



Payment of Meals and Refreshment Allowances

Purpose of this document

This purpose of this guide is to remind and assist members about the rights and obligations of clause 10 of the Permanent Award (Meals and Refreshments). The Award is clear on the circumstance that gives rise to the payment of these two allowances and the interpretation of this Award clause has been tested in the IRC.

Background

The Union's position on clause 10 has always been to ensure the provision of adequate refreshments and meals for firefighters at incidents and a proper 'break' to consume them. The definition of an incident is provided in clause 10.1.1. It is intended to provide proper sustenance and a physical break from heavy work activity. The overriding health and safety needs of members are directly linked in clause 10 by both the standard of the meals and refreshments and the timeframes in which they are to be provided.

It is NOT the Union's position for firefighters to waive the receipt of properly provided meals and refreshments on the fireground, in favour of payment of the allowance under clause 10.2 of the Award.

The intent of clause 10.2 is more than a financial 'penalty' to the Department when they fail to fulfill their obligations under this Award clause. It is a payment made to the member as compensation for the particular conditions of work they were exposed to in their duties. If the Department does not meet those obligations, then the member is entitled to receive the allowance, regardless of the reason the refreshment/meal is not provided.

Members are reminded that meal allowances also apply for staybacks and overtime in accordance with clause 9.2 of the Award.

Timeframes

For the GSA, Newcastle, Broken Hill, Gosford, Wyong and Wollongong Fire Districts, if you respond to an incident and return to the station

within 1 hour 59 minutes, you are NOT entitled to receive a Refreshment Allowance. If you respond to an incident and you return after 2 hours and you haven't received a refreshment (or one that meets the refreshment standard), then you ARE entitled to claim and be paid the Refreshment Allowance. For all other Fire Districts, refreshments should be provided as soon as possible after the two hours but no later than three hours. Meals must be provided no later than four hours for incidents in all Fire Districts.

This timeframe works both ways – for example, members are not entitled to claim the allowance if they return within minutes of the two hour mark but are entitled to claim the allowance if they arrive after two hours. Members certainly aren't praised by the Department for the numerous times they do not claim an allowance when they have returned to station several minutes under the 2 hour mark, only to continue with important operational duties out of good faith (i.e. instead of going off-line for a refreshment or meal break) upon their return.

The timeframe in fireground terms is measured from when the call was received for your station, to when each member receives their refreshment/meal break and is provided the correct refreshment/meal. This determination is made on an individual basis. If half the crew of a station were occupied with the operational requirements of the incident and did not have the opportunity to have a refreshment/meal within the relevant timeframe, while other crew members received their refreshment/meal within the timeframe, then only those members who did not receive the refreshment/meal within the relevant timeframe are entitled to the allowance.

The onus is on the Incident Controller to monitor and provide this as best they can, under the conditions of the fireground. OIC's should not be harassed if the refreshment/meal provisions have not been met due to failure of the Department in providing adequate logistical support or because of a difficult to manage incident with other determined priorities.



Standard of meals and refreshments

If the refreshment or meal is not of an acceptable standard, then the Department has not fulfilled its obligation under the Award and thus the allowance is claimable.

For refreshments this includes:

- The provision of hot water and milk for tea and coffee
- Biscuits
- Cold bottled water (i.e. not room temperature)

In the past and when available and running correctly, the LSV truck has provided an adequate standard of refreshments.

The Award states that meals must be in similar standard to that provided by domestic airlines. Fast food (e.g. Subway, McDonalds, etc) does not meet the appropriate standard for a meal under the Award. Meals should be in accordance with the hydration and nutrition requirements for firefighters as suggested by the Health and Safety Branch guidelines.

Other inclusions

Inquiries have been raised regarding the provision of cool soft drinks and chocolates in hot weather, in preference to tea and coffee. The Union notes that there is nothing stopping the Incident Controller from supplying additional items to the above provisions where possible to meet the reasonable requirements of firefighters at the incident. The Union emphasises the above standards are the *minimum* standards for meals and refreshments.

When are the allowances payable?

To summarise, the Award provides that refreshment and meal allowances are payable if:

- Firefighters did not receive any refreshments and/or meals; or
- The refreshments and/or meals were provided, but arrived at a time after the Award requires; or
- The refreshments and meals were provided, but were not of an acceptable and appropriate standard.

Payment of the allowances

Clause 10.4.1 of the award reads:

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

Therefore, Station Commanders (not the Incident Controller or other personnel) should approve and provide payment at the earliest possible time before the conclusion of the shift.

Seeking permission for the payment of allowances from Inspectors and above or the provision of reports detailing the circumstances of any claim to these officers is not a requirement of the Award for the payment of allowances under Clause 10.2.

The Union encourages adequate notation and information be provided by Station Commanders on the allowance claim forms to prevent any confusion as to the circumstances of the claim. This is also a requirement of the petty cash procedures.

Payment in lieu of the provision of refreshments and meals is an Award entitlement. No person at any level or rank can pressure a member to withhold submitting a claim when they are entitled to an allowance. If this does happen, members should contact the Union immediately.

Similarly, if a member submits a claim to which they believe they are entitled and this claim is not approved, contact the Union Office. If there is any confusion regarding a claim, making an industrial inquiry with the Union in the first instance is the best way to seek clarification on the matter.