

12a. **Intrastate, 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 intrastate**, interstate or international emergency as part of a deployment. **In agreement with the Union the provisions of clause 12a may be applied to training.**

12a.1.2 Fire and Rescue NSW will write to the Union prior to the commencement of the deployment confirming the nature of the deployment and the application of this Clause. Such details will also be provided to the employee in writing (including email or text message) prior to the commencement of the accepted deployment.

12a.2 **The general provisions of this Award shall apply to employees who attend intrastate (NSW), interstate or international deployments of 48 hours or less. 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 **Intrastate (NSW)** and Interstate Deployments

12a.5.1 Employees on 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) **subject to sub clause 12a.5.3.**

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.5.3 Employees who are required to sleep in the field (e.g. a tent, marquee, dormitory or any other similar sleeping arrangement) as part of a deployment will be paid instead a Field Allowance as set at Item 21 of Table 3. This allowance is only to compensate employees for the accommodation provided

12a.5.4 The field allowance prescribed in subclause 12a.5.3 will only be used in instances where clause 12a is triggered and when it is not possible within 50km for Fire and Rescue NSW to provide accommodation at the required NSW standard unless otherwise agreed to by the Union.

12a.6 Meals for **Intrastate** or Interstate Deployments

12a.6.1 Employees on **intrastate (NSW)** or 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 17 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.8 Additional Provisions

12a.8.1 While **intrastate (NSW)**, 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.8.2 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.8.3 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.8.4 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.8.5 The provisions of subclause 6.8 notwithstanding, the Commissioner may approve an additional payment for an Executive Officer who, while on **intrastate (NSW)**, interstate or international deployment, worked additional hours to those contemplated by subclause by 6.8.2.

12a.8.6 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.

