

WITHOUT PREJUDICE

2012/13 BUDGET AND THE NSW GOVERNMENT'S LABOUR COST CAP

The parties agree that:

1. The Government's "Labour Cost Cap" direction requires the Department to reduce FRNSW employee-related expenditure in 2012/13 by \$15.3M on the previous financial year, from \$528.5M down to \$513.2M.
2. The only way to achieve employee-related savings of this order is to reduce the size of the workforce and/or to reduce the wages or conditions of the workforce and/or to reduce the incidence (and therefore cost) of overtime within FRNSW.
3. The reduction of overtime is the preferred (but not sole) means to reduce employee-related expenditure to the required level and the parties will work cooperatively to achieve this outcome.
4. The Department will provide the Union with all necessary information to allow both parties to monitor the progress of these measures, including the timely provision of accurate year-to-date data on:
 - Total employee-related expenditure, including overtime, by cost centre;
 - Total overtime expenditure by cost centre; and
 - Total overtime expenditure by reason.
5. The parties will jointly review this data and all relevant indicators on each of the following dates:
 - 31 October 2012
 - 12 December 2012
 - 30 January 2013
 - 13 March 2013
 - 1 May 2013
 - 30 June 2013
6. The proposed initiatives to reduce overtime may not all have immediate effect and further, that projected savings will need to be reviewed in the event that significant emergency incidents over the remainder of the financial year distort FRNSW's employee-related expenditure.
7. The Department will not consider temporarily taking permanently-staffed appliances off line (ie, permanent TOLing) prior to the conclusion of the second joint review on 12 December. Further, the Department will not thereafter commence permanent TOLing before:
 - a) the Commissioner and State Secretary have met to consider alternative options; and
 - b) the Union has been given at least fourteen days' notice of the Department's intention to do so.
8. The Awards will be amended by way of consent variation in the terms set out in the attached document headed "September 2012 consent Award variations" as soon as possible.
9. There will be a trial of a Friday, Saturday, Sunday night roster (x3 fourteen hour shifts over 7 day cycle) and the widening of eligibility to work the Part Time (K&L) Roster to any applicant, provided that priority will continue to be afforded to members with carer responsibilities.
10. The ongoing annual leave exchange trial will be contracted to allow the working of Friday and Saturday nights only (ie, Wednesday and Thursday day shifts will cease to be able to be worked for A/L exchange), and then only if the additional shifts to be worked do not exceed the number of vacancies present on that shift.

11. The previous agreement between the parties to assign the former staff from Katoomba and Wollongong Comms to temporary water tankers pending the extension of Springwood and Albion Park Fire Stations to retained staffing with S/O and 3 permanent staffing on the 10/14 Roster will be varied, but only insofar as those staff may now be utilised to fill local casual operational staff shortages and maintain safe and effective minimum staffing levels on existing operational appliances.
 12. The Department will commence using Operational Support staff who are otherwise capable and available to do so to fill casual operational staff shortages and maintain safe and effective minimum staffing levels on operational appliances.
 13. The In Orders 2008/22 provision which precludes the use of retained firefighters to fill retained staff shortages where there is a permanent firefighter available within 60km to perform a recall will be suspended whilst subclauses 6.7.4.1 and 6.7.4.2 of the Retained Award remain in operation.
 14. There will be an immediate moratorium on all appointments, with no new position to be created or vacant position to be advertised without prior consultation between the Department and the Union.
 15. There will be a joint review of all existing positions conducted asap and concluded within six months.
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WITHOUT PREJUDICE

SEPTEMBER 2012 CONSENT AWARD VARIATIONS

Permanent Award

Minimum payment for recall, Perisher Valley
Long Service Leave
Personal/Carer's Leave
Sick leave
Replacement of km payments for transport of gear with a flat "recall allowance"
Acting Down
Operational Support hours of work
Meals and Refreshments

Retained Award

Retained stand by duties – retained vacancies at incident rate
Meals and Refreshments

PERMANENT AWARD

Minimum payment for recall, Perisher Valley

9.5 Recall to Incident

- 9.5.1 An employee who is off duty and who is called upon, pursuant to subclause 9.5.2, to report for duty to attend an incident shall be entitled to a minimum payment equal to two hours at overtime rates.
- 9.5.2 Notwithstanding anything elsewhere contained in this clause, in the case of an incident, all employees off duty shall be liable to be called upon to report for duty and if called upon shall report immediately for duty
- 9.5.3 An employee who is on annual leave or long service leave and who reports for duty to attend an incident shall, in addition to payment pursuant to subclause 9.1, be credited with consolidated leave equal to the amount of time so worked.
- 9.5.4 For meal allowance entitlements when the employee remains on duty for a period of four hours or more in connection with a recall pursuant to subclause 9.5.1, see Clause 10, Meals and Refreshments.

9.6 Recall to Maintain Required Staffing Levels

- 9.6.1 **Subject to subclause 9.6.2, an An** employee off duty who is required to report for duty for the purpose of maintaining required staffing levels shall, on so reporting, be entitled to a minimum payment equal to four hours at overtime rates.
- 9.6.2 **Commencing 0800 hours 1 September 2012 and concluding 0800 hours 1 September 2013, an employee performing relief duties at Perisher Valley Fire Station who is off duty and who is called upon to report for duty to attend an incident shall be entitled to a minimum payment equal to two hours at overtime rates pursuant to subclause 9.5.1.**

Long Service Leave

- 20.1 Subject also to the provisions of subclause 20.8, Long Service Leave calculated from the date of appointment to the service shall accrue to employees in accordance with the following entitlements:
- 20.1.1 ~~Leave on full pay shall initially accrue at 0.1011 hours per calendar day so after~~ After service for ten years, leave for ~~two months~~ 369.27 hours on full pay or ~~four months~~ 738.54 hours on half pay.
- 20.1.2 After service in excess of ten years, ~~when leave on full pay shall then accrue at 0.2530 hours per calendar day:~~
- 20.1.2.1 Leave pursuant to subclause 20.1.1; and
- 20.1.2.2 In addition, an amount of leave proportionate to the length of service after ten years, calculated on the basis of ~~five months~~ 924.0825 hours on full pay or ~~ten months~~ 1848.165 hours on half pay, for ten years served after service for ten years.
- 20.1.2.3 Long Service Leave shall not include annual leave.
- 20.2 Where the services of an employee with at least five years but less than seven years service are terminated by the Department for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, the employee shall, for five years' service be entitled to ~~one month's~~ 184.635 hours' leave on full pay and for service after five years to a proportionate amount of leave on full pay calculated on the basis of ~~three months'~~ 553.905 hours' leave for fifteen years' service.
- 20.3 In the event of the termination of the employment of the employee other than by death, the monetary value of Long Service Leave due, if any, shall be paid to such employee.
- 20.4
- 20.4.1 Approval to take Long Service Leave as provided by this clause shall, subject to the exigencies of the Department, be granted by the Department as and when such leave becomes due (i.e. after seven years) or any time thereafter. Provided that an employee shall give notice, in writing, to the Department of the employee's intention to take such leave. Such notice shall be given at least twenty days before the date on which the employee intends to commence such leave.
- 20.4.2 Notwithstanding the provisions of subclause 20.4.1, the period of notice referred to in subclause 20.4.1 may be reduced on a case by case basis, subject to the discretion of the Commissioner.
- 20.5 Approval to take Long Service Leave may be deferred by the Commissioner due to Departmental requirements.
- 20.6 Long Service Leave may be taken in the following combinations and not otherwise:
- 20.6.1 In the case of employees working the roster systems prescribed by subclauses 8.3 and 8.4 of Clause 8, Hours of Work, ~~either as provided by subclause 20.6.4 or~~ in multiples of eight consecutive calendar days with a minimum period of eight consecutive calendar days.
- 20.6.2 In the case of employees working the roster systems prescribed by subclauses 8.5 and 8.6 of Clause 8, Hours of Work, or any other roster system agreed to between the Department and the Union based on a seven day cycle, ~~either as provided by subclause 20.6.4 or~~ in multiples of seven consecutive calendar days with a minimum period of seven consecutive calendar days.
- 20.6.3 Where approval is granted to take Long Service Leave on half pay the multiples and minimum periods specified in subclauses 20.6.1 and 20.6.2 shall be doubled.
- 20.6.4 ~~The minimum period of Long Service Leave that may be taken by an employee other than an Executive Officer is a single day or shift. An employee's leave balance will be debited by the same number of hours as the number of hours they would have worked according to their roster had they not taken the leave.~~

- 20.7 Prior to an employee entering upon a period of Long Service Leave, the employee may elect to be paid with respect of the period of leave in one of the following ways:
- 20.7.1 in full when the employee commences the period of leave; or
 - 20.7.2 at the same time as the employee's normal pay would have been paid if the worker had remained on duty.
- 20.8 Notwithstanding anything elsewhere provided by this clause, effective on and from the date of operation of this Award:
- 20.8.1 employees may apply to take pro-rata Long Service Leave after the completion of seven (7) years of service. Additionally employees with such service shall be entitled to pro-rata Long Service Leave on resignation or termination.
 - 20.8.2 employees may apply to take a period of Long Service Leave at double pay provided that:
 - 20.8.2.1 The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work.
 - 20.8.2.2 The employee's leave balance will be debited for the actual period of the absence from work and an equivalent number of ~~hours~~ ~~days~~ as are necessary to pay the allowance.
 - 20.8.2.3 Other leave entitlements, e.g., ~~recreation~~ ~~annual~~ leave, sick leave and Long Service Leave will accrue at the single time rate where an employee takes Long Service Leave at double time.
 - 20.8.2.4 Superannuation contributions will only be made on the basis of the actual absence from work, i.e., at the single time rate.
 - 20.8.2.5 Where an employee other than an Executive Officer elects to take Long Service Leave at double pay, the minimum & multiple periods of actual absence as prescribed in 20.6 shall apply. Where an Executive Officer elects to take Long Service Leave at double pay, the minimum period of actual absence should be not less than one week.
 - 20.8.3 Where a public holiday falls during a period of Long Service Leave the employee shall be paid for that day and additionally it shall not be deducted from the period of the leave.
 - 20.8.3.1 In respect of public holidays that fall during a period of double pay Long Service leave an employee will not be debited in respect of the leave on a public holiday. The employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.
- 20.9 Entitlements to Extended Leave (Long Service Leave) pursuant to the *Public Sector Employment and Management Act 2002* shall take effect on and from 5 October 1993, provided that the total years of service will count for the determination of entitlements accruing from that date.

Personal/Carer's Leave

- 22.1.2 The employee shall, if required, establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.
- 22.1.3 Commencing 0800 hours 1 September 2012 and concluding 0800 hours 1 September 2013, the provisions of subclause 22.1.2 shall not have effect and the provisions of subclause 22.1.3.1 shall operate instead:
- 22.1.3.1 Subject to subclause 22.1.3.2, an employee shall produce a medical certificate or statutory declaration, to establish the illness of the person concerned, but not the nature of the person's illness, and that the illness is such as to require care by another person.
- 22.1.3.2 An employee may not produce more than one statutory declaration each calendar year in support of their absence unless it is not possible or practicable to obtain a medical certificate, in which case their statutory declaration will also set out the reason or reasons preventing their production of a medical certificate.
- 22.1.3.3 In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

(re-number remaining subclauses).

Sick leave

- 23.7 The granting of sick leave, the duration thereof and the pay, if any, for the same shall be on the following basis:
- 23.7.1 One hundred and forty-four hours on full pay in any one year, ~~fully cumulative less any sick leave taken.~~
 - 23.7.2 ~~Effective 17 February 1997, the sick leave prescribed in 23.7.1 shall be fully cumulative less any sick leave taken.~~ Sick leave beyond the scale provided for shall be sick leave without pay.
 - 23.7.3 ~~Sick leave beyond the scale provided for shall be sick leave without pay.~~ Commencing 0800 hours 1 September 2012 and concluding 0800 hours 1 February 2014, the provisions of subclauses 23.7.1 shall not have effect and the provisions of subclause 23.7.3.1, 23.7.3.2 and 23.7.3.3 shall operate instead.
 - 23.7.3.1 Employees shall upon each anniversary of their date of employment accrue eighty four hours of Short-Term Sick Leave and sixty hours of Long-Term Sick Leave. Both forms of sick leave shall be fully cumulative less any such leave taken, provided that Short-Term Sick Leave in excess of one hundred and sixty eight hours shall be converted to Long-Term Sick Leave and held thereafter in the employee's Long-Term Sick Leave balance.
 - 23.7.3.2 There shall be no distinction between Short-term Sick Leave and Long-Term Sick Leave save that Long-Term Sick Leave shall, unless the Commissioner approves otherwise, only be payable for absences in excess of twenty one or more consecutive days.
 - 23.7.3.3 All sick leave accumulated by each employee as at 1 September 2012 in excess of eighty four hours shall be converted to Long-Term Sick Leave and all remaining sick leave shall be converted to Short-Term Sick Leave.
 - 23.7.4 Sick leave is intended to be allowed in respect of absences from duty caused by ordinary illness or incapacity for duty as the result of an illness or injury sustained whilst off duty. When the incapacity is due to organised sporting activity or paid work, unconnected with the Department, any sick leave payment shall take into account any benefit in the nature of sick leave or workers compensation payments the employee concerned receives from the body organising the sporting activity or paid work, but to the extent of such benefit, the employee's sick leave entitlement shall not be affected.
 - 23.7.5 Where payment has been made for sick leave, under this clause, to an employee whose sick leave entitlement previously has been exhausted, or whose right to sick leave is not established, the Department may deduct the amount overpaid from the salary of the employee concerned in the next pay period or, if such a deduction would cause hardship, in accordance with the provisions of subclause 6.15 of this Award.
 - 23.7.6 Recruit firefighters shall be eligible for sick leave. However, such employees shall only be entitled to use up to and including 72 hours of sick leave.
 - 23.7.7 When the incapacity is due to a cause which would entitle an employee to workers' compensation, the Department shall pay the difference between the amount of workers' compensation payment and the ordinary rate of pay of the employee concerned. The employee's entitlement for sick leave arising from ordinary illness shall not be affected.
 - 23.7.8 The employee shall prove to the satisfaction of the Department, or, in the event of a dispute, to the satisfaction of the Industrial Relations Commission, that the employee was unable, on account of such illness or incapacity, to attend for duty on that day or days for which sick leave is claimed. Payment shall not be allowed for such leave until this condition is fulfilled. A medical certificate tendered in support of such claim shall state the illness or incapacity, and that the employee was prevented by such illness or incapacity from attending for duty on the day or days for which sick leave is claimed.

- 23.8 Employees are entitled to take unsupported sick leave absences, where no medical certificate is required, subject to the following provisions:
- 23.8.1 ~~Subject to subclause 23.8.6, Such~~ such absences may not exceed 3 separate occasions in any calendar year, where an 'occasion' shall be a shift or part of a shift (or in the case of Executive Officers, 3 separate days in any calendar year; and
 - 23.8.2 Such absences may not be taken on consecutive days; and
 - 23.8.3 Such absences may not be taken on public holidays; and
 - 23.8.4 Such absences may not be taken in relation to any matter that may be covered by workers' compensation.
 - 23.8.5 Such absences may not be taken in relation to any matter that may be covered by workers' compensation.
 - 23.8.6 The parties agree to trial a reform commencing 1 September 2012 to operate for the remaining life of this Award whereby employees who take less than 84 hours sick leave and less than 3 unsupported sick leave absences over the 2012 calendar year may accumulate any residual unsupported sick leave entitlement and access such additional entitlement during the course of the following or subsequent years.

(re-number remaining subclauses).

Replacement of km payments for transport of gear with a flat “recall allowance”

9.10 Commencing 0800 hours 1 September 2012 and concluding 0800 hours 1 September 2013, the provisions of subclause 9.7 shall not have effect and the provisions of subclause 9.11 shall operate instead.

9.11 Where an employee recalled pursuant to either subclauses 9.5.2 or 9.6.1:

9.11.1 Is directed perform the recall, such employee shall be paid the Kilometre Allowance set at Item 2 of Table 3 of Part C, for the return distance travelled from the employee’s station/location to the recall station/location and back again, or the amount set at subclause 9.11.2, whichever is the greater. For the purpose of this subclause “distance travelled” means the agreed distance or, if the distance is not covered by a Matrix, the actual kilometres travelled.

9.11.2 Elects or agrees to perform the recall, such employee shall be paid an amount equivalent to twenty kilometres of the Kilometre Allowance set at Item 2 of Table 3 of Part C.

9.11.3 Incurs a toll as a consequence of using a bridge, tunnel or motorway when travelling to perform the recall, such employee shall be reimbursed for the cost of the toll.

Acting Down

Clause 42. Employees' Duties

- 42.1 An Employee may be directed to carry out duties which are within the limits of his or her skills, competence, and training, in such a manner, as may be required by the Department, provided that:
- 42.1.1 the direction is reasonable, and
 - 42.1.2 the direction is not otherwise inconsistent with a provision of this Award.
- 42.2 Any direction issued by the Department pursuant to subclause 42.1 shall be consistent with:
- 42.2.1 the provision of a safe and health working environment,
 - 42.2.1 ensuring that the Department responds to relevant technological changes and changes in its operating environment in a timely and effective manner.
- 42.3 To avoid doubt, an employee of any classification may be directed to carry out the duties of an employee of any lower classification provided, firstly, that such duties are within the limits of his or her skills, competence, and training and secondly, that an employee who does perform lower duties shall retain the conditions of employment applicable to their substantive classification.
- 42.4 The parties to this Award shall work collaboratively to ensure the effective and reasonable operation of this clause.

Operational Support hours of work

14.2.4 Subject to subclause 14.13, hours ~~Hours~~ of work, specifying which roster is to be worked pursuant to Clause 8 of this Award; and

14.13 Commencing 0800 hours 1 September 2012 and concluding 0800 hours 1 September 2013, with the exception of those employees working the Standard 10/14 roster, who shall continue to work that roster, the provisions of subclause 14.2.4 shall not have effect and the provisions of this subclause shall operate instead:

14.13.1 Employees shall work an average of 42 ordinary hours per week over an eight-week roster cycle according to the needs of the Department on any day of the week or at any time of the day. Each eight-week roster will be developed, subject to the provisions of subclause 14.13.2 and in consultation with each employee, not less than fourteen days prior to the commencement of each new roster cycle.

14.13.2

14.13.2.1 Any hours worked in excess of 336 over each roster cycle shall be excess hours and shall be paid at double time.

14.13.2.2 Any hours worked between 1730 hours and 2200 hours in excess of 48 hours over each roster cycle shall be excess hours and shall be paid at double time.

14.13.2.3 Any hours worked between 2200 hours and 0700 hours shall be excess hours and shall be paid at overtime rates in accordance with Clause 9 of this Award.

14.13.2.4 Any hours worked between 0700 hours Saturday and 2200 hours Sunday in excess of 48 hours over an eight-week roster cycle shall be excess hours and shall be paid at overtime rates in accordance with Clause 9 of this Award.

14.13.2.5 There shall be at least 8 consecutive hours between the cessation of one rostered shift and the commencement of the next rostered shift.

14.13.2.6 No employee shall be permitted to work more than five days in any seven day period except in the case of a call to an incident or other emergency circumstances.

14.13.2.7 No employee shall be permitted to work in excess of 16 hours straight, or for periods of eight hours or less, except in the case of a call to an incident or other emergency circumstances.

14.13.2.8 No employee shall be required to work unreasonable hours. In determining what is unreasonable the following factors will be considered:

14.13.2.8.1 The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;

14.13.2.8.2 Any risk to employee's health and safety;

14.13.2.8.3 The urgency of the work required to be performed, the impact on the operational commitments of the Department and the effect on services; and

14.13.2.8.4 Any other relevant matter.

Meals and Refreshments

4. Definitions

“Emergency Meal” means a Long Life Meal Pack supplied when the provision of a Substantial Meal is not practicable, the basis of which shall be a self-heating 320g meal that is generally meat based (except for special diet packs such as vegetarian or vegan packs) and shall also include one dried fruit or fruit and nut mix (Sunbeam Fruit and Nut 40g, Fruit on the Go 50g, or similar) and one cheese and biscuits (Uncle Tobys Le Snak Cheddar Cheese 20g, or similar) or one fruit pack (Goulburn Valley no added sugar 220 g, or similar) and one 100% fruit juice box (Just Juice 250 ml, or similar).

“Refreshments” means tea bags, instant coffee, boiling water, sugar, long life milk, two biscuits and one cereal bar (any bar from the following list: K Time Twists 37 g bar, All-Bran Baked Bars 40g bar, Uncle Tobys Crunchy Muesli Bars Apricot, Uncle Tobys Fruit Twist – Apple and Pear, or similar) or one Goulburn Valley or similar fruit pack 220 g (no added sugar) and one liquid meal drink (any drink from the following list: Sustagen Sport 250 ml, Up and Go 250 ml, or similar) or one carbohydrate/electrolyte beverage (Sqwincher Qwik Serv 42g sachet, or similar).

“Substantial Meal” means a meal ~~similar in standard to that provided by domestic airlines to inflight passengers travelling interstate economy class~~ identified in the Department’s Incident Ground Meals Guide, as at 1 September 2012, or a meal of a similar nutritional and sensory quality standard.

10. Meals and Refreshments

10.1 Attendance at an Incident

10.1.1 For the purposes of this clause, an "incident" also includes hazard reduction or any similar situation where facilities comparable to those provided at fire stations are not available to partake of a meal.

10.1.2 Where an employee attends an incident which extends for two hours or more, refreshments shall be provided no later than two hours after the start of an incident.

~~10.1.2.1 In the GSA, Newcastle, Broken Hill, Gosford, Wyong and Wollongong Fire Districts, refreshments shall be provided;~~

~~10.1.2.2 In all other Fire Districts, refreshments shall be provided as soon as possible after two hours but no later than three hours.~~

10.1.3 Where such an incident extends for four hours or more, the employee shall be provided with a ~~substantial meal~~ Substantial Meal. After every subsequent four hours of attendance at such an incident, a further ~~substantial meal~~ Substantial Meal shall be provided.

10.2 Payment in Lieu of the Provision of Refreshments/Meals

10.2.1 Where refreshments are not provided in terms of subclause 10.1.2, the Refreshment Allowance set at Item 15 of Table 3 of Part C, shall be paid.

10.2.2 Where an Emergency Meal is supplied in lieu of a Substantial Meal, the Refreshment Allowance set at Item 15 of Table 3 of Part C, shall be paid.

10.2.3 Where ~~meals are~~ a Substantial Meal or an Emergency Meal is not provided in terms of subclause 10.1.3, the Meal Allowance set at Item 14 of Table 3 of Part C, shall be paid.

10.3 During Overtime

~~10.3.1 An employee who works overtime which:~~

~~10.3.1.1 involves the attendance at an incident shall be provided with refreshments/meals in terms of subclauses 10.1.2 and 10.1.3 or the payment in lieu thereof as prescribed in subclause 10.2;~~

~~10.3.1.2 does not involve attendance at an incident and is not a recall for the purpose of maintaining required staffing levels, shall, if such overtime extends for more than two hours, be paid the Meal Allowance set out at Item 14 of Table 3 of Part C. After every subsequent four hours of such overtime worked, the Refreshment Allowance set out at Item 15 of Table 3 of Part C, shall be paid.~~

10.3.1 An employee who works overtime immediately following the conclusion of their current shift (including an employee already on overtime who is required to remain past the change of shift) shall, if such overtime extends for more than two hours, be paid the Meal Allowance set out at Item 14 of Table 3 of Part C. This payment, which shall be made in cash, shall, unless the Officer-in-Charge is not available to make such payment, be made prior to or at the cessation of the employee's overtime. In cases where the Officer-in-Charge is not available to make payment, the employee shall be paid at the earliest opportunity thereafter.

10.4 Method of Payment and Calculation of Allowances in Lieu of Refreshments/Meals

~~10.4.1 The payments referred to in this clause shall, unless the Officer-in-Charge is not available to make such payment, be made prior to or at the cessation of the shift or overtime as the case may be. In cases where the Officer in Charge is not available to make payment, the employee shall be paid at the earliest opportunity thereafter.~~

10.4.1 The allowances referred to in this clause shall be calculated as follows:-

10.4.1.1 The Meal Allowance at Item 14 of Table 3 of Part C, is the average, rounded to the nearest five cents, of the amounts prescribed for the overtime meal allowances for breakfast, lunch and dinner at Item 19 of Table 1 Part B of the Crown Employees (Public Service Conditions of Employment) Award 2002 **as subsequently adjusted pursuant to subclause 10.4.1.3.**

10.4.1.2 The Refreshment Allowance in Item 15 of Table 3 is half, rounded to the nearest five cents, of the Meal Allowance in Item 14 of Table 3 of Part C.

10.4.1.3 The amounts specified in 10.4.1.1 and 10.4.1.2 shall be ~~re-calculated, and shall take effect from the same date, as any adjustments made to the overtime meal allowances for breakfast, lunch and dinner allowances in the Crown Employees (Public Service Conditions of Employment) Award 2002~~ adjusted on 1 July in line with the corresponding reasonable allowance amount for overtime meals for the appropriate financial year as published by the Australian Taxation Office (ATO).

RETAINED AWARD

Retained stand by duties – retained vacancies at incident rate

6.7 Standing By for Non-Available Staff

- 6.7.1 ~~Subject to subclause 6.7.4, where~~ ~~Where~~ an employee is required to stand by with a brigade to fill a vacancy created through the non-availability of firefighting staff, retained or permanent, such employee shall be paid at the rate prescribed at Entitlement Code L of Table 1 of Part B of this Award for the period which elapses from the time the employee signed on in the occurrence book of the stand by station, until the time such employee signs off in the occurrence book of the stand by station. Provided that employees who perform stand by duties in accordance with this subclause shall not attract additional payment under this Clause for attendance at incidents or performing authorised duties or drills during the period of the stand by.
- 6.7.2 Employees who stand by at a station other than their own shall be paid the appropriate rate per hour prescribed for the employee's classification for the duration of the forward and return journeys between the employee's station and the location of the stand-by. All such time shall be paid to the minute.
- 6.7.3 Where it is necessary for an employee to use the employee's private vehicle to perform stand by duties, such employee shall be paid the rate per kilometre prescribed at Entitlement Code "K" of Table 1 of Part B for the forward and return journeys between their residence and their station, and the forward and return journeys between their station and the location of the stand-by.
- 6.7.4 ~~Commencing 0800 hours 1 September 2012 and concluding 0800 hours 1 February 2013, the provisions of subclause 6.7.1 shall not have effect and the provisions of subclauses 6.7.4.1 and 6.7.4.2 shall operate instead.~~
- 6.7.4.1 ~~Where an employee is required to stand by with a brigade to fill a vacancy created through the non-availability of firefighting staff such employee shall be paid:~~
- 6.7.4.1.1 ~~if the vacancy is created through the non-availability of permanent firefighting staff, at the rate prescribed at Entitlement Code L of Table 1 of Part B of this Award for the period which elapses from the time the employee signed on in the occurrence book of the stand by station, until the time such employee signs off in the occurrence book of the stand by station; or~~
- 6.7.4.1.2 ~~if the vacancy is created through the non-availability of retained firefighting staff and the employee has performed less than 80 hours within the current calendar year performing such duties, at the rate prescribed for their classification, as provided for at subclause 6.3.1 and Table 1 of Part B of this Award, for the period which elapses from the time the employee signed on in the occurrence book of the stand by station, until the time such employee signs off in the occurrence book of the stand by station; or~~
- 6.7.4.1.3 ~~if the vacancy is created through the non-availability of retained firefighting staff and the employee has performed 80 or more hours within the current calendar year performing such duties, at the rate prescribed at Entitlement Code L of Table 1 of Part B of this Award for the period which elapses from the time the employee signed on in the occurrence book of the stand by station, until the time such employee signs off in the occurrence book of the stand by station.~~
- 6.7.4.2 ~~Employees who perform stand by duties in accordance with this subclause shall not attract additional payment under this Clause for attendance at incidents or performing authorised duties or drills during the period of the stand by.~~

Meals and Refreshments

4. Definitions

“Emergency Meal” means a Long Life Meal Pack supplied when the provision of a Substantial Meal is not practicable, the basis of which shall be a self-heating 320g meal that is generally meat based (except for special diet packs such as vegetarian or vegan packs) and shall also include one dried fruit or fruit and nut mix (Sunbeam Fruit and Nut 40g, Fruit on the Go 50g, or similar) and one cheese and biscuits (Uncle Tobys Le Snak Cheddar Cheese 20g, or similar) or one fruit pack (Goulburn Valley no added sugar 220 g, or similar) and one 100% fruit juice box (Just Juice 250 ml, or similar).

“Refreshments” means tea bags, instant coffee, boiling water, sugar, long life milk, two biscuits and one cereal bar (any bar from the following list: K Time Twists 37 g bar, All-Bran Baked Bars 40g bar, Uncle Tobys Crunchy Muesli Bars Apricot, Uncle Tobys Fruit Twist – Apple and Pear, or similar) or one Goulburn Valley or similar fruit pack 220 g (no added sugar) and one liquid meal drink (any drink from the following list: Sustagen Sport 250 ml, Up and Go 250 ml, or similar) or one carbohydrate/electrolyte beverage (Sqwincher Qwik Serv 42g sachet, or similar).

“Substantial Meal” means a meal ~~similar in standard to that provided by domestic airlines to inflight passengers travelling interstate economy class~~ identified in the Department’s Incident Ground Meals Guide, as at 1 September 2012, or a meal of a similar nutritional and sensory quality standard.

"Union" means the New South Wales Fire Brigade Employees' Union.

8. Meals and Refreshments

8.1 Attendance at an Incident

8.1.1 For the purposes of this clause, an "incident" also includes hazard reduction.

8.1.2 Where an employee attends an incident which extends for two hours or more, refreshments shall be provided no later than two hours after the start of an incident.

~~8.1.2.1 In the GSA, Newcastle, Broken Hill, Wollongong, Gosford and Wyong Fire Districts, refreshments shall be provided no later than two hours after the start of the incident.~~

~~8.1.2.2 In all other Fire Districts, refreshments shall be provided as soon as possible after two hours but no later than three hours after the start of the incident.~~

8.1.3 Where such an incident extends for four hours or more, the employee shall be provided with a ~~substantial meal~~ Substantial Meal. After every subsequent four hours of attendance at such an incident, a further ~~substantial meal~~ Substantial Meal shall be provided.

8.2 Payment in Lieu of the Provision of Refreshments/Meals

8.2.1 Where refreshments are not provided in terms of subclause 8.1.2, the Refreshment Allowance set at Entitlement Code "N" of Table 1 of Part B, shall be paid.

8.2.2 Where an Emergency Meal is supplied in lieu of a Substantial Meal, the Refreshment Allowance set at Entitlement Code "N" of Table 1 of Part B, shall be paid.

8.2.3 Where ~~meals are~~ a Substantial Meal or Emergency Meal is not provided in terms of subclause 8.1.3, the Meal Allowance set at Entitlement Code "M" of Table 1 of Part B, shall be paid.

~~8.3 Method of Payment of Allowances in Lieu of Refreshments/Meals~~

~~8.3.1 The payments referred to in this clause shall, subject to 8.3.1.1, be made prior to or at the cessation of duty.~~

~~8.3.1.1 In cases where the Officer-in-Charge is not, or due to circumstances beyond his or her control does not have sufficient funds available to make payment, the employee shall be paid at the earliest practicable opportunity after the cessation of duty.~~

8.3 Calculation of Future Adjustments to Refreshments/Meal Allowances

8.3.1 The allowances referred to in this clause shall be calculated as follows:

8.3.1.1 The Meal Allowance at Entitlement Code "M" of Table 1 of Part B, is the average, rounded to the nearest five cents, of the amounts prescribed for the overtime meal allowances for breakfast, lunch and dinner at Item 19 of Table 1 Part B of the Crown Employees (Public Service Conditions of Employment) Award 2002 ~~as subsequently adjusted pursuant to subclause 8.3.1.3.~~

8.3.1.2 The Refreshment Allowance at Entitlement Code "N" of Table 1 of Part B, is half, rounded to the nearest five cents, of the amount at Entitlement Code "M" of Table 1 of Part B.

8.3.1.3 The amounts specified in subclauses 8.3.1.1 and 8.3.1.2 shall be ~~re-calculated and shall take effect from the same date, as any adjustments made to the overtime meal allowances for breakfast, lunch and dinner allowances in the Crown Employees (Public Service Conditions of Employment) Award 2002~~ adjusted on 1 July in line with the corresponding reasonable allowance amount for overtime meals for the appropriate financial year as published by the Australian Taxation Office (ATO).