



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 8 of the Retained 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 8 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 8.1.1. 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 8 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, in favour of payment of the allowance under clause 8.2 of the Award.

The intent of clause 8.2 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.

Definition of an "incident"

The time at which an incident is said to commence for Award purposes (including payment of meal and refreshment allowances) is the time the retained firefighter "signs on" at the station for a call. The "sign on" time refers to the time the retained firefighter responds to a call, even if they don't actually sign the occurrence book immediately upon entering the station. This is because the urgency of situations often means the occurrence book is not signed until the crew returns to the station.

An incident also includes the time taken by retained firefighters to restow, clean and make ready equipment that has been used at the incident. This may take over an hour depending on the gear used. Furthermore, even though these duties are performed back at the station, they are still considered part of the incident. All extra duties performed are considered part of the incident and the payment on BART is charged to the entire incident, not just the fireground component. For example, firefighters may finish on the scene of the fireground in under four hours, but other associated duties, such as restowing the appliance and cleaning equipment back at the station may extend the incident far beyond four hours.

Another example is that of a retained member who travels two hours to do a move-up and then performs a stand-by duty for three hours. All of this time is considered as part of the incident for the purposes of calculating Award entitlements.

Timeframes

For the GSA, Newcastle, Broken Hill, Gosford, Wyong and Wollongong Fire Districts, if the total incident time is 1 hour 59 minutes or less, you are NOT entitled to receive a Refreshment Allowance. If you respond to an incident that extends for more 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 an incident in all Fire Districts.

The timeframe is determined according to when each member receives their refreshment/meal break and is provided the correct refreshment/meal. It is important to emphasise that 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 8.3.1 of the Award reads:

The payments referred to in this clause shall, subject to 8.3.1.1 be made prior to or at the cessation of duty

Clause 8.3.1.1 of the Award reads:

8.3.1.1 In cases where the Officer-in-Charge is not, or due to circumstances beyond his or her control does not have sufficient funds available to make payment, the employee shall be paid at the earliest practicable opportunity after the cessation of duty.

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 8.2.

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.