

2016 PERMANENT AWARD – SUMMARY OF PROPOSED CHANGES

The full document with all proposed amendments highlighted, including minor and/or typographical changes, is provided separately. For ease of reference, this document details significant amendments only, and then (in most instances) the affected parts of each clause only. Note that some clauses (eg Clause 12a, a new clause) may be re-numbered and/or relocated in a final document.

The affected clauses are as follows:

Clause 3	Basic Wage
Clause 4	Definitions
Clause 6	Rates of Pay and Allowances
Clause 7	Higher Duties
Clause 8	Hours of Work
Clause 9	Overtime
Clause 12	Relieving Provisions
Clause 12a	Interstate and International Deployments
Clause 13	Progression and Promotion Provisions
Clause 14	Operational Support Positions
Clause 17	Annual Leave
Clause 28	Transfers Outside the GSA
Clause 29	Transferred Employee's Compensation
Clause 44	Incidence and Duration
PART C	All tables

3. Basic Wage

- 3.1 This Award, in so far as it fixes rates of wages, is made by reference and in relation ~~to the adult basic wage of \$121.40 per week.~~
- ~~3.2 The said basic wage may be varied by the Commission under subclause 2 of Clause 15 of Division 4 of Part 2 of Schedule 4, Savings, Transitional and other provisions, of the *Industrial Relations Act 1996*.~~
- ~~3.3 A reference in this Award to the adult basic wage is to be read as a reference~~ to the adult basic wage currently in force under the said Clause 15 of Division 4 of Part 2 of Schedule 4, Savings, Transitional and other provisions, of the *Industrial Relations Act 1996*.

4. Definitions

"**Outduty**" means a period of relief duty performed by a Non-Officer or Officer, not being a Relieving Employee or the occupant of an Operational Support position, where the Non-Officer or Officer either commences and/or ceases their rostered shift~~duty~~ at a station other than the station where the Non-Officer or Officer normally reports for duty, or where the Non-Officer or Officer both commences and ceases their rostered shift at their own station but performs Stand By duties elsewhere for more than four hours, but does not include an employee on suitable duties.

"**Stand By**" means a period of relief duty ~~up to an including four hours~~ performed by a Non-Officer or Officer, not being a Relieving Employee or the occupant of an Operational Support position, at a station/location other than the station at which the Non-Officer or Officer commenced duty and where the Non-Officer or Officer finishes duty at the station at which duty commenced both commences and ceases their rostered shift at their own station but is temporarily assigned to one or more other stations in the interim for a total of four or less hours.

6. Rates of Pay and Allowances

6.6.10 The Remote Area Allowance set at Item 10 of Table 3 of Part C, per week, for Non-Officers and Officers who ~~work at~~ are attached to a station at Broken Hill or Moree, which shall be paid for all purposes.

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6.7.3 The term "attached to" within this Clause shall include employees who are permanently assigned to the relevant station or section but who are performing an Outduty at some other location ~~and~~ Relieving Employees whose base station is the relevant station or section and who are performing relief duty at some other location ~~employees who are permanently assigned to the relevant station or section but who are performing an Outduty at some other location~~, but shall not include employees who perform duty at the relevant station or section pursuant to Clause 9, Overtime, except as provided for in subclauses 6.6.6, 6.6.7, 6.6.8, 6.6.9 and 6.6.10.

7. Higher Duties

7.5 The limitations of subclauses 7.2, 7.3 and 7.4 shall not apply where:

7.5.1 a vacancy in a Country position arises and is advertised in Commissioner's Orders pursuant to subclause 28.7 within 28 days of such vacancy occurring, in which case a Leading Firefighter or Leading Station Officer (as the case may be) may elect or be directed to perform the duties of the vacant position until the position is filled, or the expiration of three months, whichever occurs first.

7.5.2 a Leading Firefighter or ~~Leading Station Officer~~ Senior Firefighter successfully applies for a Country Officer position pursuant to subclause 28.7.2, in which case the Leading Firefighter or ~~Leading Station Officer~~ subject to subclause 28.7.2.3, Senior Firefighter (as the case may be) shall be transferred to that station/location and shall perform the duties of the vacant position until such time as he or she is either promoted, or ceases to be eligible for such promotion pursuant to subclause 13.8.2 ~~3~~ or 13.10.2 (whichever is the case). An employee who ceases to be eligible for such promotion shall cease to hold that position and be transferred to the GSA.

7.5.3 a Leading Station Officer or Station Officer successfully applies for a Country Senior Officer position pursuant to subclause 28.7.3, in which case the Leading Station Officer or, subject to subclause 28.7.3.3, Station Officer shall be transferred to that station/location and shall perform the duties of the vacant position until such time as he or she is either promoted, or ceases to be eligible for such promotion pursuant to subclause 13.10.3. An employee who ceases to be eligible for such promotion shall cease to hold that position and be transferred to the GSA.

7.5.34 a Leading Station Officer or Station Officer successfully applies for an Operational Support Inspector's position pursuant to subclause 28.7.4, in which case the Leading Station Officer or Station Officer (as the case may be) shall be transferred to that station/location and shall perform the duties of the vacant Operational Support Inspector's position until such time as he or she is either promoted, or ceases to be eligible for such promotion pursuant to subclause 13.10.2 ~~3~~. An employee who ceases to be eligible for such promotion shall cease to hold that position and, if located outside of the GSA, be transferred to the GSA.

8. Hours of Work

8.1 Subject to subclauses 8.2.3 ~~2~~ and 8.2.43, the average ordinary working hours of Operational Firefighters shall be forty hours per week over the cycle of weeks for which the rosters of ordinary hours of duty and leave operate. All rosters include, in addition to the average forty

ordinary hours per week, an average per week of two hours of thirty-eight hour week leave accrual which shall be accumulated and added to annual leave accrual and taken in accordance with Clause 17, Annual Leave.

8.2 Arrangement of Rosters

8.2.1 Subject to subclauses ~~8.2.2 and~~ 8.9, Operational Firefighters shall work the roster in operation at the station/location to which they are permanently attached and this roster shall be known as their default roster. ~~No default roster shall allow rostered shifts in excess of fourteen hours duration. Once a roster is determined and operating it shall only be departed from following consultation between the Department and the Union or to meet an emergency due to sickness or other unexpected or unavoidable cause.~~

~~8.2.2 Except as provided for in subclause 8.2.1, a~~Any proposed change at any location from one roster system to another, or to a new roster system, shall only occur following consultation between the Department and the Union.

8.2.2.3 Operational Firefighters may, with the Department's agreement, elect to work alternative rosters to their default roster, provided that any such alternative roster:

8.2.32.1 must operate over an eight-week cycle and be drawn up and provided to both the Operational Firefighter and the Union not less than fourteen days prior to commencement;

8.2.32.2 must allow at least eight consecutive hours between the cessation of one rostered shift and the commencement of the next rostered shift;

8.2.2.3 must operate within the hours of the Operational Firefighter's default roster, provided that employees whose default roster is the Special Roster may apply to work alternative rosters that commence and cease up to two hours earlier or later than provided by the Special Roster.

8.2.32.34 must not allow split or broken shifts;

8.2.2.5 must not allow a reduction in the minimum Operational Firefighter staffing required at the station/location in question;

8.2.32.46 must not allow more than five days' work, or more than five rostered shifts, in any seven day period; and

8.2.32.57 must not average more than forty two ordinary working hours per week over the eight-week cycle.

8.2.34 An Operational Firefighter who elects to work an alternative roster that allows fewer average ordinary working hours than allowed for by subclause 8.1 shall be paid and accrue leave on a pro-rata basis.

8.2.54 Notwithstanding anything to the contrary elsewhere in this Award, an Operational Firefighter who elects to work an alternative roster that allows one or more 24 hour shifts shall:

8.2.54.1 be paid the Relieving Allowance, if payable, twice for each rostered 24 hour shift so worked; and

8.2.54.2 have any Outduty performed during a rostered 24 hour shift counted as two Outduties for the purposes of subclause 12.17; and

8.2.4.3 have the period before a Stand By becomes an Outduty during a rostered 24 hour shift doubled, but only if the Stand By is performed to cover the absence of another employee who was rostered to work a 24 hour shift; and

8.2.54.34 have any compassionate leave taken during a rostered 24 hour shift counted as two shifts for the purposes of subclause 18.1; and

8.2.54.45 have any unsupported sick leave absence taken during a rostered 24 hour shift counted as two separate occasions for the purposes of subclause 23.8.

8.2.4a In all cases, the Relieving Allowance paid at subclause 8.2.4.1 and the Outduties and leave counted at subclauses 8.2.4.2, 8.2.4.4 and 8.2.4.5 shall not be paid or counted either less or more than twice during a 24 hour rostered shift.

8.2.65 Subject to subclause 8.2.76, the Department shall return an Operational Firefighter who is working an alternative roster to their default roster within fourteen days of receipt of a written request from the Operational Firefighter.

8.2.76 Where the Department's agreement to the working of an alternative roster was conditional upon one or more Operational Firefighters working an alternative roster in concert with each other and one or more of those Operational Firefighters submits a written request to return to their default roster, the Department:

8.2.76.1 shall return the Operational Firefighter(s) who requested to return to their default roster within 28 days; and

8.2.76.2 shall notify the remaining Operational Firefighters, in writing, of that request within 7 days; and

8.2.76.3 may return the Operational Firefighters to their default rosters not less than 21 days following their receipt of notification at subclause 8.2.76.2.

8.3 Standard 10/14 Roster System

	1st Week	2nd Week	3rd Week	4th Week
Platoon	F S S M T W T	F S S M T W T	F S S M T W T	F S S M T W T
A HOURS	D D N N 48	D D N N 48	D D N N 48	D D N N 48
B HOURS	N N 38 -D	D N N 38	D D N N 48	D D N N 48
C HOURS	34 D D N	N 34 D D	N N 38 D	D N N 38
D HOURS	D D N N 48	D D N N 48	D D N 34	N 34 D D

	5th Week	6th Week	7th Week	8th Week
Platoon	F S S M T W T	F S S M T W T	F S S M T W T	F S S M T W T
A HOURS	34 D D N	N 34 D D	N N 38 D	D N N 38
B HOURS	D D N N 48	D D N N 48	D D N 34	N 34 D D
C HOURS	D D N N 48	D D N N 48	D D N N 48	D D N N 48
D HOURS	N N 38 D	D N N 38	D D N N 48	D D N N 48

8.3.1 The Standard 10/14 roster system is based on four platoons over an 8-week cycle.

8.3.2 The shifts within the Standard 10/14 roster cycle shall be as set out in the Table at subclause 8.3 where: D = 0800 hours to 1800 hours; and N = 1800 hours to 0800 hours.

8.4 Back to Back Roster System

	1st Week	2nd Week	3rd Week	4th Week
Platoon	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>
E HOURS	D D D D 48	D D D D 48	D D D D 48	D D D D 48
F HOURS	D D D 36	D D D 36	D D D 36	D D D 36

	5th Week	6th Week	7th Week	8th Week
Platoon	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>
E HOURS	D D D 36	D D D 36	D D D 36	D D D 36
F HOURS	D D D D 48	D D D D 48	D D D D 48	D D D D 48

8.4.1 The Back to Back roster is based on two platoons over an 8-week cycle.

8.4.2 The shifts within the Back-to-Back roster cycle shall be as set out in the Table at subclause 8.4 where: D = 0600 hours to 1800 hours.

8.5 Overlap Roster System

	1st Week	2nd Week	3rd Week	4th Week
Platoon	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>
G HOURS	D D D D D 52.5	D D D 31.5	D D D D D 52.5	D D D 31.5
H HOURS	D D D 31.5	D D D D D 52.5	D D D 31.5	D D D D D 52.5

	5th Week	6th Week	7th Week	8th Week
Platoon	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>
G HOURS	D D D D D 52.5	D D D 31.5	D D D D D 52.5	D D D 31.5
H HOURS	D D D 31.5	D D D D D 52.5	D D D 31.5	D D D D D 52.5

8.5.1 The Overlap roster system is based on two platoons over an 8-week cycle.

8.5.2 The shifts within the Overlap roster cycle shall be as set out in the Table at subclause 8.5 where: D = 0700 hours to 1730 hours.

8.6 Special Roster System

8.6.1 The Special Roster System is a Monday to Friday day shift roster with the commencing and ceasing times for Monday to Thursday being 0800 hours to 1630 hours, respectively and for Friday 0800 hours to 1600 hours respectively.

~~8.6a Part-Time Roster System~~

	1st Week	2nd Week	3rd Week	4th Week
Platoon	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>	<i>F S S M T W T</i>

K HOURS	N-N 28	D-D 20	N-N 28	D-D 20
L HOURS	D-D 20	N-N 28	D-D 20	N-N 28

	5th-Week	6th-Week	7th-Week	8th-Week
Platoon	F-S-S-M-T-W-T	F-S-S-M-T-W-T	F-S-S-M-T-W-T	F-S-S-M-T-W-T
K HOURS	N-N 28	D-D 20	N-N 28	D-D 20
L HOURS	D-D 20	N-N 28	D-D 20	N-N 28

~~8.6a.1 The Part Time Roster system is based on two platoons over an 8 week cycle.~~

~~8.6a.2 The shifts within the Part-Time Roster cycle shall be as set out in the Table at subclause 8.7 where: D = 0800 hours to 1800 hours; and N = 1800 hours to 0800 hours.~~

~~8.6a.3 Employees cannot be directed to work the Part-Time Roster. An employee who has elected to work part-time shall be returned to the employee's previous roster within fourteen days of a written request to the Department to do so.~~

~~8.6a.4 Having regard to the reduced hours worked, employees working the Part-Time Roster shall accrue leave on a pro rata basis.~~

- 8.7 Except for fire stations operating the Standard 10/14 roster system on the date of the making of this Award, the roster prescribed in subclause 8.3 of this clause shall not apply to fire stations which the Department determines shall be staffed by employees on a full-time basis for less than 168 hours per week and by Retained Firefighters for the balance of the week where the ordinary hours not exceeding 40 per week shall be worked as directed by the Department from time to time.
- 8.8 The average ordinary working hours of employees holding the classification of Recruit Firefighter shall be 40 hours per week. The rostered hours of work for Recruit Firefighters shall be arranged so that they shall not accrue 38 hour leave. The hourly rate of pay of an employee holding the classification of Recruit Firefighter shall be determined by dividing the weekly rate of pay for a Recruit Firefighter by 40.
- 8.9 Irrespective of which roster is for the time being applicable, the following general conditions shall apply:
- 8.9.1 In the event of an alarm, requiring any station to stand by or respond to an incident, being received at the station during roll call, the oncoming platoon shall, if required, respond to the incident. The off-going platoon shall remain on duty, if required, or until otherwise directed. Roll calls shall be conducted by the station bell being rung two minutes before rostered time to change shift.
- 8.9.2 The oncoming shift available in the station may attend roll call without any overtime penalty being incurred, but on completion of the roll call and the Officer-in-Charge being satisfied that there are adequate staff for the shift, the off-going shift shall then be dismissed.
- 8.9.3 No employee shall be charged with being absent from duty who misses the roll call at two minutes in the time set for the change of shift, provided that the employee is on station premises by the rostered time for the shift to commence. An employee retained beyond the ceasing time of the shift shall be paid overtime.
- 8.9.4 If, when the oncoming platoon reports at a station at the time prescribed for the change of shift, the other platoon is proceeding to or attending an incident or alarm, the oncoming platoon, if so ordered, shall after roll call, proceed to the incident and the

Officer or senior members of the platoon shall report, without delay, the arrival of the platoon to the Officer-in-Charge of the incident. The off-going platoon shall remain on duty at the incident until relieved.

- 8.9.5 The Officer-in-Charge of the incident may, if in that Officer's judgment it is expedient, hold both the oncoming and off-going platoons for duty at the incident. If the off-going platoon is not held at the incident or is not detained at the incident for duty elsewhere, it shall report back to the station and shall remain available until the other platoon returns or until otherwise directed, when it shall be dismissed.
- 8.9.6 In the event of one or more members of the ongoing platoon being absent an equal number of members in the platoon on duty shall be liable to be detained on duty until such time as they may be relieved. Nothing herein contained shall be deemed to sanction an unauthorised absence or to relieve the absent member from a liability to be charged with being absent without leave and dealt with accordingly.
- 8.10 The rosters provide for an amount of residual leave of 7.25 hours per annum, which is to be credited as consolidated leave, on the anniversary of the employee's date of commencement of employment by the Department notwithstanding the provisions of subclause 8.8.
- 8.11 Employees shall not ~~be permitted to~~ work in excess of sixteen (16) hours straight except in the case of a call to an incident or other emergency circumstances, or by agreement pursuant to subclause 8.12.
- 8.12 Employees may elect, but not be directed, to work in excess of sixteen (16) hours straight by way of overtime, an alternative roster or a change of shift agreement provided:
 - 8.12.1 that such employees have the Department's approval to do so; and
 - 8.12.2 that such employees have at least eight consecutive hours off duty between the cessation and recommencement of duty; and
 - 8.12.3 that no employee shall be permitted to work in excess of twenty four (24) hours straight except in the case of a call to an incident or other emergency circumstances, or a staff shortage pursuant to subclause 8.9.6.

8.13 Executive Officers

Executive Officers shall work an average of forty ordinary hours per week on a flexible basis according to the needs of the organisation on any day of the week or at any time of the day.

8.14 Change of Shift Agreements

Notwithstanding anything to the contrary elsewhere within this Award, two or more Non-Officers, Officers or Senior Officers (as the case may be) may enter into a full or part change of shift agreement with each other subject to the following conditions:

- 8.14.1 Employees shall apply in writing at least 24 hours prior to performing a full or part change of shift. This application, which may provide for multiple and/or recurring changes of shift, shall include the number of hours, the relevant times and date(s) and the names and signatures of both the employee(s) seeking the change and the employee(s) who shall be working in their stead.
- 8.14.2 An approved change of shift agreement shall operate so that:
 - 8.14.2.1 The employee who was originally rostered to work, but did not do so (Employee A) shall:
 - 8.14.2.1.1 be paid the wages they would otherwise have been paid pursuant to subclause 6.2.1 for that shift or part shift; and

- 8.14.2.1.2 accrue the leave they would otherwise have accrued pursuant to Clauses 17, 20 and 23 for that shift or part shift; and
- 8.14.2.1.3 subject to subclauses 12.6 and 8.14.2.2.2, be paid the Relieving Allowance as if they had worked that shift or part shift.
- 8.14.2.2 The off-duty employee who works in Employee A's stead (Employee B) shall:
 - 8.14.2.2.1 be recognised for all purposes other than those listed at subclauses 8.14.2.1 as if they had been rostered to work those hours, provided that any time so worked by Employee B in excess of Employee A's originally rostered hours will be paid as overtime pursuant to Clause 9; and
 - 8.14.2.2.2 subject to subclause 12.6, be paid the Relieving Allowance provided: firstly; that Employee B shall always assume Employee A's base station for the purposes of Clause 12; and secondly; if Employee A and Employee B satisfy the requirements of subclause 12.6 then only Employee B shall be paid the Relieving Allowance and, if applicable, only Employee B shall be considered to have performed an Outduty.
- 8.14.2.3 Employees may take leave (including annual and long service leave) during an operative change of shift agreement but shall not be permitted to work a change of shift while on such leave. Such employees shall not be required to make alternative arrangements (which, if necessary, shall be made instead by the Department) in the event that they or any other employee who is party to that agreement takes leave, scheduled or otherwise.
- 8.14.2.4 If Employee A takes annual leave or long service leave during an operative change of shift agreement then Employee A shall have both the hours they were rostered to work and the change of shift hours they had agreed to work for any other employee(s) deducted from Employee A's annual leave balance or long service leave balance.
- 8.14.2.5 If Employee B works an agreed change of shift for Employee A while Employee A is on annual leave or long service leave then Employee A shall be credited with the same number of annual leave or long service leave hours as worked by Employee B for Employee A.
- 8.14.2.6 If Employee B takes any form of leave (including, for example, sick leave) when scheduled to work an agreed change of shift for Employee A then those leave hours shall be deducted (but not paid) from Employee B's relevant leave balance.
- 8.14.3 Employees shall not be permitted to perform full or part changes of shift immediately prior to or following their own rostered shift unless that full or part change of shift is to be worked at the same station as that rostered shift.
- 8.14.4 An on duty employee who has arranged a part change of shift shall not be permitted to leave duty until properly relieved by the employee who has agreed to work in their stead.
- 8.14.5 If there is a call of fire or any other emergency that disturbs or prevents a previously arranged part change of shift, no arrangement shall be made, or be expected to be made, to recall another employee. Any inconvenience shall be borne by the employees concerned without redress.

8.14.6 The Department shall not refuse an application to perform a full or part change of shift without good and proper reason, but may cancel a previously approved change of shift on the same basis provided sufficient notice is given to the affected employees.

8.14.7 Subject to subclause 8.14.2.3, an employee who has entered into a change of shift agreement will remain bound by that agreement unless and until such time as the other employee(s) concerned agree, in writing, to terminate that agreement, or a change of shift is cancelled by the Department pursuant to subclause 8.14.6.

9. Overtime

9.1 ~~Overtime~~ Subject to subclause 9.2, overtime shall be paid for at the rate of time and one-half for the first two hours and at the rate of double time thereafter, provided that an employee who is required to work overtime shall be entitled to payment for at least 15 minutes of overtime on each occasion that the employee is called upon to work overtime. To avoid doubt, where work commences prior to the start of an employee's rostered shift and continues beyond the conclusion of that shift then the relevant rate of pay shall be determined by having regard to the entire period of overtime worked, so that any and all overtime worked in excess of two hours is paid at the rate of double time.

9.2 Any time worked by an employee in excess of 24 consecutive hours shall be paid for at the rate of double time, regardless of that employee's roster.

9.23 For meal allowance entitlements where an employee works for ~~more than two hours after the rostered finishing time of the shift~~ overtime, see Clause 10, Meals and Refreshments.

9.34 When it is reasonably necessary for an employee who has returned to the station either before or after the ceasing hour of the shift to clean up before leaving the station, and thereby justifiably leaves the station after the ceasing hour, the time so reasonably and necessarily occupied beyond the ceasing hour shall be paid for as overtime; ~~provided, however, that on return to the station the employee draws the situation to the attention of the Officer-in-Charge of the station and that during the next working shift applies in writing for the overtime due under this subclause, specifying the grounds of the claim; provided, further, that if an employee is prevented by duty or other reasonable cause from making the claim on the next working shift the employee shall make the claim on the next ensuing working shift.~~

12. Relieving Provisions

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12.4 Subject to the exceptions in subclause 12.4.1, employees cannot be directed to perform relief duty outside the Fire District to which they are attached.

12.4.1 Exceptions

~~12.4.1.1 Inspectors;~~

12.4.1.21 Relieving Employees (pursuant to subclause 12.1.1);

12.4.1.32 Employees (pursuant to subclause 12.1.2) who are placed upon a transfer register pursuant to clause 28, Transfers Outside of the GSA, and are claiming residential priority may be directed to relieve in an area to which that transfer register applies.

12.5 Notwithstanding the provisions of subclause 12.4, any employee may elect to perform relief duty outside the Fire District to which they are attached.

12.6 Relieving Allowance

12.6.1 The Relieving Allowance set at Item 16 of Table 3 of Part C shall be paid to:

12.6.1.1 a Relieving Employee for each rostered shift worked by the employee at the employee's base station and, except as provided for by subclause 12.6.2 or as otherwise provided by this Award, for each rostered shift on which the employee performs a relief duty at another station/location.

12.6.1.2 other employees on each occasion, except as provided for by subclause 12.6.2 or as otherwise provided by this Award, when such employees perform an ~~outduty~~ Outduty in terms of subclause 12.1.2.

12.6.2 Unless otherwise provided in this Award, the Relieving Allowance prescribed in subclause 12.6.1 shall not be paid to either a Relieving Employee (or other employee pursuant to subclause 12.1.2) in cases where the employee is compensated for excess travelling time and/or payment for travel/accommodation expenses in accordance with the provisions of Clause 26, Travelling Compensation.

12.7 Unless specifically provided for elsewhere in this clause, when a Relieving Employee (or other employee pursuant to subclause 12.1.2) is required to perform relief duty on a rostered shift at another station/location:

12.7.1 included within a Matrix and for which an agreed distance therefore exists, the employee shall be entitled to, in addition to the relieving allowance, payment of the Kilometre Allowance set out at Item 2 of Table 3 of Part C, for that agreed distance.

12.7.2 not included within a Matrix or where the base station/location and other stations/locations are in separate Matrices and therefore not covered by subclause 12.7.1:

12.7.2.1 with prior notice, the employee shall be entitled to payment of: ~~the relieving allowance payment plus, if applicable, payment of the Kilometre Allowance set out at Item 2 of Table 3 of Part C for any excess distance travelled. For the purposes of this subclause, excess distance shall be any distance actually and reasonably travelled by the employee to the relief station/location in excess of that normally travelled by the employee to report for duty at the employee's base station/location.~~

12.7.2.1.1 the Relieving Allowance; and

12.7.2.1.2 if required to transport the employee's gear in order to perform the relief duty, the Kilometre Allowance set out at Item 2 of Table 3 of Part C, for the distance travelled on the forward journey from the station/location at which the gear is located to the relief station/location; and

12.7.2.1.3 for travel other than for the transport of the employee's gear, the Kilometre Allowance set out at Item 2 of Table 3 of Part C for any excess distance travelled. For the purposes of this subclause, excess distance shall be any distance actually and reasonably travelled by the employee to the relief station/location in excess of that normally travelled by the employee to report for duty at the employee's base station/location; and

12.7.2.1.4 if the Department is unable to transport the employee's gear back to the station/location at which the gear was located, the Kilometre Allowance set out at Item 2 of Table 3 of Part C, for the return kilometres equal to the forward journey.

12.7.2.2 without prior notice, the employee shall be entitled to, in addition to the relieving allowance, payment of the Kilometre Allowance set out at Item 2 of Table 3 of Part C, for the distance actually travelled.

12.7.2.3 For the purpose of this subclause "prior notice" means notice given whilst the employee was on duty, either during their rostered hours of work or whilst on overtime.

12.7.2.4 For the purposes of subclauses 12.7.2.1.2 and 12.7.2.1.4 only, if an employee elects to perform relief duty outside of the fire district to which they are attached then the employee's base station/location shall be the closest permanently staffed station to their primary residence.

~~12.7.2.34~~ the provisions of 12.7.2.1 are to be read in conjunction with the provisions of subclause 12.8.

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12.16 The Relieving Allowance set at Item 16 and the Kilometre Allowance set at Item 2 of Table 3 of Part C, ~~are in~~ include compensation for excess travelling time and the cost of excess travel to and from the station/locations at which relief duties are performed on a rostered shift.

12.17 Performance of Outduties.

12.17.1 An employee cannot be directed to perform more than twelve (12) ~~outduties~~ Outduties in any Calendar year, unless the employee is a Leading Station Officer who is performing higher duties pursuant to Clause 7.

12.17.2 Notwithstanding the provisions of 12.17.1, an employee may elect to perform more than twelve (12) ~~outduties~~ Outduties in any Calendar year;

12.18 The provisions of this clause do not apply in cases where an employee acts up in a position following an expression of interest pursuant to subclause 7.10.2 or where an employee acts up as an Executive Officer, or where an employee, not being a Relieving Employee, acts up at the employee's base station/location.

12.19 Unless specifically provided for by this ~~clause~~ Clause, the provisions of ~~this clause~~ Clause 12, Relieving Provisions and Clause 26, Travelling Compensation, shall be mutually exclusive. That is, an employee ~~who is~~ shall be entitled to ~~make a~~ claim, in relation to a particular situation, under ~~the provisions of~~ either Clause 12, or Clause 26, ~~Travelling Compensation~~, shall not be entitled to ~~make any~~ claim under ~~the provisions of this clause, or vice versa~~ both.

12.20 Notwithstanding subclause 12.19, a relieving employee who:

12.20.1 is directed to perform relief duty outside the fire district to which they are attached and who is entitled to claim the provisions of subclause 26.3.1; and/or

12.20.2 is directed to perform overtime at a temporary work location before the normal commencing time of their rostered shift and who is entitled to claim the provisions of subclause 26.3.1.1;

shall be paid such entitlements and retain the entitlements of Clause 12.

~~12.2021~~ Where an employee is required to use the employee's private vehicle to perform a "Stand By", ~~as defined in Clause 4, Definitions~~, compensation shall only be in terms of ~~subparagraph~~ subclause 6.6.2.1.

12a. Interstate and International Deployments

12a.1 Subject to subclause 12a.2, the provisions of this Clause shall apply to employees who are invited and who elect to respond to an extended interstate or international emergency as part of a deployment.

12a.2 In the case of routine cross-border incidents and/or interstate or international deployments of less than 48 hours and/or direction to respond to an interstate or international emergency, employees shall remain entitled to the general provisions of this Award and the special provisions of this Clause shall not apply.

12a.3 Employees shall be paid for travelling time to and from the emergency:

12a.3.1 on the day of departure until midnight Sydney time, in accordance with Clause 26, provided that subclauses 26.1.4, 26.1.7 and 26.2 shall not apply; and

12a.3.2 on any day between the day of departure to and the day of return from the deployment, in accordance with subclause 12a.4.2; and

12a.3.3 on the day of return, in accordance with Clause 26, provided that subclauses 26.1.4, 26.1.7 and 26.2 shall not apply.

12a.4 Employees shall be paid for work performed:

12a.4.1 on the day of departure until midnight Sydney time, at single time during their rostered hours of work pursuant to Clause 8, and at overtime rates otherwise; and

12a.4.2 for each day between the day of departure to and the day of return from the deployment, all time at single time, provided that:

12a.4.2.1 employees shall receive a minimum payment for each day equal to 16 hours per day, regardless of the hours actually worked; and

12a.4.2.2 any time actually worked at the direction of an employee's authorised supervisor in excess of 16 hours shall be paid at double time; and

12a.4.2.3 employees on double time pursuant to subclause 12a.4.3.2 who resume or continue work without having had 8 consecutive hours off duty shall continue to be paid at the rate of double time until released from duty for such period, and such employees shall be entitled to remain off duty for eight consecutive hours without loss of pay at subclause 12a.4.3.1; and

12a.4.3 from midnight Sydney time on the day of return, at single time during their rostered hours of work pursuant to Clause 8, and at overtime rates otherwise.

12a.5 Accommodation for Interstate Deployments

12a.5.1 Employees on interstate deployment who are not provided with accommodation of a standard comparable to that required in NSW shall be paid the relevant accommodation allowance set at Item 7 of Table 4 of Part C or, if the deployment location is not listed in Table 4, the reasonable accommodation allowance for that location as published by Australian Taxation Office (ATO).

12a.5.2 Employees who are provided with accommodation shall be paid the Incidental Expenses Allowance set at Item 8 of Table 4 of Part C, for each day of attendance.

12a.6 Meals for Interstate Deployments

12a.6.1 Employees on interstate deployment shall be provided with substantial meals for breakfast, lunch and dinner throughout the period of deployment.

12a.6.2 For each meal not provided in accordance with subclause 12a.6.1, the Meal Allowance set at Item 14 of Table 3 of Part C shall be paid.

12a.6.3 Where employees are required to work between the meals provided for in subclause 12a.6.1, such employees shall be entitled to the refreshments and meals prescribed by subclause 10.1.

12a.7 Deployment Allowance for International Deployments

Employees on international deployment shall be paid the Deployment Allowance set at Item 19 of Table 3 of Part C for each calendar day, or part thereof, from the day of departure until the day of return, inclusive.

12a.78 Additional Provisions

12a.78.1 While interstate or international deployment does not in itself attract the relieving allowance, a Relieving Employee shall continue to be paid the relieving allowance for those days on which the Relieving Employee would normally have been rostered for duty.

12a.78.2 An employee in receipt of any of the allowances set at subclauses 6.6.3 to 6.6.13 (inclusive) immediately prior to their deployment shall continue to be paid those allowances.

12a.78.3 An employee who was performing higher duties immediately prior to their deployment shall continue to be paid at that rate of pay of the rank or classification in which the higher duties were being performed.

12a.78.4 Any time worked pursuant to subclause 12a.4.2 shall only be compensated for by subclause 12a.4.2, provided that an employee shall continue to accrue leave as if they had worked their rostered hours of work pursuant to Clause 8.

12a.78.5 The provisions of subclause 6.8 notwithstanding, the Commissioner may approve an additional payment for an Executive Officer who, while on interstate or international deployment, worked additional hours to those contemplated by subclause by 6.8.2.

12a.78.6 Any stand off period shall be determined by the Commissioner having regard to each employee's actual hours of work prior to and during their deployment, and to their rostered hours of work following their deployment. Employees who are granted stand off time shall do so without loss of pay for ordinary working time during such absence.

13. Progression and Promotion Provisions

...

Senior Firefighter to Leading Firefighter

13.7 Progression from Senior Firefighter to Leading Firefighter shall be subject to: firstly; at least twenty four (24) months service with Fire and Rescue NSW as a Senior Firefighter as of the closing date for applications pursuant to subclause 13.7.1; secondly, application and acceptance as a result of the tests conducted pursuant to subclause 13.7.3; and thirdly, the satisfactory completion of the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for progression to Leading Firefighter.

13.7.1 Applications for progression to Leading Firefighter shall be called for from eligible Senior Firefighters in Commissioner's Orders, with the closing date for applications to follow four weeks thereafter. The number and location of Leading Firefighter positions available shall be specified in the same Commissioner's Orders, and shall be solely dependent on the staffing needs of the Department.

- 13.7.2 A Senior Firefighter with at least twenty four (24) months service with Fire and Rescue NSW at that rank shall be eligible to apply for any Leading Firefighter position except where:
- 13.7.2.1 the Leading Firefighter position available is located within the GSA, in which case the applicant must be either:
 - 13.7.2.1.1 permanently attached to a station within the GSA; or
 - 13.7.2.1.2 the permanent occupant of an Operational Support position; or
 - 13.7.2.2 the Leading Firefighter position available is located outside of the GSA, in which case the applicant must be permanently attached to a station within the Transfer Register area in which the Leading Firefighter position is available.
- 13.7.3 The successful applicants for progression to Leading Firefighter at each location shall be determined by order of the scores achieved by applicants for that location in tests ~~conducted by an independent assessment centre and~~ specified by the Commissioner following consultation between the Department and the Union. The Department shall accept the same number of applicants for a location as there were positions advertised for that location in accordance with subclause 13.7.1, provided that for each subclause 13.7.2.1.2 applicant initially accepted the Department shall also accept one further subclause 13.7.2.1.1 applicant, so that the final number of 13.7.2.1.1 applicants accepted shall be equal to the number of positions advertised.
- 13.7.4 Senior Firefighters accepted at subclause 13.7.3 who subsequently fail to satisfactorily complete the training and/or training competencies specified for progression to Leading Firefighter within a reasonable time shall cease to be eligible for such progression unless and until such time as they successfully re-apply pursuant to subclauses 13.7.1, 13.7.2 and 13.7.3.

Leading Firefighter to Station Officer

- 13.8 Promotion from Leading Firefighter to Station Officer shall be determined by the merit selection process specified by the Commissioner following consultation between the Department and the Union and shall be subject to the occurrence of a vacancy and the satisfactory completion of the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for progression to Station Officer.
- 13.8.1 ~~Applications~~ Subject to subclause 28.7, applications for promotion to Station Officer shall be called for from eligible Leading Firefighters in Commissioner's Orders, with the closing date for applications to follow four weeks thereafter. The number (and, if located in areas outside of the GSA and Regional Transfer Register areas listed at subclause 28.2.2, both the number and the location) of Station Officer positions available shall be specified in the same Commissioner's Orders, and shall be solely dependent on the staffing needs of the Department.
 - 13.8.2 The reference to "eligible Leading Firefighters" in subclause 13.8.1 means Leading Firefighters with at least twelve (12) months ~~operational~~ service with Fire and Rescue NSW at that rank ~~and/or Leading Firefighters holding an Operational Support Level 2a or Level 3a position and/or Leading Firefighters who are permanently unfit for operational service.~~
 - 13.8.3 Leading Firefighters who successfully apply pursuant to subclause 13.8.1 (or and Senior Firefighters who successfully apply pursuant to subclause 28.7.2) and who subsequently fail to attain promotion to Station Officer within a reasonable time shall

cease to be eligible for such promotion. Nothing shall prevent such Leading Firefighters (or Senior Firefighters) from re-applying pursuant to subclause 13.8.1.

Station Officer to Leading Station Officer

- 13.9 Progression from Station Officer to Leading Station Officer shall be subject to: firstly; at least twelve (12) months service with Fire and Rescue NSW as a Station Officer as of the closing date for applications pursuant to subclause 13.10.1; secondly, application and acceptance ~~as a result of the merit selection process specified by the Commissioner following consultation between the Department and the Union~~ pursuant to subclause 13.9.3; thirdly, the satisfactory completion of the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for progression to Leading Station Officer; and finally, in the case of a Station Officer who applies pursuant to subclause 13.9.2.1.2 or 13.9.2.1.3, transfer to a station within the GSA.
- 13.9.1 Applications for progression to Leading Station Officer shall be called for from eligible Station Officers in Commissioner's Orders, with the closing date of applications to follow four weeks thereafter. The number and location of Leading Station Officer positions available shall be specified in the same Commissioner's Orders, and shall be solely dependent on the staffing needs of the Department.
- 13.9.2 A Station Officer with at least twelve (12) months service with Fire and Rescue NSW at that rank shall be eligible to apply for any Leading Station Officer position except where:
- 13.9.2.1 the Leading Station Officer position available is located within the GSA, in which case the applicant must be either:
 - 13.9.2.1.1 permanently attached to a station within the GSA; or
 - 13.9.2.1.2 permanently attached to a station located both outside of the GSA and outside of a Regional Transfer Register Area; or
 - 13.9.2.1.3 the permanent occupant of an Operational Support Level 1 or Level 2 position; or
 - 13.9.2.1.4 the permanent occupant of an Operational Support Level 2a or Level 3a position; or
 - 13.9.2.2 the Leading Station Officer position available is located outside of the GSA but within a Regional Transfer Register Area, in which case the applicant must be permanently attached to a station within that Regional Transfer Register area; or
 - 13.9.2.3 the Leading Station Officer position available is a Country Officer position (as defined by subclause 28.7.2.1) and there is no Station Officer vacancy at that station, in which case the applicant must be permanently attached to that station.
- 13.9.3 The successful applicants for progression to Leading Station Officer at each location shall be determined by the ~~merit~~ selection process conducted at each location and specified by the Commissioner following consultation between the Department and the Union. The Department shall accept the same number of eligible applicants for a location as there were positions advertised for that location in accordance with subclause 13.9.1.
- 13.9.4 Station Officers accepted at subclause 13.9.3 who subsequently fail to satisfactorily complete the training and/or training competencies specified for progression to Leading Station Officer within a reasonable time shall cease to be eligible for such

progression unless and until such time as they successfully re-apply pursuant to subclauses 13.9.1, 13.9.2 and 13.9.3.

Leading Station Officer to Inspector

13.10 Promotion from Leading Station Officer to Inspector shall be determined by the merit selection process specified by the Commissioner following consultation between the Department and the Union and shall be subject to the occurrence of a vacancy and the satisfactory completion of the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for progression to Inspector.

13.10.1 ~~Applications~~ Subject to subclause 28.7, applications for promotion to Inspector shall be called for from eligible Leading Station Officers in Commissioner's Orders, with the closing dates of applications to follow four weeks thereafter. The number (and, if located in areas outside of the GSA and the Newcastle, Central Coast and Illawarra Transfer Register areas, both the number and the location) of Inspector and/or Operational Support Inspector positions available shall be specified in the same Commissioner's Orders, and shall be solely dependent on the forward planning needs of the Department.

13.10.2 The reference to "eligible Leading Station Officers" in subclause 13.10.1 means Leading Station Officers with at least twelve (12) months ~~operational~~ service with Fire and Rescue NSW at that rank ~~and/or Leading Station Officers holding an Operational Support Level 2a or Level 3a position and/or Leading Station Officers who are permanently unfit for operational service.~~

13.10.3 Leading Station Officers who successfully apply pursuant to subclause 13.10.1 (or Station Officers who successfully apply pursuant to subclause 28.7.3 or 28.7.4) who subsequently fail to attain promotion to Inspector within a reasonable time shall cease to be eligible for such promotion. Nothing shall prevent such Leading Station Officers (or Station Officers) from re-applying pursuant to subclause 13.10.1.

Inspector to ~~Executive Officer~~ Superintendent

13.11 Promotion from Inspector to ~~Chief~~ Superintendent ~~or Superintendent~~ shall be determined by the merit selection process specified by the Commissioner following consultation between the Department and the Union.

Chief Superintendent

13.12 Promotion from Inspector or Superintendent to Chief Superintendent shall be determined by the merit selection process specified by the Commissioner following consultation between the Department and the Union.

General Provisions

13.~~12~~13 While the progression/promotion provisions specified in this clause refer to minimum periods of service as one of the requirements for such progression/ promotion, the Department and the Union acknowledge and accept that:

13.~~12~~13.1 as the competency standards/levels required by Fire and Rescue NSW are determined and established for each classification, the requirement for minimum periods of service may, on specification by the Commissioner following consultation between the Department and the Union in each case, no longer apply.

13.~~12~~13.2 the competency standards/levels required by Fire and Rescue NSW for each classification shall be those as determined from time to time by the Commissioner on the advice of the Training Review Committee.

13.13.3 an employee with prior employment in the firefighting industry may apply to have the minimum periods of service required for their progression to Qualified Firefighter and/or to Senior Firefighter reduced. The extent of any reduction, which shall not be retrospective, shall be determined by the Commissioner after taking into account all of the circumstances of the employee's prior employment.

~~13.13~~14 In all cases, progression/promotion shall, in addition to the provisions specified for such progression/promotion, also be subject to satisfactory service.

~~13.14~~15 The date that an employee satisfactorily completes the required training and/or training competencies shall be the date that the employee applied to be assessed and not the actual date of their assessment. Where an employee is assessed as not yet competent in any of the required training and/or training competencies then, provided the firefighter requests re-assessment within one month of the 'not yet competent' assessment, the date of satisfactory completion will be set back by one month after the date the firefighter first applied to be assessed.

~~13.15~~16 The reference to "reasonable time" in subclauses 13.5, 13.7.4, 13.8.2, 13.9.4 and 13.10.2 means, in each instance, a period in excess of twelve (12) months. The excess time to be allowed shall be determined by the Commissioner after taking into account all of the circumstances of the case of the employee concerned.

~~13.16 The reference to "operational service" in subclauses 13.8.2 and 13.10.2 means time spent in a position that is not an Operational Support position.~~

...

14. Operational Support Positions

...

14.8 ~~All~~Time spent ~~from the commencement date of this Award by an occupant in an Operational Support Position~~ position shall count for the minimum periods of service required ~~in each rank pursuant to~~ by Clause 13 Progression and Promotion.

14.9 Occupants of Operational Support positions who are temporarily directed to ~~reassigned or otherwise undertake operational firefighting duties and/or attending any incident (as defined by this Award) shall revert to, and function~~ in the capacity of their substantive operational rank, not their Operational Support position, shall continue to be paid at their Operational Support position's rate of pay ~~for the duration of that incident.~~

14.9a Occupants of Operational Support positions who request and who are permitted to temporarily resume operational firefighting duties shall revert to, and be paid at the rate of, their substantive operational rank for the duration of such resumption. Provided that this subclause shall not apply in the case of interstate and international deployments pursuant to Clause 12a.

14.10 Occupants of Operational Support Level 1, Level 2, Level 2a and Level 3a positions may with twenty eight days notice ~~at any time~~ elect to relinquish their Operational Support position and resume operational firefighting duties ~~duty in, and be paid the rate for, at the employee's~~ their substantive rank.

14.11 Urban Search and Rescue Training (only) may be delivered by "casual" instructors, who will be paid at the Operational Support Level 2 rate of pay (plus applicable allowances) while performing USAR instructor duties and at their substantive rank's rate of pay (plus applicable allowances) at all other times.

14.12 The classification of Operational Support Level 3 was reclassified as Operational Support Inspector on 14 November 2014, with future vacancies being restricted to applications from employees holding the rank of Leading Station Officer or Inspector, or from Station Officers with at least 24 months service with Fire and Rescue as a Station Officer and who have successfully applied for progression to Leading Station Officer pursuant to subclause 13.9.3 but

who are yet to successfully complete the training and/or training competencies required for that progression, or otherwise in accordance with subclause 28.7.4.

17. Annual Leave

- 17.1 The provisions of subclauses 17.2 to 17.8-11 inclusive shall not apply to Executive Officers. The provisions of subclauses 17.9-12 to 17.13-17 inclusive shall not apply to Operational Firefighters. The provisions of subclauses ~~17.14 and 17.15-18~~ shall apply to all employees.

Operational Firefighters

- 17.2 Annual leave to the extent of 190 hours full pay shall accrue to each employee in respect of each completed year of service. This annual leave shall be added to the 91.2 hours on full pay of ~~38~~ thirty-eight hour week leave referred to at subclause 8.1, resulting in a combined entitlement of 281.2 hours leave which shall be known as "Annual Leave." Employees shall over a 64 week cycle accrue 344.91 hours of this combined "Annual Leave", 336 hours of which shall be taken in accordance with the leave roster ~~in operation at the commencement of this Award until that leave roster has been replaced with the amended leave roster~~ at subclause 17.2-13, and the residual 8.91 hours of which shall be converted to an annual amount of 7.25 hours per annum which shall be credited to each employee as consolidated leave on the anniversary of the employee's date of commencement of employment as an Operational Firefighter.

- ~~17.2-13~~ The ~~amended~~ leave roster shall require each employee to be allocated a leave group which shall operate over a 64 week cycle, during which time ~~an~~ each employee shall work 1344 hours over a 32 week period, then take 192 hours of combined annual leave and 38 hour leave over a four week period, then work 1008 hours over a 24 week period, followed by 144 hours of combined annual leave and 38 hours leave over a four week period.

~~17.2.2 The Department shall ensure that no employee is disadvantaged in terms of leave or pay as a result of their transition to the amended leave roster.~~

- 17.4 The Department may change an employee's leave group with reasonable notice provided that the following leave adjustments are made in order to ensure that employees conclude each period of "Annual Leave" neither in deficit nor credit for the thirty-eight hour week leave component (only) of their "Annual Leave" balance:

17.4.1 If the change of leave group delays the taking of annual leave and would therefore result in the accrual of additional thirty-eight hour week leave then the employee will not accrue that additional leave and will instead be credited with an equal number of hours of consolidated leave; and

17.4.2 If the change of leave group causes annual leave to be taken earlier, and before the employee would have accrued sufficient "Annual Leave", then the thirty-eight hour week leave component (only) of the employee's "Annual Leave" balance shall be zeroed at the conclusion of that annual leave period.

- ~~17.35~~ Where the commencing date of the rostered period of annual leave occurs whilst an employee is on sick leave and does not return to duty within seven days of such date, the employee concerned shall be entitled to elect whether to proceed immediately on annual leave or to commence annual leave on one of the next six succeeding Fridays.

- 17.46 Employees other than those stationed at Broken Hill or Moree shall on each anniversary of their appointment to the service be ~~entitled to sixteen working hours annual leave, to be credited as with 16 hours~~ consolidated leave; in addition to the period of annual leave prescribed by subclause 17.2, ~~provided that:~~

~~17.4.1 Employees who were members of the service as at 30 November 1975, shall become entitled to such additional leave on each anniversary of their appointment to the service which occurs after 30 November 1975.~~

~~17.4.2 Employees who joined the service after 30 November 1975, shall become entitled to such additional leave on each anniversary of their appointment to the service.~~

~~Employees Stationed at Broken Hill or Moree~~

~~17.57~~ Employees stationed at Broken Hill or Moree shall, on each anniversary of their appointment to the service be credited with 38.75 hours consolidated leave in addition to the period of annual leave prescribed by subclause 17.2. ~~in addition to the period of additional annual leave prescribed by subclause 17.4 be allowed sixteen working hours additional leave of absence; provided that proof of travelling time is furnished to the Department, and provided further that:~~

~~17.5.1 Employees stationed at Broken Hill after 30 November 1975, and who proceed on annual leave whilst so stationed shall become entitled to such additional leave allowance on each anniversary of their appointment to the service which occurs after 30 November 1975. In the case of employees stationed at Moree, such entitlement shall commence from 24 February 2004.~~

~~17.6 Further to the provisions of subclause 17.5:~~

~~17.6.1 As a matter of practicality in the case of Broken Hill and Moree, because annual leave is not taken on an annual basis, the sixteen working hours per annum should be further converted to fourteen hours in respect of each period of annual leave so actually taken.~~

~~17.6.2 If a working night shift occurs on the roster immediately before or immediately after the period of four weeks' leave rostered to be taken, or both before and after such period, such night shift, or one of such night shifts at the employee's option may be taken off duty.~~

~~17.6.3 If, however, no night shift so occurs, but day shifts fall as the working shifts immediately before and after the rostered annual leave period, the employee should be allowed, optionally, to take off either one or both day shifts.~~

~~17.6.4 If the employee elects to take off one day shift, that will be credited with four hours' accrued annual leave, and if the employee elects to take two day shifts, accrued annual leave will be reduced by six hours.~~

~~17.78~~ The taking of annual leave is subject to Departmental requirements and, when unforeseen circumstances arise, may be rescheduled by authority of the Commissioner-, provided that the adjustment mechanism set out at subclause 17.4 shall then apply.

~~17.89~~ In the event of the termination of the employment of any employee for any cause with less than twelve months' service from the date of the last leave accrued, the employee shall be paid pro rata for leave for each month of service.

17.10 Occupants of Operational Support positions may apply in writing to take their annual leave at some other time and, if approved, such leave shall be deemed to have been taken in accordance with the leave roster, provided that:

17.10.1 employees' leave balances shall always be adjusted in accordance with the actual hours taken; and

17.10.2 employees must take at least four weeks annual leave in each twelve month period; and

17.10.3 annual leave taken under this subclause shall be taken either in one consecutive period or two periods which shall be of three weeks and one week respectively, or if the employee and the Department so agree, in either two, three or four separate periods and not otherwise; and

17.10.4 up to 410 hours of annual leave may be accrued before the Commissioner may direct an employee to take annual leave at a time convenient to the Department, in which case the Commissioner shall provide the employee at least 28 days notice.

17.11 Employees may apply in writing to swap one or more sets of shifts within their next three leave groups, and, if approved, the swapped leave shall be deemed to have been taken in accordance with the employee's own leave group.

Executive Officers

17.912 Executive Officers shall accrue annual leave on full pay at the rate of twenty five (25) working days per year.

17.4013 Executive Officers shall accrue annual leave from month to month only, but for the purpose of calculating annual leave which may be due on the cessation of employment, credit shall be given for periods of service of less than one (1) month.

17.4114 Executive Officers may accrue annual leave up to a maximum of forty (40) working days. Unless approved otherwise by the Commissioner, the right to take any accrued annual leave in excess of forty (40) working days shall be forfeited.

17.4215 The Commissioner may direct an Executive Officer to take such leave as is convenient to the workings of the Department.

17.4316 Executive Officers shall not be granted annual leave for any period of less than a quarter day or in other than multiples of a quarter day.

17.4417 Where application is made by an employee in writing to the Commissioner that, by reasons of special circumstances, which shall be specified, the Commissioner may authorise, in writing, the taking of annual leave at some other time to be determined by the Commissioner for the purpose of this Award, such leave shall be deemed to have been taken in accordance with the leave roster.

All Employees

17.4518 Prior to an employee entering upon a period of annual leave, the employee may elect to be paid with respect of the period of leave in one of the following ways:

17.4518.1 in full when the employee commences the period of leave; or

17.4518.2 at the same time as the employee's normal pay would have been paid if the worker had remained on duty.

28. Transfers Outside of the GSA

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28.3.5 An employee who accepts an offer of transfer pursuant to subclause 28.3.4 shall be released from their current position within twenty eight (28) days and transferred to that Transfer Register area. Declining an offer of transfer shall not affect result in an employee's position on removal from the relevant Transfer Register; provided that employees who decline three successive offers of transfer shall be removed from that Transfer Register. Employees who are so removed and who subsequently re-apply for placement on that Transfer Register will be required pursuant to subclause 28.4.6 to seek and hold residential priority for two years following their re-application in order to be elevated to that Residential Transfer Register.

...

28.4.4 Employees holding residential priority status on any Transfer Register will be removed from that Transfer Register if they must fail to submit a further report pursuant to subclause 28.4.1 immediately upon within three months of their:

28.4.4.1 change ~~of address, meaning a change~~ in the location of their primary residence, even where the change did not affect the employee's residential priority status; or

28.4.4.2 transfer from the GSA to a Country or Regional Transfer Register area; or

28.4.4.3 transfer from one Country or Regional Transfer Register area to another Country or Regional Transfer Register area.

...

28.6 ~~Regional~~ Newcastle Communication Centres and BA/Hazmat

~~This subclause prescribes the transfer arrangements which shall apply for all firefighter or Station Officer vacancies which occur within Newcastle Communication Centre and Regional BA/Hazmat Sections.~~

28.6.1 ~~Upon the occurrence of a vacancy~~ Vacancies in the Newcastle Communication Centre, ~~transfers~~ shall initially be advertised in Commissioner's Orders and open to all eligible employees (Non-Officers or Officers, as the case may be) and offered in the following order:

28.6.1.1 ~~Firstly, to all employees who are stationed within the Newcastle Regional Transfer Register area in which the vacancy exists.~~ Where there are more ~~suitable~~ applicants than positions available, ~~interviews~~ merit selection shall ~~be held to~~ determine the successful applicant.

28.6.1.2 In the event that no suitable applications are received at subclause 28.6.1.1, or that the merit selection process finds those who did apply unsuitable, ~~none of the local applicants meet the essential criteria, as agreed between the Department and the Union, the vacancy shall then be offered to all employees on the relevant Residential Transfer Register, with the first offer to be made to the highest placed applicant who meets the essential criteria and, if declined, to the next highest placed applicant who meets the essential criteria and so on until such time as the vacancy is filled.~~

28.6.1.3 ~~In the event that all employees on that area's Residential Transfer Register decline the offer of transfer, or that none of the Residential Transfer Register applicants meet the essential criteria, as agreed between the Department and the Union, the vacancy shall then be offered to all employees on the relevant General Transfer Register, with the first offer to be made to the highest placed applicant who meets the essential criteria and, if declined, to the next highest placed applicant who meets the essential criteria and so on until such time as the vacancy is filled.~~

28.6.1.4 ~~In the event that all employees on that area's General Transfer Register decline the offer of transfer, or that none of the General Transfer Register applicants meet the essential criteria, as agreed between the Department and the Union, the vacancy shall then be advertised by way of internal memorandum to all Communication Centre or BA/Hazmat employees (as the case may be). Where there are more suitable applicants than positions, interviews shall be held to determine the successful applicant.~~

~~28.6.1.5 In the event that all Communication Centre or BA/Hazmat employees (as the case may be) decline the offer of transfer, the vacancy shall then be re-advertised in Commissioner's Orders for and open to all eligible employees through In Orders.~~

~~28.6.1.6~~ Successful applicants will be required to successfully complete the required training, and on appointment, to serve in the Newcastle Communication Centre ~~relevant Centre/Section~~ for a minimum period of three years. Provided that if the transfer is made in accordance with subclause 28.6.2 ~~1.4~~ then ~~the cumulative total service will be a minimum period of three years.~~

28.6.3.1 an employee accepts an offer of transfer in the interim will be released pursuant to subclause 28.3.5; and

28.6.3.2 any subsequent transfer from the Newcastle Communication Centre will be to the GSA unless provided otherwise by this Clause.

28.7 Country Officers, Country Senior Officers and Operational Support Staff

28.7.1 Vacancies which occur amongst any of the positions listed at subclauses 28.7.2, 28.7.3 and 28.7.4 shall be advertised through Commissioner's Orders and filled by merit selection.

28.7.2 Country Officers

28.7.2.1 Country Officers, being all Station Officer positions located in areas outside of the GSA and the Regional areas listed at subclause 28.2.2, for which ~~Station Officers, Leading Station Officers and Leading Firefighters~~ the following employees shall be eligible to apply; ~~and~~:

28.7.2.1.1 Station Officers;

28.7.2.1.2 Leading Station Officers;

28.7.2.1.3 Leading Firefighters; and

28.7.2.1.4 Senior Firefighters with at least 36 months service with Fire and Rescue NSW as a Senior Firefighter who have been accepted for progression to Leading Firefighter pursuant to subclause 13.7.3 but who are yet to successfully complete the training and/or training competencies required for that progression.

28.7.2.2 In the event that no employees apply for a Country Officer position at subclause 28.7.2.1, or that the merit selection process finds those who did apply unsuitable for the Country Officer position in question, the vacancy shall be readvertised through Commissioner's Orders and filled by merit selection from all remaining Senior Firefighters with at least 36 months service with Fire and Rescue NSW as a Senior Firefighter as of the closing date for applications.

28.7.2.3 A Senior Firefighter who successfully applies for a Country Officer vacancy pursuant to subclause 28.7.2.1 or 28.7.2.2 shall be required to successfully complete the training and/or training competencies required for progression to Leading Firefighter prior to their transfer to the station/location and performance of the duties of the vacant Country Officer position pursuant to subclause 7.5.2, provided that a Senior Firefighter who successfully applies for a Country Officer vacancy pursuant to subclause 28.7.2.2 and who then successfully completes the Leading Firefighter training and/or training competencies shall not be progressed to Leading Firefighter and/or

promoted to Station Officer until their successful completion of the training and/or training competencies required for promotion to Station Officer.

28.7.3 Country Senior Officers

28.7.2.3.1 Country Senior Officers, being all Inspector positions located outside the GSA and the Newcastle, Central Coast and Illawarra Transfer Register areas, for which ~~Inspectors and Leading Station Officers~~ the following employees shall be eligible to apply; ~~and~~:

28.7.3.1.1 Inspectors;

28.7.3.1.2 Leading Station Officers; and

28.7.3.1.3 Station Officers with at least 24 months service with Fire and Rescue NSW as a Station Officer and who have successfully applied for progression to Leading Station Officer pursuant to subclause 13.9.3 but who are yet to successfully complete the training and/or training competencies required for that progression.

28.7.3.2 In the event that no Inspectors or Leading Station Officers apply for a Country Senior Officer position at subclause 28.7.3.1, or that the merit selection process finds those who did apply unsuitable for the Country Senior Officer position in question, the vacancy shall be readvertised through Commissioner's Orders and filled by merit selection from all remaining Station Officers with at least 24 months service with Fire and Rescue NSW as a Station Officer as of the closing date for applications.

28.7.3.3 A Station Officer who successfully applies for a Country Senior Officer vacancy pursuant to subclause 28.7.3.1 or 28.7.3.2 shall be required to successfully complete the training and/or training competencies required for progression to Leading Station Officer prior to their transfer to the station/location and performance of the duties of the vacant Country Senior Officer position pursuant to subclause 7.5.3, provided that a Station Officer who successfully applies for a Country Senior Officer vacancy pursuant to subclause 28.7.3.2 and who then successfully completes the Leading Station Officer training and/or training competencies shall not be progressed to Leading Station Officer and/or promoted to Inspector until their successful completion of the training and/or training competencies required for promotion to Inspector.

28.7.4 Operational Support staff

28.7.2.3.4.1 Operational Support staff, being all positions defined as such by Clause 14 of this Award.

28.7.4.2 In the event that no Inspectors, Leading Station Officers or eligible Station Officers (as defined by subclause 14.12) apply for an Operational Support Inspector position, or that the merit selection process finds those who did apply unsuitable for the Operational Support Inspector position in question, the vacancy shall be readvertised through Commissioner's Orders and filled by merit selection from Station Officers with at least 24 months service with Fire and Rescue NSW as a Station Officer as of the closing date for applications.

28.7.4.3 A Station Officer who successfully applies for an Operational Support Inspector vacancy pursuant to subclause 28.7.4.1 or 28.7.4.2 shall be required to successfully complete the training and/or training competencies required for progression to Leading Station Officer prior to their transfer to and performance of the duties of the vacant Operational Support Inspector position pursuant to subclause 7.5.4, provided that a Station Officer who successfully applies for an Operational Support Inspector vacancy pursuant to subclause 28.7.4.2 and who then successfully completes the Leading Station Officer training and/or training competencies shall not be progressed to Leading Station Officer and/or promoted to Inspector until their successful completion of the training and/or training competencies required for promotion to Inspector.

~~28.7.3 Where an employee who successfully applies for and takes up a Country Officer, Country Senior Officer or Operational Support position (as the case may be) is subsequently offered a transfer pursuant to subclause 28.3.4 and the employee accepts that offer, the employee shall be released and transferred within twenty eight (28) days of that acceptance.~~

29. Transferred Employee's Compensation

29.2 Exceptions

29.2.1 Unless special and exceptional circumstances exist, the exceptions exclude from the benefit of this clause employees who are transferred:

at their own request;

under an arrangement between employees to exchange positions;

on account of the employee's breach of discipline;

from one station/location within the Metropolitan Area to another station/location within the Metropolitan Area, or within the same Zone.

44. Area, Incidence and Duration

44.1 This Award rescinds and replaces the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award ~~2011-2014~~ published ~~25 March 2011 (371 IG 198)~~ 27 March 2015 (377 IG 205).

44.2 This Award shall apply to all employees as defined in Clause 4, Definitions, of this Award and shall take effect on and from ~~14 November 2014~~ 19 February 2016, and shall remain in force until ~~18 February 2016~~ 16 February 2017.

PART C

MONETARY RATES

Table 1 - Rates of Pay effective on and from 19 February 2016

<u>Operational Firefighter Classification</u>	<u>Per Week</u>
<u>Recruit Firefighter</u>	<u>\$1,148.98</u>
<u>Firefighter</u>	<u>\$1,332.59</u>
<u>Qualified Firefighter</u>	<u>\$1,480.65</u>
<u>Senior Firefighter</u>	<u>\$1,569.49</u>

<u>Leading Firefighter</u>	<u>\$1,658.33</u>
<u>Station Officer</u>	<u>\$1,880.43</u>
<u>Leading Station Officer</u>	<u>\$1,924.85</u>
<u>Inspector</u>	<u>\$2,220.98</u>
Operational Support Classification	Per Week
<u>Operational Support Level 1</u>	<u>\$1,663.62</u>
<u>Operational Support Level 2</u>	<u>\$1,885.77</u>
<u>Operational Support Level 2a</u>	<u>\$1,985.97</u>
<u>Operational Support Inspector</u>	<u>\$2,226.25</u>
<u>Operational Support Level 3a</u>	<u>\$2,413.99</u>
Executive Officer Classification	Per Annum
<u>Superintendent</u>	<u>\$144,152</u>
<u>Chief Superintendent</u>	<u>\$155,750</u>

Table 1 – Rates of Pay effective on and from 14 November 2014

Operational Firefighter Classification	Per Week
Recruit Firefighter	\$1,093.69
Firefighter	\$1,268.38
Qualified Firefighter	\$1,409.31
Senior Firefighter	\$1,465.70
Leading Firefighter	\$1,578.45
Station Officer	\$1,761.68
Leading Station Officer	\$1,832.10
Inspector	\$2,113.98
Operational Support Classification	Per Week
Operational Support Level 1	\$1,583.45
Operational Support Level 2	\$1,766.68
Operational Support Level 2a	\$1,890.27
Operational Support Inspector	\$2,118.98
Operational Support Level 3a	\$2,297.67
Executive Officer Classification	Per Annum
Superintendent	\$137,206
Chief Superintendent	\$148,245

Table 2 – Rates of Pay effective on and from 20 February 2015 (2.5% Increase)

Operational Firefighter Classification	Per Week
Recruit Firefighter	\$1,120.96
Firefighter	\$1,300.09
Qualified Firefighter	\$1,444.54
Senior Firefighter	\$1,531.22
Leading Firefighter	\$1,617.89
Station Officer	\$1,834.57
Leading Station Officer	\$1,877.91
Inspector	\$2,166.81
Operational Support Classification	Per Week
Operational Support Level 1	\$1,623.04
Operational Support Level 2	\$1,839.78

Operational Support Level 2a	\$1,937.53
Operational Support Inspector	\$2,171.95
Operational Support Level 3a	\$2,355.11
Executive Officer Classification	Per Annum
Superintendent	\$140,636
Chief Superintendent	\$151,951

MONETARY RATES

Table 3 - Allowances

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

Item	Clause	Description	Unit	Amount 14/11/14	Amount 20/02/15 19/02/2016
1	6.6.1	Laundry expenses	\$ per week	35.70	36.59 37.50
2	6.6.2 9.7 12.7 12.15.4 12.16	Kilometre Allowance	\$ per km	1.16	1.19 1.22
3	6.6.3	Major Aerial Allowance	\$ per week	53.90	55.25 56.63
4	6.6.4	Minor Aerial Allowance	\$ per week	20.22	20.73 21.25
5	6.6.5	Hazmat Allowance	\$ per week	107.82	110.52 113.28
6	6.6.6	Communications Allowance, Non-Officers	\$ per week	167.62	171.81 176.11
7	6.6.7	Communications Allowance, Officers	\$ per week	181.76	186.30 190.96
8	6.6.8	Communications Allowance, Senior Officers	\$ per week	211.92	217.22 222.65
9	6.6.9	Country Allowance	\$ per week	7.31	7.49 7.68
10	6.6.10	Remote Area Allowance	\$ per week	28.01	28.71 29.43
11	6.6.11	Rescue Allowance	\$ per week	46.85	48.02 49.22
12	6.6.12	Service Allowance - 5 years or more, but less than 10 years - 10 years or more, but less than 15 years - 15 years or more	\$ per week	4.34 8.68 13.02	4.45 4.56 8.90 9.12 13.35 13.68
13	6.6.13	Marine Allowance	\$ per week	53.90	55.25 56.63
14	10.2-10.4	Meal Allowance	\$ per meal	28.20	28.20 28.80
15	10.2-10.4	Refreshment Allowance	\$ per meal	14.10	14.10 14.40
16	12.6	Relieving Allowance	\$ per rostered shift	31.00	31.78 32.57
17	12a.7	Deployment Allowance	\$ per day		171.95
17 18	25.2.8.4	Court Attendance Stand-By Rate - Periods of less than 24 hours - Periods of 24 hours	\$	14.49 21.72	14.85 15.22 22.26 22.82
18 19	30.3.1	Accommodation Contribution	\$ per week	37.02	37.95 38.90

Table 4 - Travelling / Transferred Employees Compensation Allowances

Item	Clause	Description	Unit	On and from 1 July 2014 2015	
1	16.5.2 25.2.3 26.6.4 29.6.5 & 29.8.1	Specified (Casual) Journey Rate (Dependent on Engine Capacity) 2601cc & over 1601 to 2600cc Under 1600cc	Per km	35.72 36.29 cents 33.39 33.92 cents 28.00 28.45 cents	
2	25.2.8.4	Stand By Rate - see Item 17 in Table 3			
3	26.1.3	Hourly Rate – Travelling Compensation	Per hour	\$47.67 47.01	
4	26.3.1.1	Breakfast	Per meal	## \$25.35 <u>\$25.90</u>	^^ \$22.70 <u>\$23.20</u>
5	26.3.1.2	Lunch	Per meal	## \$28.55 <u>\$29.15</u>	^^ \$25.95 <u>\$26.50</u>
6	26.3.1.3	Dinner	Per meal	## \$48.65 <u>\$49.65</u>	^^ \$44.75 <u>\$45.70</u>
7	26.4.1	Accommodation first 35 days (includes all meals) - Capital Cities - High Cost Country Centres <			

		- Other Country Centres		Hill \$244.10 <u>246.15</u> Coffs Harbour \$244.10 <u>246.15</u> Cooma \$244.10 <u>246.15</u> Dubbo \$244.10 <u>246.15</u> Goulburn <u>\$246.15</u> Griffith \$244.10 <u>246.15</u> Gunnedah <u>\$246.15</u> Lismore \$244.10 <u>246.15</u> Muswellbrook \$244.10 <u>246.15</u> Nowra \$244.10 Port Macquarie \$244.10 Queanbeyan \$244.10 <u>246.15</u> Tamworth \$244.10 <u>246.15</u> Tumut \$222.10 <u>224.15</u>
8	26.4.2	Actual Necessary Expenses – all locations	Per day	\$18.70 <u>18.75</u>
9	26.4.3	Accommodation – after first 35 days and up to 6 mths	Per day	50% of the appropriate location rate
10	26.5	Government Accommodation - Incidental Expenses – all locations	Per day	\$18.70 <u>18.75</u>
11	26.6.5.4 & 29.8.4	Official Business Rate (Dependant on Engine Capacity) Over 2601cc 1601 to 2600cc under 1600cc	Per km	100.71 <u>102.32</u> cents 93.85 <u>95.35</u> cents 67.21 <u>68.29</u> cents
12	29.5.1 – 29.5.3	Temporary Accommodation	Per week (up to a maximum of)	\$254.00
13	29.5.2	Board & Lodging expenses to be covered by Employee	Per week	\$51.00
14	29.5.4.1	Laundry Allowance – Employee only rate	Per week	\$4.50
15	29.5.4.2.	Laundry Allowance – Employee and Dependants rate	Per week (actual expenses to maximum)	\$13.00
16	29.6.2	Cost of Insurance of Furniture and Effects in transit and in Storage	(up to a maximum of)	\$38,000
17	29.6.3.2	Accelerated depreciation of personal/household effects in transit	(up to a maximum of)	\$1,126
18	29.6.3.2	Value of furnishings and fittings	(up to a maximum of)	\$7,037
19	29.9.2	Board & Lodging to be covered by	Per week	\$27.00

		parent/guardian		
20	29.9.2	Board & Lodging cost for Dependent staying in initial location due to Year 12 subjects	Per week	\$56.00
21	29.10.6 & 29.11.3.2	Relocation – City to Country for sale of property	(up to a maximum of)	\$520,000

Legend:

Effective Dates are with effect from the first pay period to commence on or after the date.

= Capital Cities & High Cost Country Centres.

^^ = Tier 2 Country Centres & Other Country Centres.
