

**Metropolitan Fire and Emergency  
Services Board  
&  
United Firefighters Union  
Assistant Chief Fire Officers Agreement 2010**

**PART ONE – APPLICATION AND OPERATION OF AGREEMENT**

**1 TITLE**

This Agreement will be known as the Metropolitan Fire and Emergency Services Board, United Firefighters Union of Australia, **Assistant Chief Fire Officers Agreement 2010**.

**2 ARRANGEMENT**

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### **3 OBJECTIVES**

The objectives of this agreement are to develop a harmonious relationship between the parties including:

- Gains in productivity, efficiency and cost effective delivery of services
- Establishment of more varied and fulfilling jobs for employees, including agreed wage outcomes
- Job security for current and future employees
- Provision of a healthy and safe working environment, with due regard to the safety of employees and the public
- Achieving a safer community

### **4 DATE AND PERIOD OF OPERATION**

This Agreement shall come into force from the date it is approved by Fair Work Australia and remain in force until 30<sup>th</sup> September 2013.

The parties agree that all wages and conditions payable under this agreement shall be payable as if this agreement was in force from the 1st of July 2010. This includes backpay to the 1st of July 2010.

### **5 APPLICATION OF AGREEMENT AND PARTIES BOUND**

5.1 This Agreement covers, applies to and is binding on:

5.2 The Metropolitan Fire and Emergency Services Board (MFESB) and any successor, assignee or transmittee of all or part of the MFESB's business, or activities, (whether or not that successor, assignee or transmittee is engaged in the business of fire prevention or suppression.)

5.3 The United Firefighters Union of Australia (UFU) and

5.4 Its members and those employees of the MFESB eligible to be members who perform work that is or may be performed by an employee employed to perform the work of an Assistant Chief Fire Officer ("ACFO").

## **6 RELATIONSHIP BETWEEN AWARD AND AGREEMENTS**

### The Scheduled Award

- 6.1 The parties to this agreement are concerned to ensure that terms and conditions of employment and certain of the terms contained in the VFIEI Award as at 23 September 2005 form part of this agreement.
- 6.2 Accordingly, the terms of Schedule 4 (the Scheduled Award), including those terms of the VFIEI Award set out therein, form part of this agreement.
- 6.3 A reference to “employee” in the Scheduled Award includes an Assistant Chief Fire Officer.

### The VFIEI Award

- 6.4 Any variation to the VFIEI Award after 23 September 2005 is to have no effect for so long as this agreement remains in force. This Agreement is not to be read or interpreted in conjunction with any such variation.

### Relationship to other instruments

- 6.5 The terms and conditions of this Agreement (inclusive of the Scheduled Award) shall, to the extent permissible by law, apply to the exclusion of the terms or conditions contained in any other Award or Enterprise Agreement.
- 6.6 This agreement supersedes all the provisions in the MFESB/UFU Operational Staff Agreement 2005, the MFESB/UFU Inspectors Agreement 2002 and the previous common law contract that applied to ACFOs prior to the signing of this agreement.

### Interpretation

- 6.7 For the purpose of interpreting the provisions of the Scheduled Award and its incorporation into this agreement:
  - 6.7.1 It is to be presumed that a reference to ‘Award’ is a reference to this Agreement;
  - 6.7.2 The Scheduled Award is to be read as if it were binding on the parties to this Agreement and applied to each employee to which this Agreement applies;
  - 6.7.3 To the extent that there is any inconsistency between a term contained anywhere in Parts 1 to 5 of the Agreement and a

term in the Scheduled Award, the term contained in Parts 1 to 5 shall prevail; and

- 6.7.4 To the extent that any ambiguity or uncertainty arises because of the relationship between a term contained anywhere in Parts 1 to 5 of the Agreement and a term in the Scheduled Award, the term in the Scheduled Award shall be read down to remove any ambiguity or uncertainty.

## **7 VARIATION OF AGREEMENT**

Where it is agreed the parties bound by the Agreement may apply to vary the agreement or replace it with another agreement in accordance with the law.

## **PART TWO – CONSULTATION**

## **8 CONSULTATIVE PROCESS**

### **8.1 Consultation**

Consultation means the full, meaningful and frank discussion of issues/proposals and the consideration of each party's views, prior to any decision. Committees established for the purpose of implementing aspects of this agreement are part of the consultative process.

### **8.2 MFB / UFU Consultative Committee**

The parties agree to establish a MFB/UFU Consultative Committee comprising people involved in the decision making processes of both organisations.

The Committee's terms of reference, membership and working arrangements will be negotiated by the parties within six months of this agreement being lodged.

### **8.3 MFB UFU Consultation Committee**

- 8.3.1 The parties are committed to effective consultation and communication throughout the MFB. As a demonstration of that commitment, the parties have undertaken to establish an MFB UFU Consultation Committee to facilitate the implementation of this agreement and ongoing workplace reform.

- 8.3.2 The Committee comprises equal numbers of management and employee representatives as determined by the respective parties, and decision-making will be by consensus.
- 8.3.3 There is an obligation on Committee members to cooperate positively to consider matters that will increase efficiency, productivity, competitiveness, training, career opportunities and job security.
- 8.3.4 The Committee will program meetings on a regular basis and communicate the outcomes of meetings to employees covered by this agreement.
- 8.3.5 The respective parties, at their own initiative, may require the endorsement of their constituents in relation to proposals for change. No proposals for change arising from this agreement shall be implemented without referral to the MFB UFU Consultation Committee.
- 8.3.6 The aims of the MFB UFU Consultation Committee will be to:
  - 8.3.6.1 consult where provisions in this agreement require consultation
  - 8.3.6.2 monitor the implementation of this agreement
  - 8.3.6.3 consider and make recommendations regarding issues arising under this agreement
  - 8.3.6.4 provide a mechanism for employee input into the implementation of this agreement. Thus providing an opportunity to utilise employee knowledge and experience to provide a mechanism for improving communication and cooperation between the MFB and its employees.
- 8.3.7 The Committee may, by agreement, alter its size and/or composition or establish working parties to research and make recommendations on specific issues for determination by MFB UFU Consultation Committee at a later date.

## **9 OPERATION OF CONSULTATIVE COMMITTEES**

- 9.1 Consultative Committees convened under this agreement will meet at times and localities which cause the least disruption to the operations of the MFB.

- 9.2 All Committees established under this agreement are recommendatory in nature and will operate on the basis of consensus when developing recommendations.

## **10 INTRODUCTION OF CHANGE**

Where the employer wishes to implement change in matters pertaining to employment relationship in any of the workplaces covered by this agreement, the provisions of clause 8 will apply.

## **11 CONDITIONS FOR EMPLOYEES PARTICIPATING IN CONSULTATION ETC**

- 11.1 This clause applies to employees participating at any level of consultation referred to in this Agreement or participating in any meeting or forum (such as conciliation or hearings) pertaining to the employment relationship, to the relationship between the parties or arising under this Agreement.
- 11.2 Employees will be paid for all such time spent participating as if they were performing work during that time.
- 11.3 Where the UFU nominees are serving MFESB employees the following will apply:
- 11.3.1 When the employee is on duty arrangements will be made to facilitate his or her attendance at meetings.
- 11.3.2 When a meeting occurs while the employee is off duty, the employee will be paid for the time involved at double time rates, or at the employee's election taken as accrued leave.
- 11.3.3 UFU will normally limit participation by MFESB employees to no more than three on the basis that MFESB will not unreasonably withhold agreement to UFU requests for greater numbers of participants. Requests for more than three representatives must be agreed between the parties before the relevant meeting occurs.
- 11.3.4 When a UFU representative who is a MFESB employee travels to a meeting on days when the person is not on duty, the employee will be paid reasonable travel time between their place of residence and the meeting location.

## 12 DISPUTE RESOLUTION

- 12.1 This dispute resolution process applies to all matters arising under this agreement, which the parties have agreed includes:
- 12.1.1 all matters for which express provision is made in this agreement; and
  - 12.1.2 all matters pertaining to the employment relationship, whether or not express provision for any such matter is made in this agreement; and
  - 12.1.3 all matters pertaining to the relationship between the MFESB and UFU, whether or not express provision for any such matter is made in this agreement.

The parties agree that disputes about any such matters shall be dealt with by using the provisions in this clause.

- 12.2 To ensure effective consultation between the employer, its employee(s) and the union on all matters, the following procedure shall be followed in an effort to achieve a satisfactory resolution of any dispute or grievance:
- 12.2.1 Step 1 The dispute shall be submitted by the union and/or employee(s) to the employee's immediate supervisor.
  - 12.2.2 Step 2 If not settled at Step 1, the matter shall be submitted to the appropriate senior officer.
  - 12.2.3 Step 3 If not settled at Step 2, the matter shall be recorded. The matter shall be submitted to the appropriate delegated Industrial Representative of the employer for consultation.
  - 12.2.4 Steps 1 - 3 Must be concluded within a period of ten (10) consecutive days. Disputes are to be resolved at a local level wherever possible.
  - 12.2.5 Step 4 If the matter is not settled at Step 3, the dispute shall be formally submitted in writing to the Manager Employee Relations, setting out details of the dispute and, where appropriate, with supporting documentation. The Manager Employee Relations shall convene a meeting of the employer, employee(s) and the union within a period of one week (7 days)



of receipt of such submissions and endeavour to reach a satisfactory settlement.

12.2.6 Step 5 If the matter is not settled following progression through the disputes procedure it may be referred by the union or the employer to FWA. FWA may utilise all its powers in conciliation and arbitration to settle the dispute.

12.3 Notwithstanding the words contained in the above sub-clause, the steps of the procedure apply equally to a dispute raised by an employee, the union or Officer in Charge

12.4 While the above procedures are being followed, including the resolution of any dispute by FWA pursuant to clause 12.2.6, work must continue and the status quo must apply in accordance with the existing situation or practice that existed immediately prior to the subject matter of the grievance or dispute occurring. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause.

12.5 This clause shall not apply to a dispute on a Health and Safety issue.

12.6 A dispute may be submitted, notified or referred under this clause by the UFU.

12.7 A decision of FWA under this clause may be appealed. A dispute is not resolved until any such appeal is determined.

### **13 CONSULTATION OFFICER & DISPUTES REGARDING CONSULTATION AND CHANGE**

13.1 Any dispute from either party regarding consultation and change shall be dealt with in accordance with this clause and the dispute resolution clause of this agreement.

13.2 Where there is a dispute regarding consultation, before referring the matter to FWA either party may notify the Consultation Officer. The Consultation Officer is an independent person agreed to by the parties who is responsible for ensuring consultation proceeds pursuant to this agreement in a fair, timely and effective manner. The Consultation Officer is to act independently of either of the parties.

- 13.3 When a dispute has been notified to the Consultation Officer, the Consultation Officer shall arrange a meeting of the MFB CEO and the Secretary of the UFUA Victorian Branch (or their delegate) (each with one other person accompanying them if necessary having regards to the nature of the dispute). This meeting shall take place within 7 days of the Consultation Officer being notified of the dispute.
- 13.4 The Consultation Officer, the MFB and the Secretary shall attempt to resolve the dispute by consensus. They may decide to refer the matter for further consultation, decide that the matter is at an end or resolve it in another manner. If there is no resolution by consensus, either party may refer the matter to FWA pursuant to the dispute resolution clause.

#### **14 FAIRER VICTORIA REGIONS**

- 14.1 The parties recognise the need for the MFESB to make changes to align itself to the Fairer Victoria Regions as part of Victoria's revised emergency management arrangements. The MFESB will continue to facilitate the project through the existing committees involving UFU representation. The MFESB undertakes that this process will not adversely affect any of the terms and conditions that are applicable to employees that are covered by this agreement.
- 14.2 The MFESB will not unilaterally introduce any change that will impact on any of the terms and conditions of employees. The MFESB agrees that where they seek to make a change that may impact on any of the terms and conditions of employees, they will bargain collectively with the UFU in relation to these matters and will not implement any change without the agreement of the UFU.
- 14.3 The MFESB agrees that if they seek to introduce an additional classification level for employees, they will bargain collectively with the UFU in relation to the terms and conditions that will apply to any such classification level. Any proposed classification level identified by the MFESB must not impact on any work that is currently being performed by employees that are covered by this agreement, or could be undertaken by employees that are covered by this agreement.

#### **15 BUSHFIRES ROYAL COMMISSION REPORT**

- 15.1 The MFESB and UFU recognise the importance of the 2009 Victorian Bushfires Royal Commission report to the future of Victoria's fire service and emergency management arrangements and are committed to reviewing the recommendations in a timely manner.

- 15.2 The MFESB and UFU agree to bargain collectively in relation to any matter that arises out of the Royal Commission's report which seeks to change:
- 15.2.1 The entitlements and way work is carried out by employees covered by this agreement; or
  - 15.2.2 The employment relationship of employees covered by this agreement; or
  - 15.2.3 The relationship between the MFESB and UFU regarding agreements and entitlements covering the relationship between the MFESB and UFU pertaining to representation of the employees covered by this agreement.

## **16 ADVERSE REPORTS**

- 16.1 No adverse report about an employee shall be placed amongst the records or papers relating to an employee nor shall be noted thereupon unless the employee concerned has been shown the report, which shall be evidenced by his/her signature thereupon. If the employee so desires, his / her reply shall be in writing which, together with the adverse report, shall be placed amongst the records or papers relating to the employee thereon. An adverse report will contain a date, no longer than 24 months, after which the adverse report will cease to be relevant.
- 16.2 An adverse report means a report in writing which is placed in an employee's records, file or papers and which has been sent to the appropriate Officer alleging serious misconduct or a serious breach of discipline or a series of less serious acts of misconduct or breaches of discipline and which are likely to detrimentally affect an employee in his/her career in the service.
- 16.3 It may also include a report in writing alleging inefficiency in the service or a lack of diligence to discharge the responsibilities of the office held by an employee but shall not include:
- 16.3.1 Examination and marks given by a person appointed to conduct and or mark such examination for the Board.
  - 16.3.2 Failure in writing to recommend an employee for promotion by a person whose duty it is to make a general recommendation or otherwise for a determination on promotion.

## **17 CONTINUOUS IMPROVEMENT**

Subject to this agreement, the parties agree to continue to work towards making improvements in efficiency and productivity and providing safe, satisfying and rewarding employment for employees covered by this agreement. Such improvements will not be at the expense of maintaining a safe working environment or reducing public safety in any way.

## **PART THREE – EMPLOYMENT RELATIONSHIP**

## **18 HOURS OF WORK**

- 18.1 The MFESB wishes to continue the present arrangement which is that the ACFO and their Director agree on a balanced approach to hours of work.
- 18.2 It is recognised that ACFO's are expected to work as directed and as needed within an average of a 38 hour week.
- 18.3 In this connection, ACFO's are expected to manage their own diaries so that there is a balance between working time and time off.
- 18.4 The MFESB respects the right of ACFO's to balance their working time through compensatory time off on an individual basis for which approval will not be unreasonably withheld.
- 18.5 If an employee believes that they are unreasonably being expected to work additional hours, and compensatory time off is being unreasonably withheld, then the dispute resolution clause shall be applied.

## **19 ACTING UP AND RECALL ARRANGEMENTS**

At present there are eleven ACFO's to ensure the operational efficiency of the service. Priority recalls will be managed in accordance with the following:

### Priority Recall

ACFO's will be available for Priority Recall outside the normal hours of work on an equal rostered basis.

### Rostering Priority Recall

The Board will not roster the ACFO for a priority recall more frequently than one week in every three weeks averaged over the calendar year.

ACFO's will be available for priority recall for a maximum of 16 weeks per twelve month period. Requirements beyond this will incur a penalty payment. At all other times the ACFO's will be generally available for emergency response purposes.

Where an ACFO is rostered for recall for a time in excess of the agreed amount he or she will receive 10% of one week's notional salary for each week on recall in excess of 16 weeks up to a maximum of 18 weeks in a twelve month period commencing on the first day of January each year.

#### ACFO Obligations

When the ACFO is rostered for priority recall the ACFO will remain within 40 kilometres of the Melbourne Central Business District and remain in a condition fit for duty and will respond as required.

#### Additional Emergency Response

If the Chief Fire Officer is of the view that special circumstances exist which require recalling the ACFO, the ACFO will be liable to be recalled to provide assistance provided that the ACFO is contactable and is in a condition fit for duty.

If at any time, due to the absence of a substantive ACFO, the number of available ACFO's falls below 10 for more than two (2) weeks, an MFESB Commander will be appointed to act up to ACFO level to maintain the ACFO's priority recall roster.

In the event of loss of motor vehicle licence, this clause shall not apply and the entitlement to the use of the vehicle shall be suspended for the duration of the suspension of licence.

## **20 TRANSFER PROCEDURES**

- 20.1 The Parties recognise ACFOs are appointed to the MFESB and can be utilised and appointed to dedicated ACFO positions within the MFESB (inclusive of secondment/'acting up' positions where applicable).
- 20.2 In the event of such transfers between positions, the MFESB commits to consult with the ACFO concerned on the proposed transfer.
- 20.3 Any dispute about transfers or changes to an ACFOs work location shall be dealt with in accordance with the dispute resolution process of this agreement.

## **21 ESTABLISHMENT NUMBERS FOR ACFOS**

- 21.1 In order to meet the MFESB's statutory obligations the parties have agreed to an establishment number of a minimum eleven (11) ACFOs. This will ensure:
- 21.1.1 The health and safety of firefighters attending fires and incidents;
  - 21.1.2 The correct ratio of span of control for operational activities and supervision on the fire ground.
  - 21.1.3 Day to day executive management and supervision for non-operational activities.

## **22 REST AND RECLINE**

- 22.1 The MFESB have indicated that it is not their intention during the life of this agreement to require ACFOs to work on shift, however, the parties agree that in the event that an ACFO or equivalent classification is required to work in an on shift capacity he/she shall be permitted between the hours of 11.00 pm and 7.00 am to recline and sleep where there is no operational work to be done.
- 22.2 In accordance with past practices of recent years, operational work will be:
- 22.2.1 Limited and preplanned training that can only be conducted during the hours of 11.00 pm and 7.00 am.
  - 22.2.2 Limited and preplanned community safety matters that can only be conducted during the hours of 11.00 pm and 7.00 am, and accompanied by Victorian Police and other relevant authorities.
- 22.3 The MFESB will consult, prior to implementation, on pre-planned activities on a case by case basis.
- 22.4 It is the intention of the parties that during the hours of 11.00 pm and 7.00 am ACFOs will not be unnecessarily disturbed.

## **23 EMERGENCY RESPONSE OUTSIDE METROPOLITAN FIRE DISTRICT (MFD)**

- 23.1 The following conditions shall apply to those employees who form part of an MFESB taskforce to respond to emergencies outside the MFD and are unable to go home in between shifts. The provisions of this

clause shall apply only in circumstances of responding to emergencies outside the MFD and shall not apply in circumstances where responding in "buffer zones" pursuant to the MFESB/CFA Memorandum of Understanding Incorporating Joint Procedures and shall not otherwise affect or alter the terms of clause 16 - Overtime, Recall and Retention of the scheduled award.

23.1.1 Employees will be nominally allocated 14 hours "special accrued leave" for each calendar day or part thereof that they are out of the MFD on activities pursuant to this clause.

23.1.2 From that nominal allocation will be deducted the total hours from all shifts the employee would have ordinarily been rostered to commence on the days referred to in clause 23.1.1 above, whether or not those hours fell to be performed on those days. The remaining number of hours after the deduction referred to above is the employee's "special accrued leave" entitlement in respect of that particular taskforce participation.

23.2 An employee's "special accrued leave" will remain indefinitely, however at each twelve month anniversary of accruing the leave an employee may elect to cash in their "special accrued leave" at overtime rates of pay for the total amount "special accrued leave" or part thereof. Such option is to be advised at the time of applying for the entitlement.

23.3 Employees on return shall have a minimum break of 48 hours before commencing normal duties.

23.4 All living away from home/accommodation expenses incurred shall be paid in accordance with entitlements. Expenses exceeding normal entitlements and deemed reasonable will be reimbursed upon provision of evidence.

23.5 If an employee performs work pursuant to this clause for more than 14 hours in a calendar day or 14 hours continuously, all work in excess of that 14 hours shall be paid for at the rate of double time, calculated to the nearest quarter of an hour, subject to the employee's election pursuant to clause 16.1.2 of the Scheduled Award.

23.6 For the purposes of clause 23.5 only, "work" means and includes all time spent by an employee from when they leave the MFD or other specific muster point to attend an emergency response (including briefings) to when they arrive back at the MFD or muster point, excluding all time when they are stood down or otherwise not required.

23.7 The parties agree to review the conditions relating to deployment outside the MFD.

## **24 COMMUNITY SAFETY**

- 24.1 In accordance with Government policy in maximising community safety, the parties recognise that community safety is a core activity of the MFESB.
- 24.2 The parties acknowledge that ACFOs play a critical executive leadership role in facilitating community safety outcomes that maximise the capacity to save lives and minimise damage to property.
- 24.3 In the context of the above, the parties agree to continue to develop and implement programs that achieve the above objectives.

## **25 TECHNOLOGICAL CHANGE**

The parties recognise the speed and diversity of changes to technology and that the best results for the MFESB and its employees are achieved when technological change occurs through a cooperative and consultative process subject to this Agreement.

## **26 CAREER PATHS AND OPPORTUNITIES**

- 26.1 To be eligible for promotion to the rank of ACFO, applicants will be appointed on merit in accordance with the MFB Act.
- 26.2 The prerequisites for filling ACFO positions either temporary or permanently is that in accordance with the MFB Emergency Response Training Framework March 2010 the person should in accordance with the MFB procedures hold all levels of the Public Safety Training Package (Fire Sector) from Certificate II in Public Safety (Fire & Emergency Operations) to the Advanced Diploma of Public Safety (Firefighting Management).
- 26.3 The parties agree that the rank and promotional structures referred to in this Agreement are appropriate and will be maintained for the life of this Agreement, unless otherwise agreed. Key features of the ACFO position are set out in Schedule 2.

## **27 ATTENDANCE MANAGEMENT**

- 27.1 The parties have agreed to form an Absenteeism Working Party to discuss specific procedures for programs that could reduce levels of absenteeism.



- 27.2 The parties agree that ACFOs play an important executive leadership role in this organisational initiative.
- 27.3 Items to be considered by the Working Party will consist of the following:
- 27.3.1 Illness/Injury Identification
  - 27.3.2 Counselling Procedures
  - 27.3.3 Welfare
  - 27.3.4 Healthy Lifestyle Program
  - 27.3.5 Accrued Leave
  - 27.3.6 Educational Program
  - 27.3.7 Formalisation of shift-swap strategy
- 27.4 Via the Working Party, a strategy will be developed to identify those staff who are accessing an unusually high amount of sick leave which may include one or more of the above.
- 27.5 Further, the parties agree to develop an ongoing educational program to maximise employee attendance at work without any detriment to the health and/or safety of the employee.
- 27.6 The parties envisage that ACFOs and Commanders in conjunction with Senior Station Officers and Station Officers will assist in programs to reduce absenteeism.
- 27.7 To the extent that these measures are successful, after 12 months leave banks will be established and governed by a committee of peers to determine eligibility on a case by case basis.

## **28 OCCUPATIONAL HEALTH AND SAFETY**

The parties acknowledge the ever increasing uncontrolled environment that firefighters have to respond to in protecting the community. As such the parties agree that an efficient fire service is one which is cognisant of the importance of a safe working environment both in the context of emergency response and their working environment.

## **29 WAGES**

- 29.1 All employees covered by the terms of this agreement shall receive the following increase in wages. Such increase shall be paid in the following steps:

1 August 2010	3% increase
1 August 2011	3% increase +1.9% work value increase
1 August 2012	3% increase
1 August 2013	1.5% increase

- 29.2 These new wage rates shall be known as the enterprise rates. Detail of actual rates is contained in Schedule 1.
- 29.3 The wage increases provided for by this agreement absorb any minimum wage adjustments of Fair Work Australia that occur during the life of this agreement.

## **30 SALARY PACKAGING**

- 30.1 During the term of this agreement the parties agree to continue the salary packaging options currently available to employees. This will be undertaken in accordance with Government Guidelines. In the event that the Government policy changes during the life of the agreement the parties agree to recommence negotiations on this clause with a view to facilitating such change however, any such change or amendment to rectify the new circumstances shall be by agreement.
- 30.2 Employees covered by this Agreement shall be entitled to salary sacrifice up to 50% of their wages on initiatives agreed by the parties.
- 30.3 Employee payments on termination shall be based on their Superable Salary.

## **31 EMERGENCY RESPONSE VEHICLE**

In recognition of the operational responsibilities of ACFOs, the MFESB will provide the ACFO with a privately registered and fully maintained Emergency Response Vehicle (suitable for purpose and in line with current arrangements) that can be utilised by the ACFO for full personal and work related use, as long

as such use is in line with Government fleet policy that is in place at the time of signing this agreement. In the event that the Government fleet policy changes during the life of the agreement the parties agree to recommence negotiations on this clause with a view to facilitating such change however, any such change or amendment to rectify the new circumstances shall be by agreement.

## **32 DISABILITY INSURANCE COVER**

32.1 During the first six months of this agreement the parties agree to establish a committee to examine methods of further minimising risk encountered by ACFOs in their duties and to consider compensation for ACFOs and/or their families who suffer illness as a result of exposure to chemicals and contaminants and unavoidable risk etc during the course of exercising their profession.

32.2 The committee shall investigate options, adopt strategies to minimise the effects of exposure to chemicals and contaminants and unavoidable risk and may make appropriate recommendations to Government including any relevant legislative protection and where necessary compensation.

## **33 MFESB POLICIES**

The MFESB currently has a range of HR policies that effect employees covered by this agreement. HR policy that is dealt with elsewhere in the agreement may only be varied by agreement. Should the MFESB elect to modify, delete or add to existing HR policy then any change or addition will be subject of consultation pursuant to clause 8 of this agreement.

## **34 REGISTRY OF ATTENDED CALLS AND EXPOSURE**

34.1 The employer shall, upon the written request of any employee, promptly provide the employee with a list recording:

34.1.1 Each call attended by the employee and fire call history available electronically, and

34.1.2 Any available record of any hazardous material, chemical or other substance that they may have been exposed to at each such call.

34.2 The sole purpose of this clause and any information shall be for the welfare of employees. For the avoidance of doubt, it shall not be used for any discipline or counselling purpose.

## **35 ALLOWANCES**

Allowances specified in the Scheduled Award except for 12.1 and 12.4 shall not be applicable unless specified in the main body of the Agreement.

### **35.1 Meal Allowance**

An employee is entitled to be reimbursed for expenses reasonably incurred.

### **35.2 Expenses**

In accordance with custom and practice an employee who in the course of travel is required to travel on a toll road within Victoria will have the cost of such tolls exempted by the employer. Additionally, an employee who is required to travel interstate for business related matters will also have such cost exempted by the employer. To avoid any doubt, the parties agree that in the context of such exemption there shall be no cost to the employee.

35.3 The parties agree to continue the previous practice of reimbursing ACFOs for expenses incurred in connection with their employment.

35.4 The parties agree that in the event that the MFESB introduces a new core activity that requires additional skills to be obtained by all operational staff and such additional skills attracts an allowance then such allowance will also be payable to the classification of ACFOs.

## **36 HIGHER DUTIES**

36.1 An ACFO may be required to act in place of a Chief Fire Officer, Deputy Chief Fire Officer or other Director for a period not exceeding one (1) week.

36.2 An Officer who is required to act as Chief Fire Officer, Deputy Chief Fire Officer or other Director for periods in excess of those detailed in subclause 36.1 shall be paid an additional 10% for performing such duties.

36.3 The qualifying periods specified in clauses 36.1 and 36.2 shall apply for each instance of higher duties performed.

## **37 PERSONAL DEVELOPMENT**

37.1 The parties agree that an ACFO is required to continuously maintain the requisite knowledge and skill required to perform his or her obligations

as an senior operational executive of the MFESB and to perform at a level commensurate with the rank of an ACFO.

- 37.2 Where appropriate, the ACFO may be required to undertake professional development as arranged by the MFESB for the acquisition of a broader range of skills, capabilities and experience which would lead to the better performance of the ACFOs duties and better provision of service by the MFESB.
- 37.3 It is expected that an ACFO and his or her Director shall agree and document the performance expectations in accordance with the Position Description in Schedule 2 and Key Performance Indicators in Schedule 5.
- 37.4 It is expected that the ACFO and his or her Director will formally review these expectations and development actions at least twice per year.
- 37.5 The MFESB may, upon application by the ACFO, assist the ACFO to undertake additional professional development activities through the provision of such financial assistance or leave with or without pay as is determined by the Chief Executive Officer of the MFESB (**CEO**).
- 37.6 This clause shall not be used punitively or for disciplinary purposes.
- 37.7 Professional development opportunities will be shared equitably amongst ACFOs.
- 37.8 The employer shall grant an employee leave with pay for preparation and attendance and travel necessary for any examination or presentation ceremony associated with an approved course of study.
- 37.9 Reimbursement of the costs of fees and books shall be met by the employer on successful completion of each module/subject.
- 37.10 At all times leave is subject to work requirements and determined on that basis.
- 37.11 Emergency Medical Response (EMR)
  - 37.11.1 The parties agree that ACFOs should aspire to hold EMR qualifications held by other Operational Personnel. Undertaking the associated training will assist ACFOs in understanding the effect of the EMR role on the community and the firefighters undertaking the role.

## **38 SUPERANNUATION**

- 38.1 All employees covered by this Agreement are deemed to be operational for the purposes of membership of ESSS.
- 38.2 During the first six months of this agreement the parties agree to establish a committee to examine methods of improving entitlements under the ESSS scheme for employees. The committee may comprise, in addition to the MFESB and UFU, relevant stakeholders including representatives from other emergency services and unions and Government. The terms of reference shall be broad however one of the terms of reference will be the entitlements of employees who have achieved maximum benefit status.
- 38.3 Employees may salary sacrifice any employee contribution to ESSS. This will be done in accordance with Government Guidelines and the relevant State Government legislation as long as this does not remove the entitlement to salary sacrifice.

## **39 AMENITIES**

- 39.1 The employer shall provide at each work location such amenities as agreed between the union and employer such as:
- 39.1.1 A notice board in each workplace for posting by the employees' representative of notices about matters pertaining to the employment relationship.
- 39.1.2 Tea, coffee, milk and sugar will be provided at each location for use during meal and rest breaks. Facilities for preparing hot drinks shall be provided for all employees on duty outside the work location. Refreshments will be provided for employees on fire and/or salvage duty for three hours or more for which a break of thirty minutes shall be allowed.

## **40 JOURNEY ACCIDENT COVER**

The employer shall provide all employees covered by this agreement with Journey Accident Insurance to and from work to ensure that pre-injury average weekly earnings for time lost due to journey accidents are maintained for up to 52 weeks.

## **41 MAKE UP PAY**

- 41.1 The parties acknowledge that the UFU has made a claim in the MFB/UFU Operational Staff Agreement 2010 for income protection for those employees who have had their weekly entitlement reduced whilst on Workcover after 12 months.
- 41.2 In the event that the parties successfully negotiate such claim in the Operational Staff Agreement, the parties agree that the negotiated outcome will apply to this agreement.

## **42 TRANSMISSION OF BUSINESS**

- 42.1 Where a business is before or after the date of this agreement transmitted from the employer (in this sub-clause called 'transmitter to another employer (in this sub-clause called the 'transmittee') and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee;
- 42.1.1 The continuity of the employment of the employee shall be deemed not to have been broken by reasons of such transmission; and
- 42.1.2 The period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- 42.2 In this clause, qualified by the scope of this agreement, 'business' includes trade, process, business or occupation and includes part of any such business and includes any activities of the MFESB whether or not they form part of the identity of the MFESB's business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

## **43 TYPES OF ROSTER**

- 43.1 The MFESB have indicated that it is not their intention during the life of this agreement to require ACFOs to work on shift, however, the parties agree that in the event that an ACFO or equivalent classification is required to work in an on shift capacity, the ACFO will work according to the 10/14 roster system or any other agreed roster, in accordance with the Operational Staff Agreement 2010.

## PART FOUR – TYPES OF LEAVE

### 44 FAMILY FRIENDLY REVIEW

- 44.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- 44.1.1 the arrangement deals with when leave is to be taken in accordance with clause 37 ;
  - 44.1.2 the arrangement meets the genuine needs of the employer and employee in relation to the matter mentioned in paragraph (a); and
  - 44.1.3 the arrangement is genuinely agreed to by the employer and employee.
- 44.2 The employer must ensure that the terms of the individual flexibility arrangement:
- 44.2.1 are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - 44.2.2 are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - 44.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.
- 44.3 The employer must ensure that the individual flexibility arrangement:
- 44.3.1 is in writing; and
  - 44.3.2 includes the name of the employer and employee; and
  - 44.3.3 is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 44.3.4 includes details of:
    - 44.3.4.1.1 the terms of the enterprise agreement that will be varied by the arrangement; and



44.3.4.1.2 how the arrangement will vary the effect of the terms; and

44.3.4.1.3 how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

44.3.4.2 states the day on which the arrangement commences.

44.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

44.5 The employer or employee may terminate the individual flexibility arrangement:

44.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or

44.5.2 if the employer and employee agree in writing — at any time.

44.6 The employer agrees to provide the UFU with a copy of any individual flexibility arrangement within 7 days of the arrangement being entered into.

## **45 RECREATION LEAVE**

45.1 An employee shall be entitled to 5 weeks recreation leave per year plus a minimum of 11 public holidays.

45.2 No Employee covered by this Agreement will be allowed to work for the MFESB during any period of recreation leave including Long Service Leave. Any employee who uses Bereavement Leave or Sick Leave during a period of Recreation Leave shall extend the Recreation Leave

or shall be recredited by the period of time he / she is on Bereavement Leave and, or, Sick Leave.

- 45.3 An employee who uses sick leave of one hour/week or more shall extend the Long Service Leave or shall be recredited by the period of time he/she is on Sick Leave.
- 45.4 If an employee is required to work, or is rostered for priority recall, on any day which is a public holiday under the Public Holidays Act 1993, the employee will be entitled to an additional day's paid recreation leave. The current practice of accruing such leave on an hour for hour basis will continue.

#### **46 PRESSING NECESSITY LEAVE**

- 46.1 Leave of absence of up to four days on full pay shall be granted to any employee on account of the illness of his or her spouse, child, father, mother, brother, sister or grandparent or his or her spouse's father, mother, brother, sister, grandparents or in any other case where in the opinion of the MFESB special circumstances exist.
- 46.2 Where in circumstances or in respect of a period not provided for in Clause 46.1 the MFESB is satisfied that, on account of pressing necessity, leave should be granted to an employee the employer shall grant such leave on full pay.
- 46.3 The employer has the right to request that evidence be provided to support applications for leave in accordance with this clause.
- 46.4 Where an application for leave in accordance with this clause is declined a grievance in relation to the refusal to grant leave may be initiated by an employee representative for review by the Manager, Personnel (or nominee). It is the intention of the parties that the respective nominees shall be the same person on each occasion to ensure consistency and confidentiality.

#### **47 DEFENCE FORCE LEAVE**

- 47.1 Leave of absence with pay may be granted for fourteen days in any year to any employee who is a voluntary member of the Citizen Forces for the purpose of attending an annual training camp, and a further four days a year for the same purpose on the certification of the Commanding Officer of the particular service unit concerned that such additional days are required.

47.2 Where additional days are required for the purpose of service or travelling, requests for additional time off work shall be granted.

#### **48 CARER'S LEAVE**

An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with clause 17.1.5 of the scheduled award any sick leave entitlement for absences to provide care and support for such persons when they are ill.

#### **49 BEREAVEMENT LEAVE**

49.1 An employee is entitled to three days Bereavement Leave on any occasion on which a member of the employees' immediate family or household in Australia dies or when the death occurs outside Australia and the employee travels outside Australia to attend the funeral. In circumstances not covered under this clause, leave to attend the funeral of other family members shall be considered at the discretion of the MFESB.

49.2 All applications will be treated in an equitable and consistent manner.

49.3 Bereavement Leave is available to be taken up to and including the day after the funeral.

49.4 The employer may require the employee to provide satisfactory evidence of the death of the family member of the employees' immediate family or household. Evidence may also be required to verify attendance at a funeral outside Australia.

#### **50 PARENTAL LEAVE**

50.1 The provisions of the Scheduled Award shall be the minimum entitlement for paid Parental Leave.

50.2 If, during the life of this agreement, the Victorian government implements improvement to the Parental Leave provisions applying to non executive staff in the Victorian public sector (whether through legislation, agreement or policy announcement), the parties agree that such changes shall apply to employees covered by this agreement, from the same date that they apply to non-executive staff in the Victorian public sector.

## **51 LEAVE WITHOUT PAY**

- 51.1 Where an employee requests leave without pay, such application for leave without pay shall be considered at the discretion of the Chief Executive Officer. Such employee who requests leave without pay and is granted such leave shall not accrue leave entitlements during such period of absence.
- 51.2 All applications will be treated in an equitable and consistent manner.

## **PART FIVE – GENERAL**

## **52 NO EXTRA CLAIMS**

- 52.1 The union will make no extra claims prior to the nominal expiry date of the Agreement
- 52.2 The MFESB will make no extra claim prior to the nominal expiry date of the Agreement.
- 52.3 The power of Fair Work Australia to arbitrate, granted by this agreement, does not extend to matters that are extra claims, or, to change defined at Clause 8 about a matter outside the scope of this agreement.

**EXECUTED as an Enterprise Agreement**

**SIGNED on behalf and with the authority of  
the METROPOLITAN FIRE AND  
EMERGENCY SERVICES BOARD by:**

Signature of the Authorised Person: \_\_\_\_\_  
Name in Full: \_\_\_\_\_  
Address: \_\_\_\_\_  
Explanation of Authority: \_\_\_\_\_

In the presence of this Witness

Signature of Witness: \_\_\_\_\_  
Name in Full: \_\_\_\_\_  
Occupation: \_\_\_\_\_  
Address: \_\_\_\_\_

On this date: \_\_\_\_\_

**SIGNED on behalf of and with the authority  
of the UNITED FIREFIGHTERS UNION by:**

Signature of Authorised Person: \_\_\_\_\_  
Name in Full: \_\_\_\_\_  
Address: \_\_\_\_\_  
Explanation of Authority: \_\_\_\_\_

In the presence of this Witness

Signature of Witness: \_\_\_\_\_  
Name in Full: \_\_\_\_\_  
Occupation: \_\_\_\_\_  
Address: \_\_\_\_\_

On this date: \_\_\_\_\_

## SCHEDULE 1 – REMUNERATION

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	<b>Current Annual Wage</b>	01-Aug-10 3%	01-Aug-11 3% +1.9%	01-Aug-12 3%	01-Aug-13 1.5%
<b>Commencement rate (paid on appointment)</b>	\$145,800.00	\$150,174.00	\$157,618.13	\$162,346.67	\$164,781.87
<b>First Increment (no later than 12 months after appointment)</b>	\$153,900.00	\$158,517.00	\$166,374.69	\$171,365.93	\$173,936.42
<b>Full substantive rate (no later than 24 months after appointment)</b>	\$162,000.00	\$166,860.00	\$175,131.25	\$180,385.19	\$183,090.97

## **SCHEDULE 2 – ACFO POSITION DESCRIPTION**

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The role of an Assistant Chief Fire Officer in the MFB is two fold;

- Part A - Executive Manager of various MFB departments and projects and;
- Part B - Senior Operational Emergency Management Executive.

### **PART A - EXECUTIVE MANAGER ROLE OF ACFO**

#### **PRIMARY OBJECTIVES**

- Manage with a high level of authority, autonomy and accountability.
- Co-ordinate the management and development of activities within the various departments.
- Create an environment of forward thinking and a willingness to accept change and the achievement of excellence.
- Develop the skills and willingness of the various subordinates to accept higher accountability and authority;
- Develop and implement training, administration, fire safety and fire prevention strategies, practices and procedures;
- Introduce and achieve effective use of effective information technology;
- Create effective administrative and management practices and procedures;
- Manage a range of services and functions undertaken to ensure they are carried out in the most efficient and effective manner in accordance with MFB policies and procedures.
- Provide expert advice for senior management and the Board on matters that effect the various departments relative to legislative change and facilitate responses to government policy makers and the community.
- Review and recommend changes to fire safety policies, procedures and practices
- Ensure the development of all legislation pertaining to Fire Safety and Emergency Management safety principles meets MFB and Community Safety objectives.
- Provide policy direction and a consistent and coordinated approach to risk management to the Board, Government, emergency responders and wider community, to minimise death, injury and property loss caused by fire and other incidents.
- Integrate quality, risk and Occupational Health and Safety in all MFB activities and projects.
- Ensure all MFB services are accessible to all members of the community.
- Develop strategic alliances with local government, other emergency service organisations and the private sector to influence public attitude and behaviour on a range of injury prevention issues.
- Provide high quality information, advice to regulatory policy makers and legislative drafters.
- Assist in the development and mentoring of staff and other stakeholder agencies associated with Emergency Management issues.
- Plan and coordinate the budgeting, forecasting and financial scheduling requirements of the various departments.

## **ORGANISATIONAL / ENVIRONMENT**

### **Reporting Relationships**

**Supervisor:** CEO/CO/Director

**Lateral:** Other departmental Executive Managers.

**Subordinates:** Relevant Managers, Commanders, Senior Station Officers, Station Officers and Administration Officers.

### **MAJOR FOCUS OF POSITION**

The Major focus of the position is to:

- Provide leadership and expert advice to management and specialist departments to ensure appropriate service delivery, strategic planning and policy development occurs to fulfil the MFB's legislative obligations.
- Enable senior operational influence on MFB organisational decision making.
- Increase coordination of inter-agency liaison activities necessary to achieve appropriate emergency management obligation within legislation and agency partnering arrangements.
- Provide expert advice and guidance to fire safety practitioners responsible for safety in buildings and in high hazard operations by ensuring compliance with relevant Legislation, Codes and Standards.
- Oversee and provide advice on technical matters relating to fire and incident safety and preparedness to ensure effective risk management/safety principles and legislation apply.
- Develop and implement major organisational initiatives and change
- Prepare, submit and manage the yearly budget for the various departments and multiple Cost Centres.
- Represent the Australasian Fire & Emergency Services Authorities Council (AFAC) and MFB on various national and state committees develop legislation, standards, codes and policy to promote national emergency service and Board policies and views.
- Provide advice to industry and other key stakeholders to achieve adequate provision of emergency and fire safety systems for the safety of occupants, MFB firefighters, the community and environment.
- Represent the MFB as required on a range of management, planning and policy committees.

### **QUALIFICATIONS, SKILLS AND EXPERIENCE**

Possess formal management qualifications and extensive professional experience in a range of emergency service disciplines.

Possess management qualifications and extensive experience and achievement in leading, motivating, developing and counselling staff at a senior level within an organisation.



Possess substantial experience in leading and managing organisational innovation and change.

Possess and demonstrate a broad range of highly developed managerial and leadership competencies such as project management, community engagement and budgeting.

Detailed knowledge of Emergency Planning, Risk Management, Health and Safety, the Environment, and Fire Safety related issues such as governing acts as well as building and construction and the effects there on of fire and other emergencies.

## **PART B – SENIOR OPERATIONAL EMERGENCY RESPONSE ROLE OF ACFO**

The ACFO plays an intrinsic part in the MFB's operational emergency response role. The main operational objectives are to achieve life safety, property protection, continuation of business, and avoidance of major losses, diminution of public anxiety and preservation of the environment.

The emergency response role of Assistant Chief Fire Officer takes precedence over the responsibility of an Executive Manager when an event of significant magnitude activates a response during normal working hours. The ACFO shall, as required by the responsibility of a priority recall duty roster, be available for up to sixteen (16) times per year (or as agreed) in one week 24 hour/day blocks, to be available for MFB business in addition to normal business and from time to time respond outside normal working hours to operational queries and fires or significant incidents as requested. This facilitates the protection of life, property and environment, incident management and the occupational health and safety of staff.

### **PRIMARY OBJECTIVES**

- Co-ordinate the management, development and skills maintenance of operational personnel.
- Monitor, manage and participate in ongoing development of the competencies and knowledge requirements of an Assistant Chief Fire Officer in the MFESB.
- Display on an ongoing basis, appropriate leadership competencies, behaviours and attitudes across the organisation and in situations outside normal department responsibilities expected of an Executive Operational Fire Service Officer.
- Represent the MFB as an Executive Operational Fire Service Officer both within Australia and overseas.
- Implement the requirements of the MFB Act and the Emergency Management Act and other Acts with the delegation of the Chief Officer within the Metropolitan Fire District and other parts of Australia as tasked.
- Monitor and maintain an ongoing appreciation of all departments' responsibilities and corporate issues and have the competency to undertake at short notice, any of the positions currently occupied or capable of being occupied by an Officer of Assistant Chief Fire Officer rank.
- Provide a consistent and coordinated approach to risk management for the benefit of emergency responders and the wider community to minimise death, injury and property loss from fire and other incidents.

- Assist in the development, mentoring and skill maintenance of operational fire services staff.

## **ORGANISATIONAL / ENVIRONMENT**

### **Reporting Relationships**

**Supervisor:** Superior Ranks - Chief Officer, Chief Fire Officer and Deputy Chief Fire Officers.

**Lateral:** Assistant Chief Fire Officers

**Subordinates:** Commanders, Senior Station Officers, Station Officers and Fire Fighting Staff.

## **MAJOR FOCUS OF POSITION**

Respond to, and take charge of major fires and incidents in accordance with the MFB Act and the Emergency Management Act and other Acts as required.

Administer the requirements of the MFB Act commensurate with the rank of Assistant Chief Fire Officer.

Administer the requirements of delegations of the Chief Officer as prescribed.

The major focus of the position is to provide leadership, command and control and logistics management to ensure appropriate service delivery at fires and incidents, to fulfil the MFB's obligations under the Act.

The major activity of the position is the development and application of fire fighting strategy and tactics as the Incident Controller, or member of an Incident or Emergency Management Team, the coordination and deployment of MFB resources and inter-agency liaison activities.

The position oversees and advises on health and safety and, technical matters relating to fire and incident safety to ensure current and effective risk management and safety principles are applied in accordance with the OH&S Act.

The incumbent assists in the promotion and marketing of emergency response activities, direct reporting to government officials, including media relations as required.

Monitor and implement critical incident stress management for all staff.

## **QUALIFICATIONS, SKILLS AND EXPERIENCE**

Possess the relevant knowledge, skill and application and senior operational experience to assume the rank of Assistant Chief Fire Officer.

Mandatory Fire Prevention and Operational Fire-fighting competencies in accordance with all Levels 1 through to Level 6 of the Australian Fire Competency standards and all levels of the Public Safety Fire Qualifications from Certificate Two to Advanced Diploma (or equivalent) (refer UFU / MFB agreed Training Framework).

Possess formal fire science qualifications supported by extensive professional experience in a range of emergency response disciplines.

Possess management qualifications and/or extensive experience and achievement in leading, motivating, developing and counselling staff at an executive level within an organisation.

Possess and demonstrate a broad range of highly developed managerial and leadership competencies with particular emphasis on practical application of emergency response command, control and coordination activities.

Detailed knowledge of Emergency Planning, Risk Management, Health, Environment, Fire Safety and other emergency related issues.

### **SCHEDULE 3 – STAFFING**

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In order to meet the MFESB's statutory requirements the parties agree that there shall be a minimum establishment figure of eleven (11) Assistant Chief Fire Officers.

This will ensure that ACFO's are available to facilitate the following essential functions;

1. Greater alarm response system
2. AIIMS / ICS
3. Adequate numbers to ensure emergency recall.
4. Formulation of taskforce deployment when necessary.

## **SCHEDULE 4 – SCHEDULED AWARD**

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### 1. Arrangement

This part of the Agreement (the **Scheduled Award**) is arranged as follows:

1. Arrangement
2. Definitions
3. Anti-discrimination
4. Work organisation
5. Enterprise flexibility
6. Redundancy
7. Termination of employment
8. (clause deleted)
9. Classifications and wage rates
10. (clause deleted)
11. (clause deleted)
12. Allowances
  - 12.1 Uniform and equipment allowance
  - 12.2 Meal allowance
  - 12.3 Expenses, allowances and reimbursements
  - 12.4 Accommodation and incidentals
  - 12.5 Qualification allowances
  - 12.6 Duty allowances
  - 12.7 First responder – emergency medical services (EMS)
13. Hours of work
14. Roster of hours
15. Breaks
16. Overtime, recall and retention
17. Leave
  - 17.1 Personal leave
  - 17.2 Accident pay
  - 17.3 Special sick leave – armed forces/ compulsory hospitalisation
  - 17.4 Pressing necessity leave
  - 17.5 Parental leave
  - 17.6 Recreation leave
  - 17.7 Study leave
  - 17.8 (clause deleted)
  - 17.9 Jury service
18. (clause deleted)
19. (clause deleted)

### 2. **DEFINITIONS**

For the purposes of this part of the award the following definitions shall apply:

- 2.1 Union** means the United Firefighters Union of Australia.
- 2.2 MFB Act and/ or Regulations** means the *Metropolitan Fire Brigades Act 1958* (Vic) and Regulations as amended from time to time, or any successor to that Act.
- 2.3 Commission** means the Australian Industrial Relations Commission or its successor.
- 2.4 Continuous Service** means service under an unbroken contract of employment and includes:
- any period of leave or absence provided for in this award or agreed to by the parties to this award
- 2.5 Duty Station** means the station at which an employee is carrying out his/ her normal duties.
- 2.6 Employee** means a person employed under one of the classifications of this Award.
- 2.7 Employer** means the Metropolitan Fire and Emergency Services Board.

### **3. ANTI-DISCRIMINATION**

- 3.1** It is the intention of the respondents to this award to achieve the principal objective in s3(m) of the *Workplace Relations Act 1996* 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.
- 3.2** Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the Scheduled award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 3.3** Nothing in this clause is taken to affect;
- 3.3.1** Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation.

**3.3.3** 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.

**3.3.4** The exemptions in s. 659(3) and (4) of the Act.

#### **4. WORK ORGANISATION**

**4.1** The employer may direct an employee to carry out duties and use tools and equipment that are within the limits of the employee's skill, competence and training provided that such duties are not designed to promote de-skilling.

**4.2** No employee shall be ordered to grease the chassis of any vehicle or carry out any mechanical tests or service normally done by any tradesperson in the automotive or engineering field. Whilst proceeding on turn out to a fire call an employee shall if no other means is readily available, change a wheel to keep the vehicle in commission. Except in an emergency no employee shall be ordered to inflate any tyre of any firefighting vehicle by hand.

#### **5. ENTERPRISE FLEXIBILITY**

(Clause deleted.)

#### **6. MINIMUM ENTITLEMENT FOR REDUNDANCY**

##### **6.1 Definition**

Redundancy occurs when the employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

##### **6.2 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former total weekly wage and the new total weekly wage for the number of weeks of notice still owing.

##### **6.3 Severance pay**

6.3.1 In addition to the period of notice prescribed for ordinary termination in 7.1.1 an employee whose employment is terminated by reason of redundancy must be paid, subject to further order of the Commission, the following amount of severance pay, in respect of a continuous period of service.

<b>Period of continuous service</b>	<b>Severance pay</b>
1 year or less	nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay

**6.3.2** **Week's pay** means the total weekly wage for the employees concerned.

**6.3.3** Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

#### **6.4 Employee leaving during the notice period**

An employee whose employment is terminated by reason of redundancy may terminate his/ her employment during the period of notice and if so, will be entitled to the same benefits and payments under this clause had they remained with the employer until the expiry of such notice. However, in this circumstance the employee will not be entitled to payment in lieu of notice.

#### **6.5 Alternative employment**

The employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

#### **6.6 Time off during notice period**

6.6.1 During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

6.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment,



the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

## **7. TERMINATION OF EMPLOYMENT**

### **7.1 Notice of termination by employer**

**7.1.1** 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:

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

**7.1.2** 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.

**7.1.3** 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.

**7.1.4** 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.

**7.1.5** The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal, including inefficiency, neglect of duty or misconduct.

### **7.2 Notice of termination by an employee**

**7.2.1** 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.

**7.2.2** 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.

**7.3 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.

**8** (clause deleted)

**9. CLASSIFICATIONS AND WAGE RATES (The table below includes historical wage and relativity rates, for current figures refer to schedule 1 of this agreement and the 2010 MFB UFU Operational Staff Agreement.)**

**9.1 Minimum weekly wage rates**

[NOTE – The actual rates to be paid are included in the main part of the certified agreement.]

<i>Classification</i>	<b>National relativities</b>	<b>Column 1 Weekly wage - 38 hours</b>	<b>Column 2 Shift loading - 30% of column 1</b>	<b>Column 3 Average 40 hours loading - 10.5263% of columns 1 and 2</b>	<b>Column 4 Total</b>
	<b>%</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Recruit</b>	<b>88</b>	<b>508.70</b>	<b>-</b>	<b>-</b>	<b>508.70</b>
<b>F/F Level 1</b>	<b>88</b>	<b>508.70</b>	<b>152.61</b>	<b>69.61</b>	<b>730.92</b>
<b>F/F Level 2</b>	<b>90</b>	<b>516.90</b>	<b>155.07</b>	<b>70.73</b>	<b>742.70</b>
<b>F/F Level 3</b>	<b>92</b>	<b>526.10</b>	<b>157.83</b>	<b>71.99</b>	<b>755.92</b>
<b>Qualified F/F</b>	<b>100</b>	<b>564.00</b>	<b>169.20</b>	<b>77.18</b>	<b>810.38</b>
<b>Qualified F/F (with L/F Qual)</b>	<b>105</b>	<b>586.60</b>	<b>175.98</b>	<b>80.27</b>	<b>842.85</b>
<b>*Senior F/F</b>	<b>110</b>	<b>609.10</b>	<b>182.73</b>	<b>83.35</b>	<b>875.18</b>
<b>Leading F/F</b>	<b>115</b>	<b>629.70</b>	<b>188.91</b>	<b>86.17</b>	<b>904.78</b>
<b>Station officer</b>	<b>125</b>	<b>676.80</b>	<b>203.04</b>	<b>92.61</b>	<b>972.45</b>

Senior station officer	135	721.90	216.57	98.79	1,037.26
Commander on commencement	151.60				
Commander after 12 months	160.40				
Commander after 24 months	169.19				
ACFO on commencement	229.93				
ACFO after 12 months	242.70				
ACFO after 24 months	255.47				

\* Applicable only for existing firefighters of this rank

9.2 The rate used for purposes of calculating overtime payments shall be calculated on 130% of the rates in Column 1.

10. (clause deleted)

11. (clause deleted)

**12. ALLOWANCES**

12.1 Uniform and equipment allowance

12.1.1 The employer shall reimburse each employee for the cost of the purchasing, replacing, repairing and/ or cleaning the articles of clothing and/ or equipment that the Union and the employer agree must be worn and/ or used by the employee. This provision does not apply where such clothing and equipment is provided, replaced, repaired and/or cleaned or paid for by the employer.

12.1.2 The replacement, repairs and/or cleaning of the articles of clothing and equipment will occur when reasonably required by

each employee and/ or when the uniform or equipment becomes so soiled or damaged that it

requires cleaning, repair or replacement. Employees are responsible for cleaning their own shirts, T-shirts and socks.

**12.2** Meal allowance (Parties agree that this clause is not applicable to ACFOs during the life of this agreement)

12.2.1 When recalled for duty an employee shall be paid a meal allowance on the following basis:

- on day duty two meal allowances, if work commences before 1000 hours and continues for more than two hours; one meal allowance, if work commences after 1000 hours and continues for more than three hours;
- on night duty one meal allowance, if work commences before 2000 hours and continues for more than two hours.

12.2.2 An employee retained on duty within the meaning of 16.3.1 shall receive a meal allowance and if the period of retention exceeds four hours the employee shall receive a further meal allowance and continue to receive a meal allowance at the end of each additional two hour period worked.

12.2.3 Where overtime as prescribed in 16.1.1 is worked for more than two hours before or after a rostered shift a meal allowance for each meal shall be paid.

12.2.4 Where an employee's normal meal break is delayed for a period exceeding 30 minutes, excepting for reasons specified in 12.2.5, without two hours prior notice, the employee shall be paid a meal allowance.

12.2.5 Where an employee is required to work on a fire call or watching duty for three hours or more, which includes a period of a normal meal break, a meal allowance shall be paid.

12.2.6 An employee entitled to a meal allowance other than those specified in 12.4 shall receive an amount of \$13.20.

12.3 Expenses, allowances and reimbursements (**Parties agree that this clause is not applicable to ACFOs during the life of this agreement**)

- 12.3.1 When an employee is detailed for duty to a station other than that to which the employee is currently rostered, such employee shall, except in the case of an emergency, receive two weeks notice of such duty. An employee, in the event of not receiving two weeks notice of such duty, and such duty has not been designated an emergency, shall, in addition to his or her wages be paid/ reimbursed;
- 12.3.1(a) All fares necessarily incurred by him or her in excess of those ordinarily incurred between his or her residence and the station to which the employee is currently rostered; and
- 12.3.1(b) A daily allowance paid equal to one hour's wages at overtime rates; and
- 12.3.1(c) If the duty station is further from the employee's residence than the station to which that employee is currently rostered, an allowance of fifteen minutes each way at ordinary rates for each six kilometres or part thereof measured by the radius, which separates his/ her currently rostered station and duty station.
- 12.3.2 When an employee is detailed for duty to a station other than a station within his or her zone, or an annexed station, under the rostering arrangements in place from time to time such employee shall, in addition to his or her wages, receive the payments prescribed in 12.3.1.

For the purposes of this subclause Zone means a geographic area as determined from time to time by the employer as a Zone.

- 12.3.3 When an employee, while on duty at his or her currently rostered station is required to perform duty at another station he or she shall:
- 12.3.3(a) If returned to his or her currently rostered station during his or her duty shift the employee shall be reimbursed the cost of reasonable transport, between his or her currently rostered station and the station at which he or she is required to perform duty, the provisions of this subclause shall not apply where the employer provides reasonable transport; or
- 12.3.3(b) If he or she remains on duty at such other station until the end of his or her duty shift, he or she shall, in addition to his or her wages be paid:
- the appropriate single fare to his or her currently rostered station; and

- an allowance equal to one half-hour's (30 minutes) wages at overtime rates; and
- if the duty station is further from his or her residence than the station to which he or she is currently rostered, an allowance of fifteen minutes at ordinary rates for each six kilometres or part thereof measured by the radius, which separates the station to which he or she is currently rostered and the duty station.

12.3.4 When an employee is required to work in excess of 1.5 kilometres from the station to which he or she is currently rostered, he or she shall be reimbursed the cost of reasonable transport between the station to which he or she is currently rostered and the place where the work is to be performed, including transport to and from all fire duty and watching duty, this provision shall not apply where the employer provides reasonable transport.

12.3.5 An employee who by agreement with his or her employer uses his or her own motor vehicle on the employer's business shall be paid an allowance of 72.3 cents per kilometre travelled.

12.3.6 An employee transferred to another station for less than one roster shall be entitled to the provisions in 12.3.1.

12.3.7 All Officers and Firefighters, when doing an out duty, will be reimbursed fares/ travelling costs from either their home or destination station.

12.3.8 An employee who is retained on the completion of his or her night shift in circumstances where such night shift prior to retention was interrupted by a fire call, incident or a requirement to undertake fire duty, shall be paid a travel allowance which covers reasonable travelling time to his or her residence following that retention period.

#### 12.4 Accommodation and incidentals

An employee who is required to attend a live in training course, conference, or to undertake duties that require the employee to remain away from home, shall be paid the following:

[Pt 1:12.4.1 substituted by PR910238 ppc 06Sep01]

12.4.1 If the cost of accommodation and meals is not met by the employer, daily allowances of:

Capital cities	Other places within	Part day
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	\$	Australia \$	absence \$
Breakfast	23.27	23.27	19.12
Lunch	32.97	32.97	21.91
Dinner	46.19	46.19	37.80
Bed	191.82	147.55	-
Incidentals	23.55	23.55	-
Total	280.00	241.00	

12.4.2 Note:

- Breakfast allowance is not payable if departure from home is after 7.00 a.m.
- Lunch allowance is not payable if departure from the location is after 12.00 p.m.
- Dinner allowance is not payable if arrival at home is before 7.00 p.m.
- Incidental allowance is only payable for overnight accommodation.

12.4.3 If the cost of accommodation is met by the employer a daily incidental allowance of \$20.75 will be paid.

12.4.4 Where reasonable receipted expenditure exceeds the amount specified the receipted amounts will be reimbursed.

12.5 Qualification allowances **(Parties agree that this clause is not applicable to ACFOs during the life of this agreement)**

12.5.1 A holder of IFE Graduate Certificate or a Certificate of Fire Technology shall receive \$9.28 per week.

12.5.2 A holder of IFE Graduate Certificate and Certificate of Fire Technology shall receive \$14.07 per week.

12.5.3 A holder of IFE Membership and Graduate Certificate shall receive \$17.42 per week.

12.5.4 A holder of a current recognised first aid certificate shall receive \$10.98 per week (one per shift per station).

12.6 Duty allowances **(Parties agree that this clause is not applicable to ACFOs during the life of this agreement)**

- 12.6.1 An employee detailed on to a designated heavy rescue appliance, shall receive an allowance of \$13.45 per week when so detailed.
- 12.6.2 Officers and Firefighters rostered for Special Administrative Duties, who are required to maintain operational competencies, shall receive \$41.03 per week whilst so rostered. Special Administrative Duties shall include all rostered duty in the Training and Education, Fire Safety and Administrative areas of Operations.
- 12.6.3 Two fire fighters per shift shall be detailed for watchroom duties at No. 1 station. In addition to any other allowances, such firefighters shall receive an allowance of \$5.67 per shift.
- 12.7 First responder – Emergency Medical Services (EMS) **(Parties agree that this clause is not applicable to ACFOs during the life of this agreement)**
- 12.7.1 Employees who both elect to make themselves available to undertake First Responder – EMS Training and also to perform First Responder – EMS duties (on completion of such training) whenever required, will be paid an allowance of \$1.19 per hour for each and all hours worked.
- 12.7.2 Employees who provide the employer with their undertaking in writing after 1 January 1997, will be paid from the date of the written advice.
- 12.7.3 Employees who complete First Responder – EMS training and who are subsequently required by the employer to participate in a trial of First Responder – EMS will be paid for the duration of the trial, an allowance of \$0.58 per hour for each and all hours worked in addition to the allowance specified in 12.7.1.
- 12.7.4 If the employer determines to implement First Responder – EMS after the completion of the trial, all employees who have made the election referred to in 12.7.1 shall continue to receive the allowance specified in 12.7.1 and shall be entitled to be paid such further payment for the performance of First Responder – EMS duties as may be determined and the parties shall have liberty to apply, in relation to such performance and/or payment.
- 12.7.5 The allowances specified in 12.7.1 and 12.7.3:
- 12.7.5(a) Are not all purpose payments and will not apply for the purpose of shift loadings, superannuation or sick, annual, or long, service leave.
- 12.7.5(b) Will be paid in lieu of any existing first aid allowance.



- 12.7.5(c) are not payable to any employee who having made a personal commitment subsequently withdraws from it or fails to successfully complete First Responder – EMR Training.
- 12.7.6 In the event that the employer decides to abandon or discontinue First Responder – EMS, employees who have not yet made the election referred to in 12.7.1 will cease to have the right to do so from the date they receive written notice from the employer of any such decision.
- 12.7.7 Notwithstanding any decision that may be taken by the employer, to abandon or discontinue First Responder – EMS, the allowance specified in 12.7.1, shall be paid, unless a further award is made.

**13. HOURS OF WORK** (Parties agree that this clause is not applicable to ACFOs during the life of this agreement unless otherwise agreed in accordance with clause 39 of the Agreement)

**13.1 Ordinary hours of work - 10/14 Shift**

The ordinary working hours for employees rostered to 10/14 shift shall be 38 per week, over a cycle of eight weeks for which the roster of hours and leave operates. Employees shall be rostered and worked an average of 42 hours per week, two of which hours shall be overtime work and paid for as such and the remaining two hours shall be taken as accrued leave, in accordance with the roster laid down for this purpose.

**13.1.1 Ordinary Hours of Work - Day Work**

The ordinary hours of work for employees not rostered to shift shall be 38 hours per week normally worked business days (Monday to Friday). Day work employees shall be rostered for recall and availability and work an average of 40 hours per week calculated over twelve months, the remaining two hours taken as accrued leave in accordance with Clause 17.6.

**13.2 Shower and changing times**

When an employee is involved on a duty which requires a shower and change, fifteen minutes shall be allowed for this purpose.

**14. ROSTER OF HOURS** (Parties agree that this clause is not applicable to ACFOs during the life of this agreement unless otherwise agreed in accordance with clause 39 of the Agreement)

**14.1 10/14 Roster system**

The roster of hours for an employee on the 10/14 roster system shall be as follows:

**14.1.1 Shifts**

D-8.00 a.m. to 6.00 p.m.  
N-6.00 p.m. to 8.00 a.m.

**14.1.2 10/14 Roster system**

+

	F S S M T W T	F S S M T W T	F S S M T W T	F S S M T W T
A Platoon	DDN	N DD	NN D	DNN
Hours	3 4	3 4	3 8	3 8
B Platoon	DDNN	DDNN	DDN	N DD
Hours	4 8	4 8	3 4	3 4
C Platoon	DDNN	DDNN	DDNN	DDNN
Hours	4 8	4 8	4 8	4 8
D Platoon	NN D	DNN	DDNN	DDNN
Hours	3 8	3 8	4 8	4 8
A Platoon	DDNN	DDNN	DDNN	DDNN
Hours	4 8	4 8	4 8	4 8
B Platoon	NN D	DNN	DDNN	DDNN
Hours	3 8	3 8	4 8	4 8

C Platoon Hours	DDN 3 4	N 3 4	DD 3 8	NN 3 8	D 3 4	DNN 3 8
D Platoon Hours	DDNN 4 8	DDNN 4 8	DDN 3 4	DDN 3 4	N 3 4	DD 3 4

**14.1.3** The rostered hours of each shift worker shall not exceed:

- fourteen on any one day;
- 48 in any one week
- 96 in fourteen consecutive days;
- 192 in 28 consecutive days;
- 336 in 56 consecutive days.

**14.1.4** An employee shall be entitled to at least 48 hours notice of a change of rostered shift.

14.2 Rest and recline (Parties agree that this clause is not applicable to ACFOs during the life of this agreement unless otherwise agreed in accordance with clause 39 of the Agreement)

Employee's on night duty shall be permitted, between the hours of 11.00 p.m. and 7.00 a.m. to recline and sleep where there is no work to be done.

14.3 Shifts (Parties agree that this clause is not applicable to ACFOs during the life of this agreement unless otherwise agreed in accordance with clause 39 of the Agreement)

The following general conditions shall apply:

**14.3.1** The roster may be varied for employees on special duties and to provide that during the first year of service an employee may be rostered for up to five consecutive day duties.

**14.3.2** The roster when once compiled shall not be departed from, except to meet an emergency due to sickness, or other unexpected or unavoidable cause, or by personal agreement between the employer and the employees concerned.

- 14.3.3** In the event of an alarm requiring any station to stand by, or turn out, for an incident being received at the station during roll call, the oncoming shift call crew the appliances, and if required, proceed to the incident and the offgoing shift shall remain on duty if required until the other shift returns, or until otherwise directed, when it shall be dismissed.
- 14.3.4** If, when the oncoming shift reports at a station at the time prescribed for the change of shift, the other shift is proceeding to, or attending an incident, the oncoming shift, if so directed shall, after roll call, proceed to the incident. The officer or senior member of the shift shall report the arrival of the shift to the Officer-in-Charge of the incident without delay. The off going shift shall remain on duty at the fire until relieved. The Officer-in-Charge at the fire may, if it is expedient, hold both shifts for duty at the incident. If the off going shift is not required at the incident, or detailed for duty elsewhere, it shall return to its station and remain available until the other shift returns, or until otherwise directed, when it shall be dismissed.
- 14.3.5** In the event of one or more members of the oncoming shift being absent, an equal number of members in the shift on duty may be detained on duty until relieved. Nothing herein contained is to be deemed to sanction an unauthorised absence, or to relieve the absent member from a liability to be charged with being absent, without leave and dealt with accordingly.
- 14.3.6** Subject to the provision of this clause, employees shall be dismissed punctually from their rostered shift.
- 14.3.7** Notwithstanding anything contained in this clause, in the case of an alarm of fire as defined by the *Metropolitan Fire Brigades Act 1958* all employees off duty shall be liable to be called upon to report for duty and if called upon shall report for duty immediately.

## **15. BREAKS**

15.1 Meal breaks (Parties agree that this clause is not applicable to ACFOs during the life of this agreement unless otherwise agreed in accordance with clause 39 of the Agreement)

- 15.1.1** Employees shall be allowed a one hour paid meal break during each shift and shall remain on duty. Subject to operational requirements, meal breaks will be taken at regular times and will be commenced within five hours of commencing duty.

- 15.1.2** An employee working overtime shall be allowed a paid rest period of twenty minutes after each four hours worked, if the employee continues to work after the rest break.

**16. OVERTIME, RECALL AND RETENTION** (Parties agree that this clause is not applicable to ACFOs during the life of this agreement unless otherwise agreed in accordance with clause 39 of the Agreement)

**16.1 Overtime**

- 16.1.1** Except as provided for in 16.2 and 16.3, all times worked by an employee in excess of the day's rostered shift, or for more than four shifts in any one week, shall be paid for at the rate of double time, calculated to the nearest quarter of an hour.

- 16.1.2** At the election of the employee, time off equivalent to the period of overtime worked may be taken in lieu of receiving double rates, provided that if the time off has not been taken within the next four pay periods, the penalty rate for the overtime will be paid.

**16.2 Recall**

- 16.2.1** An employee off duty, who is recalled to duty, shall be paid a minimum of four hours at double time, provided that if the work to be done is completed within four hours, the employee need not stay for the full four hours.

- 16.2.2** An employee recalled to duty shall be paid travelling time, at ordinary rates, except on Sundays and public holidays when time and one half apply. In addition a payment of 72.3 cents per kilometre or part thereof, shall be made in respect of the distance travelled from home to work and return.

**16.3 Retention**

- 16.3.1** An employee on shift work who is retained on duty, at the conclusion of a rostered shift for 60 minutes or more (excluding shower and change time) and who has not been given at least 24 hours prior notice shall be paid a minimum of four hours at double time, provided that if the work to be done is completed within four hours, the employee need not stay for the full four hours.

16.3.2 An employee retained on duty after a night shift, shall be entitled to eight consecutive hours off duty, without loss of pay for ordinary working time.

## **17. LEAVE**

### **17.1 PERSONAL LEAVE**

#### **17.1.1 Amount of paid personal leave**

**17.1.1(a)** Paid personal leave is available to an employee when he or she is absent due to:

- personal illness or injury (sick leave); or
- for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave); or
- bereavement on the death of an immediate family or household member (bereavement leave).

**17.1.1(b)** The amount of personal leave to which an employee is entitled depends on how long he or she has worked for the employer and accrues as follows:

- An employee shall be credited with 180 hours of personal leave at the commencement of employment.
- On January 1, of the next year, the employee shall be credited with an amount of personal leave proportionate to the period of employment in the previous year, less any paid personal leave granted in that year.
- On January 1, of each subsequent year, an additional 180 hours of personal leave shall be credited to the employee.
- The first three days of an entitlement to bereavement leave in any one year which an employee takes as bereavement leave or carers leave shall be deducted from the above entitlements.

**17.1.1(c)** In any year unused personal leave accrues by the lesser of:

- 144 hours less the number of hours of sick leave and carer's leave taken during the year; or
- the balance of the year's unused personal leave.

### **17.1.2 Immediate family or household**

**17.1.2(a)** The entitlement to carer's or bereavement leave is subject to the person in respect of whom the leave is taken being either:

- a member of the employee's immediate family; or
- a member of the employee's household.

**17.1.2(b) The term immediate family includes:**

- spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee and his or her husband or wife on a bona fide domestic basis; and
- child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

### **17.1.3 Sick leave**

**17.1.3(a) Entitlement**

The amount of sick leave to which an employee is entitled to take without loss of pay depends on how long the employee has been employed by the employer and accumulates as follows:

- on commencement of employment 144 hours.
- on January 1 of the following year an amount proportionate to the period of employment in the previous year, less any sick leave taken in that year.
- on January 1 of each subsequent year 144 hours.
- accumulated personal leave may be used as sick leave if the current sick leave entitlement is exhausted.
- if an employee is receiving workers' compensation payment, he or she is not entitled to sick leave.

**17.1.3(b) Notice**

Before taking sick leave, an employee must give notice before his or her next rostered starting time, unless he or she has a good reason for not doing so.

The notice must include:

- The nature of the injury or illness (if known); and
- How long the employee expects to be away from work.

If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.

#### **17.1.3(c) Evidence supporting claim**

An employee shall not be entitled to more than three days sick leave without a medical certificate in any one year.

#### **17.1.4 Bereavement leave**

**17.1.4(a)** An employee is entitled up to three days paid bereavement leave on any occasion on which a member of the employee's immediate family or household in Australia dies, or outside Australia if the employee attends the funeral.

**17.1.4(b)** The entitlement to the first three days of bereavement leave in any one, year may be taken as carer's leave but not as sick leave.

**17.1.4(c)** The first three days entitlement to bereavement leave in any one year which an employee takes as (bereavement leave or carer's leave) shall be deducted from that employees entitlement to personal leave under 17.1.2. If an employee has insufficient entitlement to personal leave for any of those first three days the number of days for which that entitlement is insufficient shall be deducted from the employee's next years entitlement to bereavement leave. Any subsequent taking of bereavement leave during that twelve month period shall not be deducted, from that employee's personal leave entitlement.

**17.1.4(d)** Bereavement leave is available to be taken up to and including the day after the funeral.



**17.1.4(e)** The employer may require the employee to provide satisfactory evidence of the death of the member of the employee's immediate family or household. Evidence may also be required to verify attendance at a funeral outside Australia.

## **17.1.5 Carer's leave**

### **17.1.5(a) Paid leave entitlement**

An employee is entitled to use up to five shifts/ days sick leave each year to care for members of his or her immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

### **17.1.5(b) Notice required**

**17.1.5(b)(i)** Before taking carer's leave, an employee must give at least two hours' notice before his or her next rostered starting time, unless he or she has a good reason for not doing so.

**17.1.5(b)(ii)** The notice must include:

- The name of the person requiring care and support and his or her relationship to the employee.
- The reasons for taking such leave; and
- The estimated length of absence.

**17.1.5(b)(iii)** If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.

### **17.1.5(c) Evidence supporting claim**

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.

### **17.1.5(d) Additional leave**

Notwithstanding anything contained in this clause, additional sick leave, bereavement leave or carer's leave on full, or reduced pay, or leave without pay may be granted at the discretion of the employer.

## **17.2 Accident pay**

An employee absent from work on account of any injury or illness arising out of or in the course of employment shall be entitled to leave of absence for up to 52 weeks while being entitled to Workers Compensation without reducing his or her sick leave entitlements. During the period of absence the employee shall be paid the difference between his or her total wage and such compensation.

## **17.3 Special sick leave – armed forces/compulsory hospitalisation**

**17.3.1** If any employee is certified to be suffering from pulmonary tuberculosis, Acquired Immune Deficiency Syndrome, or other infectious disease, leave of absence may be granted on the following terms, viz., six months on full pay and three months on half pay. Any leave so granted in excess of the amount standing to his or her credit shall not be regarded as a debit against the employee. On his or her resumption of duty, such employee shall be entitled to a total initial credit of not less than sixteen days on full pay and sixteen days on half pay.

**17.3.2** Where the employer is satisfied that the illness of an employee with at least six months' service is directly attributed to or is aggravated by his or her service in an armed conflict, such employee may, apart from any sick leave which may be standing to his or her credit, be credited with special leave with full pay amounting to fifteen shifts in respect of each year of service. Such leave shall be cumulative, provided that the total of such accumulated leave standing to his or her credit shall not at any time exceed 100 shifts.

**17.3.3** Upon report by a duly qualified medical practitioner that, by reason of contact with a person suffering from a contagious or infectious disease and through the operation of restrictions imposed by law in respect of such disease, an employee is unable to attend for duty, the employer may grant the employee special leave of absence with pay. Such leave of absence shall not be granted for any period beyond the earliest date at which it would be practicable for the employee to resume duty having regard to the restrictions imposed by law.

**17.3.4** The employer has the right to request that evidence be provided to support applications for leave in accordance with this clause.

## **17.4 Pressing necessity leave**

- 17.4.1** Leave of absence of up to four shifts on full pay shall be granted, to any employee on account of the serious illness of his or her spouse, child, father, mother, brother, sister, or grandparents or his or her spouse's father, mother, brother, sister, grandparents or in any other case where the opinion of the employer special circumstances exist.
- 17.4.2** Where in circumstances or in respect of a period not provided for in 17.4.1 the employer is satisfied that on account of pressing necessity leave should be granted to an officer or employee the employer may grant such leave as the employer considers appropriate and on such terms and conditions as the employer sees fit.
- 17.4.3** The employer has the right to request that evidence be provided to support applications for leave in accordance with this clause.

## **17.5 Parental leave**

Subject to the terms of this clause employee's are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

### **17.5.1 Definitions**

- 17.5.1(a)** For the purpose of this clause **child** means a child of the employee under the age of one year except for adoption of a child, where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- 17.5.1(b)** Subject to 17.5.1(c), in this clause, **spouse** includes a de facto or former spouse
- 17.5.1(c)** In relation to 17.5.10 **spouse** includes a de facto spouse but does not include a former spouse.

### **17.5.2 Basic entitlement**

- 17.5.2(a)** After twelve months continuous service, parents are entitled to an aggregate of 52 weeks of paid and unpaid parental leave on a shared basis, in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males paternity leave may be taken. Adoption leave may be taken in the case of adoption.

- 17.5.2(b)** For females twelve weeks or ten tours of duty of the entitlement to parental leave, associated with the birth of the child, is paid leave, while for males one week or four shifts paternity leave is paid leave, for the primary care giver six weeks or five tours of duty of the leave entitlement applicable to an adoption is paid leave.
- 17.5.2(c)** Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
- 17.5.2(d)** For the birth of a child one week, or four shifts between one week prior to the expected date of birth and six weeks after the actual date of birth.
- 17.5.2(e)** In the case of an adoption one week, or four shifts between one week prior to the expected date of obtaining custody and six weeks after the actual date of obtaining custody.
- 17.5.2(f)** Such days/shifts need not be taken consecutively.

### **17.5.3 Variation of period of parental leave**

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

### **17.5.4 Parental leave and other entitlements**

An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks.

### **17.5.5 Transfer to a safe job**

- 17.5.5(a)** Where an employee is pregnant and, in the opinion of a registered medical practitioner illness, or risks arising out of the pregnancy, or hazards connected with the work assigned to the employee, make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

- 17.5.5(b)** If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave.

#### **17.5.6 Returning to work after a period of parental leave**

- 17.5.6(a)** An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 17.5.6(b)** An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 17.5.5, the employee will be entitled to return to the position they held immediately before such transfer.
- 17.5.6(c)** Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

#### **17.5.7 Replacement employees**

- 17.5.7(a)** A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 17.5.7(b)** A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

#### **17.5.8 Maternity leave**

- 17.5.8(a)** An employee will provide to the employer at least ten weeks in advance of the expected date of commencement of parental leave:
- 17.5.8(a)(i)** a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
  - 17.5.8(a)(ii)** written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken;
  - 17.5.8(a)(iii)** a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for

the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment;

**17.5.8(a)(iv)** an employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

**17.5.8(b)** Subject to 17.5.2 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 the birth.

**17.5.8(c)** 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.

**17.5.8(d) Special maternity leave**

**17.5.8(d)(i)** Where the pregnancy of the employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.

**17.5.8(d)(ii)** Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

**17.5.8(d)(iii)** Where leave is granted under 17.5.2, 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.

**17.5.9 Paternity leave**

**17.5.9(a)** An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave:

**17.5.9(a)(i)** a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

**17.5.9(a)(ii)** written notification of the dates on which he proposes to start and finish the period of leave; and

**17.5.9(a)(iii)** a statutory declaration stating:

- that with the exception of the paid period of paternity leave, he will take that period of paternity leave to become the primary care giver of a child;
- particulars of any period of maternity leave sought or taken by his spouse; and
- that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

**17.5.9(b)** The employee will not be in breach of 17.5.9(b) if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

#### **17.5.10 Adoption leave**

**17.5.10(a)** An employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

**17.5.10(b)** Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

- the employee is seeking adoption leave to become the primary care giver of the child; and
- particulars of any period of adoption leave sought or taken by the employee's spouse; and

- that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

**17.5.10(c)** An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

**17.5.10(d)** Where the placement of the child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

**17.5.10(e)** An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

**17.5.10(f)** An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

**17.6 Recreation leave** (Parties agree that this clause is not applicable to ACFOs during the life of this agreement unless otherwise agreed in accordance with clause 39 of the Agreement)

**17.6.1** An employee on shift shall be entitled to 65.06 days recreation, accrued leave per year, to be taken in periods of 28 days within alternating periods of twenty weeks and 24 weeks.

**17.6.2** Where an employee leaves his or her employment before the completion of a full qualifying period for annual leave in any year of service, he or she shall be entitled to pro rata payment in lieu of annual leave for such broken period of service.



## **17.7 Study leave**

Study leave with pay for the purpose of undertaking a course of training related to the progression through the award classification structure shall be granted to the employee. Such paid leave shall include time for preparation of any examination including travel and attendance at any presentation or other ceremony associated with such courses of study. At all times this leave is subject to operational requirements and determined on this basis.

## **17.8 (clause deleted)**

## **17.9 Jury service**

**17.9.1** An employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.

**17.9.2** An employee shall notify his or her employer as soon as possible of the date upon which he or she is required to attend for jury service. Further the employee shall give his or her employer proof of his or her attendance, the duration of such attendance and the amount received in respect of such jury service.

**18** (Clause deleted.)

**19.** (Clause deleted.)

## **SCHEDULE 5 – RECOGNITION OF OPERATIONAL FUNCTIONS**

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### **Key Performance Indicators**

The parties agree that the role of ACFO ( or any equivalent classification that is developed by the employer as a result of the organisation realignment program) is an important executive management position within the organisation essential to the MFB meeting its statutory obligations. As such there is an expectation that ACFO (or any equivalent classification) will achieve the following requirements as specified as Key Performance Indicators.

In the event that the employee cannot demonstrate compliance with Key Performance Indicators and/or there is evidentiary material on non-compliance then there will be discussions between the immediate supervisor and the employee concerned.

To ensure fairness and equitable treatment such discussions must be based on evidentiary material which may be tested in the event that the employee does not agree that they have not met such Key Performance Indicators.

### **Operational Duties**

- Availability for rostered recall
- Undertaking recall duties when rostered
- Participation in emergency recall activities
- Skills maintenance
- Demonstration of Incident Management Competence
- Expert operational advice and/or operational activities as directed by the Chief Officer

### **Operational Staff Development**

- Conduct at least four visits per assessment period to Operational Staff worksites (outside the ACFO's normal work location) or conduct a staff development seminar to build trust, foster communication or build capacity.

### **Workplace Health and Safety**

- Conduct at least one seminar/familiarisation session per annum with Operational Staff concerning the Health Monitoring program and/or;
- Develop a targeted strategy to assist in reducing workplace injury.

**Development of Corporate Leadership**

- Mentor two subordinates per annum to expand their career opportunities, optimally aligned with succession plan projections for the MFB.
- Maintain a register describing at least four activities per annum which have developed and/or demonstrated leadership skills.