

## PERMANENT AWARD

### 14. Operational Support Positions

#### Establishment of Operational Support Positions

- 14.1 Operational Support positions shall be identified and established as such by the Commissioner.
- 14.2 The format and content of each Position Description referred to in subclause 14.4 shall be determined by the Commissioner, but shall include, for each position:
- 14.2.1 Title;
  - 14.2.2 Statement of duties;
  - 14.2.3 Essential qualifications, which shall for all Operational Support Level 1 and Level 2 positions include at least forty eight (48) months service from the date of commencement as a Recruit Firefighter;
  - 14.2.4 Hours of work, specifying which roster is to be worked pursuant to Clause 8 of this Award; and
  - 14.2.5 Operational Support classification, either Level 1 ~~or 2~~, Level 2 ~~or 3~~, Inspector or Inspector and Level 3, which shall be determined by the Commissioner following consultation with the Union.
- 14.3 A copy of each proposed new or varied Position Description will be forwarded to the Union which may elect to provide a response within 14 days, and the Commissioner shall take any response into account before making a determination. Subject to any orders of the Industrial Relations Commission, a new or varied Position Description will take effect 7 days following written notification to the Union of the Commissioner's determination.
- 14.4 A register of established Operational Support Position Descriptions shall be maintained by both parties. Once established, Position Descriptions may only be varied by the Commissioner, subject to 14.2 and 14.3.

#### General Conditions for Operational Support Positions

- 14.5 Appointment to Operational Support positions will be determined by merit selection and will be subject to the occurrence of a vacancy.
- 14.5.1 Applications for Operational Support positions shall be called for from eligible employees in Commissioner's Orders, with the closing date of applications to follow four weeks thereafter.
  - 14.5.2 In the event that no eligible employees apply for a ComSafe (only) Operational Support Level 1 or Level 2 position at sub-clause 14.5.1, or that the merit selection process finds those who did apply unsuitable for the ComSafe position in question, applications shall again be called for from eligible employees and, if the Commissioner elects, from all Retained Firefighters with at least 48 months service with Fire and Rescue NSW as a Retained Firefighter as of the closing date for applications in Commissioner's Orders, with the closing date of applications to follow four weeks thereafter.
- 14.6 Subject to subclause 14.11, the rates of pay for employees occupying Operational Support positions are as specified in Table 2 of Part C, Monetary Rates.
- 14.7 Unless expressly provided elsewhere within this Award, the general conditions of employment for occupants of Operational Support positions shall be the same as those applying to Operational Firefighters generally pursuant to subclauses 1.4 and 1.5 of this Award.

- 14.8 Time spent in an Operational Support position shall count for the minimum periods of service required by Clause 13 Progression and Promotion.
- 14.9 Occupants of Operational Support positions who are temporarily directed to undertake operational firefighting duties and/or attend an incident in the capacity of their substantive operational rank, not their Operational Support position, shall continue to be paid at their Operational Support position's rate of pay.
- 14.9a Occupants of Operational Support positions who request and who are permitted to temporarily resume operational firefighting duties shall revert to, and be paid at the rate of, their substantive operational rank for the duration of such resumption. Provided that this subclause shall not apply in the case of interstate and international deployments pursuant to Clause 12a.
- 14.10 14.10.1 ~~Occupants~~ Subject to subclause 14.10.2, the occupants of Operational Support Level 1, Level 2, Level 2a, Level 3 and Level 3a positions may with twenty eight days notice elect to relinquish their Operational Support position and resume operational firefighting duties at their substantive rank.
- 14.10.2 An employee who successfully applied for an Operational Support Level 1 or Level 2 position whilst employed as a Retained Firefighter pursuant to subclause 14.5.2 will be required to serve in that Operational Support position for a minimum period of three years during which the provisions of subclause 28.3.5 shall not apply, provided further that transfer to operational firefighting duties shall be subject to the satisfactory completion of the training and/or training competencies specified for progression to Qualified Firefighter.
- 14.11 Urban Search and Rescue Training (only) may be delivered by “casual” instructors, who will be paid at the Operational Support Level 2 rate of pay (plus applicable allowances) while performing USAR instructor duties and at their substantive rank’s rate of pay (plus applicable allowances) at all other times.
- 14.12 The classification of Operational Support ~~Level 3 Inspector was reclassified as Operational Support Inspector on 14 November 2014, with future vacancies being~~ shall be restricted to applications from employees holding the rank of Leading Station Officer or Inspector, or otherwise in accordance with subclause 28.7.4 unless the Commissioner decides to advertise a particular position as both an Operational Support Inspector and Operational Support Level 3 position, in which case employees with at least 48 months service and holding the rank of Qualified Firefighter, Senior Firefighter, Leading Firefighter or Station Officer shall also be eligible to apply and shall, if successful, be appointed to the classification of Operational Support Level 3 and paid at the Operational Support Inspector rate of pay.
- 14.13 The classifications of Operational Support Levels 2 and 3 were reclassified for occupants of these positions on 14 November 2014 (only) as Operational Support Levels 2a and 3a.
- 14.14 The occupants of Operational Support Level 2a positions shall remain in place and continue to receive the Operational Support Level 2a rate of pay specified at Table 2 of Part C unless and until:
- 14.14.1 they voluntarily cease to occupy that position; or
- 14.14.2 they are promoted to either Station Officer or Inspector and elect to remain in place, in which case they shall be reclassified as, and paid at the rate of, Operational Support Level 2; or
- 14.14.3 they are demoted or cease employment.
- 14.15 The occupants of Operational Support Level 3a positions shall remain in place and continue to receive the Operational Support Level 3a rates of pay specified at Table 2 of Part C unless and until:
- 14.15.1 they voluntarily cease to occupy that position; or
- 14.15.2 they are promoted to Inspector and elect to remain in place, in which case they shall be reclassified as, and paid at the rate of, Operational Support Inspector; or

14.15.3 they are demoted or cease employment.

14.16 The occupant of an Operational Support Level 2a or Level 3a position who involuntarily ceases to hold that position because the position is deleted or because its Position Description is varied to the extent that the position is effectively deleted, shall continue to receive the Operational Support Level 2a or Level 3a rate of pay specified at Table 2 of Part C until the expiration of 12 months, or until they otherwise become entitled to a higher rate of pay, or until they cease employment, whichever occurs first.

14.17 Employees with at least 48 months service who otherwise satisfy the requirements of Clause 7 may perform higher duties in any Operational Support Level 1 or Level 2 position, and in any Operational Support position the Commissioner decides is both an Operational Support Inspector and Operational Support Level 3 position.

#### Ad Hoc ComSafe duties

14.18 Off duty employees who are not occupying an Operational Support position in ComSafe and who elect to perform ComSafe duties shall be paid the hourly rate set at Item 20 of Table 3 of Part C of this Award. It is expressly provided that an off duty employee who is not occupying an Operational Support position in ComSafe cannot be directed to perform ComSafe duties.

14.19 The hourly rate prescribed at subclause 14.18 is an all inclusive rate and, notwithstanding anything else prescribed in this Award, employees receiving such rate shall:

14.19.1 only be paid for the time actually worked, subject to a minimum payment equivalent to three hours pay on each occasion and to continuous payment for work performed on any calendar day;

14.19.2 be paid the accommodation allowance set at Item 7 of Table 4 of Part C for each day that the distance travelled between the employee's residence and the furthest location where the work is performed exceeds 100 kms and the employee resides away from home (evidence of which may be required prior to payment), and shall not otherwise be entitled to payment or compensation for travelling time or travelling costs or meals and/or accommodation in connection with the work performed;

14.19.3 not be entitled to the payment of overtime in connection with the work performed.

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## MONETARY RATES

**Table 3 - Allowances**

The following allowances are effective on and from the date shown.

Item	Clause	Description	Unit	Amount 17/02/2017	Amount 16/02/2018	Amount 15/02/2019
<u>20</u>	<u>14.18</u>	<u>ComSafe duties</u>	<u>\$ per hour</u>	<u>77.16</u>	<u>79.09</u>	<u>81.07</u>

## RETAINED AWARD

### 6.5 Calculation of Payment for Duties Performed

6.5.1 Employees shall be paid, subject to the provisions of subclauses 6.5.2 and 6.5.3, for the total period of time spent performing duties, which shall be calculated as follows:

- 6.5.1.1 Attendance at Scheduled Weekend Training courses - the period of attendance shall be equivalent to the scheduled training hours.
- 6.5.1.2 Major Emergencies - Periods of attendance for the purpose of calculating payment shall be calculated having regard to the provisions of subclause 29.5.
- 6.5.1.3 Attendance at Zone Conferences - the period of attendance shall be equivalent to the scheduled hours of the conference.
- 6.5.1.4 Royal Easter Show and ComSafe - periods of attendance for the purpose of calculating payment shall be calculated having regard to the provisions of subclause 6.9.8.2.
- 6.5.1.5 In all other instances - employees shall be paid for the period that elapses from the time the employee signed on in the occurrence book at the employee's station, until the time such employee signs off in the occurrence book at the employee's station.

6.5.2 The minimum periods of payment shall be as follows:

- 6.5.2.1 Attendance at an incident, hazard reduction, and unit training - a minimum payment of one hour. All subsequent time thereafter shall be paid to the half hour.
- 6.5.2.2 Regular drills (of which there shall be two per station, per month) - a minimum payment of two hours.
- 6.5.2.3 All other authorised duties (excepting Travelling Time) - a minimum payment of one hour. All subsequent time to be paid to the minute.
- 6.5.2.4 Travelling time - where an employee is entitled to travelling time in terms of this Award, all such time shall be paid to the minute.
- 6.5.2.5 Relief Duties - where an employee performs relief duties in accordance with subclause 6.7 for three hours or less, such employee shall receive a minimum payment of three hours for each such relief. All subsequent time thereafter shall be paid to the minute.
- 6.5.2.6 Attendance at scheduled weekend training courses and zone conferences - a minimum payment of eight hours per day spent in attendance.
- 6.5.2.7 Royal Easter Show and ComSafe - where an employee performs duties in accordance with subclauses 6.8 or 6.8a for three hours or less, such employee shall receive a minimum payment of three hours. All subsequent time thereafter shall be paid to the minute.
- 6.5.2.78 Except in the case of regular drills and authorised duties, where the purpose for which an employee was required to report for duty is completed, the employee shall be released.

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### 6.8 Attendance at the Royal Easter Show

6.8.1 The following hourly rates shall be paid to employees working at the Royal Easter Show:

- 6.8.1.1 For Recruit Firefighter and Firefighter, the rate prescribed at Entitlement Code "RASf" of Table 2 of Part B of this Award.

- 6.8.1.2 For Deputy Captain, the rate prescribed at Entitlement Code “RASDC” of Table 2 of Part B of this Award.
- 6.8.1.3 For Captain, rate prescribed at Entitlement Code “RASC” of Table 2 of Part B of this Award.

6.8a Performance of ComSafe duties

6.8a.1 Employees who perform Comsafe duties shall be paid the hourly rate prescribed at Entitlement Code “CSD” of Table 2 of Part B of this Award.

6.8.2 The rates prescribed in subclauses 6.8.1 above and 6.8a.1 are all incidence of employment rates and, notwithstanding anything else prescribed in this Award, employees receiving such rates shall:

6.8.2.1 only be entitled to be paid for the hours actually worked, subject to continuous payment for work performed on any calendar day at the Royal Easter Show. Provided that, if an employee cannot attend for duty at the Royal Easter Show (only) due to illness or incapacity and provides a medical certificate pursuant to subclause 16.3 then the employee shall be entitled to be paid for the hours that would have otherwise been worked.

6.8.2.2 not be entitled to any payment or compensation for travelling time or travelling costs in connection with ~~attendance at the Royal Easter Show~~ the work performed;

6.8.2.3 not be entitled to any payment or compensation with respect to either meals (except as provided for by subclause 6.8.4) and/or accommodation (except as provided for by subclause 6.8.2.6) in connection with ~~attendance at the Royal Easter Show~~ the work performed;

6.8.2.4 not be entitled to the payment of overtime ~~or downtime~~ in connection with ~~attendance at the Royal Easter Show~~ the work performed;

6.8.2.5 not be entitled to payment of downtime in connection with attendance at the Royal Easter Show;

6.8.2.6 be paid the accommodation allowance set at Item 4 of Table 5 of Part B for each day that the distance travelled between the employee’s residence and the furthest location where the ComSafe work is performed exceeds 100 kms and the employee resides away from home (evidence of which may be required prior to payment).

6.8.3 All payments made under this subclause shall count for the purpose of any paid leave.

6.8.4 In the event that the employees attend an incident while working at the Royal Easter Show such employees shall be entitled to the provisions of Clause 8 - Meals and Refreshments.

6.8.5 Attendance at the Royal Easter Show and/or the performance of ComSafe duties shall be treated as a period of authorised absence for the purposes of subclause 28.2.

6.8.6 It is expressly provided that attendance at the Royal Easter Show and/or the performance of ComSafe duties are not performed as Authorised Duties.

**Table 3 - Allowances**

Clause	Description		Code	17 February 2017 \$	16 February 2018 \$	15 February 2019 \$
<u>6.8a.1</u>	<u>ComSafe duties</u>	<u>per hour</u>	<u>CSD</u>	<u>77.16</u>	<u>79.09</u>	<u>81.07</u>

