**CROWN EMPLOYEES (FIRE AND RESCUE NSW FIREFIGHTING STAFF CONSOLIDATED CONDITIONS) AWARD 2012**

**INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES**

Application by the Fire Brigade Employees’ Union of New South Wales

IRC Matter No. 981 of 2012

Before the Commission

**Award**

**Part A**

**1. Introduction**

1.1 This Award shall be known as the “Crown Employees (Fire and Rescue NSW Firefighting Staff Consolidated Conditions) Award 2012”.

1.2 The intention of this Award is to consolidate and regulate by way of an Award the industrial policies, procedures or arrangements set out within Part B that were hitherto given effect to by Regulation, Departmental Standing Orders, correspondence between the parties and/or in settlement of previous matters before the Commission and the policies, procedures or arrangements set out within Part B shall apply to all permanent firefighters, or all retained firefighters, or to all firefighting employees as the case may be.

1.3 This Award is in two parts as follows:-

 Part A – Introduction, Index and Definitions

 Part B – Consolidated Conditions

**2. Index**

1. Introduction

2. Index

3. Definitions

4. Personnel

5. Hours of Work and Leave

6. Training, Progression and Promotion

7. Protective Clothing and Uniforms

8. Travel and Travelling Compensation

9. Health and Safety

10. Conduct and Discipline

11. Miscellaneous

12. Disputes Avoidance Procedure

13. Anti Discrimination

14. Area, Incidence and Duration

3. Definitions

“Department” means Fire and Rescue NSW, established as a Department of the Government under the Fire Brigades Act 1989 and a Division of the Department of Attorney General and Justice under the Public Sector Employment and Management Act 2002.

“Permanent Firefighter” means a person, other than an employee covered by the *Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award 2011*, employed in one of the classifications covered by the *Crown Employees (Fire and Rescue NSW* *Permanent Firefighting Staff) Award 2011*, as a member of Fire and Rescue NSW in terms of the provisions of the *Fire Brigades Act* 1989.

“Permanent Firefighting Staff Award” means the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award 2011.

“Retained Firefighter” means a person classified by the Department as a Retained Firefighter and appointed as a Volunteer Firefighter pursuant to the provisions of the Fire Brigades Act 1989.

“Retained Firefighting Staff Award” means the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award 2011.

“Standing Orders” means Fire and Rescue NSW Standing Orders 2011, Version 18.11 as published 16 November 2011.

“Union” means the Fire Brigade Employees’ Union of New South Wales.

**PART B**

**4. Personnel**

4.1 Filling Country Officer and Senior Officer vacancies

4.1.1 When a country vacancy occurs and is one which is not subject to a Transfer Register or alternatively cannot be filled through a Transfer Register such position shall be advertised in the Department’s ‘Commissioner’s Orders’ and all eligible Station Officers or Inspectors may apply for the position. A selection based on merit will be made by a selection panel. Appointment to the position shall be for a minimum of two (2) years, except as otherwise provided for in subclause 4.1.12.

4.1.2 Where the position is not filled under subclause 4.1.1 because there are noapplicants, or because no applicant is successful,the position shall be offered to permanent firefighters who have successfully completed a relevant Promotional Program but, due to the lack of a vacancy, have not been promoted. The firefighter shall be selected on merit.

4.1.3 Where the position cannot be filled under subclause 4.1.2 because there are no applicants, or because no applicant is successful, the position shall be offered to permanent firefighters who are currently completing a relevant Promotional Program. The firefighter shall be selected on merit and will be eligible to take up the vacant position on successful completion of the Promotional Program.

4.1.4 Where the position cannot be filled under subclause 4.1.3 because there are noapplicants, or because no applicant is successful,the position shall be offered to permanent firefighters whose level of achievement in the entry test means they have gained a Promotional Program position, but are yet to commence the program. The firefighter shall be selected on merit, undertake the next available Promotional Program, and take up the vacant position on successful completion of the program.

4.1.5 Subject to the provisions of subclause 4.1.6, where the position cannot be filled under subclause 4.1.4 because there are noapplicants, or because no applicant is successful, the position shall be offered to permanent firefighters who undertook the most recent relevant entry test but did not gain a position on the Promotional Program. The position shall be offered to such permanent firefighters by order of merit in the entry test, and so on down that merit list. The first firefighter who accepts the position shall then undertake the next available Promotional Program and, upon successful completion of that program, shall be provided with additional training and promoted to the new rank prior to taking up the country position.

4.1.6 Where the period between the occurrence of the country vacancy and the completion of the most recent relevant entry test exceeds twelve (12) months, the position shall be advertised as one of the positions available for the next entry test and filled in accordance with subclauses 4.1.3, 4.1.4 and 4.1.5.

4.1.7 Where an employee gains a Promotional Program position under subclause 4.1.5 but does not successfully complete that program, the firefighter shall not be appointed to the position and, in the case of a Leading Firefighter, shall revert to their former rank. The firefighter shall still be eligible to apply for the next or any subsequent Promotional Program’s entry test.

4.1.8 Subject to the provisions of subclauses 4.1.9 and 4.1.10, once a firefighter is appointed to the country vacancy, a minimum period of service of two (2) years shall apply from the time the firefighter takes up the position.

4.1.9 During the first eighteen (18) months of service, firefighters who are appointed in terms of:

4.1.9.1 subclauses 4.1.1 or 4.1.2 cannot apply for a transfer but may apply for any advertised vacancy for which they are eligible.

4.1.9.2 subclauses 4.1.3, 4.1.4 and 4.1.5 cannot apply for a transfer, any advertised vacancy or promotion.

4.1.10 When an permanent firefighter becomes eligible to apply for a transfer (ie after 18 months) and does so, they will, in ordinary circumstances, be transferred within a period of six (6) months from the date of such application or after two (2) years service in the current position, whichever is the later.

4.1.11 In extreme unforeseen circumstances a firefighter may apply to the Commissioner for early release from the condition to serve a minimum of two years in the position. The Commissioner will assess such applications on a case by case basis. Where approved, the firefighter shall be required to pay for all transfer and removal costs from the country to the greater Sydney area and, if appointed in accordance with subclause 4.1.5, to revert to their former rank as follows:

4.1.11.1 in the case of Station Officers who were appointed from Senior Firefighter and promoted to Leading Firefighter in accordance with this policy, to the rank of Senior Firefighter; and

4.1.11.2 in the case of Inspectors, to the rank of Station Officer.

4.2 Re-appointment as a permanent firefighter

4.2.1 Re-appointment as a permanent firefighter shall be subject to a six (6) month probationary period with the re-appointed employee being required to perform the full duties of the rank to which he or she is appointed.

4.2.2 At the conclusion of the probationary period, the Commissioner may:

4.2.2.1 confirm the appointment; or

4.2.2.2 extend the probationary period if considered necessary; or

4.2.2.3 cancel the appointment.

4.2.3 The former employee shall be re-appointed to the rank below that held at the time of resignation, provided that the most senior rank for re-appointees shall be Senior Firefighter. Seniority shall be determined by the re-appointee being re-appointed to a position immediately following the most junior employee in the designated rank.

4.2.4 Whilst there shall be no age limitation imposed on former employees who wish to re-join Fire and Rescue NSW, it shall be necessary for the re-appointee to undergo a medical examination by the Department’s nominated medical officer.

4.2.5 The re-appointed employee shall be required to undertake a re-introduction course if the Commissioner considers this necessary.

4.3 Regional Communications appointments

4.3.1 Permanent Firefighter or Station Officer vacancies which occur within Regional Communication Centres should be advertised concurrently for Stage 1 to Stage 3 applicants (subclauses 28.6.1.1 through 28.6.1.3 of the Permanent Firefighters Award respectively). There should be no need to readvertise between these stages, however should the process progress beyond Stage 3 then subclauses 28.6.1.4 and 28.6.1.5 of the Permanent Firefighters Award make it sufficiently clear that a new advertisement will be required for Stage 4 and, if necessary, once again at Stage 5.

4.3.2 To avoid doubt, the ‘essential criteria’ for all firefighter or Station Officer vacancies which occur within Regional Communication Centres should, for the purposes of subclause 28.6 of the Permanent Firefighters Award, be as follows:

4.3.2.1 Holding the minimum rank of, in the case of operator vacancies, Qualified Firefighter and, in the case of supervisor vacancies, Station Officer;

4.3.2.2 Processing satisfactory oral and written communication skills, including listening, comprehension and the ability to act quickly and decisively to accurately pass on information;

4.3.2.3 Having the ability to work in a team environment with limited supervision;

4.3.2.4 Having the ability to be trained on a computer-aided dispatch system and communication centre technology; and

4.3.2.5 Possessing satisfactory computer and keyboard skills.

4.3.3 The selection process should not progress from one Stage to the next unless none of the applicants meet the essential criteria, or there are fewer applicants who meet the essential criteria than there are vacancies. In the case of the latter situation, all of those applicants who do meet the essential criteria should be appointed to a vacancy before the process progresses to the next Stage in order to fill any remaining vacancies.

4.3.4 There should be no consideration of any subsequent Stage applications until all of the preceding Stage’s applications have been assessed to finalisation.

4.3.5 While Stage 1, Stage 4 and Stage 5 applications may be ordered within each Stage on consideration of the standing of those applicants against both the essential and desirable criteria, the ordering of Stage 2 and Stage 3 applicants who meet the essential criteria should be determined solely:

4.3.5.1 in the case of Stage 2 applicants, by their position on the relevant Residential Transfer Register; and

4.3.5.2 in the case of Stage 3 applicants, by their position on the relevant General Transfer Register.

4.3.6 An applicant who the Department assesses as not having met the essential criteria should be notified promptly in writing of same and, upon written request by that unsuccessful applicant within seven (7) days of such notification, of the details of any specific criteria they were deemed not to have met, and the reasons why. The Department should allow at least seven (7) days from the time the unsuccessful applicant is so notified before any consideration is given to any subsequent Stage applicants.

4.3.7 Future advertisements should make it clear that:

4.3.7.1 Stage 1, Stage 2 and Stage 3 applications must all be submitted by the same deadline; and

4.3.7.2 While Stage 1, 4 and 5 applications should address both the essential and desirable criteria, Stage 2 and Stage 3 applications need address only the essential criteria.

4.4 Response of specialist appliances crewed by two firefighters

4.4.1 To assure crew safety, Fire and Rescue NSW Heavy Rescue, Heavy Hazmat and Aerial appliances must always respond with the support of an additional Fire and Rescue NSW appliance, preferably a pumper with officer and crew, provided that tankers with a crew of two are not subject to this requirement as they often respond alone to minor, short duration bush and grass fires where safety can be managed by the crew

4.4.2 An additional appliance does not have to be dispatched when a specialist appliance responds to an incident where other Fire and Rescue NSW crews are already in attendance or are en route.

4.4.3 At incidents outside Fire and Rescue NSW Fire Districts the role of the additional appliance is to back up the specialist crew, not to undertake roles of other agencies, such as fire protection, when those agencies are also in attendance at the incident.

4.5 Minimum staffing of Aerial Appliances

4.5.1 The Department shall take all steps necessary to ensure that there is a crew of not less than two additional and suitably qualified permanent firefighters present and available at all times for each aerial appliance in accordance with the following:

4.5.1.1 for stations with Hydraulic Platforms and Bronto Appliances, the minimum additional staffing shall be two qualified operators to be rostered on the appliance.

4.5.1.2 for stations with Turntable Ladders Appliances, the minimum additional staffing shall be one qualified operator and one trainee offsider to be rostered on the appliance, except for the Magirus DLK 23/12 Low Profile Ladder, in which case the minimum additional staffing shall be two qualified operators rostered on the appliance.

4.5.1.3 for stations with Rescue Monitors, the minimum additional staffing shall be one qualified operator and one trainee offsider to be rostered on the appliance.

4.5.1.4 where an aerial appliance is being transported only from place to place by operational staff, one qualified operator is required to perform this duty.

4.5.2 The minimum staffing for stations with an Aerial Appliance attached shall be:

4.5.2.1 for Platform/Bronto Stations

City of Sydney Station - 6 Qualified Operators

Others - 4 Qualified Operators

4.5.2.2 for all other Aerial Stations (including Rescue Monitors)

 4 Qualified Operators; or

 3 Qualified Operators and 1 Trainee

4.6 Retention of selection committee documents

4.6.1 All information relating to applications and selection committee proceedings is strictly confidential. The only circumstances under which any information about applicants may be divulged (other than an appeal proceeding) is when appellants in an appeal process need to ascertain the reasons for their non-selection and include these on the Notice of Appeal. Information about other candidates or other details are not to be divulged under these circumstances.

4.6.2 When a selection committee is convened, a temporary file should be created for the position to hold the selection committee’s documentation. The convenor of the selection committee will hold this file until a decision is made. After the decision to appoint has been made the temporary file should be sent to the appropriate Departmental officer for safe keeping for 12 months or until any appeals action has finished, when the file will then be destroyed.

4.6.3 If any applicant has provided the committee with documentary evidence of qualifications or experience, or any other material in applying for the position, these documents should be returned unless the applicant has indicated otherwise.

4.7 Recall to duty of Country Station Officers

4.7.1 Station Officers appointed to Country Station Officer positions are, as far as is practicable, to enjoy their off duty periods unfettered by incidents of a minor nature. However, when a call of fire or other incident is received during the off duty hours of the Station Officer involving possible substantial property loss or a threat to life or of other serious nature including major hazmat incidents, the Captain or Retained firefighter in charge is to ensure that the Station Officer is contacted or acquainted with the known facts, as soon as possible.

4.7.2 In such circumstances the Station Officer is expected to attend when they are of the opinion that the situation would benefit by such response or whenever so requested by the Retained firefighter in charge at the incident scene.

4.8 Allocation of relieving staff

4.8.1 Spare permanent operational staff (ie relievers and firefighters performing outduties) are to be used to fill vacancies in a uniform manner, as follows:

4.8.1.1 In the first instance, spare permanent operational staff should be used to cover approved scheduled leave, such as Annual Leave, Long Service Leave, training and Special Leave.

4.8.1.2 Spare permanent operational staff should then be used to cover unscheduled leave such as Sick Leave, Personal Carer’s Leave, Sick Leave - Workers Compensation, Compassionate Leave and Special Situation.

4.8.1.3 Remaining spare permanent operational staff should be used to cover vacancies caused by any other reason, such as Consolidated Leave, person short, late fire call, secondment, retained shortages and other reasons.

4.9 Relieving outside of Fire District

4.9.1 In clarification of the exceptions listed at subclause 12.4.1 of the Permanent Firefighting Staff Award 2011, Relieving Firefighters and Relieving Station Officers (only) cannot be directed to perform relief duty at any location other than in accordance with the table listed at subclause 4.9.2, provided that Relieving Employees attached to a Communications Centre can be directed to perform relief duty at any adjacent Communications Centre.

4.9.2 Reciprocal relieving arrangements between GSA and other Metropolitan Zones

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Zone** | **MN1** | **MN2** | **MN3** | **MW3** | **MS1** |
| **MN1** | All stations | All stations | All stations |  |  |
| **MN2** | All stations | All stations | All stations |  |  |
| **MN3** | All stations | All stations | All stations |  |  |
| **ME1** |  | COS, 3, 4, 10, 11, 13, 18 |  |  | All stations |
| **ME2** | All stations | All stations | 75 |  |  |
| **ME3** |  | 5, 9, 14, 15, 16, 17, 19, 22, 28, 52, 62, 64 |  | All stations | All stations |
| **MW1** | 43, 63, 71, 94, 97 | 30,43, 55, 63,71, 72, 94, 97 |  | All stations |  |
| **MW2** | 23, 27, 42, 57, 59, 65, 67 | 23, 27, 42, 57, 59, 65, 67 |  | All stations | 41, 49, 55, 73, 101 |
| **MS2** |  | 26, 35, 39 |  |  | All stations |
| **MS3** |  |  |  | All stations | All stations |

4.9.11 There is no restriction on the number of personnel movement which can be initiated in order to fill a vacancy. This practice is known as “leap-frogging” and can involve the use of both relievers and employees performing outduties.

4.10 ‘Standard working shift’ for permanent firefighters

 This subclause sets out guidelines for a ‘standard working shift’ for permanent firefighters. They are not prescriptive in terms of time or duties to be performed, with the exception of those duties which have health and safety ramifications such as checking of appliances and breathing apparatus, routine recording of information, and other identified activities. This clause is intended to provide Station Officers with sufficient flexibility to develop work routines suited to their particular operational environments. For example, inner city fire stations may be unable to arrange fire safety activities such as school visits and the like as often as suburban fire stations, due to high incident workload during the daytime and a large transient population.

4.10.1 The following duties are time critical and must be performed as follows:

4.10.1.1 An over-riding obligation to immediately respond to emergency calls.

4.10.1.2 Pre-operational checks, servicing, fuelling and cleaning of all personal protective and other operational equipment including self contained breathing apparatus, permanently staffed appliances, ancillary equipment, etc, at commencement of each shift, or in accordance with established Departmental policy.

4.10.1.3 Post-operational checks, servicing, cleaning, and decontamination of all personal protective and other operational equipment including self contained breathing apparatus, permanently staffed appliances, ancillary equipment, etc, following use and before ceasing duty.

4.10.1.4 Subject to response workload, a minimum of 6 hours skills maintenance and/or acquisition training during each set of 4 shifts (A ,B, C, D, E and F Platoons), or 5 shifts (Monday to Friday roster).

4.10.1.5 Recording of fire prevention, fire safety, and response activities on AIRS reports or forms provided by Regional Community Risk Management Officers; and

4.10.1.6 Administrative tasks including submission of injury reports, timesheets etc.

4.10.2 Station Officers on all platoons are expected to agree on equitable allocation of responsibilities between platoons, particularly in relation to the coordination of work routines such as: scheduling of the regular servicing of ladders, dividing responsibilities for fire safety work and pre-incident planning, etc.

4.10.3 Duty Commanders and Zone Commanders will provide assistance where necessary to co-ordinate work routines between platoons and will support Station Officers in ensuring the safe, efficient operation of stations within their jurisdictions.

4.10.4 The following tables of activities are based upon the 10/14 roster system. Station Officers working on other rosters should modify the guidelines to suit their particular circumstances.

**Table 1: Day shift**

|  |  |  |
| --- | --- | --- |
| **Duties** | **Personnel** | **Tasks** |
| Roll call and briefing | Station Officer | Roll call. Allocation of duties. |
| Personal equipment check | All staff  | PPE and SCBA. |
| Comprehensive appliance and equipment check - maintenance and cleaning. | All firefighters | Remove, inspect and operate all equipment (first day shift). Refuel and clean permanently staffed appliances, test pump, aerials, rescue gear, etc. |
| Station maintenance | Station Officer | Ensure station and grounds are maintained. |
| Station inventory and administration | Station Officer | Check uniforms, station inventory, keys to premises, petty cash. Report staffing levels to Inspector. |
| Training  | All staff | Skills maintenance training using station training program resources. Inspector/Superintendent will arrange regular multi-station exercises. |
| Community safety activities | All staff | Activities including, but not confined to: FireEd, fire safety talks, school visits, fire safety displays, evacuation exercises, familiarisation visits to hazardous premises, pre-incident planning, hydrant inspections, station area familiarisation, bushfire hazard inspections, hazard reduction burns, static water supply program, training of Community Fire Units, liaison with other emergency services or community groups, etc. |
| Exercise and private study | All staff | Staff are encouraged to engage in approved physical exercise programs. Study time for staff studying for examinations/promotion. |
| Prepare station for change of shift | All staff | Restore station and equipment to required standard. Clean personal protective equipment. Station Officer to finalise administrative tasks. |

**Table 2: Night shift**

|  |  |  |
| --- | --- | --- |
| **Duties** | **Personnel** | **Tasks** |
| Roll call and briefing | Station Officer | Roll call. Allocation of duties. |
| Personal equipment check | All staff | PPE and SCBA. |
| Inventory and appliance check | All firefighters | Ensure all equipment is serviceable and permanently staffed appliances checked, fuelled, etc. |
| Station administration | Station Officer | Check uniforms, station inventory, keys to premises, petty cash. Report staffing levels to Inspector. |
| Training and community safety activities | All staff | Skills maintenance training using station training program resources. Community safety activities such as talks to community groups, pre-incident planning, checking hydrants on roads inaccessible during day, etc. |
| Personal development | All staff | May include exercise, study, reading, training videos, computer research, etc |
| Roll call and preparation for change of shift | All staff | Ensure station and equipment restored to operational readiness and personal equipment cleaned. |

4.11 Honorary Captains and Deputy Captains

4.11.1 Where a retained fire brigade has only one appliance and has a change of staffing to include a Station Officer working the permanent firefighters’ Standard 10/14 roster, the retained firefighters occupying the positions of Captain and Deputy Captain at the time of the change may retain the titles of Honorary Captain and Honorary Deputy Captain, respectively, while the positions shall no longer carry authority and the duties shall be those of a Retained Firefighter.

4.11.2. The monthly retainer shall continue to be paid at the Captain or Deputy Captain rate, but payment for attendance at incidents, drills and other authorised duties shall be at the rate payable to a Retained Firefighter.

4.11.3 The uniform insignia of Captain or Deputy Captain shall be worn on the dress uniform only. The title within the Brigade shall cease to exist when the person holding honorary rank leaves the Department.

4.12 Retained firefighter establishment

4.12.1 The retained firefighter establishment is designed to effectively meet the community’s fire protection needs and to enable retained brigades to provide a reliable response to incidents in their fire districts. The Department shall maintain and publish a retained firefighter establishment list, showing the maximum number of retained firefighters approved for each Brigade, on its Intranet site.

 4.12.2 For the purpose of this clause;

4.12.2.1 “Establishment” refers to the number of positions that is authorised by the Department, based on the need to provide and maintain an effective response to fires and emergencies. The establishment is used as the basis for funding each retained brigade.

4.12.2.2 “Actual staffing number” refers to the number of retained firefighters employed in a Brigade at any time.

4.12.2.3 “A supernumerary” is an retained firefighter who is employed over and above the number of positions authorised.

4.12.2.4 Any authorised position is part of the establishment. Any retained firefighter who is held in excess of that establishment is supernumerary. Supernumerary refers to a retained firefighter, not to a position.

4.12.3 The established standard for the primary appliance at a Retained station shall be the minimum crew required for the appliance, plus an availability component of another minimum crew, plus a relieving component of 50% of the above.

4.12.4 The established standard for each additional appliance allocated to the brigade shall be the minimum crew required for the appliance, plus a relieving component of 50% of the minimum crew.

4.12.5 The positions of Captain and Deputy Captain are included in these crew numbers.

4.12.6 Where retained firefighters are used to cover times when permanent firefighters are not on duty, the retained establishment is calculated as for a fully retained station, as they will be required to crew all the appliances at the station during those times. For example, where permanent firefighters crew a pump during the day, and retained firefighters crew it at night, the retained establishment is 12. If the retained firefighters were also used to crew a water tanker at any time, the retained establishment would be 15.

4.12.7 If retained firefighters are not required to crew all the appliances available when the permanent firefighters are not on duty, the retained establishment is limited to only those appliances they are required to crew.

4.12.8 When retained firefighters are used to crew appliances additional to appliances crewed by permanent firefighters, the retained establishment is based on the crews required only for those appliances, with one appliance crewed by retained firefighters designated as their primary appliance and the others treated as additional appliances. For example, where permanent firefighters crew a pump on the 10/14 roster, and retained firefighters crew a water tanker, the standard retained establishment is 6.

4.12.9 Approved numbers are maintained in the Establishment List permanently displayed on the Intranet.

4.12.10 The establishment may be varied only in exceptional circumstances by either the Commissioner, Deputy Commissioner, Director Regional Operations or Director Metropolitan Operations only. A submission to any of these officers recommending an increase or decrease in establishment must show justification for the variation of staffing resources in the brigade and must show evidence of Council support for the variation. Proposed increases which have special implications or significant funding issues must be referred to the Commissioner.

4.12.11 A supernumerary appointment may be approved where an increase in the actual number of staff is required to address an emergency situation or a temporary shortfall in resources, or to accommodate the transfer of a retained firefighter. The number of supernumeraries must not exceed two per brigade, except in exceptional circumstances which must be detailed in a report. Where supernumeraries have been approved the staffing situation is to be reviewed every 6 months.

4.12.12 Only the Commissioner, Deputy Commissioner, Director Regional Operations or Director Metropolitan Operations may approve the employment of supernumerary retained firefighters above establishment.

4.12.13 A retained firefighter appointed to meet a temporary increase may be retained on strength as a supernumerary (ie above the number of establishment positions) until a vacancy arises, at which time the supernumerary is automatically appointed to the establishment position.

4.12.14 Where a retained firefighter wishes to transfer to another brigade and there is no vacancy in the brigade to which the person wishes to transfer, the terms and conditions of subclause 12.12 shall apply. In these circumstances, the brigade may be permitted to operate with a maximum of two supernumeraries until establishment positions fall vacant, at which time the approval for supernumeraries is withdrawn. Approval to appoint one or two supernumeraries is not to be taken as an approval to increase the establishment.

4.13 Captains and Deputy Captains in fire stations where the standard roster operates

 14.13.1 The Department shall appoint a Captain and a Deputy Captain at mixed crew fire stations where the Standard Roster operates and the station has two or more appliances.

4.14 Retained firefighter response coverage and crewing levels

 It is important for Fire and Rescue NSW to ensure arrival of the first appliance at an emergency scene as soon as possible. Some fire districts with more than one fire station may have increased response coverage. This can be valuable in providing a surge capacity during major incidents and on days of Extreme fire danger. However, supplementing crewing through overtime and other means at all times at a small number of identified retained fire stations listed in subclause 4.14.7, and on Bravo pumpers, is considered unnecessary in terms of day-to-day response coverage and risk management.

4.14.1 It is the duty of the Station Commander of a brigade to ensure that sufficient retained staff will be available at all times to ensure that a safe and effective minimum crew of four firefighters will respond to calls.

4.14.2 Where it is known that four retained firefighters from the station are available to answer a call then the pumper may respond upon achieving a minimum crew of two. However, stations responding in this way must not engage in offensive firefighting operations at a structure fire or hazmat incident, or commit personnel in SCBA, before at least four firefighters have arrived on scene.

4.14.3 Retained brigades that are not listed in subclause 4.14.7 must maintain a safe and effective minimum crew of four firefighters for the station pumper at all times. Ancillary appliances such as water tankers (other than rescue or hazmat tankers, which must have a minimum crew of two available at all times) and additional pumpers at the station may be staffed if sufficient firefighters are available. However it is not necessary to staff such retained ancillary appliances at all times, subject to a risk assessment being undertaken.

4.14.4 Where insufficient staff are available, the following actions will be taken provided that the use of firefighters from other stations does not compromise safe and effective minimum staffing at those other stations:

4.14.4.1 The officer in charge shall immediately advise the ComCen, Duty Commander and Zone Commander, so that alternative response arrangements can be made while the steps set out at subclauses 4.14.4.2 to 4.14.4.7 are taken to restore safe and effective minimum crewing levels at the station.

4.14.4.2 The officer in charge shall notify all retained firefighters attached to the station to advise of the staffing deficiency in an attempt to manage the situation locally.

4.14.4.3 In the event that sufficient retained staff cannot be raised through subclause 4.14.4.2, the Duty Commander or Zone Commander shall identify whether surplus retained firefighters from an adjoining station, or retained firefighters from other Brigades working in the station area, are able and willing to respond with that station.

4.14.4.4 In the event that sufficient retained firefighters cannot be raised through subclause 4.14.4.3, the Duty Commander or Zone Commander shall direct any surplus on-duty permanent staff at nearby stations to work at the station on out-duty or stand by.

4.14.4.5 In the event that sufficient permanent staff cannot be raised through subclause 4.14.4.4, the Duty Commander or Zone Commander shall identify the potential to move-up a retained Bravo appliance and crew from another fire station.

4.14.4.6 In the event that a risk assessment precludes the use of a move-up through subclause 4.14.4.5, the Duty Commander or Zone Commander shall arrange for the recall of off-duty permanent staff attached to base stations within 60 kilometres of the station in question.

4.14.4.7 In the event that sufficient permanent staff cannot be raised through subclause 4.14.4.6, the Duty Commander or Zone Commander shall arrange for surplus retained firefighters from another station or stations to stand-by at that station.

4.14.5 Retained firefighters who agree to respond with another brigade as provided for by subclause 4.14.4.3 shall not be disadvantaged for doing so. In the event that a firefighter’s own brigade attends more calls than the alternative brigade, then the firefighter shall be recognised (both in terms of pay and attendances) as having responded with their own brigade.

4.14.6 Retained brigades in the identified locations where unavailability will not affect response times in the fire district (refer to list) will not automatically require crew supplementation except when a Total Fire Ban has been declared, there is a major incident in progress at which their station may be required, or other operational reasons determined by the Area Commander.

4.14.7 Should retained firefighter availability drop below four at the stations listed in this subclause, the ComCen is to be notified and, while appliances will be taken off-line temporarily until full crewing from within the station complement is again available, pagers will continue to be activated. Retained firefighters who respond to the station in response to a call when insufficient crew is available must not take the appliance, but may attend the incident to assist other attending brigades in their private vehicles.

Statewide: all Bravo pumpers

Sydney: 48 Mortdale, 79 Ingleburn, 66 Rhodes, 72 Merrylands, 83 Riverstone

Newcastle and

Central Coast: 252 Carrington, 357 Lambton, 376 Merewether, 404 New Lambton,

 484 Wallsend, 460 The Entrance

Illawarra: 210 Balgownie, 258 Coledale, 269 Corrimal, 461 Thirroul

Lower Hunter: 202 Abermain \*, 220 Bellbird, 344 Kearsley, 349 Kurri Kurri \*, 382 Morpeth, 455 Telarah, 497 Weston \*, provided that a safe and effective minimum crew of four firefighters shall be maintained at no less than one of the three stations marked with an asterix (\*) at all times.

Other areas: 361 Leura, 514 Tweed River, 284 Delroy, 206 Albury North, 209Albury Civic, 480 Wagga Wagga, 239 Broken Hill South, 508 West Tamworth, 105 Kelso, 307 South Grafton, 364 Lithgow West

4.16 Providing assistance whilst off duty

4.16.1 In accepting or requesting the assistance of an off duty firefighter, an Incident Controller makes the Department liable for the actions of that firefighter. Before a firefighter assists at an incident while off duty, the firefighter and the Incident Controller of the incident shall consider the occupational health and safety implications of the firefighter’s participation. Factors to consider include:

4.16.1.1 the risk to the firefighter and the other members of the team;

4.16.1.2 the availability of protective clothing and equipment; and

4.16.1.3 the training and capability of the firefighter.

4.16.2 When a firefighter off duty voluntarily offers to assist the Incident Controller at an incident where FRNSW is in attendance, and the Incident Controller accepts the assistance, a permanent firefighter shall be credited with consolidated leave for the number of hours engaged in fire fighting operations. A retained firefighter shall be paid for authorised duties under Clause 6.6 of the Retained Firefighting Staff Award or, if on leave, can apply instead for a recredit of leave.

4.16.3 When a firefighter is off duty, and their services are requested by the Incident Controller at an incident where FRNSW is in attendance, and the firefighter agrees to assist, a permanent firefighter shall be paid overtime at the rates given in the Permanent Firefighting Staff Award. A retained firefighter shall be paid for authorised duties under Clause 6.6 of the Retained Firefighting Staff Award or, if on leave, can apply instead for a recredit of leave.

4.16.4 A firefighter off duty who voluntarily assists at an emergency incident where FRNSW is not in attendance is acting as a civilian. The Department is not liable for their actions. If injured at such an incident, firefighters cannot assume that they will be covered for workers’ compensation; but they may submit an application for compensation along with proof of the occurrence of the incident and their attendance. Where possible, the proof should be provided by a Police or Ambulance Officer or other responsible person in attendance. The claim will be considered by the Commissioner and, subject to his satisfaction, by the Department’s insurers.

4.17 Staffing of water tankers

4.17.1 FRNSW water tankers are positioned at strategic locations throughout NSW as secondary response appliances, primarily to assist pumpers to deal with bush and grass fires. Water tankers complement urban pumpers with capabilities including additional water-carrying capacity, off-road capability, and specialised bushfire fighting equipment.

4.17.2 The minimum authorised crewing level for water tankers, including rescue and hazmat tankers, is two firefighters.

4.17.3 Water tankers permanently attached to fire stations are ordinarily crewed by retained firefighters. During major bushfires or Total Fire Bans, reserve fleet tankers may be staffed by permanent firefighters.

4.17.4 When sufficient crewing is available, water tankers can also be used to respond in support of (but not in lieu of) pumpers to incidents other than bush or grass fires.

4.17.5 A safe and effective minimum crew of two must be maintained at all times for designated rescue and hazmat tankers.

4.17.6 The Zone Commander must also ensure that minimum water tanker crewing is maintained whenever:

4.17.16.1 Total Fire Ban is declared for the area in which the tanker is located,

4.17.6.2 a major bushfire is burning within or adjoining the station area,

4.17.6.3 in areas where there are no back up stations, the station’s pumper and crew are deployed at a protracted (two hours or more) or distant incident, or

4.17.6.4 required by the Area Commander on the basis of a local risk assessment.

4.17.7 In any situation where insufficient staff are available to crew a water tanker and a crew is required as indicated in 4.17.6.1 to 4.17.6.4 above, the following process must be followed:

4.17.7.1 The Station Commander must immediately notify the ComCen, Duty Commander and Zone Commander, so that alternative response arrangements can be made while steps 4.17.7.2 to 4.17.7.6 below are taken.

4.17.7.2 The Station Commander must try to achieve a minimum crew by notifying all retained firefighters attached to the station of the need to crew the tanker.

4.17.7.3 If sufficient retained staff cannot be raised through step 4.17.7.2, the Duty Commander or Zone Commander will identify whether there are surplus retained firefighters from an adjoining brigade, or retained firefighters from other brigades working in the station area who are suitably qualified, able and willing to respond with that brigade.

4.17.7.4 If sufficient retained staff cannot be raised through step 4.17.7.3, the Duty Commander or Zone Commander will direct any surplus and suitably qualified on-duty permanent staff at nearby stations to work at the station on out-duty or stand by.

4.17.7.5 If sufficient permanent staff cannot be raised through step 4.17.7.4, the Duty Commander or Zone Commander will arrange for the recall of suitably qualified off-duty permanent staff attached to base stations within 60 kilometres of the station in question.

4.17.7.6 If sufficient permanent staff cannot be raised through step 4.17.7.5, the Duty Commander or Zone Commander will arrange for surplus and suitably qualified retained firefighters from another brigade or brigades to stand-by at that station.

4.17.8 Retained firefighters who agree to respond with another brigade at step 4.17.7.3 will not be disadvantaged for doing so. If the firefighter’s own brigade attends more calls than the other brigade, the firefighter will be deemed in terms of both pay and attendances to have responded with their own brigade.

4.17.9 When retained firefighter shortages do lead to the use of other retained firefighters on stand-by, or permanent firefighters on recall, then safe and effective minimum water tanker staffing will usually need only be maintained during daylight hours, and such firefighters will generally not be deployed until 1200 hours or later depending on local conditions.

4.17.10 Immediately sufficient retained staff become available, staff engaged as detailed in steps 4.17.7.5 and 4.17.7.6 above are to be dismissed, and any out-duty personnel returned to their base station.

4.18 Medical examination

 The Department will reimburse applicants for retained employment the actual cost of any medical examination required by the Department. A miscellaneous voucher for the amount as well as evidence of cost is to be submitted with the file on the application for appointment as a Retained Firefighter.

4.19 Retained authorised duties

4.19.1 Stations shall receive a monthly allocation of hours for the performance of authorised duties and attendance at meetings as listed:

|  |  |  |
| --- | --- | --- |
| 0-100 fire calls per year =  | Station duties 26 hours per monthOther duties14 hours per monthTotal40 hours per month  | + 6 hours per month for the position of Engine Keeper per majoroperational vehicle (1½ hours per week for Pumpers, etc) + 4 hours per month (1 hour per week) for Rescue/Hazmat vans. |
| 100-200 fire calls per year =  | Station duties26 hours per monthOther duties19 hours per monthTotal45 hours per month  | + 6 hours per month for the position of Engine Keeper per majoroperational vehicle (1½ hours per week for Pumpers, etc) + 4 hours per month (1 hour per week) for Rescue/Hazmat vans. |
| 200+ fire calls per year = | Station duties26 hours per monthOther duties24 hours per monthTotal50 hours per month | + 6 hours per month for the position of Engine Keeper per majoroperational vehicle (1½ hours per week for Pumpers, etc) + 4 hours per month (1 hour per week) for Rescue/Hazmat vans. |

4.19.2 Attendance at open days and local shows shall fall outside the allocated hours listed and shall be on the basis of approved time for the activity. For example on open days the approved time is 4 hours per firefighter with a maximum allowance of 16 hours per station (ie four personnel).

4.19.3 Training and station drills shall not be counted in the quota of hours allocated. Unused allocation of hours shall not be accumulated. A Captain or in their absence, a Deputy Captain, shall be responsible for the allocation of authorised duties. Such duties shall be allocated in an equitable and efficient manner amongst all interested staff.

4.20 J/Z relieving staff

4.20.1 The parties agree that it is beneficial to have a component of personnel within the Department’s operational establishment to relieve staff on various forms of leave. Subject to subclause 4.20.2, the parties further agree that the relieving staff numbers shall be determined by the number of staff in a given fire district and each reliever will be attached to one of the platoons worked in that fire district and shall relieve on that platoon only.

4.20.2 It is accepted by both parties that relieving staff attached to fire stations in the GSA, Newcastle, Wollongong and the Central Coast (unless agreed otherwise) will work in accordance with the pattern of relieving as outlined in subclause 4.20.1 and that the patterns in subclause 4.20.1 constitute normal relieving arrangements.

4.20.3 In the context of subclauses 4.20.1 and 4.20.2, the parties jointly acknowledge that in the exceptional circumstances of nominated specialised work locations (eg. Operational Communications) and country centres it may be necessary to make provision for relieving arrangements outside of those normally contemplated in subclauses 4.20.1 and 4.20.2. In such special circumstances the parties agree that designated relievers may be required to work on more than one platoon for relieving purposes. Relieving personnel working across two platoons will be identified as J Relievers and relieving personnel working across four platoons will be identified as Z relievers.

4.20.4 The table set out here below represents the extent of the J & Z relieving personnel within Fire and Rescue NSW and shall not be varied or added to without the agreement of both parties.

|  |  |  |  |
| --- | --- | --- | --- |
| Station | Relieving Stations | Base Station | Rank |
| 882 | MN1 & MN2  | 260 | 1 x Insp Z Reliever |
| 373 | East Maitland\* | 373 | 1 x Station Officer Z Reliever |
| 254 | Cessnock |  |  |
| 374 | Maitland |  |  |
| 373 | East Maitland | 373 | 2 x FF J Relievers |
| 424 | Port Macquarie | 424 | 2 x FF J Reliever |
| 468 | Tweed Heads | 468 | 1 x SO Z Reliever |
| 362 | Lismore |  |  |
| 316 | Goonellabah |  |  |
| 468 | Tweed Heads | 468 | 2 x FF J Relievers |
| 362 | Lismore | 362 | 1 x FF J Reliever |
| 292 | Doyalson | 292 | 1 x FF J Reliever |
| 341 | Kariong | 341 | 1 x FF J Reliever |
|  |  |  | 1 x SO J Reliever |
| 886 | MS1 | 503 | 1 x Insp Z Reliever |
| 472 | Turvey Park | 472 | 1 x SO Z Reliever |
| 203 | Albury Central |  |  |
| 405 | Nowra | 405 | 1 x FF J Reliever |
| 428 | Queanbeyan | 428 | 1 x FF J Reliever |
| 452 | Tamworth | 452 | 1 x SO J Reliever |
| 205 | Armidale |  |   |
| 302 | Glen Innes |  |   |
| 331 | Inverell |  |   |
| 381 | Moree (Addition) |  |   |
| 452 | Tamworth | 452 | 1 x FF J Reliever |
| 216 | Bathurst | 216 | 1 x FF J Reliever |
| 343 | Katoomba | 343 | 1 x SO Z Reliever |
| 343 | Katoomba | 343 | 2 x FF J Reliever |
| 280 | Dubbo | 280 | 1 x SO Z Reliever |
| 280 | Dubbo | 343 | 2 x FF J Relievers |
| Station | Relieving Stations | Base Station | Rank |
| 412 | Orange | 412 | 1 x SO Z Reliever |
| 412 | Orange | 412 | 2 x FF J Relievers |
| 238 | Broken Hill | 238 | 2 x FF J Relievers |
| 859 | FIRU | 859 | Level 3 x 1 Z Reliever |
| 801 | Comms - Alexandria | 801, MOC, MFCO | 2 x Insp J Relievers |
| 803 | Comms - Newcastle | 803 | 1 x SO Z Reliever |

4.20.5 J/Z relieving staff will be provided with notice of future working patterns by way of a roster scheduled at least 64 weeks in advance. Such staff will be rostered to work on one platoon for a minimum period of 28 days prior to changing platoons under the roster. The roster will specify both the platoon and location to which the firefighter will be assigned.

4.20.6 Departures may be made from the roster provided at subclause 4.20.5, giving 8 days notice, when arrangements need to be made to cover unexpected changes to annual leave and long service leave arrangements at the stations specified as being covered for each position in Annexure A. Under such circumstances, the minimum period that such relievers can serve on any one platoon is 8 days.

4.20.7 Where a firefighter on a J/Z relieving roster is required to depart from their roster (ie. work at a different location or on a different platoon to that indicated in the roster for that firefighter), he/she shall be paid a 25% loading on the relieving allowance prescribed in the *Crown Employees’ (Fire and Rescue NSW Permanent Firefighting Staff) Award 2011* for the period of the departure from that roster.

4.21 Filling permanent firefighter vacancies at country stations

 In the event that insufficient applications are received from permanent firefighters for any permanent firefighter position within the Regional Operations Directorate, permanent employment will be offered in the first instance to retained firefighters employed within the Fire District of the station in question. Provided that any retained firefighter in this situation will be required to fulfill all of the existing requirements for entry into the permanent fire brigade, and to undertake the Department’s permanent recruitment training in order to gain permanent firefighter employment at that station.

4.22 Maintenance of safe and effective minimum crewing on permanent appliances

4.22.1 Subject to subclauses 4.22.2, 4.22.3 and 4.22.4, the Department shall take all steps necessary to ensure that there is a safe and effective minimum crew of not less than four permanent firefighters present and available at all times at each fire station for which a roster is in operation pursuant Clause 8 of the Permanent Firefighting Staff Award and, to avoid doubt, for each pumper located at City of Sydney Fire Station.

4.22.2 The Department shall take all steps necessary to ensure that there is a crew of not less than two additional and suitably qualified permanent firefighters present and available at all times for the CO2 appliance located at Pyrmont Fire Station and for each specialist appliance located at each fire station for which a qualification allowance is payable pursuant to subclause 6.6.3, 6.6.5 and 6.6.11 of the Permanent Firefighting Staff Award.

4.22.3 In the event that sufficient permanent firefighters cannot be raised through the use of relievers, out duties or the recall of permanent firefighters on overtime pursuant to subclause 4.9, the Department shall then take all steps necessary to ensure that the required minimum staffing is maintained as soon as possible through the use of retained firefighters on stand by pursuant to subclause 6.7 of the Retained Firefighting Staff Award.

4.22.4 The minimum permanent staffing requirements of subclause 4.22.1 shall not apply at fire stations with only a single Country Station Officer attached.

4.23 Retained response protocols

4.23.1 The Department shall activate the pagers or otherwise notify each and every retained firefighter who is attached to a fire brigade which is required to respond to an incident, whereupon such firefighters shall be entitled to payment pursuant to subclause 6.5 of the Retained Firefighting Staff Award.

4.23.2 To avoid doubt, a retained firefighter who attends more than one call within a one hour period shall, provided that they have already signed off in the station’s occurrence book for the previous call, be entitled to a minimum payment of one hour for each such call pursuant to subclause 6.5.2.1 of the Retained Firefighting Staff Award.

4.23.3 To avoid doubt, the reference made to consultation and decisions regarding Clause 6 (Rates of Pay and Allowances) of the Retained Firefighting Staff Award shall include decisions to alter the response protocols for any fire brigade with retained firefighters attached, which will be subject to the consultation, notification and determination procedures of Clause 27 of the Retained Firefighting Staff Award.

**5. Hours of Work and Leave**

5.1 Job share arrangements for permanent firefighters

 A permanent firefighter with carers’ responsibilities in relation to a class of person set out in subclause 28.1.3.2 of the Permanent Firefighting Staff Award may enter into a job sharing arrangement, on the following basis:

5.1.1 Both applicant and alternate must be of the same rank, ie both Firefighters or both Station Officers.

5.1.2 It is the responsibility of the applicant to seek the alternate firefighter.

5.1.3 The job share must be attached to and in accordance with a roster specified in the Award.

5.1.4 The job share roster must follow a repeating pattern.

5.1.5 The job share arrangements must make up a full time roster, but not exceed a full time roster.

5.1.6 Leave and accruals shall be on a pro-rata basis.

5.1.7 Applicant and alternate shall both be placed on the same annual leave group.

5.1.8 Either party can exit the agreement and return to full time work and, where possible, to their original location, provided they give one month’s notice.

5.1.9 The remaining party shall be granted an additional six weeks, after the one month notice, to find a replacement.

5.1.10 Subsequent to that period, the remaining party shall have the option to revert to the Part Time roster or a full roster or may apply for a further extension if extenuating circumstances exist.

5.2 Part Time Roster

 A permanent firefighter with carers’ responsibilities in relation to a class of person set out in subclause 28.1.3.2 of the Permanent Firefighting Staff Award may elect to work on a part time roster as a Relieving Employee on the following basis:

5.2.1 The Part Time Roster is based on two platoons over a two week cycle, which shall work as follows:

K Platoon

|  |  |  |
| --- | --- | --- |
| Week 1 | Saturday | 0800 - 1800 hrs |
|  | Sunday | 0800 - 1800 hrs |
|  |  |  |
| Week 2  | Friday  | 1800 - 0800 hrs |
|  | Saturday | 1800 - 0800 hrs |

L Platoon

|  |  |  |
| --- | --- | --- |
| Week 1 | Friday | 1800 - 0800 hrs |
|  | Saturday | 1800 - 0800 hrs |
|  |  |  |
| Week 2  | Saturday  | 0800 - 1800 hrs |
|  | Sunday  | 0800 - 1800 hrs |

5.2.2 Leave and accruals shall be on a pro-rata basis.

5.2.3 Any firefighter working the Part Time Roster may elect to return to their previous full time roster at any time provided such firefighter gives 28 days notice.

5.3 Change of shift procedure

5.3.1 The co-ordination of all spare relief personnel shall fall within the responsibility of the Response Co-ordinator, Sydney Communication Centre, who will be directly responsible to the Assistant Director Operational Personnel in this regard. The Response Co-ordinator will be responsible to oversight the movement of spare relief staff across Zones in the Greater Sydney, Newcastle and Wollongong areas.

5.3.2 When determining the movement of personnel, Duty Commanders and the Response Co-ordinator are to employ the most practical and cost efficient method of replacements. The Assistant Director Operational Personnel is available at the change of shift to assist in making decisions regarding the movement of personnel if required.

5.3.3 All Regional Duty Commanders are to notify the Response Co-ordinator, Sydney Communication Centre as soon as practicable regarding the following:

5.3.3.1 The disposition of all relieving officers in their Region.

5.3.3.2 The availability of spare relieving firefighters in their Region.

5.3.3.3 All overtime incurred within their Regions with the exception of overtime incurred as a result of any late fire calls.

5.3.4 To ensure the most effective utilisation of personnel, the following procedures will apply in the event of staff shortages occurring.

Duty Commanders

5.3.4.1 All known short term absences will be communicated to the Response Co-ordinator.

5.3.4.2 At the change of shift, the recall Duty Commanders are to contact the Response Co-ordinator who will direct them to report for duty as required.

5.3.4.3 The Response Co-ordinator will be responsible for maintaining and monitoring a recall system for Duty Commanders on a Platoon basis.

5.3.4.5 The Recall Roster will include all Inspectors in the Greater Sydney area working the Standard Roster viz:

Duty Commanders

Fire Investigation and Research Officers

Response Coordinators

5.3.4.6 To allow an even distribution of overtime for Inspectors, the Response Co-ordinator will record all overtime worked in specialist areas but not short time overtime such as late fires etc.

5.3.4.7 Should a spare Inspectors be available, the Response Coordinator will liaise with the Assistant Director Operational Personnel for the allocation of duties.

5.3.4.8 Duty Commanders in Newcastle and Wollongong are to maintain a recall roster in those areas.

5.3.4.9 If for any reason Inspectors are unavailable for recall and the Roster cannot be maintained, the Response Coordinator is to be advised.

5.3.4.10 The Response Coordinator will make alternate arrangements to have Inspectors from the Greater Sydney Area available for recall in those areas.

Station Commanders

Short term vacancies with prior notice

5.3.4.11 All known short term shortages of Station Officers will be communicated to the Duty Commander as soon as practicable.

5.3.4.12 If a spare Relieving Station Officer is available within a region, the Duty Commander will direct that Officer to fill the vacancy prior to commencement of the shift.

5.3.4.13 If no spare Relieving Station Officer is available within a Region, the Duty Commander is to liaise with the Response Coordinator with regard to the availability of spare Station Officers. If a spare Station Officer is available, the Response Coordinator will direct that Officer to fill the vacancy prior to the commencement of the shift.

5.3.4.14 If no spare Officers are available, the Duty Commander is to fill the vacancy by acting up a Senior Firefighter (Qualified) in accordance with the agreement on acting up procedures.

5.3.4.15 If no Senior Firefighter (Qualified) is available to act up to the position of Station Officer, the vacancy is to be filled with a Station Officer from the Recall Roster.

Short term vacancies without prior notice

5.3.4.16 When a shortage of Station Officers occurs without prior notice, the Duty Commander is to direct a spare Station Officer (if available) from within the Region to fill the vacancy.

5.3.4.17 If no spare Station Officer is available from within a Region, the Duty Commander is to liaise with the response Coordinator as to the availability of spare Station Officers. Should a spare Station Officer be available, the Response Coordinator will direct that Officer to fill the vacancy.

5.3.4.18 If there are no spare officers available, the Duty Commander is to fill the vacancy by acting up a Senior Firefighter (Qualified) in accordance with the Agreement on acting up procedures.

5.3.4.19 If there are no Senior Firefighters (Qualified) available to act up to Station Officer, the vacancy is to be filled by a Station Officer from the Recall Roster.

Firefighters

5.3.4.20 Where a Firefighter shortage exists for any reason and all Relieving Firefighters have been utilised within a Region, the Duty Commander is to liaise with the Response Coordinator with regard to the availability of spare Relieving Firefighters from adjoining Regions.

5.3.4.21 If a spare Relieving Firefighter is available, the Response Coordinator will direct the Relieving Firefighter to fill the vacancy.

5.3.4.22 If there are no spare Relieving Firefighters available, the Duty Commander is to fill the vacancy by out-duty in accordance with the Agreement on out-duties.

5.3.4.23 If no out-duties can be worked, the Duty Commander is to fill the vacancy with a Firefighter from the Recall Roster.

5.4 Conversion of Annual Leave to Consolidated Leave

5.4.1 The provisions of this clause shall apply to permanent firefighters working the Standard 10/14, Back to Back or Special Roster who are not in Operational Support positions, and firefighters in Level 1 to 3 Operational Support positions classified as Category A. It shall not apply to executive officers or employees in Level 1 to 3 Operational Support positions classified as Category B or C.

 Standard 10/14 roster

5.4.1.1 Firefighters on the Standard 10/14 roster may convert that part of their annual leave not part of a full set of shifts to consolidated leave to a maximum of 48 hours per 64 week cycle.

5.4.1.2 If the last rostered shift before commencing annual leave is a Thursday, the firefighter may report for duty on the following Friday and Saturday night shifts in lieu of commencing annual leave.

5.4.1.3 If the first rostered shift when returning from annual leave is a Friday night, the firefighter may report for duty on the preceding Wednesday and Thursday day shifts in lieu of continuing on annual leave.

 Back to Back roster

5.4.1.4 Firefighters on the Back to Back roster may convert that part of their annual leave not part of a full set of shifts to consolidated leave to a maximum of 48 hours per 64 week cycle.

5.4.1.5 If the last rostered shift before commencing annual leave is a Thursday, the firefighter may report for duty on the following Friday and Saturday in lieu of commencing annual leave.

5.4.1.6 If the first rostered shift when returning from annual leave is a Friday, the firefighter may report for duty on the preceding Wednesday and Thursday in lieu of continuing on annual leave.

 Special roster

5.4.1.7 Firefighters on the Special Roster may convert the first three days of their annual leave to consolidated leave to a maximum of 50 hours per 64 week cycle.

5.4.1.8 Firefighters may report for duty for the first three rostered shifts of annual leave (ie Friday, Monday and Tuesday) in lieu of commencing annual leave.

5.4.2 The conversion of any annual leave shall be voluntary.

5.4.3 Any period of annual leave must be continuous.

5.4.4 Consolidated leave shall be granted on a 1 for 1 basis (ie 1 hour of foregone annual leave = 1 hour of consolidated leave granted).

5.4.5 Consolidated leave shall only be granted for time on duty.

5.4.6 Consolidated leave shall only be granted for the rostered working hours of annual leave foregone.

5.4.7 Firefighters on mutual change of annual leave may elect to convert annual leave to consolidated leave provided that a maximum of 48 hours is converted in 64 weeks.

5.4.8 The conversion of any annual leave shall be subject to formal application made in writing with at least two calendar weeks notice.

5.5 Recrediting of Annual or Long Service Leave if sick

Where a permanent firefighter who is eligible for sick leave produces a satisfactory medical certificate to the effect that he or she has been incapacitated for a period of five days or more while on annual or long service leave, he or she shall be recredited with an assessed equivalent period of annual or long service leave, providing as follows:

5.5.1 The firefighter shall apply in writing to their Duty or Zone Commander indicating the circumstances on the first day of his or her return to work. Applications must be supported by a medical certificate dated on the first day of the period for which recredit is sought.

5.5.2 Recredited leave shall be ascertained by referring to the firefighter’s work roster position as if he or she had in fact been working in accordance with the normal work roster; recrediting annual/long service leave accordingly and debiting sick leave a similar number of hours.

5.5.3 Recredited annual leave must be taken as one period of leave (ie not split) within the next three pay periods of returning to duty.

5.5.4 Any applications for recredited annual leave must include the dates on which the leave is to be taken.

5.5.5 Leave not taken in accordance with subclauses 22.8.3 or 22.8.4 of the Crown Employees (Fire and Rescue NSW Firefighting Staff) Award 2011 shall be taken at a time as may be directed by the Commissioner.

5.5.6 Recredited long service leave shall be taken at any time, subject to application and approval, having regard to the exigencies of the Department.

5.6 Recognition of prior retained employment

5.6.1 Employees who resign from the retained firefighter ranks to take up immediate duty as an employee in one of the classifications covered by the Permanent Firefighting Staff Award shall be deemed to have had continuous service when determining long service leave entitlements. To avoid doubt, the period from the date of commencement as a retained firefighter to the current date of employment shall be used to assess if ten (10) or more years service has been attained*.*

5.6.2 The amount of paid long service leave available to an employee who has a combined retained and permanent service is determined by converting the retained service to a full time equivalent and adding this to the portion of service as permanent firefighter.

5.6.3 Retained service shall be converted into a full time equivalent by multiplying the former retained firefighter’s part-time hours by the full time entitlement for long service leave in days for the period of retained service and then dividing the result by 38. For example, the long service leave entitlement for a firefighter with 5 years service as a retained firefighter and five years service as a permanent firefighter would be calculated as follows:

 P/T hours per week x 30 (calendar days for 5 years service)

 38 (F/T hours equivalent per week)

5.6.4 For the purposes of subclause 5.6.3, the part time hours per week shall be the average number of hours actually worked over the final 12 months of service as a retained firefighter.

5.7 Remote area travelling allowance

5.7.1 A permanent firefighter working in a remote area may be reimbursed through the payment of an allowance for the costs of travelling in excess of 480 kilometres from the remote area for the purpose of having a holiday, and similarly, back to the remote area after the holiday.

5.7.2 A remote area for the purposes of this allowance means the towns or localities of Booligal, Ivanhoe, Carowa Tank, Mossgiel, Maude, Wanaaring, Oxley and Yantabulla; and any other area of the State that is situated to the west of the 144th meridian of longitude”. This entitlement currently applies only to permanent firefighters at the stations of Broken Hill and Moree.

5.7.3 Allowances under this clause are not to be claimed more frequently than twice in any period of twelve months. Firefighters can claim the allowance by completing and signing the required form and providing supporting documentation, including receipts or a statutory declaration.

5.7.4 The allowance is a taxable fringe benefit, which is free of income tax in the hands of the firefighter.

5.7.5 Firefighters who travel on recreation leave by their own vehicle can be reimbursed by payment of the specified journey rate allowance, outlined below, for a maximum of 2,850 kilometres less $45.25.

5.7.6 Firefighters choosing to travel other than by private vehicle are to be reimbursed for the cost of reasonable expenses, including overnight accommodation, in excess of $45.25, and:

5.7.6.1 up to $303.00 for firefighters with dependants, or

5.7.6.2 up to $149.65 for firefighters without dependants.

5.7.6.3 These expenses may include the cost of overnight accommodation for the firefighters and their dependants but is not to include payment for taxi fares or meals.

5.7.7 When rail travel is involved at a cost in excess of $45.25, the firefighter may be provided with the rail fare for the forward and return journey. The payment of the rail fare is subject to the firefighter authorising a deduction from their next salary payment of $45.25.

5.7.8 If a firefighter is obliged to obtain overnight accommodation when travelling to and from the recreation destination, an additional allowance is payable at the rate of $2.50 for the firefighter, spouse and each dependent child with the following conditions:

5.7.8.1 When the firefighter is travelling by their own vehicle, with departmental approval, the allowance is payable for only two nights on each of the forward and return journeys.

5.7.8.2 When the firefighter is travelling by other means than their own vehicle the allowance is payable on one night only on each of the forward and return journeys.

5.7.8.3 No payment is to be made for accommodation costs unless the firefighter travels at least 480 kilometres by the nearest practicable route from the place where the firefighter is based.

5.7.8.4 The allowance for accommodation costs is payable as appropriate whether or not the firefighter actually expends any money on overnight accommodation. It is also payable if the firefighter camps or uses a caravan.

5.7.9 A firefighter, who at the date of commencement with FRNSW was resident in the defined area (ie currently Broken Hill or Moree), would only be entitled to receive this allowance after three years service with FRNSW as a whole. Service includes service as a retained firefighter.

5.7.10 A firefighter, who at the date of commencement with FRNSW was not resident in the defined area (ie currently Broken Hill or Moree), would be entitled to receive the allowance regardless of their period of service.

5.7.11 The amounts in this clause shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures).

5.8 Long service leave quotas

 A maximum of thirty firefighters, twenty Station Officers and five Inspectors may be absent on long service leave at any one time.

5.9 Long service leave in peak periods

5.9.1 Applications from permanent firefighters for long service leave outside the periods listed in subclause 5.9.2 shall be processed on a first in first approved basis.

5.9.2 Applications from Firefighters, Station Officers and Inspectors for the periods listed below shall be called for annually in October of the preceding year and shall remain open for six weeks:

5.9.2.1 Easter and Christmas; and

5.9.2.2 all NSW school holidays; and

5.9.2.3 special events such as the World Firefighter Games.

5.9.3 Where the number of applications for any of the periods listed in subclause 5.9.2 exceeds the designated quota, a ballot shall be conducted to determine the successful applicants. All ballots shall be supervised by a Union official nominated by the State Secretary of the Union.

5.9.4 Where a ballot is necessary it shall extend to applicants up to the level of the quota plus a reserve list of applicants in excess of the quota. Where a firefighter has been successful in the ballot and he/she subsequently withdraws his/her application, the next applicant from the reserve list for the relevant leave period shall be included in the quota.

5.9.5 The ballot system and the related six week application period for the periods listed in subclause 5.9.2 shall not apply to firefighters who are seeking “extended” periods of long service leave. For the purposes of this subclause, “extended” means any period in excess of two consecutive months on full pay or four consecutive months on half pay.

5.9.6 When the quotas are full, genuine emergency long service leave applications shall still be considered, and approval shall be at the discretion of the Department.

5.10 Recruit firefighter leave groups

 Recruit Firefighters will be allocated annual leave groups that fall between 40 and 48 weeks from their date of appointment to FRNSW to ensure that they have sufficient leave entitlements by the time the leave is taken.

5.11 Notification of sick leave absence

 A permanent firefighter who is going to be late for duty, or is unable to report for duty, must notify their supervisor, or arrange for their supervisor to be notified, as soon as possible prior to the start of shift. If prior notice is not possible, the firefighter must notify their supervisor by telephone at the first opportunity on the day of absence.

5.12 Dental certificates

 Employees may submit a dental certificate instead of a medical certificate for sick leave taken within 48 hours of any dental treatment. The certificate must clearly state the date and time before which the employee should not resume duty. If the employee is not fit for duty within 48 hours, the employee must provide a certificate from a registered medical practitioner to support the additional sick leave.

5.13 Suitable duties

5.13.1 For the purposes of this clause “suitable duties” means meaningful work provided to injured workers in accordance with their medical restrictions and agreed return to work plan.

5.13.2 Suitable duties may be undertaken at the employee’s station or, if agreed with the employee, an alternative station, zone office or other Department facility.

5.13.3 For retained firefighters, the normal number of hours of suitable duties available to the firefighter in each pay period will be the same as the total time the firefighter has spent at drills, attending incidents and undertaking authorised duties averaged over the previous 12 months, provided that at least two hours per week will be available to the firefighter.

5.13.4 Suitable duties performed by a retained firefighter shall not count towards a station’s monthly allocation of hours for the performance of authorised duties and attendance at meetings.

5.13.5 The duties that an injured employee may perform are dependent on the limitations that are contained in the employee’s WorkCover medical certificate and return to work plan. The duties that an employee who sustains an off-duty injury may perform are dependent on availability as well as the capabilities and restrictions contained in their medical certificate. Suitable duties include, but are not limited to:

5.13.5.1 attending to station duties, monitoring radios and completing the Occurrence Book and/or BART, during fire calls; and

5.13.5.2 participating in station drills or attending the station while drills are carried out; and

5.13.5.3 assisting with station duties including cleaning and maintaining equipment; and

5.13.5.4 participating in selection committees; and

5.13.5.5 assisting with the completion of pre-incident plans; and

5.13.5.6 participating in the preparation and delivery of community safety programs; and

5.13.5.7 undertaking other meaningful duties at the request of the Station, Duty or Zone Commander.

5.13.6 The actual duties performed shall be determined and monitored through consultation between the injured employee, the Union, nominated treating doctor, Department Return to Work Coordinator and line management.

5.14 Part change of shift

 Any two permanent firefighters wishing to enter into a full or part change of shift with each other may do so on the following basis:

5.14.1 Firefighters must be attached to the same station or adjoining stations in the same Zone, and have comparable qualifications.

5.14.2 Firefighters shall not be permitted to perform full or part changes of shift while on leave.

5.14.3 Applications for full or part change of shift must be made at least 24 hours in advance, and must state the number of hours and relevant times, the name of the firefighter seeking the change, the name of the proposed substitute firefighter, and the qualifications of both. The form must be signed by both the applicant and the substitute firefighter.

5.14.4 Applications for full or part change of shift shall only be accepted for a minimum of 4 hours to a maximum of one full shift, except as permitted in subclauses 5.14.5 and 5.14.6.

5.14.5 A lesser period of part change of shift may be arranged twice in each 8 week standard roster cycle. The minimum period shall be 1 hour.

5.14.6 Further periods of less than 4 hours part change of shift may be granted by the Zone Commander for special reasons.

5.14.7 Full or part change of shift shall be restricted to a maximum of 96 hours per calendar year. This shall not be cumulative.

5.14.8 Further periods may be granted by the Zone Commander for special reasons, including attendances at TAFE and other approved training courses.

5.14.9 Station Officers, the Station Officers at BA/Hazmat and the Supervisors at the Sydney Communication Centre may approve arrangements between firefighters in their area of responsibility.

5.14.10 Station Officers must consult with their Duty Commander or, in the country, the Zone Commander if any problems arise with change of shift arrangements.

5.14.11 Arrangements for part change of shift between officers must be approved by the relevant officer’s supervisor in the chain of command.

5.14.12 A firefighter on duty shall not be permitted to leave duty until properly relieved by the firefighter who has agreed to provide relief.

5.14.13 If there is a call of fire or any other emergency, no arrangement shall be made, or be expected to be made, to recall a firefighter to the station. Any inconvenience shall be borne by the firefighters concerned without redress.

5.14.14 If a firefighter has entered into an agreement to work a shift or part shift for another firefighter, and is unable to work that shift because of illness, injury or misadventure, the firefighter shall give the maximum possible notice to the relevant Station Officer or section manager of their inability to attend.

5.14.15 When firefighters have had a change of shift approved as provided for by this clause, and a firefighter fails to honour the agreement, the following action shall be taken:

5.14.15.1 The firefighter who was originally rostered on the shift shall have his or her wages reduced by the appropriate hours of the shift, or have consolidated leave reduced by the appropriate hours.

5.14.15.2 The firefighter who failed to report for duty on the agreed shift, and therefore did not honour his or her part of the agreement, shall be subject to discipline unless the firefighter shows good cause for not reporting for duty as agreed and for failing to give reasonable notice of their inability to report.

5.14.16 The Department may cancel a full or part change of shift to meet exigencies.

5.15 Leave without pay

5.15.1 Employees may apply for leave without pay, and any such applications shall be given consideration by the Department.

5.15.2 Leave without pay shall be recognised as service for the accrual of other forms of leave and for service purposes only as follows:

5.15.2.1 For Military service, Major interruptions to public transport, Workers Compensation - Annual Leave, Long Service Leave, Service for progression purposes

5.15.2.2 Authorised absences which when aggregated do not exceed five days in a period of twelve months - Annual Leave, Service for progression purposes

5.15.2.3 Sick leave without pay - Sick Leave accrual, Annual Leave, Long Service Leave (for officers with at least 10 years service where sick leave without pay does not exceed 6 months)

5.15.2.4 To accept positions with the United Nations or other major international organisations, any period of leave without pay prior to 13 December 1963, single periods of leave without pay not exceeding 6 months after 13 December 1963 for employees with at least 10 years service - Long Service Leave only

5.15.2.5 Representing Australia or New South Wales as an amateur in a major sport, Study leave - Service for progression purposes only

5.15.2.6 Study leave with financial assistance - Increments, Long Service Leave

5.15.2.7 Leave without pay in one sick leave year which when aggregated is less than a completed month - Sick leave accrual

5.15.3 Leave without pay shall not break the continuity of service.

5.16 Consolidated Leave

5.16.1 Except as provided for in 5.16.2, permanent firefighters must apply for consolidated leave at least 24 hours in advance.

5.16.2 In exceptional circumstances, the Operational Commander may grant leave on short notice if a replacement is available or a recall can be arranged.

5.16.3 Overtime required to cover consolidated leave should be arranged, wherever possible, ‘with prior notice’. Where this is not possible a ‘recall’ can be used.

5.16.4 If a firefighter who is on duty, knows in advance that he/she is to work overtime, or alternatively, is notified while on duty to work overtime, then such overtime is ‘with prior notice’ and is not a ‘recall’.

5.16.5 If a firefighter is notified when off duty to work overtime, and the firefighter either has to start work before the normal commencing time or alternatively, has to return to work, it is a ‘recall’.

5.16.6 Overtime incurred through the granting of consolidated leave must not exceed the hours of the leave taken.That is, for example, when a recall is involved, the number of hours consolidated leave which must be taken must equal the number of hours overtime which has to be paid to the firefighter providing the relief.

5.16.7 Station Commanders may approve firefighters taking consolidated leave after:

5.16.7.1 checking that the applicant has sufficient consolidated leave in credit, and

5.16.7.2 notifying the Operational Commander to ensure that a replacement is arranged.

5.16.8 Specialist sections must notify their supervisor in the chain of command.

5.16.9 Consolidated leave for officers must be approved by the officer’s supervisor in the chain of command.

5.16.10 If the applicant does not have sufficient consolidated leave in credit, the application will not be approved.

5.16.11 Consolidated leave may be taken in accordance with the following:

5.16.11.1 Late Start. By prior arrangement with an off-going shift member to work overtime, consolidated leave can be taken at the beginning of a shift, for:

5.16.11.1.1 a minimum of 1 hour and a maximum of 2 hours on day shift, or

5.16.11.1.2 a minimum of 1 hour and a maximum of 6 hours on night shift.

5.16.11.2 Early finish. By pre-arrangement with an on-coming shift member to work overtime, consolidated leave can be takenat the end of a shift for:

5.16.11.2.1 a minimum of 1 hour and a maximum of 2 hours on day shift, or

5.16.11.2.2 a minimum of 1 hour and a maximum of 6 hours on night shift

5.16.11.3 Where it is not possible to arrange ‘with prior notice’ in terms of 5.17.11, and as a result a recall must be used, the minimum period of consolidated leave which can be taken is 4 hours, up to and including a whole shift.

5.16.12 Recredits are not allowed after the commencement of approved leave.

5.16.13 Firefighters may cancel leave if there is sufficient time before the commencement of the shift to cancel overtime.

5.17 Bone Marrow Donations Leave

Employees shall be entitled to 48 hours special leave at full pay for the purpose of undertaking a bone marrow donation provided that the employee:

5.17.1 is listed on the A.B.M.D.R. register;

5.17.2 provides prompt notice of any proposed absence following advice from the A.B.M.D.R. of the date of a proposed donation;

5.17.3 provides a medical certificate from a registered medical practitioner covering the period of absence.

5.18 Commonwealth Paid Parental Scheme

 Employees eligible for payments under the Commonwealth Paid Parental Scheme can access the scheme in addition to the parental leave entitlements provided for in the Permanent and Retained Firefighters Awards.

5.19 Military Leave

5.19.1 Permanent firefighters who are members of the Defence Force Reserves are entitled to military leave on full pay for compulsory annual training, schools, classes, courses of instruction, or compulsory parades on the following basis:

|  |  |
| --- | --- |
| Service | Leave entitlement per financial year |
| Navy | 184 hours |
| Army | 184 hours |
| Air Force | 206 hours |

5.19.2 If a public holiday falls within a period of military leave, you will be allowed an additional 8 hours military leave provided the public holiday coincides with a rostered working shift.

5.19.3 The Department may also grant special leave of up to one shift (or one day in the case of day workers) to attend medical examinations and tests required for acceptance as a Reservist.

5.19.4 If you require any further military leave, you may choose to take it from your consolidated, annual or long service leave balance or as leave without pay.

5.19.5 If operational requirements dictate that it would not be in the public interest for the Department to grant you military leave at a particular time, leave will be made available for you to attend an equivalent training opportunity at another time.

5.19.6 Military leave should be applied for at least 24 hours before commencement of the leave and earlier if possible so that relieving arrangements can be made.

5.20 Councillor’s Leave

5.20.1 Officers and firefighters who are elected to Local Government as Councillors may be granted leave for attendance at meetings, conferences and other activities associated with their duties as a Councillor in accordance with the following entitlement for Councillor’s leave:

5.20.1.1 19 hours paid leave in the first 12 months of service as a Councillor or in any period of 12 months; or

5.20.1.2 38 hours in any period of two years as a Councillor; or

5.20.1.3 7.6 hours for each completed year of service as a Councillor less the total of Councillor’s leave taken during service;

whichever is greater.

5.20.2 If any further absence from duty is required, the officer or firefighter may use existing provisions available for leave without pay, consolidated leave and ‘part-time change of shift’ subject to departmental convenience. All of the above may be granted by Directors and Area Commanders, provided that the grant of such leave does not significantly interfere with the primary duties of the officer or firefighter. In exceptional circumstances only, additional paid Councillor’s leave may be granted at the discretion of the Commissioner.

5.21 Jury Duty

5.21.1 Permanent firefighters who attend jury duty will be granted special leave on full pay provided that:

5.21.1.1 the jury duty is at a time when the firefighter would otherwise be on duty

5.21.1.2 the firefighter has a certificate of attendance from the Sheriff or Registrar of the court giving the date of attendance and certifying that the firefighter was not paid any jury fees other than out-of-pocket expenses

5.21.2 If a firefighter has accepted jury fees, the firefighter can choose to take either annual leave on full pay or leave without pay.

5.21.3 If special leave for jury duty is granted for part of a day shift, the firefighter may choose to:

5.21.3.1 return to work and complete the rest of the day shift, or

5.21.3.2 apply for annual or consolidated leave for the balance of the shift.

5.21.4 If a firefighter is rostered for night shift after attending jury duty, the firefighter must have at least eight hours off duty between the finish of jury duty and starting work. An application for special leave is required for any hours of the night shift not worked.

5.21.5 If a firefighter attends jury duty while on annual leave or another form of authorised leave, the firefighter can apply for special leave and a recredit of the annual leave or other authorised leave.

5.21.6 A retained firefighter who attends jury duty may apply for special leave without loss of retainer for the duration of the jury duty if attending court affects their availability to turn out. This leave is available whether or not you the firefighter accepts jury fees.

5.21.7 A retained firefighter who is on special leave for jury duty must not attend drills or emergency incidents.

5.22 Changing annual leave groups

5.22.1 If a 38 hours leave credit is generated as a result of permanent firefighter changing annual leave groups, the permanent firefighter will be credited with a corresponding amount of consolidated leave; and

5.22.2 If a 38 hours leave deficit is generated as a result of a permanent firefighter changing annual leave groups, and that change was not at the permanent firefighter’s request, then the deficit will be written off and therefore worn by the Department.

5.23 Leave balance errors

The Department shall not debit a firefighter’s leave balances in the event of an error which occurred more than six years prior to the date of identification of that error.

5.24 Night shift recalls

 In the case of permanent firefighters working the Standard Roster, the time of commencement for recall overtime to be worked on night shift will be 2200 hours.

**6. Training, Progression and Promotion**

6.1 The provisions set out within this Clause shall have effect unless and until amended otherwise in accordance with the provisions of Clauses 13 and 35 of the Permanent Firefighting Staff Award or Clauses 24 and 27 of the Retained Firefighting Staff Award.

6.2 Permanent Recruit training and/or training competencies

 To avoid doubt, the training and/or training competencies undertaken by permanent Recruit Firefighters at the Fire and Rescue NSW Training College and specified, by the Commissioner on the advice of the Training Review Committee, for progression to Firefighter Level 1 pursuant to subclause 13.3 of the Permanent Firefighting Staff Award shall be as follows:

Unit NoUnit Name

PUAFIR201A Prevent injury

PUAFIR203A Respond to urban fire

PUAFIR207A Operate breathing apparatus

PUAEQU001A Prepare maintain and test response equipment

PUAOPE002A Operate communications systems and equipment

PUATEA001A Work in a team

PUAEME001A Provide emergency care

PUASAR001A Participate in a rescue operation

PUAFIR204A Respond to wildfire

PUAFIR206A Check installed fire safety systems

PUACOM002A Provide services to clients

PUAOHS001A Follow defined OHS policies and procedures

PUATEA004B Work effectively in a public safety organisation

PUAFIR306A Render hazardous materials incidents safe

PUAFIR308A Employ personal protection at a hazardous materials incident

PUAFIR309A Operate pumps

PUAEME002B Manage injuries at emergency incident

PUAEME003A Administer oxygen in an emergency situation

PUAOHS002A Maintain safety at an incident scene

PUAVEH001A Drive vehicles under operational conditions

PUAFIR302A Suppress urban fire

PUAOPE003A Navigate in urban and rural environments

PUAFIR314A Utilise installed fire safety systems

PUASAR002A Undertake road accident rescue

PUAFIR3071 Monitor hazardous atmospheres

6.3 Senior Firefighter training and/or training competencies

 To avoid doubt, the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for progression to Senior Firefighter pursuant to subclause 13.7 of the Permanent Firefighting Staff Award shall be as set out in subclauses 6.3.1 and 6.3.2.

6.3.1 The following training and/or training competencies shall be delivered by OTEN:

Unit NoUnit Name

PUAFIR301B Undertake community safety activities

PUAFIR405B Collect, analyse and provide regulatory information

PUACOM006B Plan and conduct a public awareness program

PUATEA003B Lead, manage and develop teams

TAADEL301C Provide training through instruction and demonstration of work skills

6.3.2 The following training and/or training competencies shall be delivered by the Department:

• Incident Control Systems.

• Incident Ground Mathematics. This focuses on practical mathematics and hydraulics and covers length, area, volume and mass, pressure and head, velocity, capacities of tanks, and discharge of hose and nozzles. Examples will be sent to all candidates and a short test will be held in conjunction with the Incident Control System course.

6.3.3 Qualified Firefighters shall be eligible to apply to OTEN to enrol in the training and/or training competencies set out at subclause 6.3.1. Qualified Firefighters who complete the necessary OTEN training and/or training competencies shall then be eligible to apply to attend and complete the remaining training and/or training competencies required for progression to Senior Firefighter and delivered by the Department under subclause 6.3.2.

6.4 Progression from Senior Firefighter

 To avoid doubt, the reference to “acquisition of the necessary Station Officer competencies specified by the Department” at subclause 13.8 of the Permanent Firefighting Staff Award shall mean the successful completion of either of the programs set out at subclause 6.4.1 or 6.4.2.

 6.4.1 Australian Fire Competencies Station Officer Program:

Unit NoUnit Name

2.09/7916N Building Evacuation Systems

2.10/7916P Mechanical Venting and Air Handling Systems

2.11/7916Q Building Structures 2

30.1/7917A Occupational Health and Safety

3.05/7917D Building Fire Safety 1

3.09/7917/R Workplace Trainer Category A

3.11/8979N Public Speaking

3.12/8979S Dealing with conflict

 6.4.2 PSTP Station Officer Program:

 Unit NoUnit Name

PUAFIR403B Assess Building Plans

PUACOMO11B Develop Community Awareness Networks

PUAEMR001B Establish Context and Develop Risk Evaluation Criteria

PUAEMR002B Identify Analyse and Evaluate Risk

PUACOM008B Develop and Organise Public Safety Awareness Programs

PUAMAN005B Manage Projects

TAADEL301C Provide Training through Instruction and Demonstration of Work Skills

TAADEL404B Facilitate Work Based Learning

6.5 Progression from Firefighter Level 1 to Qualified Firefighter

 To avoid doubt, the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for progression from Firefighter Level 1 to Firefighter Level 2 and from Firefighter Level 2 to Qualified Firefighter pursuant to subclauses 13.4 and 13.5 of the Permanent Firefighting Staff Award shall be as set out in subclauses 6.5.1 and 6.5.2 and in both cases, delivered by the Department.

6.5.1 Firefighter Level 1 to Firefighter Level 2:

Unit NoUnit Name

PUAFIR302B Suppress Urban Fire (Test and inspect equipment)

PUALAW001A Protect and Preserve Incident Scene

PUATEA004C Work effectively in a public safety organisation

Driver training (Six months and 35 hours of driving)

6.5.2 Firefighter Level 2 to Qualified Firefighter:

Unit NoUnit Name

PUACOM005A Foster a positive organisation image in the community

PUAFIR303A Suppress wildfire

PUAFIR302B Suppress Urban Fire (Ventilation)

PUAFIR302B Suppress Urban Fire (Salvage and Overhaul)

PUAFIR302B Suppress Urban Fire (Fire Suppression 2)

PUATEAA002B Work Autonomously

PUACOM001C Communicate in the workplace

6.5.3 Firefighters Level 2 who successfully complete the training and/or training competencies specified as subclause 6.5.2 employees shall, as well as being promoted to Qualified Firefighter, also be awarded Certificate III in Public Safety (Firefighting and Emergency Operations).

6.6 Recognition of pre 2003 competencies

 Permanent firefighters who attained the rank of Qualified Firefighter or its equivalent prior to 2003 shall be recognised and treated as having successfully completed all of the following training and/or training competencies:

Certificate II in Public Safety (Firefighting and Emergency Operations) PUA20601

Unit NoUnit Name

PUAFIR201A Prevent injury

PUAFIR203A Respond to urban fire

PUAFIR204A Respond to wildfire

PUAFIR206A Check installed fire safety systems

PUAFIR207A Operate breathing apparatus

PUACOM001B Communicate in the workplace

PUACOM002A Provide service to clients

PUAEQU001A Prepare, maintain and test response equipment

PUAEME001A Provide emergency care

PUALAW001A Protect and preserve the incident scene

PUAOHS001A Follow defined OHS policies and procedures

PUAOPE002A Operate communications systems and equipment

PUASAR001A Participate in a rescue operation

PUATEA001A Work in a team

PUATEA004B Work effectively in a public safety organisation

Certificate III in Public Safety (Firefighting and Emergency Operations) PUA30601

Unit NoUnit Name

PUAFIR302A Suppress urban fire

PUAFIR306A Render hazardous materials incidents safe

PUAFIR308A Employ personal protection at a hazardous materials incident

PUAFIR309A Operate pumps

PUAFIR314A Utilise installed fire safety systems

PUACOM005A Foster a positive organisation image in the community

PUAOHS002A Maintain safety at an incident scene

PUAOPE003A Navigate in urban and rural environments

PUATEA002A Work autonomously

PUAVEH001A Drive vehicles under operational condition

6.7 Retained Firefighters – reimbursement of OTEN fees

Retained Firefighters who successfully complete Certificate III in Public Safety (Firefighting and Emergency Operations) and who provide a supporting covering report, a copy of transcript verified by their Station Commander and a copy of receipts verified by their Station Commander shall reimbursed by the Department for 12 months of OTEN enrolment fees.

6.8 Retained Recruit Training Program

6.8.1 Retained Firefighters shall be required to attend and successfully complete Stage 1 and Stage 2 of the Recruit Retained Training Program within six months of commencing employment as a Retained Firefighter.

6.8.2 Stage 2 of the program shall be a four day training course conducted by the Department at FRNSW Training Centres. Recruit Retained Firefighters shall not be permiited to respond to incidents until all Stage 2 course requirements have been successfully completed.

6.9 Class C Licence

Class C shall be the only drivers licence standard necessary for employment as a FRNSW Firefighter and the Department shall provide any and all additional driver/licence training required by firefighters in order to perform their duties.

6.10 Licence requirements and upgrades

6.10.1 All drivers of Departmental vehicles and fire appliances must hold a current driver’s licence for the type of vehicle being driven. In addition, aerial operators are required to satisfactorily complete the required training on that appliance.

6.10.2 No employee may drive under response conditions unless they have been qualified by FRNSW to ‘drive under operational conditions’ or equivalent.

6.10.3 The Department will pay RTA knowledge test and licence upgrade fees, authorised duties payments, kilometres or travel time incurred for a firefighter’s attendance at an RTA Knowledge Test. The Station Commander should submit claims to the Duty Commander for authorisation. Reimbursement for the cost of the RTA Knowledge test shall be for two attempts only. All other expenses (for example travel and time) will continue to be paid for subsequent attempts.

6.11 Firefighter driver training

6.11.1 For permanent firefighters:

6.11.1.1 On completion of the driver/pumping component of the Recruit Firefighter training at the State Training College, Recruit Firefighters will be assessed as either competent of not yet competent.

6.11.1.2 On transfer to their stations, firefighters regarded as competent will be required to drive back from fires and drills for a period of six months from the date they left the State Training College and log up 35 hours of driving experience time in their log books, following which they will notify the Appliance Training Unit. A minimum of five hours of this component will include night driving.

6.11.1.3 Permanent firefighters who are initially assessed as not yet competent will drive back under supervision for a period of three months, at the end of which they will be re-assessed by the Appliance Training Unit and if deemed competent commence their six months of driving experience pursuant to subclause 6.11.1.2.

 6.11.2 For retained firefighters:

6.11.2.1 Retained Firefighters who are not Motor Drivers and who wish to attain their Motor Badge shall apply to the Zone Commander for permission to drive the station pumper at times other than fire calls and urgent duty responses.

6.11.2.2 Following application and on the Senior Instructor’s next visit, if the applicant:

6.11.2.2.1 has not attended a country pumping training course, the Senior Instructor is to conduct a knowledge test based on the Motor Traffic Handbook issued by the Road and Traffic Authority and conduct a driving assessment. Should the candidate be unsatisfactory in any stage, the Senior Instructor will highlight these areas to the Station Commander, indicating remedial action required to be taken.

6.11.2.2.2 is attending the weekend pumping/driving course, the applicant will be given the initial training and assessments on pumping procedures and motor driving by the Senior Instructor and from then on shall undertake a self-training program under the supervision of the Station Commander or his/her delegate and the Senior Instructor. All driving and pumping times and exercises carried out are to be recorded in the driver on probation log in the Captain’s Guide for Pump Operations and Motor Driving.

6.11.2.2.3 Has completed the training in accordance with 6.11.2.2.1 or 6.11.2.2.2 and the Station Commander is satisfied that the candidate is proficient in all areas of the curriculum, the Senior Instructor will then carry out the pumping and driving examination, following which an entry will be made into the Station Occurrence book indicating that the firefighter is competent to drive and operate the appropriate vehicle.

6.12 Aerial appliance training

6.12.1 Aerial appliance training shall be carried out by the Appliance Training Unit each year.

6.12.2 To be eligible to undertake aerial appliance training, a firefighter must have completed at least twelve months’ service as a motor driver and hold the minimum rank of Firefighter Level 2 and hold a RTA License for the class of appliance for which they are applying.

6.13

6.13.1 This clause applies to all operators of hydraulic platforms, including Brontos appliances and turntable ladders fitted with cages.

6.13.2 All operators at aerial stations are required to undergo a WorkCover assessment.

6.13.3 All operators are to maintain an up to date record of training and operation in the aerial log section of the Station Register.

6.13.4 Assessment and reviews of operators’ skill and knowledge levels will be at the discretion of the Manager Appliance Training.

6.13.5 The Manager Appliance Training can remove operators from operating aerial appliances for breaches of the Occupational Health and Safety Act 2000, or for unsafe or dangerous operation, subject to a review.

6.13.6 WorkCover application forms for assessment and training materials can be obtained from the

Appliance Training Unit.

6.14 Aerial appliances - roster eligibility

 The aerial appliance training and operating requirements for permanent firefighters who are Aerial Appliance Operators to maintain their roster eligibility are as follows:

6.14.1 All operators must carry out a minimum of 15 hours training and/or operational time in every 23 sets of shifts (six-month period).

6.14.2 A minimum of one hour of the 15 hours of training and/or operational time is required on SEV aerial appliances that the operator is qualified on.

6.14.3 Driving time on aerial appliances does not count as operational time.

6.14.4 Eligibility to be rostered on an aerial appliance is dependent upon operators maintaining the required number of hours.

6.14.5 It is the responsibility of operators and their supervisors to ensure they maintain their operating skills.

6.14.6 Duty Commanders should, where possible, ensure that relieving firefighters with an aerial appliance qualification relieve at aerial stations so they can maintain their roster eligibility.

6.14.7 Station Commanders and Duty Commanders must make sure appliances are available for aerial operators to maintain their roster eligibility. Contact the Fleet Officer for aerial SEV availability.

6.14.8 Operating times must be recorded in the aerial log section of the Station Register and the Operator’s Training Logbook. If aerial logs are not kept up to date and there is no history of an operator maintaining their roster eligibility, the operator will be required to pass an assessment before being allowed to operate aerial appliances.

6.14.9 Duty Commanders and Station Commanders and Appliance Training Instructors will verify

entries in the aerial log.

6.14.10 The Appliance Training Unit will carry out audits of the station register aerial logs and personal Training Logbooks.

6.14.11 To ensure that the Department meets its obligations under the Occupational Health and

Safety Act 2000, authorised Appliance Training Instructors will monitor operators during drills, training/skills maintenance sessions and operations.

6.14.12 An operator may be removed from operating an aerial appliance if, in the opinion of the Manager Appliance Training or an authorised Appliance Training Instructor, they are not competent with the appliance they are operating.

6.14.13 If an operator is removed from operating an aerial appliance, the return to operating status will be by a combination of training and assessment as directed by the Manager Appliance Training.

6.14.14 Only an authorised Appliance Training Instructor can reinstate operators whose eligibility has lapsed.

6.15 Relinquishing aerial appliance qualifications

6.15.1 This subclause applies to permanent firefighters who are operators of turntable ladders, hydraulic platforms, Brontos and aerial pumpers.

6.15.2 Successful aerial trainees are to serve a minimum of three years from the date of their qualification as active Aerial Drivers/Operators, whereupon they will have the choice of continuing as an aerial operator or relinquishing their qualification

6.15.3 Applications for relinquishment can be submitted through normal channels after two and a half years and will be actioned within the following six months.

6.16 Retained firefighters - water tanker, composite and rural pumper training

Training will be provided for retained firefighters in driving/operating, by the Appliance Training Section in accordance with the following:

6.16.1 Before receiving training, retained firefighters must be qualified Motor Drivers.

6.16.2 The Senior Instructor (Country) or Manager Training will liaise directly with the Manager Appliance Training and advise the relevant Duty or Zone Commanders of the course.

6.16.3 Training will be conducted on day shifts, the number of days depending on the skill of the student.

6.16.4 Senior Instructors (Country) will be responsible for the training in their zones. The Manager Appliance Training will be responsible for the training of members in the Greater Sydney Area. The Manager Appliance Training will notify members of the commencement date of the course through their Duty Commanders.

6.16.5 Retained firefighters will be required to acquire a thorough theoretical knowledge of water tanker, pump, composite and rural pumper operations, before the instructor arrives at their station to commence practical training.

6.17 Retained firefighters – “make up” drills

6.17.1 Wherever possible, the opportunity must be provided for Retained Firefighters to maintain an acceptable level of training. This opportunity can be provided by allowing “make up” drills. Such drills must be constructive and maintain a content of creditable information.

6.17.2 Make up drills must be prearranged with the Officer in Charge (Station Officer, Captain or Deputy Captain). The appropriate entry is to be made in the Occurrence Book indicating the relevant topic dealt with.

6.17.3 Where authorised to attend, Senior Instructor make up drills can be undertaken at adjoining stations. This is at the discretion of the Senior Instructor and normal remuneration for drill attendance only will apply.

6.17.4 Personal records are to be maintained detailing the drill subjects undertaken.

6.17.5 Under no circumstances are make up drills to be used to avoid normal station drill exercises. However, it is acknowledged that shift workers may need to attend make up drills to maintain training accreditation and competencies.

6.18 Permanent firefighters - reimbursement of OTEN fees

The Department shall reimburse OTEN fees for external courses required for progression and promotion that have been undertaken on and from 5 February 2009, in accordance with the following:

6.18.1 The Department will meet the cost of any external course fees required for promotion for a period not exceeding 24 months from the date of enrolment.

6.18.2 Firefighters who do not attain the competencies required for promotion within that 24 months, but who still seek promotion, will be required to re-enrol directly with the external course provider (ie, OTEN) and to pay any enrolment and/or course fees up front and directly to that external course provider.

6.18.3 Firefighters who self-enrol and who subsequently attain the competencies required for promotion will be reimbursed by the Department to an amount equivalent to the cost of the most recent enrolment and/or course fees incurred by them. To avoid doubt, the Department shall not reimburse firefighters for more than one self-enrolment period, except in cases where the Commissioner is satisfied that the cost of self-enrolment would cause a firefighter undue financial hardship or would not be appropriate given the firefighter’s circumstance during a previous enrolment period (for example illness, carer’s responsibilities or other such circumstances judged to be beyond the firefighter’s control).

6.18.4 The Department will provide on going support to firefighters enrolled in external courses by advising them in writing of their progress throughout the enrolment period at each six-month interval, and offering the firefighter any reasonable assistance that may be requested.

6.19 On-Shift rescue and hazmat training

Training for rescue and hazmat qualifications (both skills acquisition and maintenance) shall be conducted on-shift, provided that there shall be no reduction in the number of Rescue and Hazmat Operational Support instructor positions as a result of the introduction of on-shift and/or unit trainers within these areas.

6.20 Casual USAR instructors

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 while performing USAR instructor duties and at their substantive rank’s rate of pay (plus applicable allowances) at all other times.

**7. Protective Clothing and Uniforms**

7.1 Laundering

7.1.1 To reduce the build-up of contaminants on the structural firefighting uniform (turnout coat, overtrousers, flash hoods and gloves), the Department shall routinely launder these items every six months (unless no incidents have been attended) or otherwise when they look or smell dirty or when they are contaminated.

7.1.2 Personal protective clothing must not be worn when travelling to and from work. Under no circumstances are items of personal protective clothing to be washed at home.

7.1.3 The Department will arrange for collection and delivery from each station or office twice a week on a scheduled collection plan. The turnaround time for the service will be a maximum of five days. Collection and return may occur between 8 am and 6 pm any day of the week. Where a station or office has minimal laundering requirements, such as a retained station, the contractor is permitted to contact the Station Commander by telephone to determine whether a collection service is required to be performed on the following scheduled service day.

7.1.4 Laundered items will be collected from the nominated collection point and delivered to the designated laundry locker at each station or office. The Department shall provide stations and offices with clothing receptacle(s) and laundry bags for the deposit of items submitted for general laundering.

7.1.5 The Department shall launder the following items of uniform and/or personal protective clothing for employees located at stations and offices within the Sydney Metropolitan Area, Illawarra, Central Coast and Newcastle Regions:

|  |  |
| --- | --- |
| Overtrousers – Inner Liner (PPC) | Blue Spicer Jackets |
| Overtrousers – Outer (PPC) | Culottes |
| Structural Firefighting Coat (PPC) | Female Slacks |
| Duty Wear Trousers (PPC) | Female Skirts |
| Flash hoods (PPC) | Pullovers |
| Bushfire Coat (PPC) | Neckties (FF and Senior Officers Blue) |
| Structural FF Gloves (PPC)Work Shirts (Dark Navy Blue) | Men’s TrousersGalatea |
| General Purpose Gloves | Blanket Cotton White |
|  | Bed sheets (First Aid) |
|  | Mattress Covers |
|  | Bedspread |
|  |  |

7.1.6 Arrangements for laundering items not listed at subclause 7.1.5 must be approved by the Area Commander or Unit Manager.

7.2 The Department shall supply to all employees an initial supply of uniform and protective clothing for operational duties on appointment to FRNSW and/or on initial appointment to a cold climate or alpine station.

7.3An initial clothing outfit shall be issued as listed:

| Clothing Outfit, Initial | Employees |
| --- | --- |
|  | Male | Female |
| Coat, Firefighters | 2 | 2 |
| Cape, Firefighters | 2 | 2 |
| Coat, Bushfire | 1 | 1 |
| Jacket, Men’s, (Galatea) | 1 | - |
| Jacket, Women’s | - | 1 |
| Parka, Men’s | 1 | 1 |
| Trousers, Men’s Dress (women may order these as an alternative to Slacks) | 1 pair | 1 pair |
| Trousers, Duty Wear | 4 pairs | 4 pairs |
| Slacks, Women’s (women may order these as an alternative to Men’s Dress Trousers) | - | 1 pair |
| Skirt, Women’s  | - | 1 |
| Trousers, Structural Firefighting c/w Braces | 2 pairs | 2 pairs |
| Shorts, Athlete’s | 1 pair | 1 pair |
| Belt, Trousers | 2 | 2 |
| Belt , Skirt and slacks only | - | 1 |
| Shirt, Firefighters (work shirt) | 4 | 4 |
| Shirt, Men’s Short Sleeve, Station Commander and below (women may order the Shirt, Women’s as an alternative) | 2 | 2 |
| Shirts, Women’s (women may order the Shirt, Men’s as an alternative) | - | 2 |
| T-Shirt, Navy | 4 | 4 |
| Pullover, Navy, Inspector and below | 1 | 1 |
| Necktie | 1 | 1 |
| Boots, Firefighters | 2 pairs | 2 pairs |
| Boots, Ankle | 1 pair | 1 pair |
| Shoes, Women’s (must be worn with the skirt and may be worn with slacks in place of the ankle boot) | - | 1 pair |
| Socks, Fire retardant | 5 pairs | 5 pairs |
| Gloves, Firefighters | 1 pair | 1 pair |
| Gloves, General purpose | 1 pair | 1 pair |
| Hat, Peak cap | 1 | 1 |
| Hat, Sun | 1 | 1 |
| Cap, Baseball | 1 | 1 |
| Cap Knit (beanie) - unlined | 1 | 1 |
| Helmet, Structural | 1 | 1 |
| Helmet, Multipurpose | 1 | 1 |
| Flash Hood | 2 | 2 |
| Handbag, Women’s | - | 1 |
| Insignia Shoulder (student - green for recruits or appropriate rank for re-appointees) | 3 sets | 3 sets |
| Helmet rank insignia (green for recruits or appropriate rank for re-appointees) | 2 sets | 2 sets |
| Badge - name text - Structural helmet | 1 | 1 |
| Badge - name text - Multipurpose helmet | 1 | 1 |
| Badge Cap, standard | 1 | 1 |
| Badge, ID wallet | 1 | 1 |
| Pocket line | 1 | 1 |
| Buttons, staple 24 mm | 4 | 4 |
| Buttons, 18 mm | 6 | 6 |
| Ring, 16 mm | 10 | 10 |
| Key keeper | 1 | 1 |
| ID wallet | 1 | 1 |
| Sunglasses/safety glasses | 1 | 1 |
| Bush fire goggles | 1 | 1 |
| Notebook, Pocket | 1 | 1 |
| Notebook, Pocket, Cover | 1 | 1 |
| Kit Bag | 1 | 1 |

Employees appointed to cold climate stations

|  |  |  |
| --- | --- | --- |
| Jacket, Castro | 1 | 1 |
| Sweater, Rib Knit  | 1 | 1 |

Employees appointed to alpine stations

|  |  |  |
| --- | --- | --- |
| Jacket, Castro | 1 | 1 |
| Sweater, Rib Knit  | 1 | 1 |
| Cap, Knitted, Lined | 1 | 1 |
| Boots, Firefighting, style 25395 | 1 | 1 |
| Scarf combo | 1 | 1 |
| Gloves, Alpine with liner | 1 | 1 |
| Socks, Alpine | 1 pair | 1 pair |
| Goggles, Alpine | 1 | 1 |

7.4 The following stations shall be considered, for the purposes of this clause, to be cold climate stations:

|  |  |  |
| --- | --- | --- |
| 82 Richmond | 105 Kelso | 203 Albury Central |
| 205 Armidale | 206 Albury North | 208 Aberdeen |
| 209 Albury Civic | 215 Barraba | 216 Bathurst |
| 218 Batlow | 219 Bega | 225 Bingara |
| 226 Blackheath | 227 Blayney | 229 Boggabri |
| 230 Bombala | 232 Boorowa | 234 Bowral |
| 236 Braidwood | 242 Bundanoon | 250 Canowindra |
| 259 Condobolin | 261 Coolah | 263 Cooma |
| 264 Coonabarabran | 266 Cootamundra | 270 Cowra |
| 271 Crookwell | 272 Culcairn | 280 Dubbo |
| 281 Dunedoo | 283 Denman | 284 Delroy |
| 286 Eden | 294 Forbes | 301 Glenbrook |
| 302 Glen Innes | 303 Gloucester | 305 Goulburn |
| 308 Grenfell | 312 Gulgong | 313 Gundagai |
| 314 Gunnedah | 315 Guyra | 322 Henty |
| 324Holbrook | 331 Inverell | 342 Kandos |
| 343 Katoomba | 355 Lake Cargelligo | 359 Lawson |
| 361 Leura | 363 Lithgow | 364 Lithgow West |
| 375 Manilla | 378 Mittagong | 380 Molong |
| 381 Moree | 385 Moss Vale | 386 Mt Victoria |
| 387 Mudgee | 389 Harden | 390 Murrurundi |
| 392 Muswellbrook | 393 Merriwa | 395 Merimbula |
| 399 Narrabri | 411 Oberon | 412 Orange |
| 417 Parkes | 419 Peak Hill | 423 Portland |
| 428 Queanbeyan | 429 Quirindi | 443 Scone |
| 445 Springwood | 452 Tamworth | 457 Tenterfield |
| 466 Tumbarumba | 467 Tumut | 472 Turvey Park |
| 475 Uralla | 480 Wagga Wagga | 481 Walcha |
| 483 Wallerawang | 487 Warialda | 493 Wellington |
| 495 Wentworth Falls | 496 Werris Creek | 506 Wee Waa |
| 508 West Tamworth | 511 Yass | 513 Young |

7.5 The following stations shall be considered, for the purposes of this clause, to be alpine stations:

338 Jindabyne

426 Perisher Valley

451 Thredbo

7.6 The Department shall replace items of uniform and protective clothing when they are no longer serviceable, or when they can no longer be safely used for the purpose for which they were designed.

7.7 The items of uniform and protective clothing that shall be expected to last for less than one year, and the maximum number of these items of uniform or protective clothing that shall normally be provided for an employee in one year, shall be as listed here below:

| Item | Firefighters attached to stations or operational sections, eg Rescue, BA/Hazmat, FIRU, BF/NH and Training | Inspectors and above | Firefighters in specialist duty and alternative duty positions who do not perform operational duties |
| --- | --- | --- | --- |
|  | Male | Female | Male | Female | Male | Female |
| Trousers, Men’s Dress (women may order Slacks as an alternative)  | 1 pair | 1 pair | 4 pairs | 4 pairs | 4 pairs | 4 pairs |
| Trousers, Duty wear | 3 pairs | 3 pairs | 2 pairs | 2 pairs | 2 pairs | 2 pairs |
| Slacks, Women’s (Women may order Trousers, Men’s as an alternative) | - | 1 pair | - | 4 pairs | - | 4 pairs |
| Skirt, Women’s (women may order slacks or trousers as an alternative, provided that if the skirt is preferred at least one pair of trousers or slacks is maintained for ceremonial purposes) | - | 1 | - | 4 | - | 4 |
| Shorts, Athlete’s | 1 | 1 | 1 | 1 | 1 | 1 |
| Belt, Trousers | 2 | 2 | 1 | 1 | 1 | 1 |
| Belt, Skirt and Slacks |  | 1 |  | 1 |  | 1 |
| Shirt, Firefighters (work shirt) | 3 | 3 | 2 | 2 | 2 | 2 |
| Shirt, Men’s Short Sleeve, Station Commander and below (women may order the Shirt, Women’s as an alternative) | 1 | 1 | 4 | 4 | 4 | 4 |
| Shirt, long sleeve | - | - | 3 | 3 | - | - |
| Shirt, Women’s (alterative to Shirt, Men’s) | - | 1 | - | 4 | - | 4 |
| T-Shirt, Navy | 4 | 4 | 2 | 2 | 2 | 2 |
| Pullover, Navy | 1 | 1 | 1 | 1 | 1 | 1 |
| Necktie | 1 | 1 | 1 | 1 | 1 | 1 |
| Boots, Firefighting | 1 pair | 1 pair | 1 pair | 1 pair | - | - |
| Boots, Ankle | 1 pair | 1 pair | 1 pair | 1 pair | 2 pairs | 2 pairs |
| Shoes, Men’s (alternative to ankle boots) |  |  | 1 pair |  | 2 pair |  |
| Shoes, Women’s (must be worn with the skirt and may be worn with slacks in place of the ankle boot) | - | 1 pair | - | 1 pair | - | 2 pairs |
| Socks, Fire retardant | 5 pairs | 5 pairs | 5 pairs | 5pairs | - | - |
| Socks, Office | - | - | 5 pairs | - | 5 pairs | - |
| Gloves, Firefighters | 1 pair | 1 pair | 1 pair | 1 pair | - | - |
| Gloves, General purpose | 1 pair | 1 pair | 1 pair | 1 pair | - | - |
| Hat, Peak cap | 1 | 1 | 1 | 1 | 1 | 1 |
| Hat, sun | 1 | 1 | - | - | - | - |
| Cap, Baseball | 1 | 1 | - | - | - | - |
| Cap, Knit (beanie) - unlined | 1 | 1 | - | - | - | - |
| Cap, Knit (beanie) - lined Alpine stations only | 1 | 1 | - | - | - | - |
| Flash Hood | 2 | 2 | 2 | 2 | - | - |
| Insignia Shoulder | 3 sets | 3 sets | 3 sets | 3 sets | 3 sets | 3 sets |
| Helmet Rank Insignia | 2 sets | 2 sets | 2 sets | 2 sets | - | - |
| Badge - name text - structural helmet | 1 | 1 | 1 | 1 | - | - |
| Badge - name text - multipurpose helmet | 1 | 1 | 1 | 1 | - | - |
| Buttons staple, 24 mm | 4 | 4 | 4 | 4 | 4 | 4 |
| Buttons, 18 mm | 6 | 6 | 6 | 6 | 6 | 6 |
| Ring, 16 mm | 10 | 10 | 10 | 10 | 10 | 10 |
| Key keeper | 1 | 1 | 1 | 1 | 1 | 1 |
| Sunglasses/ Safety glasses | 1 | 1 | 1 | 1 | 1 | 1 |
| Bush fire goggles | 1 | 1 | 1 | 1 | - | - |

7.8 Items of uniform and protective clothing that may be replaced on an as needs basis, after an inspection has been made by a senior officer, shall be as listed here below:

Coat, Firefighters

Coat, Bushfire

Jacket, Men’s (Galatea)

Jacket, Women’s

Parka, Men’s

Trousers, Structural c/w Braces

Helmet, Structural

Helmet, Multi purpose

Handbag, Women’s

Badge Cap, Standard (replaced by report only)

Badge Cap, Crown SO and above (replaced by report only)

Wallet only (ID badge replaced by report only)

Jacket, Castro, Cold Weather (only for the rank of Inspector and above)

Cold climate stations

Sweater, Rib Knit

Jacket, Castro

Alpine stations

Sweater, Rib Knit

Jacket, Castro

Cap, Knitted lined (alpine stations only)

Boots, Firefighting style 25395

Scarf combo

Gloves, Alpine with liner

7.9 Maternity wear

 Entitlement to the supply of maternity wear shall be up to five maternity shirts and five maternity skirts and/or trousers across the duration of the pregnancy, with the maternity shirts to be provided by Department and the maternity skirts and/or trousers, which are to be black and of a conservative style similar to the current women’s uniform options, to be obtained by employees who shall then be reimbursed to the value of the women’s uniform trousers for each each maternity skirt and/or trousers so purchased.

7.10 Stockings

 Firefighters who are issued with an FRNSW skirt and/or culottes shall be paid an allowance of $3.80 per fortnight.

**8. Travel and Travelling Compensation**

8.2 Temporary relocation for rehabilitation on workers compensation

8.2.1 The provisions of this subclause shall apply to employees temporarily located in an alternate duties position on an authorised rehabilitation program following a workers compensation claim which has been accepted by the Department’s insurer.

8.2.2 Employees electing to use public transport may claim the excess fares incurred for travelling between the firefighter’s residence and the rehabilitation location. Excess fares are the differences between the fares from the employee’s residence to his/her base station and the fares from the employee’s residence to his/her rehabilitation location.

8.2.3 Employees who use their own transport may claim excess kilometres multiplied by the specified journey rate in Item 1 of Table 4 of Part C of the Permanent Firefighters Award. Excess kilometres are the differences between the distance from the employee’s residence to his/her base station and the distance from the employee’s residence to his/her rehabilitation location.

8.2.4 All claims for excess fares, excess kilometres and excess travel must be based on the actual means of transport used.

8.2.5 Permanent firefighters who are on the relieving staff shall maintain their base rate payment on the basis that firefighters on a temporary rehabilitation program shall not suffer a reduction of existing entitlement.

8.3 Minimum accommodation standard

Accommodation provided by the Department shall be of at least mid-range standard, referred to generally as a three star or three diamond standard of accommodation.

**9. Health and Safety**

9.1 Approved exercise activities

9.1.1 Participation of firefighters in approved exercise activities shall be encouraged, but shall remain voluntary. Approved exercise activities for permanent firefighters while on duty shall include touch football, jogging and the use of cardiovascular and resistance training equipment in the station gymnasium or an approved external gymnasium.

9.1.2 The time permitted for permanent firefighters to engage in approved exercise activities, including warm up and cool down periods, while on duty shall be approximately two hours per shift, subject to an over-riding obligation to immediately respond to emergency calls.

9.1.3 The Department shall provide and maintain gym equipment in fire stations where such equipment can be safely installed, and shall arrange for the use of external gymnasium facilities where exercise equipment cannot be safely installed at a station.

9.2 Retained firefighters’ workers compensation

9.2.1 If a retained firefighter receives an injury in the course of their FRNSW duties, and the resultant claim is accepted by the insurer as a compensable injury, and the benefit assessed by the insurer falls short of the member’s ordinary week earnings, a supplementary benefit shall be paid by the Department comprising:

9.2.1.1 ordinary weekly earnings from civil occupation, plus permanent allowances;

9.2.1.2 the continued payment of the retainer; and

9.2.1.3 a weekly amount for retained firefighting duties based on the member’s average weekly earnings (excluding retainer) over a twelve month period immediately preceding the injury.

9.2.2 Supplementary benefits will only be paid where it is established that the retained firefighter has suffered a loss of income as a result of the incapacity for work, and will be limited by a ceiling which will be varied form time to time, in keeping with movements in average weekly earnings as determined by the Australian Bureau of Statistics.

9.2.3 In determining ordinary weekly earnings, the Department will have regard to wage components paid on a permanent basis. Payments relating to shift work, overtime, travelling expenses and payments of a like nature will not be considered.

9.2.4 The payment of supplementary benefits by the Department will be limited in all cases to a period of 12 months.

9.3 Employee Assistance Program

9.3.1 The Department shall access to confidential professional counselling services for all firefighters and their immediate family members via an Employee Assistance Program.

9.3.2 Firefighters shall be entitled to three visits per issue, per 12 months from the date of their first visit. Assistance shall be provided for a wide range of personal and work related issues including:

* work related issues (conflict, change, etc)
* alcohol and other drug related problems
* stress and trauma related problems
* critical incident stress
* depression, anxiety
* family and marital problems
* grief
* eating disorders
* elder care (coping skills, guilt, etc)
* balancing family and work responsibilities
* concerns about your children or family members, and
* referrals to highly specialised services such as financial and legal advice.

9.3.3 All consultations shall be completely confidential unless otherwise agreed with the counsellor.

9.3.4 Firefighters may refer themselves or a member of their immediate family to the Employee Assistance Program directly, that is they do not have to go through the Department.

9.3.5 Attendance at and participation in the Employee Assistance Program shall remain strictly voluntary.

9.3.6 Time may be allowed to attend the Employee Assistance Program during working hours if this is convenient to the Department. Otherwise, firefighters shall attend in their own time.

9.4 Quit smoking program

9.4.1 The Department shall offer and operate a voluntary quit smoking program for firefighters comprising:

9.4.1.1 Information and advice; and

9.4.1.2 Support by way of confidential phone counselling, including follow-up calls within two days, two weeks, six months and twelve months of a firefighter’s quit date; and

9.4.1.3 a four-week Nicotine Replacement Therapy kit for firefighters who smoke over 10 cigarettes a day, at no cost to the firefighter, with an additional 4 weeks of therapy available for purchase by the firefighter through the Department at cost.

9.5 WHS consultative arrangements

 The parties have agreed to the following consultative arrangements to best facilitate effective consultation on health and safety matters within FRNSW.

9.5.1 The Department will consult with employees to enable them to contribute to the making of decisions affecting their health, safety and welfare at work by:

9.5.1.1 sharing relevant information about health and safety matters with employees,

9.5.1.2 giving employees the opportunity to express their views and to contribute in a timely fashion to the resolution of health and safety issues at their workplaces, and

9.5.1.3 valuing the views of employees and taking them into account in making decisions that affect their health, safety and welfare.

9.5.2 The Department will consult with employees to enable them to contribute to the making of decisions affecting their health, safety and welfare at work. Specifically, the Departmewnt will consult directly with the employees concerned, their elected Safety Representative, and/or the Union, when:

9.5.2.1 risks to health and safety arising from work are assessed or when the assessments of these risks are reviewed,

9.5.2.2 decisions are made about the measures to be taken to eliminate or control those risks,

9.5.2.3 procedures for monitoring those risks are introduced or altered,

9.5.2.4 decisions are made about the adequacy of facilities for the welfare of employees,

9.5.2.5 changes that may affect health, safety or welfare are proposed to FRNSW premises, systems or methods of work, or to plant or substances used at work, or

9.5.2.6 decisions are made about the procedures for future consultation.

9.5.2.7 The parties recognise that employee input and participation improves decision making about health and safety matters. However, decisions about workplace health and safety issues remain the Department’s responsibility.

9.5.3 The consultative arrangements will include: Safety Representatives at every station, communication centre and other workgroup; employee and/or Union representation on special committees, such as the PPE Committee; and a Joint Consultative Committee, as follows:

9.5.3.1 one elected Safety Representative for each designated workgroup ie each fire station, communication centre and other workgroup (eg Hazmat, ComSafe).

9.5.3.2 Union representatives on workplace health and safety-related specialist committees, such as the PPE Committee, the Alcohol and Drug Safety and Rehabilitation Committee, the Fleet Implementation Group, and the Strategic Programs Project Team.

9.5.3.3 the Joint Consultative Committee (JCC) between the Department and the Union. The JCC will deal with health and safety issues that have a FRNSW-wide impact. It will consists of senior Departmental managers and Union representatives, and will meet on a regular basis to consult on a range of issues, including health and safety issues, and to monitor and review these consultative arrangements. The JCC secretariat function will be provided by the Department.

9.5.4 Safety Representatives will:

9.5.4.1 liaise with their supervisor or manager during the risk management process at their workplace:

9.5.4.1.1 when risks to health and safety are being assessed or reviewed, and

9.5.4.1.2 when decisions are being made about measures to be taken to eliminate or control risks,

9.5.4.2 consult with employees in their workgroup, and represent them in discussions with their supervisor or manager about workplace health and safety issues,

9.5.4.3 carry our inspections of the workplace to investigate health and safety complaints from employees in their workgroup,

9.5.4.4 attempt to resolve any workplace health and safety matter but, if unable to do so, request a meeting between Department and Union representatives, and

9.5.4.5 be informed about work injuries, workplace changes, health and safety inspections of their workplace or workplace health and safety notices issued in relation to their workgroup.

9.5.5 To assist with performing their functions, Safety Representatives will be provided with reasonable access to workplace facilities (access to computers, email, telephone, faxes, stationery, notice boards, etc) for the purposes of carrying our their role, including communicating with workgroup members, seeking workplace health and safety advice and undertaking Safety Representative training.

9.5.6 The Department will not dismiss or detrimentally alter an employee’s position because the employee:

9.5.6.1 makes a complaint about a workplace health and safety risk, or

9.5.6.2 is a Safety Representative and is performing the functions of a Safety Representative.

9.5.7 Elections of Safety Representatives will be conducted at least every two years. An election is also required when there is a permanent vacancy due to resignation of a Safety Representative or if the Safety Representative ceases to be an employee of that workgroup. Current Safety Representatives may nominate for re-election.

9.5.8 Nominations for Safety Representatives will be requested from the employees in each workgroup. Where more than one nomination is received for a particular workgroup, an election will be held by the employees from that workgroup to determine the elected Safety Representative.

9.5.9 Where a casual vacancy occurs, the Safety Representative will be selected from the top of the eligibility list compiled from the results of an election held within the previous six months. If no eligibility list exists, nominations will be requested to fill the casual vacancy, and where more than one nomination is received, an election will be conducted to fill the casual vacancy.

9.5.10 Elections will be conducted in accordance with recognised democratic principles. All employees of the workgroup will have the opportunity to nominate and vote in elections. The election process will be managed at the local level, coordinated by the relevant Zone Commander or Manager, with such further assistance as may required to be provided by the Department.

9.5.11 Following the election, the relevant Zone Commander or Manager will inform all employees in the workgroup of the name and contact details of their elected Safety Representative.

9.5.12 Safety Representatives will complete the Safety Representative’s training course within three months of being elected. Safety Representatives training will be a self-paced distance learning course, involving approximately six hours study time on shift for Permanent Firefighters, and equivalent paid study time for Retained Firefighters.

9.5.13 The training course will include the following:

9.5.13.1 the importance of workplace health and safety consultation and systematically managing workplace health and safety,

9.5.13.2 the requirements for consultation under the Work Health and Safety Act 2011,

9.5.13.3 the general duties of employers, employees and others, under the Work Health and Safety Act 2011,

9.5.13.4 how effective consultation can result in better decision-making about workplace health and safety,

9.5.13.5 effective communication techniques,

9.5.13.6 how to systematically manage health and safety,

9.5.13.7 a practical exercise in how to conduct a risk assessment, and

9.5.13.8 how to undertake additional, ongoing learning on workplace health and safety consultation via the Intranet and Internet.

9.5.14 Workplace health and safety issues should be raised and resolved at the local level as far as possible. An employee must take reasonable steps to prevent risks to health and safety at work by notifying their supervisor of any health and safety matter. The supervisor is to consider the issue and resolve it in a timely manner.

9.5.15 If not resolved, the issue should be referred to the Safety Representative for consultation with relevant supervisors or managers. If the issue is not resolved after supervisors and/or managers have been given a reasonable opportunity to consider and respond to the issue, a joint meeting between the relevant Zone Commander or Manager, Union representative(s) and the Safety Representative is to be convened to resolve any outstanding issues. This meeting may be held by teleconference or other means. If the issue remains unresolved, the Safety Representative or the Union may report it to the JCC for review, or request an investigation of the issue by a WorkCover Inspector.

**10. Conduct and Discipline**

10.1 To avoid doubt, the provisions of this clause shall prevail and apply to the extent of any inconsistency between these provisions and any Regulation under the Fire Brigades Act 1989 and/or any order, policy or direction that has been or may be issued by the Commissioner or the Department.

10.2 Remedial Action

10.2.1 The Nominated Officer shall have the power to make remedial action available as an alternative to a preliminary inquiry if the firefighter admits the misconduct and agrees to the remedial action and the nominated officer thinks it is appropriate in the circumstances to take remedial action.

10.2.2 Remedial action may consist of counseling, training and development, monitoring the firefighter’s conduct or performance, implementing a performance improvement plan, the issuing of a warning to the firefighter that certain conduct is unacceptable or that the firefighter’s performance is not satisfactory, or any other action of a similar nature.

10.2.3 Remedial action is limited to six months, unless otherwise agreed. If a firefighter fails to undertake the remedial action, proceedings for misconduct may be commenced or restarted, or an alternative disciplinary action may be imposed.

10.3 Guidelines for disciplinary interviews

10.3.1 Persons being interviewed shall be warned that they are not required to answer questions which may be incriminating to them. However, it must be clearly understood that the person being interviewed must have sufficient reason to believe that the answer to the question will incriminate them before they refuse to answer.

10.3.2 Except in cases of urgency, a firefighter who is called for interview in connection with a breach of discipline committed by or within the knowledge of that person, may have present at the interview, as an observer, a Union representative or an independent person.

10.3.2.1 Where a Union representative is not available, or cannot be available within a reasonable time, as determined by the circumstances, for example during the night, or in country areas, etc the observer should be a person completely independent of the incident under investigation.

10.3.2.2 Where all members on duty at the Station are interviewed, the observer should be obtained from a neighbouring station.

10.3.2.3 The role of the observer is to see that the interview is conducted in a fair and impartial manner and that there is not intimidation. The observer will be non-participant in the interview.

10.3.3 No more than two officers are to conduct such an interview on behalf of the Department.

10.3.4 Dual tape recording facilities will be provided for recording the interview.

10.3.5 At the commencement of the interview the person being interviewed shall be asked if interviewee has any objection to the use of the tape recorder. In the event that he/she declines the recording equipment will not be used and the fact of declining will not be detrimental to the interviewee.

10.3.6 Where the recording equipment is not able to be used then every effort should be made to record the interview to the best of the interviewing Officer’s ability.

10.3.7 At the conclusion of the interview the person concerned is to be provided with a copy of the tape recording.

10.3.8 If a written record of the interview has occurred then the person concerned is to be requested to read and sign a copy of the record of interview but should the interviewee decline to do so no further action is to be taken in this regard than to record the request and the refusal.

10.4 Guidelines for exercising the powers of suspension

10.4.1 A discretionary power is conferred upon all officers above the rank of Station Officer in the case of permanent firefighters and in the case of retained members, the Commissioner, Superintendent, an Inspector or the person in command of the brigade. The discretionary power is the right to suspend a member of the brigade who it appears to such officer may be guilty of misconduct When exercising this discretionary power to suspend the particular officer must abide by the general law and the rules of natural justice, as set out and explained in Standing Orders.

10.5 Incriminating admissions and standard of proof

10.5.1 A firefighter cannot be forced to incriminate themselves. That is they cannot be required to make a statement which may prove their guilt. Although a firefighter may be required to submit a report and failure to do so without sufficient cause may amount to misconduct, they cannot be required to put in that report any fact that may incriminate them.

10.5.2 An officer who intends to obtain a report for the purpose of afterwards using it as evidence against a firefighter must first advise the firefighter that “you are not obliged to make a statement that may incriminate yourself but that if you make any statement it may be used as evidence”.

10.5.3 A firefighter must not be threatened with prosecution for refusing to supply a report intended for use against them.

10.5.4 The standard of proof required to prove that a firefighter is guilty of misconduct will be that of the civil standard. That standard is “proved on the balance of probabilities”. An officer holding an inquiry under the provisions of this clause must be satisfied on the balance of probabilities that the firefighter committed such offence. Similarly, an officer exercising their powers of suspension must be satisfied, on the balance of probabilities that the alleged offender has committed the offence before suspending the firefighter.

10.6 Penalty notices for driving offences

 If a FRNSW vehicle is recorded by a speed, traffic light or other camera as breaking a road rule and the vehicle was responding to an emergency call, the Department will return the penalty notice to the State Debt Recovery Office stating this was the case and the firefighter who was driving the vehicle, whose name shall not be required in these circumstances, shall not be liable for any fine or penalty.

10.7 Regulation 12(1)(b) only in exceptional circumstances

 The Commissioner may terminate a firefighter’s appointment as a firefighter if the firefighter is no longer a suitable person to exercise the functions of a firefighter pursuant to the *Fire Brigades Regulation*, provided that such power shall only be used in exceptional circumstances and only where it is not practicable to have recourse to the usual disciplinary processes available under subclause 10.8. Examples of these circumstances include – abandonment of employment, incarceration for a serious offence (whether on remand or otherwise).

10.8 Disciplinary provisions

10.8.1 For the purpose of this clause:

10.8.1.1 “nominated officer” means the officer nominated by the Commissioner for the purposes of this Part.

10.8.1.2 “remedial action”, in relation to a firefighter, means any one or more of the following:

(a) counselling,

(b) training and development,

(c) monitoring the firefighter's conduct or performance,

(d) implementing a performance improvement plan,

(e) the issuing of a warning to the firefighter that certain conduct is unacceptable or that the firefighter's performance is not satisfactory,

(f) any other action of a similar nature.

10.8.2 A firefighter is guilty of misconduct if the firefighter:

10.8.2.1 contravenes a provision of Part 3 of the *Fire Brigades Regulation 2008*, as was made to commence on 1 September 2008, or

10.8.2.2 is convicted in New South Wales of an offence that is punishable by imprisonment for 12 months or more, or is convicted elsewhere than in New South Wales of an offence that, if it were committed in New South Wales, would be an offence so punishable, or

10.8.2.3 is found to have made a statement in connection with an application for appointment as a firefighter that is false or misleading in a material particular.

10.8.3 A reference in subclause 10.8.2.2 to the conviction of a firefighter for an offence punishable by imprisonment for 12 months or more includes a reference to the firefighter having been found guilty by a court of such an offence but where no conviction is recorded.

10.8.4 Complaints of misconduct

10.8.4.1 A firefighter may make a complaint in writing to the Commissioner that another firefighter is guilty of misconduct.

10.8.4.2 A complaint that does not concern corrupt conduct must be lodged:

10.8.4.2.1 through the chain of command, or

10.8.4.1.2 if the complaint relates to the officer in charge of the firefighter, with the officer in charge’s immediate superior.

10.8.4.2.3 If the nominated officer decides to act on a complaint, the firefighter against whom the complaint is made must be given a copy of it.

10.8.4.3 Any firefighter dealing with a complaint:

10.8.4.3.1 must treat the information as strictly confidential, and

10.8.4.3.2 must deal with any personal information within the meaning of the *Privacy and Personal Information Protection Act 1998* in relation to that complaint in accordance with that Act,

unless this clause authorises the information to be dealt with in another way or unless the Commissioner authorises the information to be dealt with in another way.

10.8.5 Suspension of firefighters

10.8.5.1 An officer authorised by subclause 10.4 may suspend a firefighter from duty if:

10.8.5.1.1 the officer is of the opinion that the firefighter is guilty of misconduct, or

10.8.5.1.2 the firefighter is taken into lawful custody.

10.8.5.2 A firefighter may be suspended pursuant to subclause 10.8.5.1 whether or not a complaint of misconduct has been made against the firefighter.

10.8.5.3 A firefighter may not be suspended unless all reasonable steps have been taken to ensure that the firefighter has been informed of the reason for the suspension and has been given an opportunity to respond.

10.8.5.4 A suspension under this clause has effect for the period (not exceeding 14 days) specified by the authorised officer and may be terminated at any time by the Commissioner.

10.8.5.5 If a suspension relates to the absence from duty of a firefighter without authority, the suspension is taken to have commenced when the unauthorised absence began, unless the Commissioner determines otherwise.

10.8.5.6 An officer who suspends a firefighter must, as soon as practicable, report the suspension and the reason for it to the Commissioner.

10.8.6 Commissioner to deal with suspension

10.8.6.1 After considering the report submitted by an officer who has suspended a firefighter and any submission made by or on behalf of the firefighter, the Commissioner may, by order, confirm or terminate the suspension.

10.8.6.2 The Commissioner may not confirm a suspension unless proceedings have been initiated (whether under this clause or otherwise) in respect of the matters giving rise to the suspension.

10.8.6.3 Any suspension confirmed under this clause has effect for the period specified in the relevant order and may be terminated at any time by the Commissioner.

10.8.7 Payment during suspension under subclause 10.8.5.1.1

10.8.7.1 Payment of a firefighter is not to be stopped during a suspension under subclause 10.8.5.1.1 that has not been confirmed, but is to be stopped during such a suspension that has been confirmed, unless otherwise determined by the Commissioner.

10.8.7. 2 If satisfied that the circumstances so warrant, the Commissioner may approve a maintenance payment to a firefighter under a suspension that has been confirmed of such amount and for such period as the Commissioner may direct.

10.8.7. 3 A firefighter in respect of whom a complaint of misconduct is dismissed is to be reimbursed for any pay (including any retainer) lost during any period of suspension less any maintenance paid during that period.

10.8.7. 4 If a firefighter under suspension is found guilty of misconduct, the Commissioner may approve the reimbursement of such part of any pay (including any retainer) lost during the suspension as the Commissioner may direct.

10.8.8 Payment of firefighter in custody

 A firefighter who is in lawful custody is not eligible for payment while suspended, unless otherwise determined by the Commissioner.

 10.8.9 Remedial action

10.8.9.1 The nominated officer may take remedial action with respect to a firefighter against whom a complaint of misconduct has been made if:

10.8.9.1.1 the firefighter admits the misconduct, and

10.8.9.1.2 the firefighter agrees to the remedial action, and

10.8.9.1.3 the nominated officer thinks it is appropriate in the circumstances to take remedial action.

10.8.9.2 The nominated officer may take remedial action in accordance with this clause at any time after a complaint of misconduct has been made, including after any of the proceedings set out in subclauses 10.8.10 to 10.8.13 inclusive have commenced.

10.8.9.3 However, if remedial action is taken, proceedings commenced subclauses 10.8.10 to 10.8.13 inclusive are to be suspended pending the satisfactory completion of the remedial action by the firefighter.

10.8.9.4 If a firefighter fails to do anything that is required of the firefighter by the remedial action, the nominated officer may deal with the firefighter according to the provisions of subclauses 10.8.10, 10.8.11, 10.8.12 and/or 10.8.13 inclusive or recommence any proceedings commenced under those clauses that had been suspended.

10.8.10 Preliminary inquiry into conduct of firefighter

10.8.10.1 The nominated officer may conduct, or may direct another officer to conduct, a preliminary inquiry into a complaint of misconduct against a firefighter.

10.8.10.2 A preliminary inquiry may not be conducted by the officer in charge of the firefighter against whom a complaint of misconduct has been made.

10.8.10.3 A preliminary inquiry is to be conducted in accordance with the Commissioner’s Orders or, with respect to any matter for which those Orders do not provide, in such manner as the nominated officer may direct or, subject to any such direction, as the officer conducting the inquiry thinks fit.

10.8.10.4 A formal hearing is not to be held and witnesses are not to be called for examination.

10.8.10.5 The firefighter to whom the complaint relates may make written representations or, if the officer conducting the inquiry so permits, oral representations on any matter relevant to the inquiry.

10.8.10.6 A firefighter who is permitted to make oral representations is entitled to be accompanied by an observer, chosen by the firefighter, while the representations are made.

10.8.10.7 An officer conducting a preliminary inquiry at the direction of the nominated officer must report the result of the inquiry to the nominated officer in writing within the time set by the nominated officer.

10.8.11 Charges against firefighter

10.8.11.1 If the nominated officer considers (as a result of a preliminary inquiry or otherwise) that action should be taken against a firefighter in respect of a complaint of misconduct, the nominated officer may charge the firefighter with the alleged misconduct.

10.8.11.2 Any such charge is to be prepared in writing setting out the grounds of the alleged misconduct and a copy is to be served on the firefighter against whom the charge is made.

10.8.11.3 The firefighter, or a duly authorised representative of the firefighter, is to be allowed to read, and to take copies or extracts of, the relevant portions of the Departmental file or preliminary inquiry report and any other papers held by the Department in relation to the charge.

10.8.11.4 The firefighter must, within 10 calendar days after being served with a copy of the charge, report to the nominated officer in writing whether the firefighter admits or denies the charge.

10.8.11.5 If the charge is admitted by the firefighter, submissions may be made to the nominated officer by or on behalf of the firefighter (either orally or in writing) in mitigation of penalty.

10.8.11.6 The nominated officer must send any such submissions to the Commissioner.

10.8.12 Formal inquiry

10.8.12.1 If the firefighter denies the charge or does not admit or deny the charge within 10 calendar days after being served with a copy of it, the nominated officer is to conduct, or direct another officer to conduct, a formal inquiry under this clause.

10.8.12.2 The defendant may appear at the inquiry in person or be represented by a barrister, solicitor or agent.

10.8.12.3 The inquiry may be conducted in the absence of the defendant if the defendant fails to attend the inquiry and if the officer conducting the inquiry is satisfied that the defendant has been served with reasonable notice of the time and place for the inquiry.

10.8.12.4 Service of any such notice may be proved by the oath of the person who served the notice or by affidavit.

10.8.12.5 The officer conducting the inquiry:

10.8.12.1 is to conduct the inquiry in accordance with the Commissioner’s Orders or, with respect to any matter for which those Orders do not provide, in such manner as the nominated officer may direct or, subject to any such direction, as the officer conducting the inquiry thinks fit, and

10.8.12.2 is not bound by any law, rules or practice of evidence, and

10.8.12.3 may be informed of any matter in such manner as he or she thinks fit, and

10.8.12.4 must cause a transcript to be prepared of the proceedings of the inquiry.

10.8.12.6 The officer conducting the inquiry:

10.8.12.6.1 may require any firefighter to appear before the officer and to give evidence, and

10.8.12.6.2 may require any firefighter to produce to the officer any document or thing relevant to the inquiry.

10.8.12.7 A firefighter who fails to comply with a requirement under subclause 10.8.12.6 without reasonable excuse may be charged with misconduct.

10.8.12.8 The defendant is entitled to inspect any document or thing furnished under this clause.

10.8.13 Formal inquiry report

10.8.13.1 An officer conducting an inquiry at the direction of the nominated officer must cause a report of the officer’s findings and recommendations, together with the transcript of the proceedings and any document or thing admitted in evidence, to be sent to the nominated officer.

10.8.13.2 The nominated officer may make further recommendations concerning the findings of the inquiry and must inform the defendant of all recommendations made.

10.8.13.3 The nominated officer must cause the report of the findings of a formal inquiry, together with any associated recommendations, transcripts or evidence, to be sent to the Commissioner.

10.8.13.4 Written submissions (including submissions in mitigation of penalty) may be made to the Commissioner, by or on behalf of the defendant, within such time as the Commissioner allows.

10.8.13.5 If the defendant is found not guilty of misconduct, the nominated officer must terminate any suspension of the defendant immediately.

10.8.14 Disciplinary action by Commissioner

10.8.14.1 The Commissioner, after considering a report in which a firefighter is found guilty of misconduct and any submission made by or on behalf of the firefighter, may deal with the matter in any one or more of the following ways:

10.8.14.1.1 by taking remedial action against the firefighter,

10.8.14.1.2 by giving the firefighter a caution or reprimand,

10.8.14.1.3 by imposing on the firefighter a fine not exceeding $1100,

10.8.14.1.4 by revoking the firefighter's appointment to a position,

10.8.14.1.5 by demoting the firefighter,

10.8.14.1.6 by terminating the employment or service of the firefighter.

10.8.14.2 The Commissioner must remove any record of disciplinary action taken under subclause 10.8.14.1.1, 10.8.14.1.2 or 10.8.14.1.3 from a firefighter’s personal record if the firefighter has been of good behaviour for at least 2 years since the taking of the action.

10.8.14.3 The Commissioner may suspend disciplinary action taken against a firefighter under subclause 10.8.14.1.2, 10.8.14.1.3, 10.8.14.1.4 or 10.8.14.1.5 for a period not exceeding 2 years on condition that the firefighter is of good behaviour during that period.

10.8.14.4 If a firefighter fails to do anything that is required of the firefighter by the remedial action taken under subclause 10.8.14.1.1, the Commissioner may deal with the firefighter in any other manner referred to in subclause 10.8.14.1.

10.8.14.5 The Commissioner may permit a firefighter to resign instead of taking disciplinary action under subclause 10.8.14.1.6

10.8.15 Fines

10.8.15.1 The amount of any fine imposed on a firefighter under this clause may, subject to this clause, be deducted from any money (including wages) due to the firefighter with respect to the firefighter's employment or service.

10.8.15.2 A fine is not to be deducted from the firefighter’s pay until 30 days after the Commissioner's decision to impose the fine has been made known to the firefighter.

10.8.15.3 Any application made after that period for time to pay is to be considered and, if an appeal is lodged with the Industrial Relations Commission against the imposition of a fine, deductions from the firefighter’s pay or retainer towards payment of the fine are not to be made pending determination of the appeal.

10.8.16 Action following court appearance

 If a firefighter is found guilty of an offence referred to in subclause 10.8.2.2, the Commissioner may take action against the firefighter as if the firefighter had been found guilty of misconduct by an inquiry under this Part.

**11. Miscellaneous**

11.1 Community Language Allowance Scheme

11.1.1 Firefighters shall be eligible for payment for the Community Language Allowance Scheme (CLAS) allowance provided that:

11.1.1.1 the firefighter has applied to be listed on the Department’s language register; and

11.1.1.2 the firefighter can demonstrate that they have used their second language in the course of their duties. For the purpose of this subclause it will generally be considered that to justify regular usage of the second language the firefighter has used those skills on at least seven occasions annually in dealing with different members of the community; and

11.1.1.3 the firefighter satisfactorily completes a language test which consists of:

11.1.1.3.1 free conversation in English and the community language;

11.1.1.3.2 comprehension - a passage to be read aloud by the firefighter in the community language, followed by a simple form to be completed in English, using the information supplied in the passage;

11.1.1.3.3 a short passage in English, with the content to be explained in the community language.

11.1.2 Firefighters who have a current National Accreditation Authority for Translators and Interpreters (NAATI) certificate (levels 1-5) and who satisfy the other criteria for a CLAS allowance do not need to undergo the test at subclause 11.1.1.3.

11.1.3 CLAS allowances will be reviewed on an annual basis and will only be paid while the firefighter continues to satisfy the criteria necessary set out at subclause 11.1.1.2.

11.1.4 A permanent firefighter who satisfies the criteria for the payment will be entitled to be paid a CLAS allowance of $1224 per annum.

11.1.5 Retained Firefighters who satisfy the criteria for the payment of a CLAS allowance will be paid a proportion of the rate applicable to permanent firefighters dependant upon the average number of hours worked in the past 12 months as a proportion of the standard 38 hour week.

11.2 RTAS indemnity

 The Department shall provide insurance cover through its legal liability and professional indemnity policies for family members of retained firefighters, or other persons normally residing in a retained firefighter’s home, for protection for actions carried out by them in good faith, where a Retained Telephone Alert System (RTAS) is attached to the home of such firefighter and it is necessarily answered by one of those persons.

11.3 Loss of or damage to employees’ private property

11.3.1 The Department will not generally accept liability for loss of or damage to employees’ private property however compensation will be considered where personal effects are stolen or damaged while Departmental premises stand empty during response to fire calls or other Brigade activities.

11.3.2 Where compensation is to be paid, the Department will examine the extent to which the employee has used available facilities for safeguarding property and, if satisfied that the employee did take all reasonable steps to safeguard property or personal effects, may approve of compensation up to a maximum of $5000.

11.4 Leave for religious duties or cultural obligations

 The Department shall grant the following leave to employees of any religious faith or cultural or ethnic background who seek leave for the purpose of observing essential religious duties or cultural obligations:

11.4.1 For permanent firefighters, consolidated leave to attend.

11.4.2 For Retained firefighters, approval from their Station Commander to be absent from duty on specific dates and times to attend and in accordance with Clause 28.2 of the Retained Firefighting Staff Award such authorised absences will be excluded when determining a firefighter’s level of attendance.

11.5 FRNSW Band leave

 Permanent firefighters who are also members of the FRNSW Band shall be be granted up to 10 days special leave per annum to play in the band at official engagements. Firefighters will be required to provide written evidence of the official function in support of their request for special leave.

11.6 Employee Housing Manual

The Commissioner may approve the provision of employee housing:

11.6.1 when such assistance is essential to the continuation of priority government services and the employee cannot obtain private accommodation which is of a reasonable standard, in a reasonable location and at a reasonable rent; or

11.6.2 when the special duties to be performed require the employee to live on site or close to the work site.

11.6.3 The Commissioner must charge full market rent for employee housing unless special circumstances exist that justify reduced rentals, or less than market rates are specified in an existing award or agreement. To avoid doubt as to firefighters’ entitlements in this regard, reference will be made to the Employee Housing Manual as published by the Department in May 2000.

11.7 Transfer Review Committees

11.7.1 A permanent firefighter who perceives a transfer decision to be harmful, unfair or unreasonable may submit a transfer review application to the Department, which shall then convene a Transfer Review Committee.

11.7.2 The Transfer Review Committee shall consist of one representative of the Area Command in which the firefighter concerned currently works, the Area Commander of an adjoining Area Command, and an independent person from outside the Area Command.

11.7.3 The review application must be made to the Transfer Review Committee within forty-eight (48) hours following notification of a transfer on the form provided by the department for this purpose.

11.7.4 The Transfer Review Committee shall be responsible for deciding what action shall be taken on the matter and shall commence proceedings within three (3) working days of receipt of the complaint. Unless exceptional circumstances exist all proceedings shall be completed within ten (10) working days.

11.7.5 Transfers shall not be operative until the review process has been finalised.

11.7.6 The Transfer Review Committee shall:

11.7.6.1 acknowledge in writing to the employee concerned that a complaint has been received; and

11.7.6.2 consider all written evidence presented to the Transfer Review Committee; and

11.7.6.3 investigate the complaint, and if necessary nominate an independent person to undertake the investigative proceedings; and

11.7.6.4 document its findings, and

11.7.6.5 make a decision.

11.7.7 The Transfer Review Committee shall ensure a thorough investigation of the matter and in doing so, it shall contact people who may have an interest in the review and shall seek any information it and/or the employee concerned considers relevant.

11.7.8 The Transfer Review Committee shall ensure that:

11.7.8.1 all Transfer Review Committee decisions are made in the presence of all Transfer Review Committee members, and

11.7.8.2 all information before the Transfer Review Committee is kept confidential.

11.8 Retained firefighter seniority on transfer

11.8.1 When a retained firefighter is transfered to a new brigade, the firefighter’s seniority in the new brigade will be determined as follows:

11.8.1.1 if the firefighter has more than 15 years service the firefighter will be placed immediately below the last firefighter in the brigade to achieve 15 years service,

11.8.1.2 if the firefighter has more than 10 years service the firefighter will be placed immediately below the last firefighter in the brigade to achieve 10 years service

11.8.1.3 if the firefighter has more than 5 years service the firefighter will be placed immediately below the last firefighter in the brigade to achieve 5 years service

11.8.1.4 if the firefighter has less than five years service the firefighter will be placed immediately below the junior firefighter of comparative level.

11.8.1.5 Captains and Deputy Captains must relinquish their rank before they transfer and will be placed in the new brigade in accordance with the above conditions.

11.9 Secondment to Union

11.9.1 Firefighters shall be granted leave of absence without pay during any period that such firefighters are selected, by election or appointment, to hold a position of full time employment with the Union. Upon vacating their full time position with the Union, such employees shall resume duty with the Department at the rank held, and within the Fire District to which they had been permanently attached, prior to the commencement of leave of absence.

11.9.2 Subject to the provisions of subclauses 11.9.4 and 11.9.5, the period of any leave of absence shall be treated as if there was no break in continuity of employment with the Department.

11.9.3 During any period of leave of absence of an employee who is a member of the State Superannuation Fund or State Authorities Superannuation Fund, the Department shall pay all contributions, from both the employee and the Department, to such Fund and the Union shall reimburse the Department in respect of all such payments.

11.9.4 Subject to long service leave under subclause 11.9.5, all leave due to an employee by the Department shall not accrue or be paid during any period of leave of absence provided that upon the expiry of such leave of absence the employee shall be credited with the annual leave period accumulated by the employee immediately prior to the commencement of the said leave of absence.

11.9.5 During the period of absence, long service leave will continue to accrue as though there was no break in continuity of employment with the Department, and on the return, retirement or death of the employee, the Union will pay to the Department all long service leave accrued during the period of employment with the Union, and the Department will be responsible for payment to the employee of all long service leave.

11.9.6 An employee who proceeds on leave of absence pursuant to this subclause may resume duty with the Department for one annual leave group period within each 12 month leave of absence period. The provisions of subclauses 11.9.3, 11.9.4 and 11.9.5 shall not apply during these periods of resumed duty, the timing of which shall be agreed between the Department and the Union, and during which the Department shall resume responsibility for all entitlements.

11.10 Station redevelopments

11.10.1 When a station is to be redeveloped, the Department shall inform the Union.

11.10.2 Arrangements shall then be made between the Department and the Union to jointly inspect the site prior to work commencing, in order to observe any potential health and safety issues associated with the redevelopment. The Department shall be represented by an Executive Officer, or delegate, and Health and Safety Representative or a representative of the local WHS Committee.

11.10.3 The Department shall in the first instance seek to remedy any identified unsatisfactory condition with the emphasis being on staff remaining at the site. This may involve segregating areas of work from employees’ accommodation, or providing demountable buildings to a standard agreed between the Department and the Union. In these circumstances where unsatisfactory conditions have been remedied and accommodation to an agreed standard is provided on site, no allowances shall be payable.

11.10.4 If an unsatisfactory condition is identified as part of the joint inspection process, and is unable to be remedied, the Department shall endeavour to relocate staff to another site while work is carried out. This shall activate the entitlement of the relieving allowance per shift in addition to return relieving kilometres from the base station to the temporary accommodation.

11.10.5 If conditions are considered to be unsatisfactory, but for operational or other reasons relocation is not possible, and the Department and Union are satisfied that it is safe for the affected firefighters to remain on site during the redevelopment, suitable amenities and accommodation such as appropriate demountable buildings shall be provided. In this situation only, the Permanent Firefighting Staff Award’s relieving allowance shall be paid to firefighters in recognition of the unsatisfactory conditions under which they are required to work. This shall be kept under constant review with a view to ensuring that the circumstances making the accommodation unsatisfactory are remedied as quickly as possible, at which time a joint inspection shall be arranged and payment of allowances shall cease.

**12. Disputes Avoidance Procedures**

12.1 Subject to subclause 12.2, if an issue gives rise to a dispute it shall be dealt with in accordance with the Dispute Avoidance Procedures in Clause 35 of the Permanent Firefighting Staff Award.

12.2 In the event of any inconsistency between the provisions of this Award and the Permanent Firefighting Staff Award or the Retained Firefighting Staff Award, the latter Awards shall prevail.

**13. Anti-Discrimination**

13.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

13.2 It follows that in fulfilling their obligations under the Disputes Avoidance procedures Clause 12 of this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make an application to vary any provision of this Award, which by its terms or operation, has direct or indirect discriminatory effect.

13.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

13.4 Nothing in this clause is taken to affect any conduct or act which is specifically exempted from anti-discrimination legislation; offering or providing junior rates of pay to persons under 21 years of age; any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977; and/or a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

13.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

**14. Area, Incidence and Duration**

14.1 This Award shall be binding upon the Union and the Department.

14.2 This Award shall apply to all permanent firefighters and retained firefighters, as defined in Clause 3, Definitions, of this Award and shall take effect on and from 12 September 2012 and shall remain in force until 11 September 2015.