

# **SOUTH AUSTRALIAN METROPOLITAN FIRE SERVICE ENTERPRISE AGREEMENT 2011**

**File No. 631 of 2012**

**This Agreement, incorporating the amendments made on 29 February 2012, shall come into force from the first pay period commencing on or after 29 February 2012 and will have a nominal expiry date of 31 December 2013.**

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR WORK ACT 1994.



DATED 29 JANUARY 2012.

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COMMISSION MEMBER





**SOUTH AUSTRALIAN METROPOLITAN FIRE SERVICE  
ENTERPRISE AGREEMENT 2011**

BETWEEN

THE CHIEF OFFICER OF THE  
SOUTH AUSTRALIAN METROPOLITAN FIRE SERVICE

AND THE

UNITED FIREFIGHTERS UNION OF AUSTRALIA (SA BRANCH)

## **1. TITLE**

This Agreement will be known as the South Australian Metropolitan Fire Service Enterprise Agreement 2011.

## **2. TABLE OF CONTENTS**

1.	TITLE.....	2
2.	TABLE OF CONTENTS.....	2
PART A – GENERAL PROVISIONS.....		5
3.	PARTIES BOUND .....	5
4.	RELATIONSHIP TO EXISTING AWARD/AGREEMENTS .....	5
5.	DATE AND PERIOD OF OPERATION .....	5
6.	DEFINITIONS .....	5
7.	PURPOSE .....	6
8.	AIMS AND OBJECTIVES.....	6
9.	OPERATING PHILOSOPHY OF THE AGREEMENT.....	6
10.	CONSULTATION PRINCIPLES .....	6
11.	OCCUPATIONAL HEALTH, SAFETY AND WELFARE .....	7
12.	GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES .....	7
13.	NO EXTRA CLAIMS.....	8
PART B - FULL TIME FIREFIGHTERS .....		9
14.	WAGE ADJUSTMENTS .....	9
15.	ON CALL ALLOWANCE .....	9
16.	TRAVELLING ALLOWANCE .....	9
17.	REGIONAL RELOCATION REVIEW .....	9
18.	DRILL COORDINATOR AND RELIEVING OFFICER ALLOWANCE .....	9
19.	TIME OFF IN LIEU (TOIL) AND OVERTIME .....	10
20.	RECALLS OR PART RECALLS BEFORE SHIFT .....	10
21.	COMPOSITE WAGE STRUCTURE.....	10
22.	CONTINUOUS IMPROVEMENT .....	10
23.	LONG SERVICE LEAVE.....	11
24.	PURCHASED LEAVE.....	12
25.	ACCESS TO LEAVE .....	12
26.	SPECIAL LEAVE WITH PAY .....	12
27.	FAMILY FRIENDLY PROVISIONS .....	12

27.1	Paid maternity leave and paid adoption leave .....	12
27.3	Return to work on a part time basis .....	13
27.4	Family Carer's Leave .....	13
27.5	Reimbursement of reasonable child care costs .....	14
28.	STAFFING.....	14
28.1	Operations Training Relief .....	14
28.2	Flexible Use of Operational Staff .....	14
28.3	Review of the ERV Gallantry (Marine).....	16
28.8	Communications Centre .....	16
28.10	Mount Gambier.....	16
28.11	Port Pirie Staffing .....	17
28.12	Day Working Personnel.....	17
28.13	Day Working Allowances .....	18
28.14	Day Working District Officers and Commanders .....	18
28.15	Fire Investigation Officers.....	18
28.16	Community Safety Programs.....	18
28.17	Deployment arrangements to assist intrastate, interstate and international emergency services.....	19
28.18	Community Safety Department .....	19
28.19	Learning and Development Department.....	19
28.20	Preference System for New Stations .....	19
28.21	Employment Security .....	19
29.	PROMOTIONS PROCESS .....	19
30.	APPOINTMENT AND SECONDMENT PROCEDURES.....	19
31.	STAFF DEVELOPMENT AND TRAINING .....	20
31.1	Staff Development Framework (SDF).....	20
31.2	Training Time .....	20
31.3	Required Attendance .....	21
31.4	Voluntary Attendance.....	21
31.5	Provisions That Apply To Both Required and Voluntary Attendance .....	21
31.6	Training Delivery .....	22
32.	TRADE UNION TRAINING LEAVE .....	22
33.	MOBILE PHONES .....	23
34.	SALARY PACKAGING ARRANGEMENTS .....	23
PART C – RETAINED FIREFIGHTERS .....		24
35.	REMUNERATION RATES .....	24
36.	TRAINING .....	24

37.	INCIDENT RESPONSE .....	25
38.	LEAVE ENTITLEMENTS .....	25
39.	REIMBURSEMENT OF EXPENSES .....	26
40.	OTHER MATTERS .....	26
41.	SIGNATORIES .....	27
APPENDIX A - WAGE AND SALARY SCHEDULE PERMANENT FULL TIME FIREFIGHTERS .....		28
APPENDIX B - OPTIMUM RIDING CONFIGURATION .....		29
APPENDIX C – FULL TIME & RETAINED FUNDED STAFFING NUMBERS .....		30
APPENDIX D NEW METROPOLITAN STATION STAFFING GUIDE.....		31
APPENDIX E FIREFIGHTING INDUSTRY EMPLOYEES (SOUTH AUSTRALIAN METROPOLITAN FIRE SERVICE) AWARD 2007 .....		33
APPENDIX F – UNIVERSAL HOURLY RATES - RETAINED FIREFIGHTERS .....		34

## PART A – GENERAL PROVISIONS

This Part contains general provisions that relate to both Full Time and Retained Firefighters.

### 3. PARTIES BOUND

The Agreement is made pursuant to the provisions of section 79 of the *Fair Work Act 1994*, on 29 February 2012. The Agreement shall be binding upon the The Chief Executive, Department of the Premier and Cabinet (as the declared employer under the Fair Work Act 1994), the Chief Officer of the South Australian Metropolitan Fire Service and the employees of the South Australian Metropolitan Fire Service (SAMFS) covered by the Award prescribed in Clause 5 (excluding General Hands and Breathing Apparatus Technicians) and Retained Firefighters, and the United Firefighters Union of Australia (SA Branch).

### 4. RELATIONSHIP TO EXISTING AWARD/AGREEMENTS

- 4.1 Subject to this clause, this Agreement is to be read and interpreted in conjunction with the *Firefighting Industry Employees (South Australian Metropolitan Fire Service) Award 2007*, or its successor.
- 4.2 The terms and conditions prescribed in the Award as at the date this Agreement is approved by the Industrial Relations Commission of South Australia and comes into effect, shall continue to have full force and effect for the life of this Agreement and are incorporated into this Agreement at Appendix E provided that a clause of this Agreement prevails to the extent of any inconsistency with an incorporated provision of the Award.
- 4.3 If during the life of this Agreement the Award is varied on application by, or with the consent of, the Employer and Union, such variation will have effect so that the Award as varied will operate as per clause 4.2 of this Agreement.
- 4.4 This Agreement supersedes the *South Australian Metropolitan Fire Service Enterprise Agreement 2009*.

### 5. DATE AND PERIOD OF OPERATION

- 5.1 The Agreement will expire on 31 December 2013 and the renegotiation of the Agreement will occur no earlier than 1 July 2013.
- 5.2 Unless otherwise stated, all the provisions of the Agreement will come into operation on the first full pay period commencing on or after 29 February 2012.

### 6. DEFINITIONS

In this Agreement, unless the contrary intention appears:

“Act”	Means the <i>Fair Work Act 1994</i>
“Award”	Means the <i>Firefighting Industry Employees (South Australian Metropolitan Fire Service) Award 2007</i>
“Chief Officer”	Means the person holding the office of Chief Officer of the SAMFS and includes a person acting in that office
“Commission”	Means the Industrial Relations Commission of South Australia
“existing metropolitan fire district boundary”	Means those gazetted areas currently in place that make up the metropolitan fire district as at 1 January 2009, and as varied from time to time by agreement between the parties
“firefighters”	Means all persons employed within one of the Ranks listed in

	Appendix A of this Agreement
“normal hours”	Means the prescribed ordinary hours worked by day workers and hours worked by Regional Training Officers when servicing their retained stations at night
“SAMFS”	Means the South Australian Metropolitan Fire Service
“scheduled training night”	Means the three hours training per week for retained firefighters normally between the hours of 7pm to 10pm on a week night
“the Agreement” or “this Agreement”	Means the <i>South Australian Metropolitan Fire Service Enterprise Agreement 2011</i>
“the Employer”	Means the Chief Officer of the SAMFS
“UFU” or “the Union”	Means the United Firefighters Union South Australian Branch

## 7. PURPOSE

The Agreement reaffirms the parties’ commitment to the achievement of efficiency and productivity measures in the operational areas of the SAMFS. The Agreement also provides for wage increases that recognise the efficiency initiatives implemented by virtue of the Agreement and the continuing contribution that Firefighters are making to improvements in productivity and efficiency in the SAMFS during the life of this Agreement.

## 8. AIMS AND OBJECTIVES

8.1 The aims and objectives of the Agreement are to:

- Improve the productivity, efficiency and effectiveness of the operational areas of the SAMFS.
- Provide for continuous service improvement.
- Ensure ongoing co-operation between the parties.
- Provide for wage increases in accordance with Clause 14 of the Agreement.
- Provide for the implementation of ongoing reform initiatives.

## 9. OPERATING PHILOSOPHY OF THE AGREEMENT

9.1 The Agreement between the parties reflects enhanced relationships between management and employees. This Agreement has been developed through a process of consultation between the parties and reflects ongoing commitment to:

- Corporate values;
- The SAMFS strategic plan;
- Performance improvement;
- Increased productivity;
- Fair and flexible working arrangements; and
- Continuous improvement.

The parties to the Agreement acknowledge that issues of Government policy and service levels fall outside the parameters of the Agreement.

## 10. CONSULTATION PRINCIPLES

The parties commit to the following principles in respect of consultation:

- 10.1 Consultation involves the sharing of information and the exchange of views between the SAMFS and the Union and provides genuine opportunity for the Union to contribute effectively to any decision making process.
- 10.2 The SAMFS will consult in good faith, not simply advise what will be done.
- 10.3 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
- 10.4 Workplace change, which will affect a significant number of employees, should not be implemented before appropriate consultation has occurred with the Union.
- 10.5 The Union will be given the opportunity to adequately consult with its members in relation to proposed changes that may affect employees' working conditions or the services employees provide.

## **11. OCCUPATIONAL HEALTH, SAFETY AND WELFARE**

- 11.1 The parties are committed to, and the employees have a responsibility for, maintaining a safe and healthy work environment in accordance with applicable legislation.

## **12. GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES**

- 12.1 It is the intent of this procedure to encourage communication at all stages of the process to find a satisfactory solution to any dispute.
- 12.2 Any grievance, industrial dispute or matter likely to create a dispute shall be dealt with in the following manner:
  - 12.2.1 The employee representative and the employer shall notify each other in writing the names of their duly accredited representatives and deputies who would be responsible for matters arising on the job. The employee representatives will be entitled to make representations on behalf of employees and the employer representatives will be responsible for dealing with matters raised.
  - 12.2.2 The accredited representatives shall make themselves available for consultation.
  - 12.2.3 The employee or employee representative should discuss any matter affecting an employee with the supervisor in charge of the section or sections in which the grievance, dispute or likely dispute exists. Consultation must occur within 24 hours or as agreed between the parties.
  - 12.2.4 If the matter is not resolved at this level either party may refer the matter to an appropriate manager who shall arrange a conference to discuss the issue.
  - 12.2.5 If the matter remains unresolved, the employee or employee representative shall advise the appropriate Union official and a conference will be arranged with the relevant manager to discuss the matter.
  - 12.2.6 If the grievance, dispute or likely dispute is not resolved either party may refer the matter to the Single Bargaining Centre for discussion. At this stage, discussions may include representatives of the Chief Executive Department of the Premier and Cabinet.
  - 12.2.7 If the matter remains unresolved in accordance with these procedures either party may refer the matter to the Commission for conciliation.
  - 12.2.8 At any stage in the procedure after consultation between the parties has taken place either party may request, and be entitled to receive, a response to its representations within a reasonable time as may be agreed upon between the parties.



- 12.2.9 Without prejudice to either party, and except where a bona fide health and safety issue is involved, work should continue on a status quo basis while matters in dispute are being dealt with in accordance with these procedures. "On a status quo basis" shall mean the work situation in place at the time the matter was first raised in accordance with these provisions.
- 12.2.10 If there is undue delay on the part of any party in responding to the matter creating a grievance, dispute or likely dispute the party complaining of the delay may take the matter to another level of the procedure if the party believes it is desirable to do so.
- 12.2.11 These procedures will not restrict the employer or employee representatives making representations to each other.

### **13. NO EXTRA CLAIMS**

- 13.1 It is agreed by the parties that up to the nominal expiry date of the Agreement:
- a) The employees and their representatives will not pursue any extra wage claims, whether award or over award;
  - b) The employees and their representatives will not seek any changes to conditions of employment;
  - c) The Agreement will cover all matters or claims regarding the employment of employees, which could otherwise be the subject of industrial actions pursuant to the Act; and
  - d) Neither the employees, nor any party to this Agreement, will engage in industrial action pursuant to the Act, in relation to the performance of any work covered by the Agreement.

## **PART B - FULL TIME FIREFIGHTERS**

This Part contains provisions that specifically relate to full time firefighters covered by the Award.

### **14. WAGE ADJUSTMENTS**

14.1 The following wage increases apply to all classifications (excluding General Hands and Breathing Apparatus Technicians) in the Award:

- 2.5% enterprise bargaining increase from the first full pay period commencing on or after 1 January 2012;
- 1% firefighter specific increase from the first full pay period commencing on or after 1 July 2012;
- 2.5% enterprise bargaining increase from the first full pay period to commence on or after 1 January 2013;
- 1% firefighter specific increase from the first full pay period commencing on or after 1 July 2013;
- 3% enterprise bargaining increase from the first full pay period commencing on or after 1 January 2014; and

14.2 The wage rates for full time firefighters are attached at Appendix A.

### **15. ON CALL ALLOWANCE**

15.1 On call allowance rates will be paid to eligible day working personnel as per clause 12 of the *South Australian Government Wages Parity (Salaried) Enterprise Agreement 2010* and will be varied in accordance with changes to those rates in any successor to that agreement. The rates prescribed in the 2010 agreement are as follows:

(a) Per night Monday to Friday, the allowance will be as follows:

- a. \$27.00 from the first pay period to commence on or after 1 October 2011.

(b) Per day Saturday, Sunday or a Public Holiday, the allowance will be as follows:

- a. \$47.20 from the first pay period to commence on or after 1 October 2011.

### **16. TRAVELLING ALLOWANCE**

16.1 Where an employee has been given approval by the SAMFS to use the employee's private motor vehicle for official purposes, such employee will be paid an allowance per kilometre at the rate prescribed in Commissioner's Standard 3.2 Remuneration – Allowances and Reimbursements as varied from time to time.

### **17. REGIONAL RELOCATION REVIEW**

17.1 The SAMFS will consult with the UFU in relation to its conduct of a review into regional relocation arrangements with a view to creating a standard policy. The review will be conducted within the first six months of approval of the Agreement.

### **18. DRILL COORDINATOR AND RELIEVING OFFICER ALLOWANCE**

18.1 An employee undertaking duties as either Drill Coordinator or Relieving Officer on his/her shift at Adelaide Station will be entitled to an allowance of \$1.50 per hour. This allowance is in lieu of the allowance prescribed in clause 15.3 of the Award.

## **19. TIME OFF IN LIEU (TOIL) AND OVERTIME**

- 19.1 All day working employees except day working District Officers, Commanders and Fire Investigation Officers will have a choice between TOIL and paid overtime, when undertaking work outside of normal hours. Day working District Officers, Commanders and Fire Investigation Officers are provided with the private use of a motor vehicle in lieu of paid overtime and on call allowance payments.
- 19.2 Shift employees will continue to be paid overtime rates for all time worked in excess of rostered hours in accordance with Clause 14 of the Award.

## **20. RECALLS OR PART RECALLS BEFORE SHIFT**

- 20.1 Where an employee is recalled to work immediately prior to a rostered shift, the employee is to be paid for the period of the recall in accordance with clause 14.2.4 of the Award.
- 20.2 Where an employee commences a rostered shift directly following a recall the employee is to be paid at ordinary time rates.
- 20.3 Where an employee is recalled for three (3) hours or less prior to a rostered shift, the employee will be paid a minimum of three (3) hours at overtime rates and then be paid at ordinary time rates for the remaining portion of the rostered shift.

## **21. COMPOSITE WAGE STRUCTURE**

- 21.1 The parties agree to conduct a feasibility study of composite wage rates during the life of the Agreement. A composite wage structure would be capable of being implemented in the next enterprise agreement provided that the feasibility study determines that it will be cost neutral.

## **22. CONTINUOUS IMPROVEMENT**

### **22.1 Commitment**

- 22.1.1 The parties are committed to an ongoing culture of continuous improvement through a consultative process in order to provide a more flexible approach to managing change within the SAMFS.

### **22.2 Continuous Improvement**

- 22.2.1 A culture of continuous improvement aims to:
- Contribute to a workplace culture that encourages employees to maintain a clear resolve of being held in the highest regard as a modern, motivated, progressive and professional Fire Service which is responsive to the evolving needs of the South Australian community;
  - Encourage employees to be aware of and apply continuous improvement in all facets of their work; and
  - Enhance the SAMFS' ability to utilise its employees as effectively and efficiently as possible.

### **22.3 Consultative Committees and Role**

- 22.3.1 The development of effective participative and consultative processes is an important facet to achieving a culture of continuous improvement. From the commencement of the Agreement, it is agreed that specific consultative committees will be introduced to achieve a collaborative approach to achieving and implementing change within the SAMFS.

- 22.3.2 The role of a consultative committee will be to discuss and develop recommendations and solutions to issues for consideration by the Chief Officer.
- 22.3.3 The parties acknowledge that issues relating to statutory responsibilities, Government policy, service levels and resource levels fall outside the parameters of a consultative committee and this Agreement but that the Chief Officer undertakes wherever possible to keep employees informed of these issues.
- 22.3.4 Consultative committees will be established for the following areas:
- Occupational health, safety and welfare;
  - Training advisory; and
  - Research and development.
- 22.3.5 The Chief Officer will determine the Terms of Reference for the committees in consultation with the UFU.
- 22.3.6 The Chief Officer may establish other consultative committees, as deemed appropriate.

## **22.4 Process to Resolve Issues**

- 22.4.1 If the Chief Officer and a consultative committee are unable to reach agreement with respect to workplace change suggested by a committee, the Chief Officer and the Union will consult on the matter.
- 22.4.2 If agreement is unable to be reached following discussions between the Chief Officer and the Union, the matter will be referred to the Single Bargaining Centre (SBC) for consideration.
- 22.4.3 If the issue is unable to be resolved by the SBC the matter will be referred to an independent facilitator to be appointed by agreement between the Chief Officer and the Union. The role of the facilitator will be to attempt to assist the parties to resolve the matter.
- 22.4.4 If after the use of an independent facilitator the matter remains unresolved, either of the parties may progress the issue in accordance with the Grievance and Dispute Avoidance Procedure as set out in Clause 12 of the Agreement.

## **23. LONG SERVICE LEAVE**

### **23.1 Flexibility provisions**

- 23.1.1 Long Service Leave may be taken at double pay on the proviso that minimum blocks of 16 calendar days (which exhausts 32 days entitlement) will apply and that the number of days accrued or standing to the credit of the employee will reduce accordingly i.e. by 2 days for each day taken at double pay.

### **23.2 Recognition of Prior Service for Long Service Leave**

- 23.2.1 Commissioner's Determination 3.4C–Employment Conditions–applies to all operational firefighters in respect to Long Service Leave entitlements from 1 January 2008.
- 23.2.2 This means that SAMFS will recognise the prior service of persons in a public sector agency with negotiated reciprocal leave arrangements for the purposes of Long Service Leave when the persons are employed by the Chief Officer.

## **24. PURCHASED LEAVE**

- 24.1.1 Purchased Leave consistent with Commissioner's Standard 3.1 Part 2 "Purchased Leave" will be available to all SAMFS employees covered by this Agreement subject to the arrangements being suitable to SAMFS policies, business, operational and service delivery (internal and external) requirements.
- 24.1.2 Approval of Purchased Leave arrangements will be at the discretion of the Chief Officer.

## **25. ACCESS TO LEAVE**

- 25.1.1 SAMFS will amend the SAP 41 Leave Provisions in relation to access to leave, as agreed between SAMFS and the UFU.

## **26. SPECIAL LEAVE WITH PAY**

- 26.1.1 SAMFS will give consideration to an administrative approach to a policy that will enable access to special leave with pay provisions to facilitate up to 5 days of partners leave subject to appropriate criteria.

## **27. FAMILY FRIENDLY PROVISIONS**

### **27.1 Paid maternity leave and paid adoption leave**

27.2 Paid maternity leave and paid adoption leave applies in accordance with this clause.

- 27.2.1 Operative from [insert date of approval here] and subject to this clause, an employee, who has completed 12 months continuous service prior to the expected date of birth of the child, or prior to taking custody of an adopted child, (as applicable) will be entitled to sixteen (16) weeks paid maternity or adoption leave (as applicable) on or after [insert date of approval here] (the "applicable maximum period").
- 27.2.2 Operative from a date 12 months after the date of approval by the IRCSA of this Agreement, an employee who, at the time of taking such paid maternity or adoption leave, has been employed in SAMFS for not less than five (5) years (including any periods of approved unpaid leave), will be entitled to eighteen (18) weeks (the "applicable maximum period").
- 27.2.3 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:
  - a) The total of paid maternity leave and unpaid parental leave is not to exceed 104 calendar weeks in relation to the employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption.
  - b) An employee will be entitled to the applicable maximum period, paid at the employee's ordinary rate of pay from the date maternity/adoption leave commences. The paid maternity/adoption leave is inclusive of, and is not to be extended by, any public holiday, programmed hours off that fall during the period of paid leave.
- 27.2.4 At the time of applying for paid maternity leave or paid adoption leave, the employee may elect in writing:
  - a) To take the leave at half pay in which case, notwithstanding any other clause of this Agreement, the employee will be entitled, during the period of leave, to be paid at half the ordinary rate of pay from the date maternity/adoption leave commences; or

- b) To take the paid maternity/adoption leave in two periods split into equal proportions during the first 12 months of the commencement of their paid leave; or
  - c) A combination of (a) and (b).
- 27.2.5 Where both prospective parents are employed by SAMFS, a period of paid maternity/adoption leave (as applicable) may be shared by both employees, provided that the total period of paid maternity/adoption leave does not exceed the applicable maximum and that the leave is taken in periods of not less than four weeks and has regard to the operational needs of SAMFS.
- 27.2.6 Part-time employees will have the same entitlements to paid maternity/adoption leave as full-time employees, but paid on a pro rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).
- 27.2.7 During periods of paid maternity/adoption leave or parental leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.
- 27.2.8 The entitlement(s) in this clause will be in addition to, but cannot be taken at the same time as leave that may be taken as a result of the Commonwealth's Paid Parental Leave Scheme.

### **27.3 Return to work on a part time basis**

- 27.3.1 Subject to this clause, an employee is entitled to return to work after maternity or adoption leave on a part-time basis, at the employee's substantive level, until the child's second birthday.
- 27.3.2 The following conditions apply to an employee applying to return on a part-time basis:
- a) The employee will provide such request at least 6 weeks prior to the date on which the employee's maternity or adoption leave is due to expire, and will provide to the Chief Officer such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday;
  - b) At least 6 weeks prior to the relevant child's second birthday, the employee will advise the Chief Officer whether the employee will revert to employment on a full time basis or seeks to continue to be employed on a part-time basis;
  - c) An employee's return to work part-time will be on a non-discriminatory basis so as to operate in the same manner as any other employee returning from a period of leave.

### **27.4 Family Carer's Leave**

- 27.4.1 Employees may access up to ten (10) days of their normal paid sick leave entitlement, in any year, to provide support for a sick family member. The family member must be either a member of the employee's household or a near relative of the employee as defined in the Act.
- 27.4.2 This access is available if the following conditions are satisfied:

- a) The employee must have responsibility for the care of the family member concerned;
- b) The employee produces satisfactory evidence of sickness of the family member, if requested in the form of either a medical certificate or a statutory declaration; and
- c) The ability to access this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements provided elsewhere for this leave.

## **27.5 Reimbursement of reasonable child care costs**

27.5.1 Where an employee, other than a casual employee, is given less than 24 hours prior notice that the employee is required to work outside of their ordinary hours of work, and consequently the employee utilises paid child care, the SAMFS will reimburse the reasonable child care costs incurred by the employee arising from performing such work, subject to this clause.

- a) The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- b) The work, or the hour/s to be worked, is not part of a regular or systematic pattern of work or hour/s performed by the employee.
- c) The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
- d) Reimbursement will be made for child care costs in respect of Registered Care or Approved Care after all other sources of reimbursement have been exhausted. Where the child care costs are incurred for child care not in a registered or approved centre, reimbursement will be made in accordance with a child care reimbursement rate, and guidelines, published from time to time by the Commissioner for Public Sector Employment.
- e) The employee will provide the agency with a Child Benefit Claim Form for either Registered Care or Approved Care, tax invoice/receipt, or other supporting documentation as may from time to time be required detailing the cost incurred, or reimbursement sought, in respect of the work.
- f) For the purposes of this clause, a reference to work is a reference to the work outside the employee's ordinary hours, or regular or systematic pattern of work or hour/s, for which less than 24 hours prior notice is given.

## **28. STAFFING**

### **28.1 Operations Training Relief**

28.1.1 The parties agree to an increase of operational personnel in the Operational Training Relief (OTR) to maintain a minimum staffing level for OTR of 8 full time equivalents over a 4-day shift model, in order to improve the capability for operational staff development.

### **28.2 Flexible Use of Operational Staff**

28.2.1 The parties agree that the SAMFS will continue to maintain an optimum riding configuration figure of 129 operational staff; each shift including the positions of two (2) District Officers and 33 Station Officers. The optimum riding configuration figures are attached as Appendix B.

- 28.2.2 The optimum riding configuration figures provide the configuration for current operational arrangements. This configuration does not restrict the temporary relocation of vehicles or staff for training or other operational purposes following the start of a shift.
- 28.2.3 The complement of the optimum riding configuration will comprise of fully fit Firefighters except that the Duty Officer and Drivers (Appliances 2017/27 and 2090) positions will be designated as Restricted Operational Riding Positions (RORP).
- 28.2.4 The application of unlimited periods of acting up and down at all times may occur within the global staffing complement as set out in Clause 28.2.1 and in accordance with SAMFS Administrative Procedure No.36 (SAP36), as amended to provide consistency with this Agreement and as may be further amended from time-to-time.
- 28.2.5 Pumping appliances will continue to be crewed by one (1) Station Officer (excludes Port Pirie second and third pumpers) and three (3) Firefighters for the life of the Agreement.
- 28.2.6 Where after the commencement of a shift the optimum riding configuration is reduced by one (1) position due to an emergency situation, the firefighter position on Appliance 206 may be filled with a RORP (subject to having a medical clearance to undertake the duties required) which will come from outside of the optimum riding configuration detailed in Appendix B of this Agreement. For the purpose of this Agreement, an emergency situation is defined as:
- Staff sickness whilst on duty.
  - Severe illness or accident involving immediate family member whilst a firefighter is on duty.
  - Operational appliance breakdown for replacement.
  - Transportation of essential operational equipment.
  - Response of Emergency Response Vessel (ERV) Gallantry with two Marine Officers.
  - Outstation fire alarms concentrator failure.
- 28.2.7 An employee will be required to perform any duties that are within his/her skills, competencies and training level. Available operational staff will be utilised in positions for which they have the requisite competencies before recalling staff to meet the minimum staffing requirement.
- 28.2.8 Acting up or down is not restricted by time and can be utilised to cover both long term or short term absences, as the case may be, but will not be used to circumvent promotion.
- 28.2.9 Any employee required to act down will suffer no diminution in wages or conditions of employment.
- 28.2.10 The SAMFS will continue to maintain a relieving pool based on historical data to ensure the configuration as set out in Clause 28.2.1 is adequately maintained.
- 28.2.11 A recruitment process will be initiated at a time when operational staffing levels have been reduced by at least twelve (12), but no more than twenty-one (21) of the authorised establishment. This figure is to be determined from the SAMFS Operational Staffing Numbers, a copy of which will be provided to the Union on a regular basis. The SAMFS Executive will determine the timing for recruitment in consultation with the Union.
- 28.2.12 The parties agree that the Chief Officer or his/her delegate has a need to allocate its resources in a manner which best meets continuously changing operational and



community needs and that this may require resources to be reallocated from time-to-time as a key operational priority.

- 28.2.13 The parties agree that the Chief Officer or his/her delegate may allocate appliances (as prescribed in Appendix B) within the existing metropolitan fire district boundary at his/her discretion providing that the optimum staffing numbers specified in subclause 28.2.1 is maintained, and at all times there remain 6 stations (not including Adelaide Station) with two appliances.
- 28.2.14 During the life of the Agreement, minimum staffing for any new stations within the prescribed metropolitan fire district boundary will be provided as an addition to the existing optimum riding configuration on the basis that such stations are included in the flexible operations specified in subclause 28.2.13.
- 28.2.15 The Chief Officer or his/her delegate will consult the UFU in respect of any proposed changes, of a non-emergency nature, to the existing deployment arrangements.
- 28.2.16 Nothing in this Clause shall derogate from the absolute authority of the Chief Officer to deploy in any emergency situation, personnel and appliances in such a manner as he/she deems necessary.

### **28.3 Review of the ERV Gallantry (Marine)**

- 28.4 The parties agree that a review of the Marine will be undertaken within 12 months of approval of the Agreement by the IRCSA.
- 28.5 The review will have regard to the working arrangements and resourcing of the Marine in the context of current and anticipated changes in, demands and risks in the LeFevre Peninsula.
- 28.6 Subject to the recommendations of the review, the outcomes may require SAMFS to obtain funding from the South Australian Government.
- 28.7 If the outcome of the review results in the need to amend Appendix B – Optimum Riding Configuration, the parties will apply to vary the enterprise agreement.

### **28.8 Communications Centre**

- 28.8.1 The introduction of Country Fire Service (CFS) Operators into the SAMFS Communications Centre, on the basis that SAMFS assumes State-wide responsibility for call receipt and despatch functions, has been completed.
- 28.8.2 CFS Operators have been integrated into all of the activities of the SAMFS Communications Centre.
- 28.9 The minimum staffing level of the Communications Centre will be 2 Officers and 5 Operators working 24 x 7.

### **28.10 Mount Gambier**

- 28.10.1 The minimum full time staffing of the Mt Gambier Station will be maintained as 4 over a 5-day shift model.
- 28.10.2 Graduates from a recruit course will be posted to Mount Gambier for a minimum period of five (5) years, at which time they may elect to stay at Mount Gambier or request transfer to the metropolitan area.

- 28.10.3 Graduates from a recruit course posted to Mount Gambier for the five year period will not receive removal expenses.
- 28.10.4 The parties recognise an evolving need to review the staffing arrangements in other country locations and consultation on such matters will occur through the consultative processes contained in this Agreement.

### **28.11 Port Pirie Staffing**

- 28.11.1 The existing total full time staffing complement comprises of one (1) Station Officer, one (1) Crew Commander on the second pump and three (3) Firefighters per shift.
- 28.11.2 SAMFS, the Union and all Port Pirie staff provide an ongoing commitment to assist in the recruitment, induction and training of Retained Firefighters (SAMFS will provide adequate training and appropriate training modules).
- 28.11.3 Full time Firefighters at Port Pirie assessed as qualified to command the second pumper will be paid at the rate of Senior Firefighter when in command of the second pumper.
- 28.11.4 Senior Firefighters involved in the selection and training of Retained Firefighters will be paid an allowance of \$4.50 per hour when so involved (expected to be approximately 8 hours per week inclusive of preparation time). In the absence of a Senior Firefighter, a Firefighter so involved will be paid higher duties at the Senior Firefighter rate together with a training allowance. Two trainers will be used where the ratio of trainer to trainees exceeds 1:10.
- 28.11.5 Graduates from a recruit course will be posted to Port Pirie for a minimum period of five years, at which time they may elect to stay at Port Pirie or request transfer to the metropolitan area.
- 28.11.6 Graduates from a recruit course posted to Port Pirie for the five year period will not receive removal expenses.
- 28.11.7 Arrangements in Clause 28.11.6 will be subject to outcomes arising from Clause 17 Regional Relocation Review.
- 28.11.8 Future general call recruitment campaigns will identify vacancies at Port Pirie, and specify that a number of recruits will be required to commence full time duties at Port Pirie, in accordance with the above arrangements.
- 28.11.9 Other vacancies that may occur between recruitment processes will be filled by transfer of staff from the metropolitan area in accordance with the Award.

### **28.12 Day Working Personnel**

- 28.12.1 Firefighters or Officers, who are appointed or seconded to day work, are required to work a roster of 168 hours per four-week cycle, in accordance with Clause 16.1.6 of the Award. This work may be conducted as:
- a) a working week of 42 hours over 5 days with a programmed day off once per four week cycle; or
  - b) a 9-day fortnight where 10 rostered working days are worked in 9 days with the tenth day a programmed day off; or
  - c) a 4-day working week where 5 rostered working days are worked in 4 days with the fifth day a programmed day off.
- 28.12.2 Compressed Working Weeks and Band Widths are subject to arrangements with the Commander of the area.
- 28.12.3 These arrangements exclude personnel assigned to OTR and Mt Gambier.

### **28.13 Day Working Allowances**

- 28.13.1 All day working personnel (including District Officers and Commanders) will receive the allowances prescribed in subclause 15.5.2 of the Award.
- 28.13.2 The periods of day work will accumulate for the purpose of determining the appropriate level of allowance. For example, an employee who has been on day work for 2 years and 6 months (and paid an allowance of 4%) prior to returning to shift work, will be paid an allowance of 4.5% after performing a further period of day work for 6 months (an accumulated period of 3 years on day work).

### **28.14 Day Working District Officers and Commanders**

- 28.14.1 All day working District Officers (with the exception of Station Officers acting up) and Commanders will be placed on an on call roster and will be provided with a vehicle, which will include private use in accordance with SAMFS policy arrangements. The private use of a vehicle is provided in lieu of overtime payments and on call allowances.

### **28.15 Fire Investigation Officers**

- 28.15.1 In recognition of the unique and specialist nature of Fire Cause Investigation and having regard to the existing operational requirements of this work which will continue to be maintained for the life of the Agreement, the 3 Station Officer Fire Investigation Officers will remain Station Officers and be remunerated at the rate of District Officer Level 1 including superannuation whilst they continue in this role.
- 28.15.2 Fire Investigation Officers are provided with a government vehicle for the purposes of the performance of their duties and are permitted to use the vehicle for private purposes in accordance with SAMFS policy arrangements and on the basis that such use is in lieu of overtime payments and the payment of on call allowances.
- 28.15.3 The Fire Investigation Officers will not be eligible for overtime payments for work performed outside of normal hours. They are entitled to be provided with TOIL, which will be self managed within the existing group of 1 District Officer and 3 Station Officers without additional resources for this purpose. The prescribed on call allowance will not be paid to these officers. A relief Fire Investigation Officer will only be provided for periods of extended long service leave and for periods of extended sick leave.
- 28.15.4 The manager of the Fire Cause Investigation Section will be remunerated at the rate of District Officer Level 2.

### **28.16 Community Safety Programs**

- 28.16.1 The parties acknowledge the importance of Community Safety Programs and the important role that is fulfilled by operational crews in undertaking fire safety and building inspections.
- 28.16.2 The parties agree that operational crews will be required to conduct such inspections at appropriate times during both day and night shifts, only on week days and concluding no later than 8pm.
- 28.16.3 This does not restrict the work of FCI or Command District Officers who undertake community safety inspections or programs.
- 28.16.4 SAMFS undertakes to provide appropriate training to all crews involved in inspections and to ensure that their personal safety, including exposure to cigarette smoke, is considered.

## **28.17 Deployment arrangements to assist intrastate, interstate and international emergency services**

- 28.17.1 Where an employee is required to provide assistance *intra-state*, in major emergency situations, that employee will be entitled to payment for incidental expenses in accordance with and at the rates contained within Commissioners Standard No 3 Responsive and Safe Employment Conditions as varied from time to time.
- 28.17.2 Where an employee is required to provide assistance to interstate or internationally in major emergency situations the employee will be entitled to the following payments.
- a) Payment of 12 hours per day which includes a travel day to and from the deployment (7 day deployment for USAR incidents, 5 day deployment for bushfire).
  - b) Overtime to be paid for the hours above the normal weekly work hours as provided for in the Award at clause 16.1.2 (40 or 42 hour is normal work week). For example a USAR Deployment at 12 hours per day over 7 days will be 84 hours paid at 40 or 42 hours as applicable at 'normal weekly rate' and the balance of hours (40 or 42) paid at over time rate.
  - c) Staff are to return to work at the commencement of the next full shift 48 hours after returning to base (no standby's or recalls allowed within the 48 hour stand down period).

## **28.18 Community Safety Department**

- 28.18.1 The SAMFS will consult with the UFU in relation to its conduct of a review of the day working fire safety career stream during the life of the Agreement.

## **28.19 Learning and Development Department**

- 28.19.1 The SAMFS will consult with the UFU in relation to its conduct of a review of the day working training department career stream during the life of the Agreement.

## **28.20 Preference System for New Stations**

- 28.20.1 Refer to the New Metropolitan Station Staffing Guide at Appendix D.

## **28.21 Employment Security**

- 28.21.1 The parties agree that security of employment in the form of no forced redundancy will apply for employees bound by this Agreement from date of approval by the Commission for the life of the Agreement and in accordance with the provisions contained in Commissioners Standard 2 - Quality Staffing as varied from time to time.

## **29. PROMOTIONS PROCESS**

- 29.1 The Service Administrative Procedure – Promotions Procedures (SAP No. 40) is agreed by the parties and may be varied from time to time by agreement between the parties.

## **30. APPOINTMENT AND SECONDMENT PROCEDURES**

- 30.1 It has been agreed that:

- (a) Appointment and secondment procedures for the District Officer rank will be equitable and transparent.

- (b) SAMFS will look to implement a ‘preference matrix’ whereby District Officers will signal an intention through preference for a particular position and SAMFS will endeavour to fill these open positions through the stated preference.
- (c) Expressions of interest must be called for all open positions in line with Clause 5.1 of Service Administrative Procedure – Appointment and Secondment Procedure (SAP6).
- (d) Should clauses (b) and (c) above be followed and exhausted, the SAMFS will second suitably qualified District Officers to positions.

## **31. STAFF DEVELOPMENT AND TRAINING**

### **31.1 Staff Development Framework (SDF)**

- 31.1.1 The SAMFS will conduct an internal review of the current Staff Development Framework during the life of the Agreement that will address the merit of a trade qualification being gained through the Framework. In addition, any changes to the Staff Development Framework will be with the agreement of both parties.
- 31.1.2 A working party, comprised of representatives of the SAMFS and the UFU, has also been established which will also consider the requirements to be fulfilled by the SAMFS to maintain Registered Training Organisation (RTO) status.

### **31.2 Training Time**

- 31.2.1 The parties recognise that there are economies and efficiencies to be gained by having a more flexible approach to employees attending for training and other matters.
- 31.2.2 The parties recognise that the existing Award provisions do not provide sufficient flexibility in covering the range of activities undertaken by operational staff, particularly in the areas of training and self-improvement. Accordingly, the parties agree that the following attendance provisions will apply.
- 31.2.3 Where the SAMFS offers training either internally or externally, which an employee desires to attend for personal self development or for career progression reasons, such training will be undertaken in the employee’s own time and at their personal expense. This training would include (but is not limited to) promotional training/advice, “test outs”, AFAC modular training, university, and development programs.
- 31.2.4 These provisions do not apply where an employee is required by the SAMFS to attend and participate in an external course of two or more days (eg. Mount Macedon - Emergency Management Courses, Hobart - Senior Management Training Courses) in which case the employee’s work/training course attendance time will be equalised over the relevant period in accordance with current arrangements.
- 31.2.5 “Shift equalisation” is the process applied when operational staff are allocated alternate duties in lieu of attending their normal scheduled duty shift/s or day work duties.
- 31.2.6 When shift equalisation applies:
  - (a) Day work allowance does not apply to shift workers as there has been no secondment and they will be classified as “out duty” (term used on the daily shift attendance statement to identify when an employee rostered for duty is, for example, on a course on the daily parade statement.
  - (b) Employees will not be entitled to TOIL or overtime for any part of a scheduled conference, course or training which is outside of normal hours. This means that when an employee is on a specialist course (not including SAMFS in-service

courses) or conference and there are evening/night or weekend commitments as part of the curriculum, TOIL or overtime does not apply (e.g. for USAR 48 hour exercise, EMA courses, live in courses etc.).

31.2.7 Attendance for normal operational duties is specifically excluded from this provision.

31.2.8 “Normal operational duties” means duties that an operational employee would normally perform on a day-to-day basis in accordance with his/her Position Information Document (duty statement) for example, additional operational duties, fire watch duty.

### **31.3 Required Attendance**

31.3.1 Where the SAMFS directs an employee (thus the employee has no option of refusal) to attend training related to operational needs or to meet statutory requirements, payment will be made pursuant to Clause 14.2.1 of the Award (i.e. overtime).

### **31.4 Voluntary Attendance**

31.4.1 Where the SAMFS invites an employee (thus the employee is able to refuse) to attend training, or to attend other non-compulsory meetings that are considered to be important to the functions to the SAMFS, the following arrangements will apply:

- a) In all cases, there will be no detriment to an employee if they decline to attend.
- b) Where possible, training will be arranged to be for a minimum period of eight (8) hours (including travelling time).
- c) For other activities, where the attendance at the activity is less than eight (8) hours (including travelling time), two (2) attendances will equate to eight (8) hours.
- d) Employees who are on leave will be invited to relevant (i.e. Peer) voluntary training and will be paid time off in lieu or payment at single time as detailed in (e) below;
- e) In all cases:
  - (i) The employee may choose to have the attendance(s) credited to an individual TOIL “bank”. When that “bank” has accumulated to eight (8) hours the employee may apply for one day shift off in lieu (i.e. each eight (8) hours accumulated will equal one day shift off). The day shift off in lieu will be granted at a mutually convenient time but only if it is probable that the SAMFS will incur no additional cost (eg. recall); or
  - (ii) The employee may choose to have the time paid to him/her, in which case payment will be made at the single time rate.

31.4.2 The nature of attendances included in this part of the provision would include (but is not limited to) OHS&W Committee meetings, Research and Development Committee meetings, Training Advisory Committee meetings, meetings of Consultative Committees established by the Chief Officer in accordance with Clause 11.3.6 of this Agreement, Subcommittee meetings formed by any of the previous mentioned Committees in this clause, OHS&W Training, Critical Incident Stress Management/Peer training, Certificate IV Workplace Trainer and Assessors Course, WorkCover Audit, WorkCover Auditors training, Harassment Contact Officer training and other voluntary training approved by the Chief Officer.

### **31.5 Provisions That Apply To Both Required and Voluntary Attendance**

- 31.5.1 The duration of attendance at any training/meeting will be calculated from the time that the employee leaves his/her home (to travel by the most direct route to the location that they attend) to the time that the employee returns to their home (by the most direct route).
- 31.5.2 For the duration of this time the employee will be regarded as on duty for the purposes of the relevant State legislation dealing with Workers Compensation and Occupational Health, Safety and Welfare.
- 31.5.3 Where an employee attends two (2) training/meeting sessions within an eight (8) hour period at the same location, the employee may only be able to make one (1) claim for travelling reimbursement.
- 31.5.4 Travelling time within the Adelaide Metropolitan area will be calculated on the basis of 15 minutes for each 8km travelled.
- 31.5.5 Travelling time to Adelaide from outside the Adelaide Metropolitan area will be calculated on the basis of 15 minutes for each 20km travelled.
- 31.5.6 Reasonable travelling expenses will be reimbursed in accordance with the motor mileage reimbursement rates prescribed by Commissioner's Standard No 3 (previously Public Sector Management Act Determination No.15 – Motor Vehicle Allowance) as varied from time to time - for the distance travelled from the employee's residence to the place that the employee attends and return by the most direct route (except for personnel resident in Port Pirie in which case the mileage paid will be 448km for the round trip to Adelaide).

## **31.6 Training Delivery**

- 31.6.1 Training over seven days, apart from skills maintenance training, will be nationally accredited and delivered by nationally accredited trainers and assessed by nationally accredited assessors (Certificate IV Workplace Trainer).

## **32. TRADE UNION TRAINING LEAVE**

- 32.1 An employee (who is a member of the Union) shall be allowed leave with pay to attend a recognised Trade Union Training Course subject to the following conditions:
  - 32.1.1 The employee provides at least four (4) weeks notice to the SAMFS about the date of commencement of a training course;
  - 32.1.2 The SAMFS is able to make adequate staffing arrangements during the period of such leave;
  - 32.1.3 That at any one time no more than three (3) employees shall be on leave pursuant to this clause;
  - 32.1.4 That no more than five (5) employees shall be granted leave pursuant to this clause in any one year;
  - 32.1.5 That no more than forty (40) days leave pursuant to this clause shall be granted to all employees in any one year [Leave taken pursuant to this clause shall be counted as continuous service for all purposes of the schedule and for purposes of Long Service Leave entitlements]; and
  - 32.1.6 That an employee shall have completed a period of twelve (12) months service with the SAMFS before proceeding on leave pursuant to this clause.

### **33. MOBILE PHONES**

- 33.1 SAMFS will continue to attach a mobile phone to all general purpose pumpers as a health and safety measure.

### **34. SALARY PACKAGING ARRANGEMENTS**

- 34.1 This clause applies for the period an employee enters into a Salary Sacrifice Agreement. A Salary Sacrifice Agreement (SSA) is the formal administrative instrument between the employer and the employee which enables salary packaging arrangements to be put in place.
- 34.1.1 Subject to this clause, the salary or wages payable to an employee, or applicable to a position where the occupant elects to enter into a SSA, pursuant to this Agreement will be the salary or wages payable under the SSA, notwithstanding any other provision in, or Appendix of, this Agreement.
- 34.1.2 Any entitlement to payment of overtime, leave loading or shift allowance will be based on the salary or wages that would have been payable had the employee not entered into a SSA.
- 34.1.3 Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements, the payment thereof shall be based on the salary or wages that would have been payable had the employee not entered into a SSA.



## **PART C – RETAINED FIREFIGHTERS**

This part contains provisions that specifically relate to retained staff who are not covered by the Award.

### **35. REMUNERATION RATES**

- 35.1 Retained ranks are aligned to the composite wage rates (which consist of base rate, shift loadings plus 2 hours overtime per week) for the appropriate full time ranks (refer to Appendix F) as follows -
- Retained Recruit until qualified to ride to be paid at the full time Recruit Firefighter rate.
- Retained Firefighter aligned to full time 2<sup>nd</sup> Class Firefighter rate.
- Retained Senior Firefighter aligned to full time 1<sup>st</sup> Class Firefighter Level 2 rate.
- Retained Senior Firefighter Qualified aligned to full time Senior Firefighter rate.
- Retained Station Officer aligned to full time Station Officer Level 1 rate.
- Retained Senior Station Officer realigned to full time District Officer Level 1 rate.
- 35.2 The rates of pay in subclause 35.1 will become the Universal Hourly Rates in the Agreement from the first pay period operating on or after 1 January 2009. These rates will be paid fortnightly based on weekly attendance at scheduled training (unless on approved leave) and incident attendance.
- 35.3 An annual retainer of \$1,200 per annum will be paid. Payment of the retainer will be made fortnightly. The call out allowance to be paid to eligible day working full time firefighters will not be paid to retained firefighters.
- 35.4 A minimum 2 hours call out payment at the Universal Hourly Rates will be made when attending incidents, with this minimum payment to apply from 1 January 2010.
- 35.5 Retained staff will be paid at the Universal Hourly Rates when attending approved specialist training courses (excluding recruit training) in Adelaide and other venues, and receive payment for any approved associated travel and accommodation costs when not provided by the SAMFS.
- 35.6 The Universal Hourly Rates will be adjusted by the same percentage increases and timing as provided to full time firefighters in Part B Clause 14 of the Agreement.
- 35.7 The actual Universal Hourly Rates for retained firefighters are attached at Appendix F.
- 35.8 Retained staff will be paid fortnightly, into a bank account specified by the employee.

### **36. TRAINING**

- 36.1 Retained firefighters are required to attend their station for training/drill sessions/station and appliance maintenance/cleaning on the scheduled training night once per week for three (3) hours duration.
- 36.2 All retained firefighters are required to attend their station for 80% (42 weeks per year) of scheduled training sessions.
- 36.3 Catch up training sessions may be authorised by the Station Officer.
- 36.4 When scheduled training nights are cancelled due to the fall of public holidays, the training session must be rescheduled in the week concerned.

#### **Recruit Retained Firefighters**

- 36.5 Recruit retained firefighters are required to attend and successfully complete 2 x 16 hour weekend training courses prior to being qualified to crew a first response appliance. Course one covers Breathing Apparatus training and course two covers Basic Firefighting Skills. Recruit retained firefighters will not be remunerated for such attendance.
- 36.6 Employment as a recruit retained firefighter will be on a probationary basis pending the successful completion of the above two courses. Candidates will be given two (2) opportunities to achieve competency in both courses.
- 36.7 Recruit retained firefighters must obtain an LT licence (if applicable) within six (6) months of employment at their own expense.

### **37. INCIDENT RESPONSE**

- 37.1 Retained firefighters must respond to an incident, and attend the station, within 10 minutes of being paged.
- 37.2 Retained firefighters not attending the station within 10 minutes will not be eligible for payment in connection with the relevant incident.
- 37.3 Call rosters will be utilised for relevant Retained Stations. The relevant Retained Stations that will adopt call rosters will be as agreed between SAMFS and the UFU.
- 37.4 Rostered retained firefighters unable to respond within this 10 minute timeframe should ensure that they make prior arrangement for a replacement retained firefighter to attend in their place. The Station Officer must be notified immediately of any inability to respond to an incident.
- 37.5 To ensure adequate standards of fire cover and to equally distribute the work load, retained firefighters are required to respond to the station when notified of an incident via pager to at least 50% of the calls and must attend the incident by riding the appliance at least 50% of attendances at the station, calculated over a period of 3 months. For example, if a station averages 20 calls per month all retained firefighters must attend the station for at least 50% of the calls i.e. 10 calls and must attend the actual incident on at least 5 occasions.
- 37.6 Retained firefighters rostered on duty must ensure that they are in a fit condition to respond to incidents as required.

### **38. LEAVE ENTITLEMENTS**

- 38.1 Retained firefighters are required to attend scheduled training for 42 weeks per calendar year.
- 38.2 The 42 weeks per year that retained firefighters are required to attend their station for scheduled training sessions (refer subclause 30.2) is allowing for the following leave entitlements:
- (a) Annual Leave – 4 x 3 hour scheduled training nights per year. Annual leave must be approved by the Station Officer.
  - (b) Sick Leave – 3 x 3 hour scheduled training nights per year. A medical certificate is required if the absences are consecutive. Retained firefighters who are incapacitated and unable to attend work are required to notify the local Station Officer within 24 hours where practical.
  - (c) Station Stand Down – 1 x 3 hour training night at Christmas and 1 x 3 training night at Easter.
  - (d) Personal Leave – 1 x 3 hour scheduled training night. Notification to the Station Officer is required by the retained firefighter for personal leave as soon as practicable after an absence is known/planned.

(e) Long Service Leave – pro rata entitlements under the South Australia Long Service Leave Act 1987.

- 38.3 Annual leave is cumulative for Retained Firefighters consistent with part time employees in the general public sector. Sick leave and personal leave is not cumulative and is only available in the year that it is accrued.
- 38.4 Leave without pay will be considered on a case-by-case basis. An application for leave without pay must be in writing to the retained Station Officer who will forward it to the Regional Manager.
- 38.5 Paid maternity leave applies in accordance with clause 27.1 of Part B of this Agreement on a pro rata basis. Eligible Retained firefighters are entitled to 16 x 3 hour training nights per year or 18 x 3 hour training nights per year as the case may be.

### **39. REIMBURSEMENT OF EXPENSES**

- 39.1 Any claim for reimbursement is to be sent to the Regional Manager for consideration.
- 39.2 A travel allowance is only paid for travel approved by the Regional Manager and only when alternative travel arrangements are not provided.

### **40. OTHER MATTERS**

- 40.1 The parties agree that all other matters relating to retained firefighters including the complement of staff for each retained station, other conditions of employment and the inclusion of relevant Award clauses will be considered during negotiations for subsequent Enterprise Agreement(s).

## 41. SIGNATORIES

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Chief Officer, SAMFS

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WITNESS

February 2012

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Chief Executive of the Department of the Premier  
and Cabinet

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WITNESS

February 2012

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Secretary GREG NORTHCOTT  
For and on behalf of the United Fire Fighters Union of Australia (SA Branch)

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WITNESS

February 2012

## APPENDIX A - WAGE AND SALARY SCHEDULE PERMANENT FULL TIME FIREFIGHTERS

### SOUTH AUSTRALIAN METROPOLITAN FIRE SERVICE WAGE RATES BY RANK FROM 1 JANUARY 2012\*

<b>RANK</b>	<b>Present 38 Hour Base Rate</b>	<b>Increase 2.5% 1 Jan 2012*</b>	<b>New 38 Hour Base Rate</b>	<b>Increase 1% 1 Jul 2012*</b>	<b>New 38 Hour Base Rate</b>	<b>Increase 2.5% 1 Jan 2013*</b>	<b>New 38 Hour Base Rate</b>	<b>Increase 1% 1 Jul 2013*</b>	<b>New 38 Hour Base Rate</b>	<b>Increase 3% 1 Jan 2014*</b>	<b>New 38 Hour Base Rate</b>
Recruit Firefighter	\$777.85	\$19.45	\$797.30	\$7.97	\$805.27	\$20.13	\$825.40	\$8.25	\$833.65	\$25.01	\$858.66
Fourth Class Firefighter	\$822.82	\$20.57	\$843.39	\$8.43	\$851.82	\$21.30	\$873.12	\$8.73	\$881.85	\$26.46	\$908.31
Third Class Firefighter	\$840.37	\$21.01	\$861.38	\$8.61	\$869.99	\$21.75	\$891.74	\$8.92	\$900.66	\$27.02	\$927.68
Second Class Firefighter	\$875.53	\$21.89	\$897.42	\$8.97	\$906.39	\$22.66	\$929.05	\$9.29	\$938.34	\$28.15	\$966.49
First Class Firefighter Level 1	\$910.92	\$22.77	\$933.69	\$9.34	\$943.03	\$23.58	\$966.61	\$9.67	\$976.27	\$29.29	\$1,005.56
First Class Firefighter Level 2	\$954.58	\$23.86	\$978.44	\$9.78	\$988.23	\$24.71	\$1,012.93	\$10.13	\$1,023.06	\$30.69	\$1,053.76
First Class Firefighter Level 3	\$998.86	\$24.97	\$1,023.83	\$10.24	\$1,034.07	\$25.85	\$1,059.92	\$10.60	\$1,070.52	\$32.12	\$1,102.64
Senior Firefighter	\$1,042.98	\$26.07	\$1,069.05	\$10.69	\$1,079.75	\$26.99	\$1,106.74	\$11.07	\$1,117.81	\$33.53	\$1,151.34
Station Officer Level 1	\$1,176.75	\$29.42	\$1,206.17	\$12.06	\$1,218.23	\$30.46	\$1,248.69	\$12.49	\$1,261.17	\$37.84	\$1,299.01
Station Officer Level 2	\$1,268.11	\$31.70	\$1,299.81	\$13.00	\$1,312.81	\$32.82	\$1,345.63	\$13.46	\$1,359.09	\$40.77	\$1,399.86
Station Officer Level 2A	\$1,295.59	\$32.39	\$1,327.98	\$13.28	\$1,341.26	\$33.53	\$1,374.79	\$13.75	\$1,388.54	\$41.66	\$1,430.20
District Officer Level 1	\$1,401.64	\$35.04	\$1,436.68	\$14.37	\$1,451.05	\$36.28	\$1,487.32	\$14.87	\$1,502.20	\$45.07	\$1,547.26
District Officer Level 2	\$1,478.43	\$36.96	\$1,515.39	\$15.15	\$1,530.54	\$38.26	\$1,568.81	\$15.69	\$1,584.50	\$47.53	\$1,632.03
Commander Level 1	\$1,593.42	\$39.84	\$1,633.26	\$16.33	\$1,649.59	\$41.24	\$1,690.83	\$16.91	\$1,707.74	\$51.23	\$1,758.97
Commander Level 2	\$1,670.19	\$41.75	\$1,711.94	\$17.12	\$1,729.06	\$43.23	\$1,772.29	\$17.72	\$1,790.01	\$53.70	\$1,843.71
Marine Operator	\$1,042.98	\$26.07	\$1,069.05	\$10.69	\$1,079.75	\$26.99	\$1,106.74	\$11.07	\$1,117.81	\$33.53	\$1,151.34
Marine Officer	\$1,176.75	\$29.42	\$1,206.17	\$12.06	\$1,218.23	\$30.46	\$1,248.69	\$12.49	\$1,261.17	\$37.84	\$1,299.01
Marine Officer Level 2	\$1,268.11	\$31.70	\$1,299.81	\$13.00	\$1,312.81	\$32.82	\$1,345.63	\$13.46	\$1,359.09	\$40.77	\$1,399.86
Communications Operator	\$998.86	\$24.97	\$1,023.83	\$10.24	\$1,034.07	\$25.85	\$1,059.92	\$10.60	\$1,070.52	\$32.12	\$1,102.64
Senior Communications Operator	\$1,042.98	\$26.07	\$1,069.05	\$10.69	\$1,079.75	\$26.99	\$1,106.74	\$11.07	\$1,117.81	\$33.53	\$1,151.34
Communications Officer Level 1	\$1,176.75	\$29.42	\$1,206.17	\$12.06	\$1,218.23	\$30.46	\$1,248.69	\$12.49	\$1,261.17	\$37.84	\$1,299.01
Communications Officer Level 2	\$1,268.11	\$31.70	\$1,299.81	\$13.00	\$1,312.81	\$32.82	\$1,345.63	\$13.46	\$1,359.09	\$40.77	\$1,399.86
Senior Communications Officer	\$1,478.43	\$36.96	\$1,515.39	\$15.15	\$1,530.54	\$38.26	\$1,568.81	\$15.69	\$1,584.50	\$47.53	\$1,632.03

\*first full pay period commencing on or after

## APPENDIX B - OPTIMUM RIDING CONFIGURATION

Station	Appliances	D/O	S/O	S/F	F/F	TOTAL
ADELAIDE						
Duty Officer (RORP)*			1			1
**	201		1	1	2	4
**	202		1		3	4
**	203		1		3	4
**	204		1	1	2	4
**	205		1		1	2
**	206		1		1	2
**	2015		1		1	2
** (RORP)	2017/27/37				2	2
** (RORP)	2090				1	1
Command D/O South	41	1				1
<b>TOTAL ADELAIDE</b>		<b>1</b>	<b>8</b>	<b>2</b>	<b>16</b>	<b>27</b>
PROSPECT	371		1		3	4
ANGLE PARK	361		1		3	4
GAWLER	359		1		3	4
ELIZABETH	331		1	1	2	4
**	332/339		1		3	4
SALISBURY	321		1		3	4
**	329		1	1	2	4
GOLDEN GROVE	311		1		3	4
Command DO North	31	1				1
OAKDEN	301		1	1	2	4
**	303		1		3	4
LARGS NORTH	281		1		3	4
MARINE ERV	071				1	1
PORT ADELAIDE	251		1	1	2	4
WOODVILLE	243		1	1	2	4
**	249		1		3	4
BROOKLYN PARK	451		1		3	4
GLYNDE/PARADISE	221		1		3	4
ST MARYS	401		1		3	4
**	409		1	1	2	4
BEULAH PARK	221		1		3	4
CAMDEN PARK	411		1		3	4
O'HALLORAN HILL	421		1		3	4
CHRISTIES	431		1		3	4
**	439		1	1	2	4
GLEN OSMOND	441		1		3	4
SEAFORD	469		1		3	4
<b>TOTALS</b>		<b>2</b>	<b>33</b>	<b>9</b>	<b>85</b>	<b>129</b>

- This Agreement provides for a an optimum riding configuration of 129 personnel for each shift and any impact to appliance crew levels which may occur from changes to appliances, equipment, procedures or Firefighting technology, during the life of the Agreement will not reduce that number.
- Nothing in this attachment shall derogate from the absolute authority of the Chief Officer to deploy in any emergency situation, personnel and appliances in such a manner as he/she deems necessary;

## APPENDIX C – FULL TIME & RETAINED FUNDED STAFFING NUMBERS

RANK	ESTABLISHED POSITIONS
Executive	2
Commanders	6
District Officers	28
Station Officers	225
Senior Firefighters Firefighters	525
Communications (including Dayworking Officers)	42
<b>TOTAL:</b>	<b>829</b>

The above table represents the SAMFS established positions by rank as at the date of signing of the Agreement.

**Note:**

- (a) The current Regional Manager that is substantive Station Officer will continue in his current position of Regional Manager at the remuneration of District Officer Level 1 until he transfers to another position or retires/resigns. On transfer to another position, the officer will revert to the substantive Station Officer Level 2 rank and at such time, the pay and conditions applicable to a Station Officer Level 2 will apply.
- (b) All future vacancies that occur for Regional Managers will be called from the District Officer rank.

RETAINED STATION	RETAINED ESTABLISHED POSITIONS
Port Augusta	25
Whyalla	25
Port Lincoln	22
Peterborough	11
Berri	16
Renmark	15
Loxton	12
Tanunda	11
Kapunda	11
Kadina	11
Walleroo	11
Moonta	11
Port Pirie	20
Mount Gambier	24
Victor Harbour	18
Murray Bridge	17
<b>TOTAL</b>	<b>260</b>

<p style="text-align: center;"><b><u>NEW METROPOLITAN STATION</u></b> <b><u>STAFFING GUIDE</u></b></p>
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***Application :*** The guide applies to full time MFS Staff, on all shifts, who are required to fill permanent operational vacancies at additional Metropolitan Fire Stations.

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**1. GUIDE STATEMENT**

This guide has been developed for staffing of new Metropolitan Fire Station, based on the following criteria:

- (a) There are no preferences for the station in question.
- (b) Staffing has been approved and funded.
- (c) The Station is full time.
- (d) Existing preferences of the staff member are not affected unless the drawn position is accepted by the staff member concerned.

**2. PROCESS / METHODOLOGY**

- 2.1 If required, the existing nominated reliever at the 'paired station', should the 'paired station' be his/her home station, will be given the opportunity to continue in the nominated reliever position for the new station pairing.
- 2.2 A registration of interest to be called for all Firefighter, Senior Firefighter, Station Officer and reliever positions at the new station. This will be open for a period of six weeks.
- 2.3 Registrations of interest are to be lodged on the prescribed form and must be accompanied by a Station Preference form (SP19) nominating the new station as the 1<sup>st</sup> preference
- 2.4 Any request to withdraw a Registration of Interest must be submitted in writing (hand delivered, faxed or emailed) to the Human Resource Consultant before the advertised time of the draw.
- 2.5 After the agreed period, all the names will be entered in a marble draw.
- 2.6 The draw will be conducted on a shift-by-shift basis. Where possible, specific shift vacancies will be filled with registered staff from that shift (in the order they are drawn). If certain shifts have vacancies for permanent positions after initial draw, then all remaining names are combined and those drawn are to be offered the option of changing shifts.



- 2.7 Once all permanent and reliever spots are filled, the names are once again separated into shifts and the remainder of names are drawn to form a preference list on each shift for that station.
- 2.8 Those names drawn to form the preference list will then be requested to immediately accept or decline the position. If they accept their preference is adjusted accordingly. If they decline their existing preferences remain.
- 2.9 Leave groups will be allocated in line with the new station leave group assignment, however, where practicable, existing leave arrangements will be honoured.
- 2.10 All persons entering the draw must accept the position if their name is chosen for a permanent or reliever position. Only those filling the preference list will have a choice whether to accept or not.

G.N. Lupton  
**CHIEF OFFICER**

18 December 2008

## **APPENDIX E - FIREFIGHTING INDUSTRY EMPLOYEES (SOUTH AUSTRALIAN METROPOLITAN FIRE SERVICE) AWARD 2007**

1. The terms and conditions prescribed in the *Firefighting Industry Employees (South Australian Metropolitan Fire Service) Award 2007* as at the date this Agreement is approved by the Commission and comes into effect, shall continue to have full force and effect for the life of this Agreement and are incorporated into this Agreement, provided that a clause of this Agreement prevails to the extent of any inconsistency with an incorporated provision of the Award.
2. If during the life of this Agreement the Award is varied on application by, or with the consent of, the Employer and Union, such variation will have effect so that the Award as varied will operate as per the above clause.
3. The current version of the Award (as at 1 October 2010) can be accessed electronically via the following link:

<http://www.industrialcourt.sa.gov.au/index.cfm?objectid=2094263E-E7F2-2F96-3BB99A2194E8F13B>

## APPENDIX F – UNIVERSAL HOURLY RATES - RETAINED FIREFIGHTERS

### SOUTH AUSTRALIAN METROPOLITAN FIRE SERVICE UNIVERSAL HOURLY RATES BY RANK FROM 1 JANUARY 2012\*

<b>RANK†</b>	<b>Present Hourly Rate</b>	<b>Increase 2.5% 1 Jan 2012*</b>	<b>New Hourly Rate</b>	<b>Increase 1% 1 Jul 2012*</b>	<b>New Hourly Rate</b>	<b>Increase 2.5% 1 Jan 2013*</b>	<b>New Hourly Rate</b>	<b>Increase 1% 1 Jul 2013*</b>	<b>New Hourly Rate</b>	<b>Increase 3% 1 Jan 2014*</b>	<b>New Hourly Rate</b>
Retained Recruit	\$20.47	\$0.51	\$20.98	\$0.21	\$21.19	\$0.53	\$21.72	\$0.22	\$21.94	\$0.66	\$22.60
Retained Firefighter	\$30.50	\$0.76	\$31.26	\$0.31	\$31.58	\$0.79	\$32.36	\$0.32	\$32.69	\$0.98	\$33.67
Retained Senior Firefighter	\$33.25	\$0.83	\$34.08	\$0.34	\$34.42	\$0.86	\$35.28	\$0.35	\$35.64	\$1.07	\$36.70
Retained Senior Firefighter Qualified	\$36.33	\$0.91	\$37.24	\$0.37	\$37.61	\$0.94	\$38.55	\$0.39	\$38.94	\$1.17	\$40.10
Retained Station Officer	\$40.99	\$1.02	\$42.01	\$0.42	\$42.43	\$1.06	\$43.50	\$0.43	\$43.93	\$1.32	\$45.25
Retained Senior Station Officer	\$48.83	\$1.22	\$50.05	\$0.50	\$50.55	\$1.26	\$51.82	\$0.52	\$52.33	\$1.57	\$53.90

\*first full pay period commencing on or after