.
- ii) Where a non-rostered shift employee is required to undertake in excess of 20 minutes continuous unplanned work at home, the non-rostered shift employee is to be paid overtime for all time worked with a minimum period of 1 hour at double the employee's normal rate of pay.

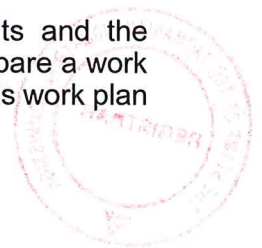
g) Managing Time

Non-rostered shift employees are to manage their own time during each 320 hour eight-week cycle within guidelines established by the employer. In order to achieve this, a non-rostered shift employee is expected to take time off during the week.

In order to manage reasonable working hours and 320 hours being worked over the eight week cycle, where a non-rostered shift employee is not managing time effectively he/she may be directed to take time off by their manager.

h) Recording of Hours

In order to manage planned work, unplanned work, overtime arrangements and the balancing of a 320 hour 8 week cycle, non-rostered shift employees are to prepare a work plan for each week that outlines planned hours of work and planned time off. This work plan



is to be provided to the employee's manager. At the end of each fortnight, the non-rostered shift employee is to provide a timesheet to his/her manager which has been completed in an approved format.

i) Maximum Accumulation of Hours

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

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

ii) The maximum combined number of excess hours and TOIL hours that an employee is able to have at any point of time is 40 hours. Where an employee has more than 40 hours accumulated, those hours will be forfeited and any additional hours can only be worked, with prior approval, as overtime

iii) Where an employee has more than 40 hours accumulated:

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

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

31. AVAILABILITY

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

i) In the first instance the employer is to seek agreement from suitably qualified and experienced persons to hold himself/herself available. However, if agreement cannot be reached with suitably qualified and experienced persons, an employee may be required to hold himself/herself available under these provisions. In these circumstances, the employer is to be able to demonstrate, if required, that the decision on which employee is to undertake availability is reasonable and justifiable given the circumstances.

ii) All reasonable efforts are to be made to ensure that there is an equitable sharing, amongst eligible employees, of the requirement to hold himself/herself available.

iii) Should an employee be aggrieved by the requirement to hold himself/herself available, the employee should raise his/her concerns through the TFS Resolution Procedure.

b) Where an employee is required to:

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

