

DEPARTMENT OF LABOUR.

DETERMINATION OF THE FIRE-FIGHTERS BOARD.

Attention is drawn to the fact that notice of appeal to the Industrial Appeals Court has been lodged against certain parts of a Determination made by the Fire-Fighters Board on the 6th April, 1951.

Section 22(2) of the Factories and Shops Act 1941 (No. 4874) provides that, when an appeal is made in accordance with that Act, the Determination or part thereof appealed against shall not come into operation until the appeal has been dealt with by the Court.

H. N. JONES,
Acting Secretary for Labour.

(b) Partially-paid Firemen within the Metropolitan Fire District constituted by the *Fire Brigades Act 1928*.

	£	s.	d.
Partially-paid Fireman			1 10 0
Senior Partially-paid Fireman			1 15 0

(The amounts herein prescribed include allowances for station duties and false alarms.)

(c) Permanent Firemen outside the said Metropolitan Fire District.

Classification.	Margin.	Loading.	Total Wage.
	s.	d.	
1st year's experience—4th class Fireman (on probation)	20	0	The total weekly wage for each classification shall consist of a basic wage of £8 7s. plus the appropriate margin and loading prescribed for such classification, adjustments to such basic wage shall be made quarterly from the beginning of the first pay period to commence in a May, an August, a November, or a February in each year according to the variations from time to time in the retail price index figures issued by the Commonwealth Statistician.
2nd year's experience—3rd class Fireman	25	0	
3rd year's experience—2nd class Fireman	30	0	
4th year's experience—1st class Fireman "B"	35	0	
5th year's experience—1st class Fireman "A"	40	0	
Senior Fireman, qualifying by examination or in the 10th year of service and thereafter	50	0	
		35	7

(d) The loading prescribed above consists of the following :—

- (i) Premium for being required to work a continuous duty system ;
- (ii) Premium for week-end work (Saturday and Sunday) ; and
- (iii) A war loading of 3s.

EXTRA RATES.

2. (a) Within the Metropolitan Fire District constituted by the *Fire Brigades Act 1928*.

(i) Permanent Firemen :—

A licensed Brigade Driver shall receive an allowance of 6d. a shift, and if detailed, rostered, or required to drive on such shift shall receive an additional 6d.

A fireman or senior fireman being senior man in the absence of an Officer on a rostered shift, excepting when such Officer is answering a call from his duty station, shall be paid 9d. per hour whilst so employed. Provided that any absence or absences totalling two hours or less in any rostered shift shall be disregarded, and that the allowance shall be paid for a maximum of six hours in any such shift. In computing the amount payable under this clause calculations shall be made to the nearest hour.

(ii) Partially-paid Firemen—

Fire duty shall be paid for as follows :—

Partially-paid Firemen 5s. for the first hour or part thereof, and thereafter 2s. 6d. per hour or part thereof ;
Senior Partially-paid Fireman 6s. for the first hour or part thereof, and thereafter 3s. per hour or part thereof.

Theatre duty shall be paid for at 15s. per performance, plus fares if the theatre is situated more than one mile from the Fireman's home station.

For attendance at a weekly drill of one hour an allowance of 5s. per drill shall be paid to Partially-paid Firemen and 6s. to Senior Partially-paid Firemen.

A Partially-paid Fireman relieving a Permanent Fireman who is required to go on out duty shall receive an additional 2s. per hour whilst so required to relieve.

Watching Duty after fires shall be paid for at the rate of 2s. per hour or part thereof, including travelling time.

(b) Outside the said Metropolitan Fire District.

A Permanent Fireman for whom the Employing Authority pays a motor-driving licence fee shall receive an additional 6d. for each shift for which he is rostered for duty.

A fireman or senior fireman being senior man in the absence of an Officer on a rostered shift, excepting when such officer is answering a call from his duty station, shall be paid 9d. per hour whilst so employed. Provided that any absence or absences totalling two hours or less in any rostered shift shall be disregarded, and that the allowance shall be paid for a maximum of six hours in any such shift. In computing the amount payable under this clause calculations shall be made to the nearest hour.

At a station where a Permanent Officer is not normally on duty the Senior Permanent Fireman on duty shall receive an additional allowance of 3s. for the shift if :—

- (i) a Part-time Officer does not turn out in response to a call ;
- (ii) a Part-time Officer is not available within the Fire District for consultation during a shift.

HOURS OF WORK.

3. (a) The ordinary hours for a week's work for a Permanent Fireman shall be 40, to be worked with consecutive shifts of men throughout each of seven consecutive days without interruption in shifts of 8 hours each, and an employee concerned shall be entitled to at least 48 hours' notice of a rostered shift.

(b) The ordinary hours of such shift workers shall not exceed—

- (i) 8 on any one day ;
- (ii) 48 in any one week ;
- (iii) 88 in 14 consecutive days ;
- (iv) 160 in 28 consecutive days.

(c) A Partially-paid Fireman shall hold himself in readiness for such hours as may be required from time to time by the Employing Authority.

ROSTER OF HOURS.

4. (a) The roster of hours for a Permanent Fireman shall as from 7 a.m. on the 27th April, 1951, be as follows:—
 (i) Within the Metropolitan Fire District

Forty-hour Week—First Cycle.

Shift.	No.	1.								2.								3.								4.										
		Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.		Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.		Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.		Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.				
A	1	Z	D	A	A	N	N					D	D	A	Z	N	N					D	D	A	A	N	N					D	D	A	A	
	2	D	Z	A	A	N	N					D	D	A	A	Z	N	N					D	D	A	A	N	N					D	D	A	A
	3	D	D	A	Z	N	N					Z	D	A	A	N	N					D	D	A	A	N	N					D	D	A	A	
	4	D	D	A	A	Z	N					D	Z	A	A	N	N					D	D	A	A	N	N					D	D	A	A	
	5	D	D	A	A	N	Z					D	D	Z	A	N	N					D	D	A	A	N	N					D	D	A	A	
B	1	A	A	N	N			D	D	A	A	N	N					Z	D	A	A	N	N			D	D	A	Z	N	N					
	2	A	A	N	N			D	D	A	A	N	N					D	Z	A	A	N	N			D	D	A	A	Z	N	N				
	3	A	A	N	N			D	D	A	A	N	N					D	D	A	Z	N	N			Z	D	A	A	N	N					
	4	A	A	N	N			D	D	A	A	N	N					D	D	A	A	Z	N			D	Z	A	A	N	N					
	5	A	A	N	N			D	D	A	A	N	N					D	D	A	A	N	Z			D	D	Z	A	N	N					
C	1	N	N			D	D	A	A	N	N			D	D	A	A	N	N					D	D	A	A	N	N							
	2	N	N			D	D	A	A	N	N			D	D	A	A	N	N					D	D	A	A	N	N							
	3	N	N			D	D	A	A	N	N			D	D	A	A	N	N					D	D	A	A	N	N							
	4	N	N			D	D	A	A	N	N			D	D	A	A	N	N					D	D	A	A	N	N							
	5	N	N			D	D	A	A	N	N			D	D	A	A	N	N					D	D	A	A	N	N							
D	1			D	D	A	A	N	N			D	D	A	A	N	N					D	D	A	A	N	N					D	D			
	2			D	D	A	A	N	N			D	D	A	A	N	N					D	D	A	A	N	N					D	D			
	3			D	D	A	A	N	N			D	D	A	A	N	N					D	D	A	A	N	N					D	D			
	4			D	D	A	A	N	N			D	D	A	A	N	N					D	D	A	A	N	N					D	D			
	5			D	D	A	A	N	N			D	D	A	A	N	N					D	D	A	A	N	N					D	D			

Z = Relief. Shifts.—D = 7 a.m. to 3 p.m.
 A = 3 p.m. to 11 p.m.
 N = 11 p.m. to 7 a.m.

Forty-hour Week—Second Cycle.

Shift.	No.	5.							6.							7.							8.							
		Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	
A	1	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..
	2	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..
	3	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..
	4	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..
	5	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..
B	1	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D
	2	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D
	3	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D
	4	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D
	5	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D
C	1	Z D	D	A	A	N	N	D	D	A	A	Z A	N	N	D	D	A	A	N	N	D	D	A	A
	2	D Z	A	A	N	N	..	..	D	D	A	A	Z N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	
	3	D	D	A	Z A	N	N	..	..	Z D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	
	4	D	D	A	A	Z N	N	..	..	D	Z D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A
	5	D	D	A	A	N	Z N	..	..	D	D	Z A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A
D	1	A	A	N	N	..	..	D	D	A	A	N	N	..	..	Z D	D	A	A	N	N	..	..	D	D	A	Z A	N	N
	2	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	Z D	A	A	N	N	..	..	D	D	A	A	Z N	N
	3	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	Z A	N	N	..	..	Z D	D	A	A	N	N
	4	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	Z N	N	..	..	D	Z D	A	A	N	N
	5	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	Z N	..	..	D	D	Z A	A	N	N

Z = Relief.

Shifts.—D = 7 a.m. to 3 p.m.

A = 3 p.m. to 11 p.m.

N = 11 p.m. to 7 a.m.

(ii) Elsewhere :—

	A.					B.					C.					D.				
	1.	2.	3.	4.	5.	1.	2.	3.	4.	5.	1.	2.	3.	4.	5.	1.	2.	3.	4.	5.
Friday ..	D	D	D	D	Z	N	N	N	N	N	A	A	A	A	A	..	..	..	..	..
Saturday ..	D	D	D	Z	D	N	N	N	N	N	A	A	A	A	A	..	..	..	..	..
Sunday ..	D	D	D	D	D	..	..	..	..	..	A	A	A	A	A	N	N	N	N	N
Monday ..	D	D	Z	D	D	..	..	..	..	..	A	A	A	A	A	N	N	N	N	N
Tuesday ..	D	Z	D	D	D	A	A	A	A	A	..	..	..	..	..	N	N	N	N	N
Wednesday ..	Z	D	D	D	D	A	A	A	A	A	..	..	..	..	..	N	N	N	N	N
Thursday ..	..	..	..	..	..	A	A	A	A	A	D	D	D	D	D	N	N	N	N	N
Friday ..	..	..	..	..	..	A	A	A	A	A	D	D	D	D	Z	N	N	N	N	N
Saturday ..	..	..	..	..	..	A	A	A	A	A	D	D	D	Z	D	N	N	N	N	N
Sunday ..	..	..	..	..	..	A	A	A	A	A	D	D	D	D	D	..	..	..	..	..
Monday ..	..	..	..	..	..	A	A	A	A	A	D	D	Z	D	D	..	..	..	..	..
Tuesday ..	..	..	..	..	..	..	..	..	..	..	D	Z	D	D	D	A	A	A	A	A
Wednesday ..	..	..	..	..	..	..	..	..	..	..	Z	D	D	D	D	A	A	A	A	A
Thursday ..	..	..	..	..	..	D	D	D	D	D	..	..	..	..	..	A	A	A	A	A
Friday ..	..	..	..	..	..	N	N	N	N	N	D	D	D	Z	D	..	..	..	..	..
Saturday ..	..	..	..	..	..	N	N	N	N	N	D	D	D	Z	D	..	..	..	..	..
Sunday ..	..	..	..	..	..	D	D	D	D	D	N	N	N	N	N	A	A	A	A	A
Monday ..	..	..	..	..	..	D	D	Z	D	D	N	N	N	N	N	A	A	A	A	A
Tuesday ..	..	..	..	..	..	A	A	A	A	A	D	Z	D	D	D	N	N	N	N	N
Wednesday ..	..	..	..	..	..	A	A	A	A	A	Z	D	D	D	D	N	N	N	N	N
Thursday ..	..	..	..	..	..	A	..	..	..	..	N	N	N	N	N	D	D	D	D	D
Friday ..	..	..	..	..	..	A	A	A	A	A	..	..	..	..	..	N	N	N	N	N
Saturday ..	..	..	..	..	..	A	A	A	A	A	..	..	..	..	..	N	N	N	N	N
Sunday ..	..	..	..	..	..	A	A	A	A	A	N	N	N	N	N	..	..	..	..	..
Monday ..	..	..	..	..	..	A	A	A	A	A	N	N	N	N	N	..	..	..	..	..
Tuesday ..	..	..	..	..	..	N	N	N	N	N	N	A	A	A	A	D	Z	D	D	D
Wednesday ..	..	..	..	..	..	N	N	N	N	N	N	A	A	A	A	Z	D	D	D	D
Thursday ..	..	..	..	..	..	D	N	N	N	N	A	A	A	A	A	D	D	D	D	D

The roster is for 21 firemen in 4 (four) Platoons shown A to D, inclusive, and each having firemen 1 to 5 with a Relief man designated "Z".

This roster provides five men available for each shift on every day.

Shifts for twenty men :—

- D. 7 a.m. to 3 p.m.
- A. 3 p.m. to 11 p.m.
- N. 11 p.m. to 7 a.m.

The Relief man "Z", works Day Shift on Friday, Saturday, Monday, Tuesday, and Wednesday.

The roster is completed in 28 days.

(b) The following general conditions shall apply :—

- (i) The roster may be varied for firemen on special duties and to provide that during the first year of service a fireman may be rostered for up to five consecutive day duties.
- (ii) The roster when once compiled shall not be departed from except to meet emergency due to sickness or other unexpected or unavoidable cause. The roster may be departed from when a member of the band is requested by the Employing Authority provided that any time taken when off duty shall be made up as mutually arranged between the said Authority and the member concerned.
- (iii) In the event of an alarm requiring any station to stand by or turn out for a fire being received at the station during roll call the oncoming shift shall man the appliances, and if required, proceed to the fire, and the offgoing shift shall remain on duty if required until the other shift returns or until otherwise directed, when it shall be dismissed.
- (iv) If, when the oncoming shift reports at a station at the time prescribed for the change of shift, the other shift is proceeding to, or attending a fire or alarm, the oncoming shift, if so ordered, shall, after roll call, proceed to the fire; and the officer or senior member of the shift shall report the arrival of the shift to the Officer-in-charge of the fire without delay. The offgoing shift shall remain on duty at the fire until relieved. The Officer-in-charge at the fire may if in his judgment it is expedient, hold both the oncoming and offgoing shifts for duty at the fire. If the offgoing shift is not held at the fire or detailed at the fire for duty elsewhere, it shall report back to the station and remain available until the other shift returns or until otherwise directed, when it shall be dismissed.
- (v) In the event of one or more members of the oncoming shift being absent, an equal number of members in the shift on duty may be detained on duty until such time as he or they may be relieved. Nothing herein contained is to be deemed to sanction an unauthorized absence, or to relieve the absent member from a liability to be charged with being absent without leave and dealt with accordingly.
- (vi) Notwithstanding anything contained in this clause, in the case of fire, all firemen off duty shall be liable to be called upon to report for duty, and if called upon shall report for duty immediately.

OVERTIME.

5. All time worked by a Permanent Fireman in excess of the day's rostered shift shall be paid for at the rate of time and a half for the first four hours, and double time per hour thereafter, calculated to the nearest quarter of an hour.

Where overtime is worked for more than 30 minutes before or after a rostered shift a meal allowance of 2s. 6d. shall be paid to each Permanent Fireman working the said overtime.

MEAL BREAKS.

6. (a) One hour shall be allowed to employees for a meal break during each shift, and for this time employees shall be paid and shall remain on duty.

(b) An employee working overtime shall be allowed a crib time of twenty minutes without reduction of pay after each four hours of overtime worked if the employee continues to work after such crib time.

(c) In all cases, where reasonably practicable, refreshments shall be provided for firemen performing fire duty for a continuous period of three hours or more.

EXPENSES.

7. When a fireman is ordered from one station to another, and as a result it is reasonable for him to change his place of residence, the Employing Authority shall pay the expenses of removal reasonably incurred, except when the removal is ordered by way of punishment.

TRANSPORT.

8. (a) Reasonable transport or the cost thereof shall be provided for a Permanent Fireman by the Employing Authority :—
 (i) Where an employee is transferred from station to station ;
 (ii) Where an employee is required to work in excess of one mile from his home station.

Notwithstanding anything contained in sub-clause (ii) hereof, an employee shall be entitled to transport to and from all fires excluding watching duty.

Reasonable transport means appropriate means of transport having regard to the state of the weather, the distance to be travelled, and the availability of public transport, and shall not include a pedal cycle unless there is no form of public or brigade transport (excluding fire fighting appliances) available.

(b) A Partially-paid Fireman shall be entitled to transport to and from fire duty, and transport or reimbursement of fares for a watching duty in excess of one mile from his home station.

AMENITIES.

9. A dining room shall be provided at each station and shall contain washing facilities, and a stove or similar article for heating food.

A food cupboard shall be provided in the dining room.

At least one hot shower shall be installed in each station and shall be available at all times to firemen.

ANNUAL LEAVE.

10. (a) A Permanent Fireman shall be entitled to 28 days' annual leave, to be taken within the scope of a rostered month, every eleven months.

(b) A Partially-paid Fireman shall be entitled to a fortnight's leave annually without deduction of the appropriate ordinary wage prescribed in clause 1 of this Part, plus the extra rate prescribed for attendance at a weekly drill prescribed in clause 2.

(c) Where an employee leaves his employment before the completion of a full qualifying period for annual leave in any year of service, he shall be entitled to pro rata payment in lieu of annual leave for such broken period of service calculated on the basis of 1/11th of the ordinary wage payments received by him during such period.

SICK OR ACCIDENT PAY.

11. (a) A Permanent Fireman absent from his work on account of personal illness or on account of injury by accident arising other than out of or in the course of his employment as such shall be entitled to leave of absence without deduction of pay subject to the following conditions and limitations :—

- (i) For any period not exceeding six months in respect of which he is entitled to workers' compensation, he shall be paid the difference between his normal wages and such compensation.
 (ii) He shall at the commencement of such absence inform the Employing Authority of his inability to attend for duty and as far as practicable state the nature of the injury and the estimated duration of his absence.
 (iii) He shall prove to the satisfaction of the Employing Authority that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed, but shall not be required to furnish proof of illness or injury to the Employing Authority for any period of sick leave which does not exceed 16 hours in duration, but he shall not be entitled in any one year of service to receive more than 40 hours' sick leave without production of proof of illness or accident.
 (iv) He shall not be entitled in any one year to paid sick leave in excess of 80 hours of duty time.
 (v) Notwithstanding anything contained in this sub-clause (a) the Employing Authority may grant such additional sick leave on full or reduced pay as it may think fit.

(b) Sick leave shall accumulate from year to year so that any balance of the period specified in sub-clause (a) (iv) of this clause which has in any year not been allowed to a Fireman or Senior Fireman by the Employing Authority as paid sick leave may be claimed by such employee and subject to the conditions hereinbefore prescribed shall be allowed by that Authority in a subsequent year without diminution of the sick leave prescribed in respect of that year.

Provided that sick leave which accumulates pursuant to this sub-clause shall at no time exceed in total the equivalent of 26 duty weeks.

(c) An employee joining the Brigade on or after the 13th April, 1951, shall be credited with sick leave as follows :—

On his appointment	80 hours
On completion of each year of service thereafter	80 hours

(d) In the case of a permanent fireman who was a member of the Brigade prior to 13th April, 1951, the amount of sick leave due shall be that proportion of 80 hours, calculated to the nearest hour which the period between the 1st January, 1952, and his next service anniversary bears to 12 months, together with any balance of sick leave due to him under any previous Determination.

(e) When the Brigade Medical Officer or some other duly qualified Medical Practitioner approved by the Authority is satisfied that the illness of a member of the Brigade is directly attributable to or aggravated by his service in the war which commenced in 1914 or in 1939, apart from any sick leave that may be standing to his credit, he shall be granted special sick leave with full pay up to but not exceeding 8 days in the aggregate during any year of service. Such special sick leave shall be cumulative provided that the total accumulated leave under this provision standing to the credit of the Member shall not at any time exceed 60 days.

(f) If any Member of the Brigade is certified by the Brigade Medical Officer, or by some other duly qualified Medical Practitioner approved by the Employing Authority to be suffering from pulmonary tuberculosis, and to be probably curable six months' sick leave shall be granted on full pay, provided that such sick leave may be made conditional on the Member undergoing treatment in a specified sanatorium when so recommended by the Brigade Medical Officer or other duly qualified and approved Medical Practitioner. Any leave so granted in excess of the amount standing to his credit shall not be regarded as a debit against the Member. Where any Member who has received sick leave of absence as aforesaid is not so far recovered as in the opinion of the Brigade Medical Officer or other approved Medical Practitioner to be able to resume his duties, and either such Officer or Practitioner is of the opinion that the Member should receive further treatment and is probably curable such Member shall be granted such further leave on such terms and conditions as the Employing Authority may determine.

SPECIAL HOLIDAYS.

12. For the respective pay periods during which occurs the special holidays on the 9th May, 1951, and the 13th November, 1951, each employee shall be paid an extra day's pay.

DEFINITIONS.

13. "Employing Authority" means the Metropolitan Fire Brigades Board, or the Country Fire Authority as the case may be.

"Union" means The United Firemen's Union of Victoria.

A. V. BARNES, J.P., Chairman.

J. W. RYAN, Secretary.

Melbourne, 6th April, 1951.

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