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2013

Between the

Minister administering the State Service Act 2000

and the

United Firefighters Union of Australia Tasmania Branch



# TABLE OF CONTENTS

PAR	<u> TA - INTRODUCTION AND ADMINISTRATIVE ARRANGE</u>	EMENTS 3
1.7	TITLE OF AGREEMENT	3
2.	PARTIES TO THE AGREEMENT	3
3.	APPLICATION	3
4.	TERM OF THE AGREEMENT	3
5.	RELATIONSHIP TO AWARDS, PREVIOUS AGREEMENT ORDERS	S, ACTS AND GENERAL 3
6.	DEFINITIONS	4
7.	STATEMENT OF COMMITMENT AND PURPOSE	5
8.	CODE OF ETHICS	5
9.	GRIEVANCES AND DISPUTE SETTLING PROCEDURE	5
10.	CONSULTATION PROCESS	6
11.	FUTURE NEGOTIATIONS	6
12.	NO EXTRA CLAIMS	6
PAR	T B – SALARIES AND CLASSIFICATIONS	7
13.	SALARIES	7
14.	CLASSIFICATION STRUCTURE	7
PAR	T C – CONDITIONS OF EMPLOYMENT	9
15.	HOURS OF WORK	9
16.	PERSONAL LEAVE	11
17.	SUPERANNUATION	14
18.	HOLIDAYS WITH PAY	ERROR! BOOKMARK NOT DEFINED.
19.	TRAVELLING ALLOWANCES	14
20.	MORNING AND AFTERNOON REST BREAKS	14
21.	TERMS OF ENGAGEMENT	14
22.	NEW COMPUTERISED TECHNOLOGY	15
23	PRODUCTIVITY IMPROVEMENTS	15



# PART A - INTRODUCTION AND ADMINISTRATIVE ARRANGEMENTS

#### 1. TITLE OF AGREEMENT

This agreement is to be known as the *Tasmania Fire Service (TasFire Equipment) Industrial Agreement 2013.* 

# 2. PARTIES TO THE AGREEMENT

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

#### 3. APPLICATION

This Agreement applies to all employees in Tasmania Fire Service undertaking duties classified as Trainee Fire Equipment Officer, Fire Equipment Officer Level 1, Fire Equipment Officer Level 2, and Senior Fire Equipment Officer.

#### 4. TERM OF THE AGREEMENT

The Agreement is to take effect from 1 July 2013 and is to conclude on 30 June 2014.

# 5. RELATIONSHIP TO AWARDS, PREVIOUS AGREEMENTS, ACTS AND GENERAL ORDERS

- a) It is the intention of the parties that:
  - i) With effect from 3 March 2011, the following provisions of the *Tasmanian State Service Award* are to apply to employees covered by this Agreement unless otherwise explicitly provided for within this Agreement;

SUBJECT MATTER	CLAUSE NO.
Part I – Application and Operation of the Awa	rd
Definitions	7
Employment Categories	8
Contract of Employment	9
Abandonment of Employment	10
Part II – Salaries and Related Matters	
Calculation for the Payment of Salary	1
Payment of Salary	2
Salaries	3
Graduates, Cadets, Apprentices and Trainees	6
Terms of Apprenticeships/Traineeships	7
Supported Wage System for Persons with Disabilities	8
Salary Sacrifice by Employees	9
Market Allowance	10
Higher Duties Allowance	11
More Responsibility Duties Allowance	12
Part III - Classification and Related Matters	
Classification Descriptors	1
Reference Framework	2
Summary of Differences Between General Stream Bands	3
General Stream Band Descriptors	4
Part IV – Expense and Other Allowances	1
Meal Allowances	2 CHE
(a) Meal Allowance – Overtime	18

REGISTRA



(b) Meal Allowance - Day Travel

(c) Meal Allowance – Excess Rates	
(d) Meal Allowance – Rates	
Travel Allowances	3
(a) Travelling	
(b) Excess Fares	
(c) Private Vehicle Use	
Special Accommodation Rate on Transfer	4
First Aid Certificate Allowance	5
Testing and Tagging Allowance	6
Part V – Workplace Flexibility	
Workload Management	1
Work-Life Balance	2
Workplace Flexibility Arrangements	3
Part VI – Hours of Work and Overtime for Day Work	
Overtime for Day Work	3
Availability and Recall	5
Part VIII – Leave and Holidays with Pay	
Parental Leave	2
Bereavement Leave	4
Recreation Leave	5
State Service Accumulated Leave Scheme	6
Jury Service	7
Part IX – Uniforms, Protective Clothing and Equipment	
Uniforms	1
Protective Clothing and Equipment	2
Part X – Award Compliance and Union Matters	
Right of Entry for Union Officials	1
Workplace Delegates	2 3
Notice Board	3
Records of Employment	4
Part XI – Consultation and Change: Grievance and Dispute Res	solution
Consultation and Change	1
No Disadvantage	2



- ii) With effect from 3 March 2011, the provisions of the *Tasmanian Fire Fighting Industry Employees Award* are not to apply to employees covered by this Agreement.
- b) This Agreement is to be read in conjunction with the State Service Act 2000 and the Fire Service Act 1979.
- c) Where there is any inconsistency between the instruments set out in subclauses a) and b) above, this Agreement is to prevail to the extent of any inconsistency between them.

# 6. DEFINITIONS

'Agreement' means the Tasmania Fire Service (TasFire Equipment) Industrial Agreement 2010.

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

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

Continuous service means an unbroken period of service and is not broken by the taking of annual leave, long service leave, sick leave, leave as the result of an accident, leave lawfully

granted, absence for a reasonable cause, or being stood down through no fault of the employee.

'Day' means a calendar day.

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

#### 7. 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.

#### 8. 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.

# 9. GRIEVANCES AND DISPUTE SETTLING PROCEDURE

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

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

#### 10. CONSULTATION PROCESS

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

The United Firefighters Union and Tasmania Fire Service are to participate in a 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 TasFire Equipment (TFE) Consultative Committee is to have an agreed structure, objectives and performance measures, and may convene working parties to address and resolve specific issues.

The TFE 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.

#### 11. FUTURE NEGOTIATIONS

The parties will commence negotiations on a new agreement three months prior to the expiration of this agreement. The Union is not to 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) Uniform and personal protective clothing; and
- (b) History of employer superannuation contributions for firefighters and officers.



#### PART B - SALARIES AND CLASSIFICATIONS

#### 13. SALARIES

a) Salary Increase Payable During the Life of this Agreement

During the life of this Agreement, employees covered by the Agreement are to receive any salary increase payable to employees covered by the *Tasmanian State Service Award* with same date of effect.

In addition to the salary prescribed in Part II – Salaries and Related Matters of the *Tasmanian State Service Award*, employees are to receive 6% extra in remuneration.

b) Future Salary Increases

It is the intention of the parties that, following the expiry of this Agreement, salary increases for employees covered by the Agreement are to be the same as those applying to other employees working in Tasmania Fire Service covered by the *Tasmanian State Service Award*.

#### 14. CLASSIFICATION STRUCTURE

a) For the purposes of this clause:

'Advancement assessment point' means a salary increase available without promotion subject to assessment for advancement.

'B1' means to Band 1, and so forth, and 'R1' means to Range 1, and so forth.

'B1-R1-1' means level 1 in Range 1 of Band 1, and so forth.

'Increment' means an annual salary increase prescribed by a previous award.

'Progression' means a salary increase within a band subject to assessment.

b) Employees covered by this Agreement are to occupy positions classified in accordance with the following classification structure based on the General Stream of the *Tasmanian State Service Award*. The classification of the duties has been determined based on the classification descriptors contained in Part III of the *Tasmanian State Service Award*.

Position Title	Ва	nd Structure	
Fire Equipment Officer Level 1 (formerly Trainee Fire Equipment Officer)	BAND 2	B2-R1-1	
Fire Equipment Officer Level 2		B2-R1-2	
(formerly Fire Equipment Officer		B2-R1-3	
Level 1)		B2-R1-4	
2010/11/		B2-R1-5	
			t or acquisition of d effective performance
	BAND 3	B3-R1-1	
Fire Equipment Officer Level 3		B3-R1-2	
(formerly Fire Equipment Officer		B3-R1-3	0
Level 2)		B3-R1-4	2 1 V F I III
		B3-R1-5	1
	•	Appointment or	promotion to vacant
			on on merit
Senior Fire Equipment Officer	DAZD	B4-R1-1	



B4-R1-2	
B4-R1-3	
Advancement Assessment Point	
B4-R2-1	
B4-R2-2	
B4-R2-3	
B4-R2-4	

- Classification of Fire Equipment Officers Levels 1, 2 and 3 and Advancement between Classifications
  - i) An employee who does not possess a permit to maintain fire protection equipment as required by section 128(1)(ba) of the *Fire Service Act 1979* is to be classified as a Fire Equipment Officer Level 1 at Band 2 B2-R1-1.
  - ii) An employee may be appointed or advance to the classification of Fire Equipment Officer Level 2 (FEO2) through achievement of competencies identified by the employer, the attainment of a permit to maintain fire protection equipment and effective performance.
  - iii) An employee may be appointed or advance to the classification of Fire Equipment Officer Level 3 (FEO3) through the achievement of competencies identified by the employer, and effective performance. A Fire Equipment Officer who advances to Band 3 is to commence at B3-R1-1.
- d) Classification of Senior Fire Equipment Officers
  - i) An employee is only to be classified as a Senior Fire Equipment Officer (Band 4) following appointment or promotion to a vacant position on merit.
- e) Advancement Assessment and Salary Progression
  - i) Subject to this award, progression from one range to another is via Advancement Assessment. Progression within a range is via progression criteria. An employee may advance through more than one salary level within the same band on the same date, as determined by the employer.
  - ii) The new level of salary is payable immediately an advancement or progression has effect.
  - iii) Appointment or promotion may be to any level within a band, as determined by the employer.
- f) Advancement Assessment and Progression Guidelines
  - i) The following components will apply to the introduction of the changes to the advancement assessment and progression points:
  - ii) Until agreed guidelines have been issued and implemented by an Agency, normal salary progression (increments) applies.
  - iii) Agency guidelines are to be developed and implemented based on agreed State Service guidelines for salary progression and advancement assessment.



# PART C - CONDITIONS OF EMPLOYMENT

#### 15. HOURS OF WORK

The hours of work for employees are to be as follows:

a) Self-Managed Time

Employees are to manage their own time in accordance with the following provisions.

b) Records

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

c) Hours to be Worked

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

#### d) Spread of Hours

- i) The normal spread of hours is between 7:00 am and 7:00 pm Monday to Friday with a minimum unpaid lunch break of 30 minutes.
- ii) The employer and an employee, may, by mutual agreement, vary the normal spread of hours. In such cases, time worked outside the normal spread of hours from Monday to Friday shall not be paid at overtime rates but shall be included in the 304 hours for the relevant 8 week cycle.
- iii) No more than 12 hours is to be worked in any one day except in an emergency.
- iv) A minimum break of 8 hours is to be taken between days. If this is not possible, overtime will be paid at Award rates.

# e) Rostered Days Off

- A system is to be developed that enables employees to work an additional 0.4 hours, as outlined above, in each working day in order to accrue a 7.6 hour Rostered Day Off after each 19 working days.
- ii) A schedule of Rostered Days Off is to be developed by the Manager, TasFire Equipment for each work centre prior to the commencement of the calendar year. The schedule is to ensure that no more than one employee in each work centre is taking a Rostered Day Off on the same day. Subject to discussions between the employer and employees, a Rostered Day Off may be scheduled on any normal working day. Subject to the prior agreement of the employer, an employee may agree to swap a scheduled Rostered Day Off with another employee in the same work centre.



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

- of a Rostered Day Off. Where 5 or more sick leave days are taken on consecutive working days, each sick leave day will be treated as a 7.6 hour working day.
- iv) The employer is to consult with employees on the manner in which the Rostered Days Off are to be administered.

#### f) Time Off

- i) Employees may seek the approval of their supervisor to take time off at any stage in an 8 week cycle, subject to the following:
  - (1) The employer is satisfied that the employee will complete 304 hours in the relevant 8 week cycle, and
  - (2) The employer is satisfied that the absence on a particular day will not significantly compromise the work of the Unit.
- ii) The employer will ensure that employees are given the opportunity to take time off during an 8 week cycle at mutually agreeable times so that no more than 304 hours are worked in that 8 week cycle.
- iii) Employees may elect to accumulate and carry forward for their own purposes up to 30.4 hours in excess of the required 304 hours in an 8 week cycle. This time shall not be counted as overtime. No more than 30.4 hours shall be carried forward from one 8 week cycle to the next.

# g) Overtime

- i) All overtime is to be authorised in advance by the Manager, TasFire Equipment.
- ii) An employee is to be entitled to overtime payments only when the employer directs the employee to work hours in excess of:
  - (1) 8 hours in a day; or
  - (2) 40 hours in a week; or
  - (3) on a Saturday or a Sunday; or
  - (4) 304 hours in an 8 week cycle and it is not practical to take time off during the cycle.
- (iii) Overtime is not to be paid for work performed on an employee's scheduled Rostered Day Off. Instead, an alternative day in lieu of the scheduled Rostered Day Off is to be agreed between the employer and employee.

#### (iv) Payment for Overtime

- (1) For the period 1 July 2010 to the date of registration of this Agreement, the rate of payment for overtime is to be double the normal rate of pay.
- (2) With effect from the date of registration of this Agreement, the provisions contained in Clause 3(k) Payment of Overtime Day Workers of Part VI Hours of Work and Overtime for Day Work of the *Tasmanian State Service Award* are to apply.



#### 16. PERSONAL LEAVE

- a) The provisions of this clause apply to permanent and fixed-term employees.
- b) For the purposes of this clause:

'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.
- c) 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 (76 hours) full pay on appointment and an additional two weeks full pay credited on each subsequent anniversary of appointment.
  - iii) An employee on personal leave will have personal leave credits debited in proportion to the hours not worked.
- d) Accumulation of personal leave

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

e) 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.

f) 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.

- g) Personal leave to care for an immediate family or household member
  - i) An employee is entitled to use the full amount of their 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) Leave may be taken for part of a single day.
  - iii) 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 (g)(i), beyond the limit set out in subclause (g)(i). In such circumstances, the employer and the employee will agree upon the additional amount that may be accessed.
- h) 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.

- i) 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:
    - notice prior to the absence of the intention to take leave;
    - the name of the person requiring care and their relationship to the employee;
    - the reasons for taking such leave; and
    - 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.
- j) 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.
- k) Evidence Supporting Claim

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

- i) Where evidence is required and where reasonably practicable to do so;
  - 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);
  - 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;
  - 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 <u>Registered Health Practitioner</u> 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.

#### 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.

#### m) Unpaid personal leave

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Where an employee has exhausted all paid personal leave entitlements, they are 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(i) and 16(k) are met.

#### 17. SUPERANNUATION

a) Superannuation Entitlements for Certain Employees

The following conditions are to apply to employees who are members of the State Fire Commission Superannuation Scheme (SFCSS) and who exit the SFCSS prior to 14 November 2009.

- i) In addition to superannuation payments required to be made in accordance with the provisions of the Superannuation Guarantee (Administration) Act 1992 the employer is to contribute a further amount of 5% to a complying superannuation fund of the employee's choosing.
- ii) Employees who elected to exit the SFCSS prior to 14 November 2009 will not be required to make any further compulsory employee contributions as at the date the election was made. The employee contribution is subject to normal taxation requirements.

# b) Superannuation Guarantee

- i) Employees who are members of the SFCSS and who elect to exit the SCFFSS after 14 November 2009, and who continue to be employed under the provisions of the State Service Act 2000 are to receive employer superannuation contributions as prescribed by the *Superannuation Guarantee (Administration) Act 1992*.
- ii) Employees who were members of the SFCSS prior to 1 July 2005 and who continue to remain members of the SFCSS are entitled to receive an employer contribution of 3% into the Retirement Benefit Fund Tasmanian Accumulation Scheme.

#### 18. TRAVELLING ALLOWANCES

- a) The travelling allowance provisions set out in Clause 4(a) of Part IV Expense and Other Allowances of the Tasmanian State Service Award are to apply. Provided that following subclauses are to apply in lieu of Clause 4(a)(iv) Payment for Employee Choice:
  - i) The employer is to meet the costs of all accommodation. As far as practicable, the employer will identify acceptable accommodation and establish arrangements so that employees are not required to make any payments for accommodation. Where such arrangements do not exist, the employee may seek to be paid the cost of the accommodation in advance or may claim re-imbursement of the costs on presentation of receipts.
  - ii) The employer is to ensure that accommodation identified meets a minimum standard of being clean, healthy and reasonably spacious and private. This accommodation is to be in as close proximity as practical to the place where the employee will be performing the work in all but exceptional circumstances.

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#### 19. MORNING AND AFTERNOON REST BREAKS

Employees are not to receive a paid morning or afternoon rest break.

#### 20. TERMS OF ENGAGEMENT

New employees are to complete a probation period of three months for the purposes of assessing the suitability for continuing employment.

# 21. NEW COMPUTERISED TECHNOLOGY

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

# 22. PRODUCTIVITY IMPROVEMENTS

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

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

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



This Agreement is made at Hobart on this 19th day of December 2013. SIGNED BY Minister administering the State Service Act 2000 SIGNED FOR AND ON BEHALF OF Secretary, United Firefighters Union of Australia Tasmania Branch This Agreement is registered pursuant to Section 56(1) of the Industrial Relations Act 1984