

Industrial Relations Act 1984

s55 Industrial Agreement

DEPARTMENT OF POLICE, FIRE &
EMERGENCY MANAGEMENT (CPSU)
INCIDENT MANAGEMENT OPERATIONS
INDUSTRIAL AGREEMENT 2020

Between the

Minister Administering the *State Service Act 2000*

and the

Community and Public Sector Union (State Public Services Federation Tasmania) Inc.



1. TITLE

This Agreement is to be known as the *Department of Police, Fire & Emergency Management (CPSU) Incident Management Operations Industrial Agreement 2020*.

2. INDEX

1. TITLE.....	2
2. INDEX.....	2
3. PARTIES BOUND.....	2
4. APPLICATION.....	2
5. RELATIONSHIP TO AWARDS AND AGREEMENTS.....	2
6. DATE OF OPERATION AND DURATION	3
7. PURPOSE OF AGREEMENT.....	3
8. DEFINITIONS.....	3
9. INCIDENT MANAGEMENT OPERATIONS	4
10. PAID MEAL BREAK.....	5
11. GRIEVANCES AND DISPUTE SETTLING PROCEDURE	5
12. REVIEW	5
13. NO FURTHER CLAIMS.....	5
14. SIGNATORIES	6

3. PARTIES BOUND

This Agreement is between the Minister administering the *State Service Act 2000* and the Community and Public Sector Union (State Public Services Federation Tasmania) Inc.

4. APPLICATION

This Agreement applies to DPFEM Employees who are classified according to the Award and who are Assigned a role specified in Table 1 of this Agreement for Incident Management Operations within Tasmania and interstate deployments. For clarity, it does not apply to international deployments nor to employees who are assigned substantive duties within State Emergency Services when participating in Incident Management Operations that are established by State Emergency Services.

5. RELATIONSHIP TO AWARDS AND AGREEMENTS



Employees bound by this Agreement are, except for this Agreement, subject to the Award and the Public Sector Union Wages Agreement 2018. This Agreement prevails to the extent of any inconsistency between this Agreement and the Award, or any registered Agreement.

6. DATE OF OPERATION AND DURATION

This Agreement applies with effect from 1 October 2020 and will remain in force until 1 April 2021.

7. PURPOSE OF AGREEMENT

This Agreement has been developed to ensure arrangements would be in place to cover Incident Management Operations in the TFS before the 2020/2021 fire season begins.

The parties accept that in developing the Agreement they have not addressed certain issues (rostering, fatigue, international deployments etc) and that this Agreement should not set a precedent for any future Agreement.

The parties are committed to continuing negotiations for a more comprehensive, longer term agreement to provide conditions for Employees engaged in Incident Management Operations.

8. DEFINITIONS

Agreement means the *Department of Police, Fire & Emergency Management (CPSU) Incident Management Operations Industrial Agreement 2020*.

AIIMS means the Australasian Inter-service Incident Management System.

Assigned means a formal assignment or appointment in accordance with Tasmania Fire Service policy or procedure. The record of formal assignment or appointment is contained in the Incident Resource Management System database.

Award means the *Tasmanian State Service Award*.

DPFEM means the Department of Police, Fire & Emergency Management

Employee means a permanent or fixed term employee appointed pursuant to s37 of the *State Service Act 2000*, to a classification in the Award.

Employer means the Minister administering the *State Service Act 2000*.

Incident means a fire fighting operation or civil emergency as defined in s3 the *Fire Service Act 1979*.



Incident Management Operations means work related to the management and resolution of an Incident.

Relevant Period means 1 October 2020 to 1 April 2021.

Salary means an employee's normal annual salary.

TFS means the Tasmania Fire Service, as defined in s6 of the *Fire Service Act 1979*.

9. INCIDENT MANAGEMENT OPERATIONS

- a) Employees undertaking Incident Management Operations during the Relevant Period that are Assigned a role specified in Table 1 are to be paid at the rate specified in Table 1 for the time spent undertaking the role subject to sub-clauses (b), (c), (d) and (e) of this clause. This is also the rate to be used for calculating any penalty and overtime payments that apply.
- b) An employee Assigned and undertaking a role specified in Table 1 during the Relevant Period whose normal duties are classified at a higher substantive level than the role they are undertaking, is to be paid their substantive salary, which is to be the basis for the calculation of any penalty and overtime payments.
- c) An employee Assigned and undertaking a role listed in Table 1 during the Relevant Period is to be paid overtime for any time worked outside of the employee's normal ordinary hours of duty, at the applicable rate defined in the relevant overtime and penalty provisions specified in the Award.
- d) An employee Assigned and undertaking a role specified in Table 1 during the Relevant Period will be paid for a minimum of four hours at the salary rate specified in Table 1 for each occasion they undertake a role.
- e) Employees are to make application for payment in accordance with this provision.

Table 1

Functional Area	Role	Rate
Control	Incident Controller	Band 8-R1-2
	IILU State Coordinator	Band 7-R1-2
	Deputy Incident Controller	Band 7-R1-2
	IILU Liaison Officer	Band 7-R1-2
	Safety Officer / Safety Advisor	Band 7-R1-2
	State Operations Centre Coordinator	Band 6-R1-2
	<u>Incident Support Officer</u> - Planning, Intelligence, Public Information, Logistics, Finance, Operations, IRMS, WebEOC, Management Support	Band 3-R1-3



Function Area Officer	<u>Officer</u> - Planning, Intelligence, Public Information, Logistics, Finance, Operations Officer	Band 7-R1-2
	<u>Deputy Officer</u> - Planning, Intelligence, Public Information, Logistics, Operations Officer	Band 6-R1-2
Unit Leaders / Unit Officers	Resourcing, Plans, Situation & Analysis, Community Liaison, GIS, Supply, Facilities, Ground Support, Catering	Band 5-R1-3
	Modelling & Predictions (Fire Behaviour Analyst)	Band 7-R1-2
	Divisional Commander	Band 5-R1-3
	Staging Area, Air Base, Air Operations, Plant Operations Manager	Band 5-R1-3
	Air Attack Supervisor	Band 5-R1-3
	Sector Commander / Crew Leader	Band 4-R1-3
	Firefighter	Band 3-R1-3

10. PAID MEAL BREAK

An employee undertaking a role specified in Table 1 for a period of at least 6 hours will be entitled to a 30 minute paid meal break to be taken not later than six hours after the commencement of work, in place of the unpaid meal break specified in Part VI(1)(b) of the Award.

11. GRIEVANCES AND DISPUTE SETTLING PROCEDURE

Grievances and disputes that arise from this Agreement are to be dealt with in accordance with Tasmanian State Service Award.

12. REVIEW

The parties agree to continue existing negotiations for a replacement Agreement, with a view to finalising negotiations by 1 September 2021.

13. NO FURTHER CLAIMS

The parties to this Agreement undertake that, for the life of this Agreement, they will not make any additional claims relating to any matter included in this Agreement.



14. SIGNATORIES

SIGNED FOR AND ON BEHALF OF

The Minister administering the *State Service Act 2000*


Signed : 

Name: Jane Patricia Fitter

Date: 8.7.2021

SIGNED FOR AND ON BEHALF OF

Community and Public Sector Union (State Public Services Federation Tasmania) Inc.

Signed : 

Name: Cornelia Thinga White

Date: 1.7.2021

