

Meals and Refreshments Proposed Award Variations

Permanent Award

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.

~~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

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.

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).”