DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Country Fire Authority
(AG2014/9604)

CFA DISTRICT MECHANICAL OFFICERS AND TOWER OVERSEERS AGREEMENT 2014

Manufacturing and associated industries

COMMISSIONER RYAN MELBOURNE, 7 NOVEMBER 2014

Application for approval of the CFA District Mechanical Officers and Tower Overseers Agreement 2014.

[1] An application has been made for approval of an enterprise agreement known as the CFA District Mechanical Officers and Tower Overseers Agreement 2014 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act) and was made by Country Fire Authority. The agreement is a single-enterprise agreement.

[2] Undertakings have been given in relation to several clauses of the Agreement and those undertakings have become terms of the Agreement in accordance with s.191(1) of the Act and are appended at Appendix A.

[3] Pursuant to s.190(4) of the Act, I have sought the views of the bargaining representatives with respect to these undertakings and both the Australian Municipal, Administrative, Clerical and Services Union (ASU) and United Firefighters’ Union of Australia (UFUA) support the undertakings.

[4] Subject to the undertakings, I am satisfied that each of the requirements of ss186, 187 and 188 as are relevant to this application for approval have been met.

[5] The ASU and UFUA, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that it wants the Agreement to cover them. As required by s.201(2) I note that the Agreement covers the ASU and UFUA.

[6] The consultation term of the enterprise agreement does not meet the requirements of s.205(1) and (1A) of the Fair Work Act as amended as from 1 January 2014. Therefore in accordance with the requirement of s.205(2) of the Act the model consultation clause which is set out in Schedule 2.3 of the Fair Work Regulations is taken to be a term of the agreement. The model consultation clause is attached at Appendix B.
The Agreement is approved and, in accordance with s.54(1), will operate from 14 November 2014. The nominal expiry date of the Agreement is 13 November 2017.

COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<Price code J, AE411033 PR557506>
Re: AG2014/9604: Application for approval of the CFA District Mechanical Officers and Tower Overseers Agreement 2014

UNDERTAKING BY THE COUNTRY FIRE AUTHORITY

The Country Fire Authority (CFA) undertakes that it will apply the terms of clause 13.5.4 of the above enterprise agreement to Tower Overseers employed by CFA in addition to District Mechanical Officers as stated in the clause.

The Country Fire Authority (CFA) undertakes that with respect to part time employees engaged under the above enterprise agreement, it will apply the terms of clause 40.3 of that agreement on the basis that the ordinary hours of work of such employees are the part time hours which have been agreed in accordance with clause 13.4 of that agreement.

Dated: 5 November 2014

Signed

Mick Bourke
Chief Executive Officer, Country Fire Authority
Model consultation term

(1) This term applies if the employer:

(a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

(2) For a major change referred to in paragraph (1)(a):

(a) the employer must notify the relevant employees of the decision to introduce the major change; and

(b) subclauses (3) to (9) apply.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(4) If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

(a) discuss with the relevant employees:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the employees; and

(iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

(b) for the purposes of the discussion—provide, in writing, to the relevant employees:

(i) all relevant information about the change including the nature of the change proposed; and

(ii) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employees.

(6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

(9) In this term, a major change is likely to have a significant effect on employees if it results in:

(a) the termination of the employment of employees; or
(b) major change to the composition, operation or size of the employer's workforce or to the
skills required of employees; or

(c) the elimination or diminution of job opportunities (including opportunities for promotion or
tenure); or

(d) the alteration of hours of work; or

(e) the need to retrain employees; or

(f) the need to relocate employees to another workplace; or

(g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

For a change referred to in paragraph (1)(b):

(a) the employer must notify the relevant employees of the proposed change; and

(b) subclauses (11) to (15) apply.

The relevant employees may appoint a representative for the purposes of the procedures in this
term.

If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the
purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative;
the employer must recognise the representative.

As soon as practicable after proposing to introduce the change, the employer must:

(a) discuss with the relevant employees the introduction of the change; and

(b) for the purposes of the discussion—provide to the relevant employees:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the employer reasonably believes will be the effects of the
change on the employees; and

(iii) information about any other matters that the employer reasonably believes are likely to
affect the employees; and

(c) invite the relevant employees to give their views about the impact of the change (including
any impact in relation to their family or caring responsibilities).

However, the employer is not required to disclose confidential or commercially sensitive
information to the relevant employees.

The employer must give prompt and genuine consideration to matters raised about the change by
the relevant employees.

In this term:

relevant employees means the employees who may be affected by a change referred to in
subclause (1).
CFA
DISTRICT MECHANICAL OFFICERS
AND
TOWER OVERSEERS
AGREEMENT 2014

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.
PART 1 – ARRANGEMENT APPLICATION AND OPERATION OF AGREEMENT

1. TITLE
This Agreement will be known as the CFA District Mechanical Officers and Tower Overseers Agreement 2014.

2. ARRANGEMENT

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PART 1 – ARRANGEMENT APPLICATION AND OPERATION OF AGREEMENT</td>
<td>2</td>
</tr>
<tr>
<td>1. TITLE</td>
<td>2</td>
</tr>
<tr>
<td>2. ARRANGEMENT</td>
<td>2</td>
</tr>
<tr>
<td>3. OPERATION OF AGREEMENT</td>
<td>4</td>
</tr>
<tr>
<td>4. RELATIONSHIP WITH OTHER AWARDS AND AGREEMENTS</td>
<td>4</td>
</tr>
<tr>
<td>5. NO EXTRA CLAIMS</td>
<td>4</td>
</tr>
<tr>
<td>6. APPLICATION OF AGREEMENT</td>
<td>4</td>
</tr>
<tr>
<td>7. DEFINITIONS</td>
<td>4</td>
</tr>
<tr>
<td>8. PERFORMANCE, PRODUCTIVITY AND WORK VALUE</td>
<td>6</td>
</tr>
<tr>
<td>PART 2 – CONSULTATION AND RELATED MATTERS</td>
<td>7</td>
</tr>
<tr>
<td>9. CONSULTATION</td>
<td>8</td>
</tr>
<tr>
<td>10. CONSULTATIVE COMMITTEE</td>
<td>8</td>
</tr>
<tr>
<td>11. GRIEVANCE / DISPUTE SETTLEMENT PROCEDURE</td>
<td>10</td>
</tr>
<tr>
<td>12. INDUSTRIAL REPRESENTATIVES</td>
<td>10</td>
</tr>
<tr>
<td>PART 3 – CONDITIONS OF EMPLOYMENT AND RELATED MATTERS</td>
<td>11</td>
</tr>
<tr>
<td>13. TYPES OF EMPLOYMENT</td>
<td>13</td>
</tr>
<tr>
<td>14. CAREER DEVELOPMENT</td>
<td>13</td>
</tr>
<tr>
<td>15. INDIVIDUAL FLEXIBILITY ARRANGEMENTS</td>
<td>13</td>
</tr>
<tr>
<td>16. FLEXIBLE WORKING ARRANGEMENTS</td>
<td>15</td>
</tr>
<tr>
<td>17. REDEPLOYMENT</td>
<td>15</td>
</tr>
<tr>
<td>18. TRANSFER ON GROUNDS OF HEALTH OR FITNESS</td>
<td>15</td>
</tr>
<tr>
<td>19. RELIEVING DUTIES FOR DMOS</td>
<td>16</td>
</tr>
<tr>
<td>PART 4 – LEAVE</td>
<td>16</td>
</tr>
<tr>
<td>20. ANNUAL LEAVE</td>
<td>17</td>
</tr>
<tr>
<td>21. LEAVE BANKS</td>
<td>17</td>
</tr>
<tr>
<td>22. LONG SERVICE LEAVE</td>
<td>18</td>
</tr>
<tr>
<td>23. PUBLIC HOLIDAYS</td>
<td>18</td>
</tr>
</tbody>
</table>
24. PERSONAL/CARER'S LEAVE ................................................................. 18
25. COMPASSIONATE LEAVE ................................................................. 20
26. PARENTAL LEAVE .......................................................................... 20
27. STUDY LEAVE .................................................................................. 29
28. DEFENCE FORCE LEAVE ................................................................. 30
29. JURY SERVICE LEAVE ..................................................................... 30
30. BLOOD DONORS LEAVE ................................................................... 30
31. EMERGENCY LEAVE ......................................................................... 30
32. PURCHASED LEAVE ......................................................................... 31

PART 5 – REMUNERATION, CLASSIFICATION STRUCTURE, HOURS OF WORK AND RELATED MATTERS .......................................................... 31

33. WAGES .................................................................................................. 31
34. EXPENSES AND REIMBURSEMENTS .................................................. 32
35. HIGHER DUTIES ................................................................................... 33
36. JOURNEY ACCIDENT COVER ............................................................. 33
37. SUPERANNUATION ................................................................................ 33
38. SALARY PACKAGING ........................................................................... 33
39. CLASSIFICATION STRUCTURE ............................................................. 33
40. HOURS OF WORK, OVERTIME, TIME-IN-LIEU AND BREAKS .................. 37
41. DMO ANNUAL LEAVE LOADING ......................................................... 41
42. TO ANNUAL LEAVE LOADING ............................................................. 41
43. AMENITIES ............................................................................................ 42
44. UNIFORMS AND PROTECTIVE CLOTHING ........................................... 42

SCHEDULE 1 – RATES OF PAY, ALLOWANCES AND CLASSIFICATION STRUCTURES ................................................................. 43

1. DMOs ...................................................................................................... 43
2. TOs .......................................................................................................... 48

SCHEDULE 2 – ACCOMMODATION AND PERSONAL EXPENSES ...................................................................................... 50
3.  **OPERATION OF AGREEMENT**

3.1. **Period of Operation**

This agreement shall come into force 7 days after the date it is approved by the Fair Work Commission and will nominally expire three years from that date.

3.2. **Renegotiation**

The CFA will be willing to commence negotiations with bargaining representatives on a new agreement at any time within the six months prior to the nominal expiry date of this agreement.

4.  **RELATIONSHIP WITH OTHER AWARDS AND AGREEMENTS**

4.1. This agreement is a comprehensive agreement. It operates to the exclusion of any other awards or collective agreements.

4.2. The provisions in this agreement regarding leave are intended to apply instead of the leave provisions in the NES except where the NES provides for a more generous entitlement in which case the NES will apply.

5.  **NO EXTRA CLAIMS**

5.1. There shall be no extra claims by either CFA or Employees or their representatives.

5.2. To avoid doubt, CFA is not to be taken as making further claims or engaging in industrial action merely because it makes or implements management decisions.

6.  **APPLICATION OF AGREEMENT**

6.1. This agreement applies to and covers:

   6.1.1. The Country Fire Authority (CFA)

   6.1.2. All employees of CFA who are engaged in or performing work that is or may be performed by an employee engaged in a classification or occupation referred to in this agreement.

   6.1.3. Subject to s.183 (1) of the FW Act, this enterprise agreement shall cover The Australian Municipal, Administrative, Clerical and Services Union (Vicortan Authorities and Services Branch) ("ASU"); and/or the United Firefighters Union as noted by the Fair Work Commission in its decision to approve this enterprise agreement.

7.  **DEFINITIONS**


7.2. **Agreement** means this Enterprise Agreement

7.3. **Appointed Work Location(s)** means the location(s) to which an Employee is appointed or as provided in their contract of employment.

7.4. **Authorised Officer** is a person with the authority to approve expense payments in accordance with this Agreement.

7.5. **Availability Allowance** means an allowance paid to nominated employees in recognition of the employee being in a state of readiness to return to duty as required. The allowance is 4.5% of the employee's annual wage and is paid pro rata per fortnight. The allowance is payable for all purposes.
7.6. *Casual Employee* means Employee engaged by the hour and paid as such.

7.7. *CBD* is the Melbourne Central Business District as defined in "Melway" Map 1A and 1B.

7.8. *CFA* means the Country Fire Authority.

7.9. *CFA Act and/or Regulations* means the Country Fire Authority Act 1958 (Vic) and Regulations made under that Act as amended from time to time, or any successor to that Act.

7.10. *Child* means:

7.10.1. for the purposes of *parental leave*; a child of the employee under school age except for adoption of an eligible child where 'eligible child' means a person under the age of 16 years who is placed with the employee for the purposes of adoption, other than:

   a) a child or step-child of the employee or of the spouse of the employee; or

   b) a child who has previously lived continuously with the employee for a period of six months or more; or

7.10.2. for all other circumstances covered by this agreement; a child or an adult child, including an adopted child, a step child or an ex-nuptial child of the employee.

7.11. *Continuous service* means:

7.11.1. for *parental leave*; work for CFA on a regular and systematic basis including any period of authorised leave or absence or as provided by the Fair Work Act 2009 (Cth) with respect to "eligible casual employees";

7.11.2. for *long service leave*; any contract of employment and/or series of contracts of employment with CFA as provided for by the long service leave provisions of the CFA Act and/or Regulations; or

7.11.3. in circumstances covered by this agreement other than parental leave and/or long service leave; service under an unbroken contract of employment and includes any period of authorised leave or absence or as provided by the Fair Work Act 2009 (Cth) with respect to "eligible casual employees".

7.12. *Defacto Partner* - A person who, although not legally married to an Employee, lives with that Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes).

7.13. *DMO* means District Mechanical Officer

7.14. *Duty Work Location(s)* means the location(s) at which CFA requires an Employee to perform their authorised duties, whether the appointed location of not.

7.15. *Employee* means an Employee of CFA covered by this agreement (unless the context otherwise requires).

7.16. *Employer* means Country Fire Authority (unless the context otherwise requires).

7.17. *Fixed Term Employee* means a person employed for a specified period of time on a Full-time or Part-time basis.
7.18. **Full time Employee** means an Employee employed by CFA on an on-going and full time basis

7.19. **FW Act** means the Fair Work Act 2009 (Cth)

7.20. **FWC** means the Fair Work Commission or any subsequent entities.

7.21. **Immediate Family** means an Employee's family including; spouse; child, parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

7.22. **Major Fire or Incidents** means any fire or incident, or complex of fires or incidents that remain active events beyond 24 hours from the time of commencement.

7.23. **Parent** includes the parent, guardian or person responsible for the care of a child.

7.24. **Part time Employee** means an Employee employed on an on-going basis for less than 38 hours a week

7.25. **Receipts** referred to in this Agreement comprise original documentation being either an original Tax Invoices or other original receipts.

7.26. **Spouse** includes a spouse, de facto partner, former spouse or former de facto partner. The employee’s “de facto spouse” means a person who lives with the employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the employee.

7.27. **Standard Allowance** is based on the Australian Taxation Office Determination Table 1, as summarised in Schedule 2, for reasonable daily travel allowance amounts where the Employee is required to sleep away from home and is payable with no requirement to obtain or submit receipts.

7.28. **Temporary Employee/Fixed Term Employee** means a person employed for a specified period of time as Full-time or Part-time employee.

7.29. **TO** means Tower Overseer.

7.30. **Year/s of service** is a cumulative total of the employee’s service with reference to a calendar year commencing on the Employee’s appointment with CFA or an anniversary of that appointment.

8. **PERFORMANCE, PRODUCTIVITY AND WORK VALUE**

8.1. This Agreement is in full settlement of past productivity and work value for all Employees covered by this Agreement, including productivity initiatives provided for under previous agreements covering DMOs and TOs.

8.2. Subject to the operation of this clause:

8.2.1. The CFA has entered into arrangements with employees that vary work practices with regard to scheduled and non-scheduled maintenance of CFA and other emergency service firefighting vehicles and infrastructure in order to offer flexibility and productivity benefits to CFA.

8.2.2. The realised nett savings associated with the change in work practices are a component of the wage increases provided by this Agreement.
PART 2 – CONSULTATION AND RELATED MATTERS

9. CONSULTATION

9.1. This clause applies if:

9.1.1. CFA has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and

9.1.2. the change is likely to have a significant effect on Employees of the enterprise.

9.2. CFA must notify the relevant Employees of the decision to introduce the major change.

9.3. The relevant Employees may appoint a representative for the purposes of the procedures in this term.

9.4. CFA must recognise the representative if:

9.4.1. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

9.4.2. the Employee or Employees advise CFA of the identity of the representative;

9.5. As soon as practicable after making its decision, CFA must:

9.5.1. discuss with the relevant Employees:

   a) the introduction of the change; and

   b) the effect the change is likely to have on the Employees; and

   c) measures CFA is taking to avert or mitigate the adverse effect of the change on the Employees; and

9.5.2. for the purposes of the discussion — provide, in writing, to the relevant Employees:

   a) all relevant information about the change including the nature of the change proposed; and

   b) information about the expected effects of the change on the Employees; and

   c) any other matters likely to affect the Employees.

9.6. However, CFA is not required to disclose confidential or commercially sensitive information to the relevant Employees.

9.7. CFA must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

9.8. If a term in the Enterprise Agreement provides for a major change to production, program, organization, structure or technology in relation to the Enterprise of the CFA, the requirements set out in clause (2), (3) and (5) are taken not to apply.

9.9. In this term, a major change is likely to have a significant effect on Employees if it results in:
9.9.1. the termination of the employment of Employees; or
9.9.2. major change to the composition, operation or size of CFA's workforce or to the skills required of Employees; or
9.9.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
9.9.4. the alteration of hours of work; or
9.9.5. the need to retrain Employees; or
9.9.6. the need to relocate Employees to another workplace; or
9.9.7. the restructuring of jobs.

In this term, relevant Employees means the Employees who may be affected by the major change.

Nothing in this clause or any arrangement under its provisions inhibits CFA's right to make final decisions in respect to these matters.

10. CONSULTATIVE COMMITTEE

A Consultative Committee may be established to facilitate ongoing communication between the CFA and any non-union representatives appointed by one or more relevant employees and/or unions who have coverage and members within the group of relevant employees.

10.1.1. The Consultative Committee shall consist of:
   a) three representatives of management;
   b) an elected employee representative who is also a relevant employee;
   c) any non-union representatives appointed by one or more relevant employees; and
   d) a union official from each of the unions with coverage and members within the group of relevant employees.

10.1.2. The Committee shall determine its own agenda and meet as agreed or it may meet at the request of one of the parties listed at clause 10.1.1.

In this term, 'relevant employees' means the employees covered by this agreement.

Nothing in this clause or any arrangement under its provisions inhibits CFA's right to make final decisions in respect to these matters.

11. GRIEVANCE / DISPUTE SETTLEMENT PROCEDURE

11.1. Representation

A representative of the Employee may attend meetings/discussions if so requested by the Employee. The representative of the Employee may or may not be an officer of a union. In the event that an Employee will have representation the supervisor/manager is to be advised accordingly prior to such meetings/discussions. Similar disclosure will occur when supervisors/managers have other persons in attendance.

11.2. Procedure

11.2.1. If an Employee has a concern, problem or grievance other than
termination of employment, over matters arising under this Agreement or the National Employment Standards the following procedure must be followed to resolve the matter:

11.2.2. Steps One and Two are to both be completed within 10 working days after the initial discussion between the Employee and their immediate supervisor.

11.3. **Step One**
The Employee is to discuss the grievance/dispute with immediate supervisor in an attempt to resolve the problem.

11.4. **Step Two**
11.4.1. In the event that the matter is not resolved it will be referred to the supervisor's manager, who will attempt to resolve the grievance/dispute.

11.4.2. Should the matter not be resolved at Step Two, it may be referred by either party to or their representative the Fair Work Commission (the FWC) to have the dispute or grievance dealt with by way of conciliation.

11.5. **Step Three**
11.5.1. Conciliation
a) Where a dispute or grievance is referred for conciliation, a member of the FWC shall do everything that appears to the member to be right and proper to assist the parties to agree on terms for the settlement of the dispute or grievance.

b) This may include arranging:
   i. Conferences of the parties or their representatives presided over by the member; and
   ii. For the parties or their representatives to confer among themselves at conferences at which the member is not present.

c) Conciliation before the FWC shall be regarded as completed when:
   i. the parties have reached agreement on the settlement of the grievance or dispute; or
   ii. the member of the FWC conducting the conciliation is satisfied that there is no likelihood that within a reasonable period, further conciliation will result in agreement by the parties on terms for settlement of the grievance or dispute; or
   iii. the parties have informed the FWC member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

11.5.2. Arbitration
a) If the dispute or grievance has not been settled when conciliation has been completed, either party may request that the FWC proceed to
determine the dispute or grievance by arbitration. Where a member of the FWC has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.

b) Subject to the provisions below, the determination of the FWC is binding upon the parties and Employees.

c) An appeal lies to a Full Bench of the FWC, with the leave of the Full Bench, against a determination of a single member of the FWC made pursuant to this clause.

11.5.3. General powers and procedures of the FWC

a) Subject to any agreement between the parties in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, the FWC shall have the powers given to it under Division 3 of Part 5-1 of the Act as if Division 3 of Part 5-1 applied to the proceedings.

b) By mutual agreement the time limits provided for in this procedure may be extended. Such agreement shall not be unreasonably withheld by either party.

c) This clause shall not apply to a bona fide health and safety issue unless the issue arises under a term of this Agreement.

11.6. Maintenance of Status Quo

11.6.1. While this procedure is being followed the status quo will be maintained until the matter is resolved. However, unless Step Three is enacted within fourteen (14) consecutive days from the date of the line manager’s decision at Step Two, the grievance/dispute will be treated as having been finalised and status quo will cease to operate.

11.6.2. No party shall be prejudiced by the continuance of work in accordance with this clause.

12. INDUSTRIAL REPRESENTATIVES

12.1. Facilities

For the purpose of carrying out their role in the consultative and dispute resolution procedures within this Agreement, Employee representatives will be:

12.1.1. provided with reasonable access to office equipment and services such as office, email, telephone and computer access where practicable.

12.1.2. Permitted to post written material relevant to the Employees they represent in a place to which Employees have access but which is not a public place.

12.1.3. Subject to operational requirements, granted reasonable time in the course of their duties to discuss the issues the subject of the consultative or dispute resolution clause with the Employee/s they represent. Representatives are to ensure that these discussions do not hinder or obstruct an Employee in the performance of their work and that service delivery is not affected. CFA will not unreasonably refuse time being
made available for this purpose.

12.2. **Leave to attend training**

12.2.1. An employee who has been nominated by the Employee representative to attend a training course may be granted up to five days of paid leave to attend an accredited or CFA approved training course in any one calendar year, non-cumulative, on the following conditions:

12.2.2. The scope, content and level of the course is directed to the enhancement of the operation of the Grievance/Dispute Settlement process in clause 9, or knowledge of industrial relations or industrial entitlements or OH&S matters.

12.2.3. The granting of leave will be subject to the operational requirements of CFA not being adversely affected, provided that CFA will not unreasonably refuse a request for leave to attend a training course.

12.2.4. An employee may be granted paid leave in excess of five days and up to ten days in any one calendar year subject to the total leave taken in that year and the subsequent year not exceeding ten days.

12.2.5. An employee will not be eligible to claim any personal or travelling expenses associated with attendance.

**PART 3 – CONDITIONS OF EMPLOYMENT AND RELATED MATTERS**

13. **TYPES OF EMPLOYMENT**

13.1. Employees covered by this Agreement will be employed in one of the following categories:

13.1.1. full-time employment;

13.1.2. part-time employment

13.1.3. casual employment; or

13.1.4. fixed term employment.

13.2. At the time of engagement, CFA will advise an employee of the classification level to which the employee is appointed and whether the employee is engaged on as an ongoing or fixed term employee on a full-time or part-time basis or as a casual employee.

13.3. **Conditions for Full Time Employment**

A full time employee is an employee engaged to work an average of 38 ordinary hours per week.

13.4. **Conditions for Part Time Employment**

CFA may employ Part-Time Employees in any classification contained within this Agreement. At the time of engagement CFA and the Part-Time Employee will agree in writing on the ordinary hours to be worked per week, specifying at least the ordinary hours to be worked each day and on which days of the week. Any variation to an Employee's agreed ordinary hours will be recorded in writing.
13.4.1. A part-time employee is an employee who:
   a) works less than the full time hours of 38 ordinary hours per week;
   b) has reasonably predictable hours of work; and
   c) receives, on a pro-rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

13.4.2. A part time employee is entitled to be paid a minimum of 3 hours for any period of engagement.

13.5. Conditions for Casual Employment

13.5.1. A casual employee is an employee employed as such.

13.5.2. In this clause:
   a) Engagement means the period or periods for which CFA notifies the employee that he or she is required to attend on any one day. Each period of engagement stands alone and is treated as an engagement of not less than 3 hours and is paid as such.
   b) Ordinary Hourly Rate means 1/38th of the weekly base rate prescribed for the classification of work performed.

13.5.3. A casual employee will be paid at the ordinary hourly rate per hour worked for the relevant classification level, as detailed in Schedule 1, plus 25% of the ordinary hourly rate for all work on week days within the span of hours 6.00 a.m. – 6.00 p.m.

13.5.4. Work performed by a casual DMO employees outside of weekday ordinary hours or on public holidays shall be paid loadings and/or penalties pursuant to the provisions of clause 40.3.2 and at clause 40.3.4 except that the payments will not include the casual loading of 25%.

13.5.5. The loading of 25% is in compensation for leave and other conditions of employment contained in this agreement to which a casual employee is not entitled. The leave and other conditions of employment which do not apply to a casual employee are the following:
   a) recall to duty
   b) annual leave, paid personal/carer’s or compassionate leave, special leave or paid parental leave
   c) accrued days off / TIL
   d) public holidays not worked
   e) travel allowances [other than when specifically approved]
   f) field allowance
   g) study leave
   h) defence force leave

13.6. Conditions for Fixed Term Employment
A fixed term employee means an employee engaged on a fixed term basis as a full-time or part-time employee and as specified in their letter of appointment.

13.7. The CFA recognises that the casual and fixed term employment provisions in this clause are new and CFA will consult with employees prior to the implementation of those provisions.

14. **CAREER DEVELOPMENT**

14.1. CFA and the Employees will continue to utilise the current Performance Management System (PDP and RDP) as documented by the *Performance Planning and Review Policy* (as amended by CFA from time to time) as follows:-

14.2. Within a calendar month of the conclusion of a performance review, or as soon as is practicable thereafter, CFA will –

14.2.1. provide the Employee with a report containing –

a) CFA's conclusions as to the Employee's performance during the period reviewed; and

b) CFA's directions or recommendations regarding the Employee's future performance of his or her duties; and

c) CFA's comments as to the appropriateness of the performance criteria; and

14.2.2. provide the Employee with an opportunity to comment in writing on the report or the review process; and

14.2.3. attach the Employee's comments (if any) to the report.

15. **INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

15.1. CFA and an Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this agreement if the arrangement:

15.1.1. deals with 1 or more of the following matters:

a) arrangements about when work is performed;

b) overtime rates;

c) penalty rates;

d) allowances;

e) leave loading; and

15.1.2. meets the genuine needs of CFA and the Employee in relation to the matter mentioned in paragraph (a); and

15.1.3. is genuinely agreed to by CFA and the Employee.

15.2. CFA must ensure that the terms of the individual flexibility arrangement:

15.2.1. are about permitted matters under section 172 of the Act; and

15.2.2. are not unlawful terms under section 194 of the Act; and

15.2.3. result in the Employee being better off overall than the Employee would be if no arrangement was made.
15.3. CFA must ensure that the individual flexibility arrangement:

15.3.1. is in writing; and

15.3.2. includes the name of CFA and Employee; and

15.3.3. is signed by CFA and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and

15.3.4. includes details of:

   a) the terms of the enterprise agreement that will be varied by the arrangement; and

   b) how the arrangement will vary the effect of the terms; and

   c) 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

15.3.5. states the day on which the arrangement commences.

15.4. CFA must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

15.5. CFA or Employee may terminate the individual flexibility arrangement:

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

15.5.2. if CFA and Employee agree in writing — at any time.

16. FLEXIBLE WORKING ARRANGEMENTS

16.1. If any of the circumstances referred to in clause 16.2 apply to an Employee and the Employee wishes to change his or her working arrangements because of those circumstances, then the Employee may make a request to CFA for a change in his or her working arrangements.

16.2. The following are the circumstances referred to in clause 16.1:

16.2.1. The Employee is a parent, or has responsibility for the care, of a child who is of school age or younger;

16.2.2. The Employee is a carer within the meaning of the Carer Recognition Act 2010;

16.2.3. The Employee has a disability;

16.2.4. The Employee is 55 or older;

16.2.5. The Employee is experiencing violence from a member of the Employee’s family;

16.2.6. The Employee provides care or support to a member of the Employee’s immediate family, or a member of the Employee’s household, who requires care or support because the member is experiencing violence from the member’s family.

16.3. The Employee must make the request in writing, setting out the details of the change sought and the reason for the requested change.

16.4. The Employee must have completed at least 12 months' continuous service with
CFA to be eligible to make a request under clause 16.1.

16.5. CFA must give the Employee a written response to the request within 21 days of receipt of the application stating whether CFA grants or refuses the request, provided however that:

16.5.1. CFA may only refuse the request on reasonable business grounds; and

16.5.2. Where CFA refuses a request it must provide the Employee with a written response that includes details of the reason for the refusal.

17. REDEPLOYMENT

17.1. If, as a result of a change to the way duties are performed or because the duties performed by an employee are no longer required to be performed, an employee's position becomes excess to CFA's requirements CFA will consult with the affected employee (and his/her representative if requested by the employee) regarding potential redeployment opportunities in accord with the relevant Victorian Government Policy in place at the time, noting that the Policy does not form part of this Agreement.

17.2. CFA will endeavour to redeploy any excess employee/s in accordance with the relevant Victorian Government Policy in place at the time (noting that the Policy does not form part of this Agreement).

17.3. If the employee is not redeployed to a new position or no suitable vacancy exists, he or she shall be declared redundant and shall be eligible for a redundancy package available at the time of the redundancy. Any such redundancy package will be in accord with the Victorian Government Policy in place at the time, noting that the Policy does not form part of this Agreement.

17.4. The term "suitable vacancy" means a position within CFA classified at the employee's substantive classification level or if no such position exists, then a lower classified position may be offered where the employee will be able to satisfactorily perform the duties of that position.

17.5. If an employee is redeployed by CFA to a lower classified position their previous wage rate shall continue to be paid for a maximum period of six months.

18. TRANSFER ON GROUNDS OF HEALTH OR FITNESS

18.1. Consistent with CFA's business requirements CFA will make all reasonable endeavours to facilitate redeployment to an alternative position if an employee requests a variation of their duties or a transfer to a different position until the Employee is fit and healthy to perform his or her duties if a report from a duly qualified medical practitioner, states that:

18.1.1. it would be detrimental to an Employee's health to continue performing his or her duties; or

18.1.2. the Employee is not physically fit to perform the inherent requirements of his or her duties,

18.2. Where CFA offers an employee a role and the employee accepts that role as a result of a request pursuant to clause 18.1:

18.2.1. The terms and conditions of the offered role will apply; and

18.2.2. Any potential superannuation outcomes will be in accordance with the
Emergency Services Superannuation scheme (ESSS).

19. RELIEVING DUTIES FOR DMOs
19.1. Where there is a need to meet operational requirements or to fill a temporary vacancy, other than in support of a major fire or incident, and subject to reasonable consideration of an employee's circumstances, CFA may deploy:

19.1.1. a DMO or DMOs to a location other than their appointed work location for up to 3 months within a twelve month period, or a longer period by agreement; or

19.1.2. a DMO to temporarily fill a vacant position at Officer in Charge level for up to 6 months within a twelve month period, or a longer period by agreement,

19.2. An Employee who is deployed in accord with this clause is entitled to the relieving allowance specified in Schedule 1.

PART 4 – LEAVE

20. ANNUAL LEAVE
20.1. Each Employee is entitled to 4 weeks paid annual leave for each completed year of service or a pro rata amount for part of the year. Annual leave accrues progressively and is cumulative.

20.2. Other than periods of leave without pay prescribed by the Act as counting as service, a period of leave without pay shall not be treated as periods of service for the purpose of calculating an entitlement for annual leave.

20.3. An Employee must obtain CFA approval before taking a period of annual leave. CFA must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

20.4. An Employee may elect, with the consent of CFA, to take annual leave in single day periods not exceeding ten days in any calendar year at a time or times agreed between them.

20.5. Part time Employees and Temporary Employees are entitled to paid annual leave on a pro rata basis.

20.6. A period of annual leave will be taken not to include a day or part day that would be a public holiday which falls during the period of annual leave, or a period of personal, compassionate or community service leave (provided that the Employee complies with the applicable notice and evidence requirements that apply to the type of leave).

20.7. An Employee, who on ceasing employment with CFA has an outstanding entitlement to annual leave, is entitled to payment at their ordinary pay in respect of the period of accrued but untaken leave.

20.8. Cashing out Annual Leave
20.8.1. An employee may request that they cash out accrued annual leave in the event of genuine hardship or unplanned emergency directly affecting the employee or their immediate family.
20.8.2. An employee seeking to cash out accrued annual leave shall provide evidence satisfactory to CFA of the circumstances warranting the cashing out of leave.

20.8.3. Any application to cash out annual leave will also be subject to the following conditions:

a) The employee has taken four weeks of annual leave within the twelve months immediately preceding the date that a request is made;

b) The employee must maintain a balance of no less than four weeks accrued annual leave following the cashing out of annual leave; and

c) The employee will be paid the full amount that would have been payable to the employee had the employee taken the leave that the employee has requested to forego and cash out, including annual leave loading if applicable pursuant to clause 41 or clause 42.

20.8.4. Subject to the provisions of this clause, CFA will not unreasonably refuse a request.

21. LEAVE BANKS

21.1. Where an Employee has accrued annual leave in excess of eight (8) weeks, CFA may direct the Employee, in writing, to take up to the greater of:

21.1.1. 2 weeks annual leave, or

21.1.2. \( \frac{3}{4} \) of the accrued leave in excess of 8 weeks.

22. LONG SERVICE LEAVE

22.1. Long service leave accrues in accordance with the CFA Act, which provides for an entitlement after 10 years' service.

22.2. An Employee is entitled to take pro rata long service leave after 7 years' service.

22.3. An Employee is entitled to request to take some or all of their long service leave at half the rate of pay that they would ordinarily be entitled to. Such request shall not be unreasonably withheld subject to operational requirements and is at the discretion of CFA. All applications will be treated in an equitable and consistent manner.

22.3.1. To avoid any confusion, this shall only reduce the Employee's long service leave entitlements by half of what it would be reduced by had they taken their long service leave at full pay. (For example, an Employee who had 3 months long service leave could take 2 months at half-pay — meaning four months away from work — and be left with 1 month's long service leave entitlement.)

22.4. Any long service leave taken on half pay will have no effect on the final average salary of an Employee over the last two years of their employment.

22.5. No Employee covered by this agreement will be allowed to engage in paid work for the CFA during any period of long service leave.

22.6. An Employee who uses personal leave for one week or more may extend the long service leave or shall be re-credited for the period of time he/she is on sick leave subject to CFA's approval.
23. **PUBLIC HOLIDAYS**

23.1. Employees are entitled to the following public holidays without deduction of pay:


23.1.2. Provided that another day may be substituted for Melbourne Cup Day if mutually agreed upon by CFA and the Employee(s) in each of the country areas affected.

23.1.3. When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

23.1.4. When Boxing Day is a Saturday or a Sunday, an additional holiday shall be observed on the next working day.

23.1.5. When New Year’s Day is a Saturday or Sunday, an additional holiday shall be observed on the next Monday.

23.1.6. When Australia day is a Saturday or Sunday, a holiday in lieu shall be observed on the next Monday.

23.1.7. Where public holidays in Victoria are declared or prescribed on days other than those set out above, those days shall constitute substitute or additional holidays for the purpose of this agreement.

23.1.8. An Employee by agreement with CFA may substitute another day for any public holiday prescribed in this clause.

24. **PERSONAL/CARER’S LEAVE**

24.1. **Paid personal leave**

24.1.1. Each Employee has an entitlement to:

   a) 15 days paid personal leave on commencement; and

   b) 15 days for each year of service thereafter on each employment anniversary date.

24.1.2. Part-time and Fixed Term Employees are entitled to pro rata personal leave.

24.1.3. Personal leave entitlements are cumulative. In any year unused personal leave accrues by fifteen days less the amount of sick and/or carer’s leave taken during the year of accrual.

24.1.4. Personal leave may be used:

   a) for paid sick leave purposes, when the Employee is not fit for work because they are sick or injured;

   b) for paid carer’s leave purposes, when the Employee needs to provide care or support to a member of their immediate family, or a member of their household, who requires care or support because of:

      i. a personal illness, or injury, of the member; or

      ii. an unexpected emergency affecting the member;
c) to provide on-going care and attention to another person who is wholly or substantially dependent on the Employee (including a member of the Employee's immediate family or household), provided that the care and attention is not on a commercial basis.

24.1.5. If an Employee is unable to commence work on any working day:

a) due to sick leave, the Employee should contact their manager as soon as reasonably practicable once the employee is aware that they are unable to attend work and, where possible;
   i. before the start of normal work; and
   ii. indicate the nature of the leave and the anticipated duration of the absence.

b) because the Employee needs to provide care or support for a member of their immediate family or household, the Employee should contact their manager as soon as reasonably practicable once the employee is aware that they are unable to attend work to advise:
   i. the nature of the leave;
   ii. the name of the person requiring care and support and his or her relationship to the Employee; and
   iii. indicate the nature of the leave and the anticipated duration of the absence where possible.

24.1.6. Evidence Supporting claim for Sick or Carer's Leave

a) Subject to clause 24.1.2, an Employee shall not be entitled to more than three days personal or Carer's leave without a medical certificate or a statutory declaration in any one year.

b) An Employee may be required to provide a medical certificate or a statutory declaration for any day of personal leave immediately prior or following annual leave or a public holiday.

24.1.7. If an Employee is absent from work as a result of an injury in respect of which compensation is payable under the Accident Compensation Act 1985, the Employee's sick leave entitlements will not be reduced as a result of that absence, except to the extent the Employee elects to take sick leave in respect of his or her absence.

24.1.8. If a public holiday referred to in clause 23 falls during any period of an Employee's personal leave, that day is not to be treated as personal leave for the purposes of this clause.

24.2. Unpaid Carer's Leave

24.2.1. A casual Employee, or an Employee who has exhausted his or her paid personal leave entitlements, is entitled to unpaid carer's leave for each occasion where the Employee needs to provide care or support to a member of his or her immediate family or household because of illness, injury or an unexpected emergency affecting that person.

24.2.2. The Employee is entitled to up to 2 days per occasion on which they are
24.2.3. CFA must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of CFA to engage or not to engage a casual Employee are otherwise not affected.

24.3. Additional Personal Leave
Notwithstanding anything contained in this clause, and in addition to any NES entitlement, additional personal leave may be granted at the discretion of CFA and such additional leave may be granted on full pay, reduced pay or leave without pay.

25. COMPASSIONATE LEAVE
25.1. Employees other than casual employees are entitled to paid compassionate leave for up to 4 days for each occasion where a member of their immediate family or household:
   25.1.1. contracts or develops an illness that poses a serious threat to their life;
   25.1.2. sustains an injury that poses a serious threat to their life;
   25.1.3. has passed away; or
   25.1.4. in any other case where in the opinion of the CFA special circumstances exist.
25.2. Such leave may be taken in a continuous period or in any separate periods to which the Employee and CFA agree.
25.3. Leave granted under this provision will count as service for the purpose of annual, personal / carer’s and long service leave accrual.
25.4. Where CFA is unable to establish the death by other means, the Employee must, if required by CFA, provide satisfactory evidence of the death of the member of the Employee’s immediate family or household.
25.5. Where, in circumstances or in respect of a period not provided for in clause 25.1, CFA is satisfied that on account of pressing necessity leave should be granted to an Employee, CFA shall grant such leave on full pay.
25.6. Casual Employees
A Casual Employee is entitled to 2 days unpaid compassionate leave in the circumstances shown at clause 25.1 above.
25.7. Additional Compassionate Leave
Notwithstanding anything contained in this clause, and in addition to any NES entitlement, additional compassionate leave may be granted at the discretion of CFA and such additional leave may be granted on full pay, reduced pay or leave without pay.

26. PARENTAL LEAVE
26.1. Entitlements
   26.1.1. Employees are entitled to parental leave in accordance with the parental leave national employment standard and this clause. For the avoidance of doubt, if there is any inconsistency between this clause and the NES to the detriment of an employee, the NES will prevail. Subject to the terms of
this clause, employees are entitled to the following:

<table>
<thead>
<tr>
<th>Type of leave</th>
<th>Paid leave</th>
<th>Unpaid leave</th>
<th>Total combined paid and unpaid leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-natal leave</td>
<td>1 Week</td>
<td></td>
<td>1 Week</td>
</tr>
<tr>
<td>Pre-natal leave - partner</td>
<td>1 Day</td>
<td></td>
<td>1 Day</td>
</tr>
<tr>
<td>Maternity leave</td>
<td>14 weeks</td>
<td>38 weeks if primary care giver</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Paternity/partner</td>
<td>1 week</td>
<td>51 weeks if primary care giver</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Adoption leave – primary care giver</td>
<td>14 weeks</td>
<td>38 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Adoption leave – secondary care giver</td>
<td>1 week</td>
<td>7 weeks</td>
<td>8 weeks</td>
</tr>
<tr>
<td>Permanent care leave</td>
<td>14 weeks if primary care giver</td>
<td></td>
<td>14 weeks</td>
</tr>
<tr>
<td>Grandparent Leave</td>
<td></td>
<td>52 weeks if primary care giver</td>
<td>52 weeks</td>
</tr>
</tbody>
</table>

26.12. The entitlements provided in this clause are in addition to any government sponsored paid parental leave scheme and/or other leave provided by this agreement.

26.2. **Eligibility**

26.2.1. The provisions of this clause apply to full-time, part-time and eligible casual Employees, but do not apply to other casual Employees.

26.2.2. The Employer must not fail to re-engage a casual Employee because:

   a) The Employee or Employee's spouse is pregnant; or
   
   b) The Employee is or has been immediately absent on parental leave.

26.2.3. The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

26.2.4. Employees who have, or will have, completed at least twelve months continuous paid service, are entitled to a combined total of 52 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child. An Employee who does not satisfy the qualifying service requirement for the paid components of leave shall be entitled to unpaid parental leave for a period not exceeding 52 weeks.

26.2.5. **Employee Couple – Concurrent leave**

   a) Parental leave is to be available to only one parent at a time, in a single unbroken period. However both parents may simultaneously take:

      i. In the case of paternity/partner leave an Employee shall be entitled to a total of 5 days paid leave (which need not be taken consecutively) and up to 7 weeks unpaid leave in connection with
the birth of a child, which may be commenced 1 week prior to the expected date of birth; and

ii. In the case of adoption leave for the secondary care giver, 1 week’s paid leave and up to 7 weeks’ unpaid leave which may be commenced at the time of placement.

iii. Subject to clause 26.9.1(a) the total concurrent leave must be for a period of 8 weeks or less. The concurrent leave may be taken in separate periods during the first 12 months after the birth or placement of the child but, unless CFA agrees, each period must not be shorter than 2 weeks. Where CFA agrees, the Employee may start concurrent leave earlier or end concurrent leave later than provided for in clause 26.2.4.

26.3. **Pre-Natal Leave**

26.3.1. **Entitlement**

a) An Employee other than a casual Employee who presents a medical certificate from a registered practitioner stating that the Employee is pregnant will have access to paid leave totalling up to 38 hours per pregnancy to enable the Employee to attend the routine medical appointments associated with the pregnancy. Each absence must be covered by a medical certificate.

b) On presentation of a medical certificate stating such, any Employee who has a partner who is pregnant will have access to paid leave under this clause totalling up to 1 day per pregnancy to enable their attendance at routine medical appointments associated with the pregnancy. Each absence must be covered by a medical certificate.

26.3.2. **Provisions**

Employees will be provided with the ability to leave work and return on the same day.

26.4. **Maternity Leave**

26.4.1. **Entitlement**

Refer clause 26.1 for leave entitlements and clause 26.2 for eligibility.

26.4.2. **Provisions**

c) An Employee must provide notice to CFA in advance of the expected date of commencement of parental leave. The notice requirements are:

i. Of the expected date of confinement (CFA may require the Employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner stating that the Employee is pregnant) - at least ten weeks;

ii. Of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.

d) When the Employee gives notice under clause 26.4.2(a) hereof the Employee must also provide a statutory declaration stating particulars
of any period of paternity/partner leave sought or taken by the Employee’s spouse and that for the period of maternity leave the Employee will not engage in any conduct inconsistent with the Employee’s contract of employment.

e) An Employee will not be in breach of this clause if failure to give the stipulated notice is caused by confinement occurring earlier than the presumed date.

f) Subject to clause 26.2, and unless agreed otherwise between CFA and the Employee, an Employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

g) Where an Employee continues to work within the six week period immediately prior to the expected date of birth, or where the Employee is on paid leave under clause 26.12.2, CFA may require the Employee to provide a certificate from a registered medical practitioner stating that they are fit to work in their present position. CFA may require the Employee to start maternity leave if the Employee:
   i. Does not give CFA the requested certificate within 7 days after the request; or
   ii. Within 7 days after the request for the certificate, gives CFA the medical certificate stating that the Employee is unfit to work.

h) Where leave is granted under clause 26.4.2(d), during the period of maternity leave an Employee may return to work at any time, as agreed between CFA and the Employee provided that the date does not exceed four weeks from the recommencement date desired by the Employee.

i) Personal Illness Leave and special maternity leave:
   i. Where the pregnancy of an Employee not currently on maternity leave terminates other than by the birth of a living child, the Employee must as soon as practicable give notice to CFA that they will be taking leave. The Employee will need to advise CFA of the period, or expected period, of the leave required (CFA may require the Employee to provide evidence that would satisfy a reasonable person that the leave is being taken for a reason below or a certificate from a registered medical practitioner), in accordance with the following:
      A. Where the pregnancy terminates during the first 20 weeks, during the notified period/s the Employee is entitled to access any paid and/or unpaid personal illness leave entitlements in accordance with the relevant personal leave provisions;
      B. Where the pregnancy terminates after the completion of 20 weeks, during the notified period/s the Employee is entitled to paid special maternity leave not exceeding the amount of paid maternity leave available under clause 26.1, and thereafter, to
unpaid special maternity leave.

ii. If an Employee takes leave for a reason outlined in clause 26.4.2(g)(i)(A) and clause 26.4.2(g)(i)(B), the employer may require the Employee to satisfy the evidence requirements outlined in clause 24.

iii. Where an Employee not then on maternity leave is suffering from an illness whether related or not to pregnancy an Employee may take any paid personal illness leave to which the Employee is entitled and/or unpaid personal illness leave in accordance with the relevant personal illness leave provisions.

26.5. Paternity/Partner leave

26.5.1. Entitlement

Refer clause 26.1 for leave entitlements and clause 26.2 for eligibility.

26.5.2. Provisions

At least ten weeks prior to each proposed period of paternity/partner leave an Employee will provide CFA with:

a) Evidence (CFA may require the Employee to provide evidence to satisfy the evidence requirements outlined in clause 26.4.2 which names the Employee’s spouse, states that the Employee is pregnant and the expected date of confinement, or states the date on which the birth took place; and

b) Written notification of the dates on which the Employee proposes to start and finish the period of paternity leave; and

c) A statutory declaration stating:

i. Except in relation to leave taken simultaneously with the child’s mother under clause 26.2 or clause 26.9.1(a), that the Employee will take the period of paternity/partner leave to become the primary care-giver of a child; and

ii. Particulars of any period of maternity leave sought or taken by the Employee’s spouse.

26.5.3. The Employee will not be in breach of clause 26.5.2 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.

26.6. Adoption Leave

26.6.1. Entitlement

Refer clause 26.1 for leave entitlements and clause 26.2 for eligibility.


a) The Employee shall be required to provide CFA with written notice of their intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body.

b) The Employee must give written notice of the day when the
placement with the Employee is expected to start as soon as possible after receiving a placement notice from an adoption agency or other appropriate body indicating the expected placement day.

c) The Employee must give the following written notice of the first and last days of any period of adoption leave they intend to apply for because of the placement:

i. When the placement notice is received within the 8 week period after receiving the placement approval notice; or

ii. As soon as reasonably practicable after receiving the placement notice. This option is considered where the placement notice is received following the 8 week period outlined in clause 26.6.2(c)(i).

26.6.3. As a general rule, the Employee must make application for leave to CFA at least ten weeks in advance of the date of commencement of adoption leave for the primary care giver and the period of leave to be taken, or 14 days in advance of adoption leave for the secondary care giver. 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.

26.6.4. Before commencing adoption leave, an Employee will provide CFA with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:

a) That the child is an eligible child, whether the Employee is taking adoption leave for a primary or secondary care giver or both and the particulars of any other authorised leave to be taken because of the placement.

b) Except in relation to leave taken simultaneously with the child's other adoptive parent under clause 26.2.5 or clause 26.9.1(a), that the Employee is seeking adoption leave to become the primary care-giver of the child; and

c) Particulars of any period of adoption leave sought or taken by the Employee's spouse.

26.6.5. An Employee must provide CFA with confirmation from the adoption agency of the start of the placement.

26.6.6. Where the placement of child for adoption with an Employee does not proceed or continue, the Employee will notify CFA immediately and CFA will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

26.6.7. 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.

26.6.8. An Employee seeking to adopt a child is, on the production of satisfactory evidence (if required), 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 CFA 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, CFA may require the Employee to take such leave instead.

26.7. **Permanent Care Leave**

26.7.1. **Entitlement**
Refer clause 26.1 for leave entitlements and clause 26.2 for eligibility.

26.7.2. **Provisions**
a) If an Employee, other than a casual Employee, is granted custody of a child under the Children, Youth and Families Act 2005 by the Children’s Court or the Family Court, and the Employee is the primary care giver for the child, the Employee will be entitled to 14 weeks’ paid leave at a time to be agreed.

b) The Employee shall be required to provide CFA with written notice of their intention to apply for Permanent Care Leave as soon as is reasonably practicable. Sufficient evidence of the custody arrangements may be required by CFA to support the taking of leave.

26.8. **Grandparent Leave**

26.8.1. **Entitlement**
Refer clause 26.1 for leave entitlements and clause 26.2 for eligibility.

26.8.2. **Provisions**
An Employee is entitled to a period of up to 52 weeks’ continuous unpaid grandparent leave in respect of the:

a) Birth of a grandchild of the Employee; or

b) Adoption of a grandchild of the Employee.

i. An Employee is only entitled to grandparent leave if they are or will be the full time primary caregiver of a grandchild.

ii. The Employee shall be required to provide CFA with written notice of their intention to apply for Grandparent Leave as soon as is reasonably practicable. Sufficient evidence to support the taking of leave may be required by CFA.

26.9. **Parental Leave - Right to Request**

26.9.1. An Employee entitled to parental leave pursuant to the provisions of clause 26.2 may request CFA to allow any of the following to assist the Employee in reconciling work and parental responsibilities:

a) To extend the period of simultaneous unpaid parental leave provided for in clause 26.2.5 up to a maximum of eight weeks;

b) To extend the period of unpaid parental leave provided for in clause 26.2.4 by a further continuous period of leave not exceeding 12 months;
c) To return from a period of parental leave on a part-time basis until the child reaches school age; or

d) Any other form of return to work requested by the Employee and at the discretion of CFA.

26.9.2. CFA shall consider the request having regard to the Employee’s circumstances and, provided the request is genuinely based on the Employee’s parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or CFA’s business. For guidance, reasonable grounds might include cost, lack of adequate replacement staff, loss of efficiency and/or the impact on customer service.

26.9.3. Employee’s request and CFA’s decision to be in writing

The Employee’s request and CFA’s decision made under clause 26.9.1 and clause 26.9.2 must be recorded in writing. CFA’s response, including details of the reasons for any refusal, must be given as soon as practicable and no later than 20 days after the request is made.

26.9.4. Request to return to work part-time

Where an Employee wishes to make a request under clause 26.9.1(c) to work on a part-time basis, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

26.10. Variation of Period of Parental Leave

Unless agreed otherwise between CFA and the Employee, where an Employee takes leave under clause 26.2 and clause 26.9.1(b) an Employee may apply to CFA to change the period of parental leave on one occasion. Any such change must be notified in writing at least two weeks prior to the commencement of the changed arrangements.

26.11. Parental Leave and Other Entitlements

26.11.1. An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 26.9.1(b).

26.11.2. Where a public holiday occurs during a period of paid parental leave, the public holiday is not to be regarded as part of the paid parental leave and CFA will grant the Employee a day off in lieu, to be taken by the Employee immediately following the period of paid parental leave.

26.12. Transfer to a Safe Job

26.12.1. Where an Employee is pregnant and provides evidence from a medical practitioner that the Employee is fit for work but it is inadvisable for the Employee to continue in their present position during a stated period because of illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee, the Employee will, if there is an appropriate safe job available, be transferred to that safe job with no other change to the Employee’s terms and conditions of
employment until the commencement of maternity leave. CFA may require the evidence referred to above to be a medical certificate.

26.12.2. If there is no appropriate safe job available and the Employee is entitled to parental leave in accordance with clause 26.1, then the Employee is entitled to paid 'no safe job' leave immediately for a period which ends at the earliest of either:

a) When the Employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner; or

b) When the Employee’s pregnancy results in the birth of a living child or when the Employee’s pregnancy ends otherwise than with the birth of a living child.

26.12.3. The entitlement to no safe job leave is in addition to any other leave entitlement the Employee has.

26.13. **Returning to work after a period of parental leave**

26.13.1. An Employee will notify CFA of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

26.13.2. Subject to clause 26.13.3, an Employee will be entitled to the position which they held immediately before commencing parental leave. In the case of an Employee transferred to a safe job pursuant to clause 26.12 hereof, the Employee will be entitled to return to the position they held immediately before such transfer.

26.13.3. Where the 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 eligible to obtain a vacant role for which the Employee is qualified, that is equivalent or the closest to, but not exceeding the status and pay of the Employee's former position. Any issue based on the location of an alternative position will be resolved on the basis of the following clauses: clause 26.13.2, clause 8, and/or clause 9.

26.14. **Replacement Employees**

26.14.1. A Replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.

26.14.2. Before CFA engages a Replacement Employee CFA must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

26.15. **Consultation and Communication during Parental leave**

26.15.1. Where an Employee is on parental leave and a definite decision has been made that will have a significant effect on the status, pay or location of the Employee’s pre-parental leave position, CFA shall take reasonable steps to:

a) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position
the Employee held before commencing parental leave; and
b) Provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

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

26.15.3. The Employee shall also notify CFA of changes of address or other contact details which might affect CFA’s capacity to comply with clause 26.15.1.

26.16. **Half Pay Provision**

The CFA may allow an Employee who is entitled to paid parental leave to take that leave at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

26.17. **Parental Leave Without Pay**

26.17.1. Upon application by the Employee, leave without pay may be granted to the primary care giver as an extension of Maternity, Adoption or Paternity/Partner Leave. The total amount of leave, inclusive of Maternity, Adoption or Paternity/Partner Leave, cannot exceed seven years.

26.17.2. The Employee must make an application for the extension of the leave each year.

26.17.3. Unless otherwise provided for in this Agreement, leave without pay under this clause shall not break the Employee’s continuity of employment, but it will not count as service for leave accrual or other purposes. An Employee will not have an entitlement to paid parental leave whilst on leave without pay under this clause.

26.17.4. Upon return to work CFA may reallocate the Employee to other duties at the Employee’s current classification.

27. **STUDY LEAVE**

27.1. Study leave with pay shall be approved for Employees undertaking courses of study approved by CFA.

27.2. Leave without pay in addition to the paid study leave may be granted to Employees upon application to CFA.

27.3. CFA 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.

27.4. Reimbursement of the costs of such courses shall be met by CFA in accordance with CFA policy.

27.5. At all times leave is subject to operational requirements and determined on that basis.
28. DEFENCE FORCE LEAVE
28.1. A leave of absence with pay may be granted for fourteen (14) days in any calendar year to any Employee who is a voluntary member of the Reserve Forces for the purposes of attending an annual training camp, and a further four (4) days a year may be granted for the same purpose following the certification of the Commanding Officer of the particular service unit concerned that such additional days are required.

28.2. CFA may approve paid/unpaid leave for greater periods than those provided above if special circumstances exist.

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

28.4. If an Employee is on approved unpaid leave, and the base salary (excluding allowances) received by the Employee from the Australian Defence Force for their Defence Reserve service during his or her ordinary hours of work is below the Employee's CFA salary, CFA will, unless exceptional circumstances arise, pay to the Employee make-up pay to their normal CFA salary for the period of Defence Reserve service.

29. JURY SERVICE LEAVE
29.1. An Employee, other than a Casual Employee, who is called upon to serve on a jury during his or her ordinary hours of work will be granted leave in respect of ordinary time that would have otherwise been worked. The Employee is entitled to payment if sufficient evidence is provided in accordance with clause 29.2.

29.2. The Employee will provide CFA as soon as possible with:

29.2.1. The date/s they are required to attend for jury service;

29.2.2. Satisfactory evidence of the duration of attendance; and

29.2.3. The amount of jury service paid or payable to them.

29.3. If determined by CFA, the amount payable to the Employee by CFA is to be reduced by the total amount of jury service pay that has been paid, or is payable, to the Employee, as disclosed in the evidence provided in accordance with clause 29.2.

29.4. Casual Employees will be entitled to unpaid leave for the period of jury service. Casual Employees will be required to notify CFA as soon as possible of the date/s they are required to attend for jury service, and provide satisfactory evidence of the duration of attendance if requested.

30. BLOOD DONORS LEAVE
30.1. Leave may be granted to an Employee without loss of pay to visit the Red Cross Blood Bank as a donor once every three months.

30.2. Access to this entitlement will be subject to the business requirements of CFA.

31. EMERGENCY LEAVE
Employees may be granted up to three days paid emergency leave per annum where CFA agrees that emergency or special circumstances exist.
32. PURCHASED LEAVE

32.1. Notwithstanding any other provision of this Agreement, an Employee may, with the agreement of CFA, purchase up to 4 weeks leave per year in addition to the employee's annual leave entitlement.

32.2. Where CFA agrees and an Employee elects to purchase additional leave by requesting a reduction in the number of working weeks, the Employee will receive additional leave as follows:

<table>
<thead>
<tr>
<th>Option</th>
<th>Additional Leave</th>
<th>Total Leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>48/52 weeks</td>
<td>Additional 4 weeks leave</td>
<td>8 weeks in total</td>
</tr>
<tr>
<td>49/52 weeks</td>
<td>Additional 3 weeks leave</td>
<td>7 weeks in total</td>
</tr>
<tr>
<td>50/52 weeks</td>
<td>Additional 2 weeks leave</td>
<td>6 weeks in total</td>
</tr>
<tr>
<td>51/52 weeks</td>
<td>Additional 1 week leave</td>
<td>5 weeks in total</td>
</tr>
</tbody>
</table>

32.3. The Employee's salary will be adjusted equal to the period they have elected to work (e.g. 48 weeks), and this salary will be spread over a 52 week period.

32.4. Access to this entitlement may only be granted on written application being made by the Employee to the appropriate line manager with endorsement by the appropriate Director or Director Human Resources and will be subject to the business requirements of CFA.

32.5. An Employee working under the Purchased Leave Model may request a reversion to standard employment conditions. Such requests can only be made every 12 months from the date of transfer to the Purchased Leave Model and subject to all purchased leave having been taken in full.

32.6. Purchased Leave is not Annual Leave and does not attract the Annual Leave Loading.

PART 5 – REMUNERATION, CLASSIFICATION STRUCTURE, HOURS OF WORK AND RELATED MATTERS

33. WAGES

33.1. An employee is entitled to the total wage specified in the wages tables at Schedule 1 that is applicable to the employee's classification, as provided by clause 39, provided that CFA may, subject to the terms of this agreement, 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 and that such duties do not promote de-skilling.

33.2. The total wage includes:

33.2.1. For all Employees:

   a) a payment for the performance of up to 10 hours overtime per fortnight pursuant to clause 40.3.4(c);

   b) an availability / standby allowance of 4.5% as provided by clause 7.5 and indicated in the wages tables in Schedule 1;

   c) an higher duties allowance for a continuous period of less than 5
working days; and

d) a supervision allowance.

33.2.2. A component for enhanced fitness / detachment requirements of the role for TOs.

33.3. All Employees will be paid the rates of pay set out in Schedule 1 for their classification of employment. The rates of pay within Schedule 1 include the following salary increases:

33.3.1. Effective from the first pay period to commence on or after 17 September 2014- 4.5% increase;

33.3.2. Effective from the first pay period to commence on or after the 17th March 2015- 1.5% increase;

33.3.3. Effective from the first pay period to commence on or after the 17 September 2015- 4% increase.

33.3.4. Effective from the first pay period to commence on or 17 September 2016- 4% increase.

33.4. Each full time employee employed as at the date in principle agreement is reached between the parties shall be paid a one-off payment of $2500.

33.4.1. A pro-rata payment shall be made to any part time employee.

33.4.2. The payment is to be made on the first pay day that occurs 7 days after the date this agreement is approved by the Fair Work Commission.

34. EXPENSES AND REIMBURSEMENTS

34.1. In cases involving overnight accommodation, an Employee is entitled to reimbursement of accommodation, meals and incidental expenses necessarily incurred as part of their duties and responsibilities and as specified in Schedule 2.

34.2. Wherever practicable, CFA will provide vehicles to support work undertaken by Employees covered by this Agreement. Where CFA provides a vehicle to an Employee to support work undertaken, the Employee must ensure that the log books are filled out in accordance with the Travelling Expenses and Personal Expenses Policy, as amended by CFA from time to time.

34.3. Employees who are required and authorised by CFA to use their own vehicle for work related purposes will be entitled to receive a payment of 97.1 cents per kilometre travelled. The rate of this reimbursement shall not be increased until the rate prescribed by ATO exceeds 97.1 cents per kilometre.

34.4. Where an Employee who is required, as part of his or her duties, to hold a vehicle licence, the employee is entitled to reimbursement of the licence renewal fee.

34.5. Child Care Reimbursement

34.5.1. An employee who is recalled, retained at work or required to work overtime and who incurs additional child care costs shall be entitled to claim reimbursement of those costs.

34.5.2. Subject to prior approval, any such claim is required to be supported by evidence satisfactory to CFA.
35. **HIGHER DUTIES**

35.1. An Employee who is assigned to perform the duties of a position above his or her rank for a period of 5 or more consecutive working days is entitled to claim higher duties for the period of higher duties.

35.2. The Employee will be paid remuneration at the rate applicable to the higher ranking position.

35.3. Higher duties of less than 5 consecutive working days are provided for in the total wage provided in Schedule 1.

36. **JOURNEY ACCIDENT COVER**

36.1. CFA will provide Journey Accident Insurance to all Employees covered by this Agreement when travelling directly between their place of residence and place of business for the purposes of starting and/or ending the day's work provided that no coverage or entitlement to Workers Compensation exists.

36.2. The insurance will be sufficient to ensure that during an employee's time lost due to journey accidents is maintained at 95% of pre-injury salary up to a maximum of $1200 per week and for, up to 104 weeks.

37. **SUPERANNUATION**

37.1. All Employees covered by this Agreement have been designated as Operational for the purposes of membership of the Emergency Services Superannuation scheme (ESSS).

37.2. Subject to legislative and Government approval, Employees may elect for their Employee contribution to be made on a salary sacrifice basis.

38. **SALARY PACKAGING**

38.1. During the term of this agreement the parties agree that Employees will have access to the salary packaging options in accordance with Government Guidelines and relevant legislation.

38.2. Although salary packaging options are being made available consistent with clause 38.1, above, CFA:

38.2.1. does not encourage, discourage or recommend that Employees enter into said arrangements,

38.2.2. will not and does not provide advice as to the suitability and/or benefits of said arrangements, and

38.3. Subject to legislative and Government approval, Employees may elect for their Employee superannuation contribution to be made on a salary sacrifice basis.

39. **CLASSIFICATION STRUCTURE**

39.1. The classification structure set out in this clause:

39.1.1. corresponds to the Grades provided in the wages tables in Schedule 1;

39.1.2. is a clarification of the definitions in the existing structure and will not result in reclassification of existing employees.

39.2. Recognised Prior Learning (RPL) may be accepted, as appropriate, for any
39.3. **DMO Classification Definitions**

39.3.1. **District Mechanical Officer Grade 1 [DMO 1]** means an employee who:

a) is a qualified motor mechanic;

b) possesses the skills to work in an entry level role but does not possess all of the skills required to perform the role of DMO 2;

c) must, within the timeframes set out by CFA, obtain the skills required by CFA to operate as a DMO 2, including:
   i. operate heavy rigid vehicles;
   ii. maintain safety and render first aid assistance to others in the environments in which CFA DMOs operate; and

d) routinely seeks advice and direction from more senior workshop staff when required; and

e) is appointed to the role.

39.3.2. **District Mechanical Officer Grade 2 [DMO 2]** means an employee who:

a) meets all of the requirements for DMO 1;

b) has obtained the skills required by CFA to operate as a DMO 2, including:
   i. operation of heavy rigid vehicles;
   ii. the ability to maintain safety and render assistance to others in the environments in which CFA DMOs operate; and
   iii. is assessed by CFA as having sufficient knowledge of CFA systems and equipment to work autonomously as part of the after-hours roster.

c) routinely seeks advice and direction from more senior workshop staff; and

d) may supervise unqualified staff.

39.3.3. **District Mechanical Officer Grade 3 [DMO 3]** means an employee who:

a) meets all of the requirements for DMO 2;

b) has obtained additional post-apprenticeship technical skills required by CFA, including being licenced to test heavy vehicles;

c) occasionally seeks advice and direction from more senior workshop staff;

d) provides assistance to DMO 1 and DMO 2 staff; and

e) may supervise unqualified staff.

39.3.4. **District Mechanical Officer Grade 4 [DMO 4]** means an employee who:

a) meets all of the requirements for DMO 3 requirements;

b) has successfully undertaken such further technical qualifications and specialised training related to Aerial Appliances as specified by CFA,
including obtaining a Class WP licence to perform high risk work;

c) seeks advice and direction from more senior workshop staff when required;

d) is capable of instructing, supervising and ensuring the safety of others when they are assisting with the repair and/or maintenance of major equipment;

e) reports to the workshop OiC;

f) is appointed to an Aerial Technician position; and

g) the DMO4 classification definition is the minimum definition that applies to aerial technicians. Where CFA requires additional skills and/or responsibilities to be acquired and/or undertaken, it may appoint an aerial technician to DMO5.

39.3.5. **District Mechanical Officer Grade 5 [DMO 5]** means an employee who:

a) meets all of the requirements for DMO 3;

b) must complete the management training required by CFA within the required timeframes following appointment.

c) performs supervisory responsibilities and assists with workshop management under the direction of the OiC;

d) reports to the workshop OiC; and

e) is appointed to the role of Leading Hand.

39.3.6. **District Mechanical Officer Grade 6 [DMO 6]** means an employee who:

a) meets all of the requirements for DMO 5;

b) has successfully completed CFA’s OH&S Policies and Procedures training within the timeframes required by CFA following appointment;

c) is responsible for all aspects of workshop operations;

d) reports to Manager Fleet Maintenance; and

e) is appointed as an Officer in Charge of a workshop.

39.3.7. **District Mechanical Officer Grade 7 [DMO 7]** means the current DMO7 who is OiC of the Cranbourne Workshop and OiC of the Aerial Appliance portfolio.

a) The position of DMO 7 has the requirements and responsibilities of the:

i. DMO 6 role; and

ii. Officer in Charge – Major Equipment role; and.

b) This role classification will not exist once the current DMO7 resigns or otherwise relinquishes his role as DMO7.

39.3.8. **Officer in Charge – Major Equipment [OiC ME]** means an employee who:

a) meets all of the requirements for DMO 4;
b) has successfully undertaken such further technical qualifications and specialised training in Engineering related to Fluid Power as required by CFA;

c) has successfully completed CFA’s OH&S Policies and Procedures training;

d) is capable of instructing, supervising and ensuring the safety of others when they are assisting with the repair and/or maintenance of major equipment; and

e) is appointed as OIC – ME on a permanent or temporary basis.

39.4. TO Classification Definitions

39.4.1. Tower Overseer Grade 1 [T01] means an employee who:

a) possesses the skills required by CFA to work in an entry level position assisting more senior TOs, including:
   i. the ability to operate medium rigid vehicles;
   ii. the ability to perform welding tasks to a trade standard;
   iii. a nationally accredited Dogging qualification; and
   iv. render first aid assistance to others in the environments in which CFA TOs operate.

b) must, within the timeframes set out by CFA, obtain the skills required by CFA to maintain safety and render assistance to others in the environments in which CFA TOs operate;

c) works under the direction of more senior TOs; and;

d) is appointed to the role.

39.4.2. Tower Overseer Grade 2 [T02] means an employee who:

a) meets all of the requirements for TO 1;

b) has obtained the skills required by CFA to:
   i. perform high risk work (WP Class);
   ii. operate as an accredited rigger to an intermediate level; and
   iii. hold and maintain accreditation for working at heights;

c) performs work with supervision.

d) frequently seeks advice and direction from more senior TOs; and

e) does not perform any supervisory responsibilities.

39.4.3. Tower Overseer Grade 3 [T03] means an employee who:

a) meets all of the requirements for TO 2;

b) has obtained the skills required by CFA to be accredited in Safe Work procedures;

c) provides advice and assistance to TO1 and TO2 staff;

d) where required seeks advice and direction from TO 4 staff and/or the
39.4.4. **Tower Overseer Grade 4 [TO4]** means an employee who;

a) meets all of the requirements for TO 3;

b) must complete the management training required by CFA within the required timeframes following appointment.

c) operate as an accredited rigger to an advanced level; and

d) works without supervision;

e) seeks advice and direction from the Manager, Communications Operations where required; and

f) Frequently directs and/or supervise the work of others.

40. **HOURS OF WORK, OVERTIME, TIME-IN-LIEU AND BREAKS**

40.1. **Ordinary Hours**

40.1.1. *Ordinary hours* means an average of 38 hours per week (excluding a meal break) that are worked in accordance with this clause between the span of hours 6:00am and 6:00pm Monday to Friday.

40.1.2. Employees should not work greater than 14 hours in a 24 hours period. The 14 hours does not include unpaid breaks.

40.1.3. Each employee will receive at least 10 hours off duty, except where the Employee works greater than 14 hours in a 24 hour period, the employee will receive at least 12 hours off duty. An employee will only be required to work greater than 14 hours in 24 hour period in extreme circumstances, for example during the first 24 hours of a major fire or incident.

40.1.4. Where an Employee does not receive the appropriate hours off duty provided for in clause 40.1.3, overtime provisions will apply until the Employee has received the appropriate time off duty.

40.1.5. Employees covered by this Agreement will received a rostered day off (RDO) without loss of pay by working their ordinary hours such that they will work 19 days in each 28 day period.

a) The hours worked will be:

i. within the span of ordinary hours; and

ii. as required by CFA; and

b) the 4 weeks annual leave available to each full time employee includes the RDO;

c) the day off will be nominated by CFA; and

d) The days off are to be scheduled/rostered and taken as they are accrued and are not to accumulate, except that:

i. an Employee may apply to their line manager to defer a scheduled day off for a period not greater than 1 month.
ii. CFA may defer, in consultation with the employee, a scheduled
day off for a period not greater than 1 month.

40.1.6. Make Up Time

a) An Employee may elect, with the consent of CFA, to work “Make up
Time”, by which the Employee may take time off during ordinary
hours of work and work an equivalent number of hours at a later time,
during the spread of hours as provided.

b) The provisions of clause 40.3.2 will not apply where an employee
requests specific accommodation of the employee’s personal
circumstances, as provided in clause 40.1.6(a), that requires the
employee to work hours that would otherwise be considered overtime
and/or time-in-lieu under clause 40.3.2.

40.1.7. This agreement will not alter existing hours of work arrangements for any
employee.

40.2. Breaks

40.2.1. An Employee is entitled to a paid ten minute break and a minimum 30
minute unpaid meal break for each 5 consecutive hours of work.

40.2.2. The 5 consecutive hours includes a paid break but does not include an
unpaid meal break.

40.3. Overtime and Time-in-lieu

40.3.1. An Employee must obtain prior approval from their supervisor/line
manager before commencing work for which overtime or time-in-lieu
applies.

40.3.2. Overtime and Time-in-lieu provisions will apply where one of the following
circumstances exist:

a) The Employee is required or approved to work in excess of 10
consecutive hours, not including unpaid breaks; or

b) The Employee is required to work more than 44 hours in any single
week, where a single week is Monday to Friday of the same week; or

c) does not receive the appropriate rest time between shifts. As
provided in clause 40.1.3, the appropriate time off duty is:

i. 10 hours where the immediate previous shift is 14 hours or less,
not including breaks; or

ii. 12 hours off duty where the immediate previous shift is greater
than 14 hours in length, not including breaks; or

d) The Employee is required to work outside of the span of hours, as
provided in clause 40.1.1. Work outside the span of hours is work
undertaken;

i. Between the hours of 6:00pm and 6:00am Monday to Friday;
and/or

ii. on a Saturday or Sunday; or

e) The Employee is required or approved to work on a Public Holiday;
or

f) The Employee is required or approved to work in excess of an average of 38 hours per week averaged and worked over an four week period.

40.3.3. An employee who works such hours provided by clause 40.3.2 may request one of the following as compensation and CFA will make the final determination based on organisational requirements:

a) Overtime payments pursuant to clause 40.3.4; or

b) Time-in-lieu pursuant to clause 40.3.5 and of an amount equivalent to the applicable overtime rate for the time worked.

40.3.4. Overtime Provisions

a) Overtime will be paid for after-hours call outs, weekend work and work on public holidays at the rates specified in clause 40.3.4 (b), unless taken as time-in-lieu in accordance with clause 40.3.5.

b) Overtime worked on a:

i. Monday to Saturday will be paid at the rate of time and a half for the first three hours and double time thereafter until the completion of the overtime work;

ii. Sunday the rate will be double time, and

iii. Public Holiday, at the rate of double time and a half except as provided by clause 40.4 when working the After Hours Duty roster.

c) The Total Wage specified in Schedule 1 compensates DMOs and TOs for up to ten (10) hours overtime per 14 day work cycle worked in connection with ordinary hours, as defined in clause 40.1.1, that is travel time to and/or from Duty Work Locations other than the employee's Appointed Work Location.

40.3.5. Time-in-lieu Provisions

a) Accrual of time-in-lieu is to be managed by DMO Officers-in-Charge and Manager Communications – Operations to ensure that accrued time is:

b) taken within one month of accrual; and

i. not to accrue past 24 hours.

ii. In the event that the limit of 24 hours accrued time-in-lieu is exceeded then all excess will be paid out at the overtime rate provided under clause 40.2.4, as applicable to the time and/or day when the time was accrued. Any further accrual will be paid at the appropriate rate until TIL balance is reduced sufficiently to allow for TIL accrual without exceeding 24 hours.
Total Fire Ban (TFB) Days

40.4.1 All DMOs / TOs agree to be available for recall for duty on days of TFB called in their workshop's nominated TFB district which fall on any weekend or gazetted public holiday. An EAS pager will be carried by each DMO during the declared fire danger period to facilitate their recall on days of Total Fire Bans and for support at major incidents.

40.4.2 Each workshop will have 2 DMOs available on standby for immediate recall on days of Total Fire Ban that occur on weekends or Public Holidays.

40.4.3 Where a DMO / TO is recalled to duty on such TFB days, as outlined in clause 0, then the provisions specified in clause 40.5.2 will apply.

40.4.4 DMOs may apply, at least two weeks in advance, through their Direct Manager, to the Manager Fleet Infrastructure and seek an exemption from potential TFB callout on any day throughout the year. Tower Overseer's in a similar circumstance will apply to the Manager Communications.

40.4.5 Time in lieu and rostered days off are permitted to be taken on a TFB day during the week. However on such days DMO(s) must be available via pager (Tower Overseers by mobile phone) for recall to duty, unless they have been granted an exemption under subclause 0 above.

40.4.6 Any issues arising from the application of clause 40.4.5 may be referred to the Joint Consultative Committee as per clause 10 of this Agreement.

40.5 After-Hours Duty Roster

40.5.1 Workshops shall participate in the provision of an after-hours availability of a District Mechanical Officer / Tower Overseer for all Regions. In recognition of after-hours availability, District Mechanical Officers / Tower Overseers are entitled to the availability allowance specified for their rank level which is included in the rates in Schedule 1 of this Agreement.

40.5.2 Where District Mechanical Officers/Tower Overseers are called out after hours, they are entitled to the following:-

40.5.2.1 Where the Employee is rostered for after-hours availability they will be paid a minimum three hours for the first callout after hours on any particular day and hour-for-hour for any callout thereafter on the same day. This applies to after-hours callout on any workday or weekend. However, where the Employee is not rostered they will be paid a minimum four hours for the first callout after-hours.

40.5.2.2 The rate payable for call outs will be as provided in clause 40.3.4(b) unless taken as time in lieu in accordance with clause 40.3.5.

40.5.2.3 For gazetted public holidays, the entitlement is 8 hours time in lieu plus 3 hours (rostered DMOs) or 4 hours (non rostered DMOs) minimum for the first callout, and hour-for-hour for any callout thereafter on the same day.

40.5.3 "Employees covered by this agreement will have access to an appropriately equipped field service vehicle to undertake their duties".
40.6 DMO Provisions

40.6.1 Guidelines for Work at a Major Fire or Incident

a) The maximum hours provisions of clause 40.1.2 and clause 40.1.3 apply to Employees working at a major fire or incident and the 14 hour limit includes any time worked at their ordinary work location prior to commencing work at a major fire or incident.

b) However, it is recognised that during the first 24 hours of a major fire or incident, there may be practical difficulties in meeting these parameters. However, extending a person’s duty time beyond 14 hours will only be considered in extreme circumstances.

c) Where practical, the maximum consecutive days worked should be limited to 6. Immediate relief is to be organised where it is apparent that these limits are to be exceeded.

d) Employees working long hours will be provided suitable refreshment, sustenance, accommodation and assisted transport to home or place of accommodation. (e.g. Taxis).

e) Where a 24-hour duty roster is initiated in response to a major fire or incident, the hours worked by Employee within that duty roster will replace the ordinary hours of work for that Employee for the duration of the duty roster.

f) For example, an Employee who is rostered and performs a night-shift and would ordinarily be required to report for duty the following morning, will not then be expected to perform their ordinary hours of work on the following day. Conversely, the Employee will not have the hours they would have ordinarily worked recognised as time worked or be required to take leave of any sort.

40.6.2 DMO Reliever Positions

a) The transition process that applied under the previous agreement to DMO Reliever Positions, including the superable 2.5% lump sum payment will not apply from the commencement of this agreement.

b) The former DMO Reliever employees will receive all of the wage increases provided at clause 33.3. The wage increases will be applied to the former DMO Relievers current substantive wage, and be included for all other purposes of this agreement.

41. DMO ANNUAL LEAVE LOADING

41.1. DMO Employees shall be entitled to the payment of annual leave loading at the rate of 17.5% for four weeks accrued annual leave in each year of completed service.

41.2. The allowance will be based on the Employee’s total wage.

41.3. Annual leave loading is payable on accrued but untaken annual leave which is payable to the Employee at the time their employment is terminated.

42. TO ANNUAL LEAVE LOADING

42.1. TO Employees shall be entitled to an annual Leave loading allowance at the rate of
17.5% for each day of annual leave accrued in a 12 month period.

42.2. The allowance will be based on the Employee's:

42.2.1. Total wage, as provided in Schedule 1 or pro rata for part time employees or employees who have purchased leave; and.

42.2.2. Annual leave accrual over the previous 12 months to 1 July each year.

42.3. The allowance will be paid as a lump sum each year in the first full pay period after 1 July of that year and not at the time that any annual leave is taken in that year.

42.4. Transitional Process

42.4.1. The entitlement to annual leave loading in clause 42.1 will commence from 1 July 2014.

42.4.2. Prior to 1 July 2014, annual leave loading will be provided in accordance with clause 41 of this agreement, as if it were applicable to TO Employees.

42.4.3. The annual leave loading for TO Employees on any accrued but untaken annual leave as at 1 July 2014 will be paid to the Employee in the first full pay period after 1 July 2014.

42.5. Annual leave loading is payable on accrued but untaken annual leave which is payable to the Employee at the time their employment is terminated and for which a payment has not already been made in accordance with this clause.

43. AMENITIES

To cater for field work, when on duty away from their normal place of work all District Mechanical Officers and Tower Overseers will be provided with facilities for preparing hot drinks, including stainless steel vacuum flask and supplies of tea, coffee, milk, sugar and water.

44. UNIFORMS AND PROTECTIVE CLOTHING

44.1. All DMOs and Tower Overseers will be provided with approved CFA uniform for duties as prescribed by CFA.

44.2. All DMOs and Tower Overseers will be provided with protective clothing as appropriate for the duties performed and locations attended as agreed by CFA and DMO/TO representatives.

44.3. CFA agrees to maintain or replace items of uniform and protective clothing to ensure they are available and fit for purpose at all times.
SCHEDULE 1 – RATES OF PAY, ALLOWANCES AND CLASSIFICATION STRUCTURES

1. DMOs

Wages Tables for DMO

(A) Wages payable from the first pay period to commence on or after the date of reaching in principle agreement

<table>
<thead>
<tr>
<th>DMO</th>
<th>Weekly wage</th>
<th>Annual Wage</th>
<th>4.5% Availability Allowance</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>DMO 1</td>
<td>1047.00</td>
<td>54632.00</td>
<td>N/A</td>
<td>54632.00</td>
</tr>
<tr>
<td>DMO 2</td>
<td>1066.00</td>
<td>55625.00</td>
<td>2503.00</td>
<td>58129.00</td>
</tr>
<tr>
<td>DMO 3</td>
<td>1106.00</td>
<td>57727.00</td>
<td>2598.00</td>
<td>60325.00</td>
</tr>
<tr>
<td>DMO 4</td>
<td>1240.00</td>
<td>64674.00</td>
<td>2910.00</td>
<td>67584.00</td>
</tr>
<tr>
<td>DMO 5</td>
<td>1266.00</td>
<td>66057.00</td>
<td>2973.00</td>
<td>69030.00</td>
</tr>
<tr>
<td>DMO 6</td>
<td>1580.00</td>
<td>82441.00</td>
<td>3710.00</td>
<td>86151.00</td>
</tr>
<tr>
<td>DMO 7</td>
<td>1740.00</td>
<td>90631.00</td>
<td>4078.00</td>
<td>94709.00</td>
</tr>
</tbody>
</table>

(B) Wages payable from the first pay period to commence on or after 6 months from the date of in principle agreement.

<table>
<thead>
<tr>
<th>DMO</th>
<th>Weekly wage</th>
<th>Annual Wage</th>
<th>4.5% Availability Allowance</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>DMO 1</td>
<td>1063.00</td>
<td>55452.00</td>
<td>N/A</td>
<td>55452.00</td>
</tr>
<tr>
<td>DMO 2</td>
<td>1082.00</td>
<td>56460.00</td>
<td>2541.00</td>
<td>59000.00</td>
</tr>
<tr>
<td>DMO</td>
<td>Weekly wage</td>
<td>Annual Wage</td>
<td>4.5% Availability Allowance</td>
<td>Total</td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td>-------------</td>
<td>-----------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>DMO 1</td>
<td>1105.00</td>
<td>57670.00</td>
<td>N/A</td>
<td>57670.00</td>
</tr>
<tr>
<td>DMO 2</td>
<td>1125.00</td>
<td>58718.00</td>
<td>2642.00</td>
<td>61360.00</td>
</tr>
<tr>
<td>DMO 3</td>
<td>1168.00</td>
<td>60936.00</td>
<td>2742.00</td>
<td>63679.00</td>
</tr>
<tr>
<td>DMO 4</td>
<td>1308.00</td>
<td>68270.00</td>
<td>3072.00</td>
<td>71342.00</td>
</tr>
<tr>
<td>DMO 5</td>
<td>1336.00</td>
<td>69730.00</td>
<td>3138.00</td>
<td>72868.00</td>
</tr>
<tr>
<td>DMO 6</td>
<td>1668.00</td>
<td>87025.00</td>
<td>3916.00</td>
<td>90941.00</td>
</tr>
<tr>
<td>DMO 7</td>
<td>1834.00</td>
<td>95670.00</td>
<td>4305.00</td>
<td>99975.00</td>
</tr>
</tbody>
</table>

(C) Wages payable from the first pay period to commence on or after 12 months from the date of in principle agreement.
(D) Wages payable from the first pay period to commence on or after 24 months from the date of in principle agreement.

<table>
<thead>
<tr>
<th>DMO</th>
<th>Weekly wage</th>
<th>Annual Wage</th>
<th>4.5% Availability Allowance</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>DMO 1</td>
<td>1149.00</td>
<td>59977.00</td>
<td>N/A</td>
<td>59977.00</td>
</tr>
<tr>
<td>DMO 2</td>
<td>1170.00</td>
<td>61067.00</td>
<td>2748.00</td>
<td>63815.00</td>
</tr>
<tr>
<td>DMO 3</td>
<td>1215.00</td>
<td>63374.00</td>
<td>2852.00</td>
<td>66226.00</td>
</tr>
<tr>
<td>DMO 4</td>
<td>1361.00</td>
<td>71001.00</td>
<td>3195.00</td>
<td>74196.00</td>
</tr>
<tr>
<td>DMO 5</td>
<td>1390.00</td>
<td>72519.00</td>
<td>3263.00</td>
<td>75783.00</td>
</tr>
<tr>
<td>DMO 6</td>
<td>1735.00</td>
<td>90506.00</td>
<td>4073.00</td>
<td>94578.00</td>
</tr>
<tr>
<td>DMO 7</td>
<td>1907.00</td>
<td>99497.00</td>
<td>4477.00</td>
<td>103974.00</td>
</tr>
</tbody>
</table>

1.1 DMO Allowances:
Allowances rates shall be increased in line with increases in wages and apply from the same effective operative date.

1.1.1. An Employee who holds an "A" Grade Automotive Engineering Certificate or equivalent and/or has successfully completed a nationally accredited management/supervision qualification, as determined by CFA, will be paid the following Qualification Allowance, which will be paid as of the first pay period on or after the date indicated in the table below:

<table>
<thead>
<tr>
<th>Qualification Allowance</th>
<th>initial increase 4.5%</th>
<th>+ 6 months 1.50%</th>
<th>+ 12 months 4.00%</th>
<th>+24 months 4.00%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualification Allowance</td>
<td>655.00</td>
<td>665.00</td>
<td>691.00</td>
<td>719.00</td>
</tr>
</tbody>
</table>
1.1.2. DMOs required to carry out relieving duties at another location for 5 consecutive work days or more will receive the following payments, which will be paid as of the first pay period on or after the date indicated in the table below:

<table>
<thead>
<tr>
<th>Relieving Duties Allowance</th>
<th>initial increase 4.5%</th>
<th>+ 6 months 1.50%</th>
<th>+ 12 months 4.00%</th>
<th>+24 months 4.00%</th>
</tr>
</thead>
<tbody>
<tr>
<td>158.00</td>
<td>160.00</td>
<td>166.00</td>
<td>173.00</td>
<td></td>
</tr>
</tbody>
</table>

1.1.3. In lieu of a claiming single day meal allowances where overnight accommodation is not required DMOs will receive an annual field allowance payment, which will be paid as of the first pay period on or after the date indicated in the table below:

<table>
<thead>
<tr>
<th>Field Allowance</th>
<th>initial increase 4.5%</th>
<th>+ 6 months 1.50%</th>
<th>+ 12 months 4.00%</th>
<th>+24 months 4.00%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1689.00</td>
<td>1714.00</td>
<td>1783.00</td>
<td>1854.00</td>
<td></td>
</tr>
</tbody>
</table>

1.1.4. An Employee covered by this Agreement who holds a current First Aid Certificate shall be paid the following, which will be paid as of the first pay period on or after the date indicated in the table below:

<table>
<thead>
<tr>
<th>First Aid Allowance</th>
<th>Initial increase 4.5%</th>
<th>+ 6 months 1.50%</th>
<th>+ 12 months 4.00%</th>
<th>+24 months 4.00%</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.00</td>
<td>17.00</td>
<td>17.00</td>
<td>18.00</td>
<td></td>
</tr>
</tbody>
</table>
1.2. Officer in Charge – Major Equipment (OIC – ME)

a) An Employee appointed as OIC – ME will receive an allowance of 10% of the Level 6 total wage as provided by Schedule 1.

b) The allowance will be incorporated into the employee’s fortnightly wages and:

(i) included for all purposes, including but not limited to the calculation of superannuation contributions, annual leave loadings and the availability allowance shown at clause 31.2; and be

(ii) payable during periods of leave where the leave is contiguous to the employee’s appointment to the position both pre and post the leave.

c) In circumstances where CFA determine a need to appoint another DMO to OIC – ME on a temporary basis, based on workload or absence of appointed OIC – ME, the DMO permanently appointed to the position will continue to receive the allowance.

d) Where an operational need arises, CFA may appoint more than one DMO to a role encompassed by the duties of the OIC – ME.
2. **TOs**

2.1. **Wages Tables for TOs**

(A) Initial 4.5% increase

<table>
<thead>
<tr>
<th>TO</th>
<th>Weekly wage</th>
<th>Annual Wage</th>
<th>4.5% Availability Allowance</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO1</td>
<td>1065.00</td>
<td>55566.00</td>
<td>2500.00</td>
<td>58066.00</td>
</tr>
<tr>
<td>TO2</td>
<td>1135.00</td>
<td>59224.00</td>
<td>2665.00</td>
<td>61889.00</td>
</tr>
<tr>
<td>TO3</td>
<td>1211.00</td>
<td>63171.00</td>
<td>2843.00</td>
<td>66014.00</td>
</tr>
<tr>
<td>TO4</td>
<td>1301.00</td>
<td>67877.00</td>
<td>3054.00</td>
<td>70931.00</td>
</tr>
</tbody>
</table>

(B) 1.5% increase after 6 months

<table>
<thead>
<tr>
<th>TO</th>
<th>Weekly wage</th>
<th>Annual Wage</th>
<th>4.5% Availability Allowance</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO1</td>
<td>1081.00</td>
<td>56399.00</td>
<td>2538.00</td>
<td>58937.00</td>
</tr>
<tr>
<td>TO2</td>
<td>1152.00</td>
<td>60112.00</td>
<td>2705.00</td>
<td>62818.00</td>
</tr>
<tr>
<td>TO3</td>
<td>1229.00</td>
<td>64119.00</td>
<td>2885.00</td>
<td>67004.00</td>
</tr>
<tr>
<td>TO4</td>
<td>1320.00</td>
<td>68895.00</td>
<td>3100.00</td>
<td>71995.00</td>
</tr>
</tbody>
</table>
### (C) 4.0% increase after 12 months

<table>
<thead>
<tr>
<th>TO</th>
<th>Weekly wage</th>
<th>Annual Wage</th>
<th>4.5% Availability Allowance</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO1</td>
<td>1124.00</td>
<td>58655.00</td>
<td>2639.00</td>
<td>61295.00</td>
</tr>
<tr>
<td>TO2</td>
<td>1198.00</td>
<td>62517.00</td>
<td>2813.00</td>
<td>65330.00</td>
</tr>
<tr>
<td>TO3</td>
<td>1278.00</td>
<td>66684.00</td>
<td>3001.00</td>
<td>69684.00</td>
</tr>
<tr>
<td>TO4</td>
<td>1373.00</td>
<td>71651.00</td>
<td>3224.00</td>
<td>74875.00</td>
</tr>
</tbody>
</table>

### (D) 4.0% increase after 24 months

<table>
<thead>
<tr>
<th>TO</th>
<th>Weekly wage</th>
<th>Annual Wage</th>
<th>4.5% Availability Allowance</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO1</td>
<td>1169.00</td>
<td>61002.00</td>
<td>2745.00</td>
<td>63747.00</td>
</tr>
<tr>
<td>TO2</td>
<td>1246.00</td>
<td>65018.00</td>
<td>2926.00</td>
<td>67943.00</td>
</tr>
<tr>
<td>TO3</td>
<td>1329.00</td>
<td>69351.00</td>
<td>3120.00</td>
<td>72472.00</td>
</tr>
<tr>
<td>TO4</td>
<td>1428.00</td>
<td>74517.00</td>
<td>3353.00</td>
<td>77870.00</td>
</tr>
</tbody>
</table>
2.2 TO Allowances

2.1.1. In lieu of a claiming single day meal allowances where overnight accommodation is not required TOs will receive an annual field allowance payment, which will be paid as of the first pay period on or after the date indicated in the table below:

<table>
<thead>
<tr>
<th>Field Allowance</th>
<th>initial increase 4.5%</th>
<th>+ 6 months 1.50%</th>
<th>+ 12 months 4.00%</th>
<th>+24 months 4.00%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1689.00</td>
<td>1714.00</td>
<td>1783.00</td>
<td>1854.00</td>
</tr>
</tbody>
</table>

2.1.2 An Employee covered by this Agreement who holds a current First Aid Certificate shall be paid the following, which will be paid as of the first pay period on or after the date indicated in the table below:

<table>
<thead>
<tr>
<th>First Aid Allowance</th>
<th>Initial increase 4.5%</th>
<th>+ 6 months 1.50%</th>
<th>+ 12 months 4.00%</th>
<th>+24 months 4.00%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>16.00</td>
<td>17.00</td>
<td>17.00</td>
<td>18.00</td>
</tr>
</tbody>
</table>

SCHEDULE 2 – ACCOMMODATION AND PERSONAL EXPENSES

1. GENERAL PRINCIPLES

1.1. This Agreement sets out the procedures relating to accommodation and personal expenses for Employees covered under the terms of this Agreement when required to work away from their normal work location as authorised by CFA.

1.2. The Authority will reimburse an Employee for actual and reasonable out of pocket expenses incurred by the Employee in the course of his or her authorised duties.

1.3. An expense will be deemed necessary if it was incurred in the course of an Employee’s authorised duties and would not have been incurred in the ordinary circumstances of travel to and from the Employee’s home and normal duty location.
1.4. Wherever practical, Employees are required to obtain approval before incurring travel, personal and out of pocket expenses.

1.5. Employees are responsible for providing satisfactory receipts for amounts actually expended where required for reimbursement.

1.6. Reimbursement of expenses and allowances paid in accordance with the Australian Taxation Office (ATO) “Reasonable Allowance” amounts provided in the Australian Taxation Office Determination, as varied by the ATO from time to time) are not subject to Pay As You Go (PAYG) withholding tax and are not required to be disclosed on annual Payment Summaries (formerly known as Group Certificates).

1.7. Where CFA provides meals and/or accommodation the provisions of this Schedule will not apply.

1.8. Meals and accommodation provided by CFA will be of a reasonable standard (see clause 5.1 – Accommodation of this schedule), however it is accepted that where operational incidents occur, it may not be reasonable or practical to provide accommodation and/or meals of the usual standard until established systems are in place or until incident Management Teams are established.

2. MEALS AND INCIDENTAL EXPENSES

2.1. Receipts must be provided when claiming an amount in excess of the relevant allowance specified in the ATO Determination.

2.2. Where the actual cost reasonably incurred by the Employee is necessarily greater than the relevant Standard Allowance, the difference between the Standard Allowance paid and the expense incurred by the Employee will be reimbursed where the original receipt/s are provided.

2.3. A Standard Allowance to cover incidental expenses may be claimable in conjunction with an overnight stay.
3. **OVERNIGHT ABSENCES**

3.1. **Overnight Absence – Sleeping Away from Home:**

<table>
<thead>
<tr>
<th>First day of an overnight absence:</th>
<th>Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Breakfast</td>
</tr>
<tr>
<td>Commences travel at or before</td>
<td>07.00</td>
</tr>
<tr>
<td></td>
<td>12.00</td>
</tr>
<tr>
<td></td>
<td>17.00</td>
</tr>
</tbody>
</table>

3.2. **Intermediate Day(s) of an Overnight Absence**

<table>
<thead>
<tr>
<th>Absent from the authorised work location all day</th>
<th>Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Breakfast</td>
</tr>
<tr>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

3.3. **Last Day of an Overnight Absence**

<table>
<thead>
<tr>
<th>Returns at or after</th>
<th>Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Breakfast</td>
</tr>
<tr>
<td>09.30</td>
<td>X</td>
</tr>
<tr>
<td>14.00</td>
<td>X</td>
</tr>
<tr>
<td>19.00</td>
<td>X</td>
</tr>
</tbody>
</table>

3.4. Incidental expenses are claimable for each night an Employee is required to sleep away from home (an overnight absence).

3.5. To be eligible for any of the allowances the Employee must have incurred an expense for a meal allowance claimed.

3.6. Where a shift worker’s last day of an overnight absence is a night shift, these provisions will apply where he or she elects to sleep before returning home.

4. **ACCOMMODATION**

4.1. It is expected that Authority Employees will stay at well-appointed establishments that provide a reasonable standard of accommodation that would generally have facilities such as heating and cooling, a clock, television set, radio, tea and coffee making facilities, shower, refrigerator and an environment consistent with the Employee having reasonable and adequate rest.

4.2. Where accommodation is not directly billed to or borne by CFA, the rates for the Standard Allowance are specified in the Schedule of Payments attached to this Agreement.

4.3. CBD accommodation is not claimable and/or reimbursable when visiting CFA at East Burwood.

5. **ADVANCE ALLOWANCES**

5.1. Where an Employee is required to sleep overnight away from home, he or she may opt to receive the Standard Allowance in advance prior to Travel.

5.2. Claims that are reasonable and necessary and in excess of the advance may be
submitted upon return, provided receipts are lodged with the claim.

5.3. If an Employee returns prior to the original anticipated date and time, any advance received in respect of that period must be adjusted and repaid to CFA.

6. MISCELLANEOUS PROVISIONS

6.1. Where a period of absence on official business is extended to pursue private interests (e.g. annual leave, public holidays, and weekends) all costs relating to the private interest must be kept strictly separate and are the responsibility of the Employee.

6.2. The usual or established travelling and accommodation arrangements may be altered to suit the private interest provided:

6.2.1. the proposed arrangements are cost effective;
6.2.2. any costs of a private or recreational nature can be clearly segregated from business related costs;
6.2.3. the arrangements do not give rise to a conflict of interest situation whether real, potential or perceived; and
6.2.4. the arrangements have the prior approval of the Authorised Officer.

7. CLAIMING AND PAYMENT PROCEDURES

7.1. All claims for personal expenses, including Part Day and Standard Allowances must be submitted to the appropriate Authorised officer as appropriate on a completed Expenses Claim Form.

7.2. All receipts and other substantiating documentation must be original. Photocopies and invoice facsimiles are not acceptable.

7.3. Receipts are not required where the Standard Allowance is claimed.

7.4. Once approved, all claim forms and receipts must be forwarded to Corporate Finance for:

7.4.1. processing;
7.4.2. payment (through the payroll system); and
7.4.3. filing.
8. SUMMARY OF AUSTRALIAN TAXATION OFFICE DETERMINATION ON REASONABLE EXPENSE AMOUNTS

8.1. The amounts provided below are current as of 1 July 2013 (ATO TD 2013/16) and will be varied consistent with determinations made by the ATO from time to time.

8.2. Tables of Reasonable Expense Amounts for Accommodation, Meals and Incidentals

### 8.3. Overnight Absence:

<table>
<thead>
<tr>
<th>Expense</th>
<th>Melbourne CBD and Metropolitan Area</th>
<th>Bright, Castlemaine, Wonthaggi</th>
<th>All Other Victorian Locations</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Standard Allowance</td>
<td>Standard Allowance</td>
<td>Standard Allowance</td>
</tr>
<tr>
<td>Breakfast</td>
<td>$24.90</td>
<td>$24.90</td>
<td>$22.30</td>
</tr>
<tr>
<td>Lunch</td>
<td>$28.00</td>
<td>$28.00</td>
<td>$25.45</td>
</tr>
<tr>
<td>Dinner</td>
<td>$47.75</td>
<td>$47.75</td>
<td>$43.85</td>
</tr>
<tr>
<td>Incidentals</td>
<td>$18.20</td>
<td>$18.20</td>
<td>$18.20</td>
</tr>
</tbody>
</table>

### 8.4. Part Day Absence:

<table>
<thead>
<tr>
<th>Expense</th>
<th>Melbourne CBD and Metropolitan Area</th>
<th>Bright, Castlemaine, Wonthaggi</th>
<th>All Other Victorian Locations</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Standard Allowance</td>
<td>Standard Allowance</td>
<td>Standard Allowance</td>
</tr>
<tr>
<td>Breakfast</td>
<td>$24.90</td>
<td>$24.90</td>
<td>$22.30</td>
</tr>
<tr>
<td>Lunch</td>
<td>$28.00</td>
<td>$28.00</td>
<td>$25.45</td>
</tr>
<tr>
<td>Dinner</td>
<td>$47.75</td>
<td>$47.75</td>
<td>$43.85</td>
</tr>
</tbody>
</table>

### 8.5. Accommodation:

<table>
<thead>
<tr>
<th>Location</th>
<th>Standard Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Melbourne CBD and Metropolitan Area</td>
<td>$173.00</td>
</tr>
<tr>
<td>Bright</td>
<td>$136.00</td>
</tr>
<tr>
<td>Castlemaine</td>
<td>$133.00</td>
</tr>
<tr>
<td>Wonthaggi</td>
<td>$138.00</td>
</tr>
<tr>
<td>Ararat, Bairnsdale, Ballarat, Bendigo, Echuca, Geelong, Hamilton, Horsham, Mildura, Portland, Seymour, Shepparton, Swan Hill, Warrnambool</td>
<td>$132.00</td>
</tr>
<tr>
<td>Other Victorian Country Centres</td>
<td>$110.00</td>
</tr>
</tbody>
</table>
Signed on behalf and with the authority
Of the COUNTRY FIRE AUTHORITY 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:
Re: AG2014/9604: Application for approval of the CFA District Mechanical Officers and Tower Overseers Agreement 2014

UNDERTAKING BY THE COUNTRY FIRE AUTHORITY

The Country Fire Authority (CFA) undertakes that it will apply the terms of clause 13.5.4 of the above enterprise agreement to Tower Overseers employed by CFA in addition to District Mechanical Officers as stated in the clause.

The Country Fire Authority (CFA) undertakes that with respect to part time employees engaged under the above enterprise agreement, it will apply the terms of clause 40.3 of that agreement on the basis that the ordinary hours of work of such employees are the part time hours which have been agreed in accordance with clause 13.4 of that agreement.

Dated: 5 November 2014

Signed

Mick Bourke
Chief Executive Officer, Country Fire Authority
Schedule 2.3 Model consultation term
(regulation 2.09)

Model consultation term

(1) This term applies if the employer:

(a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

(2) For a major change referred to in paragraph (1)(a):

(a) the employer must notify the relevant employees of the decision to introduce the major change; and

(b) subclauses (3) to (9) apply.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(4) If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

(a) discuss with the relevant employees:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the employees; and

(iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

(b) for the purposes of the discussion—provide, in writing, to the relevant employees:

(i) all relevant information about the change including the nature of the change proposed; and

(ii) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employees.

(6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

(9) In this term, a major change is *likely to have a significant effect on employees* if it results in:

(a) the termination of the employment of employees; or
(b) major change to the composition, operation or size of the employer’s workforce or to the
skills required of employees; or
(c) the elimination or diminution of job opportunities (including opportunities for promotion or
tenure); or
(d) the alteration of hours of work; or
(e) the need to retrain employees; or
(f) the need to relocate employees to another workplace; or
(g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

(10) For a change referred to in paragraph (1)(b):
   (a) the employer must notify the relevant employees of the proposed change; and
   (b) subclauses (11) to (15) apply.

(11) The relevant employees may appoint a representative for the purposes of the procedures in this
term.

(12) If:
   (a) a relevant employee appoints, or relevant employees appoint, a representative for the
purposes of consultation; and
   (b) the employee or employees advise the employer of the identity of the representative;
the employer must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the employer must:
   (a) discuss with the relevant employees the introduction of the change; and
   (b) for the purposes of the discussion—provide to the relevant employees:
      (i) all relevant information about the change, including the nature of the change; and
      (ii) information about what the employer reasonably believes will be the effects of the
change on the employees; and
      (iii) information about any other matters that the employer reasonably believes are likely to
affect the employees; and
   (c) invite the relevant employees to give their views about the impact of the change (including
any impact in relation to their family or caring responsibilities).

(14) However, the employer is not required to disclose confidential or commercially sensitive
information to the relevant employees.

(15) The employer must give prompt and genuine consideration to matters raised about the change by
the relevant employees.

(16) In this term:

   relevant employees means the employees who may be affected by a change referred to in
subclause (1).