



**SOUTH AUSTRALIAN METROPOLITAN FIRE SERVICE
(FEDERAL) ENTERPRISE AGREEMENT 2005**

BETWEEN

**THE CHIEF OFFICER OF THE
SOUTH AUSTRALIAN METROPOLITAN FIRE SERVICE**

AND THE

UNITED FIRE FIGHTERS UNION OF AUSTRALIA (SA BRANCH)

1. TITLE

This Agreement will be known as the South Australian Metropolitan Fire Service (Federal) Enterprise Agreement 2005 (the Agreement”).

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3. PARTIES BOUND

The Agreement is made pursuant to the provisions of Part VIB, Division 3 of the *Workplace Relations Act 1996*, [on date]. The Agreement shall be binding upon the South Australian Metropolitan Fire Service and the employees of the South Australian Metropolitan Fire Service (SAMFS) covered by the award prescribed in Clause 4 and the United Fire Fighters Union of Australia (SA Branch) (the Union).

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 Award 2002* (the Award), or its successor.
- 4.2 The terms and conditions prescribed in the Award as at the date this Agreement is certified and comes into effect, shall continue to have full force and effect for the life of this Agreement as if 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.
- 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 (Federal) Enterprise Agreement 2002*.

5. DATE AND PERIOD OF OPERATION

The term of the Agreement shall be for a period of three (3) years commencing from 1 January 2005. The renegotiation of the Agreement will occur no earlier than 1 July 2007.

6. PURPOSE

The Agreement reaffirms the parties' commitment, established by the South Australian Metropolitan Fire Service (Federal) Enterprise Agreement 2002, to the achievement of efficiency and productivity measures in the operational areas of the SAMFS. The Agreement also provides for pay 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.

7. AIMS AND OBJECTIVES

- 7.1 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 9 of the Agreement.
 - Provide for the implementation of ongoing reform initiatives.

8. OPERATING PHILOSOPHY OF THE AGREEMENT

8.1 The Agreement between the parties reflects enhanced management/employee relationships. 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.

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

9. WAGE ADJUSTMENTS

9.1 The following wage increases apply to all classifications in the Award:

- 4.6% from the first full pay period commencing on or after 1 July 2005;
- 3.5% from the first full pay period to commence on or after 1 January 2006;
- 3.5% from the first full pay period commencing on or after 1 January 2007; and
- 3.5% from the first pay period commencing on or after 1 January 2008.

9.2 The following wage increases apply to Station Officers only:

- 2% from first full pay period on or after 1 July 2006; and
- 2% from the first full pay period on or after 1 July 2007.

9.3 The actual salaries are attached at Appendix A.

9.4 The 4.6% wage increase applicable to all classifications is in recognition of the work value associated with all existing functions and the work value changes associated with the following tasks:

- Chemical Biological Radiological Nuclear (CBRN) incidents;
- Urban Search and Rescue; and
- Technical Rescue.

9.5 The 2% plus 2% wage increase applicable to Station Officers is in recognition of the work value changes associated with the role of these officers. This includes the following;

- Electronic computer based staff management, which forms part of the station management system;
- The full enhancement of the Duty Officers role [see Appendix D];
- Removal of Clause 19.2 from the 2002 Agreement; and
- The enhanced community safety role, including the conduct and administration of building inspection.

10. CONSULTATIVE PROCESS

The parties commit to the following consultative principles:

- 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 achieving a 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 The parties agree to develop a comprehensive educational program to support the implementation of continuous improvement at all levels within the SAMFS.

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 and that the SAMFS undertakes wherever possible to keep employees informed of these issues.
- 11.3.4 Consultative committees will be established for the following areas:

- Occupational health, safety and welfare;
- Training advisory; and
- Research and development.

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, if appropriate.

11.4 Process to Resolve Issues

11.4.1 If the Chief Officer and the consultative committee are unable to reach agreement, 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 the use of an independent facilitator does not resolve the issue, the parties may progress the issue in accordance with the Grievance and Dispute Avoidance Procedure as set out in Clause 22 of the Agreement.

12. LEAVE PROVISIONS

12.1 The SAMFS agrees in-principle that the application of Long Service Leave (LSL), Time off in Lieu (TOIL) and Voluntary Flexible Working Arrangements (VFWA) - purchased leave provisions for employees should have regard to the standard public sector conditions.

12.2 SAMFS, in conjunction with the UFU, will conduct a review within 6 months of certification of the Agreement, which will consider the method of accessing these provisions within SAMFS. That review will have regard to the need to provide an appropriate emergency response at all times and will result in the development of appropriate guidelines for their ongoing management. These guidelines are to be agreed between the parties prior to their implementation.

13. FAMILY FRIENDLY PROVISIONS

13.1 Paid maternity leave and paid adoption leave

13.1.1 An employee who is granted maternity leave or adoption leave commencing on or after the date of certification of this Agreement will, in respect of the whole or part of leave occurring on or after the date of such operation, be entitled to the benefits provided by this clause.

13.1.2 Subject to this clause, an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth of the child, is entitled to twelve (12) weeks paid maternity leave.

13.1.3 Subject to this clause, an employee, other than a casual employee, who has completed 12 months of continuous service before taking custody of an adopted child, is entitled to twelve (12) weeks paid adoption leave.

- 13.1.4 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:
- a) The total of paid and unpaid maternity/adoption/parental/special 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 twelve (12) weeks leave, paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences. The paid maternity/adoption leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.
- 13.1.5 At the time of applying for paid maternity leave or paid adoption leave, the employee may elect in writing:
- a) To take the paid leave in 2 periods of six (6) weeks during the first 12 months of the commencement of their paid leave; or
 - b) To take the paid leave at half pay in which case, notwithstanding any other clause of this Agreement, the employee will be entitled, during the 24 weeks, to be paid at half the ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences; or
 - c) A combination of (a) and (b).
- 13.1.6 Part-time employees will have the same entitlements 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).
- 13.1.7 During periods of paid or unpaid maternity 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.

13.2 Return to work on a part time basis

- 13.2.1 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.
- 13.2.2 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.

13.3 Family Carer's Leave

13.3.1 Employees may access up to five (5) 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 Fair Work Act 1994.

13.3.2 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; 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.

13.4 Reimbursement of reasonable child care costs

13.4.1 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 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.

14. STAFFING

14.1 Operations Training Relief

- 14.1.1 The parties agree to conduct a joint review of the existing arrangements for Operational Training Relief (OTR), within twelve (12) months of certification. The terms of reference of the review and the implementation of any of its recommendations are to be agreed between the parties.
- 14.1.2 Agreed outcomes will be imported into the Agreement.

14.2 Flexible Use of Operational Staff

- 14.2.1 The parties agree that the SAMFS will continue to maintain an optimum riding configuration figure of 120 operational staff; each shift including the positions of two (2) District Officers and 31 Station Officers. In the event that shift work is introduced for Fire Cause Investigators, then the optimum riding configuration figure will increase to 121 operational staff and 32 Station Officers; the number of District Officers will remain.
- 14.2.2 The optimum riding configuration figures attached as Appendix B provides 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.
- 14.2.3 The complement will comprise of fully fit Firefighters except that the Duty Officer and Drivers (Appliances 2023 and 2090) positions will be designated as Restricted Operational Riding Positions (RORP).
- 14.2.4 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 14.2.1. and in accordance with SAMFS Operating Procedure 36 (SAP36), as amended to provide consistency with this Agreement and as may be further amended from time to time.
- 14.2.5 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.
- 14.2.6 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.

- 14.2.7 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.
- 14.2.8 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.
- 14.2.9 Any employee required to act down will suffer no diminution in wages or conditions of employment.
- 14.2.10 The SAMFS will continue to maintain a relieving pool based on historical data to ensure the configuration as set out in Clause 14.2.1 is adequately maintained.
- 14.2.11 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.
- 14.2.12 The parties agree that resources will generally be deployed in accordance with Appendix B.
- 14.2.13 The parties agree that SAMFS 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.
- 14.2.14 The SAMFS will consult the UFU in respect of any proposed changes, of a non-emergency nature, to the existing deployment arrangements.
- 14.2.15 The parties agree that implementation of such changes will only occur following agreement between the parties.
- 14.2.16 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

14.3 Day Working Personnel

- 14.3.1 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.
- 14.3.2 These arrangements exclude personnel assigned to Operations Training Relief.
- 14.3.3 Compressed Working Weeks and Band Widths are subject to arrangements with the Commander of the area.

14.4 Day Working Allowances

- 14.4.1 A day-working allowance, once achieved, shall be maintained such that if an employee returns to day-work, they shall commence day-work with an allowance equal to the highest percentage allowance which they have previously been paid for day-work. For example, an employee who, on day work, was paid an allowance of 4% prior to returning to shift work, would commence any future day work with an entitlement to a 4% day working allowance.
- 14.4.2 A Station Officer promoted to or acting up as a District Officer will not be entitled to maintain a day working allowance in excess of the maximum allowance payable to District Officers and Commanders undertaking day work.

14.5 Day working District Officers

- 14.5.1 All day working District Officers (with the exception of Station Officers acting up) will be placed on an on call roster and will be provided with a vehicle, which will include private use.

14.6 Fire Cause Investigators – Public Building Inspectors (FCIs)

- 14.6.1 The role of the FCIs will be reviewed, within three (3) months of certification of the Agreement, by an independent nominee agreed by the parties to ascertain whether the function is more suitably managed by day work or shift operation.
- 14.6.2 This review will consider the most suitable management of the occupational health, safety and welfare aspects of extended hours of on-call work, any additional training requirements, operational measures to facilitate improvements in the number of public building inspections undertaken by the SAMFS and the relationship of the FCI role to SAPOL and any other terms of reference agreed to by the parties prior to the commencement of the review.
- 14.6.3 In the event that the above mentioned review determines that shift work is more suitable for undertaking the FCI function, then SAMFS will:
- Implement the change within three (3) months of finalisation of the review;
 - Maintain the current global District Officer numbers; and
 - Provide existing FCIs with the option to continue in their FCI (District Officer) position on shift work; or
 - Provide existing FCIs with the option of remaining on day work in an alternative District Officer position, or being placed on shift in an alternative position; and
 - Where vacancies arise due to transfer, natural attrition or absence etc, FCIs appointed to replace existing personnel will be appointed at the rank of Station Officer.

14.7 Community Safety Programs

- 14.7.1 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.
- 14.7.2 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.
- 14.7.3 This does not restrict the work of FCI or Command District Officers who undertake community safety inspections or programs.

- 14.7.4 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.

14.8 Deployment arrangements to assist intrastate and interstate emergency services

- 14.8.1 Where an employee is required to provide assistance to other State, intra-state, interstate or overseas emergency authorities 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 (previously PSM Act Determination 8 [Travel]).

14.9 Port Pirie Staffing

- 14.9.1 The total full time staffing complement will comprise of one (1) Station Officer, one (1) Crew Commander on the second pump and three (3) Firefighters per shift.
- 14.9.2 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).
- 14.9.3 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.
- 14.9.4 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 (Senior Firefighter rate and training allowance). Two trainers will be used where the ratio of trainer to trainees exceeds 1:10.
- 14.9.5 Graduates from a recruit course will be posted to Port Pirie for a minimum period of two years, at which time they may elect to stay at Port Pirie or request transfer to the metropolitan area.
- 14.9.6 Graduates from a recruit course posted to Port Pirie for the two year period will receive removal expenses determined as either (i) the lowest of three quotes obtained by the individual for the removal of their household effects or (ii) the estimated cost of the removal of their household effects as if from Adelaide to Port Pirie provided by a recognised furniture removalist, whichever is the lower.
- 14.9.7 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.
- 14.9.8 Other vacancies that may occur between recruitment processes will be filled by transfer of staff from the metropolitan area in accordance with the Award.

14.10 Employment Security

- 14.10.1 The parties agree that employment security in the form of no forced redundancy will apply for employees bound by this Agreement from date of certification by the Commission for the life of the Agreement (until 31 December 2008) and in accordance with the provisions contained in *Commissioners Standard 2 - Quality Staffing* issued 29 April 2005 (formerly PSM Act Determination 3).

15. SAMFS COMMUNICATIONS CENTRE

15.1 Introduction of Country Fire Service (CFS) Operators

- 15.1.1 The Union provides an in-principle agreement to the introduction of CFS Operators in to the SAMFS Communications Centre on the basis that SAMFS assumes statewide responsibility for call receipt and despatch functions.
- 15.1.2 CFS Operators will be integrated in to all of the activities of the SAMFS Communications Centre.

15.2 Review of the Communications Centre

- 15.2.1 The parties agree that a review of the Communications Centre will be undertaken within 12 months of certification of the Agreement by an independent reviewer, agreed by the parties.
- 15.2.2 The review will have regard to new and emerging technologies, shift patterns, job and person specifications, training requirements and the operation of the Centre, and any other terms of reference agreed to by the parties prior to the commencement of the review. Implementation of the recommendations arising from the review is to be agreed between the parties subject to the provisions of Clause 15.2.3 herein.
- 15.2.3 Subject to the recommendations of the review, the outcomes may require a future Cabinet Submission

16. MOUNT GAMBIER

- 16.1 The SAMFS proposes to develop its emergency service coverage to the Mount Gambier community through the introduction of a trial of day work staffing by full time Firefighters at the Mount Gambier station, subject to the SAMFS obtaining funding of this initiative from the South Australian Government.
- 16.2 The Union provides an in-principle agreement to this initiative for the term of the Agreement.
- 16.3 The parties agree to establish a consultative committee in accordance with Clause 11.3 of the Agreement to consider issues associated with the introduction of day staffing at Mount Gambier, which will include but are not limited to:
 - a) The integration of Career Firefighting into a Retained Firefighting environment;
 - b) Hours of work;
 - c) Leave relief including short term and long term relief; and
 - d) Housing.
- 16.4 The parties recognise an evolving need to review staffing arrangements in other country locations and consultation on such matters will occur through the consultative processes contained in this Agreement.

17. PROMOTIONS AND APPEAL PROCESSES

- 17.1 The revised Service Administrative Procedure – Promotions (SAP40) is agreed by the parties and attached at Appendix D.
- 17.2 The parties recognise that the current method by which promotion appeals are conducted, as envisaged by the SAMFS Act 1936, is not working in the best interests of either party. SAMFS will establish a working party to investigate alternate methods for conducting appeals against promotion with a view to seek legislative change that would allow for the introduction of any agreed new process.
- 17.3 The formation of the working party, its terms of reference and the implementation of any of its recommendations are to be agreed between the parties.

18. STAFF DEVELOPMENT AND TRAINING

18.1 Staff Development Framework

- 18.1.1 The SAMFS will conduct a review of the current Staff Development Framework during the life of the Agreement. An independent person, agreed between the parties, will be appointed to conduct the review in conjunction with the Training Advisory Committee (TAC). A working party, comprised of representatives of SAMFS and the UFU, will be established which will also consider the requirements to be fulfilled by the SAMFS to maintain Registered Training Organisation (RTO) status.
- 18.1.2 Within 6 months of certification of the agreement SAMFS will create a formal policy (SAP) that articulates the process for Recognised Current Competencies (RCC) and Recognition of Prior Learning (RPL). Prior to introducing the policy, the UFU will be consulted and agreement between the parties as to the procedure contained within the policy is to be reached.

18.2 Training Time

- 18.2.1 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.
- 18.2.2 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.
- 18.2.3 Where the SAMFS offers training either internally or externally, which an employee may wish 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 own expense. This training would include (but is not limited to) promotional training/advice, "test outs", AFAC modular training, university, and development programs.
- 18.2.4 These provisions do not apply where an employee is sent on 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.

- 18.2.5 Attendance for normal operational duties is specifically excluded from this provision.
- 18.2.6 “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.

18.3 Required Attendance

- 18.3.1 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).

18.4 Voluntary Attendance

- 18.4.1 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, declining to attend will be at no detriment to the employee.
 - 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 (including travelling time) at the activity is less than eight (8) hours, 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 time off in lieu “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.
- 18.4.2 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.

18.5 Provisions That Apply To Both Required Attendance and Voluntary Attendance

- 18.5.1 The duration of attendance at the 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).
- 18.5.2 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 and Safety.
- 18.5.3 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 re-imburement.
- 18.5.4 Travelling time within the Adelaide Metropolitan area will be calculated on the basis of 15 minutes for each 8km travelled.
- 18.5.5 Travelling time to Adelaide from outside the Adelaide Metropolitan area will be calculated on the basis of 15 minutes for each 20km travelled.
- 18.5.6 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) 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).

18.6 Training Delivery

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

19. TRADE UNION TRAINING LEAVE

- 19.1 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:
 - 19.1.1 The employee provides at least four (4) weeks notice to the SAMFS about the date of commencement of the training course;
 - 19.1.2 The SAMFS is able to make adequate staffing arrangements during the period of such leave;
 - 19.1.3 That at any one time no more than three (3) employees shall be on leave pursuant to this clause;
 - 19.1.4 That no more than five (5) employees shall be granted leave pursuant to this clause in any one year;
 - 19.1.5 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
 - 19.1.6 That an employee shall have completed a period of twelve (12) months service with the SAMFS before proceeding on leave pursuant to this clause.

20. OCCUPATIONAL HEALTH, SAFETY AND WELFARE

20.1 Review

- 20.1.1 Within 12 months of certification of the Agreement, the parties will conduct a joint review to ensure that the SAMFS continues to meet its OHS&W obligations and with a view to creating a more efficient and responsive system.
- 20.1.2 The terms of reference of the review and the implementation of any of its recommendations are to be agreed between the parties.

20.2 Mobile Phones

- 20.2.1 SAMFS agrees to attach a mobile phone to all general-purpose pumpers as a health and safety measure.

20.3 Hearing and Lung Function Testing

- 20.3.1 Within eighteen (18) months of certification of this Agreement, the SAMFS will introduce biennial lung function and hearing tests.

21. SALARY SACRIFICE ARRANGEMENTS

- 21.1 The parties agree to the continuation of voluntary salary sacrifice arrangements, on a cost neutral basis, for all employees as provided to all public service employees by virtue of the *South Australian Government (Public Sector Salaried Employees) Salaries Interim Award 2004* (which replaced the expired *South Australian Government Wages Parity Enterprise Agreement 2001*).

22. GRIEVANCE AND DISPUTE AVOIDANCE PROCEDURES

- 22.1 It is the intent of this procedure to encourage communication at all stages of the process to find a satisfactory solution to any dispute.
- 22.2 Any grievance, industrial dispute or matter likely to create a dispute shall be dealt with in the following manner:
 - 22.2.1 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.
 - 22.2.2 The accredited representatives shall make themselves available for consultation.
 - 22.2.3 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.
 - 22.2.4 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.
 - 22.2.5 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.

- 22.2.6 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 Commissioner for Public Employment.
- 22.2.7 If the matter remains unresolved in accordance with these procedures either party may refer the matter to the Australian Industrial Relations Commission for conciliation.
- 22.2.8 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.
- 22.2.9 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.
- 22.2.10 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.
- 22.2.11 These procedures will not restrict the employer or employee representatives making representations to each other.

23. NO EXTRA CLAIMS

- 23.1 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 protected actions pursuant to s170ML of the Workplace Relations Act 1996; and
 - d) Neither the employees, nor any party to this Agreement, will engage in protected action pursuant to s170ML of the Workplace Relations Act 1996, in relation to the performance of any work covered by the Agreement.

24. SIGNATORIES

GRANT LUPTON

Chief Officer
For and on behalf of the South Australian Metropolitan Fire Service
October 2005

PHIL HARRISON

Secretary
For and on behalf of the United Fire Fighters Union of Australia (SA Branch)
October 2005

Certified [DATE] 10 November 2005

APPENDIX A – WAGE AND SALARY SCHEDULE

**SOUTH AUSTRALIAN METROPOLITAN FIRE SERVICE
WAGE RATE BY RANK FROM 1 JULY 2005**

RANK	Present 38 Hour Base Rate	Increase 4.6% 1 Jul 2005	New 38 Hour Base Rate	Increase 3.5% 1 Jan 2006	New 38 Hour Base Rate	Station Officer Increase 2.0% 1 Jul 2006	New 38 Hour Base Rate	Increase 3.5% 1 Jan 2007	New 38 Hour Base Rate	Station Officer Increa se 2.0% 1 Jul 2007	New 38 Hour Base Rate	Increase 3.5% 1 Jan 2008	New 38 Hour Base Rate
Trainee Firefighter	\$579.74	\$26.67	\$606.41	\$21.22	\$627.63		\$627.63	\$21.97	\$649.60		\$649.60	\$22.74	\$672.34
Fourth Class Firefighter	\$613.27	\$28.21	\$641.48	\$22.45	\$663.93		\$663.93	\$23.24	\$687.17		\$687.17	\$24.05	\$711.22
Third Class Firefighter	\$626.35	\$28.81	\$655.16	\$22.93	\$678.09		\$678.09	\$23.73	\$701.82		\$701.82	\$24.56	\$726.38
Second Class Firefighter	\$652.54	\$30.02	\$682.56	\$23.89	\$706.45		\$706.45	\$24.73	\$731.18		\$731.18	\$25.59	\$756.77
First Class Firefighter Level 1	\$678.92	\$31.23	\$710.15	\$24.86	\$735.01		\$735.01	\$25.73	\$760.74		\$760.74	\$26.63	\$787.37
First Class Firefighter Level 2	\$711.47	\$32.73	\$744.20	\$26.05	\$770.25		\$770.25	\$26.96	\$797.21		\$797.21	\$27.90	\$825.11
First Class Firefighter Level 3	\$744.46	\$34.25	\$778.71	\$27.25	\$805.96		\$805.96	\$28.21	\$834.17		\$834.17	\$29.20	\$863.37
Senior Firefighter	\$777.35	\$35.76	\$813.11	\$28.46	\$841.57		\$841.57	\$29.45	\$871.02		\$871.02	\$30.49	\$901.51
Station Officer Level 1	\$843.00	\$38.78	\$881.78	\$30.86	\$912.64	\$18.25	\$930.89	\$32.58	\$963.47	\$19.27	\$982.74	\$34.40	\$1,017.14
Station Officer Level 2	\$908.44	\$41.79	\$950.23	\$33.26	\$983.49	\$19.67	\$1,003.16	\$35.11	\$1,038.27	\$20.77	\$1,059.04	\$37.07	\$1,096.11
Station Officer Level 2A	\$928.13	\$42.69	\$970.82	\$33.98	\$1,004.80	\$20.10	\$1,024.90	\$35.87	\$1,060.77	\$21.22	\$1,081.99	\$37.87	\$1,119.86
District Officer Level 1	\$1,044.67	\$48.05	\$1,092.72	\$38.25	\$1,130.97		\$1,130.97	\$39.58	\$1,170.55		\$1,170.55	\$40.97	\$1,211.52
District Officer Level 2	\$1,101.91	\$50.69	\$1,152.60	\$40.34	\$1,192.94		\$1,192.94	\$41.75	\$1,234.69		\$1,234.69	\$43.21	\$1,277.90
Fire Commander Level 1	\$1,187.61	\$54.63	\$1,242.24	\$43.48	\$1,285.72		\$1,285.72	\$45.00	\$1,330.72		\$1,330.72	\$46.58	\$1,377.30
Fire Commander Level 2	\$1,244.83	\$57.26	\$1,302.09	\$45.57	\$1,347.66		\$1,347.66	\$47.17	\$1,394.83		\$1,394.83	\$48.82	\$1,443.65
Marine Operator	\$777.35	\$35.76	\$813.11	\$28.46	\$841.57		\$841.57	\$29.45	\$871.02		\$871.02	\$30.49	\$901.51
Marine Officer	\$843.00	\$38.78	\$881.78	\$30.86	\$912.64	\$18.25	\$930.89	\$32.58	\$963.47	\$19.27	\$982.74	\$34.40	\$1,017.14
Communications Operator	\$744.46	\$34.25	\$778.71	\$27.25	\$805.96		\$805.96	\$28.21	\$834.17		\$834.17	\$29.20	\$863.37
Senior Communications Operator	\$777.35	\$35.76	\$813.11	\$28.46	\$841.57		\$841.57	\$29.45	\$871.02		\$871.02	\$30.49	\$901.51
Communications Officer Level 1	\$843.00	\$38.78	\$881.78	\$30.86	\$912.64	\$18.25	\$930.89	\$32.58	\$963.47	\$19.27	\$982.74	\$34.40	\$1,017.14
Communications Officer Level 2	\$908.44	\$41.79	\$950.23	\$33.26	\$983.49	\$19.67	\$1,003.16	\$35.11	\$1,038.27	\$20.77	\$1,059.04	\$37.07	\$1,096.11

Senior Communications Officer	\$1,101.91	\$50.69	\$1,152.60	\$40.34	\$1,192.94		\$1,192.94	\$41.75	\$1,234.69		\$1,234.69	\$43.21	\$1,277.90
General Hand - 16 Years	\$310.46	\$14.28	\$324.74	\$11.37	\$336.11		\$336.11	\$11.76	\$347.87		\$347.87	\$12.18	\$360.05
General Hand - 17 Years	\$372.13	\$17.12	\$389.25	\$13.62	\$402.87		\$402.87	\$14.10	\$416.97		\$416.97	\$14.59	\$431.56
General Hand - 18 Years	\$436.10	\$20.06	\$456.16	\$15.97	\$472.13		\$472.13	\$16.52	\$488.65		\$488.65	\$17.10	\$505.75
General Hand - 19 Years	\$490.67	\$22.57	\$513.24	\$17.96	\$531.20		\$531.20	\$18.59	\$549.79		\$549.79	\$19.24	\$569.03
General Hand - 20 Years	\$529.12	\$24.34	\$553.46	\$19.37	\$572.83		\$572.83	\$20.05	\$592.88		\$592.88	\$20.75	\$613.63
General Hand - 1st Year Adult Service	\$549.40	\$25.27	\$574.67	\$20.11	\$594.78		\$594.78	\$20.82	\$615.60		\$615.60	\$21.55	\$637.15
General Hand - 2nd Year Adult Service	\$557.03	\$25.62	\$582.65	\$20.39	\$603.04		\$603.04	\$21.11	\$624.15		\$624.15	\$21.85	\$646.00
General Hand - 3rd Year Adult Service	\$563.55	\$25.92	\$589.47	\$20.63	\$610.10		\$610.10	\$21.35	\$631.45		\$631.45	\$22.10	\$653.55

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
**	207		1		1	2
** (RORP)	2023/6				1	1
**	2090				1	1
Command D/O Nth/Sth	20 & 40	2				2
TOTAL ADELAIDE		2	8	2	15	27
PROSPECT	371		1		3	4
ANGLE PARK	361		1		3	4
GAWLER	359		1		3	4
ELIZABETH	331		1	1	2	4
**	332		1		3	4
SALISBURY	321		1		3	4
**	329		1	1	2	4
GOLDEN GROVE	311		1		3	4
OAKDEN	301		1	1	2	4
**	303		1		3	4
**	3	(1 d/w)				-
LARGS NORTH	281		1		3	4
MARINE	2725		2526 or 2536		1	1
PORT ADELAIDE	251		1	1	2	4
WOODVILLE	241		1	1	2	4
**	249		1		3	4
BROOKLYN PARK	231		1		3	4
GLYNDE	221		1		3	4
ST MARYS	401		1		3	4
**	409		1	1	2	4
**	4	(1 d/w)				-
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
TOTALS		2	31	9	78	120
NOTE: FIGURES EXCLUDE TWO (2) DAY WORKING COMMAND DISTRICT OFFICERS						

- a) This Agreement provides for an optimum riding configuration of 120 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. In the event that Clause 14.7.3 of this Agreement is implemented, the total riding configuration will increase to 121.
- 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 Duty Officer position at Adelaide Station is established at the rank of Station Officer and will be designated as a RORP position. In the event that a RORP in the Station Officer rank is not available to fill this position, then the normal recall provisions applying to the rank will apply.

APPENDIX C – FUNDED STAFFING NUMBERS

RANK	FUNDED POSITIONS
Executive	2
Commanders	5
District Officers	25
Station Officers	203
Senior Firefighters	64
Firefighters	416
Communications	29
TOTAL:	744

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

Note:

- (a) The three Regional Manager positions currently filled by Station Officers have been reclassified to District Officer, which increases the total number of District Officer positions to 25.
- (b) The current Regional Managers that are substantive Station Officers will continue in their current positions of Regional Managers at the remuneration of District Officer Level 1 until they transfer to another position or retire/resign. On transfer to another position, those officers 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.
- (c) All future vacancies that occur for Regional Managers will be called from the District Officer rank.

APPENDIX D – DUTY OFFICER DUTIES

- Daily staffing requirements - Actions CDO's requests for reliefs
(In conjunction with staff relief officer)
(CDO authorisation enquired for R/Cs)
- Compiles record of sickness
- Compiles overtime sheet
- Completion of Adelaide station duty sheet
- Compiles daily parade statements (global)
- Operational resource procurement
- Manages POD system in accordance with SAMFS logistics plans
- Manages/maintains records for equipment movement
- Manage appliance movement re: service/repair
- Manages/maintains records for relief appliance movement
- Manages/maintains records for pool cars
- Manages/maintains records for night Store
- Manages/maintains records for foam stocks and absorbents
- Manages/maintains records for petty cash
- Manages/maintains MSDS records
- Locates/disseminates equipment and resources as required
- Manages/maintains records for Hazardous Materials over drums
- Manages/maintains Station 20 Hazard Register
- Responsible for Adelaide station security
- Other duties as agreed to by the parties.



25. SOUTH AUSTRALIAN METROPOLITAN FIRE SERVICE

SERVICE ADMINISTRATIVE PROCEDURE NO. 40

PROMOTION PROCEDURES

AIM: This Service Administrative Procedure is to ensure that promotion processes are based on merit and are valid, reliable, equitable, transparent and fair.

FIRE SERVICE OPERATIONS ARE INHERENTLY HAZARDOUS THEREFORE ALL PERSONNEL MUST BE AWARE OF THE NEED TO MAINTAIN OCCUPATIONAL HEALTH AND SAFETY STANDARDS.

CONTENTS

1. Introduction
2. Principles
3. Promotion Procedures and Roles
4. Applications
5. Assessments
6. Recommendation/Decision
7. Appeal/Grievance Process

1. INTRODUCTION

- 1.1 These promotion procedures are for promoting uniformed personnel who have been deemed competent and eligible from the immediate subordinate rank on the basis of merit to specified full-time uniformed ranks.
- 1.2 The Promotion Processes prescribed in this document apply to the following:
 - 1.2.1 Senior Firefighter to Station Officer Level 1.
 - 1.2.2 Station Officer Level 2 to District Officer Level 1.
 - 1.2.3 District Officer Level 2 to Commander Level 1.
 - 1.2.4 Senior Communications Operator to Communications Officer.
 - 1.2.5 Marine Operator to Marine Officer.

2. PRINCIPLES

- 2.1 These procedures aim to ensure that promotion processes are:
 - * Based on merit; and
 - * Valid, reliable and equitable, transparent and fair.

- 2.2 Promotional assessments will be conducted after first:
- 2.2.1 analysing the Key Outcomes, Essential Requirements and Desirable Characteristics of the Position Information Document (PID); and
 - 2.2.2 selecting appropriate assessment methodologies and tools that will best identify candidates who are most suitable based on merit.

3. **PROMOTION PROCEDURES AND ROLES**

- 3.1 The Chief Officer will give direction to and cause the Promotion Committee to:
- (a) Convene;
 - (b) receive reports and/or recommendations and act on those reports and/or recommendations; and
 - (c) deal with issues raised by the Chief Officer.

3.2 Promotion Committee

- 3.2.1 The Promotion Committee will consist of:
- * The Deputy Chief Officer
 - * The Commander Training
 - * Other person/s as required by the Chief Officer; and
 - * The Promotions Process Administrator will sit with the Promotions Committee in a non-voting, advisory/consultative capacity only.
- 3.2.3 The Promotion Committee will nominate a Promotion Process Administrator to administer each promotion process.
- 3.2.4 The Promotion Committee will:
- * Have delegated responsibility from the Chief Officer for ensuring that any promotion process is conducted in a valid, reliable, fair, equitable and transparent manner;
 - * be pro-actively involved in coordinating any promotion process;
 - * Seek to ensure that no conflict of interest occurs in any process;
 - * give clear direction to the Promotion Process Administrator;
 - * not delegate its role; and
 - * hold responsibility for the security of all promotion processes.
- 3.2.5 The Promotion Committee will seek appropriate advice and expertise as and when required.
- 3.2.6 The Promotion Committee will endorse all:
- * Nominations of panellists and assessors;
 - * Assessment rationales and methodologies;
 - * Assessment tools and tool validations;
 - * Correspondence to applicants or potential applicants;
 - * Recommendations to the Chief Officer;
 - * Promotion project plans;
 - * Job and task analysis results;
 - * Identified criteria for assessment;
 - * Weighting of assessment tools; and
 - * Outsourcing of assessments or other required services.

3.2.7 The Promotion Committee will be responsible for endorsing a project plan for each promotion process and signing off each designated promotion process milestone before the process proceeds further.

3.3 Promotion Process Administrator

3.3.1 The Promotion Process Administrator shall:

3.3.1.1 in the first instance, be a uniformed Officer of rank equal to or higher than the position being called for. In the event that a uniformed Officer is unavailable, a suitably trained, experienced and qualified person may be appointed; and

3.3.1.2 as a minimum requirement:

- * receive appropriate training in assessment methodologies including as a minimum the Certificate IV Workplace Assessor (Plan, Conduct and Review Assessment) units;
- * knowledge of relevant SAMFS Development Frameworks; and
- * knowledge of the roles and duties of the ranks involved in the promotion process.

3.3.2 The Promotion Process Administrator will nominate to the Promotion Committee appropriately qualified/experienced personnel as assessors/panellists/job experts to:

- * Develop assessment rationales.
- * Develop assessment methodologies.
- * Develop assessment tools.
- * Conduct tool validations; and
- * Conduct promotion assessments.

3.3.3 The Promotion Process Administrator will ensure that applicants are advised in writing of the following:

- * Assessment methodologies to be used in the promotion process;
- * Availability of syllabus for assessment; and
- * Proposed process timetable (which may be subject to change).

3.3.4 The Promotion Process Administrator is responsible for ensuring that the promotion process (as a whole) adequately analyses and assesses against the requirements of the PID, including:

- * Key Outcomes
- * Essential Minimum Requirements; and
- * Desirable Characteristics.

3.3.5 The Promotion Process Administrator will develop and properly document a project plan for each promotion process.

3.3.6 The Promotion Process Administrator will ensure, in so far as possible, the security of the promotion process.

3.4 Assessment Panels

3.4.1 Assessment Panels will include as a member a person from the same rank as that being contested who understands the role and function of that rank.

- 3.4.2 Assessment panels will contain at least one panellist who possesses appropriate qualifications in assessment including as a minimum requirement the Certificate IV in Workplace Assessment and Training units; Plan, Conduct and Review Assessment.
- 3.4.3 all assessments will be validated by a suitably qualified Assessment Validator.
- 3.4.4 Assessment panellists are responsible to the Promotion Process Administrator.
- 3.4.5 each assessment panel will develop its assessment tool (as directed by the Promotion Process Administrator) for endorsement by the Promotion Committee.

4. **APPLICATIONS**

- 4.1 The calling of applications for promotion will be by issuance of a Memorandum, as directed by the Chief Officer.
- 4.2 The Memorandum may include:
 - * The title of the position(s) called for.
 - * The eligibility requirements for the position.
 - * To whom enquiries are directed.
 - * Type of assessment/s and weightings attributed that will be used and the proposed order of those assessments.
 - * If appropriate, where and when the syllabus can be obtained.
 - * Closing time, date and location for lodgement of applications; and
 - * The proposed timetable for the process.
- 4.3 Applicants must submit a written application to contest promotions. All claims made by the applicant must be able to be validated.
- 4.4 Applications received after the advertised closing time and date will not be considered.
- 4.5 Applications that are materially incomplete will not be considered.
- 4.6 The SAMFS will maintain a register of personnel who are eligible to contest any given promotions process. Applicants that do not meet the eligibility requirements for the position will not be considered.
- 4.7 All correspondence to applicants or potential applicants will be the responsibility of the Promotion Process Administrator, following endorsement by the Promotion Committee.

5. **ASSESSMENTS**

- 5.1 **Assessment Tools and Methodologies**
 - 5.1.1 all assessment tools and methodologies used to select the most meritorious candidates will be valid, reliable and equitable, flexible and fair, and transparent.

- 5.1.2 Assessments/assessment tools may include but are not limited to:
- * Application;
 - * Theory examination;
 - * Practical assessment with firefighters and appliances.
 - * Practical assessment without firefighters and appliances.
 - * Interview.
 - * Presentation/Role Play.
 - * Assessment centre.
 - * Operational Command simulation.
 - * Work Report.
 - * Referee Report; and
 - * Performance Management (appraisal) record.
- 5.1.3 each assessment tool used will not, so far as is possible, replicate what will be assessed in any other assessment tool in the promotion process.
- 5.1.4 Assessments will be the same for all candidates (recognising that it may be necessary to question candidates further to clarify their responses).
- 5.1.5 The Process Administrator will ensure the weightings of each assessment tool are valid and appropriate to the role and function of the position being contested. The Process Administrator will provide recommended weightings to the Promotions Committee for determination as part of the promotions project plan.

5.2 Assessment Marking

- 5.2.1 For each assessment tool approved for use within a given promotion process the Process Administrator will identify and recommend to the Promotions Committee an appropriate assessment methodology that includes the number of assessors, required qualifications and experience of assessors.
- 5.2.2 An Assessment Validator will ensure each assessor is marking consistently.
- 5.2.3 The Assessment Validator will not change an assessor's marks for a candidate to make them equal to another assessor's marks for the same candidate.
- 5.2.4 in calculating a candidate's final mark for each assessment, the marks from each assessor will be added to produce a total mark, which will then be averaged.

5.3 Carry Over Marks

- 5.3.1 Candidates will carry over all marks from each assessment stage to the next.
- 5.3.2 the marks from each assessment are weighted at the end of the process. The order of merit will be determined by aggregating the scores from each of the assessment processes and ranking all of the candidates' scores in descending order (with the highest score being deemed to be the most meritorious).

6. RECOMMENDATION / DECISION

- 6.1 The Promotion Process Administrator will prepare a final report which:

- * Summarises the promotion process including evaluation of:

- the validity, reliability and equity of the process
 - conflict of interest within the process
 - the effectiveness of security measures employed within the promotion process.
 - * Includes relevant documentation provided by the various promotion panels; and
 - * Includes a list of those candidates who have successfully completed all of the assessments in the promotion process in order of merit.
- 6.2 The final report will be presented to the Promotion Committee who will:
- * Review all of the information provided.
 - * Identify whether any issues relating to process validity, reliability and equity or conflict of interest or process security arose.
 - * If necessary instigate further review of the process.
 - * Provide recommendations to the Chief Officer regarding the outcome of the process; and
 - * Recommend to the Chief Officer for promotion, in writing, those candidates who have demonstrated on merit that they meet key outcomes, all of the essential requirements and to the greatest degree the desirable characteristics of the PID.
- 6.3 The Promotion Committee will develop a set of recommendations for the Chief Officer regarding the outcome of the process.
- 6.4 All Promotion Committee members will sign the recommendations that will be forwarded to the Chief Officer for decision.
- 6.5 The Chief Officer will consider the recommendations and may issue a Service Directive that nominates candidates in order of merit for promotion to fill vacancies.
- 6.6 For the purpose of filling additional vacancies the Chief Officer shall issue a Service Directive that lists, in alphabetical order, those recommended candidates who have not been nominated for promotion.
- 6.7 Candidates who have not been nominated for promotion may be subsequently nominated to fill vacancies that may occur using the order of merit determined from the promotion process.
- 6.8 Order of Merit
- 6.8.1 The Station Officer order of merit will cease to exist upon the call for the next promotion process, which will generally occur after 12 months.
- 6.8.2 The District Officer and Commander order of merit will cease to exist upon the call for the next District Officer or Commander promotion process.

7. **GRIEVANCE/APPEALS PROCESS**

- 7.1 Staff grievance procedures can be followed in accordance with the current Enterprise Agreement.
- 7.2 The *South Australian Metropolitan Fire Service Act* provides for a promotion appeal process under the auspices of the *SAMFS Act 1936* (as amended), Section 40A.