

# DEPARTMENT OF POLICE, FIRE & EMERGENCY MANAGEMENT

## HOURS OF WORK AGREEMENT 2016

**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 shall be known as the <b>Department of Police, Fire &amp; Emergency Management Hours of Work Agreement 2016.</b> |   |
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3. SCOPE

- 3.1 This Agreement applies to employees in the Department of Police, Fire & Emergency Management (DPFEM) Business and Executive Services units who work a 36.75 hour working week.
- 3.2 This includes employees within those units previously included within the scope of Appendix 9 of the Tasmanian State Service Award (TSSA) and who, as a result of promotion are no longer covered by the provision of that Appendix, and therefore revert to a 36.75 hour working week.
- 3.3 All these employees are referred to collectively in this Agreement as 'specified employees'.

4. PARTIES BOUND

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

5. PERIOD OF OPERATION

- 5.1 This Agreement commences on the date of registration until 30 June 2018.
- 5.2 The parties agree to commence negotiations, subject to the review outlined in clause 10, from 1 January 2018.

6. RELATIONSHIP TO AWARDS AND AGREEMENTS

- 6.1 This Agreement prevails to the extent of any inconsistency between this Agreement and the relevant Award being the TSSA, as varied from time to time, and any registered Agreement, as varied from time to time, with the Minister administering the *State Service Act 2000*.

7. PURPOSE

- 7.1 The purpose of this Agreement is to allow the specified employees to make application to increase their hours of work from 36.75 hours per week to 38 hours per week and to accrue the additional time worked of 1.25 hours per week as accrued time off (leave).

8. 'HOURS of WORK AGREEMENT'

- 8.1 A specified employee may elect to increase their ordinary hours of work to 38 hours per week.
- 8.2 An election to work 38 hours per week is to be made in writing to the relevant manager. The manager should initiate a discussion with the specified employee about their current and projected leave balances and leave management plans to



keep accruals below the maximum allowed in the Award, as specified by Part VIII, clause 5(e)(iii).

- 8.3 The specified employee is to be formally notified once their election has been processed and a date agreed for the new arrangements to begin.
- 8.4 The additional 1.25 hours worked each week are to be accrued and be available to the specified employee to take at a time or times agreed between the specified employee and their manager. Applications for this accrued time (leave) are to be made in the same manner as recreation leave and will be managed in accordance with the DPFEM Leave Management Guidelines.
- 8.5 While a specified employee works in accordance with this Hours of Work Agreement their hours of work are 7.6 per day for all purposes and all leave entitlements and calculations are based on 7.6 hours per day and 38 hours per week, including recreation, personal, bereavement and parental leave. Long service leave is accrued and taken in days, a day of long service leave will be debited for each day of long service leave taken.
- 8.6 While on a period of paid leave a specified employee who is covered by this Agreement continues to accrue leave at the rate prescribed by this Agreement, that is, an additional 1.25 hours per week. .
- 8.7 A specified employee may elect to cease working according to this Hours of Work Agreement by providing written notice 28 days in advance to their manager.
- 8.8 The balance of any time accrued (leave) under this arrangement and not taken is to be paid to a specified employee on resignation, retirement or termination of employment.
9. INTERACTION WITH PURCHASED LEAVE SCHEME
- 9.1 The management of the workload of specified employees who elect to access both this Hours of Work Agreement and the Purchased Leave Scheme (PLS) is as specified in this sub-clause.
- 9.2 A specified employee who elects to access this Hours of Work Agreement and who already has a PLS arrangement in place may be required to withdraw from the PLS before access to the Hours of Work Agreement commences.
- 9.3 An application to participate in the PLS from a specified employee who works according to this Hours of Work Agreement would only be approved where DPFEM is satisfied that workload issues can be addressed without placing unreasonable workload pressures on other employees.





10. REVIEW OF AGREEMENT

- 10.1 The parties are to review the operation of this Agreement to evaluate whether this Hours of Work Agreement has operated as intended by the parties, including the DPFEM's capacity to manage additional leave and any associated service delivery impact.

11. DISPUTE RESOLUTION

- 11.1 The Grievance and Dispute Settling procedure of the TSSA outlines the process for addressing any issues that may arise from the implementation of this Agreement.

12. NO EXTRA CLAIMS

- 12.1 The parties to this Agreement undertake that for the life of this Agreement, they will not initiate any additional claims regarding the terms and conditions that are the subject of this Agreement.


SIGNATORIES

This Agreement is made in Hobart on this .....22.....of July..... 2016

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

..........

SIGNED FOR AND ON BEHALF OF  
**Community and Public Sector Union (State Public Services Federation Tasmania) Inc.**

..........  
Tom Lyman  
General Secretary

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



