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

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

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

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

# C(1)(c) - CONDITIONS OF EMPLOYMENT

#### 32. PROBATION PERIOD

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

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

#### 33. 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)

#### 34. EMERGENCY COMMUNICATIONS CENTRE

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

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

The employer is to ensure that operational personnel are relieved by relief communications officers as soon as practicable, and no more than fifteen minutes after the shift is first notified of

the switchback. Where agreed between the parties, a roster of relief communications officers is to be maintained.

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

#### 35. 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)

# **36. PART TIME EMPLOYMENT (INCLUDING JOB SHARING)**

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

# a) Definition

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

#### b) <u>Entitlements</u>

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

# **37. CASUAL EMPLOYMENT**

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

# a) Definition:

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

#### b) Entitlements:

 A casual employee is entitled to wages, and allowances, other than expense-related allowances, in the same ratio that their ordinary weekly hours bear to the ordinary weekly hours of equivalent full-time employees;

ii) A casual employee is entitled to payment of expense-related allowances at the same rate as that applying to an equivalent full-time employees;

- iii) A casual employee is to be paid a loading of 20 percent to compensate for having no entitlement to payment for annual leave, sick leave and holidays not worked;
- iv) A casual employee is to be engaged by the hour with a minimum payment of three hours for each day worked. (2007)

#### 38. OVERTIME - PART TIME EMPLOYEES

Overtime will only be payable to part time employees when:

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

#### 39. PAID MEAL BREAKS FOR NON-ROSTERED SHIFT EMPLOYEES

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

# C(1)(d) - ALLOWANCES

#### **40. ANNUALISATION OF LEAVE LOADING**

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

#### 41. OVERTIME MEAL ALLOWANCE

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

Meal	Rate of Allowance
Breakfast	\$13.25
Lunch (or midday meal)	\$14.90
Dinner (or evening meal)	\$25.35

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





#### 42. 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)

# 43. 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)

#### 44. HIGHER DUTIES ALLOWANCE

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

#### a) Entitlement

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

#### b) Short term relief for rostered shift employees

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

#### c) Promotion

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

#### d) Payment during leave

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

#### 45. TRAVEL ALLOWANCE

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







# **46. 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)

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# 47. 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 46 – Flexibility in Classifications - of this Agreement when the employee is currently competent and required by the employer to undertake one or more of the following responsibilities in a technical discipline. The 2% allowance is to apply for all hours worked. The level of responsibility equates with that set out for each discipline in the table of career path streams attached to Report of the Career Brigades Subcommittee of the Career Path Working Party dated March 1999.

Discipline	Level of Responsibility
Breathing Apparatus	Level 2(b)
Driver On & Off Road	Level 2(a)
Emergency Care	Level 2
High Angle Rescue	Level 2(a)
Confined Space Rescue	Level 2
Trench Rescue	Level 2
Urban Search and Rescue	Level 2
Technical Rescue (including trains, trucks, buses, domestic, industrial)	Level 2
Aerial Appliances	Level 2
Road Accident Rescue	Level 2

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

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

#### 48. ADVANCEMENT STRUCTURES - STATION OFFICERS

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

		台
		REGISTRAR &
Station Officer	120%	
/	123%	The state of the s
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)

#### 49. PROFESSIONAL DEVELOPMENT

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

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

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

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

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

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

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

#### 50. TRAINING, DEVELOPMENT AND CAREER OPPORTUNITIES

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

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

# C(1)(e) - LEAVE

#### **51. EDUCATION LEAVE**

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

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

#### **52. 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)

#### 53. COMPASSIONATE AND BEREAVEMENT LEAVE

(a) Purpose





Compassionate and bereavement leave is an entitlement to paid leave when a particular person as provided for in subclause (c)(i) and (ii) of this clause has a life threatening illness or injury and/or dies.

'Compassionate Leave' is available for an employee when a person as provided for in subclause c(i) and (ii) of this clause has a life threatening illness or injury and for whom the employee is providing care or support.

**'Bereavement Leave'** is available for an employee when a person as provided for in subclause c(i) and (ii) of this clause dies, to allow the employee to grieve and to attend to funeral and other arrangements due to the death.

#### (b) Definitions

(i) 'Personal Leave Year' is as defined in Clause 5(a) – Definitions - of this Agreement.

#### (c) Entitlement

- (i) In the event of a life threatening illness, injury, and/or death of an employee's mother, father, partner or child, an employee is entitled to compassionate and bereavement leave of up to ten (10) days paid leave per personal leave year per person.
- (ii) In the event of a life threatening illness, injury, and/or death of an employee's immediate family or household other than the employee's mother, father, partner or child, an employee is entitled to compassionate and bereavement leave of up to three (3) days paid leave per personal leave year per member of the employee's immediate family or household.
- (iii) Where an employee has had compassionate leave to provide care or support to a particular person as provided for in c (i) and (ii) and that particular person then dies, the amount of bereavement leave that may be approved is the balance after deducting any compassionate leave taken in that personal leave year for that person.
- (iv) Paid compassionate or bereavement leave in addition to sub-clause (i) is available at the discretion of the employer.
- (v) Compassionate and bereavement leave is paid at the normal salary rate.
- (vi) The entitlement of casual employees are set out in subclause (g).

# (d) Relationship to Other Paid Leave

Compassionate and bereavement leave is not available while an employee is absent from work due to any other form of paid leave.

#### (e) Evidence Requirements

An employee is to provide evidence satisfactory to a reasonable person, to support an application for compassionate and/or bereavement leave specified by this clause.

#### (f) Unpaid Compassionate or Bereavement Leave

An employee may take a period of unpaid compassionate and/or bereavement leave by agreement with the employer.



# (g) Casual Employees

- (i) Subject to the evidence requirements in subclause (e) casual employees are entitled to leave work or to not be available to attend work, for the purposes of this clause.
- (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 five days per annum in the event of a life threatening illness or injury to a member of the employee's immediate family or household and/or upon the death of that particular member.
- (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.

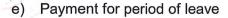
#### **54. RECREATION LEAVE**

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

#### (b) Rostered shift employees

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

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



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

f) Proportionate leave on termination of service

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

# g) Rotating recreation leave

- (i) For rostered shift employees a rotating leave roster will be maintained which provides for recreation leave to be taken at periods of less than twelve months.
- (ii) To enable an employee with more than three months service and not more than fifteen months service to be included in the rotating recreation leave roster, the employee will be granted the pro rata leave which has accrued up to the time when the employee is rostered to take recreation leave.
- (iii) Pro rata leave may also be given to personnel when promoted to another rank.
- h) Personal illness or injury during period of recreation leave
  - i) An employee who is injured or ill, or is required to care for a member of the employee's immediate family or household while absent on recreation leave may, on written application to the employer, be credited with a period of recreation leave equal to the number of working days for which the employee was injured or ill, or required to care for a member of the employee's immediate family or household.
  - ii) Where, in accordance with subclause i) above, the employer re-credits an employee with recreation leave, a deduction of that number of days will be made from any personal leave credit to which the employee is entitled. The re-credited period of recreation leave is to be added to the employee's next period of recreation leave.
  - iii) An application made under subclause i) of this clause is to be accompanied with a certificate from a registered health practitioner. (2010)

#### **55. PARENTAL LEAVE**

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

# C(1)(f) – WORKPLACE FLEXIBILITY & IMPROVEMENT 56. 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)

#### **57. 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)

#### 58. 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)

# 59. HARASSMENT, BULLYING AND DISCRIMINATION IN THE WORKPLACE

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

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

#### **60. 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.

#### **61. EMAIL AND INTERNET ACCESS**

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

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

#### **62. LACTATION BREAKS/FACILITIES**

In order that employees can better combine the demands of work and parental responsibilities, an employee is to have reasonable time and access to suitable facilities in the workplace for the purpose of expressing milk, breastfeeding, or any other activity necessary for breastfeeding and expressing in the workplace.

#### 63. 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)

#### **64. 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 unionendorsed 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:
  - 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 coordinating 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.

# 65. 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.

#### **66. STAFFING ARRANGEMENTS**

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

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

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

#### 67. CREW SIZES

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

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

#### **68. DUTY STATION**

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

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

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

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



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

on-coming shifts

- 0800 hours and 1800 hours

off-going shifts

- 0759 hours and 1759 hours

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

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

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

#### 70. MINOR REPAIRS AND PREVENTATIVE MAINTENANCE

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

#### 71. FIRE WATCHING DUTIES

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

#### 72. RUN-ONS

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

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

#### 73. CALLBACK OF PERSONNEL

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

#### 74. CHANGES OF SHIFT

Employer-initiated shift change:

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

Employee-initiated shift change:

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

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



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

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

#### 75. 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)

#### **76. CHANGES TO ANNUAL LEAVE**

REGISTRAR

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

#### 77. ABSENCES WITHOUT LEAVE

An on-duty employee who:

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

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

#### 78. MESSING FACILITIES

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

#### 79. REFRESHMENTS

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

#### **80. 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 *State Service Act 2000*. (1999)



# 81. 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)

#### **82. WORK ROSTER**

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

## 83. PAYMENT OF HIGHER DUTIES DURING PERIODS OF LEAVE

The parties agree that where a rostered shift employee receiving an allowance under Clause 44 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.

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

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

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



# **SECTION C (3) - DISTRICT OFFICERS**

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



#### 85. STATEMENT OF COMMITMENT AND PURPOSE

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

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

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

#### **86. CONFIDENTIALITY**

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

In this clause "confidential information" means:

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

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

#### 87. 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 decisionmaking process. (1997)

#### 88. 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)

#### 89. 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.

#### 90. MEAL BREAK

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

#### 91. 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.

#### 92. UNPLANNED WORK

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

#### 93. 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;
  - o unplanned work commences after a District Officer has already worked 8 hours on any day and has ceased work and returned home; or
  - o 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
  - o 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.

#### 94. RECALL

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

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

#### 95. 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.

#### 96. 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.

#### 97. MAXIMUM ACCUMULATION OF HOURS

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

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

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



# **SECTION C(4) FIRECOMM**

This section applies only to employees occupying positions in Firecomm.

# REGISTRAR NO.

#### 98. CLASSIFICATION STRUCTURE

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

#### Supervisor – Communications

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

#### Leading Communications Officer

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

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

#### 'Limited direction'

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

#### 'Limited supervision'

i) Means where employees working under supervision would be expected to have a broad knowledge of the work and wide experience. They perform work in accordance with broadly based standing instructions. In a technical sense, the employee is a fully competent employee and very experienced requiring little guidance. ii) The employee is expected to report on the work of the area when required. The area's progress and performance would normally only be inspected at irregular intervals. The standard of performance of the area is kept under review.

# 99. PROMOTION AND ADVANCEMENT

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

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





#### PART D - MISCELLANEOUS PROVISIONS

# 100.CLEANING OF UNIFORMS AND PROTECTIVE CLOTHING

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

#### **101.REISSUED CLOTHING**

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

#### **102.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)





# **SIGNATORIES**

This Agreement is made at Hobart on this 21 day of March 2017.

SIGNED FOR AND ON BEHALF OF Minister administering the *State Service Act 2000* 

SIGNED FOR AND ON BEHALF OF

Secretary, United Firefighters Union of Australia Tasmania Branch

AEGISTRAR 31/3/17



Classification	% Relativity	Current	2% wef ffpp commencing on or after 1/12/16	2% wef ffpp commencing on or after 1/12/17
Trainee Firefighter	75	\$55,577	\$56,689	\$57,823
Firefighter after 6 months	80	\$59,282	\$60,468	\$61,678
Firefighter after 12 months	85	\$62,988	\$64,247	\$65,532
Firefighter after 24 months	90	\$66,693	\$68,027	\$69,387
1st Class Firefighter	100	\$74,103	\$75,585	\$77,097
Senior Firefighter	105	\$77,808	\$79,364	\$80,952
Leading Firefighter	109	\$80,772	\$82,388	\$84,036
Station Officer	120	\$88,924	\$90,702	\$92,516
Station Officer Grade 1 (Interim Classification only)	123	\$91,147	\$92,970	\$94,829
Senior Station Officer	125	\$92,629	\$94,481	\$96,371
District Officer		\$107,263	\$109,408	\$111,596
Trainee Communications Officer	75	\$55,577	\$56,689	\$57,823
Communications officer after 6 months	80	\$59,282	\$60,468	\$61,678
Communications officer after 12 months	85	\$62,988	\$64,247	\$65,532
Communications officer after 24 months	90	\$66,693	\$68,027	\$69,387
Communications officer after 36 months	100	\$74,103	\$75,585	\$77,097
Leading Communications Officer	109	\$80,772	\$82,388	\$84,036
Supervisor Firecomm	120	\$88,924	\$90,702	\$92,516
Community Fire Safety Officer 1	CSO1-R1-1	\$60,584	\$61,796	\$63,032
	CSO1-R1-2	\$61,818	\$63,054	\$64,315
	CSO1-R1-3	\$63,054	\$64,315	\$65,601
	CSO1-R1-4	\$64,274	\$65,559	\$66,870
	CSO1-R1-5	\$65,945	\$67,264 t Assessment Poir	\$68,609
	CCO1 P3 1			
	CSO1-R2-1	\$68,002	\$69,362	\$70,749
	CSO1-R2-2	\$69,239	\$70,624	\$72,036
Community Fire Coffee C	CSO1-R2-3	\$71,040   \$72,461   \$73   Promotion		\$73,910
Community Fire Safety Officer 2	CSO2-R1-1	\$68,002	\$69,362	\$70,749
SA SANGASO	CSO2-R1-2	\$69,239	\$70,624	\$72,036
(CONT. (CA)	CSO2-R1-3	\$71,040 Advancemen	\$72,461 t Assessment Poir	\$73,910
ATTACES S	CSO2-R2-1	\$72,943	\$74,402	\$75,890

17.369	CSO2-R2-2	\$74,176	\$75,660	\$77,173
	CSO2-R2-3	\$76,104	\$77,626	\$79,179
	CSO2-R2-4	\$78,650	\$80,223	\$81,827
		Promotion		
Community Fire Safety Officer 3	CSO3-R1-1	\$81,531	\$83,162	\$84,825
	CSO3-R1-2	\$83,162	\$84,825	\$86,522
	CSO3-R1-3	\$85,264	\$86,969	\$88,708





#### APPENDIX B - TIME OFF IN LIEU POLICY

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

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

Time off in lieu may be accumulated during participation in:

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

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

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

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





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

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

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

Hobart / Launceston return
Devonport / Launceston return
Burnie / Launceston return
Devonport / Hobart return
Burnie / Hobart return
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



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

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

The provisions of this clause are not to apply to:

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



# APPENDIX D - MINOR REPAIRS AND PREVENTATIVE MAINTENANCE

# **Vehicles**

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

# **Equipment**

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

# **Buildings**

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



# APPENDIX E - DAILY WORK PROGRAM



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

		Hours
0800 – 1800	Emergency Incidents Team Training – structured Community Safety Maintenance – routine & general Breaks 90 minutes	8
	Emergency Incidents Professional Development – non structured Fitness/wellness activities	2
Nights Shifts -	Monday – Friday	
1800 – 2200	Emergency Incidents Team Training – structured Community Safety Maintenance – routine & general Break 15 minutes	3
	Emergency Incidents Professional Development – non structured Fitness/wellness activities	
2200-0700	Emergency Incidents /Stand down	1
0700-0800	Emergency Incidents, Maintenance - routine and general	1
Day Shifts - Go	ood Friday, Anzac Day & Christmas Day	
0800-1700	Emergency Incidents Maintenance - routine & general Stand down	1 .
1700-1800	Emergency Incidents, Maintenance - routine & general	1
Nights Shifts –	Good Friday, Anzac Day, Christmas Day, Saturday & Sunday	
1800-0700	Emergency Incidents Maintenance - routine & general Stand down	1
0700-0800	Emergency Incidents, Maintenance - routine & general	1
Notes:		

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- 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.