

FIREFIGHTING INDUSTRY EMPLOYEES (SOUTH AUSTRALIAN METROPOLITAN FIRE SERVICE) AWARD 2007

THIS IS A CONSOLIDATED AWARD OF THE INDUSTRIAL RELATIONS COMMISSION OF SOUTH AUSTRALIA MADE PURSUANT TO THE *FAIR WORK ACT 1994* AND IN ACCORDANCE WITH SCHEDULE 1 OF THE *STATUTES AMENDMENT (PUBLIC SECTOR EMPLOYMENT) ACT 2006*.

CLAUSE 1. AWARD TITLE

OPDATE 01:04:2007 on and from

This Award shall be known as the Firefighting Industry Employees (South Australian Metropolitan Fire Service) Award 2007.

CLAUSE 2. ARRANGEMENT

OPDATE 01:04:2007 on and from

This Award is arranged as follows:

Clause Title

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2. Arrangement
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CLAUSE 3. DEFINITIONS

OPDATE 01:04:2007 on and from

3.1 Aggregate wages means the weekly wage entitlements specified in Clause 13 Classifications and Wage Rates - plus two hours compulsory overtime at the ordinary rates of pay prescribed in clause 13.

- 3.2 Attendance** for the purpose of 19.3.3 and 19.4.1 means one working day for day workers, and either a day shift or a night shift attendance within a shift cycle for shift workers.
- 3.3 Firefighter** means a Firefighter (other than a Retained Firefighter), as provided for in the South Australian Metropolitan Fire Service Act.
- 3.4 Industrial Commission** means the Industrial Relations Commission of South Australia established pursuant to the *Fair Work Act 1994*.
- 3.5 Officer** means an Officer (other than Retained Firefighter), as provided for in the South Australian Metropolitan Fire Service Act.
- 3.6 Pay week** means any week commencing at 1800 hours on a Wednesday and finishing at 1759 hours on the following Wednesday.
- 3.7 Period of duty** for the purpose of recall in 14.2.4 means the period during which an employee is recalled to work at a station as a replacement for an employee who is absent.
- 3.8 Prescribed meal allowance** means the average of the breakfast and dinner allowances "not absent overnight" as prescribed in Commissioner's Standards 3.2 - Remuneration Allowances and Reimbursements, Clause 9 - Meal allowance as may be amended from time to time.
- 3.9 Prescribed mileage allowance** means the allowance as prescribed in Commissioner's Standards 3.2 - Remuneration, Allowances and Reimbursements, Clause 10 - Motor Vehicle as may be amended from time to time.
- 3.10 SAMFS** means the South Australian Metropolitan Fire Service.
- 3.11 Shift cycle** means the two day shifts followed by the two night shifts worked by **Officers, Firefighters** and Communications Centre Staff.
- 3.12 Union** means the United Firefighters Union of South Australia.

CLAUSE 4. DATE THE AWARD STARTS

OPDATE 01:04:2007 on and from

This Award comes into force from 1 April 2007.

CLAUSE 5. WHERE AND WHO THE AWARD COVERS

OPDATE 01:04:2007 on and from

5.1 This Award applies in South Australia.

5.2 This award relates to the industry of persons employed (other than Retained Firefighters) in the capacity of **Firefighters, Officers**, Communications Centre Staff, Breathing Apparatus Technicians and General Hands in the **Corporation**.

CLAUSE 6. RELATIONSHIP WITH OTHER AWARDS

OPDATE 01:04:2007 on and from

This Award supersedes the Firefighting Industry Employees Award 2002, but no right, obligation or liability accrued or incurred under such previous award will be affected.

CLAUSE 7. ENTERPRISE FLEXIBILITY PROVISIONS

OPDATE 01:04:2007 on and from

Where the **SAMFS** or employees wish to pursue an agreement at the enterprise or workplace about how this award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process shall apply:

- 7.1** A consultative mechanism and procedures appropriate to the size, structure and needs of the **SAMFS** or workplace shall be established.
- 7.2** For the purpose of the consultative process the employees may nominate the **Union** or another person to represent them.
- 7.3** Where agreement is reached an application shall be made to the **Industrial Commission**.

CLAUSE 8. WORK ORGANISATION

OPDATE 01:04:2007 on and from

- 8.1** Employees must undertake duties, including training, as directed within the limits of their competence.
- 8.2** In carrying out such duties the employee shall use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 8.3** Any direction issued by the employer pursuant to 8.1 and 8.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

CLAUSE 9. PROCEDURE TO AVOID INDUSTRIAL DISPUTES

OPDATE 01:04:2007 on and from

- 9.1** In the event of a dispute arising in the workplace, the procedure to be followed to resolve the matter will be as follows:
- 9.1.1** By the employee(s) and their immediate superior officer meeting and conferring on the matter; and
- 9.1.2** If the matter is not resolved at such meeting the parties shall arrange for further discussions between the employee(s) and his or her nominated representative, if any, and more senior levels of management.
- 9.1.3** If the matter is still not resolved discussions shall be held between representatives of the **SAMFS** and such other party as the **SAMFS** may decide and the **Union** or other employee representative.
- 9.2** If the matter cannot be resolved it may be referred to the **Industrial Commission**.
- 9.3** While the dispute resolution is being followed work will continue unless an employee has a reasonable concern about an imminent risk to his or her health.

CLAUSE 10. ANTI-DISCRIMINATION

OPDATE 01:04:2007 on and from

- 10.1** It is the intention of the respondents to this award to achieve the principal object in 3(m) of the *Fair Work Act 1994* through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 10.2** Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 10.3** Nothing in this clause is taken to affect:
- 10.3.1** Any different treatment (or treatment having different effects) which is specifically exempted under the State and Commonwealth anti-discrimination legislation;

- 10.3.2** Until considered and determined further by the **Industrial Commission**, the payment of different wages for employees who have not reached a particular age;
- 10.3.3** An employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
- 10.3.4** Nothing in this clause is to prevent:
- 10.3.4(a)** A matter referred to in 10.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position;
- 10.3.4(b)** A matter referred to in 10.1 from being reason for terminating a person's employment as a member of the staff of an institution that is conducted in accordance with the doctrines, tenet, beliefs or teachings of a particular religion or creed, if the employer terminates the employment in good faith in order to avoid injury to the religious susceptibilities of adherents of the religion or creed.

CLAUSE 11. CONTRACT OF EMPLOYMENT

OPDATE 01:04:2007 on and from

Employees under this Award will be employed as full-time employees or part-time employees. At the time of engagement an employer will inform each employee of the terms of their engagement, in particular, whether they are to be full-time or part time.

11.1 Part-time employment

The salary payable to a part-time employee is the full-time rate adjusted to the proportion of the actual hours worked.

CLAUSE 12. TERMINATION OF EMPLOYMENT

OPDATE 01:04:2007 on and from

12.1 Notice of termination by employer

- 12.1.1** In order to terminate the employment of an employee the employer shall give to the employee the period of notice specified in the table below:

<i>Period of continuous service</i>	<i>Period of notice</i>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 12.1.2** In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- 12.1.3** Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 12.1.4** In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

12.1.5 The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

12.2 Notice of termination by an employee

12.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

12.2.2 If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

12.3 Time off during notice period

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

CLAUSE 13. CLASSIFICATIONS AND WAGE RATES

OPDATE 01:10:2008 1st pp on or after

13.1 The weekly wages to be paid to employees for work performed in ordinary time shall be in accordance with the rates set out hereunder:

13.2 Officers

<i>Award classification</i>	<i>Total rate</i>
	\$
Station Officer Level 1	751.70
Station Officer Level 2	792.80
Station Officer Level 2A	806.80
District Officer	860.60
Fire Commander	921.10

The weekly wages to be paid to the Station Officer Level 2A shall apply only to those persons who held the rank of 'A' Grade Station Officer on 31 July 1991.

13.2.1 Subject to 13.2.2. and 13.2.3 day working Fire Commanders, Country Command Officers and Fire Safety Officers are not eligible for overtime or standby provisions (14.2 and 14.1.2).

13.2.2 Fire Safety Officers working overtime involving fire cause investigation within the metropolitan area of Adelaide (as defined under the *Planning and Development Act (SA) 1966*) are entitled to payment for such overtime worked at the rate of time and one half for the first three hours and double time thereafter.

13.2.3 Day working Fire Commanders, Country Command Officers and Fire Safety Officers required to attend incidents after normal working hours to provide assistance in a capacity other than their normal responsibility are entitled to the overtime provisions of 14.2.

13.2.4 Notwithstanding the provisions of 13.2.1, 13.2.2 and 13.2.3, officers supplied with vehicles on a 24 hour call out availability, including all periods of leave, are not entitled to overtime or standby in accordance with 14.2 and 14.1.2.

13.3 Firefighters, Marine Station and Communications Centre

13.3.1 Firefighter classifications

<i>Award classification</i>	<i>Total rate</i> \$
Trainee Firefighter	568.55
4th Class Firefighter	591.85
3rd Class Firefighter	601.15
2nd Class Firefighter	619.75
1st Class Firefighter Level 1	640.35
1st Class Firefighter Level 2	663.55
1st Class Firefighter Level 3	684.85
Senior Firefighter	708.15

13.3.2 Marine Station classifications

<i>Award classification</i>	<i>Total rate</i> \$
Marine Officer	708.15
Marine Operator	751.70

13.3.3 Employees who have successfully completed the relevant study modules and designated examinations, which will include but may not be limited to:

- Marine Engineer Driver 2;
- Master Class V,

shall be classified as "Marine Operator".

13.3.4 Communications Centre classifications

<i>Award classification</i>	<i>Total rate</i> \$
Communications Operator	684.85
Senior Communications Operator	708.15
Communications Officer	751.70
Senior Communications Officer	789.80

13.3.5 For employees included in 13.2 and 13.3, an allowance calculated at 31.83% on the respective total rates set out in this clause is paid instead of the shift allowances and work on weekend and public holidays penalty rates set out in 15.5.3 and 14.2.7.

13.3.6 Trainee **Firefighters** are not entitled to this allowance.

13.3.7 Wages for employees on day work are calculated on the basis that they are working shift work. Such employees are entitled to be paid the additional payment of 31.83% as detailed in 13.3.5 above.

13.3.8 An employee's aggregate wage will not be reduced when the employee is on paid leave.

13.4 Breathing Apparatus Technicians

<i>Award classification</i>	<i>Total rate</i> \$
Breathing Apparatus Technician Grade 1	
1 st Year	640.35
2 nd Year	643.55
3 rd Year	647.75
Breathing Apparatus Technician Grade 2	672.15

13.5 General Hands

<i>Award classification</i>	<i>Total rate</i> \$
General Hands:	
Under 16 years of age	347.95
At 16 years of age	385.15
At 17 years of age	426.95
At 18 years of age	468.85
At 19 years of age	506.05
At 20 years of age	534.05
General Hand – 1 st Year Adult	547.95
General Hand – 2 nd Year Adult	552.65
General Hand – 3 rd Year Adult	557.25

13.6 Safety net adjustments

The rates of pay in this Award include the safety net adjustment payable under the *2008 General Review of Award Wages and the Minimum Standard for Remuneration* [2008] SAIRComm 10. This safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such above Award payments include wages payable pursuant to enterprise agreements, certified agreements, currently operating enterprise flexibility agreements, workplace agreements, Award variations to give effect to enterprise agreements and over Award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under the existing or previous State Wage Case principles, including under the *2008 General Review of Award Wages and the Minimum Standard for Remuneration* [2008] SAIRComm 10 excepting those resulting from enterprise agreements or Award variations to give effect to enterprise agreements, are not to be used to offset safety net adjustments.

13.7 Eligibility for progression

- 13.7.1** Eligibility for all progression shall be on the basis of qualification by examination and/or assessment of skills acquired and utilised and training requirements, within the ambit of the rank or classification, and on such being certified to in writing as part of the assessment process.
- 13.7.2** Where assessment review is delayed by the failure of the **SAMFS**, the eligible date shall not be changed, and the increase, if any, will be paid retrospectively to that date.

13.8 Mixed functions

- 13.8.1** Where a **Firefighter** or Communications Operator is required to relieve a Senior **Firefighter** or Senior Communications Operator for four (4) hours or more on any day or shift he/she shall be paid at the rate of such higher grade for such day or shift. If he/she relieves the Senior **Firefighter** or Senior Communications Operator for less than four (4) hours he/she shall be paid at the higher rate for the time so worked.
- 13.8.2** A Senior **Firefighter** or Senior Communications Operator may be required to relieve a Station Officer or Communications Officer and when doing so for a period of four (4) hours or more on any day or shift, he/she shall be paid at the higher rate prescribed in this clause for such day or shift. If he/she relieves the Station Officer or Communications Officer for less than four (4) hours, he/she shall be paid at the higher rate for the time so worked.
- 13.8.3** Where an Officer is required to relieve an Officer of a higher rank for four (4) hours or more on any day or shift he/she shall be paid at the rate of such higher rank for such day or shift. If he/she relieves an Officer of a higher rank for less than four (4) hours he/she shall be paid the higher rate for the time so worked.
- 13.8.4** The provisions of subclause 13.8.3 hereof shall not apply in circumstances in which a Station Officer of a lower grade relieves or acts in the position of a Station Officer of higher grade.

13.9 Economic incapacity applications

Any employer or group of employers bound by an Award may apply to, temporarily or otherwise, reduce, postpone and/or phase-in the application of any increase in labour costs flowing from the *2008 General Review of Award Wages and the Minimum Standard for Remuneration* [2008] SAIRComm 10 on the grounds of serious economic adversity. The merit of such application will be determined in the light of the particular circumstances of each case and the impact on employment at the enterprise level of the increase in labour costs is a significant factor to be taken into account in assessing the merit of any application. A party making such an application must seek that the matter be referred pursuant to s 212(1) of the **Act**. It will then be a matter for the President to decide whether it should be dealt with by a Full Commission.

Any decision to temporarily postpone or reduce an increase will be subject to a further review, the date of which will be determined by the **Commission** at the time it decides any application under this provision.

An individual employer making an application pursuant to this provision may make a request that the hearing of the matter be conducted in private as contemplated in s 150 and/or that some or all of the evidentiary material produced in the case not be available for inspection as contemplated in s 159 of the **Act**. Any such request will be determined by the **Commission** in the circumstances of each case.

CLAUSE 14. PENALTY RATES

OPDATE 01:04:2007 on and from

14.1 Overtime

14.1.1 Requirement to work

The **SAMFS** may require an employee to work reasonable overtime at overtime rates.

14.1.2 Standby

14.1.2(a) An employee who is directed to hold themselves in readiness to be called back to work (standby) is paid a minimum of three hours at his or her ordinary hourly rate plus any penalty rate applicable to the period during which the employee was required to standby.

14.1.2(b) This provision only applies when the employee is **not** recalled.

14.1.2(c) The provisions relating to recall will apply when the employee is actually recalled. However, time reasonably spent in travelling to work in connection with a such a recall for an emergency incident is regarded as time worked.

See also 14.2.4 - Recall.

14.1.3 Break

An employee who is required to work overtime is allowed to have a paid break of twenty minutes between finishing their normal rostered hours of duty and the commencement of the overtime. If the overtime continues through normal tea and meal breaks the employee working the overtime is allowed to take such breaks (this does not apply if an employee is engaged on actual firefighting duties).

14.1.4 Meal allowance

A **prescribed meal allowance** is payable in the following circumstances:

- when an employee is required to work overtime for more than two hours and was not notified on the previous day or earlier; payment is also made for any subsequent meals;
- when an employee is required to work overtime prior to his or her normal commencement time and was not notified on the previous day or earlier;
- when an employee had been advised to work overtime, and has provided his or her meals and the overtime was cancelled and the meal(s) were therefore not required.

14.2 Officers, Firefighters, Marine Staff and Communications Centre

14.2.1 Overtime rate

When an employee is directed to work overtime, all time worked in excess of or outside the rostered hours, set out in clause 16 - Hours of work, is paid for at the rate of one and a half times the employee's normal rate for the first hour and twice the employee's normal rate for the remainder of the overtime. The employee will, wherever practicable, have a break off duty of at least eight hours after the completion of the overtime before reporting for duty again - without loss of ordinary time pay for any ordinary time not worked. Any time worked before that break has been completed is paid at twice the employee's normal rate.

14.2.1(a) All overtime worked on a Sunday is paid for at the rate of two times the normal hourly rate of the employee concerned.

14.2.1(b) All overtime worked on public holidays is paid at the rate of two and a half times the normal hourly rate of the employee concerned.

14.2.2 Calculation

14.2.2(a) In calculating overtime each **pay week** shall stand alone.

14.2.2(b) For the purpose of calculating overtime, the hourly rate is calculated by dividing the employee's ordinary weekly rate of pay (excluding all allowances) set out in Clause 13 Classifications and Wage Rates, by 38.

14.2.2(c) Overtime is calculated and paid to the next quarter of an hour.

14.2.3 Return from other location

14.2.3(a) An employee who returns from a job after the termination of their rostered hours of duty, is entitled to be paid overtime with a minimum payment of a quarter of an hour for the purpose of cleaning up and putting away his or her uniform.

14.2.3(b) An employee who returns to his or her station after having completed duties elsewhere within a period of fifteen minutes before the completion of his or her rostered hours of duty is entitled to reasonable time for cleaning up and putting away their uniform. For any time necessarily spent doing so after their rostered hours of duty he or she is entitled to be paid overtime.

14.2.4 Recall

14.2.4(a) An employee, who has left his or her place of employment, and is recalled to work after their normal rostered hours of duty, is to be paid for a minimum of three hours overtime. However, the employee is not required to work the full minimum three hours if the work the employee was recalled to perform is completed within a shorter period.

14.2.4(b) In the event that an employee has a subsequent recall during the three hours paid period, no additional payment will be made until the time actually worked exceeds three hours.

14.2.4(c) An employee recalled for duty at a place other than their home station is to be paid at overtime rates from the time he or she reports to their home station to pick-up their personal firefighting equipment.

See also 14.1.2 - Standby.

14.2.5 Recall meal allowance

14.2.5(a) An employee is entitled to a **prescribed meal allowance** for one meal when he or she is recalled for a day duty and is on duty before 1200 hours, the recall is in excess of three hours and the employee was not notified on the previous day or earlier that they will be required to work.

14.2.5(b) An employee is entitled to a **prescribed meal allowance** for one meal when he or she is recalled for a night duty and is on duty before 2000 hours, the recall is in excess of three hours and the employee was not notified on the previous night or earlier that they will be required to work.

14.2.6 Recall - transport of equipment

14.2.6(a) An employee who is recalled to work overtime at a place other than their home station and who is required by the **SAMFS** to transport their personal firefighting equipment from one station to another and return using their personal transport is entitled to be paid as follows:

14.2.6(a)(i) For the journey from their home station to the duty station at the commencement of the **period of duty** - the **prescribed mileage allowance**.

14.2.6(a)(ii) For the journey from the duty station to their residence at the end of the **period of duty** - at the **prescribed mileage allowance** and a travelling time allowance of fifteen minutes at the employee's ordinary hourly rate of pay for each eight kilometres travelled, calculated to the nearest eight kilometres. A minimum of fifteen minutes is payable.

14.2.6(a)(iii) For the journey from their residence to their normal station (or to another station to which they may be required to report) at the commencement of their next working shift - at the **prescribed mileage allowance**, and with a travelling time allowance of fifteen minutes at the employee's ordinary hourly rate for each eight kilometres travelled calculated to the nearest eight kilometres. A minimum of fifteen minutes is payable.

14.2.6(b) To calculate the allowance payable each journey shall stand alone.

14.2.7 Saturday Sunday and public holiday

All time rostered on Saturdays, Sundays and public holidays (not being Sundays) is paid at the following additional rates (but see 13.3.1 and 13.3.2):

	%
Saturdays	50
Sundays	100
Public holidays	150

14.2.8 Exclusions

All employees on a 24 hour call out availability who are supplied with a vehicle, including all periods of leave, are **not** entitled to be paid overtime and standby.

14.3 Breathing Apparatus Technicians and General Hands

14.3.1 Overtime rate

14.3.1(a) When an employee is directed by the **SAMFS** to work overtime, all time worked in excess of or outside the rostered hours, set out in clause 16 - Hours of work, is paid for at the rate of one and a half times the employee's normal rate for the first three hours and twice the employee's normal rate for the remainder of the overtime.

14.3.1(b) All overtime worked on a Sunday is paid at the rate of two times the normal hourly rate of the employee concerned. (see 25.1.2 for ordinary time worked on a public holiday.)

14.3.1(c) All overtime worked on public holidays is paid at the rate of two and a half times the normal hourly rate of the employee concerned.

14.3.1(d) For the purpose of calculating overtime, the hourly rate is calculated by dividing the employees ordinary weekly rate of pay (excluding all allowances) set out in clause 13 - Classifications and wage rates, by 38.

14.3.1(e) In calculating overtime each **pay week** shall stand alone.

CLAUSE 15. ALLOWANCES

OPDATE 01:10:2008 1st pp on or after (cl. 15.1, 15.2, 15.3 & 15.4 - SWC 2008)

15.1 Breathing Apparatus Technicians

Breathing Apparatus Technicians are entitled to an allowance of \$10.50 per week for supplying and maintaining tools ordinarily required in the performance of their trade work.

15.2 Fire Training Department Assistant

Senior **Firefighters** or **Firefighters** assisting in the Training Department as drill instructors or lecturers for recruit training only - an additional payment \$1.93 per shift or part thereof.

15.3 Officer in Charge - Shift Training Officer

An Officer in Charge of fire training on his/her shift at headquarters - an additional \$7.98 per **shift cycle**.

15.4 Training in breathing apparatus use

Where an employee in the course of training employees in the use of breathing apparatus spends a period of more than half an hour (in total) in smoke filled enclosed room during a shift - an additional \$6.16 for such shift.

15.5 Day working allowances**15.5.1** Senior Officers

15.5.1(a) District Officers and Fire Commanders appointed to day working positions shall be paid the following additional allowances based on the appropriate aggregate wage:

- at the commencement of day working duties - 3%;
- after one year on day work - 3.5%;
- after two years on day work and thereafter - 4%.

15.5.1(b) These allowances are only payable for the duration of the appointment and terminate when the employee returns to shift duties.

15.5.2 Station Officers, Firefighters and Control Room Operators

15.5.2(a) Station Officers, **Firefighters** and Control Room Operators appointed to day working positions shall be paid the following allowances based on the appropriate aggregate wage:

- at commencement of day working duties - 3%;
- after one year on day work - 3.5%;
- after two years on day work - 4%;
- after three years on day work - 4.5%;
- after four years on day work - 5%;
- after five years on day work - 5.5%.

15.5.2(b) These allowances are only payable for the duration of the appointment and terminate when the employee returns to shift duties.

15.5.3 Shift allowance

A shift worker working on a shift that falls between 1800 hours and 0800 hours on the next day shall, for work in ordinary time, be paid an additional payment at the rate of 15% of the employees rate of pay set out in clause 13 - Classifications and wage rates (but see 13.3.1 and 13.3.2).

15.5.4 Transfers, travelling and relieving - Firefighters and Officers

15.5.4(a) *Transfers*

- 15.5.4(a)(i)** If a transfer does not extend beyond eight **shift cycles** or is to provide cover for an employee who is on long service leave, recreation leave or authorised sick leave, the transfer is regarded as "relieving" (see 15.5.4(b)).
- 15.5.4(a)(ii)** If an employee is transferred to or from Port Pirie, Whyalla or Mount Gambier and as a result it is necessary for the employee to change their residence, the **SAMFS** will reimburse any removal expenses reasonably incurred.
- 15.5.4(a)(iii)** When an employee is transferred to any other Station by the **SAMFS** the employee will be reimbursed at the **prescribed mileage allowance** for the mileage that is in excess of the distance travelled between their residence and their new Station and the distance between their residence and headquarters (Adelaide) twice in each **shift cycle** for the duration of the transfer.
- 15.5.4(a)(iv)** Where an employee whose residence is within the Adelaide metropolitan area or Port Pirie is transferred from one of those locations to the other the following allowances are paid per **shift cycle**:
- 11 meals at the prescribed meal allowance; and
 - 448 kilometres at the prescribed mileage allowance.
- 15.5.4(a)(v)** If an employee is transferred from Port Pirie to Adelaide and owns their own home in Port Pirie the allowance is paid for up to four months. If the employee has rental accommodation in Port Pirie the allowance is paid for up to one month.
- 15.5.4(a)(vi)** If an employee is transferred from Adelaide to Port Pirie the allowance will apply until either the employee is transferred back to the Adelaide metropolitan area or the employee nominates Port Pirie as their residence.
- 15.5.4(a)(vii)** If an employee transfers at their own request the allowances are paid only if the employee has completed two years at the location he or she is transferring from.

15.5.4(b) *Relieving*

- 15.5.4(b)(i)** An employee is to be given 24 hours notice of the requirement to work on a different **shift cycle** and/or at another Station except in an emergency.
- 15.5.4(b)(ii)** The employee shall report for duty at the commencing time of the shift and is entitled to be paid any fares or mileage reasonable incurred in excess of that normally incurred travelling from their residence to their home Station.

- 15.5.4(b)(iii)** The excess mileage is paid at the **prescribed mileage allowance**. In addition the employee is entitled to a travelling time allowance paid at the rate of fifteen minutes at ordinary time rates for each eight kilometres travelled (paid to the nearest eight kilometres, with a minimum of fifteen minutes).
- 15.5.4(b)(iv)** If required, employees will transport their personal firefighting equipment. Where that occurs at the beginning and end of a period of relieving the employee is entitled to be paid as follows:
- at the **prescribed mileage allowance** for the mileage for the journey from their home station to their residence and from their residence to the duty station plus a travelling time allowance paid at the rate of fifteen minutes at ordinary time rates for each eight kilometres travelled (paid to the nearest eight kilometres, with a minimum of fifteen minutes).
- 15.5.4(b)(v)** For the purposes of calculating this allowances each journey shall stand alone.
- 15.5.4(b)(vi)** If an employee is directed for duty at another Station after reporting to their home Station and:
- if the employee is not provided with transport for the journeys involved; or
 - is required to transport his or her personal firefighting equipment from one Station to another using their own transport;
- the following allowances shall apply:
- at the commencement of the duty, payment at the **prescribed mileage allowance** for the mileage from the employee's home Station to the Station of duty;
 - at the end of the duty, payment at the **prescribed mileage allowance** for the mileage from the duty Station to their residence plus a travelling time allowance paid at the rate of fifteen minutes at ordinary time rates for each eight kilometres travelled (paid to the nearest eight kilometres, with a minimum of fifteen minutes);
 - at the commencement of the next duty at their home Station or any other Station, payment at the **prescribed mileage allowance** for the mileage incurred plus a travelling time allowance paid at the rate of fifteen minutes at ordinary time rates for each eight kilometres travelled (paid to the nearest eight kilometres, with a minimum of fifteen minutes).
- 15.5.4(b)(vii)** For the purposes of calculating this allowance each journey stands alone.
- 15.5.4(b)(viii)** An employee is entitled to be paid at ordinary time rates for any time spent travelling outside of the hours of duty set out in clause 16 - Hours of work, if the employee is unable to provide their own transport and is not provided with transport by the **SAMFS**.
- 15.5.4(b)(ix)** If an employee is required to relive in Port Pirie the allowances set out in 15.5.4(a) apply.

15.5.5 Fire watching duties

An employee engaged on fire watching duties for four hours will be paid the **prescribed meal allowance**. This shall not apply if light refreshments are provided by the **SAMFS**.

15.5.6 Ship watching duties

An employee engaged on ship watching duties between 1300 hours and 0800 hours will be paid the **prescribed meal allowance**. This shall not apply if a meal is provided by the **SAMFS**.

CLAUSE 16. HOURS OF WORK

OPDATE 01:10:2008 1st pp on or after (cl. 16.1.5(b) - SWC 2008)

16.1 Ordinary hours of work - Officers, Firefighters, Communications Operators and Marine staff**16.1.1** Shift cycle

16.1.1(a) The **shift cycle** for which the hours of duty operates shall be worked in two shifts in each 24 hours as follows:

- Day shift of ten hours from 0800 to 1800;
- Night shift of fourteen hours from 1800 to 0800 (next day).

16.1.1(b) In each day cycle the duty cycle for each particular shift of personnel is as follows:

- Two day shifts of duty followed by two night shifts of duty followed by four days off duty.

16.1.1(c) Any variation to this system of operation shall be by consent between the **SAMFS** and the **Union**.

16.1.2 Hours

16.1.2(a) The ordinary working hours for shift employees is 38 hours per week worked over a cycle of eight weeks for which a roster of hours of duty operates.

16.1.2(b) Employees will be rostered to work an average of 42 hours per week over an eight week period. Two of those hours will be paid for at one and a half times the employee's normal rate of pay (see below) and the other two will be designated as accrued leave and taken as such in conjunction with recreation leave entitlements.

Note: The hourly rate of pay for the rostered two hours overtime in this clause is to be calculated by dividing the ordinary weekly wage for the employee concerned in Clause 3 - Definitions, by 40.

16.1.3 Unauthorised absence

An employee is not entitled to payment in respect of any unauthorised absence from duty. The amount by which an employee's wage is to be reduced is to be calculated on an hourly basis by dividing his or her aggregate weekly wage by 40.

16.1.4 Shift roster

16.1.4(a) On appointment or promotion an employee will be allocated to a particular shift roster.

16.1.4(b) A roster of shifts, showing the staff allocated to each particular shift within the metropolitan area of Adelaide will be made by the employer and exhibited on the notice boards at each station in Adelaide. A separate roster will be made for and exhibited at Port Pirie.

16.1.5 Change of shift

16.1.5(a) An employee may be changed from one shift to another shift to cover short term shortages that may occur on that shift.

16.1.5(b) An employee required to change from one shift to another shift is entitled to an inconvenience allowance of:

- \$21.14 for Senior Firefighters/Firefighters;
- \$28.14 for Station Officers;
- \$35.26 for District Officers;

on each occasion that an employee is required to change from one shift to another shift.

16.1.5(c) An employee may be permitted to change his or her rostered shift with the approval of the officer in charge if the employee concerned arranges a suitable substitution with another employee. (The above allowance does not apply.)

16.1.5(d) An employee is not permitted to change his or her rostered shift with another employee who is on recreation leave.

16.1.6 Day work

16.1.6(a) The ordinary working hours for day workers shall be 38 hours per week.

16.1.6(b) Employees will be rostered to work an average of 42 hours per week over an eight week period. Two of those hours will be paid for at one and a half times the employee's normal rate of pay (see below) and the other two will accrue to entitle the employee to a rostered day off in each four week cycle, or as agreed between the **SAMFS** and the employee.

16.1.6(c) Except as provided for in 16.1.7 the ordinary hours of day workers are to be worked between 0700 hours and 1800 hours.

16.1.7 Day work shift - Fire Safety Department

Day workers in the Fire Safety Department may be rostered on shift which operates as follows:

- Tuesday from 0800 to 1600 hours;
- Wednesday to Saturday inclusive from 1600 to 2400 hours.

16.2 Breathing Apparatus Technicians and General Hands

16.2.1 Hours of work

16.2.1(a) The hours of work of Breathing Apparatus Technicians and General Hands are an average of 38 per week.

16.2.1(b) The average of 38 hours per week is to be worked by the employees working a 40 hour week; two of the hours shall accrue to provide a rostered day off in each four week cycle, or as agreed between the **SAMFS** and the employee.

16.2.2 Advice of rostered day off

16.2.2(a) The **SAMFS** will advise the employee entitled to a rostered day off at least four weeks in advance of the day he or she is to take off.

16.2.2(b) By agreement between the **SAMFS** and the employee, the rostered day off may be substituted for another day.

16.2.3 Effect of personal leave due to injury and sickness on rostered day off

An employee who is on personal leave on his or her rostered day off is not entitled to sick pay for that rostered day off. The employee's sick leave entitlement will not be reduced for sickness or injury on that day.

16.2.4 Personal leave due to injury and sickness before or after a rostered day off

An employee who is absent on personal leave on the working day immediately preceding or following a rostered day off must provide a medical certificate or other reasonable evidence as detailed in 19.3 covering the absence before payment for the sick leave will be made.

16.2.5 Public holiday falling on rostered day off

Where a public holiday falls on the rostered day off, the rostered day off will be on the day immediately before or after the public holiday.

16.2.6 Ordinary spread of hours of work

The ordinary hours of work are between 0730 and 1730 Monday to Friday inclusive, or as otherwise agreed between the **SAMFS** and the employee and shall not exceed eight hours a day.

CLAUSE 17. BREAKS

OPDATE 01:04:2007 on and from

17.1 Breathing Apparatus Technicians and General Hands**17.1.1** Meal break

An unpaid meal break of not less than twenty minutes and not more than 60 minutes will be allowed to be taken on each day between the hours of 1200 and 1400.

17.1.2 Morning break

A paid morning break of fifteen minutes will be allowed to be taken on each day from Monday to Friday inclusive between the hours of 1000 and 1030.

CLAUSE 18. ANNUAL LEAVE

OPDATE 01:04:2007 on and from

18.1 Terminating employment

If, after one months continuous service (in any service year) an employee leaves employment by giving the appropriate period of notice and is not terminated on disciplinary grounds (that is, lawfully leaves employment), the employee concerned is entitled to be paid at his or her ordinary rate of pay for the pro rata leave to which the employee is eligible (and which has not been taken). Such pro rata leave does not include leave loading.

18.2 Personal Leave due to injury or sickness during leave

An employee who becomes ill whilst on leave may, upon the production of a medical certificate from a medical practitioner certifying that the employee would have been unable to attend work for a period of at least three days, convert the period of the illness to personal leave - subject to the employee having sufficient personal leave credit to do so.

18.3 Breathing Apparatus Technicians and General Hands

18.3.1 Period of leave

18.3.1(a) Annual leave is to be taken at a time or times agreed between the employer and the employee. Notwithstanding the provisions of this clause and without the intention of disrupting continuous period(s) of annual leave, by agreement between the employer and employee, a full-time employee may take annual leave in single day periods not exceeding 10 days in any calendar year for the purposes of personal leave to care for a family member as set out in 21.

18.3.1(b) A period of 28 consecutive days paid recreation leave is allowed annually to every employee after twelve months continuous service (less the period of recreation leave).

18.3.1(c) If it is not practical to grant the employee the leave in one continuous period, the **SAMFS** may allow the leave in two periods - one of seven consecutive days and one (to be granted within one month of the end of the first period of seven days) of 21 consecutive days; where this is to occur the employee concerned will be notified within two months of becoming entitled to the leave.

18.3.1(d) The employee and the **SAMFS** may agree to other methods of taking leave.

18.3.1(e) If an employer and an employee fail to agree on a time (or times) for taking annual leave, or part of it, the employer may require the employee to take annual leave by giving the employee notice of the requirement at least 2 weeks before the period of annual leave is to begin.

18.3.1(f) To assist employees in balancing their work and family responsibilities, an employee may elect with the consent of the employer, to accrue and carry forward any amount of annual leave for a maximum of two years from the date of the entitlement.

18.3.2 Payment before going on leave

Before going on leave the employee is entitled to be paid the wages that will become due during the period of leave at the rate of pay that applies to the employee immediately before taking the leave. In addition the employee is to be paid leave loading calculated at the rate of 17.5% of their rate of pay. This loading is not payable to proportionate leave on termination or for days added for public holidays occurring during the period of leave.

18.3.3 Notice to take leave

An employee is not required to go on leave unless he or she has been given at least two weeks notice and all wages and allowances accruing whilst on leave are paid to the employee before he or she goes on leave.

18.3.4 Public holiday occurring during leave

If a public holiday occurs during a period of leave, an additional day of leave will be credited to the employee concerned.

18.4 Firefighters and officers

18.4.1 Shift operational staff

18.4.1(a) *Period of leave*

A period of 42 consecutive days paid recreation leave is allowed after twelve months of continuous service (less the period of recreation leave).

18.4.1(b) *Roster*

18.4.1(b)(i) This entitlement is to be taken in accordance with a recreation leave roster as agreed between the **Corporation** and the **Union**. The **Corporation** may, however, allow an employee to change his or her recreation leave period.

18.4.1(b)(ii) A roster of recreation leave to be granted to employees during a subsequent twelve month period will be prepared and displayed. That roster shall be adhered to so far as is practicable.

18.4.2 Day working operational staff

18.4.2(a) *Period of leave*

A period of 35 consecutive days paid recreation leave is allowed after twelve months of continuous service (less the period of recreation leave).

CLAUSE 19. PERSONAL LEAVE- INJURY AND SICKNESS

OPDATE 01:04:2007 on and from

19.1 Entitlement to personal leave

An employee (other than a casual employee) who has a personal leave credit:

- 19.1.1 Is entitled to take personal leave if the employee is too sick to work or;
- 19.1.2 Who is on annual leave, is entitled to take personal leave if the person is to sick to work for a period of at least 3 consecutive days. Personal leave so taken does not count as annual leave.

19.2 Accrual of personal leave entitlement

An employee's entitlement to personal leave accrues as follows and depends on how long he or she has worked for the **SAMFS** and accrues as follows:

19.2.1 Firefighters and Officers

19.2.1(a) **Firefighters** and Officers are entitled to 126 hours of personal leave for each completed year of service.

19.3.1(b) Leave not taken in any one service year will accumulate.

19.2.2 All other employees

19.2.2(a) Other employees are entitled to 80 hours of paid sick leave for each completed year of service.

19.3.2(b) Leave not taken in any one service year will accumulate.

19.2.3 Part-time employees

A part time employee accrues pro rata hours in accordance with the following formula:

$$\frac{76}{38} \times \text{average weekly ordinary hours over the previous 12 months.}$$

19.3 An employee's personal leave accumulates from year to year and any personal leave taken by the employee is deducted from the employee's personal leave credit.

19.4 **Conditions of payment of personal leave**

19.4.1 The employee is not entitled to payment for personal leave unless:

19.4.1(a) The employee gives the employer notice of the sickness as soon as practicable before his or her next rostered starting time, its nature and estimated duration before the period for which personal leave is sought begins (but if the nature or sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable and not later than 24 hours after the period begins, and given via telephone at the first opportunity); and

19.4.2 The employee is entitled to payment at the employee's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of personal leave.

19.4.3 Evidence supporting claim

19.4.3(a) For a continued absence of up to two **attendances** no evidence is required, provided that such absences do not exceed a total of five **attendances** in an anniversary year.

19.4.3(b) If any single absence is of more than three **attendances** in duration the employee must establish, by production of a medical certificate or statutory declaration, that illness occurred that required taking of personal leave.

19.4.4 The effect of workers' compensation

If an employee is receiving workers' compensation payments, he or she is not entitled to personal leave.

19.4.5 The effect of public holidays

A public holiday occurring during any period of personal leave of an employee entitled to public holidays, as prescribed by clause 25 - Public holidays, shall not be regarded as part of the personal leave.

CLAUSE 20. BEREAVEMENT LEAVE

OPDATE 01:04:2007 on and from

20.1 Entitlement to leave

An employee (other than a casual employee), on the death of a:

- **spouse**;
- parent;
- parent-in-law;
- sister or brother;
- child or step-child;
- household member,

is entitled, on reasonable notice, to leave up to and including the day of the funeral of the relative, three attendances as bereavement leave on any occasion on which a member of the employee's family listed above in Australia dies or outside of Australia if the employee attends the funeral. This leave is without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary shifts. For the purposes of this clause, the word **spouse** shall not include a spouse from whom the employee is separated but shall include a person who lives with the employee as a de facto spouse. This leave is additional to any other personal leave but does not accrue.

20.2 Evidence supporting claim

Proof of death must be furnished by the employee to the satisfaction of the employer, if requested.

20.3 Unpaid entitlement to leave

An employee may take unpaid bereavement leave by agreement with the employer.

20.4 Effect of other leave

This clause has no operation where the period of entitlement to this leave coincides with any other period of leave.

CLAUSE 21. PERSONAL LEAVE TO CARE FOR A FAMILY MEMBER

OPDATE 01:04:2007 on and from

21.1 Definitions

21.1.1 **Personal leave to care for a family member** means leave provided in accordance with this clause.

21.1.2 **Family** - the following are to be regarded as members of a person's family:

- (a) a spouse;
- (b) a child or step child;
- (c) a parent or parent in-law;
- (d) any other member of the person's household
- (e) a grandparent or grandchild
- (f) any other person who is dependent on the person's care.

21.1.3 **Personal leave** means leave provided for in accordance with clause 19.1.

21.2 Paid personal leave to care for a family member

21.2.1 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's **family** who need the employee's care and support:

- (a) due to personal injury; or
- (b) for the purposes of caring for a **family** member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency,

is entitled to up to 10 days or 76 hours in any completed year of continuous services (pro rata for part time employees) to provide care and support for each persons when they are ill.

21.2.2 By agreement between the employer and an individual employee, the employee may access an additional amount of their accrued **personal leave** for the purposes set out in this clause. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

- 21.2.3 The entitlement to use **personal leave to care for a family member** is subject to the employee being responsible for the care of the person concerned.
- 21.2.4 The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.
- 21.2.5 In normal circumstances an employee must not take **personal leave to care for a family member** where another person has taken leave to care for the same person.
- 21.2.6 The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of the absence.
- 21.2.7 The amount of **personal leave to care for a family member** taken is to be deducted from the amount of the employees **personal leave** credit.

21.3 Unpaid personal leave to care for a family member

- 21.3.1 Where an employee has exhausted all paid personal leave entitlements, an employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a **family** member who is ill or who requires care due to an unexpected emergency.
- 21.3.2 The employer and the employee shall agree upon the period of unpaid **personal leave to care for a family member** which may be taken.
- 21.3.3 In absence of the agreement between the employer and the employee, the employee is entitled to take up to two days (of a maximum of 16 hours) of unpaid leave per occasion, provided that notice and evidentiary requirements are met.

21.4 Single day absences

Single day absences may be taken for **personal leave to care for a family member** as provided for in clause 18.3.1.

21.5 Casual employees caring responsibilities

- 21.5.1 Casual employees are not entitled to **personal leave to care for a family member** or bereavement leave but subject to the notice and evidentiary requirements in 20 and 21.2, casuals are entitled to not be available to attend work, or to leave work:
- (a) to care for a member of their family who is sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - (b) upon the death of a **family** member.
- 21.5.2 The period for which the employee will be entitled to not be available to attend work for each occasion in clause 21.5.1 is:

- (a) the period agreed upon between the employer and the employee; or
 - (b) up to 48 hours (or 2 days) per occasion.
- 21.5.3 The casual employee is not entitled to any payment for the period of non-attendance under this clause.
- 21.5.4 An employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided under this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- 21.5.5 This clause does not intend to alter the nature of casual employment and is without prejudice to any parties' arguments about the nature of casual employment.

CLAUSE 22. PARENTAL LEAVE

OPDATE 01:04:2007 on and from

22.1 Definitions

In this clause, unless the contrary intention appears:

- 22.1.1 **Adoption** includes the placement of a child with a person in anticipation of, or for the purposes of, adoption.
- 22.1.2 **Adoption leave** means adoption leave provided under clause 22.3.4.
- 22.1.3 **Child** means a child of the employee or the employee's **spouse** under the age of one year; or
- means a child under the age of school age who is placed with an employee for the purposes of **adoption**, other than a child or step-child of the employee, or of the **spouse** of the employee, who has previously lived with the employee for a continuous period of at least six months.
- 22.1.4 **Eligible casual employee** means a casual employee employed by an employer during a period of at least 12 months, either:
- (a) on a regular and systematic basis for several period of employment; or
 - (b) on a regular and systematic basis for an ongoing period of employment,
- and who has, but for the pregnancy or the decision to **adopt**, a reasonable expectation of ongoing employment.
- 22.1.5 **Extended adoption leave** means adoption leave provided under 22.3.4(b).
- 22.1.6 **Extended paternity leave** means paternity leave provided under 22.3.3(b).
- 22.1.7 **Government authority** means a person or agency prescribed as a government authority for the purposes of this definition.
- 22.1.8 **Maternity leave** means maternity leave provided under 22.3.2.
- 22.1.9 **Medical certificate** means a certificate as prescribed in 22.5.1.
- 22.1.10 **Parental leave** means **adoption leave, maternity leave, paternity leave, extended adoption leave** or **extended paternity leave** as appropriate, and is unpaid leave.
- 22.1.11 **Paternity leave** means paternity leave provided under 22.3.3.
- 22.1.12 **Primary care-giver** means a person who assumes the principal role of providing care and attention to a **child**.

- 22.1.13 **Relative adoption** means the **adoption** of a **child** by a parent, a **spouse** of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).
- 22.1.14 **Short adoption leave** means **adoption leave** provided under 22.3.4(a).
- 22.1.15 **Special adoption leave** means **adoption leave** provided under 21.10.
- 22.1.16 **Special maternity leave** means **maternity leave** provided under 22.9.1.
- 22.1.17 **Spouse** includes a defacto spouse or a former spouse.

22.2 Employer's responsibility to inform

On becoming aware that:

- (a) an employee is pregnant; or
- (b) an employee's **spouse** is pregnant; or
- (c) an employee is adopting a **child**,

an employer must inform the employee of:

- (i) the employee's entitlements under this clause; and
- (ii) the employee's responsibility to provide various notices under this clause.

22.3 Eligibility for and entitlement to parental leave

- 22.3.1 Subject to the qualifications in 22.4, the provisions of this clause apply to full-time, part-time and **eligible casual employees** but do not apply to other employees.
- 22.3.1(a) For the purposes of this clause **continuous service** is work for an employer on a regular and systematic basis (including a period of authorised leave or absence).
- 22.3.1(b) An employer must not fail to re-engage a casual employee because:
- (i) the employee or the employee's **spouse** is pregnant; or
 - (ii) the employee is or has been immediately absent on **parental leave**.
- 22.3.1(c) The right of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- 22.3.2 An employee who becomes pregnant is, on production of the required **medical certificate**, entitled to up to 52 weeks of **maternity leave**.
- 22.3.3 A male employee is, on production of the required **medical certificate**, entitled to one or two periods of **paternity leave**, the total of which must not exceed 52 weeks, as follows:
- 22.3.3(a) An unbroken period of up to one week at the time of the birth of the child.
- 22.3.3(b) A further unbroken period of up to 51 weeks in order to be the **primary care-giver** of the **child** (to be known as **extended paternity leave**).
- 22.3.4 An employee is entitled to one or two periods of **adoption leave**, the total of which must not exceed 52 weeks, as follows:
- 22.3.4(a) An unbroken period of up to three weeks at the time of the placement of the **child** (to be known as **short adoption leave**).

22.3.4(b) A further unbroken period of up to 49 weeks in order to be the **primary care-giver** of the **child** (to be known as **extended adoption leave**).

22.4 Qualifications on entitlements and eligibility

22.4.1 An employee engaged upon casual or seasonal work is not entitled to **parental leave**.

22.4.2 An entitlement to **parental leave** is subject to the employee having at least 12 months of **continuous service** with the employer immediately preceding:

- (a) in the case of **maternity leave**, the expected date of birth; or otherwise
- (b) the date on which the leave is due to commence.

22.4.3 The entitlement to **parental leave** is reduced:

22.4.3(a) In the case of **maternity leave**, by any period of **extended paternity leave** taken by the employee's **spouse** and/or by any period of **special maternity leave** taken by the employee.

22.4.3(b) In the case of **extended paternity leave**, by any period of **maternity leave** taken by the employee's **spouse**.

22.4.3(c) In the case of **extended adoption leave**, by any period of **extended adoption leave** taken by the employee's **spouse**.

22.5 Certification required

22.5.1 An employee must, when applying for **maternity leave** or **paternity leave**, provide the employer with a medical certificate that:

- (a) names the employee or the employee's **spouse** as appropriate;
- (b) states that the employee or the employee's **spouse** is pregnant; and
- (c) states:
 - (i) the expected date of birth;
 - (ii) the expected date of termination of pregnancy; or
 - (iii) the date on which the birth took place,

whichever is appropriate.

22.5.2 At the request of the employer, an employee must, in respect of the conferral of **parental leave**, produce to the employer within a reasonable time a statutory declaration which states:

22.5.2(a) *Parental leave*

- (i) The particulars of any period of **parental leave** sought or taken by the employee's **spouse**, and where appropriate;
- (ii) That the employee is seeking the leave to become the **primary care-giver** of a **child**.

22.5.2(b) *Adoption leave*

- (i) In the case of **adoption leave**, a statement from a **Government authority** giving details of the date, or presumed date, of **adoption**; and

- (ii) That for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

22.6 Notice requirements

22.6.1 Maternity leave

22.6.1(a) An employee must:

- (i) Not less than 10 weeks before the expected date of birth of the **child**, give notice in writing to her employer stating the expected date of birth; and
- (ii) Give not less than four weeks notice in writing to her employer of the date of which she proposes to commence **maternity leave** stating the period of leave to be taken; and
- (iii) Notify the employer of any change in the information provided pursuant to 22.5 within two weeks after the change takes place.

22.6.1(b) An employer may, by not less than 14 days notice in writing to the employee, require her to commence **maternity leave** at any time within six weeks immediately before the expected date of birth. Such a notice may be given only if the employee has not given her employer the required notice.

22.6.2 Paternity leave

An employee must:

- 22.6.2(a) Not less than 10 weeks prior to each proposed period of **paternity leave**, give the employer notice in writing stating the dates on which he proposes to start and finish the period(s) of **paternity leave**.
- 22.6.2(b) Notify the employer of any change in the information provided pursuant to 22.5 within two weeks after the change takes place.

22.6.3 Adoption leave

An employee must:

- 22.6.3(a) On receiving notice of approval for **adoption** purposes, notify the employer of the approval and, within two months of the approval, further notify the employer of period(s) of **adoption leave** the employee proposes to take.
- 22.6.3(b) In the case of a **relative adoption**, so notify the employer on deciding to take a **child** into custody pending an application for **adoption**.
- 22.6.3(c) As soon as the employee is aware of the expected date of placement of a **child** for **adoption** purposes, but not later than 14 days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of **short adoption leave** to be taken.
- 22.6.3(d) At least 10 weeks before the proposed date of commencing any **extended adoption leave**, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

22.6.4 Unforeseen circumstances

An employee is not in breach of any of these notice requirements if the employee's failure to comply is caused by unforeseen or other compelling circumstances, including:

- (a) the birth occurring earlier than the expected date; or
- (b) the death of the mother of the **child**; or
- (c) the death of the employee's **spouse**, or
- (d) the requirement that the employee accept earlier or later placement of the **child**,

so long as, where a living **child** is born, the notice is given not later than two weeks after the birth.

22.7 Taking of parental leave

- 22.7.1 No employee may take **parental leave** concurrently with such leave taken by the employee's **spouse**, apart from **paternity leave** of up to one week at the time of the birth of the **child** or **adoption leave** of up to 3 weeks at the time of the placement of the **child**.
- 22.7.2 Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an employee may, instead of or in conjunction with **parental leave**, take any annual leave or long service leave to which the employee is entitled.
- 22.7.3 Paid personal leave or other paid absences are not available to an employee during the employee's absence on **parental leave**.
- 22.7.4 A period of **maternity leave** must be taken as one continuous period and must include, immediately following the birth of the **child**, a period of 6 weeks of compulsory leave.
- 22.7.5 Subject to 22.4 and unless agreed otherwise between the employer and employee, an employee may commence **parental leave** at any time within six weeks immediately prior to the expected date of birth.
- 22.7.6 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the **child**, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 22.7.7 Where leave is granted under 22.7.5, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
- 22.7.8 **Maternity leave** and **paternity leave** cannot extend beyond the **child's** first birthday.
- 22.7.9 **Adoption leave** cannot extend beyond the **child's** first birthday.
- 22.7.10 **Extended adoption leave** cannot extend beyond the first anniversary of the initial placement of the **child**.
- 22.7.11 Notwithstanding the provisions of this clause, employees eligible for **parental leave** have the right to request **parental leave** as consistent with 22.15.

22.8 Variation and cancellation of parental leave

22.8.1 Without extending an entitlement beyond the limit set by 22.3, **parental leave** may be varied as follows:

22.8.1(a) The leave may be lengthened once by the employee giving the employer at least 14 days notice in writing stating the period by which the employee requires the leave to be lengthened.

22.8.1(b) The leave may be lengthened or shortened by agreement between the employer and the employee.

22.8.2 **Parental leave**, if applied for but not commenced is cancelled:

(a) should the pregnancy terminate other than by the birth of a living **child**; or

(b) should the placement of a **child** proposed for **adoption** not proceed.

22.8.3 If, after the commencement of any **parental leave**:

(a) the pregnancy is terminated other than by the birth of a living **child** or, in the case of **adoption leave**, the placement of the **child** ceases; and

(b) the employee gives the employer notice in writing stating that the employee desires to resume work,

the employer must allow the employee to resume work within four weeks of receipt of the notice.

22.8.4 **Parental leave** may be cancelled by agreement between the employer and the employee.

22.9 Special maternity leave and personal leave

22.9.1 If:

(a) an employee not then on **maternity leave** suffers illness related to her pregnancy she is entitled to take leave under 19; or

(b) the pregnancy of an employee not then on **maternity leave** terminates after 27 weeks otherwise than by the birth of a living **child**,

she may take such paid personal leave as she is then entitled to and such further unpaid leave (to be known as **special maternity leave**) as a legally qualified medical practitioner certifies to be necessary before her return to work. Provided that the aggregate of paid personal leave, **special maternity leave** and **maternity leave** must not exceed the period to which the employee is entitled under 22.3.2 and she is entitled to take unpaid **special maternity leave** for such periods as a registered medical practitioner certifies as necessary.

22.9.2 Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, **special maternity leave**.

22.9.3 An employee who returns to work after the completion of a period of such leave is entitled to the position which she held immediately before commencing such leave, or in the case of an employee who was transferred to a safe job, to the position she held immediately before such transfer.

22.9.4 If that position no longer exists, but there are other positions available which the employee is qualified for and is capable of performing, she is entitled to a position, as nearly as possible, comparable in status and pay as that of her former position.

22.10 Special adoption leave

- 22.10.1 An employee who has received approval to **adopt** a **child** who is overseas is entitled to such unpaid leave as is reasonably required by the employee to obtain custody of the **child**.
- 22.10.2 An employee who is seeking to **adopt** a **child** is entitled to such unpaid leave not exceeding five days as is required by the employee to attend such interviews, workshops, court attendances or examinations as are necessary as part of the **adoption** procedure.
- 22.10.3 The leave under this clause 22.10 is to be known as **special adoption leave** and does not affect any entitlement under 22.3.
- 22.10.4 **Special adoption leave** may be taken concurrently by an employee and the employee's **spouse**.
- 22.10.5 Where paid leave is available to the employee, the employer may require the employee to take such leave instead of **special adoption leave**.

22.11 Transfer to a safe job - maternity leave

- 22.11.1 If, in the option of a legally qualified medical practitioner:
- (a) illness or risks arising out of the pregnancy; or
 - (b) hazards connected with the work assigned to the employee,
- make it inadvisable for the employee to continue her present work, the employee must, if the employer considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of **maternity leave**.
- 22.11.2 If the transfer to a safe job is not considered practicable, the employee is entitled, or the employer may require the employee, to take leave for such period as is certified necessary by a legally qualified medical practitioner.
- 22.11.3 Leave under this clause 22.11 will be treated as **maternity leave**.

22.12 Part-time work

An employee who is pregnant or is entitled to **parental leave** may, by agreement with the employer, reduce the employee's hours of employment to an agreed extent subject to the following conditions:

- 22.12.1 Where the employee is pregnant, and to do so is necessary or desirable because of the pregnancy; or
- 22.12.2 Where the employee is entitled to **parental leave**, by reducing the employee's entitlement to **parental leave** for the period of such agreement.

22.13 Communication during parental leave

- 22.13.1 Where an employee is on **parental leave** and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing **parental leave**; and

- (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing **parental leave**.

22.13.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of **parental leave** to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

22.13.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 22.13.1.

22.14 Return to work after parental leave

22.14.1 An employee must confirm the employee's intention to return to work, by notice in writing, to the employer given at least four weeks before the end of the period of **parental leave**.

22.14.2 On returning to work after **parental leave** an employee is entitled:

- (a) to the position which the employee held immediately before commencing **parental leave**; or
- (b) in the case of an employee who was transferred to a safe job, to the position which she held immediately before the transfer.

22.14.3 If the employee's previous position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee is entitled to a position as nearly as comparable in status and pay to that of the employee's former position.

22.15 Right to request

22.15.1 An employee entitled to **parental leave** pursuant to clause 22.3, may request the employer to allow the employee:

- (a) to extend the period of simultaneous unpaid leave provided for in clause 22.3.3(a) and 22.3.4(a) up to a maximum of eight weeks;
- (b) to extend the period of unpaid **parental leave** provided for in 22.3.2 by a further continuous period of leave not exceeding 12 months;
- (c) to return to work from a period of **parental leave** on a part-time basis until the **child** reaches school age,

to assist the employee in reconciling work and parental responsibilities.

22.15.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

22.15.3 The employee's request and the employer's decision made under 22.15.1(b) and (c) must be recorded in writing.

22.15.4 Where an employee wishes to make a request under 22.15.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from **parental leave**.

22.16 Termination of employment

22.16.1 An employee on **parental leave** may terminate their employment at any time during the period of leave by giving the required notice.

22.16.2 An employer must not terminate the employment of an employee on the ground of her pregnancy or an employee's absence on **parental leave**. Otherwise the rights of an employer in relation to termination of employment are not affected by this clause.

22.17 Replacement employees

22.17.1 A **replacement employee** is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on **parental leave**.

22.17.2 Before an employer engages a **replacement employee** the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

CLAUSE 23. JURY SERVICE

OPDATE 01:04:2007 on and from

23.1 An employee required to attend for jury service during their ordinary working hours will be reimbursed by the **Corporation** an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of the aggregate wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.

23.2 An employee shall notify the **SAMFS** as soon as possible of the date upon which they are required to attend for jury service.

23.3 The employee shall give the **SAMFS** proof of attendance, the duration of such attendance and the amount paid in respect of such jury service.

CLAUSE 24. LONG SERVICE LEAVE

OPDATE 01:04:2007 on and from

Long Service Leave will be in accordance with the provisions of the *Public Sector Management Act 1995*.

CLAUSE 25. PUBLIC HOLIDAYS

OPDATE 01:04:2007 on and from

25.1 Dayworkers

Employees shall be entitled to the following holidays without loss of pay:

- New Year's Day;
- Australia Day;
- Good Friday;
- Easter Saturday;
- Easter Monday;
- Anzac Day;
- Adelaide Cup Day;
- Sovereign's Birthday;
- Labour Day;
- Christmas Day;
- Proclamation Day.

CLAUSE 26. UNIFORM/CLOTHING ALLOWANCE

OPDATE 01:10:2007 1st pp on or after (s 99 review & SWC 2007)

26.1 Where required special clothing such as uniforms, overalls, caps is not laundered at the expense of the **SAMFS**, the employee shall be paid a laundry allowance of 24 cents per day or part thereof when on duty or \$1.21 per week, whichever is the lesser amount. The laundry allowance is not payable when the employee is on leave.

26.2 Such special clothing will remain the property of the **SAMFS**.

26.3 Where it is necessary that an employee be provided with gloves, protective clothing and safety equipment, the **SAMFS** must reimburse the employee for the cost of purchasing such items. The provisions of this clause do not apply where the items and equipment is supplied to the employee at the expense of the SAMFS; such items and equipment will remain the property of the **SAMFS**.

CLAUSE 27. POSTING OF AWARD

OPDATE 01:04:2007 on and from

This Award shall be exhibited by the **SAMFS** on its premises in a place accessible to all employees.

CLAUSE 28. INDEX OF FACILITATIVE PROVISIONS

OPDATE 01:04:2007 on and from

28.1 A facilitative provision is one which provides that the standard approach in an award provision may be departed from by agreement between the **SAMFS** and the **Union** and/or an employee, or the majority of employees, in the enterprise or workplace concerned.

28.2 Facilitative provisions in this award are contained in the following clauses:

<i>Clause title</i>	<i>Clause number</i>
Change of shift	16.1.5
Breathing Apparatus Technicians and General Hands:	
• Hours of work	16.2.1
• Advice of rostered day off	16.2.2
• Ordinary spread of hours of work	16.2.6
• Period of leave	18.4.1
Firefighters and officers roster	18.5.1(b)
Maternity leave - variation	19.7.2
	17.7.3
	19.7.5
Variation of period of parental leave	19.11

APPLICATIONS FILED

File No	Description of Document	Date Lodged
01639/2007	NEW AWARD New Award made and varied. Oupdate 01/04/2007.	28/03/2007
00043/2008	AWARD REVIEW S99 (See also 548/2008). Award varied. Cl. 13 Classifications & Wage Rates, Cl. 15 Allowances, Cl. 16.1.5 Change of Shift, Cl. 26 Uniform/Clothing Allowance re SWC 2007. Oupdate ppc 01/10/2007.	07/01/2008
00548/2008	AWARD VARIATION (See also 43/2008). Award varied. Cl. 13 Classifications & Wage Rates, Cl. 15 Allowances, Cl. 16.1.5 Change of Shift, Cl. 26 Uniform/Clothing Allowance re s 99 review & SWC 2007. Oupdate ppc 01/10/2007.	01/02/2008
00824/2008	AWARD VARIATION Award varied. Cl. 13.3.1 Firefighter Classifications, Cl. 13.5 General Hands re Minimum Standard. Oupdate ppc 01/01/2008.	13/02/2008
05882/2008	AWARD VARIATION Award varied. Cl. 13 Classifications & Wage Rates, Cl. 15 Allowances, Cl. 16.1.5 Change of Shift re SWC 2008. Oupdate ppc 01/10/2008.	16/09/2008