

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Agreement title	South Australian Metropolitan Fire Service Enterprise Agreement 2022 (SAMFS EA 2022)
Employer	Chief Executive, Attorney-General's Department
Case number	ET-22-06176

Orders - Approval of Enterprise Agreement South Australian Metropolitan Fire Service Enterprise Agreement 2022 (SAMFS EA 2022)

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 22 December 2022 and will have a life nominal extending until 1 January 2025.

A handwritten signature in blue ink, appearing to read 'A Cairney', written over a light blue horizontal line.

Commissioner Cairney

22 Dec 2022

DOC_BUILDER_ENTERPRISE_AGREEMENTS



**SOUTH AUSTRALIAN
METROPOLITAN FIRE SERVICE
ENTERPRISE AGREEMENT 2022
(SAMFS EA 2022)**

FAIR WORK ACT 1994

1. TITLE

This Agreement will be known as the South Australian Metropolitan Fire Service Enterprise Agreement 2022.

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PART A – GENERAL PROVISIONS

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

3. PARTIES BOUND

- 3.1. The Agreement is made pursuant to the provisions of section 79 of the *Fair Work Act 1994* and is binding upon:
- the Chief Executive, Attorney-General's Department (as the declared employer pursuant to Regulation 4 of the *Fair Work Act 1994*) and the Chief Officer of the South Australian Metropolitan Fire Service; and
 - employees of the South Australian Metropolitan Fire Service (SAMFS) employed as firefighters and retained firefighters covered by classifications in Appendix A and Appendix E respectively.
 - 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 South Australian Employment Tribunal and comes into effect, shall continue to have full force and effect for the life of this Agreement 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 2017.

5. DATE AND PERIOD OF OPERATION

- 5.1. The Agreement will expire on 1 January 2025.
- 5.2. Negotiations for a new Agreement will commence no later than six (6) months prior to the expiry of this Agreement.
- 5.3. Unless otherwise stated, all the provisions of the Agreement will come into operation on the first full pay period commencing on or after date of approval by the South Australian Employment Tribunal.

6. DEFINITIONS

In this Agreement, unless the contrary intention appears:

"Act" and "FW 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
CRD	Call, Receipt and Dispatch

"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
"Hourly Travel Rates"	Means the rates specified at Appendix A(I) 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
"Normal Hourly Rates of Pay"	Means the applicable total wage, specified at Appendix A of this Agreement, divided by 40.
"Retained Firefighter"	Means all persons employed and paid an annual retainer to undertake fire-fighting duties on-call and on a part-time basis as provided in Part C and Appendix E of this Agreement
"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
Single Bargaining Centre "SBC"	Means the consultative forum convened regularly between SAMFS and the UFU for the purposes of clause 11.4.
"the Agreement" or "this Agreement"	Means the <i>South Australian Metropolitan Fire Service Enterprise Agreement 2022</i> (except Appendix F, where 'Agreement' refers to the <i>South Australian Metropolitan Fire Service Enterprise Agreement 2014</i>)
"the Employer"	Means the Chief Executive, Attorney-General's Department (in accordance with Regulation 4 of the FW Act) and the Chief Officer of the SAMFS, (<i>Fire and Emergency Services Act 2005</i>)
"Total Wage"	Means the weekly wage entitlements specified at Appendix A of this Agreement and has the same meaning as clause 3.15 of the Award.
"Tribunal"	Means the South Australian Employment Tribunal
"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 15 of the Agreement.

- Provide for the implementation of ongoing reform initiatives.
- Identify and implement strategies to create safer working environments.

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;
- Continuous improvement; and
- Staff Wellbeing.

9.2. 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. CONTINUOUS IMPROVEMENT

11.1. Commitment

11.1.1. 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.

11.1.2. SAMFS will consult with the UFU in relation to specific efficiency and flexibility improvement initiatives that may be implemented during the life of the Agreement as follows:

- Review of unplanned leave/absences in order to introduce an absentee management procedure within 12 months; and

11.2. Continuous Improvement

11.2.1. 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.

11.3. Consultative Committees and Role

- 11.3.1. 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.
- 11.3.2. The role of a consultative committee will be to discuss and develop recommendations and solutions to issues for consideration by the Chief Officer.
- 11.3.3. 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.
- 11.3.4. Consultative committees will be established for the following areas:
 - Work, Health Safety;
 - Training advisory;
 - Strategic Capability; and
 - Recruitment.
- 11.3.5. The Chief Officer will determine the Terms of Reference for the committees in consultation with the UFU.
- 11.3.6. The Chief Officer may establish other consultative committees, as deemed appropriate.

11.4. Process to Resolve Issues

- 11.4.1. 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.
- 11.4.2. 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.
- 11.4.3. 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.
- 11.4.4. 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 13 of the Agreement.

12. WORK HEALTH & SAFETY

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

13. GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES

- 13.1. It is the intent of this procedure to encourage communication at all stages of the process to find a satisfactory solution to any dispute.
- 13.2. Any grievance, industrial dispute or matter likely to create a dispute shall be dealt with in the following manner:
 - 13.2.1. 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.
 - 13.2.2. The accredited representatives shall make themselves available for consultation.
 - 13.2.3. 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.
 - 13.2.4. 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.
 - 13.2.5. 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.
 - 13.2.6. If the grievance, dispute or likely dispute is not resolved either party may refer the matter to the SBC. At this stage, SAMFS may invite representatives of the Chief Executive Attorney-General's Department (or other representative of the declared employer as provided in Regulation 4 of the FW Act as applicable).
 - 13.2.7. If the matter remains unresolved in accordance with these procedures either party may refer the matter to the Tribunal for conciliation.
 - 13.2.8. 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.
 - 13.2.9. 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.
 - 13.2.10. 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.
 - 13.2.11. These procedures will not restrict the employer or employee representatives making representations to each other.

14. NO EXTRA CLAIMS

- 14.1. 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.

14.2. The provisions of clause 14.1 do not preclude an application being made to the SAET to vary the Agreement for the specified clauses below:

- a) Clause 24.10.5 to give effect to any variation agreed to between the parties following the review of clause 24.10 'Fire Investigation Officers' within the first three months of the Agreement.
- b) Clause 24.3 to give effect to any variation agreed between the parties following the review of the ERV Gallantry (Marine) within 12 months of the approval of this Agreement.

14A. UFU'S PARTICIPATION IN PREMIER'S TASKFORCE ON AMBULANCE ASSISTS

14A.1 The parties acknowledge the UFU's participation in the Premier's taskforce on Ambulance Assists.

PART B – FULL TIME FIREFIGHTERS

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

15. WAGE ADJUSTMENTS

15.1. The following general wage and salary increases apply to all classifications in this Agreement:

- 2.5% per annum from the first full pay period commencing on or after 1 January 2021;
- 2.5% per annum from the first full pay period to commencing on or after 1 January 2022;
- 3.0% per annum from the first full pay period commencing on or after 1 January 2023;
- 3.0% per annum from the first full pay period commencing on or after 1 January 2024; and
- 3.0% per annum from the first full pay period commencing on or after 1 January 2025.

15.2. The applicable salary rates for firefighters are at Appendix A.

15B. ONE-OFF PAYMENT

15B.1 Subject to this clause, an employee (other than a casual employee) will be paid a "one-off payment" of \$1,500- (gross) as soon as practicable after approval of the SAET.

15B.2 The one-off payment will:

15B.2.1 Be adjusted on a pro rata basis for part time employees and the point in time to be used for determining a pro rata amount will be the last full pay period ending on or prior to the date of approval by the SAET of this Agreement; and

15B.2.2 Be adjusted on a pro rata basis for Retained Firefighters and the pro rata calculation will

be based on the employee's average hours worked in the 12 months prior to and including the last full pay period ending on or prior to the date of approval by the SAET of this Agreement.

- 15B.2.3 Not count for any other purpose whatsoever despite any other term of this Agreement, or any applicable award, unregistered agreement, contract of employment, formal or informal local workplace or agency practice, or otherwise; nor will it operate as a precedent for any future or other agreement.
- 15B.3 A part time employee, Retained Firefighter and/or contract employee who is employed in more than one capacity may receive more than one pro rata payment provided that in no circumstances whatsoever will any part time employee, Retained Firefighter and/or contract employee be entitled to be paid in aggregate more than a total of \$1,500- (gross).
- 15B.4 This clause will only apply to an employee who is both bound by this Agreement and employed as at the date of approval by the SAET of this Agreement; and will cease to have any further effect in relation to an employee following payment pursuant to this clause.
- 15B.5 The detail about methodology and eligibility applicable to this "one-off payment" is included in the 'Fact Sheet: One-off Payment' as referred to in the 'Agreement Explained', which is to be read and applied in giving effect to this clause.

16. ON CALL ALLOWANCE

- 16.1. On call allowance rates will be paid to eligible day working personnel at the rate provided at clause 17 of the *South Australian Public Sector Enterprise Agreement: Salaried 2021* and will be varied in accordance with changes made in any successor to that agreement.

17. TRAVELLING ALLOWANCE

- 17.1. 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 in accordance with the criteria prescribed in Commissioner's Determination 3.2 Remuneration - Allowances and Reimbursements (or its successor) as varied from time to time.
- 17.2. An employee, entitled to a travelling time allowance pursuant to Clause 15.5.3 of the Award shall be paid at the applicable rate specified at Appendix A(l) of this 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 \$1.72 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 Commanders and Fire Investigation Officers will have a choice between TOIL and paid overtime pursuant to sub-clause 19.3 hereof, when undertaking work outside of normal hours. Day working Commanders, Assistant Chief Fire Officers 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.
- 19.3. The principles with respect to the administration of overtime as specified at Clauses 14.1 and 14.2 of the Award, shall continue to apply. Overtime shall be paid as follows:-
- (a) The first hour of overtime at the rate of 1.13324 times the employees normal

- hourly rate of pay;
- (b) The second and subsequent hours of overtime at the rate of 1.51099 times the employees normal hourly rate of pay;
 - (c) All overtime worked on a Sunday at the rate of 1.51099 times the employees normal hourly rate of pay;
 - (d) All overtime worked on a public holiday at the rate of 1.88874 times the employees normal hourly rate of pay.

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 the normal hourly rate of pay.
- 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 the normal hourly rate of pay for the remaining portion of the rostered shift.

21. LONG SERVICE LEAVE

21.1. Flexibility provisions

- 21.1.1. 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.

21.2. Recognition of Prior Service for Long Service Leave

- 21.2.1. Commissioner's Determination 3.1 (or its successor) Section D Long Service Leave and Section E Public Sector Skills and Experience Retention Leave applies to SAMFS firefighters.
- 21.2.2. This means that SAMFS is required to recognise the prior service of persons in a relevant public sector agency for the purposes of Long Service Leave when the persons are employed by the Chief Officer.

22. PURCHASED LEAVE

- 22.1.1 Purchased Leave consistent with Commissioner's Determination 3.1 (or its successor) 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.
- 22.1.2 Approval of Purchased Leave arrangements will be at the discretion of the Chief Officer.

23. FAMILY FRIENDLY PROVISIONS

23.1. Paid maternity leave and paid adoption leave

- 23.1.1. Paid maternity leave and paid adoption leave applies in accordance with this clause.
- 23.1.2. Subject to this clause, an employee, other than a casual 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) is entitled to sixteen (16) weeks paid maternity

or adoption leave (as applicable) (the "applicable maximum period"); or

- 23.1.3. An employee who, at the time of taking such paid maternity or adoption leave, has been employed in SAMFS or within the SA public sector for not less than five (5) years (including any periods of approved unpaid leave), will be entitled to twenty (20) weeks.
- 23.1.4. 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 (inclusive of composite rate in accordance with clause 16.1.2b of the Award) 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.
- 23.1.5. 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 during the first 12 months of the commencement of their paid leave; or
 - c) A combination of (a) and (b).
- 23.1.6. 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.
- 23.1.7. 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).
- 23.1.8. 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.

23.2. Return to work on a part time basis

- 23.2.1. 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.
- 23.2.2. 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.
- d) In addition, an employee's return to work is also subject to the provisions of Clause 22.15.1(c) of the *Firefighting Industry Employees (South Australian metropolitan Fire Service) Award 2007*.

23.3. Family Carer's Leave

23.3.1. 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.

23.3.2. 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.

23.4. Paid Partner Leave

23.4.1. Subject to this clause, an employee (other than a casual employee) is entitled to access up to five working days (i.e., 38 hours) (pro-rata for part-time employees) in accordance with SAMFS Special Leave with Pay policy on the birth or adoption of a child/ren for whom the employee has direct parental care responsibility.

23.4.2. The leave must be taken within 3 months of the birth or adoption of the child/ren.

23.5. Domestic/Relationship Violence

23.5.1. The parties acknowledge that an employee who is experiencing domestic or relationship violence (actual or threatened) can make reasonable use of, and SAMFS will provide reasonable access to, existing leave and flexible and safe working arrangements, consistent with Commissioner's Determination 3.1.

23.6. Reimbursement of reasonable childcare costs

23.6.1. 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.

24. STAFFING

24.1. Operations Training Relief (OTR)

- 24.1.1. The parties agree to a staffing level for OTR of 16 full time equivalents (FTE) over a 4-day shift model, in order to improve the capability for operational staff development.
- 24.1.2. The parties agree to maintain a minimum staffing level for OTR of 12 full time equivalents.
- 24.1.3. The OTR will work a roster of Monday to Thursday the first week, then Tuesday to Friday the second week.

24.2. Flexible Use of Operational Staff

- 24.2.1. The parties agree that the SAMFS will maintain an optimum riding configuration figure of 132 operational staff; each shift as per the optimum riding configuration figures outlined in Appendix B.
- 24.2.2. 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.
- 24.2.3. The complement of the optimum riding configuration will comprise of fully fit Firefighters except those positions designated as Restricted Operational Riding Positions (RORP) as outlined in Appendix B.
- 24.2.4. 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 24.2.1 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.
- 24.2.5. Pumping appliances will continue to be crewed by one (1) Station Officer and three (3) Firefighters for the life of the Agreement.
- 24.2.6. 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 suitably qualified 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 may be 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.

- 24.2.7. 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.
- 24.2.8. 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.
- 24.2.9. Any employee required to act down will suffer no diminution in wages or conditions of employment.
- 24.2.10. The SAMFS will continue to maintain a relieving component to ensure the configuration as set out in Clause 24.2.1 is adequately maintained.
- 24.2.11. 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.
- 24.2.12. 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.
- 24.2.13. 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 24.2.1 is maintained, and at all times there remain a minimum of 6 stations (not including Adelaide Station) with two appliances.
- 24.2.14. 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 24.2.13.
- 24.2.15. 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.
- 24.2.16. 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.

24.3. Review of the ERV Gallantry (Marine)

- 24.3.1. The parties agree that a review of the Marine will be undertaken within 12 months of approval of the Agreement by the South Australian Employment Tribunal.
- 24.3.2. 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.
- 24.3.3. If from the outcome of the review the parties agree to amend Appendix B - Optimum Riding Configuration, the parties will apply to vary this Agreement.

24.4. Communications Centre

- 24.4.1. The minimum staffing level of the Communications Centre will be 2 Officers and 6 Operators working 24 x 7 and one additional Officer rostered to work 5 days x 8 hours and an additional 3 operators rostered to work 4 x 10 hour days.

24.5. Mount Gambier

- 24.5.1. The minimum full time staffing of the Mt Gambier Station will be maintained as:
One Station Officer and three firefighters working a 12 hour day from 07.00 hours to 19.00 hours, using two consecutive 4-day shifts over an eight (8) day cycle.
- 24.5.2. 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.
- 24.5.3. Graduates from a recruit course posted to Mount Gambier for the five year period will not receive removal expenses.
- 24.5.4. 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.

24.6. Port Pirie Staffing

- 24.6.1. The existing total full time staffing complement comprises of two (2) Station Officers, and four (4) Firefighters per shift.
- 24.6.2. 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).
- 24.6.3. Senior Firefighters involved in the selection and training of Retained Firefighters will be paid an allowance of \$5.10 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 (level 1) rate together with a training allowance. Two trainers will be used where the ratio of trainer to trainees exceeds 1:10.
- 24.6.4. 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.
- 24.6.5. Graduates from a recruit course posted to Port Pirie for the five year period will not receive removal expenses.
- 24.6.6. 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.
- 24.6.7. Other vacancies that may occur between recruitment processes will be filled by a

transfer of staff from the metropolitan area in accordance with the Award.

24.7. Day Working Personnel

24.7.1. 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.

24.7.2. Compressed Working Weeks, and Band Widths are subject to arrangements with the Commander of the area.

24.7.3. These arrangements exclude personnel assigned to OTR and Mt Gambier.

24.8. Day Working Allowances

24.8.1. All day working personnel (including Commanders and Assistant Chief Fire Officers) will receive the allowances prescribed in subclause 15.5.1 of the Award.

24.8.2. 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).

24.9. Day Working Commanders and Assistant Chief Fire Officers

24.9.1. All day working Commanders (with the exception of Station Officers acting up) and Assistant Chief Fire Officers 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.

24.9.2. Where a Station Officer is required to act up as a Commander and required to be placed on an on call roster then that Station Officer will be provided with the use of a vehicle for the period of the acting arrangement on the same terms as 24.9.1.

24.10. Fire Investigation Officers

24.10.1. In recognition of the unique and specialist nature of Fire Cause Investigation and having regard to the existing operational requirements of this work, the 3 Station Officer Fire Investigation Officers will remain Station Officers and be remunerated at the rate of Commander Level 1 including superannuation whilst they continue in this role.

24.10.2. Fire Investigation Officers are provided with a vehicle by SAMFS 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.

24.10.3. Fire Investigation Officers are provided with TOIL in lieu of overtime payments for work performed outside of normal hours. TOIL will be self-managed without additional resources for this purpose. A relief Fire Investigation Officer will only be provided for periods of extended long service leave and for periods of extended sick leave greater than 2 weeks.

24.10.4. The manager of the Fire Cause Investigation Section will be remunerated at the rate of Commander Level 2.

Review of clause 24.10

24.10.5. Within three months following the approval of this Agreement by the SAET, the parties will conduct a review of Clause 24.10. Industrial Relations and Policy Branch (IRAP), on behalf of the declared employer, may be involved in the review process.

24.10.6. The objective of the review is to consider the operational requirements and scope of the Fire Cause Investigation section. The outcome of this review may form part of this Agreement, by way of a consent variation between the parties.

24.11. Community Safety Programs

24.11.1. 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.

24.11.2. 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.

24.11.3. This does not restrict the work of FCI or Commanders that undertake community safety inspections or programs.

24.11.4. 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.

24.12. Deployment arrangements to assist intrastate, interstate and international emergency services

24.12.1. 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 Determination 3.2 Employment Conditions (or its successor).

24.12.2. 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 or 12 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 or 12 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 36 hours after returning to base (no standbys or recalls allowed within the 36 hour stand down period).

24.13. Learning and Development Department

24.13.1. 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.

24.14. Station Preference System

24.14.1. New Metropolitan Station Staffing Guide is at Appendix D.

24.15. Wellness and Safety Unit

24.15.1. SAMFS, in consultation with the UFU, will maintain a Wellness and Safety Unit within the organisation.

24.15.2. SAMFS will also, in consultation with the UFU, continue to maintain a Register of Exposure to Traumatic Events.

25. PROMOTIONS PROCESS

25.1.1. 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.

26. APPOINTMENT AND SECONDMENT PROCEDURES FOR COMMANDERS

26.1.1. The parties acknowledge that the current practice in relation to appointment and secondment procedures is as follows:

- (a) Appointment and secondment procedures for the Commander rank will be equitable and transparent.
- (b) SAMFS will utilise a 'preference matrix' whereby Commanders 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 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 Commanders to positions.

27. STAFF DEVELOPMENT AND TRAINING

27.1. Staff Development Framework (SDF)

27.1.1. Any changes to the Staff Development Framework will be with the agreement of the parties.

27.1.2. 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.

27.2. Training Time

27.2.1. 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.

27.2.2. 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.

27.2.3. Where the SAMFS offers training either internally or externally, which an employee applies to attend for career progression, such training will be undertaken in the employer's time. The following conditions apply:

- a. Where the SAMFS is unable to facilitate the training during the employer's time,

the employee will be entitled to a day shift off in lieu.

- b. A period of between four (4) and 10 hours will equate to a shift.
 - c. For other activities, where the attendance at the activity is less than four (4) hours, two (2) attendances will equate to a shift.
 - d. The day shift off in lieu will be granted at a mutually convenient time and have the same status as public holiday leave.
- 27.2.4. 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 in which case the employee's work/training course attendance time will be equalised over the relevant period in accordance with current arrangements.
- 27.2.5. "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.
- 27.2.6. 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.).
- 27.2.7. Attendance for normal operational duties is specifically excluded from this provision.
- 27.2.8. "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.

27.3. Required Attendance

- 27.3.1. 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 19.3 of this Agreement.

27.4. Voluntary Attendance

- 27.4.1. 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 four (4) 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 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 (e.g., recall); or
- (ii) The employee may choose to have the time paid to him/her, in which case payment will be made at the applicable rate specified at Appendix A of this Agreement.

27.4.2. The nature of attendances included in this part of the provision would include (but is not limited to) WHS Committee meetings, Vehicle and Equipment 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, WHS 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.

27.5. Provisions that apply to both Required and Voluntary Attendance

- 27.5.1. 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).
- 27.5.2. 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 Work Health & Safety.
- 27.5.3. 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.
- 27.5.4. Travelling time within the Adelaide Metropolitan area will be calculated on the basis of 15 minutes for each 8km travelled.
- 27.5.5. Travelling time to Adelaide from outside the Adelaide Metropolitan area will be calculated on the basis of 15 minutes for each 20km travelled.
- 27.5.6. Reasonable travelling expenses will be reimbursed in accordance with the motor mileage reimbursement rates prescribed by Commissioner's Determination 3.2 (or its successor) 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).

27.6. Training Delivery

- 27.6.1. 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 Training and Assessment).

28. TRADE UNION TRAINING LEAVE

- 28.1. 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:

- 28.1.1. The employee provides at least four (4) week's notice to the SAMFS about the date of commencement of a training course;
- 28.1.2. The SAMFS is able to make adequate staffing arrangements during the period of such leave;
- 28.1.3. That at any one time no more than three (3) employees shall be on leave pursuant to this clause;
- 28.1.4. That no more than five (5) employees shall be granted leave pursuant to this clause in any one year;
- 28.1.5. 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
- 28.1.6. That an employee shall have completed a period of twelve (12) months service with the SAMFS before proceeding on leave pursuant to this clause.

29. MOBILE PHONES

- 29.1. SAMFS will continue to attach a mobile phone to all operational appliances as a health and safety measure.

30. SALARY PACKAGING ARRANGEMENTS

- 30.1. 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.
 - 30.1.1. 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.
 - 30.1.2. 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.
 - 30.1.3. 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.

31. SENIOR FIREFIGHTER, LEVEL 2

- 31.1. The parties previously agreed to the introduction of a Senior Firefighter (SFF), Level 2. The parties agree to maintain this level in this Agreement, which is referred to in this Agreement as "Senior Firefighter Level 2A".
- 31.2. An employee will be progressed by the SAMFS to the rank of Senior Firefighter Level 2A, and will be eligible to 'act up' to the rank of Station Officer, when required by the SAMFS, if they successfully complete all Staff Development Framework (SDF) requirements.
 - a. To remain eligible to act up, and continue to receive the 'eligible to act up' payment, an employee must maintain the skill level required by the SAMFS.

- b. An employee who does not continue to maintain the necessary skill level required by the SAMFS is not eligible to 'act up' to the rank of Station Officer, and will no longer receive the 'eligible to act up' payment or be eligible to contest promotions for the rank of Station Officer, until they satisfy the skill level required by the SAMFS.
 - c. Nothing in this clause 31 permits the employer to demote or reduce the rank of an employee.
- 31.3. Senior Firefighters who have completed two thirds of the SDF requirements will be paid at the rank of "Senior Firefighter Level 2" in Appendix A to this Agreement.
- 31.4. Employees at the rank of Senior Firefighter Level 2A who are eligible to act up to the rank of Station Officer and who are willing to do so when required by the SAMFS will be paid an amount of \$44.69 per week.
- a. The amount of \$44.69 will increase at the same rate as the wage increases as set out in the table below. This amount is paid in addition to the total wage for the rank of Senior Firefighter Level 2A.

1 January 2023 (3% pa)	1 January 2024 (3% pa)	1 January 2025 (3%pa)
\$44.69	\$46.03	\$47.41

- b. Subject to being eligible to act up, an employee at the rank of Senior Firefighter Level 2A who is not in receipt of the amount referred to in clauses 31.4 and 31.4a is entitled to receive that amount upon confirmation that they are willing to act up when required by the SAMFS.
- 31.5. The SAMFS will maintain and provide to employees and the UFU a written copy of all the SDF requirements and the skill level required by the SAMFS.
- 31.6. The parties agree that the SDF requirements to progress to Senior Firefighter Level 2A and the skill level required by the SAMFS to act up can only be changed by agreement in writing between the SAMFS and the UFU.
- 31.7. The SAMFS will provide the opportunity for Firefighters to undertake each component of the SDF that is required to progress to "Senior Firefighter Level 2" and "Senior Firefighter Level 2A" on an annual basis unless otherwise agreed upon in writing with the UFU.
- 31.8. If any employee classified at the rank of Senior Firefighter Level 2A is assessed as no longer maintaining the skill level required to act up;
- a. the SAMFS will offer comprehensive training and support to the employee within a reasonable time to assist them to participate in further assessment; and
 - b. the employee is entitled to participate in training and activities to assist them to demonstrate that they meet the criteria on any future assessment (including time required to study relevant material) while they are on duty.
- 31.9. If any employee has undertaken a component of the SDF requirements and is assessed as not having successfully completed that SDF requirement:
- a. The SAMFS will offer comprehensive training and support to the employee within a reasonable time to assist them to participate in further assessment; and
 - b. the employee is entitled to participate in training and activities to assist them to demonstrate that they meet the criteria on any future assessment (including time required to study relevant material) while they are on duty.

Grandparent Clause

- 31.10. This clause applies to employees who progressed to "Senior Firefighter, Level 2" under Appendix A and clause 31 of the *South Australian Metropolitan Fire Service Enterprise Agreement 2017*, prior to the date of approval of this Agreement.

- a. Any employees paid on the basis that they were a “Senior Firefighter, Level 2” at any time prior to the date of approval of this Agreement shall be classified as “Senior Firefighter Level 2B” from the date of approval of this Agreement.
- b. Employees at this rank who are eligible to act up to the rank of Station Officer at the date of approval of this Agreement, will remain eligible to do so subject to maintaining the skill level required by the SAMFS.
- c. Employees at this rank who were not eligible to act up to the rank of Station Officer at the date of approval of this Agreement may become eligible to act up again when they satisfy the skill level required by the SAMFS.
- d. Clause 31.4 does not apply to employees classified as Senior Firefighter Level 2B.

PART C - RETAINED FIREFIGHTERS

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

32. REMUNERATION RATES

Background methodology to establishing rates for information purposes only.

- 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 2nd Class Firefighter rate.
- Retained Senior Firefighter aligned to full time Senior Firefighter rate.
- Retained Senior Firefighter Qualified aligned to full time Senior Firefighter Level 2 rate.
- Retained Station Officer aligned to full time Station Officer Level 1 rate.

32.1. A Retained Firefighter is to be paid the following annual retainer, paid on a fortnightly basis:

- \$2,050 per annum from the first full pay period commencing on or after 1 January 2021;
- \$2,101 per annum from the first full pay period commencing on or after 1 January 2022;
- \$2,164 per annum from the first full pay period commencing on or after 1 January 2023;
- \$2,229 per annum from the first full pay period commencing on or after 1 January 2024;
- and
- \$2,296 per annum from the first full pay period commencing on or after 1 January 2025.

32.2. The rates of pay in Appendix E provide the Universal Hourly Rates that will be paid fortnightly based on weekly attendance at scheduled training (unless on approved leave) and incident attendance as follows:

32.2.1. A minimum three (3) hour call out payment at the Universal Hourly Rate payable for attendance at an incident. In the event that an employee has a subsequent call during the initial 3 hours paid period, no additional payment will be made until the time actually worked exceeds three (3) hours, and then paid in 15-minute blocks until that

subsequent call ends. Retained firefighters are not eligible to be paid the call out allowance applicable to day working full time firefighters.

32.2.2. The employee is not required to work the full minimum 3 hours if the work the employee was recalled to perform is completed within a shorter period.

32.2.3. An employee is entitled to a minimum payment of 15 minutes for the purpose of cleaning up and putting away their uniform.

32.3. At the Universal Hourly rate for the applicable number of hours of attendance at approved specialist training courses (excluding recruit training) in Adelaide and other venues; and subject to approval, may be paid associated travel and accommodation costs when not provided by the SAMFS in accordance with Commissioner's Determination 3.2 (or its successor) as varied from time to time.

32.4. The Universal Hourly Rates in Appendix E are adjusted by the same percentage increases and timing as provided to full time firefighters in Part B Clause 15 of the Agreement.

32.5. Retained staff will be paid fortnightly, into a bank account specified by the employee.

33. TRAINING

33.1. 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 and one-half (3.5) hours duration. Of the 3.5 hours, the 0.5 hours per week can be accumulated and used in a block for specific training as approved.

33.2. All retained firefighters are required to attend their station for 80% (42 weeks per year) of scheduled training sessions.

33.3. Catch up training sessions may be authorised by the Station Officer. This is within the guidance set out by the Regional Commander.

33.4. When scheduled training nights are cancelled due to the fall of public holidays, the training session must be rescheduled.

Recruit Retained Firefighters

33.5. 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. These courses cover Breathing Apparatus training and Basic Firefighting Skills. Recruit retained firefighters will not be remunerated for such attendance.

33.6. Employment as a recruit retained firefighter will be on a probationary basis up to 12 months and pending the successful completion of the above courses. Candidates will be given two (2) opportunities to achieve competency.

33.7. Recruit retained firefighters must obtain an MR licence (if applicable) within twelve (12) months of employment at their own expense, and will be maintained by the MPS thereafter.

34. INCIDENT RESPONSE

34.1. Retained firefighters must respond to an incident, and attend the station, within 10 minutes of being paged.

34.2. Retained firefighters not attending the station within 10 minutes will not be eligible for payment in connection with the relevant incident.

34.3. Retained stations will utilise an electronic availability and call rostering system; introduced and configured to suit each station as agreed between MPS and UFU.

- 34.4. 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.
- 34.5. 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.
- 34.6. Retained firefighters rostered on duty must ensure that they are in a fit condition to respond to incidents as required.

35. LEAVE ENTITLEMENTS

- 35.1. Retained firefighters are required to attend scheduled training for 42 weeks per calendar year.
- 35.2. The 42 weeks per year that retained firefighters are required to attend their station for scheduled training sessions includes allowance for the following leave entitlements in each year:
 - (a) Annual Leave – 15 hours per annum. 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 3.5 hour training night at Christmas and 1 x 3.5 training night at Easter.
 - (d) Personal Leave – 1 x 3.5 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 – as provided in Commissioner's Determination 3.1 (or its successor) Section D.
 - (f) Public Sector Skills and Experience Retention Leave – as provided in Commissioner's Determination 3.1 (or its successor) Section E.
- 35.3. Annual leave and sick leave is cumulative for Retained Firefighters consistent with part time employees in the general public sector. Personal leave is not cumulative and is only available in the year that it is accrued.
- 35.4. 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 Commander.
- 35.5. Paid maternity/adoption leave set out in clause 23.1 of Part B of this Agreement applies to Retained Firefighters [on a proportionate basis] and includes paid leave entitlement as set out below.
 - 35.5.1. A Retained firefighter who has completed 12 months continuous service prior to the expected birth date or adoption date of a child is entitled to 16 x 3.5 hour training nights paid leave; and

- 35.5.2. A Retained firefighter who has 5 years or more continuous service prior to the expected birth date or adoption date of a child is entitled to 18 x 3.5 hour training nights paid leave and a Retained firefighter with 5 years or more continuous service will be entitled to 20 x 3.5 hours training nights paid leave.

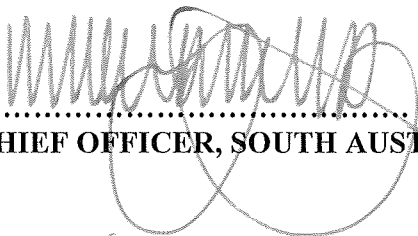
36. REIMBURSEMENT OF EXPENSES

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

37. OTHER MATTERS

- 37.1. 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 may be considered during negotiations for subsequent Enterprise Agreement(s).

38. SIGNATORIES



.....
CHIEF OFFICER, SOUTH AUSTRALIAN METROPOLITAN FIRE SERVICE



.....
Witness

13/12/2022
.....
date



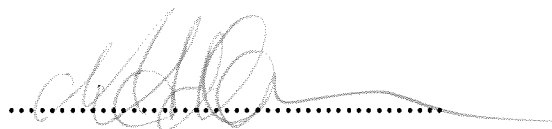
PER:

CHIEF EXECUTIVE, ATTORNEY-GENERAL'S DEPARTMENT
(the declared employer of public employees pursuant to the *Fair Work*
(General) Regulations 2009 (SA))



.....
Witness

13/12/22
.....
date



.....
SECRETARY, UNITED FIRE FIGHTERS UNION OF AUSTRALIA (SA BRANCH)



.....
Witness

13/12/22
.....
date

**APPENDIX A – TOTAL WAGE SCHEDULE PERMANENT FULL TIME FIREFIGHTERS
EFFECTIVE FROM 1 JANUARY 2022**

RANK	Current Weekly Wage Rate (1/01/2020)	2.5% increase from FFPP on or after 1/01/2021	2.5% increase from FFPP on or after 1/01/2022	3% increase from FFPP on or after 1/01/2023	3% increase from FFPP on or after 1/01/2024	3% increase from FFPP on or after 1/01/2025
FIREFIGHTERS						
Recruit Firefighter	\$1,034.03	\$1,059.88	\$1,086.38	\$1,118.97	\$1,152.54	\$1,187.12
Fourth Class Firefighter	\$1,524.03	\$1,562.13	\$1,601.18	\$1,649.22	\$1,698.70	\$1,749.66
Third Class Firefighter	\$1,556.52	\$1,595.43	\$1,635.32	\$1,684.38	\$1,734.91	\$1,786.96
Second Class Firefighter	\$1,621.64	\$1,662.18	\$1,703.73	\$1,754.84	\$1,807.49	\$1,861.71
First Class Firefighter Level 1	\$1,687.21	\$1,729.39	\$1,772.62	\$1,825.80	\$1,880.57	\$1,936.99
First Class Firefighter Level 2	\$1,768.08	\$1,812.28	\$1,857.59	\$1,913.32	\$1,970.72	\$2,029.84
First Class Firefighter Level 3	\$1,850.09	\$1,896.34	\$1,943.75	\$2,002.06	\$2,062.12	\$2,123.98
Senior Firefighter Level 1	\$1,931.80	\$1,980.10	\$2,029.60	\$2,090.49	\$2,153.20	\$2,217.80
Senior Firefighter Level 2				\$2,135.18	\$2,199.24	\$2,265.22
Senior Firefighter Level 2A				\$2,179.87	\$2,245.27	\$2,312.63
Senior Firefighter Level 2B	\$2,055.69	\$2,107.08	\$2,159.76	\$2,224.55	\$2,291.29	\$2,360.03
OFFICERS						
Station Officer Level 1	\$2,179.58	\$2,234.07	\$2,289.92	\$2,358.62	\$2,429.38	\$2,502.26
Station Officer Level 2	\$2,348.79	\$2,407.51	\$2,467.70	\$2,541.73	\$2,617.98	\$2,696.52
Station Officer Level 2A	\$2,399.71	\$2,459.70	\$2,521.19	\$2,596.83	\$2,674.73	\$2,754.97
Commander Level 1	\$2,596.12	\$2,661.02	\$2,727.55	\$2,809.38	\$2,893.66	\$2,980.47
Commander Level 2	\$2,738.34	\$2,806.80	\$2,876.97	\$2,963.28	\$3,052.18	\$3,143.75
Assistant Chief Fire Officer Level 1	\$2,951.34	\$3,025.12	\$3,100.75	\$3,193.77	\$3,289.58	\$3,388.27
Assistant Chief Fire Officer Level 2	\$3,093.51	\$3,170.85	\$3,250.12	\$3,347.62	\$3,448.05	\$3,551.49
MARINE						
Marine Operator Level 1	\$1,931.80	\$1,980.10	\$2,029.60	\$2,090.49	\$2,153.20	\$2,217.80
Marine Operator Level 2	\$2,055.69	\$2,107.08	\$2,159.76	\$2,224.55	\$2,291.29	\$2,360.03
Marine Officer Level 1	\$2,179.58	\$2,234.07	\$2,289.92	\$2,358.62	\$2,429.38	\$2,502.26
Marine Officer Level 2	\$2,348.79	\$2,407.51	\$2,467.70	\$2,541.73	\$2,617.98	\$2,696.52
COMMUNICATIONS						
Communications Operator	\$1,850.09	\$1,896.34	\$1,943.75	\$2,002.06	\$2,062.12	\$2,123.98
Senior Communications Operator Level 1	\$1,931.80	\$1,980.10	\$2,029.60	\$2,090.49	\$2,153.20	\$2,217.80
Senior Communications Operator Level 2	\$2,055.69	\$2,107.08	\$2,159.76	\$2,224.55	\$2,291.29	\$2,360.03
Communications Officer Level 1	\$2,179.58	\$2,234.07	\$2,289.92	\$2,358.62	\$2,429.38	\$2,502.26
Communications Officer Level 2	\$2,348.79	\$2,407.51	\$2,467.70	\$2,541.73	\$2,617.98	\$2,696.52
Senior Communications Officer	\$2,738.34	\$2,806.80	\$2,876.97	\$2,963.28	\$3,052.18	\$3,143.75

**APPENDIX A (1) – HOURLY TRAVEL RATE
EFFECTIVE FROM 1 JANUARY 2021**

RANK	Current hourly travel Rate (1/01/2020)	From FFPP on or after 1/01/2021	From FFPP on or after 1/01/2022	From FFPP on or after 1/01/2023	From FFPP on or after 1/01/2024	From FFPP on or after 1/01/2025
FIREFIGHTERS						
Recruit Firefighter	\$27.22	\$27.90	\$28.60	\$29.46	\$30.34	\$31.25
Fourth Class Firefighter	\$28.78	\$29.50	\$30.24	\$31.15	\$32.08	\$33.04
Third Class Firefighter	\$29.38	\$30.11	\$30.86	\$31.79	\$32.74	\$33.72
Second Class Firefighter	\$30.63	\$31.40	\$32.19	\$33.16	\$34.15	\$35.17
First Class firefighter Level 1	\$31.87	\$32.67	\$33.49	\$34.49	\$35.52	\$36.59
First Class Firefighter Level 2	\$33.38	\$34.21	\$35.07	\$36.12	\$37.20	\$38.32
First Class Firefighter Level 3	\$34.94	\$35.81	\$36.71	\$37.81	\$38.94	\$40.11
Senior Firefighter Level 1	\$36.49	\$37.40	\$38.34	\$39.49	\$40.67	\$41.89
Senior Firefighter Level 2				\$40.33	\$41.54	\$42.79
Senior Firefighter Level 2A				\$41.17	\$42.41	\$43.68
Senior Firefighter Level 2B	\$38.82	\$39.79	\$40.78	\$42.00	\$43.26	\$44.56
OFFICERS						
Station Officer Level 1	\$41.16	\$42.19	\$43.24	\$44.54	\$45.88	\$47.26
Station Officer Level 2	\$44.40	\$45.51	\$46.65	\$48.05	\$49.49	\$50.97
Station Officer Level 2A	\$45.32	\$46.45	\$47.61	\$49.04	\$50.51	\$52.03
Commander Level 1	\$49.04	\$50.27	\$51.53	\$53.08	\$54.67	\$56.31
Commander Level 2	\$51.73	\$53.02	\$54.35	\$55.98	\$57.66	\$59.39
Assistant Chief Fire Officer Level 1	\$55.75	\$57.14	\$58.57	\$60.33	\$62.14	\$64.00
Assistant Chief Fire Officer Level 2	\$58.44	\$59.90	\$61.40	\$63.24	\$65.14	\$67.09
MARINE						
Marine Operator Level 1	\$36.49	\$37.40	\$38.34	\$39.49	\$40.67	\$41.89
Marine Operator Level 2	\$38.82	\$39.79	\$40.78	\$42.00	\$43.26	\$44.56
Marine Officer Level 1	\$41.16	\$42.19	\$43.24	\$44.54	\$45.88	\$47.26
Marine Officer Level 2	\$44.40	\$45.51	\$46.65	\$48.05	\$49.49	\$50.97
COMMUNICATIONS						
Communications Operator	\$34.94	\$35.81	\$36.71	\$37.81	\$38.94	\$40.11
Senior Communications Operator Level 1	\$36.49	\$37.40	\$38.34	\$39.49	\$40.67	\$41.89
Senior Communications Operator Level 2	\$38.82	\$39.79	\$40.78	\$42.00	\$43.26	\$44.56
Communications Officer Level 1	\$41.16	\$42.19	\$43.24	\$44.54	\$45.88	\$47.26
Communications Officer Level 2	\$44.40	\$45.51	\$46.65	\$48.05	\$49.49	\$50.97
Senior Communications Officer	\$51.73	\$53.02	\$54.35	\$55.98	\$57.66	\$59.39

APPENDIX B – OPTIMUM RIDING CONFIGURATION

Station	Appliances	Commander	S/O	M/O	MOP	S/F	F/F	Total
ADELAIDE								
**	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
Duty Officer (RORP)			1					1
Command Support (RORP)							1	1
Commander Central	20	1						1
TOTAL ADELAIDE		1	8			2	17	28
GOLDEN GROVE	319		1				3	4
SALISBURY	321		1				3	4
**	329		1			1	2	4
Commander North	30	1						1
ELIZABETH	331		1			1	2	4
**	339		1				3	4
GAWLER	359		1				3	4
PARADISE	229		1				3	4
OAKDEN	301		1			1	2	4
**	303		1				3	4
ANGLE PARK	369		1				3	4
PROSPECT	377		1				3	4
ST MARYS	401		1				3	4
**	409		1			1	2	4
CAMDEN PARK	417		1				3	4
GLEN OSMOND	449		1				3	4
BROOKLYN PARK	451		1				3	4
O'HALLORAN HILL	429		1				3	4
NOARLUNGA	433		1				3	4
**	439		1			1	2	4
SEAFORD	469		1				3	4
Commander South	40	1						1
BEULAH PARK	217		1				3	4
WOODVILLE	243		1			1	2	4
**	249		1				3	4
PORT ADELAIDE	257		1				3	4
LARGS NORTH	289		1				3	4
MARINE ERV	071			2				2
TOTALS		3	33	2	0	8	86	132

- a) This Agreement provides for an optimum riding configuration of 132 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.
- b) 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.
- c) The S/F riding position at each two appliance station is at the discretion of the station officer.

APPENDIX C – FULL TIME & RETAINED FUNDED STAFFING NUMBERS

RANK	FULL TIME ESTABLISHED POSITIONS
Executive	2
Assistant Chief Fire Officers	7
Commanders	29
Station Officers	239
Senior Firefighters & Firefighters	580
Manager CRD	3
Communications Officers	15
Senior Communications Operators	9
Communications Operators	27
TOTAL:	911

RETAINED STATION	RETAINED ESTABLISHED NUMBERS
Port Augusta	25
Whyalla	25
Port Lincoln	22
Peterborough	11
Berri	16
Renmark	15
Loxton	12
Tanunda	11

Kapunda	11
Kadina	11
Wallaroo	11
Moonta	11
Port Pirie	20
Mount Gambier	24
Victor Harbor	18
Murray Bridge	17
Mount Barker	25
TOTAL	285

APPENDIX D – NEW METROPOLITAN STATION STAFFING GUIDE

<p style="text-align: center;"><u>NEW METROPOLITAN STATION</u> <u>STAFFING GUIDE</u></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.

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 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 1st 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.

APPENDIX E – UNIVERSAL HOURLY RATES – RETAINED FIREFIGHTERS*
EFFECTIVE FROM 1 JANUARY 2021

RANK	Current Hourly Wage Rate	2.5% increase from FFPP on or after 1/01/2021	2.5% increase from FFPP on or after 1/01/2022	3% increase from FFPP on or after 1/01/2023	3% increase from FFPP on or after 1/01/2024	3% increase from FFPP on or after 1/01/2025
Retained Recruit	\$27.21	\$27.89	\$28.59	\$29.45	\$30.33	\$31.24
Retained Firefighter	\$42.68	\$43.75	\$44.84	\$46.19	\$47.58	\$49.01
Retained Senior Firefighter	\$50.84	\$52.11	\$53.41	\$55.01	\$56.66	\$58.36
Retained Senior Firefighter Qualified	\$54.10	\$55.45	\$56.84	\$58.55	\$60.31	\$62.12
Retained Station Officer	\$57.36	\$58.79	\$60.26	\$62.07	\$63.93	\$65.85

APPENDIX F – MEMORANDUM OF UNDERSTANDING

This attachment is included for information only. The MOU set out below and dated.....2016 records an understanding reached between the parties in respect of the feasibility study undertaken pursuant to clause 21.1 of this agreement.

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN

DEPARTMENT OF PREMIER AND CABINET and SOUTH AUSTRALIAN METROPOLITAN FIRE SERVICE (SAMFS) and UNITED FIREFIGHTERS UNION OF SOUTH AUSTRALIA INC (UFU)

REFERENCES: (a) Firefighting Industry Employees (South Australian Metropolitan Fire Service) Award 2007 (the Award)
(b) South Australian Metropolitan Fire Service Enterprise Agreement 2014 (the Agreement)

1 PURPOSE

The purpose of the MOU is to record:

- 1.1 the agreement reached between the parties in respect of the review of the Composite Wage Structure, as detailed in clause 21.1 of the Agreement;
- 1.2 the process by which the Total Wage is structured both within the Award and the Agreement;
- 1.3 the historical calculation of penalty rates of 31.83% as set out in Award clause 13.3.5;
- 1.4 the process by which overtime entitlements in the Agreement have been calculated;
- 1.5 the calculation of travel entitlements as set out in Appendix A (1) of the Agreement.

2 TOTAL WAGE

- 2.1 The Total Wage has the meaning ascribed to it at Award clause 3.15, viz;
 - 2.1(a) a combination of the 38 hour base rate specified in Award clauses 13.2 and 13.3 together with the allowance detailed at Award clause 13.3.5, plus 2 hours compulsory overtime as set out in Award clause 16.1.2(b).
- 2.2 The effect of Award clause 3.15 is as follows:
 - 2.2(a) 38 hour base rate PLUS 31.83% of the 38 hour base rate (Award clause 13.3.5) PLUS 7.5% (l) of the 38 hour base rate (Award clause 16.1.2(b)).
- 2.3 The definition of the Total Wage at clause 6 of the Agreement has the same meaning as Award clause 3.15, as detailed above.

- 2.4 In future the rates displayed at Appendix A of the Agreement will be adjusted in line with any agreed increases, with no further reference to the 38 hour base rate as was the case with pre-existing Appendix A of the Agreement.
- 2.5 The MOU notes that the pay rates set out in the Award clauses 13.2, 13.3, 13.4 and 13.5 reflect the application of the South Australian Wage Fixing Principles.

3 PENALTY RATES

- 3.1 The penalty rates of 31.83% set out in Award clause 13.3.5 have been historically calculated as follows:

- The SAMFS makes 26 equal payments of wages per year based on the rates set out in the Agreement, total days per year is then 364.

• <u>Therefore-Total ordinary hours per year</u>	364
	<u>x24</u>
	8736
• <u>Application of penalties</u>	
11 public holidays (11 x 24 x 2.5)	660 hours
52 Sundays (52 x 24 x 2)	2496
51 Saturdays (51 x 24 x 1.5)	1836
250 night shifts (250 x 14 + 15%)	4025
250 day shifts (250 x 10)	<u>2500</u>
Total hours including penalties	11517
Subtract total ordinary hours Total	<u>- 8736</u>
penalty hours	<u>2781</u>

- Percentage increase in hours of pay =

$$\frac{2781}{8736} \times \frac{100}{1} = 31.83\% \text{ penalties}$$

- (1) 2 hours compulsory overtime = 2 x time and a half = 3 3/40 as a percentage = 7.5%

4 TRANSITION OF OVERTIME RATES

- 4.1 This MOU notes the differentiation between the overtime rates set out respectively in the Award and the Agreement, which arises as a result of the utilisation of a different formula in the calculation of overtime rates in the Agreement.
- 4.2 The calculations utilised in setting the new overtime rates in the Agreement are detailed in the examples below. The divisor of 40, used in these calculations, is consistent with the provisions set out in Award clause 16.1.2(b). For the purpose of these examples the classification of a First Class Firefighter Level 3, with wages current as at 1 July 2016, has been applied.

4.3 The current overtime entitlements set out in Award clause 14.2 are as follows:

- 1st hour of overtime - time and a half the 38 hour base rate
- 2nd hour of overtime and thereafter - double the 38 hour base rate
- Overtime worked on a Sunday - double the 38 hour base rate
- Overtime worked on a public holiday - double time and a half the 38 hour base rate

4.4 To take into account the Total Wage concept the First Class Firefighter Level 3 classification is broken down as follows:

<u>38 hour Base Rate</u>		<u>31.83% Penalties</u>		<u>2 hours Overtime</u>		<u>Total</u>
\$1181.49	+	\$376.07	+	\$88.61	=	\$1646.17

4.5 The pre-existing calculation for overtime entitlements, pursuant to Award clause 14.2 utilising the figures set out in clause 4.4 hereof were as follows:

- $\$1181.49 \div 38 = \31.09 hourly rate
- $\$31.09 \times 1.5 = \46.64 per hour
- $\$31.09 \times 2 = \62.18 per hour
- $\$31.09 \times 2.5 = \77.73 per hour

4.6 The calculation to establish a Normal hourly rate (see definition Agreement clause 6), utilising the figures in 4.4 hereof, is as follows:

- Total Wage = \$1646.17
- Normal hourly rate = $\$1646.17 \div 40 = \41.15

4.7 To calculate a new overtime multiplier to replace the pre-existing rate of 1.5 in the Agreement, the following formula is utilised:

- Current overtime rate (1.5) + Normal hourly rate
- $\$46.64 \div \$41.15 = 1.133$
- New overtime multiplier = 1.133

To test the accuracy of the new overtime rate against the Award provision, the following formula is utilised:

- Normal hourly rate x New overtime multiplier
- $\$41.15 \times 1.133 = \46.64

4.8 To calculate a new overtime multiplier to replace the pre-existing rate of 2 in the Agreement, the following formula is utilised:

- Current overtime rate (2) + Normal hourly rate
- $\$62.18 \div \$41.15 = 1.511$
- New overtime multiplier = 1.511

To test the accuracy of the new overtime rate against the Award provision, the following formula is utilised:

- Normal hourly rate x New overtime multiplier
- $\$41.15 \times 1.511 = \62.18

4.9 To calculate a new overtime multiplier to replace the pre-existing overtime rate of 2.5, the following formula is utilised:

- Current overtime rate (2.5) ÷ Normal hourly rate
- $\$77.73 \div \$41.15 = 1.889$
- New overtime multiplier = 1.889

To test the accuracy of the new overtime rate against the Award provision, the following formula is utilised:

- Normal hourly rate x New overtime multiplier
- $\$41.15 \times 1.889 = \77.73

NB The figures used in the examples above may vary slightly from the figures in the proposed Agreement. This is due to rounding.

4.10 It is noted in each of the examples above the new overtime rate displayed in the Agreement yields an identical result to the existing Award overtime provisions, therefore satisfying the cost neutral objective required by clause 21.1 of the Agreement.

4.11 The principles with respect to the administration of overtime in Award clauses 14.1 and 14.2 shall continue to apply.

4.12 The Agreement now displays the following overtime rates in lieu of the pre-existing rates:

- Agreement clause 19.3(a) – the first hour of overtime at the rate of 1.13324 times the employees normal hourly rate of pay, in lieu of the Award rate of 1.5 times the 38 hour base rate.
- Agreement clause 19.3(b) – the second and subsequent hours of overtime at the rate of 1.51099 the employees normal hourly rate of pay, in lieu of the Award rate of 2 times the 38 hour base rate.
- Agreement clause 19.3(c) – all overtime worked on a Sunday at the rate of 1.51099 times the employees normal hourly rate of pay, in lieu of the Award rate of 2 times the 38 hour base rate.
- Agreement clause 19.3(d) – all overtime worked on a public holiday at the rate of 1.88874 times the employees normal hourly rate of pay, in lieu of the Award rate of 2.5 times the 38 hour base rate.

5 HOURLY TRAVEL RATES

5.1.1 The development of the hourly travel rates is based on the provisions set out in Award clause 15.5.3.

5.1.2 Again utilising the example of a First Class Firefighter Level 3, with rates current as at 1 July 2016 as detailed in the pre-existing Appendix A of the Agreement (which utilised the 38 hour base rate), the hourly travel rate is calculated as follows:

- 38 hour base rate ÷ 38
- \$1181.49 ÷ 38 = \$31.09

5.2 In future the hourly travel rate as displayed at Appendix A (1) of the Agreement will be adjusted in line with increases to the Total Wage.

6 CONCLUSION

6.1 The parties to this MOU acknowledge that the cost neutral objective set out in clause 21.1 of the Agreement has been met and now agree that the details set out above will, inter alia, form the basis of an application to be made to the Industrial Relations Commission of South Australia to vary the Award and the Agreement.

6.2 It is agreed also that this MOU will form part of the Award and the Agreement as representing the historical basis upon which variations have been made to the industrial instruments.

