

4. Definitions

"J Relieving Employee" means an Operational Firefighter assigned to one platoon at Albury Central, Bathurst, Broken Hill, Coffs Harbour, Dubbo, Lismore, Orange, Port Macquarie, Queanbeyan, Shoalhaven, Tamworth, Wagga Wagga or Tweed Heads station but who may work on one alternate platoon pursuant to Clause 8.10a.

...

"Platoon" means a group of employees ~~attached~~ assigned to a shift ~~pursuant to Clause 8.~~

...

"Relieving Employee" means an employee ~~attached~~ assigned to one station and one platoon but who may work pursuant to Clause 12 at any other station on that platoon and who is not subject to the Outduty limit at subclause 12.17.

...

"Z Relieving Employee" means an Operational Firefighter ~~attached~~ assigned to one station and one platoon but who may work pursuant to Clause 12 at any other station and/or on any other platoon and/or on any other roster, and who is not subject to the Outduty limit at subclause 12.17.

6. Rates of Pay and Allowances

~~6.2.2 — Employees who on 16 February 2017 held the classification of Leading Firefighter shall on and from 17 February 2017 be re-classified as Leading Firefighter A, provided that a Leading Firefighter A may at any time make a once only election to be reclassified as a Leading Firefighter. Any reference within this Award to the classification of Leading Firefighter shall be taken to also mean Leading Firefighter A with the exception of subclause 8.10a and Table 1 of Part C.~~

7. Higher Duties

7.3 Where an Inspector (including an Operational Support Inspector) is temporarily absent (on leave or for any other reason), that Inspector's position may be filled by a Leading Station Officer performing higher duties, provided that no absent Inspector's position may be filled by a Leading Station Officer performing higher duties (either by election or direction) more than 28 days after the commencement of any such absence.

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7.5.5 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 13.10.3. 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

8.2.4 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:

8.2.4.1 be paid the Relieving Allowance; ~~and/or J Relieving Allowance or Z Relieving Allowance (if payable);~~ twice for each rostered 24 hour shift so worked; and

~~8.2.4.1a be paid the Z Relieving Allowance, if payable, twice for each rostered 24 hour shift so worked; and~~

...

8.2.4a In all cases, the Relieving Allowance, the J Relieving Allowance and the Z Relieving Allowance paid at subclause 8.2.4.1, ~~the Z Relieving Allowance paid at subclause 8.2.4.1a~~ 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.

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8.6a Regional Training Roster System

8.6a.1 The Regional Training Roster System is a variable Monday to Sunday roster where employees work an average of 42 hours per week (including necessary travelling time) over an eight-week cycle, provided that each such roster:

8.6a.1.1 must operate only for employees who are Regional Training Officers (Operational Support);

8.6a.1.2 must operate over an eight-week cycle and be drawn up in consultation with the employee concerned and provided to both the employee and the Union not less than twenty eight days prior to commencement;

8.6a.1.3 must allow at least eight consecutive hours between the cessation of one rostered shift and the commencement of the next rostered shift;

8.6a.1.4 must not allow rostered shifts between 2200 hours and 0700 hours on any day;

8.6a.1.5 must not allow more than 48 hours of rostered work between 1730 hours and 2200 hours on any day;

~~8.6a.1.6 must not allow more than 48 hours of rostered work between 0700 hours Saturday and 2200 hours Sunday;~~

8.6a.1.76 must not allow rostered shifts of less than 6 hours duration;

8.6a.1.87 must not allow more than five days' work, or more than five rostered shifts, in any seven day period; ~~and~~

8.6a.1.8 must not allow rostered shifts on public holidays of more than 8 hours duration; and

8.6a.1.9 must not ~~average more than forty two ordinary working hours per week,~~ over the eight-week cycle;

8.6a.1.9.1 allow rostered work on more than four weekends;

8.6a.1.9.2 allow rostered work on both days of a weekend more than twice;

8.6a.1.9.3 allow more than 48 hours in total of rostered weekend work.

...

- 8.10a A ~~Leading Firefighter (only, and not a Leading Firefighter A)~~ J Relieving employee may be ~~seconded-directed~~, subject to the notice required by subclause 27.2, to work their rostered hours on one alternate platoon at the station/location they are attached to, so that a ~~Leading Firefighter~~ J Relieving employee who is attached to A Platoon may be ~~seconded-directed~~ to work their rostered hours on C platoon (and vice versa), a ~~Leading Firefighter~~ J Relieving employee who is attached to B Platoon may be ~~seconded-directed~~ to work their rostered hours on D platoon (and vice versa), a ~~Leading Firefighter~~ J Relieving employee who is attached to E Platoon may be ~~seconded-directed~~ to work their rostered hours on F platoon (and vice versa) and a ~~Leading Firefighter~~ J Relieving employee who is attached to G Platoon may be ~~seconded-directed~~ to work their rostered hours on ~~F-H~~ platoon (and vice versa), ~~subject in all instances to the provision of notice pursuant to subclause 27.2~~. A ~~Leading Firefighter~~ J Relieving employee who is ~~seconded-directed~~ to work on their alternate platoon shall be considered for all practical purposes including Clause 9, Overtime to have been rostered to work on that alternate platoon until they are returned to their own platoon.

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8.15 Banked Leave

- 8.15.1 An employee who is not the occupant of an Operational Support position and who has been off duty for at least eight hours may offer to work without pay for not less than three hours in lieu of another employee who is temporarily absent on leave, provided that an employee shall not be permitted to work without pay immediately prior to or following their own rostered shift. If the Department accepts the employee's offer, the employee shall accrue the same number of hours worked without pay as banked leave.

8.15.2 An employee who has accrued 72 hours ~~or more~~ of banked leave shall not be permitted to perform any further unpaid work ~~until their accrued banked leave returns to 60 hours or less~~. In the event that work without pay performed under this subclause extends for whatever reason beyond the 72 hour accrual limit then the time worked in excess of 72 hours shall be paid at double time.

- 8.15.~~23~~ An employee who works without pay pursuant to subclause 8.15.1 shall be treated in all other respects as if they had been recalled to duty pursuant to subclause 9.6.1.

8.15.~~3-4~~ Subject to subclause 8.15.~~56~~, hours of banked leave accrued:

8.15.~~34~~.1 between 0800 hours Monday and 0800 hours Friday may only be taken as leave between 0800 hours Monday and 0800 hours Friday.

8.15.~~34~~.2 between 0800 hours Friday and 0800 Monday, or at any time during a public holiday, may be taken as leave at anytime.

- 8.15.~~56~~ Applications to take banked ~~Banked leave may be taken~~ shall be granted, subject to subclauses 8.15.~~6-7~~ and 8.15.~~78~~, following the provision by the employee of at least 24 hours notice when the leave is:

8.15.~~56~~.1 for the employee's whole rostered shift;

8.15.~~56~~.2 for three hours or less at the commencement or conclusion of the employee's rostered shift;

8.15.~~56~~.3 for four hours or more between 0600 hours and 2200 hours; or

8.15.~~56~~.4 for 6 hours or more between 2200 hours and 0600 hours.

- 8.15.~~67~~ Applications to take banked ~~Banked~~ leave ~~may not be taken~~ between 0800 hours on 24 December and 0800 hours on 27 December, or between 0800 hours on 31 December and 0800 hours on 2 January shall not be granted unless the employee has identified an off-duty employee who will work overtime pursuant to subclause 9.6 for that period, provided that the Department shall not then be bound to engage that off-duty employee for that purpose.
- 8.15.~~78~~ The Commissioner may direct that banked leave not be taken due to operational exigencies, or may approve the taking of banked leave with less than 24 hours notice and/or without the identification of the off-duty employee otherwise required by subclause 8.15.~~67~~.
- 8.15.~~89~~ Banked leave should, where possible, be exhausted prior to the termination of employment of the employee. Any accrued banked leave remaining at the time of termination shall be paid at single time rates.
- 8.15.~~910~~ Banked leave is an experimental leave arrangement that shall remain under review by the parties and shall cease to operate on 16 February 2018 unless the parties expressly agree otherwise to its continuation, in which case banked leave shall continue until 15 February 2019, when it shall cease to operate unless the parties expressly agree otherwise, in which case banked leave shall continue until 27 February 2020, when it shall cease to operate unless the parties expressly agree otherwise. In the event that banked leaves ceases to operate then employees with accrued banked leave shall remain able to take that leave in accordance with subclause 8.15.~~5-6~~ and/or to have that leave paid at single time rates.

9. Overtime

- 9.11 On Call arrangements
- 9.11.1 ~~Employees-Country Senior Officers, employees in the Fire Investigation and Research Unit, employees assigned to Incident Management Teams and other employees determined from time to time by the Commissioner may be placed on call outside their rostered hours of work~~ following consultation ~~with~~ between the Department and the Union may be placed on call outside of their rostered hours of work. ~~and~~ The on call period(s) shall be determined by the Department following consultation with each affected employee ~~prior to each such placement.~~
- 9.11.2 An employee who is on call shall be paid the On Call Allowance pursuant to subclause 6.6.15 and may request the provision of a mobile phone and/or pager and shall have no obligation other than to be readily contactable and available to return to duty if called upon.
- 9.11.3 Where non-incident related work issues are resolved by an employee who is on call without the need to travel outside the employee's rostered hours of work, the work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes. Where the work performed is incident related, the employee shall be paid for such work pursuant to subclause 9.6.

12. Relieving Provisions

- 12.1.2 J Relieving Employees, as defined in Clause 4, when such employees work a rostered shift at the employee's own station, on either their own platoon or on their alternate platoon pursuant to subclause 8.10a.

12.6.2 The J Relieving Allowance set at Item 16 of Table 3 of Part C shall be paid to a J Relieving Employee for each rostered shift worked by the employee at the employee's base station on their platoon and for each rostered shift on which the employee performs a relief duty on their alternate platoon. The J Relieving Allowance shall be paid to an employee for a minimum of three consecutive months, including where the employee ceases to be a J Relieving Employee.

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12.6.45 Unless otherwise provided in ~~this Award~~, subclause 12.6.1.2, the Z Relieving Allowance prescribed in subclause 12.6.2-3 shall not be paid to a Z Relieving Employee 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.

12a. Interstate, International and Extended Intrastate Deployments

12a.5 Accommodation for Intrastate and Interstate Deployments

12a.5.1 Employees on intrastate or 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 Intrastate and Interstate Deployments

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

13. Progression and Promotion Provisions

13.9 Progression from Station Officer to Leading Station Officer shall be subject to the satisfactory completion of the Leading Station Officer Program specified by the Commissioner on the advice of the Training Review Committee and, in the case of a Station Officer who is a permanent occupant of an Operational Support Level 1, or Level 2 ~~or Level 3~~ position or who applies pursuant to subclause 13.9.2.1.2, transfer to a station within the GSA.

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13.10.1 Applications for Inspector vacancies within the GSA shall be called for from Inspectors, from Operational Support Inspectors, and from Leading Station Officers with at least twelve (12) months service with Fire and Rescue NSW at that rank as of the closing date for applications, in Commissioner's Orders, with the closing dates of applications to follow four weeks thereafter. The number of 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. Successful applicants shall be transferred upon promotion and attached to a station within the GSA.

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Inspector to Superintendent

- 13.11 ~~Applications for Superintendent vacancies shall be called for~~ Promotion from Inspectors ~~and to Superintendents in Commissioner's Orders, with the closing dates of applications to follow four weeks thereafter. The location of each such Superintendent vacancy shall be specified in the same Commissioner's Orders and~~ shall be determined by the merit selection process specified by the Commissioner following consultation between the Department and the Union.

Chief Superintendent

- 13.12 ~~Applications for Chief Superintendent vacancies shall be called for~~ Promotion from Inspectors, ~~or Superintendents and to Chief Superintendents in Commissioner's Orders, with the closing dates of applications to follow four weeks thereafter. The location of each such Chief Superintendent vacancy shall be specified in the same Commissioner's Orders and~~ shall be determined by the merit selection process specified by the Commissioner following consultation between the Department and the Union.

14. Operational Support Positions

- 14.2.3 Essential qualifications, which shall for all Operational Support Level 1 and Level 2 positions include a minimum operational rank of Qualified Firefighter;
- ...
- 14.2.5 Operational Support classification, either Level 1 or Level 2 or ~~Level 3~~ Inspector, which shall be determined by the Commissioner following consultation with the Union.
- ...
- 14.6 Subject to subclause 14.10, ~~and 14.11 and 14.13~~, the rates of pay for employees occupying Operational Support positions are as specified in Table 2 of Part C, Monetary Rates.
- ...
- 14.9 Occupants of Operational Support positions who are temporarily directed to attend an incident in the capacity of their substantive operational rank, not their Operational Support position, shall continue to be paid at their Operational Support position's rate of pay and their Operational Support position need not be filled for the duration of such attendance.
- ...
- 14.10.3 this subclause shall not apply in the case of ~~interstate and international~~ deployments pursuant to Clause 12a.
- ...
- 14.12 Occupants of Operational Support Level 1, Level 2, Level 2a and Level 3a positions may with twenty eight (28) days notice elect to permanently relinquish their Operational Support position and resume operational firefighting duties within the GSA at their substantive rank.
- ...
14. ~~12~~ 14 The classification of Operational Support ~~Inspector Level 3~~ was reclassified as Operational Support ~~Level 3 Inspector~~ on 17 February 2017 14 November 2014, with future vacancies being restricted to applications from employees holding the rank of Leading Station Officer or Inspector, or otherwise in accordance with subclause 28.7.4.

...
14. ~~15~~ 17.2 they are promoted to Inspector and elect to remain in place, in which case they shall be reclassified as, and paid at the rate of, Operational Support ~~Level 3~~ Inspector; or

17. Annual Leave

17.9a The requirement at subclauses 17.2 and 17.3 to take "Annual Leave" in accordance with leave groups notwithstanding, an employee who provides written notice to the Commissioner of the date of their resignation (for retirement purposes or otherwise) may elect to defer the taking of any leave group that falls within that notice period, subject to a maximum notice period of 64 weeks, and to instead:

17.9a.1 take that leave immediately prior to separation; or

17.9a.2 be paid the monetary value of that leave upon separation.

...

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

17a. Consolidated Leave

17a.3 ~~Consolidated~~ Applications to take consolidated leave ~~may not be taken~~ between 0800 hours on 24 December and 0800 hours on 27 December, or between 0800 hours on 31 December and 0800 hours on 2 January shall not be granted unless the employee has identified an off-duty employee who will work overtime pursuant to subclause 9.6 for that period, provided that the Department shall not then be bound to engage that off-duty employee for that purpose.

20. Long Service Leave

~~20.5~~ ~~Approval to take Long Service Leave may be deferred by the Commissioner where approval would result in the number of employees on Long Service Leave exceeding the maximum number of employees permitted for each classification group, being:~~

~~20.5.1~~ ~~in the case of Non-Officers, 30 employees.~~

~~20.5.2~~ ~~in the case of Officers, 20 employees.~~

~~20.5.3~~ ~~in the case of Senior Officers, 5 employees.~~

~~20.5.4~~ ~~in the case of Executive Officers, 5 employees.~~

27. Notice of Transfer

27.2 When a ~~Leading Firefighter-J Relieving Employee~~ is to be ~~seconded~~ directed to work the alternate platoon at their station pursuant to subclause 8.10a, the Department shall give the ~~Leading Firefighter-J Relieving employee~~ twenty eight (28) days notice for each such

~~secondment~~ period of alternate platoon work and fourteen (14) days notice of their return to their own platoon.

28. Transfers Outside of the GSA

- 28.7.4 Operational Support ~~positions~~staff
- 28.7.4.1 Operational Support ~~positions~~staff, ~~as being all positions~~ defined as such by Clause 14 of this Award.
- 28.7.4.2 In the event that no Inspectors or Leading Station Officers 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 satisfactorily complete the Leading Station Officer Program prior to their transfer to and performance of the duties of the vacant Operational Support Inspector position pursuant to subclause 7.5.5, provided that a Station Officer who successfully applies for an Operational Support Inspector vacancy pursuant to subclause 28.7.4.2 and who then satisfactorily completes the Leading Station Officer Program shall not be progressed to Leading Station Officer and/or promoted to Inspector until they also satisfactorily complete the Inspector Program.
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28a. Transfers Into the GSA

28a.2 ~~Officers~~ and Senior Officers (other than Operational Support Inspectors) and Executive Officers who are attached to a station/workplace in the GSA may be transferred within the GSA without the need for advertisement or merit selection. ~~Officers and Senior Officers (other than Operational Support Inspectors) and Executive Officers~~ who are attached to a station/workplace outside of the GSA may be transferred:

...

28a.3 Executive Officers who are attached to the GSA may be transferred within the GSA without the need for advertisement or merit selection. Executive Officers who are attached outside of the GSA may be transferred, subject to their agreement, within their Metropolitan or Regional Directorate Area without the need for advertisement or merit selection and in any other case, including transfer to the GSA, upon successful application for a vacancy that is advertised in Commissioner's Orders.

28a.4 The other provisions of this subclause notwithstanding, an Officer, Senior Officer or Executive Officer who was attached to a station/workplace outside of the GSA on or before 16 February 2017 and who requests a transfer to the GSA shall, after a period of not less than two years served at that location, be released from their current position within six (6) months of such request and transferred.

38. Procedures Regarding Adverse Reports and Investigations

38.1 When an employee is summoned to appear before the employee's Senior Officer or before the Department as a result of allegations against them, the employee shall be given particulars in writing of the complaint or allegation, if any, against the employee, at least forty eight hours before their appearance. ~~The employee shall be allowed access personally or by a representative duly authorised in writing by the employee, to all or any of the official papers, correspondence or reports of the Department relating to the allegation or complaint.~~

PART C

MONETARY RATES

Table 1 - Rates of Pay effective on and from the dates shown

Classification	\$ per week		
	17 February 2017	16 February 2018	15 February 2019
Recruit Firefighter	1,177.71	1,207.15	1,237.33
Firefighter	1,365.90	1,400.05	1,435.05
Qualified Firefighter	1,517.67	1,555.61	1,594.50
Senior Firefighter	1,608.73	1,648.95	1,690.17
Leading Firefighter A	1,699.79	1,742.28	1,785.84
Leading Firefighter	1,745.32	1,788.95	1,833.68
Station Officer	1,927.44	1,975.63	2,025.02
Leading Station Officer	1,972.97	2,022.29	2,072.85
Inspector	2,276.51	2,333.42	2,391.75
Classification	\$ per annum		
Superintendent	147,756	151,450	155,236
Chief Superintendent	159,644	163,635	167,726

Table 2 - Rates of Pay effective on and from the dates shown

Classification	\$ per week		
	17 February 2017	16 February 2018	15 February 2019
Operational Support Level 1	1,705.21	1,747.84	1,791.54
Operational Support Level 2	1,932.91	1,981.23	2,030.76
Operational Support Level 2a	2,035.62	2,086.51	2,138.67
Operational Support Level 3 <u>Inspector</u>	2,281.92	2,338.97	2,397.44
Operational Support Level 3a	2,474.34	2,536.20	2,599.61

MONETARY RATES

Table 3 - Allowances

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

Item	Clause	Description	Unit	Amount 17/02/2017	Amount 16/02/2018	Amount 15/02/2019
1	6.6.1	Laundry expenses	\$ per week	38.44	39.40	40.39
2	6.6.2 9.8 12.7 12.15.4 12.16	Kilometre Allowance	\$ per km	1.25	1.28	1.31
3	6.6.3	Major Aerial Allowance	\$ per week	58.05	59.50	60.99
4	6.6.4	Minor Aerial Allowance	\$ per week	21.78	22.32	22.88
5	6.6.5	Hazmat Allowance	\$ per week	116.11	119.01	121.99
6	6.6.6	Communications Allowance, Non-Officers	\$ per week	180.51	185.02	189.65
7	6.6.7	Communications Allowance, Officers	\$ per week	195.73	200.62	205.64
8	6.6.8	Communications Allowance, Senior Officers	\$ per week	228.22	233.93	239.78
9	6.6.9	Country Allowance	\$ per week	7.87	8.07	8.27
10	6.6.10	Remote Area Allowance	\$ per week	30.17	30.92	31.69
11	6.6.11	Rescue Allowance	\$ per week	50.45	51.71	53.00
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	4.67 9.35 14.02	4.79 9.58 14.37	4.91 9.82 14.73
13	6.6.13	Marine Allowance	\$ per week	58.05	59.50	60.99
14	12a6.2 10.2-10.4	Meal Allowance	\$ per meal	29.40	29.40	29.40
15	10.2-10.4	Refreshment Allowance	\$ per meal	14.70	14.70	14.70
16	12.6	<u>J Relieving Allowance</u> Relieving Allowance <u>Z Relieving Allowance</u>	\$ per rostered shift	<u>16.69</u> 33.38 <u>66.76</u>	<u>17.11</u> 34.21 <u>68.42</u>	<u>17.54</u> 35.07 <u>70.14</u>
16z	12.6	Z Relieving Allowance	\$ per rostered shift	66.76	68.42	70.14
17	12a.7	Deployment Allowance	\$ per day	176.25	180.66	185.18
18	25.2.8.4	Court Attendance Stand-By Rate - Periods of less than 24 hours - Periods of 24 hours	\$	15.60 23.39	15.99 23.97	16.39 24.57
19	30.3.1	Accommodation Contribution	\$ per week	39.87	40.87	41.89
20	6.6.14	Regional Training Roster Allowance	\$ per week	203.56	208.65	213.87
21	6.6.1.5	On Call Allowance	\$ per hour	0.94	0.96	0.98
22	9.7	Recall Allowance	\$ per recall	37.50	38.40	39.30