

**CROWN EMPLOYEES (FIRE AND RESCUE NSW PERMANENT FIREFIGHTING STAFF)  
AWARD 2023**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 50661 & 54005 of 2021)

**AWARD**

**PART A – CONDITIONS APPLYING TO ALL EMPLOYEES**

**A1 – STRUCTURE, OPERATION AND APPLICATION**

**1. Title**

- 1.1 This Award shall be known as the “Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award 2023”.

**2. Application and Structure**

- 2.1 This Award regulates the rates of pay and conditions of employment for employees covered by this Award.
- 2.2 This Award covers all employees employed in a permanent firefighter classification as defined at clause 6- of this Award employed by Fire and Rescue New South Wales.
- 2.3 This Award is in 4 Parts as follows:

Part A – Conditions Applying to all Employees

- A1 – Structure, Operation and Application
- A2 – Productivity, Consultation & Change and Extra Claims
- A3 – Wages, Allowances and Remuneration
- A4 – Staffing, System Conditions and Rosters
- A5 – Leave Entitlements
- A6 – Classifications, Career Paths & Promotions
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- A8 – Health and Wellbeing
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Part D – Additional Provisions for Fire Safety Department

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D3 – Specific Classifications, Career Paths & Promotions

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F3 – Specific Qualifications, Career Paths and Promotions

- 2.4 This Award is structured into Parts A-D as listed above with the intention that the more specific parts add specific conditions to the more general conditions. Where multiple parts apply to an employee, all conditions in those parts will apply. However, where there is an inconsistency between the general provision in Part A and a relevant provision in Part B to D inclusive then the specific provision in Part B to D inclusive applies to the extent of the inconsistency.

### **3. Obligations**

- 3.1 If a term or condition of this Award confers an entitlement or benefit on an employee, FRNSW will comply with that term or condition and provide that entitlement or benefit.
- 3.2 If a term or condition of this Award imposes an obligation on FRNSW with respect to an employee, FRNSW will comply with that obligation.
- 3.3 If a term or condition of this Award permits a party to do an act or thing, FRNSW will permit that act or thing to be done.

### **4. Area, Incidence and Duration**

- 4.1 This Award rescinds and replaces the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award 2022.
- 4.2 This Award shall take effect on and from 26 February 2023, and shall remain in force until 25 February 2026.

### **5. Renegotiation**

- 5.1 The FRNSW and the FBEU agree to commence negotiations on a new Award nine months prior to the nominal expiry date of this agreement.

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"Agreed Distance" means the relevant distance set out within the Matrices which appeared at Part E of the Crown Employees (NSW Fire Brigades Firefighting Staff) Award 2001, or as subsequently amended pursuant to subclause 30.10, copies of which shall be provided by the Department to employees in the manner agreed between the Department and the Union.

"Commissioner" means Commissioner of the Department holding office as such under the *Government Sector Employment Act 2013*.

"Competency" means the training competencies developed by the Department following consultation between the Department and the Union providing the appropriate level of training, or part thereof, for the skill required to undertake the work for each classification covered by this Award.

"Department" means Fire and Rescue NSW established by the *Fire and Rescue NSW Act 1989* and as a Public Service Executive Agency under Schedule 1 of the *Government Sector Employment Act 2013*.

"Domestic Violence" means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

"Employee" means a person, other than an employee covered by the *Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award*, employed in one of the classifications covered by this Award, as a member of Fire and Rescue NSW in terms of the provisions of the *Fire and Rescue NSW Act 1989*. Provided that where "employee" is referred to in the provisions of this Award which apply exclusively to either Operational Firefighters, Non-Station Based Position or to Executive Officers, "employee" shall mean only those classifications to which the exclusive conditions are intended to apply.

"Emergency Meal" means a Long Life Meal Pack supplied when the provision of a Substantial Meal is not practicable, the basis of which shall be a self-heating 320g meal that is generally meat based (except for special diet packs such as vegetarian or vegan packs) and shall also include one dried fruit or fruit and nut mix (Sunbeam Fruit and Nut 40g, Fruit on the Go 50g, or similar) and one cheese and biscuits (Uncle Tobys Le Snak Cheddar Cheese 20g, or similar) or one fruit pack (Goulburn Valley no added sugar 220 g, or similar) and one 100% fruit juice box (Just Juice 250 ml, or similar).

"Executive Officer" means an employee having the rank of Chief Superintendent or Superintendent.

"Fire District" has the same meaning as in the *Fire and Rescue NSW Act 1989*.

"GSA" (Greater Sydney Area) means within the area bounded by the Local Government areas of Northern Beaches, Hornsby, Baulkham Hills, Hawkesbury, Penrith, Liverpool, Wollondilly, Campbelltown and Sutherland.

"Incident" means a fire call, or any other emergency incident attended by Fire and Rescue NSW.

"Major Aerial Appliance" means a firefighting vehicle equipped with a motorised boom and/or ladder extension with a reach of more than 18 metres.

"Merit Selection" means a fair, transparent, impartial process that assesses the merit of all applicants so that the employee selected is the applicant who is the most suitable to perform the duties of the vacant position.

"Minor Aerial Appliance" means a firefighting vehicle equipped with a motorised boom and/or ladder extension with a reach of up to and including 18 metres.

"Non-Officer" means an employee classified as a Recruit, Firefighter, Qualified Firefighter, Senior Firefighter or Leading Firefighter.

"Officer" means any employee having the rank of Station Officer or Leading Station Officer.

"Operational Firefighter" means a firefighter classified as one of the following: Recruit Firefighter; Firefighter; Qualified Firefighter; Senior Firefighter; Leading Firefighter; Station Officer; Leading Station Officer; or Inspector.

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"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 at a station/location 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.

"Overtime" means for an Operational Firefighter all time worked with approval or direction in excess of the employee's rostered shift.

"Parties" means the Department and the Fire Brigade Employees Union.

"Platoon" means a group of employees assigned to a shift.

"Refreshments" means tea bags, instant coffee, boiling water, sugar, long life milk, two biscuits and one cereal bar (any bar from the following list: K Time Twists 37 g bar, All-Bran Baked Bars 40g bar, Uncle Tobys Crunchy Muesli Bars Apricot, Uncle Tobys Fruit Twist – Apple and Pear, or similar) or one Goulburn Valley or similar fruit pack 220 g (no added sugar) and one liquid meal drink (any drink from the following list: Sustagen Sport 250 ml, Up and Go 250 ml, or similar) or one carbohydrate/electrolyte beverage (Sqwincher Qwik Serv 42g sachet, or similar).

"Relieving Employee" means an employee serving at a station while not being permanently attached to any one station.

"Senior Officer" means an employee having the rank of Inspector.

"Stand By" 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 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.

"Standard Roster" means the roster prescribed in subclause 27.3 of Clause 27 of this Award.

"Substantial Meal" means a meal identified in the Department's Incident Ground Meals Guide, as published at the date of the making of this Award, or a meal of a similar nutritional and sensory quality standard.

"Union" means the Fire Brigade Employees' Union of New South Wales.

## **A2 – PRODUCTIVITY, CONSULTATION AND CHANGE AND EXTRA CLAIMS**

### **8. Objectives**

- 8.1 The broad objective of this Award is to implement initiatives aimed at meeting the challenges facing Fire and Rescue NSW (FRNSW), and to maintain a highly skilled and motivated workforce, which ensures the provision of a professional fire service delivering high quality service to the community.
- 8.2 The objectives of this Award are to develop a harmonious relationship between the parties including:
- a. The establishment of more varied and fulfilling jobs for employees, including agreed wage outcomes;
  - b. enhanced job security for current and future employees;
  - c. providing clarity and certainty to employees;
  - d. the provision of a healthy and safe working environment with due regard to the safety of employees and the public;
  - e. the provision of resources and working arrangements to enable FRNSW to meet new and changing service delivery requirements.

### **9. Productivity**

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- 9.1 The parties agree to continue to work towards making agreed improvements in efficiency and productivity by providing safe, satisfying and rewarding employment for employees covered by this Award. Such improvement will be implemented via consultation as per clause 10 and not be at the expense of maintaining a safe working environment or reducing public safety in any way.
- 9.2 The parties accept that during the life of the Award, there will be productivity initiatives and benefits. Where such productivity and/or efficiencies are identified during the life of the Award, FRNSW acknowledges that any savings as a result of such productivity/efficiency can be claimed by employees/FBEU as part of future Award negotiations.
- 9.3 The parties recognise that a productivity model recognises the changing knowledge requirements of employees covered by this Award in all phases of the enterprise activity and also caters for:
- a. increasing requirement for innovation
  - b. accelerating adoption of technology
  - c. management of risk
  - d. motivation of a diverse workforce
  - e. working conditions as a work value differentiator
- 9.4 Current agreed productivity/efficiency measures which have been accounted for in this Award include:  
**(TO BE INSERTED VIA NEGOTIATIONS)**

## **10. Consultation**

- 10.1. This clause recognises the capacity of the Commissioner to make decisions to effect change within the Department. This clause likewise recognises that where the employer wishes to introduce or implement any change that affects employees, provisions of this Award and/or the employment relationship such change will be the subject of consultation with the Union acknowledging the unique nature of the firefighting industry.
- 10.2. Consultation as defined for the purposes of this Award means the full, meaningful and candid disclosure and discussion of issues and proposals with a genuine consideration of each party's views. It also requires full disclosure of the proposed change including relevant information pertaining to it, and a full and proper opportunity for the Union to consider and respond to the proposed change, along with an opportunity to provide an alternative proposal. Consultation shall provide a genuine opportunity to affect the outcome of any proposal prior to the making of a final decision.
- 10.3 No change pertaining to the employment relationship, this Award and/or matters which affect employees will be implemented prior to full consultation in accordance with this clause. This includes but is not limited to any change, removal or replacement to any of the following:
- Policies, Procedures, Standing Orders, Memorandums of Understanding, Regulations and Legislation which affect the firefighting industry.
  - Technological change.
  - Systems of work.
  - Training.
  - Rostering.
  - Equipment.
  - Vehicles and Appliances.
  - Personal Protective Clothing and other clothing and uniforms.
  - Infrastructure and Station Design.
  - Any matters relating to Health and Safety,
- 10.4 Consultation Process.
- 10.4.1 The parties have established a Joint Consultative Committee (**JCC**) for the purposes of giving effect to the requirement to consult as outlined in subclauses 10.1-3. The JCC will seek to operate on the basis of consensus decision making.



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- 10.4.2 Prior to making any decision to effect change in the circumstances prescribed by subclauses 10.1-3, the Commissioner and/or FRNSW must consult with the Union in accordance with this process.
- 10.4.3 Consultation will commence with a written notification to the Union regarding the proposed change(s). Such written notification will include an outline of the proposed change(s) including all relevant information pertaining to it so as to allow the Union to fully understand the proposed change and its implications.
- 10.4.4 The proposed change(s) will be placed on the Agenda for a meeting of JCC by the Commissioner and/or FRNSW. The outline of the proposed change(s) referred to in subclause 10.4.3 must be provided to the Union at least seven days ahead of the JCC meeting where the Commissioner/FRNSW listed the matter for the JCC Agenda.
- 10.4.5 Thereafter there will be a reasonable opportunity for the Union to consider the proposed change(s) including an opportunity to meet with the Commission and or relevant representatives so as to gather any information relating to the proposed changes and discuss the proposed change.
- 10.4.6 Following such meeting, or if a meeting is not sought by the Union, the Union will be provided with a reasonable opportunity to present its views in relation to the proposed changes at the next scheduled JCC meeting or via other means where the Union is prepared to do so out of cycle. The Union may also choose to provide an alternative proposal at this time for consideration by the Commissioner. Where necessary, the parties will meet at this step to discuss the Unions response/alternative proposal.
- 10.4.7 The Commissioner and/or FRNSW will respond to the Union's views and/or alternative proposal within a reasonable time frame which may also occur at the next meeting of the JCC.
- 10.5 If, following the consultation process outlined in clause 10.4, there is a reasonable basis for the Commissioner/FRNSW to conclude that the consultation process has been exhausted, the Commissioner/FRNSW shall advise the Union accordingly and the following procedures shall then operate.
- 10.6. The Commissioner/FRNSW will notify the Union and the workforce affected by the proposed change of their decision in relation to the subject of the proposed change as well as the process and timetable for its implementation.
- 10.7 If the matter remains in dispute, the Union may refer the decision to the Industrial Relations Commission (**IRC**). Such referral should normally take place within 7 days however the parties recognise that at times, such a referral may take longer. In this case, a reasonable time frame will be appropriate. For the avoidance of doubt, the subject matter of the dispute may be in relation to either the consultation process, or the subject matter of the change, or both.
- 10.8 Where the Union exercises its rights under clause 10.7 to refer a matter to the IRC there will be no implementation of the change until the either the parties agree, or the IRC determines the matter or orders otherwise.

## **11. Memorandums of Understanding / Interstate Agreements**

- 11.1 Any existing agreement and/or memorandum of understanding or like arrangement between the Department and another fire service and/or another agency or like entity (including arrangements with interstate organisations) which affects the response requirements of employees will be submitted to the Union for review within two months of the commencement of this Award. Any proposed new agreements, memorandums of understanding or like arrangements will be consulted on in accordance with clause 10.

## **12. Legislation and Reform**

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- 12.1 Any proposed change arising from proposed legislative or regulatory or statutory rule changes or reform likely to constitute a major change or significant effect on employees, including public sector reform, are included in matters pertaining to the employment relationship and therefore are subject to the consultation requirements of this Award.
- 12.2 FRNSW must consult via clause 10 in relation to any proposed position likely to constitute major change or significant effect on employees to be put to government in relation to such change. Any position likely to constitute a major change or significant effect on employees which FRNSW may put to government in relation to such change must be consistent with the outcomes of consultation.

### **13. Technological Change**

- 13.1 The parties recognise the speed and diversity of changes to technology and that the best results for FRNSW and its employees are achieved when technological change occurs through a cooperative and consultative process.
- 13.2 Any technological change affecting the application or operation of this FRNSW and/or employees will be implemented subject to consultation as per clause 10.
- 13.3 The parties agree that any technological change proposed in accordance with this clause is an efficiency and falls within productivity improvements. All technological change will be assessed by the parties as part of the consultation process in accordance with clause 10 with the aim of reaching an agreed figure as to the amount of productivity/efficiency.

### **14. Climate**

- 14.1 FRNSW will consult in accordance with clause 10 in relation to any researching, considering, planning and preparing for changes in Emergency Management impacting on the work of or conditions under which work is performed by employees as a result of changes to climate. Response to changes to climate shall be a standing item on the Joint Consultation Committee.

### **15. FRNSW Policies**

- 15.1 FRNSW currently has a range of policies that affect employees covered by this Award.
- 15.2 Any policy that affects the application or operation of this Award or the work of employees covered by this Award may only be made or varied by agreement with the FBEU.
- 15.3 Should FRNSW seek to modify, delete or add to any new or existing policy that so affects employees then any change or addition will be the subject of consultation and agreement pursuant to clause 10.
- 15.4 Should any policy be inconsistent with a term of this Award, then it will be invalid to the extent of any inconsistency.
- 15.5 Such policies that have not been dealt with through the consultative process will not be applied, be enforceable or used to reduce the conditions of employment of employees covered by this Award nor will they be used as a means of taking conduct resolution against employees unless full consultation has occurred in accordance with Clause 10 of this Award.
- 15.6 For the purposes of this Award, policies include any document that contains provisions that affect the application or operation of this Award or the work of employees covered by this Award or their representatives., inclusive of procedures, business rules, directions, standing orders, SOPs, Operational Work Instructions or any like document kept or promulgated by FRNSW to their employees.
- 15.7 On commencement of this Award all FRNSW policies that affect the application or operation of this Award or the work of employees covered by this Award or their representatives will be reviewed by the parties in accordance with the consultation clause at 10.

### **16. Disputes Procedure**

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- 16.1 The parties recognise the need to promote prompt and genuine resolution of disputes as they arise.
- 16.2 Where a dispute has been notified, and while the dispute process as outlined below is continuing and remains unresolved, status quo will remain in place in accordance with the existing situation or practice that existed immediately prior to the subject matter of the dispute occurring or arising. No party shall be prejudice as to final settlement by the continuance of work in accordance with the status quo.
- 16.3 Disputes Process
- 16.3.1 Step One  
Employee(s) and/or Union representatives will place the matter before the relevant Senior Employer Representative and/or immediate supervisor. The relevant senior employer representative and/or immediate supervisor will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 16.3.2 Step 2  
Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the next higher officer in charge of the relevant zone or region or other relevant Senior Employer Representative. That officer will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 16.3.3 Step 3  
Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Executive Director People and Culture. The Executive Director People and Culture will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 16.3.4 Step 4  
Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Commissioner. The claim, issue or dispute and all relevant circumstances relating to it will be fully reviewed by the Commissioner and the Union and all reasonable steps shall be taken in an attempt to resolve the matter.
- 16.3.5 Step 5  
Failing agreement the claim, issue or dispute may be referred to the appropriate Industrial Tribunal and or Court where all powers of such Tribunal/Court can be exercised including any appeal rights in order to determine the dispute.
- 16.4 It is the intention of the parties that Steps 1-4 of the disputes process should take no longer than twenty-eight days allowing seven days total for each step to be completed. At any time during the disputes process the parties may agree to meet to discuss the dispute.

## **17. No Extra Claims**

- 17.1 The parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
- 17.2 The terms of subclause 17.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions

## **A3 – WAGES, ALLOWANCES AND RENUMERATION**

## 18. Basic Wage

- 18.1 This Award, in so far as it fixes rates of wages, is made by reference and in relation to the adult basic wage currently in force under Clause 15 of Division 4 of Part 2 of Schedule 4, Savings, Transitional and other provisions, of the *Industrial Relations Act 1996*.

## 19. Rates of Pay

- 19.1 An employee shall be paid the rate of pay prescribed for the employee's classification in Table 1 of Schedule 1, Rates of Pay, of this Award.
- 19.2 Each "Per Week" rate of pay shown in Table 1 Schedule 1 is a composite rate which incorporates:
- 19.2.1 the basic wage, margin, loading, shift allowance and industry allowance previously prescribed separately in the Fire Brigade Employees (State) Award (as varied from time to time), published in the NSW Industrial Gazette on 28 June, 1991; and
  - 19.2.2 with the exception of the Recruit Firefighter classification, the Roster Allowance previously prescribed separately in the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award 2011, published in the NSW Industrial Gazette on 25 March 2011.
- 19.3
- 19.3.1 The "shift allowance" referred to in subclause 19.2.1.1 is an amount to compensate for shiftwork.
  - 19.3.2 The 'loading' referred to in subclause 19.2.1 is an amount which is in compensation for the incidence, as a result of the normal roster arrangements, of work on weekends and public holidays. Employees who work on Easter Sunday or on any additional public holiday that is Gazetted or otherwise confirmed by the NSW Government shall be credited with the same number of hours of consolidated leave as those hours actually worked on each such day. For the purposes of this clause additional public holidays shall not include local public holidays.
  - 19.3.3 The "industry allowance" referred to in subclause 19.2.1 is an amount which is in consideration of conditions particular to working in the Firefighting Industry.
  - 19.3.4 The "Roster Allowance" referred to in subclause 19.2.2 is an amount equivalent to an employee's hourly rate of pay multiplied by 1.75 in compensation for working a 42-hour week. This amount is a residual of the two hours of 10/14 Rostered Overtime that was paid to employees working a 38-hour week until the Crown Employees (NSW Fire Brigades Firefighting Staff) Award 2000 incorporated this overtime within the total weekly rate of pay and introduced the Roster Allowance and a 40 hour week.

- 19.4 Employees rates of pay will increase annually by the following percentage increases:

26 February 2023	26 February 2024	26 February 2025
8.2%	6%	6%

- 19.5 Employees will also receive an Annual Consumer Price Index Inflation Adjustment Payment in recognition of the rising cost of living associated with high inflation. Such payment will be a one-off annual payment payable on the first full pay increase following 31 March 2023, 2024, and 2025 paid as a lump sum for the percentage difference between the pay increase as provided in subclause 19.4 and any higher rate of inflation for the March quarter of the relevant year. For the avoidance of doubt, this payment is an additional top up payment and cannot operate to adjust the percentage pay increases as outlined in clause 19.4 to a lower rate than provided for in that sub-clause.

- 19.6 Superannuation

19.6.1 In recognition of the inherently dangerous nature of firefighting and the impact of firefighter health, safety and wellbeing the Department will make superannuation Contributions for all employees at rate of 15% of the superable salary.

## 20. Allowances and Reimbursements

### Allowances

20.1 Unless otherwise provided for in this Award, in addition to the rates of pay prescribed in Table 1 of Schedule 1, employees, where applicable, shall be paid the following Allowance:

20.1.2 An amount not exceeding the Laundry Expenses set at Item 1 of Table 1 of Schedule 2, for all reasonable laundry expenses incurred by an employee who performs duty on a temporary basis outside the GSA. Accounts for such laundry expenses are to be submitted when a claim is made.

20.2.2 The Kilometre Allowance set at Item 2 of Table 1 of Schedule 2, per kilometre:

20.2.2.1 for Non-Officers or Officers who perform a "Stand By" and who are required to use their private vehicle to perform such "Stand By". The distance shall be the agreed distance or, if the return distance travelled by the employee from the station at which duty commenced to the station at which the "Stand By" is performed is not contained in the Matrices, the actual distance necessarily and reasonably travelled; and

20.2.2.2 for Firefighters who travel between stations pursuant to Clause 30, Relieving Provisions; and

20.2.2.3 for Officers who are required to use their own vehicle to attend an incident whilst off duty.

20.2.3 The Major Aerial Allowance set at Item 3 of Table 1 of Schedule 2, per week, for Employees who are qualified to operate a Major Aerial Appliance.

20.2.4 The Minor Aerial Allowance set at Item 4 of Table 1 of Schedule 2, per week, for Employees who are qualified to operate a Minor Aerial Appliance.

20.2.5 The Hazmat Allowance set at Item 5 of Table 1 of Schedule 2, per week for employees who are qualified Hazmat Technicians.

20.2.6 The Country Allowance set at Item 10 of Table 1 of Schedule 2 for Officers and Senior Officers who are attached to a station or workplace located outside the GSA and outside the areas specified in subclause 36.2.2 of this Award, which shall be paid for all purposes.

20.2.7 The Remote Area Allowance set at Item 11 of Table 1 of Schedule 2, per week, for Non-Officers and Officers who are attached to a station at Broken Hill or Moree, which shall be paid for all purposes.

20.2.8 The Rescue Allowance set at Item 12 of Table 1 of Schedule 2 for employees who are qualified in General Land Rescue.

20.2.9 The Service Allowance set at Item 19 of Table 1 of Schedule 2 for Non-Officers who have completed the requisite period of service as an employee.

20.2.10 The Marine Allowance set at Item 18 of Table 1 of Schedule 2, per week, for employees who are qualified for and attached to a designated marine station.

20.2.11 The In Water Rescue Allowance set at Item 13 of Table 1 of Schedule 2, per week for employees who are qualified in In Water Rescue.

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**20.2.12** The Land Based Flood Rescue Allowance set at Item 14 of Table 1 of Schedule 2, per week for employees who are qualified in Land Based Flood Rescue.

**20.2.13** The Vertical Rescue Allowance at Item 15 of Table 1 of Schedule 2, per week for employees who are qualified in Vertical Rescue.

**20.2.14** The Urban Search and Rescue Allowance at Item 16 of Table 1 at Schedule 2, per week, for employees who are qualified in Urban Search and Rescue.

**20.2.15** The Trench Rescue Allowance at Item 17 of Table 1 at Schedule 2, per week, for employees who are qualified in Trench Rescue.

**20.2.17** The Hazmat Servicing Allowance at Item 6 of Table 1 at Schedule 2, per week, for employees who are performing a role in Hazmat Servicing for all periods where they are performing the role inclusive of periods of leave where there is an expectation that the employee will return to the role following any period of leave.

**20.2.18** The "Greater Sydney Area" (GSA) Allowance payable per shift worked or when on paid leave from a shift for each employee attached to a Station Based Position within the GSA of 2% of the employees' rate of pay.

**20.3** For the avoidance of doubt, unless otherwise specified, all allowances listed above are payable for all purposes inclusive of periods of leave and form part of an employee's ordinary time earnings for the purposes of superannuation.

20.4 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, but shall not include employees who perform duty at the relevant station or section pursuant to Clause 9, Overtime, except as provided for the Communication Allowances provided for at subclauses 109, the Country Allowance at subclause 20.2.6 and the Remote Area Allowance at subclause 20.2.7.

20.5 The allowances set at subclause 20.2.9 shall in future be adjusted by firstly calculating the increase for 5-10 years service to the nearest cent to arrive at a new base rate and then doubling that new base rate to arrive at the new 10-15 years service amount and tripling that new base rate to arrive at the new 15-plus years service amount.

### **Reimbursements**

20.6 Licence Reimbursement - All employees will be provided with a Heavy Rigid Licence or will have the cost of obtaining such licence reimbursed by the Department on production of appropriate receipts. Where any other type of licence is required to be held by the employee for the purposes of carrying out their role, responsibilities and/or duties the Department will pay for all costs associated with obtaining the licence or reimburse the employee such cost on production of appropriate receipts.

20.7 Childcare Reimbursement - Where an employee is recalled to work overtime or perform any work outside of their normal rostered hours as a result of there being no available employees to perform the work, and the employee is required to incur an expense for childcare in order that the employee can carry out their work, the Department will reimburse the employee upon production of appropriate documentation of the childcare expense incurred.

### **Clause 21. Relativities**

21.1 The FRNSW agrees to maintain the below relativities between classifications for the life of this Award:

- a. Recruit Firefighter 78% of Qualified Firefighter Rate
- b. Firefighter 90% of Qualified Firefighter Rate
- c. Qualified Firefighter (100% of existing Qualified Firefighter Rate)
- d. Senior Firefighter 106% of Qualified Firefighter Rate
- e. Leading Firefighter 112% of Qualified Firefighter Rate

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- f. Station Officer 127% of Qualified Firefighter Rate
- g. Leading Station Officer 130% of Qualified Firefighter Rate
- h. Inspector 150% of Qualified Firefighter Rate
- i. Superintendent (multiplied by the percentage increase)
- j. Chief Superintendent (multiplied by the percentage increase)

### **Clause 22. Payment of Wages and Allowances**

- 22.1 Employees shall be paid fortnightly, and payment shall be made into a bank account specified by the employee, or other financial institutions acceptable to the Department and the Union.
- 22.2 Employees shall be paid not later than Thursday in any pay week. Provided that an employee who performs overtime shall be paid within two pay periods of the date upon which such overtime was worked.
- 22.3 An employee shall not be entitled to payment in respect of any unwarranted absence from duty or in respect of leave granted without pay.
- 22.5 Where a portion of a week is worked in a higher classification immediately following promotion, payment for that portion shall be ascertained, on an hourly basis, by dividing the minimum rate of pay applicable to the new classification by forty. Such entitlement shall be calculated to the nearest five minutes.
- 22.6 In the event of the death of an employee, all monies due to the employee pursuant to the provisions of this Award shall be paid to the employee's estate.
- 22.7 Payroll Deductions:
  - 22.7.1 Except as provided for in subclause 22.7.2, all salary deductions shall be made in accordance with the Treasury Guidelines.
  - 22.7.2 Upon application by an employee, the Department shall make deductions from the employee's pay for Union subscriptions and shall forward the amount so deducted to the Union as soon as possible thereafter.
- 22.8 Overpayments:
  - 22.8.1 In cases where an employee has been overpaid, the Department shall be entitled to recover such overpayment in full. Unless the employee agrees otherwise, the maximum rate at which the overpayment can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly pay.
  - 22.8.2 In all cases where overpayments have occurred, the Department shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The Department will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
  - 22.8.3 The recovery rate of 10% of an employee's gross fortnightly pay referred to in subclause 22.8.1 may be reduced by approval of the Commissioner if the Commissioner is satisfied that such a rate of recovery would cause undue hardship to the employee concerned.
  - 22.8.4 Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause 22.8.1, the Department shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

### **23. Meals and Refreshments**

- 23.1 Attendance at an Incident

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23.1.1 For the purposes of this clause, an "incident" also includes hazard reduction or any similar situation where facilities comparable to those provided at fire stations are not available to partake of a meal.

23.1.2 Where an employee attends an incident which extends for two hours or more; Refreshments shall be provided no later than two hours after the start of the incident.

23.1.3 Where such an incident extends for four hours or more, the employee shall be provided with a Substantial Meal. After every subsequent four hours of attendance at such an incident, a further Substantial Meal shall be provided.

#### 23.2 Payment in Lieu of the Provision of Refreshments/Meals

23.2.1 Where Refreshments are not provided in terms of subclause 23.1.2, the Refreshment Allowance set at Item 21 of Table 1 of Schedule 2, shall be paid.

23.2.2 Where an Emergency Meal is supplied in lieu of a Substantial Meal, the Refreshment Allowance set at Item 21 of Table 1 of Schedule 2, shall be paid.

23.2.3 Where a Substantial Meal or Emergency Meal is not provided in terms of subclause 23.1.3, the Meal Allowance set at Item 20 of Table 1 of Schedule 2, shall be paid.

#### 23.3 During Overtime

23.3.1 An employee who works overtime which:

23.3.1.1 involves the attendance at an incident shall be provided with refreshments/meals in terms of subclauses 23.1.2 and 23.1.3 or the payment in lieu thereof as prescribed in subclause 23.2;

23.3.1.2 does not involve attendance at an incident shall, if such overtime extends for more than two hours, be paid the Meal Allowance set out at Item 20 of Table 1 of Schedule 2. After every subsequent four hours of such overtime worked, the Refreshment Allowance set out at Item 21 of Table 1 of Schedule 2, shall be paid.

#### 23.4 Method of Payment and Calculation of Allowances in Lieu of Refreshments/Meals

23.4.1 The payments referred to in subclause 23.3.1.2 (only) 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.

23.4.2 The allowances referred to in this clause shall be calculated as follows:

23.4.2.1 The Meal Allowance at Item 20 of Table 1 of Schedule 2, is the average, rounded to the nearest five cents of the amounts prescribed for the overtime meal allowances for breakfast, lunch and dinner at Item 19 of Table 1 Part B of the Crown Employees (Public Service Conditions of Employment) Award 2002.

23.4.2.2 The Refreshment Allowance in Item 21 of Table 1 of Schedule 2 is half, rounded to the nearest five cents of the Meal Allowance in Item 20 of Table 1 of Schedule 2.

### **24. Transport**

24.1 Where an employee has been rostered for duty and works from 0800 hours to 1800 hours and is retained on overtime and ceases duty after 2000 hours and public transport or other normal means of transport is not reasonably available, arrangements may be made by the Department to provide transport (by taxi or otherwise) to ensure that the employee obtains reasonable transport home.

### **25. Travelling Compensation**



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25.1 Excess Travelling Time

When an employee is required to travel outside their normal hours of duty the employee may apply for payment for excess time spent travelling, subject to the following:

- 25.1.1 If the travel is on a non-working day and is undertaken by direction of the Commissioner or an authorised officer, the employee is entitled to the benefit of subclause 25.1.
- 25.1.2 Where the travel is on a working day, the excess time spent travelling before the normal commencing time or after the normal ceasing time, rounded to the lower quarter hour, shall be counted for the benefit of subclause 25.1.
- 25.1.3 Payment for excess travelling time on both a working day and a non-working day shall be at the employee's ordinary rate of pay on an hourly basis (calculated by dividing the "Per Week" rate of pay by 40) subject to a ceiling of the hourly rate of pay of a Station Officer.
- 25.1.4 Where the employee has travelled overnight but has been provided with sleeping facilities, the travelling time shall not include travel between 2300 hours on one day and 0730 hours on the next day.
- 25.1.5 Travelling time does not include time spent:
  - 25.1.5.1 travelling on permanent transfer where the transfer involves promotion with increased salary; or as a consequence of a breach of discipline by the employee; or is at the employee's request; or is under an arrangement between employees to exchange positions;
  - 25.1.5.2 travelling by ship on which meals and accommodation are provided; or
  - 25.1.5.3 taking a meal when the employee stops a journey to take the meal.
- 25.1.6 Travelling time shall be calculated by reference to the use of the most practical and economic means of transport.
- 25.1.7 Payment will not be made or allowed for more than eight (8) hours in any period of twenty-four (24) hours.

25.2 Waiting Time

When an employee qualifies for the benefit of Excess Travelling Time, necessary waiting time is to be counted as Travelling Time calculated as follows:

- 25.2.1 Where there is no overnight stay with accommodation at a centre away from the employee's residence or normal work location, one hour shall be deducted from:
  - 25.2.1.1 the time between arrival at the centre and the commencement of duty; and
  - 25.2.1.2 the time between ceasing duty and the time of departure from the centre.
- 25.2.2 Where overnight accommodation is provided, any time from arrival until departure shall not count as waiting time except as follows:
  - 25.2.2.1 if duty is performed on the day of arrival, the time less one hour between arrival and the commencement of duty; and
  - 25.2.2.2 if duty is performed on the day of departure, the time less one hour from the completion of duty to departure; or

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- 25.2.2.3 if no duty is performed on day of departure the time after 0830 hours until departure.

### 25.3 Meal Allowances

25.3.1 When an employee is required to perform official duty at a temporary work location and is not required to reside away from home (a one day journey), the employee shall be eligible to be paid the following meal allowances subject to the following conditions:

25.3.1.1 For breakfast when required to commence travel at/or before 0600 hours and at least one and a half hours before the normal commencing time, the amount set at Item 4 of Table 2 of Schedule 2.

25.3.1.2 For lunch when, by reason of the journey, an employee is unable to take lunch at the place or in the manner in which the employee ordinarily takes lunch and is put to additional expense, the amount set at Item 5 of Table 2 of Schedule 2 or an amount equivalent to the additional expense, whichever is the lesser.

25.3.1.3 For an evening meal when required to work or travel until or beyond 1830 hours and at least one and a half hours after the ordinary ceasing time, an amount set at Item 6 of Table 2 of Schedule 2.

25.3.1.4 Meal Allowances shall not be paid where the employee is provided with an adequate meal.

### 25.4 Accommodation Allowances

When an employee is required to perform official duty at a temporary work location which requires the employee to reside away from home and the employee is not provided with accommodation by the Government, the employee shall be eligible to be paid the following accommodation (sustenance) allowances subject to the conditions set out below:

25.4.1. For the first 35 calendar days, the appropriate amounts set at Item 7 of Table 2 of Schedule 2; or

25.4.2 The actual necessary expenses for meals and accommodation (actuals), together with incidental expenses as appropriate, set at Item 8 of Table 2 of Schedule 2. The necessary expenses do not include morning and afternoon tea.

25.4.3 After the first 35 calendar days and for up to six months an employee shall be paid an allowance at the rate set at Item 9 of Table 2 of Schedule 2 provided the allowance paid to an employee, temporarily located in Broken Hill, shall be increased by 20%. The allowance is not payable in respect of:

25.4.3.1 Any period during which the employee returns home on weekends or public holidays commencing with the time of arrival at the residence and ending at the time of departure from the residence; or

25.4.3.2 Any other period during which the employee is absent from the temporary work location (including leave) otherwise than on official duty, unless approved by the Commissioner.

25.4.4 The capital city rate shall apply to Sydney as bounded by the GSA.

25.4.5

25.4.5.1 Where an employee proceeds directly to a temporary work location in a Capital city and returns direct, the Capital city rate applies to the whole absence.

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25.4.5.2 Where an employee breaks the journey, other than for a meal, in a centre that is not a capital city, the capital city rate applies only in respect of the time spent in the capital city, the elsewhere rate applies to the remainder of the absence.

25.5 Incidental Expenses Allowances – Government Provided Accommodation

When an employee is required to perform official duty at a temporary work location which requires that the employee reside away from home and is provided with accommodation by the Government, the employee shall be eligible to be reimbursed expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform that duty and in addition be paid an allowance at the rate set at Item 10 of Table 2, of Schedule 2 as appropriate. Such expenses are limited to costs in relation to food, laundry and accommodation that exceed what would normally have been incurred at home. Any meal taken at a Government establishment is to be paid for and appropriate reimbursement sought.

25.6 Additional Provisions

25.6.1 Unless specifically provided for in Clause 30, Relieving Provisions, Clause 65, Training Course Attendance Entitlements or Clause 67, Court Attendance Entitlements, the provisions of this clause shall not apply in the circumstances provided for by those clauses. Nor do they apply to Recruits undertaking College training.

25.6.2 When an employee is required to travel to a temporary work location or to attend a training course or conference on what would normally be regarded as a one day journey and the time of travel will exceed four hours on any one day in addition to the normal hours of work, the employee may be directed or may request that the employee reside temporarily at a place other than the employee's residence to avoid such travel time on any day and in such case shall be entitled to the accommodation allowances as appropriate.

25.6.3 The claim for an accommodation allowance or reimbursement of expenses shall be for the whole of the period of absence and cannot be dissected into part of the time of the absence by way of allowance and part of the absence being compensated by reimbursement.

25.6.4 When an employee in receipt of an accommodation allowance is granted special leave to return home from a temporary work location, the employee shall be reimbursed for the cost of the return rail fare or if a first class rail service is reasonably available, the cost of a first class return rail fare, or a motor vehicle allowance at the appropriate specified journey rate set at Item 1 of Table 2 of Schedule 2 to the value of the rail fares. No taxi fares or other incidental expenses are payable.

**25.7 Travel Cost Reimbursement**

25.7.1 An employee shall be provided with an official motor vehicle, where available, for travel to and from a temporary work location, or to attend a training course or conference. Where an employee is provided with an official motor vehicle, reimbursement is not payable for that journey.

25.7.2 Where an official motor vehicle is not available, and agrees to use the employee's private vehicle, reimbursement shall be at the Official Business rate set at Item 11 of Table 2 of Schedule 2.

25.7.3 Where an official motor vehicle is available, an employee may elect to use their private vehicle. In this instance the employee shall be reimbursed at the specified journey rate set at Item 1 of Table 2 of Schedule 2.

25.7.4 Where the employer and employee agree, travel may be undertaken by alternative private and/or public means of transport including air travel. Where this occurs, the employee will be provided with a proposed travel itinerary prior to their agreement to travel by this mode and the employer will ordinarily make and pay for the travel arrangements. In

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circumstances where the employee elects to do so, the employee may seek to provide the employer with a proposed travel itinerary and make their own arrangements following approval of the itinerary by the employer. Where this occurs, the employer will reimburse the employee the cost of such travel in accordance with the itinerary.

- 25.8 Where the meal allowance or the accommodation allowance is insufficient to adequately reimburse the employee for expenses properly and reasonably incurred a further amount may be paid so as to reimburse the employee for the additional expenses incurred subject to the following:
- 25.8.1 The Commissioner may require the production of receipts or other proof that expenditure was incurred.
- 25.8.2 If any expense in respect of which an allowance is payable was not properly and reasonably incurred by the employee in the performance of official duties, payment of the allowance may be refused or the amount of the allowance may be reduced.
- 25.8.3 If any purported expense was not incurred by the employee, payment of the allowance may be refused or the amount of the allowance may be reduced.
- 25.9 The Commissioner is to consider the convenience of the employee when an employee is required to travel to a temporary work location.
- 25.10 Unless special circumstances exist, the employee's work, the mode of transport used and the employee's travel itineraries are to be organised by the employer and approved by both the employer and employee in advance so that compensation for excess travel time and payment of allowances is reasonably minimised.
- 25.11 Claims
- 25.11.1 Claims under this clause should be submitted promptly by the employee.
- 25.11.2 On receipt of such claims by the employee the employer will make payment of all verified claims by no later than the following full pay period following the claim by the employee.
- 25.11.3 The employer may approve applications for advance payments where claims can be made prior to the expenditure.
- 25.11.4 Where an allowance is payable at a daily rate and a claim is made for a portion of the day, the amount to be paid is to be calculated to the nearest half hour.
- 25.12
- 25.12.1 The meal, accommodation, and incidental allowances in Items 4 to 10 of Table 2 of Schedule 2, shall be adjusted on 1 July in line with the corresponding reasonable allowance amounts for the appropriate financial year as published by the Australian Taxation Office (ATO).
- 25.12.2 The per kilometre rates in Items 1 & 11 of Table 2 of Schedule 2, shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures).

**Clause 26. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation**

- 26.1 The entitlement to salary package in accordance with this clause is available to permanent full-time employees.
- 26.2 For the purposes of this clause:

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- 26.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 19 Rates of Pay and clause 20 Allowances and Schedules 1 and 2 of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- 26.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 26.3 By mutual agreement with the Commissioner, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 26.3.1 a benefit or benefits selected from those approved by the Industrial Relations Secretary; and
- 26.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Industrial Relations Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- 26.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 26.5 The agreement shall be known as a Salary Packaging Agreement.
- 26.6 Except in accordance with subclause 26.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Commissioner at the time of signing the Salary Packaging Agreement.
- 26.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- 26.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
- 26.7.2 where the Department is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 26.7.3 subject to the Department's agreement, paid into another complying superannuation fund.
- 26.8 Where the employee makes an election to salary sacrifice, the Department shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 26.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 26.9.1 Police Regulation (Superannuation) Act 1906;
- 26.9.2 Superannuation Act 1916;
- 26.9.3 State Authorities Superannuation Act 1987; or
- 26.9.4 State Authorities Non-contributory Superannuation Act 1987, the Department must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 26.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 26.9 of this clause, the Department must continue to base contributions to that fund on the salary payable as if the Salary

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Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.

26.11 Where the employee makes an election to salary package:

26.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and

26.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 19, Rates of Pay and Clause 20 Allowances, of Schedules 1 and 2 of this Award if the Salary Packaging Agreement had not been entered into.

26.12 The Industrial Relations Secretary may vary the range and type of benefits available from time to time following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.

26.13 The Industrial Relations Secretary will determine from time to time the value of the benefits provided following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

#### **A4 – STAFFING, SYSTEM CONDITIONS AND ROSTERS**

##### **27. Hours of Work**

27.1 Subject to subclauses 27.2.2 and 27.2.3, 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 42, Annual Leave.

27.2 Arrangement of Rosters

27.2.1 Subject to subclause 27.9, 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. Any proposed change at any location from one roster system to another, or to a new roster system, shall only occur following agreement between the Department and the Union.

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

27.2.2.1 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;

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

27.2.2.3 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.

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- 27.2.2.4 must not allow split or broken shifts;
  - 27.2.2.5 must not allow a reduction in the minimum Operational Firefighter staffing required at the station/location in question;
  - 27.2.2.6 must not allow more than five days' work, or more than five rostered shifts, in any seven day period; and
  - 27.2.2.7 must not average more than forty two ordinary working hours per week over the eight-week cycle.
- 27.2.3 An Operational Firefighter who elects to work an alternative roster that allows fewer average ordinary working hours than allowed for by subclause 27.1 shall be paid and accrue leave on a pro-rata basis.
- 27.2.4 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:
- 27.2.4.1 be paid the Relieving Allowance, if payable, twice for each rostered 24 hour shift so worked; and
  - 27.2.4.2 have any Outduty performed during a rostered 24 hour shift counted as two Outduties for the purposes of subclause 30.17; and
  - 27.2.4.3 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
  - 27.2.4.4 have any compassionate leave taken during a rostered 24 hour shift counted as two shifts for the purposes of subclause 43.1; and
  - 27.2.4.5 have any unsupported sick leave absence taken during a rostered 24 hour shift counted as two separate occasions for the purposes of subclause 47.8 except;
    - 27.2.4.5.1 a part shift sick leave absence falling between 0800 and 1800 hours or a part shift sick leave absence between 1800 and 0800 will be counted as one occasion for the purposes of subclause 47.8.
    - 27.2.4.5.2 The arrangements in subclause 27.2.4.5.1 will cease on the expiration of this Award unless either party terminates these arrangements sooner
- 27.2.4a In all cases, the Relieving Allowance paid at subclause 27.2.4.1 and the Outduties and leave counted at subclauses 27.2.4.2, 27.2.4.4 and 27.2.4.5 shall not be paid or counted either less or more than twice during a 24 hour rostered shift.
- 27.2.5 Subject to subclause 27.2.6, 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.
- 27.2.6 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:
- 27.2.6.1 shall return the Operational Firefighter(s) who requested to return to their default roster within 28 days; and
  - 27.2.6.2 shall notify the remaining Operational Firefighters, in writing, of that request within

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 7 days; and

27.2.6.3 may return the Operational Firefighters to their default rosters not less than 21 days following their receipt of notification at subclause 27.2.6.2.

27.3 Standard 10/14 Roster System

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

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

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

27.3.2 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.



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27.4 Back to Back Roster System

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

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

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

27.4.2 The shifts within the Back-to-Back roster cycle shall be as set out in the Table at subclause 27.4 where: D = 0600 hours to 1800 hours.

27.5 Overlap Roster System

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

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

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

27.5.2 The shifts within the Overlap roster cycle shall be as set out in the Table at subclause 27.5 where:  
D = 0700 hours to 1730 hours.

27.6 Special Roster System

27.6.1 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.

27.7 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 27.3 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.

27.8 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.

27.9 Irrespective of which roster is for the time being applicable, the following general conditions shall apply:

27.9.1 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.

27.9.2 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.

27.9.3 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.

27.9.4 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.

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- 27.9.5 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.
- 27.9.6 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.
- 27.10 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 27.8.
- 27.11 Employees shall not 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 27.12.
- 27.12 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:
- 27.12.1 that such employees have the Department's approval to do so; and
- 27.12.2 that such employees have at least eight consecutive hours off duty between the cessation and recommencement of duty; and
- 27.12.3 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 27.9.6.
- 27.13 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 on a self-directed rostering basis.
- 27.14 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:
- 27.14.1 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.
- 27.14.2 An approved change of shift agreement shall operate so that:
- 27.14.2.1 The employee who was originally rostered to work, but did not do so (Employee A) shall:
- 27.14.2.1.1 be paid the wages they would otherwise have been paid pursuant to clauses 19 and 20 for that shift or part shift; and

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- 27.14.2.1.2 accrue the leave they would otherwise have accrued pursuant to Clauses 42, 45 and 47 for that shift or part shift; and
- 27.14.2.1.3 subject to subclauses 30.6 and 27.14.2.2.2, be paid the Relieving Allowance as if they had worked that shift or part shift.
- 27.14.2.2 The off-duty employee who works in Employee A's stead (Employee B) shall:
  - 27.14.2.2.1 be recognised for and paid for all purposes other than those listed at subclauses 27.14.2.1 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 29; and
  - 27.14.2.2.2 subject to subclause 30.6, be paid the Relieving Allowance provided: firstly; that Employee B shall always assume Employee A's base station for the purposes of Clause 30; and secondly; if Employee A and Employee B satisfy the requirements of subclause 30.6 then only Employee B shall be paid the Relieving Allowance and, if applicable, only Employee B shall be considered to have performed an Outduty.
- 27.14.2.3 Employees may take leave (including annual and long service leave) during an operative change of shift agreement. 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.
- 27.14.2.4 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.
- 27.14.2.5 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.
- 27.14.2.6 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 for) from Employee B's relevant leave balance, unless it is a part change of shift agreement pursuant to 27.14.2.7.
- 27.14.2.7 Employee B may elect to enter into a change of shift agreement while on annual leave. In these circumstances, Employee B's entire annual leave period shall be debited for the hours they were rostered off on annual leave.
- 27.14.3 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.
- 27.14.4 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.
- 27.14.5 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.

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27.14.6 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.

27.14.7 Subject to subclause 27.14.2.3, 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 agrees, in writing, to terminate that agreement, or a change of shift is cancelled by the Department pursuant to subclause 27.14.6.

## **28. Higher Duties**

28.1 Subject to subclauses 28.2, 28.3, 28.4 and 28.7, an employee shall not be permitted to perform higher duties unless, firstly, the employee is qualified to perform such duties and, secondly, where a rank or classification structure applies, the employee is at the rank or classification immediately below the rank or classification of the position in which the relief is to be performed.

28.2 Where a Station Officer is temporarily absent (on leave or for any other reason), that Station Officer's position may be filled by a Leading Firefighter (Station Officer Qualified) performing higher duties in the following circumstances:

- a) Where the Station Officer is on Annual Leave for a period not exceeding three months.
- b) Where the Station Officer is on Long Service Leave for a period not exceeding three months.
- c) Where the Station Officer is on Sick, Carers Leave, Workcover or other Medical Leave for a period not exceeding three months.
- d) Where the Station Officer is temporarily performing alternative/lights duties for a period not exceeding three months.
- e) Where the Station Officer is on Parental Leave for a period of not exceeding three months.

28.3 Where an Inspector is temporarily absent (on leave or for any other reason), that Inspector's position may be filled by a Leading Station Officer (Inspector Qualified) performing higher duties in the following circumstances:

- a) Where the Inspector is on Annual Leave for a period not exceeding three months.
- b) Where the Inspector is on Long Service Leave for a period not exceeding three months.
- c) Where the Inspector is on Sick, Carers Leave, Workcover or other Medical Leave for a period not exceeding three months.
- d) Where the Inspector is temporarily performing alternative/lights duties for a period not exceeding three months.
- e) Where the Station Officer is on Parental Leave for a period of not exceeding three months.

28.4 For the avoidance of doubt, a Leading Firefighter or Leading Station Officer can only act up the circumstances outline in subclauses 28.2(a)-(e) and 28.3(a)-(e) where the period of leave planned and actually taken by the substantive employee does not exceed a total of three months in any of the circumstances prescribed or due to a combination of any of the circumstances prescribed.

28.5 Leading Firefighters and Leading Station Officers may elect or be directed to temporarily perform higher duties in the circumstances described in subclauses 28.2, 28.3 and 28.4 and subject to subclause 28.6, shall not perform higher duties otherwise.

28.6 For the avoidance of doubt, the intention of subclauses 28.2-28.5 is to ensure that Station Officer positions are ordinarily filled by employees holding the rank of Station Officer or Leading Station Officer, and that Inspector positions are ordinarily filled by employees holding the rank of Inspector.

28.7 An employee performing higher duties shall be paid the difference between the employee's usual rate of pay and the minimum rate of pay for the rank or classification in which the higher duties are performed. An employee who is ordinarily entitled to an allowance under clause 20 shall continue to be paid such allowance while they are performing higher duties.

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- 28.8 An employee performing higher duties who proceeds on any form of leave shall be paid during such leave at the employee's usual rate of pay and not at the rate of pay of the rank or classification in which the higher duties were being performed.
- 28.9 While a Senior Officer who relieves an Executive Officer shall be remunerated for the period of relief in terms of subclause 28.7, such employee shall, with the exception of provisions relating to hours of work and overtime, retain the conditions of employment applicable to a Senior Officer. In relation to hours of work and excess hours such an employee shall, for the period of relief, be covered by subclause 27.13 of Clause 27, Hours of Work.
- 28.10 In selecting employees to perform higher duties the following procedures shall apply:
- 28.10.1 Where the period of relief is to be less than one month, merit selection need not be applied. However, the Department shall have regard to the principles of equitably sharing career development opportunities.
- 28.10.2 Where the period of relief of an Executive Officer or a Non-Station Based position is one month or more and the need for the relief is known in advance, expressions of interest shall be called for and determined by merit selection.
- 28.10.3 Where the need for the relief of an Executive Officer or a Non-Station Based position is not known in advance, but it subsequently becomes known that the duration of the relief is anticipated to be for two months or more, the initial appointment shall be made in accordance with subclause 28.10.1. However, immediately following that initial appointment expressions of interest are to be called for and determined by merit selection.

## 29. Overtime

- 29.1 Subject to subclause 29.2, overtime shall be paid for at the rate of double time, 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.
- 29.2 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.
- 29.3 For meal allowance entitlements where an employee works overtime, see Clause 23, Meals and Refreshments.
- 29.4 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.
- 29.5 The hourly rate of pay for an employee in the classification of Firefighter, Qualified Firefighter, Senior Firefighter, Leading Firefighter, Station Officer, Leading Station Officer, Non-Station Based Team Member and Non-Station Based Team Leader shall be ascertained for the purpose of this clause by dividing the employee's "Per Week" rate of pay by 41.75. The hourly rate of pay for an employee in the classification of Recruit Firefighter, shall be ascertained for the purpose of this clause by dividing the employee's "Per Week" rate of pay by 40.
- 29.6 **Recall to Duty**
- 29.6.1 An employee who is off duty and who is called upon, pursuant to subclause 29.6.2, to report for duty shall be entitled to a minimum payment equal to two hours at overtime rates.**
- 29.6.2 Notwithstanding anything elsewhere contained in this clause, in the case of an incident, all employees off duty shall be liable to be called upon to report for duty and if called upon shall report immediately for duty

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29.6.3 An employee who is on annual leave or long service leave and who reports for duty, in addition to payment pursuant to subclause 29.1, be credited with consolidated leave equal to the amount of time so worked.

29.6.4 For meal allowance entitlements when the employee remains on duty for a period of four hours or more in connection with a recall pursuant to subclause 29.6.1, see Clause 23, Meals and Refreshments.

#### 29.7 Recall to Duty

29.7.1 An employee off duty who is required to report for duty shall, on so reporting, be entitled to a minimum payment equal to four hours at overtime rates.

#### 29.8 Where an employee recalled pursuant to either subclauses 29.6.2 or 29.7.1:

29.8.1 Is required to transport the employee's gear from the station/location at which the gear is located to another station/location in order to perform the duties of the recall, such employee shall be paid the Kilometre Allowance set at Item 2 of Table 1 of Schedule 2, for the distance travelled on the forward journey between the two locations, provided that employees who are placed upon a transfer register pursuant to Clause 36, Transfers Outside of the GSA, and are claiming residential priority shall instead be paid the Kilometre Allowance for the distance between the permanently staffed station closest to their primary residence and the station/location where the duties of the recall are to be performed.

29.8.2 Is required to transport the employee's gear back to the station/location at which the gear was located because the Department is unable to do so, the employee shall also be entitled to be paid kilometres equal to the forward journey at subclause 29.8.1. For the purpose of this subclause "distance travelled" means the agreed distance or, if the distance is not covered by a Matrix, the actual kilometres between the two stations/locations.

29.8.3 Incurs a toll as a consequence of using a bridge, tunnel or motorway when travelling to perform the recall, such employee shall be reimbursed for the cost of the toll.

#### 29.9 On such nights as may be fixed by the Department or by the Commissioner on reasonable notice in the circumstances not exceeding two nights in any week, an employee shall work such overtime as is reasonably necessary for usual Brigade inspections, or for giving instructions to Retained Firefighters.

#### 29.10 When overtime work is necessary it shall, except in the case of an emergency, be so arranged that employees have at least eight consecutive hours off duty between the work of successive shifts. Where an employee works so much overtime between the termination of the employee's ordinary work on any day or shift, and the commencement of the employee's ordinary work on the next day or shift, that the employee has not had at least eight consecutive hours off duty between these times, the employee shall be released after completion of such overtime until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

29.10.1 If on the direction of the employee's authorised supervisor, such employee resumes or continues work without having had such eight consecutive hours off duty, the employee shall be paid at the rate of double time until the employee is released from duty for such period, and the employee shall be entitled to be absent until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

29.10.2 Provided that while recalls shall be paid for at overtime rates in accordance with this Award, where the actual total time worked on a recall or recalls is less than 3 hours it shall not count for the purpose of determining whether an employee has had an eight hour break pursuant to this subclause.

### **30. Relieving Provisions**

#### 30.1 The provisions of this clause shall only apply to:

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- 30.1.1 Relieving Employees, as defined in Clause 7, when such employees work a rostered shift at either the employee's base station/location or performs a relief duty at another station/location; and
- 30.1.2 Other employees when such employees perform an "Outduty", as defined in Clause 7.
- 30.2 Relieving Employees shall be assigned to a base station/location which, as far as is practicable having regard to the Department's operational requirements, is in the employee's stated preferred Zone, or in the Zone closest to the employee's residence.
- 30.3 Relieving Employees shall report for duty at their base station/location unless otherwise directed.
- 30.4 Subject to the exceptions in subclause 30.4.1, employees cannot be directed to perform relief duty outside the Fire District to which they are attached.
  - 30.4.1 Exceptions
    - 30.4.1.1 Relieving Employees (pursuant to subclause 30.1.1);
    - 30.4.1.2 Employees (pursuant to subclause 30.1.2) who are placed upon a transfer register pursuant to Clause 36, Transfers Outside of the GSA, and are claiming residential priority may be directed to relieve in an area to which that transfer register applies.
- 30.5 Notwithstanding the provisions of subclause 30.4, any employee may elect to perform relief duty outside the Fire District to which they are attached.
- 30.6 Relieving Allowance
  - 30.6.1 The Relieving Allowance set at Item 22 of Table 1 of Schedule 2 shall be paid to:
    - 30.6.1.1 a Relieving Employee for each rostered shift worked by the employee at the employee's base station and, except as provided for by subclause 30.6.2 or as otherwise provided by this Award, for each rostered shift on which the employee performs a relief duty at another station/location.
    - 30.6.1.2 other employees on each occasion, except as provided for by subclause 30.6.2 or as otherwise provided by this Award, when such employees perform an Outduty in terms of subclause 30.1.2.
  - 30.6.2 Unless otherwise provided in this Award, the Relieving Allowance prescribed in subclause 30.6.1 shall not be paid to either a Relieving Employee (or other employee pursuant to subclause 30.1.2) 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 25, Travelling Compensation.
- 30.7 Unless specifically provided for elsewhere in this clause, when a Relieving Employee (or other employee pursuant to subclause 30.1.2) is required to perform relief duty on a rostered shift at another station/location:
  - 30.7.1 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 1 of Schedule 2, for that agreed distance.
  - 30.7.2 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 30.7.1:
    - 30.7.2.1 with prior notice, the employee shall be entitled to payment of:
      - 30.7.2.1.1 the Relieving Allowance; and



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- 30.7.2.1.2 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 1 of Schedule 2, for the distance travelled on the forward journey from the station/location at which the gear is located to the relief station/location; and
  - 30.7.2.1.3 for travel other than for the transport of the employee's gear, the Kilometre Allowance set out at Item 2 of Table 1 of Schedule 2 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
  - 30.7.2.1.4 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 1 of Schedule 2, for the return kilometres equal to the forward journey.
- 30.7.2.2 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 1 of Schedule 2, for the distance actually travelled.
- 30.7.2.3 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.
- 30.7.2.4 For the purposes of subclauses 30.7.2.1.2 and 30.7.2.1.4 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.
- 30.7.2.5 the provisions of subclause 30.7.2.1 are to be read in conjunction with the provisions of subclause 30.8.
- 30.8 If, in a particular case, an employee considers that the presumed "no disadvantage" envisaged in the provisions of 30.7.2.1 is in fact not the case, the employee may submit a claim for the total compensation that the employee considers to be reasonable in the circumstances. All such claims must be supported with written reasons.
- 30.9 For the purpose of this Clause, "distance" shall mean the agreed return distance prescribed between two stations/locations in a Matrix. Each Matrix shall stand alone for the purpose of calculating the relevant distance. If the distance between two stations/locations is not prescribed in a Matrix, then "distance" shall mean the actual distance necessarily and reasonably travelled.
- 30.10 The parties acknowledge that the majority of the distances contained in the Matrices have been calculated using an electronic measuring device. In the event that a discrepancy is identified, the distance in question shall first be rechecked using the electronic measuring device. If the discrepancy still exists then the distance in question shall be checked using, if practicable, a motor vehicle, and if not, some other method agreed to by the Department and the Union.
- 30.10.1 If a distance in the Matrices is found to be incorrect, then a new agreed distance will be determined. Any new distance and its effective date will be published in the next available Commissioner's Orders.
  - 30.10.2 In cases where the corrected distance is more than that shown in the Matrices, it will take effect from the beginning of the pay period in which the discrepancy was first notified in writing by an employee.

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- 30.10.3 In cases where the revised distance is less than that contained in the Matrices, the new distance will operate prospectively from the beginning of the first pay period to commence on or after the date that the new distance is published in Commissioner's Orders.
- 30.11 Multiple Reliefs During a Rostered Shift.
- 30.11.1 Where a Relieving Employee (or other employee pursuant to subclause 30.1.2) performs relief duties during a rostered shift at more than one station/location, payment shall be made for kilometres for the forward journey/journeys between the station at which duty commenced and the subsequent station/s and between the station at which duty ceased and the station at which duty commenced. Provided that this provision shall not reduce any entitlement that the employee may have in relation to commencing duty at the station at which duty commenced.
- 30.11.2 The provisions of subclause 30.11.1 shall not apply in cases where the provisions of Clause 25, Travelling Compensation, apply.
- 30.12 Provision of Transport
- 30.12.1 Where a Relieving Employee (or other employee pursuant to subclause 30.1.2) is directed without prior notice after the commencement of a rostered shift, to perform relief duty at another station/location, the employee may request the provision of transport by the Department.
- 30.12.2 Where an employee requests the provision of transport in terms of subclause 30.12.1, the employee shall be entitled to the following provisions. Apart from these provisions, no other provisions of this clause shall apply.
- 30.12.2.1 Payment of the Relieving Allowance.
- 30.12.2.2 Except if the employee makes an election in terms of subclause 30.12.2.3, the employee shall be entitled to transport back to the station/location at which duty commenced and to travelling time as prescribed in Clause 25, Travelling Compensation, for the time actually taken, from the completion of duty, to return to the station at which duty commenced.
- 30.12.2.3 Where an employee elects to return to the station/location after completion of duty to the station at which duty commenced by the employee's own means, the employee shall be entitled to be paid the Kilometre Allowance set at Item 2 of Table 1 of Schedule 2, for half the distance prescribed in the relevant Matrix. If no distance is prescribed, the distance shall be the actual distance necessarily and reasonably travelled by the employee to return to the station at which duty commenced.
- 30.13 Where a Relieving Employee (or other employee pursuant to subclause 30.1.2) incurs a toll as a consequence of using a bridge, tunnel or motorway when travelling to perform a relief duty, such employee shall be reimbursed for the cost of the toll.
- 30.14 A Relieving Employee (or other employee pursuant to subclause 30.1.2), who is directed to perform a relief duty on a rostered shift at a station/location which requires the employee to reside at a place other than the employee's residence, shall be entitled to the relevant provisions of Clause 25, Travelling Compensation, in lieu of the provisions of this clause.
- 30.15 Where a Relieving Employee (or other employee pursuant to subclause 30.1.2) performs a relief at a station/location which, under normal circumstances would not require the employee to reside at a place other than the employee's residence, but because of special circumstances the employee is given approval by the Department for accommodation in order to have sufficient rest before returning home, the employee shall be entitled to the following:
- 30.15.1 Appropriate accommodation provided or arranged by the Department.

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- 30.15.2 Retention of the Relieving Allowance.
  - 30.15.3 With the exception of travelling time and costs for travel, the relevant provisions of Clause 25, Travelling Compensation.
  - 30.15.4 The Kilometre Allowance set at Item 2 of Table 1 of Schedule 2, as if the employee had not stayed in the accommodation.
- 30.16 The Relieving Allowance set at Item 22 and the Kilometre Allowance set at Item 2 of Table 1 of Schedule 2 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.
- 30.17 Performance of Outduties.
- 30.17.1 An employee cannot be directed to perform more than twelve (12) Outduties in any Calendar year, unless the employee is a Leading Station Officer who is performing higher duties pursuant to Clause 28.
  - 30.17.2 Notwithstanding the provisions of subclause 30.17.1, an employee may elect to perform more than twelve (12) Outduties in any Calendar year.
- 30.18 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 28.10.2 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.
- 30.19 Unless specifically provided for by this Clause, the provisions of Clause 30, Relieving Provisions and Clause 25, Travelling Compensation, shall be mutually exclusive. That is, an employee shall be entitled to claim, in relation to a particular situation, under either Clause 30, or Clause 25, shall not be entitled to claim under both.
- 30.20 Notwithstanding subclause 30.19, a relieving employee who:
- 30.20.1 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 25.3.1; and/or
  - 30.20.2 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 30.
- 30.21 Where an employee is required to use the employee's private vehicle to perform a Stand By, compensation shall only be in terms of subclause 20.2.2.1.

**30.22** The parties agree to review this clause of the Award during the life of the Award to consider alternative models of relief. Such a review will be conducted in accordance with clause 10 Consultation. No changes in relation to the operation of this clause or relieving will be introduced without agreement of the employer and the Union.

### **31. On Call / Availability Allowance**

- 31.1 All employees who are on call or are required to make themselves available after their ordinary hours will receive an additional 5.5% rate of pay for all periods they are on call or available.
- 31.2 Where an employee is recalled to duty during any period of being on call or making themselves available outside of their hours will be paid in accordance with clause 30, Overtime.

### **32. After Hours Disturbance Allowance**

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- 32.1 Employees will generally not be contacted by the employer whilst on annual, long service, personal or accrued leave.
- 32.2 Any employee who is contacted about any work related matter by any FRNSW employee, representative or volunteer at a time specified in 32.1 or at any time they are not being paid to be at work, or who is required to contact someone else about any work related matter at a time when the employee is not being paid to be at work, shall be paid by the Department an after-hours disturbance allowance of an amount equivalent to a minimum of one hour's pay at ordinary rates for each discrete contact (anything in excess of one hour shall be paid at double time).

### **33. Intrastate, Interstate and International Deployments**

- 33.1 Subject to subclause 33.2, 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.
- 33.2 All employees who are invited and elect to respond to an extended intrastate, interstate or international emergency as part of a deployment, along with the Union, will be made aware of the arrangements for that deployment including the following:
- 33.2.1 the location of the deployment.
- 33.2.2 the time frame of the deployment.
- 33.2.2 the expected amenities, meals and accommodation available throughout the deployment.
- 33.3 In the case of routine cross-border incidents, intrastate deployments and/or interstate or international deployments of less than 48 hours employees shall remain entitled to the general provisions of this Award and the special provisions of this Clause shall not apply except for the provisions of clause 33.2, and 33.6, 33.7 and 33.9.
- 33.4 Employees shall be paid for travelling time to and from the emergency:
- 33.4.1 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
- 33.4.2 on any day between the day of departure to and the day of return from the deployment, in accordance with subclause 31.4.3; and
- 33.4.3 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.
- 33.5 Employees shall be paid for work performed:
- 33.5.1 on the day of departure until midnight Sydney time, at single time during their rostered hours of work pursuant to Clause 30, and at overtime rates otherwise; and
- 33.5.2 for each day between the day of departure to and the day of return from the deployment, all time at single time, provided that:
- 33.5.2.1 employees shall receive a minimum payment for each day equal to 16 hours per day, regardless of the hours actually worked; and
- 33.5.2.2 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
- 33.5.2.3 employees on double time pursuant to subclause 33.5.2.2 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,

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and such employees shall be entitled to remain off duty for eight consecutive hours without loss of pay at subclause 33.5.2.1; and

33.5.3 from midnight Sydney time on the day of return, at single time during their rostered hours of work pursuant to Clause 30, and at overtime rates otherwise.

### 33.6 Accommodation for Intrastate and Interstate Deployments

33.6.1 Employees on an intrastate or interstate deployment who are not provided accommodation that meets a three star rating for Hotel/Motel facilities in accordance with the Australian Tourism Industry Council Star Ratings shall be paid the relevant accommodation allowance set at Item 23 of Table 2 of Schedule 2 or, if the deployment location is not listed in Table 2, the reasonable accommodation allowance for that location as published by Australian Taxation Office (ATO).

33.6.2 Employees who are provided with accommodation as described in subclause 33.6.1 shall be paid the Incidental Expenses Allowance set at Item 24 of Table 2 of Schedule 2, for each day of attendance.

33.6.3 Where an employee is not provided with accommodation that fails to meet the standard prescribed in subclause 33.6.1 and that is not indoors and has no private (personal to that employees use) sleeping and bathroom facilities, the employee will receive an additional amount of the relevant accommodation allowance set at Item 23 of Table 2 of Schedule 2. For the avoidance of doubt, in this instance the employee will receive double the relevant allowance amount.

### 33.7 Meals for Intrastate and Interstate Deployments

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

33.7.2 For each meal not provided in accordance with subclause 33.7.1, the Meal Allowance set at Item 20 of Table 1 of Schedule 2 shall be paid.

33.7.3 Where employees are required to work between the meals provided for in subclause 33.7.1, such employees shall be entitled to the refreshments and meals prescribed by subclause 23.1.

### 33.8 Deployment Allowance for International Deployments

Employees on international deployment shall be paid the Deployment Allowance set at Item 22 of Table 1 of Schedule 2 for each calendar day, or part thereof, from the day of departure until the day of return, inclusive.

### 33.9 Additional Provisions

33.9.1 While an intrastate, 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.

33.9.2 An employee in receipt of any of the allowances which are paid for all purposes will continue to receive such allowances for the duration of the deployment.

33.9.3 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.

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- 33.9.4 Any time worked pursuant to subclause 33.5.2 shall only be compensated for by subclause 33.5.2, provided that an employee shall continue to accrue leave as if they had worked their rostered hours of work pursuant to Clause 27.
- 33.9.5 Despite anything contrary in the provisions of this Award, where an executive officer attends an intrastate, interstate or international deployment, any hours worked over and above their ordinary hours of work will be paid in accordance with clause 30, Overtime.
- 33.9.6 All employees who attend an intrastate, interstate or international deployment will be stood down from ordinary duties without loss of pay or entitlements for a minimum period of 24 hours prior to expected time of departure for travel to a deployment and 24 hours after returning from a deployment.

33.10 In any instance, when the Commissioner activates DART or AUS-02 under the Major Structural Collapse Sub Plan whether it be for training, exercises or deployment, all entitlements will also be in line with clause 33.

#### **34. Rest and Recline**

- 34.1 Employees on duty shall be permitted between the hours of 22:00 hours and 6:00 hours to recline and sleep where there is no emergency response work to be done. During these hours employees will not be unnecessarily disturbed.
- 34.2 The employer will provide a bed and mattress for each firefighter on duty in order to allow them to rest and recline during these hours.
- 34.3 Employees are responsible for providing their own blankets, pillows, etc. as well as for the cleanliness of these items.

#### **35. Notice of Transfer**

- 35.1 An employee may only be permanently transferred, when the employee has provided by the employer the following notice –
  - 35.1.1 Seven (7) days notice when the transfer is within the same fire district or within the GSA and on the same platoon,
  - 35.1.2 Fourteen (14) days notice when the transfer is within the same fire district or within the GSA but to a different platoon,
  - 35.1.3 Twenty eight (28) days notice when the transfer is outside the GSA or the employee's current fire district, and such notice shall be confirmed in writing.
- 35.2 An employee may elect to waive, in whole or in part, the notice requirements of subclause 35.1
- 35.3 An employee may only be temporarily transferred where the notice requirements outlined in clause 35.1 have been met and only in the following circumstances:
  - 35.3.1 for the purposes of completion of a promotional course/program which cannot be completed at the employees current work location and/or platoon and will result in additional pay to the employee on completion; or
  - 35.3.2 for the purposes of completion of a course/program for the acquisition of specialist skills which cannot be completed at the employees current work location and/or platoon and will result in additional pay to the employee on completion.
- 35.4 For the avoidance of doubt, no employee may be temporarily transferred to a new work location and/or to a different platoon in any circumstances than that prescribed for in subclause 35.3

### 36. Transfers Outside of the GSA

This Clause prescribes the transfer arrangements which shall apply in the case of all Operational Firefighter vacancies which arise outside of the GSA.

#### 36.1 Transfer Register Applications

- 36.1.1 Applications for placement on any Transfer Register shall be made by way of report to the Manager Operational Personnel. Such reports shall clearly state the Transfer Register on which the employee seeks to be placed, the employee's current classification, the employee's current address and whether or not the employee is claiming residential priority pursuant to subclause 36.4.
- 36.1.2 With the exception of Recruit Firefighters, all Non-Officers shall be eligible to apply for placement on any one or more of the Country Transfer Registers or Regional Transfer Registers listed at subclause 36.2.
- 36.1.3 With the exception of Inspectors with regards to the Blue Mountains area (only), all Station Officers and Inspectors shall be eligible to apply for placement on any one or more of the Regional Transfer Registers listed at subclause 36.2.2.
- 36.1.4 Leading Firefighters shall be entitled to apply for placement on any Officer Transfer Register but shall not be entitled to a transfer as a consequence of that placement unless and until such time as they have been promoted to Station Officer rank. Similarly, Leading Station Officers shall be entitled to apply for placement on any Senior Officer Transfer Register but shall not be entitled to a transfer as a consequence of that placement unless and until such time as they have been promoted to Inspector rank.
- 36.1.5 The Manager Operational Personnel shall acknowledge receipt of all applications within 14 days of the day upon which they are received. This receipt shall confirm the employee's service number, name, date of application, Transfer Register for which the employee has applied and, if applicable, whether or not the employee's claim for residential priority has been accepted. Applications for placement on a Transfer Register shall only be valid upon the issuing of this receipt, which shall serve as proof of an employee's application.
- 36.1.6 Employees may be removed from a Transfer Register by submitting a further report to that effect to the Manager Operational Personnel, who shall in turn issue a receipt as proof of that withdrawal.

#### 36.2 Transfer Registers

##### 36.2.1 Country Transfer Registers:

<b>Transfer Register</b>	<b>Local Government Area</b>
Albury	Albury City Council
Armidale	Armidale City Council
Batemans Bay	Eurobodalla Shire Council
Bathurst	Bathurst City Council
Broken Hill	Broken Hill City Council
Coffs Harbour	Coffs Harbour City Council
Dubbo	Dubbo City Council
Goulburn	Goulburn City Council
Moree	Moree Plains Shire Council
Nowra	Shoalhaven City Council
Orange	Orange City Council
Port Macquarie	Hastings Council
Queanbeyan	Queanbeyan City Council
Tamworth	Tamworth City Council

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Wagga Wagga	Wagga Wagga City Council
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#### 34.2.2 Regional Transfer Registers:

<b>Transfer Register</b>	<b>Local Government Area</b>
Blue Mountains	Blue Mountains City Council
Central Coast	Central Coast Council
Illawarra	Wollongong City Council and Shellharbour City Council
Maitland	Cessnock City Council, Maitland City Council and Port Stephens Council
Newcastle	Lake Macquarie City Council and Newcastle City Council
Northern Rivers	Tweed Shire Council, Lismore City Council, Byron Shire Council and Ballina Shire Council

36.2.3 The parties agree that where permanent firefighters are to be introduced in an area outside the GSA for which no Transfer Register exists, a new Transfer Register will be established. Where a new transfer register is to be established, the Department shall advertise the establishment of that register and invite initial applications for a period of six weeks. Any applications received within the six week period shall be deemed to have been received on the date of creation of the register and placed on that register in accordance with the following provisions:

36.2.3.1 Notwithstanding the provisions of subclause 36.4.2, an applicant who satisfies the provisions of subclause 36.4.3 and has done so for a period of 2 or more consecutive years leading up to the date of creation of a Transfer Register shall be placed at the top of that Residential Transfer Register. Where more than one applicant satisfies this provision, placement on that Residential Transfer Register shall be determined by a ballot conducted by the Manager Operational Personnel; and

36.2.3.2 Applicants who are unable to satisfy the provisions of subclause 36.2.3.1 shall be placed at the top of the relevant General Transfer Register. Where more than one such application is received, the order of placement shall be determined by way of a ballot conducted by the Manager Operational Personnel.

#### 36.3 Operation of Transfer Registers

36.3.1 The Department shall establish and maintain a General Transfer Register and a Residential Transfer Register for each category of Operational Firefighter employees as follows:

36.3.1.1 in the case of Non-Officers, for each of the Country Transfer Register areas and Regional Transfer Register areas listed at subclauses 36.2.1 and 36.2.2;

36.3.1.2 in the case of Officers, for each of the Regional Transfer Register areas listed at subclause 36.2.2; and

36.3.1.3 in the case of Senior Officers, for each of the Regional Transfer Register areas listed at subclause 36.2.2. Provided that there shall not be a Blue Mountains Regional Transfer Register, a Maitland Transfer Register or a Northern Rivers Regional Transfer Register for Senior Officers, and that vacancies which occur within those areas shall be filled in accordance with subclause 36.7.

#### 36.3.2

36.3.2.1 Each General Transfer Register shall detail each applicant's employee service number, their name (and in the case of Officer and Senior Officer transfer registers only, their rank), the date of their original application for transfer and, if applicable, the date their application for residential priority status was



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- accepted, the date they were elevated to that area's Residential Transfer Register and/or the date of their eventual transfer to the area in question.
- 36.3.2.2 Each Residential Transfer Register shall detail each applicant's employee service number, their name (and in the case of Officer and Senior Officer transfer registers only, their rank), the date of their original application for transfer, the date their application for residential priority status was accepted, the date they were elevated to that area's Residential Transfer Register and, if applicable, the date of their eventual transfer to the area in question.
- 36.3.3 The order of placement of each employee upon each Transfer Register shall be determined:
- 36.3.3.1 in the case of General Transfer Registers, by order of the date upon which the employee made application for placement upon that Transfer Register. Where more than one application for the same Transfer Register is submitted on the same day, the Manager Operational Personnel shall determine the order of placement of those multiple applicants by way of ballot; and
- 36.3.3.2 in the case of Residential Transfer Registers, by order of the date upon which the employee was elevated to that Residential Transfer Register. Subject to the provisions of 36.4.3, 36.4.7.1 and 36.4.7.2, an employee's elevation to a Residential Transfer Register shall be subject to: firstly, the employee having held a position on the relevant General Transfer Register for at least two years; and secondly, the employee having been recognised as having met and maintained residential priority status for that Transfer Register's area for at least two years.
- 36.3.4 Subject to the arrangements applying to Leading Firefighters and Leading Station Officers at subclauses 36.1.4 and 36.3.5, transfers shall be offered to employees upon the occurrence of a vacancy in the following order:
- 36.3.4.1 Firstly, by reference to the relevant Residential Transfer Register, with the first offer to be made to the highest placed employee on that Register and, if declined, to the next highest placed employee and so on until such time as the vacancy is filled.
- 36.3.4.2 In the event that no employee exists on the relevant Residential Transfer Register, or that all employees on that Residential Transfer Register decline the offer of transfer, 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 employee on that Register and, if declined, to the next highest placed employee and so on until such time as the vacancy is filled.
- 36.3.4.3 In the event that no employee exists on the relevant General Transfer Register and/or all employees on that General Transfer Register decline the offer of transfer, the vacancy shall then be advertised for and open to all eligible employees.
- 36.3.5 An employee who accepts an offer of transfer pursuant to subclause 36.3.4 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 result in an employee's removal from the relevant Transfer Register. Employees who are so removed and who subsequently re-apply for placement on that Transfer Register will be required pursuant to subclause 34.4.6 to seek and hold residential priority for two years following their re-application in order to be elevated to that Residential Transfer Register.
- 36.3.6 The Department shall make available copies of all Transfer Registers to employees in the manner agreed between the Department and the Union.

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36.4 Residential Priority

- 36.4.1 All employees seeking residential priority for any Transfer Register area shall be required to submit a report to the Manager Operational Personnel setting out the grounds for their claim. Such employees shall be required to provide evidence of their claim for primary residence prior to being placed on the Transfer Register with Statutory Declarations, electoral enrolment forms, rates notices, bills and/or such other documentation or evidence which it would be reasonable for the Department to request of the employee in order to verify their claim. Vacant blocks of land, Post Office boxes, investment properties, holiday homes or the addresses of relatives or friends, when in fact the employee has primarily resided elsewhere, shall therefore be unacceptable. This report may be either the same report as that of the employee's original application made pursuant to subclause 36.1.1, or a subsequent report which is submitted due to an employee's transfer or a change of primary residence.
- 36.4.2 An employee shall not be entitled to recognition of residential priority on any Transfer Register prior to the date of their report making application for that recognition pursuant to subclause 36.4.1.
- 36.4.3 In order to recognise an employee's claim for residential priority for a particular Transfer Register, the Manager Operational Personnel must first be satisfied that the primary residence in question is located either:
- 36.4.3.1 within the Transfer Register area in question, or
  - 36.4.3.2 in such a location that any permanently staffed fire station within the Transfer Register area for which the applicant is claiming residential priority is closer to their primary residence than any permanently staffed fire station within the GSA or Transfer Register area, as the case may be, to which the applicant is currently attached. For the purposes of this subclause, distances shall be determined by drawing a straight line between both locations and calculating that distance, i.e. in a straight line.
- 36.4.4 Employees holding residential priority status on any Transfer Register will be removed from that Transfer Register if they fail to submit a further report pursuant to subclause 36.4.1 within three months of their:
- 36.4.4.1 change in the location of their primary residence, even where the change did not affect the employee's residential priority status; or
  - 36.4.4.2 transfer from the GSA to a Country or Regional Transfer Register area; or
  - 36.4.4.3 transfer from one Country or Regional Transfer Register area to another Country or Regional Transfer Register area.
- 36.4.5 The Manager Operational Personnel shall acknowledge and review all reports submitted pursuant to subclause 36.4.4. If an employee's transfer or revised primary residence location means that the employee no longer satisfies the residential priority requirements of subclause 36.4.3, then the employee's records upon the relevant Transfer Register(s) shall be adjusted accordingly. It shall remain the responsibility of employees to apply for any additional residential priority status which may arise as a result of their transfer or revised primary residence.
- 36.4.6 Subject to the provisions of subclause 36.4.7, an employee who has held and continually maintained residential priority status upon a General Transfer Register for two years shall then be elevated to the relevant Residential Transfer Register in accordance with subclause 36.3.3.2. Provided that employees who are elevated to a Residential Transfer Register and who are later found to no longer meet the criteria for residential priority shall be returned to and placed upon the relevant General Transfer Register by order of the date of their original application.

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- 36.4.7 In the case of Senior Firefighters who are progressed to Leading Firefighter:
- 36.4.7.1 if stationed within a Regional Transfer Register area at the time of their progression then such employees who make application pursuant to subclause 36.1 within three months of the date of their progression shall be placed on the corresponding Residential Transfer Register for Officers as of the date of that progression;
  - 36.4.7.2 if holding a position on a Regional area's Residential Transfer Register for Firefighters at the time of their progression then such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 36.1, following which they shall also be placed on the corresponding Residential Transfer Register for Officers as of the date of that progression;
  - 36.4.7.3 if holding a position on a Regional area's General Transfer Register for Firefighters at the time of their progression, and holding residential priority status for that area, then such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 36.1, following which they shall also be placed on the corresponding General Transfer Register for Officers as of the date of that progression and recognised for the purposes of subclause 36.4.6 for that period of residential qualification already accrued.
  - 36.4.7.4 if holding a position on a Regional area's General Transfer Register for Firefighters at the time of their progression, but without holding residential priority status for that area, then such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 36.1, following which they shall also be placed on the corresponding General Transfer Register for Officers as of the date of that progression.
- 36.4.8 In the case of Station Officers who are progressed to Leading Station Officer:
- 36.4.8.1 if stationed within a Regional Transfer Register area at the time of their progression then subject to subclause 36.3.1.3, such employees who make application pursuant to subclause 36.1 within three months of the date of their progression shall be placed on the corresponding Residential Transfer Register for Senior Officers as of the date of that progression;
  - 36.4.8.2 if holding a position on a Regional area's Residential Transfer Register for Officers at the time of their progression then subject to subclause 36.3.1.3, such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 36.1, following which they shall also be placed on the corresponding Residential Transfer Register for Senior Officers as of the date of that progression;
  - 36.4.8.3 if holding a position on a Regional area's General Transfer Register for Officers at the time of their progression, and holding residential priority status for that area, then subject to subclause 36.3.1.3, such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 36.1, following which they shall also be placed on the corresponding General Transfer Register for Senior Officers as of the date of that progression and recognised for the purposes of subclause 36.4.6 for that period of residential qualification already accrued;
  - 36.4.8.4 if holding a position on a Regional area's General Transfer Register for Officers at the time of their progression, but without holding residential priority status for that area, then subject to subclause 36.3.1.3, such employees shall be entitled within three months of the date of their progression to submit a further report

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pursuant to subclause 36.1, following which they shall also be placed on the corresponding General Transfer Register for Senior Officers as of the date of that progression.

36.4.9 Employees who are stationed within a Transfer Register area at the time of their appointment to a Non-Station Based position and who make application pursuant to subclause 36.1 within three months of the date of their appointment shall be placed on that area's Residential Transfer Register as of the date of that appointment.

36.4.10 Subject to Clause 61, 63 and 36.7, employees who are promoted to either Station Officer or Inspector and who are not stationed within the GSA at the time of their promotion shall be transferred to and remain within the GSA until such time as they are again transferred outside of the GSA in accordance with the other provisions of this Clause **unless otherwise specified in this Award.**

36.5 Appeals concerning Residential Priority

36.5.1 An employee seeking to challenge either the Department's determination of their residential priority status, or the Department's determination of the residential priority status of another employee may appeal in the first instance by way of report to the Assistant Director Operational Personnel. Such reports shall provide all relevant details and may be supported by any documentation or evidence which the employee considers relevant to their claim. An anonymous appeal against an employee shall not be investigated.

36.5.2 Where an appeal concerns the employee's own residential status, the Assistant Director Operational Personnel shall provide the employee with a written determination of that appeal, setting out the reasons for same, within 14 days of receipt of the employee's report.

36.5.3 Where an appeal concerns the residential status of another employee, the Assistant Director Operational Personnel shall forward a copy of the said report to the employee who is the subject of the challenge. The employee under challenge shall be allowed no less than 28 days to reply by way of report to the Assistant Director Operational Personnel who shall thereafter provide both employees with a written determination of the appeal, setting out the reasons for same, within 14 days of receipt of the second employee's report.

36.5.4 An employee may appeal a determination of the Assistant Director Operational Personnel by way of report to the Commissioner. The Commissioner shall consider all previous reports and documentation relating to the matter, together with any additional information which the employee or employees concerned may supply, following which the Commissioner shall provide the employee or employees concerned with a written and final determination of the matter.

36.6 Newcastle Communication Centre

36.6.1 Vacancies in the Newcastle Communication Centre shall initially be advertised in Commissioner's Orders and open to all eligible employees (Non-Officers or Officers, as the case may be) who are stationed within the Newcastle Transfer Register area. Where there are more applicants than positions available, merit selection shall determine the successful applicant.

**36.6.2 In the event that no suitable applications are received at subclause 36.6.1, or that the merit selection process finds those who did apply unsuitable, the vacancy shall then be re-advertised in Commissioner's Orders and to all Communications Operators Stationed at the Sydney Communications Centre.**

**36.6.3 In the event that there are still no suitable applicants received at subclause 36.6.2, of the merit selection process finds that those who did apply unsuitable, the vacancy will be re-advertised in Commissioners orders and open to all eligible employees.**

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36.6.4 Successful applicants will be required to successfully complete the required training, and on appointment, to serve in the Newcastle Communication Centre for a minimum period of three years. Provided that if the transfer is made in accordance with subclause 36.6.3 then:

36.6.4.1 an employee who accepts an offer of transfer in the interim will be released pursuant to subclause 36.3.5; and

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

### **37. Transferred Employee's Compensation**

37.1 When an employee has been given notice of transfer to work in a new location and the Commissioner requires that the employee move to new accommodation, and the transfer is not subject to the exceptions set out below, the employee shall be eligible for leave or credit of leave, reimbursement of costs, and to be paid allowances set out herein.

37.2 Exceptions

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

- a) at their own request;
- b) under an arrangement between employees to exchange positions;
- c) on account of the employee's breach of discipline;
- d) from one station/location within the Metropolitan Area to another station/location within the Metropolitan Area, or within the same Zone.

37.2.2 For purposes of this clause, Metropolitan Area means and includes the Sydney Region as defined by the Department of Planning but also including the area referred to as the Central Coast on the Northern Line as far as Gosford, the area on the Western Line as far as Mt. Victoria and on the Illawarra Line as far as Wollongong.

37.2.3 Employees who are transferred as a result of inclusion in a transfer list established in accordance with Clause 36 of this Award shall, for the purposes of this Clause, be deemed to have been transferred "at their own request" and shall not be eligible for the entitlements set out in this Clause.

37.2.4 Notwithstanding the provisions of subclause 37.2.1, employees who are transferred by way of a merit selection process, including employees promoted to a rank that necessitates a transfer, shall attract the relevant entitlements of this Clause.

37.2.5 Notwithstanding the provisions of subclause 37.2.1, employees who received compensation for transferring to a particular station/location shall, after a period of not less than 2 years service at that location, be entitled to the provisions of this Clause upon transfer to the GSA.

37.3 This clause does not alter the transfer procedures, as at the date of making of this Award, set out in Standing Orders. Any variation to those procedures shall be by agreement between the Department and Union.

37.4 Leave

When an employee has been given notice of transfer and is required to move to new accommodation the employee shall be eligible for leave and/or to apply for payment at the ordinary rate of pay in lieu of the

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granting of leave or the Commissioner may credit such leave as consolidated leave as follows to a maximum of:

- 37.4.1 Sixteen (16) working hours to visit the new location with a view to obtaining accommodation,
- 37.4.2 Sixteen (16) working hours to prepare and pack personal and household effects prior to removal or for the purpose of arranging storage,
- 37.4.3 Such leave as is necessary to travel to the new location for the purposes of obtaining suitable accommodation and/or to commence duty,
- 37.4.4 Eight (8) hours for the combined purpose of cleaning the premises being vacated and/or occupying and settling into the new premises.

Where an employee is eligible for, and takes leave, for part of a shift the Commissioner may direct the employee to take consolidated leave to credit for the remainder of the shift and if the employee does not have sufficient leave to credit, the shortfall may be taken as an advance against consolidated leave that may accrue or as leave without pay.

- 37.4.5 Provided suitable arrangements can be made for a performance of duties, an employee working a special roster who has been unable to secure accommodation for the family at the new location is entitled to sufficient special leave to permit a return home on weekends once each month to spend two consecutive days and nights with the family, together with an additional day and night in respect of each public holiday occurring in conjunction with the weekend and on which the employee would not normally be rostered for duty. This leave is limited to the time necessarily required in travelling on the day preceding and the day following such weekend.
- 37.4.6 Where a transferred employee working a special roster is located in a district where a return home once each month is not possible, such employee, after four weeks at the new location, will be entitled to sufficient leave to allow the transferred employee two consecutive days and nights at a weekend with the family. Following that four weeks, the employee will be allowed to accumulate special leave at the rate of sixteen (16) working hours per month until sufficient leave is available to allow the return home at a weekend for a similar period.
- 37.4.7 Special Roster is the roster specified at subclause 27.6 of this Award.

37.5 Cost of Temporary Accommodation

For the purposes of this subclause, temporary accommodation does not include a house or a flat, whether owned by the Government or privately owned, but relates to what is commonly termed board and lodging.

- 37.5.1 Transferred employees maintaining dependant relatives at home who are required to vacate the existing residence prior to departure for the new location and/or who find it necessary to secure board and lodging for themselves and dependant relatives at the new location pending permanent accommodation (a residence) becoming available shall be allowed up to the amount set at Item 12 of Table 2 of Schedule 2, per week calculated as the actual cost of the temporary accommodation less an excess contribution calculated as per the following table:

Salary of Officer and Spouse Rate of Pay	Per Week	Each dependant child aged 6 years and over (maximum contribution of \$54 per week) Per Week
\$453.62	\$164	\$11

- 37.5.2 Where a transferred employee maintaining dependant relatives moves to the new location ahead of dependants, and permanent accommodation is not available, necessary board and lodging expenses in excess of the amount set at Item 13 of Table 2 of Schedule 2, per week to a maximum allowance of the amount set at Item 12 of Table 2 of Schedule 2, per week shall be payable.

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- 37.5.3 Where a transferred employee not maintaining dependant relatives in the home is unable to secure permanent accommodation at the new location, the employee is to be paid an allowance of up to 50% of the total cost of board and lodging for a maximum period of four (4) weeks subject to a maximum the amount set at Item 12 of Table 2 of Schedule 2, per week. Where the period of four (4) weeks is not sufficient for the employee to find suitable permanent accommodation, full particulars should be provided to allow the DPE to consider the extension of this provision.
- 37.5.4 An employee receiving an allowance for temporary accommodation as set out above is entitled to a laundry (not dry cleaning) allowance as set out at:
- 37.5.4.1 Item 14 of Table 2 of Schedule 2, per week if the employee only is in temporary accommodation;
- 37.5.4.2 Actual expenses to a maximum as set at Item 15 of Table 2 of Schedule 2, per week if the employee and dependants are in temporary accommodation.
- 37.5.5 Where an employee, together with dependants are in temporary accommodation the allowances may be paid until either
- 37.5.5.1 a suitable residence becomes available; or
- 37.5.5.2 up to twenty six (26) weeks if the transfer is to the country; or
- 37.5.5.3 up to thirteen (13) weeks if the transfer is to the Sydney Metropolitan Area, whichever is the sooner. The payment of allowances in all cases is subject to:
- 37.5.5.4 the production of receipts;
- 37.5.5.5 a written undertaking that any reasonable offer of accommodation will be accepted;
- 37.5.5.6 evidence that the employee is taking all reasonable steps to secure a residence.
- When the Commissioner considers that a transferred employee has refused to accept reasonable accommodation and as a result the payment of an allowance has been discontinued, the matter may be referred by the employee or the Union to a Committee comprising two representatives of the Union and two representatives of the DPE. If no mutual decision is arrived at by the Committee the matter may be referred to the Industrial Relations Commission of NSW.
- 37.5.6 Extension of assistance beyond the twenty six (26)/thirteen (13) week period may be approved only if the application for assistance is supported by acceptable evidence of unsuccessful attempts to obtain accommodation which constitutes reasonably suitable accommodation.

37.6 Removal Costs

- 37.6.1 A transferred employee is entitled to reimbursement for the costs actually and necessarily incurred in removing personal and household effects to the new location. Provided that the journey is travelled by the shortest practicable route and completed within a reasonable time, these costs will include the actual and reasonable expenses incurred by the employee and dependants for meals and accommodation during the course of the journey.
- 37.6.2 Removal expenses allowed under this clause includes the costs of insuring furniture and effects whilst in transit up to an amount set at Item 16 of Table 2 of Schedule 2. Where the insured value exceeds amount, the case should be referred to the DPE for consideration. They should be provided with an inventory of items to be transferred together with a declaration that all items included in that policy are being removed or stored, or, a certificate of valuation from a registered valuer certifying the value of furniture and effects being removed or stored.

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Where, due to circumstances beyond the control of the transferred employee, the furniture and effects of the employee arrive late at the new location or are moved before the employee's departure from the previous location, reimbursement of expenses for meals and accommodation properly and reasonably incurred by the employee and any dependants shall be paid.

37.6.3

37.6.3.1 A transferred employee shall be entitled to compensation for the accelerated depreciation of personal and/or household effects removed to a new location.

37.6.3.2 This entitlement is the amount set at Item 17 of Table 2 of Schedule 2, where the Commissioner is satisfied that the employee has removed a substantial portion of what is normal household furniture, furnishing and fittings of not less value than the amount set at Item 18 of Table 2 of Schedule 2. If the value is less than this amount, a pro rata amount is payable.

37.6.4 Where a transferred employee is required to remove the employee's furniture from temporary accommodation the employee is entitled to be reimbursed removal costs and the compensation for depreciation and disturbance in respect of each such move, notwithstanding that the employee may not be changing the location of work.

37.6.5 When an employee uses a private vehicle for the purposes of official business and finds it necessary to transport another private vehicle, normally used by a dependant relative maintained in the household, the cost of transporting or driving that second vehicle to the employee's new location shall be part of the removal costs and the employee may be paid either the cost of transportation by road or rail or, if the vehicle is driven to the new location, a car allowance at the specified journey rate set at Item 1 of Table 2 of Schedule 2.

37.6.6 The reimbursement for the costs actually and necessarily incurred in removing personal and household effects to the new location shall be the equivalent to the lowest of three competitive quotes where practicable.

37.6.7 An advance to cover the whole or part of removal expenses allowed under this subclause is available. The amount of the advance is to be adjusted by the employee within one month of the expenditure being incurred.

37.7 Storage of Furniture

Where an employee is unable to secure suitable accommodation at the new location and is required to store the furniture while waiting to secure a residence, the cost of storage and cartage to the store, and from the store to the new residence shall be reimbursed. The employee shall also be reimbursed the cost of insurance for furniture and effects while in storage on the same basis as for insuring whilst in transit.

The maximum period of storage under this Clause is twenty six (26) weeks in the country and thirteen (13) weeks in the Metropolitan Area.

37.8 Costs of Personal Transport

37.8.1 The transferred employee and one member of the household, when proceeding on leave for the purpose of visiting the new location with a view to obtaining suitable accommodation, shall be entitled to the option of return rail fares, or if a first class rail service is reasonably available, first-class return rail fares, or reimbursement at the specified journey rate as set at Item 1 of Table 2 of Schedule 2, for the use of a private vehicle up to the cost of rail fares.

37.8.2 The transferred employee and all members of the household, when travelling to the new location for the purpose of commencing duty, shall be entitled to rail fares or reimbursement for the use of the private vehicle, as set out in subclause 35.8.1, provided that, where the members of the employee's household do not travel on the same occasion as the employee, the



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entitlement for their personal transport shall be deferred until such time as travel to take up residence at the employee's new location occurs.

- 37.8.3 A transferred employee working the special roster specified at subclause 27.6, who has been unable to secure accommodation for the family at the new location, who is entitled to special leave to permit a return home at weekends, shall be entitled to the option of rail fares or reimbursement for the use of a private vehicle as set out in subclause 37.8.1 when proceeding on leave.
- 37.8.4 Car allowance in respect of travel by the employee involved in taking up duty at the new location shall be at the official business rate as set at Item 11 of Table 2 of Schedule 2.
- 37.8.5 When an overall saving to the Department would eventuate, an employee and one member of the household, when proceeding to visit the new location with a view to obtaining suitable accommodation, shall be entitled to economy class air fares in lieu of rail fares or reimbursement of the use of a private motor vehicle.
- 37.8.6 When an employee travels to the new location with a view to obtaining suitable accommodation and incurs expenses in relation to overnight accommodation, the employee shall be reimbursed the reasonable and actual cost of accommodation and meals for self and a member of the household provided the amount to be reimbursed does not exceed sustenance allowances allowed under Clause 25, Travelling Compensation.

37.9 Education of Children

- 37.9.1 A transferred employee who has dependant children will be entitled to the cost of essential school clothing that is required to be replaced or purchased as a direct result of the employee's transfer to a new location requiring the changing of schools. No provision is made for reimbursement of additional school fees, text books or other similar items. The basic list of school clothing is as follows:

Basic Items	
Male winter uniforms	Summer uniforms
1 Suit coat	3 shirts
2 pairs of winter trousers	3 pairs of trousers (short)
1 tie	3 pairs of long socks
3 shirts	
1 jumper/cardigan	
3 pairs of socks	
1 pair of shoes	
1 track suit/sports uniform	
(but not both)	
1 pair of sandshoes	
Female winter uniforms	Summer uniforms
1 hat	3 blouses
2 tunics	2 tunics
1 blazer	3 pairs stockings/socks
3 blouses	
1 tie	
3 pairs stockings/socks	
1 pair of gloves	
1 pair of shoes	
1 track suit/sports uniform	
(but not both)	
1 pair of sandshoes	
1 jumper/cardigan	

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When an item of clothing required at the new school is not included in the basic list the DPE will consider reimbursing the cost of same but will require full particulars and circumstances surrounding the requirement to purchase.

- 37.9.2 In respect of dependant children undergoing secondary education in Year 12 at a school in the employee's old location, where the elected subjects are not available at a school in the employee's new location, the cost of board and lodging for these children may be reimbursed to the transferred employee. In such case the employee, on production of receipts for payment and a certificate from the Department of School Education that the elected subjects are not available at the school at the employee's new location, shall be granted the allowance. In these cases the parent/guardian will be required to pay the first amount as set at Item 19 of Table 2 of Schedule 2, of the board and lodging expenses and the Department will reimburse further costs up to a maximum of the amount as set at Item 20 of Table 2 of Schedule 2, per week for each child.

### 37.10 Conveyancing and Other Costs

A transferred employee who, as a consequence of the transfer to a new location, sells a residence at the former location and buys a residence or land upon which to erect a residence at the new location shall be entitled to reimbursement of expenses incurred in such transactions subject to the following:

- 37.10.1 Where a solicitor or a registered conveyancing company has been engaged to act on behalf of the employee in those transactions, the professional costs and disbursements by the solicitor or a registered conveyancing company in respect of such transactions.
- 37.10.2 Where an employee is entitled to reimbursement, the following expenses shall be covered:
- 37.10.2.1 Stamp Duty;
- 37.10.2.2 Where the employee has engaged a Real Estate Agent to sell the residence at the former location, the commission due to the Estate Agent.
- 37.10.3 Reimbursement of expenses shall be made where the sale of the employee's former residence and the purchase of either a residence or land is effected within a period commencing not earlier than six (6) months prior to the employee's transfer and ending not more than four (4) years after such transfer. The Department will be prepared to consider individual cases where the four (4) year period has been exceeded but will require full details of why sale and/or purchase of the transferred employee's residence could not be completed in the four (4) year period.
- 37.10.4 Where a transferred employee owns a residence at a former location and has taken up rented accommodation on transfer, the employee shall be regarded as covered by these provisions relating to the reimbursement of conveyancing and incidental costs on the current transfer or on a subsequent transfer provided the period of not more than four (4) years has elapsed since the employee's immediately preceding transfer.
- 37.10.5 Where it is not practicable for the transferred employee to purchase residence in the new location and such employee has disposed of the former residence, such employee is not to be excluded from the benefit of this clause when subsequently purchasing a residence in the new location on a current or subsequent transfer within the four (4) year period.
- 37.10.6 There is an upper ceiling, as set at Item 21 of Table 2 of Schedule 2, on prices of the properties involved in either the sale or the purchase. This limit applies where employees are relocated from a Metropolitan Area to the country irrespective of the size, the value and the commerciality of the property being purchased provided transferred employees are not entitled to the reimbursement of costs

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involved in transactions where the sale or purchase of a large rural property or commercial premises might be involved.

- 37.10.7 Where a transferred employee dies before completion of either or both the sale or purchase transactions, the expenses incurred in such transactions, up to and including the finalisation of such transactions shall be payable by the Department and the family of the deceased employee is not required to reimburse the Department such expenses.

### 37.11 Stamp Duty and Other Charges

A transferred employee, who, as a consequence of the transfer, sells a residence at the former location and buys a residence or land upon which to erect a residence at the new location is entitled to be reimbursed:

- 37.11.1 Stamp Duty in respect of the purchase of the residence or the land and the house erected thereon at the new location;

- 37.11.2 Stamp Duty paid in respect of any mortgage entered into or the discharge of a mortgage in connection with the sale or purchase;

- 37.11.3 Registration fees on transfers and mortgages on the residence or the land and the house erected on the land on the following basis –

- 37.11.3.1 where the purchase is completed and the employee enters into occupation of the residence within 15 months of transfer, the reimbursement of Stamp Duty in full;

- 37.11.3.2 where the occupation of the residence purchased or erected is not completed within fifteen (15) months but is completed within four years of transfer, reimbursement of Stamp Duty is not to exceed the amount which would have been payable had the sale and purchase prices of the properties been the amount set at Item 21 of Table 2 of Schedule 2, in each case.

- 37.11.4 A transferred employee who, as a consequence of the transfer to a new location, does not sell a residence at the former location but buys a residence or land upon which to erect a residence at a new location, is entitled to be reimbursed:

- 37.11.4.1 Stamp Duty in respect of the purchase of the residence or the land and a house erected on that land;

- 37.11.4.2 Stamp Duty paid on any mortgage entered into in connection with the purchase; and

- 37.11.4.3 Registration fees on transfer and mortgages on the residence or the land and a house erected on the land,

provided the employee enters into occupation of the residence within fifteen (15) months of transfer to the new location.

### 37.12 Incidental Costs

- 37.12.1 A transferred employee who is entitled to the reimbursement of conveyancing and other costs for a purchase at the new location prior to the sale of the former residence is entitled to the reimbursement of any Council or any other Local Government rates levied in respect of the former residence while such former residence remains untenanted provided the employee can furnish acceptable evidence that reasonable efforts are being made to sell the former residence at a fair market price.

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37.12.2 A transferred employee will be entitled to reimbursement of non-refundable costs in respect of the connection of gas and electricity supplies and of telephone installation at the new residence provided that:

37.12.2.1 the connection of gas and electricity supplies were available to the land at the time of purchase and/or

37.12.2.2 the cost of the telephone installation is to be reimbursed only where a telephone was installed at the former residence.

37.12.3 A transferred employee entitled to the reimbursement of conveyancing and other costs is entitled to reimbursement of the cost of survey certificates, pest certificates and/or Building Society registration fees reasonably incurred in seeking financial accommodation to purchase the new residence or the land upon which to erect a new residence and the fees associated with discharging the mortgage on the former residence.

37.12.4 A transferred employee shall be entitled to reimbursement for the fees charged by Australia Post for re-direction of mail for the first month following vacation of the former residence.

37.13 Relocation on Retirement

37.13.1 Upon retirement at a place other than the place of original recruitment to the Department, an employee is entitled to be reimbursed the costs actually and necessarily incurred in removing personal household effects to a location of the employee's choice together with the cost of insuring the same against damage in transit provided –

37.13.1.1 the maximum amount of such reimbursement shall be limited to that payable had the employee moved to the place of original recruitment; and

37.13.1.2 the employee's relocation is effected within twelve (12) months following retirement.

37.13.2 The above provision shall apply to any claims made by the widow or widower within a period of twelve (12) months of the transferred employee's death. In such cases the Commissioner will also be prepared to consider claims made by children or dependent relatives of the deceased in similar circumstances but will require full particulars as to the reasons.

37.14 Additional Provisions

37.14.1 Nothing contained in the provisions of this clause pertaining to leave shall deprive the employee of compensation for time spent in travelling.

37.14.2 Where the spouse of a transferred employee is also employed in the NSW Public Service and is also transferred, the assistance payable under this clause or under the Crown Employee's general provisions is to be paid to one partner only. This does not operate to restrict the leave entitlement of the transferred employee.

37.14.3 An employee whose appointment to a position may be subject to appeals action shall not move to the new location until the period during which appeals may be lodged has expired or all appeals action has been finalised. An employee may be directed to take up duty in the new location before appeals action is finalised but will be entitled to the leave provisions set out in this clause, in which case the following will apply:

37.14.3.1 Where the employee has dependants they may claim sustenance allowance under Clause 25, Travelling Compensation, until appeals action has been finalised;

37.14.3.2 Employees with dependants have a further period of up to twenty one (21) days immediately after all appeals action has been finalised to find suitable accommodation before such travelling compensation entitlements cease. Such

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period may be extended by the Commissioner if the Commissioner is satisfied that twenty one (21) days is insufficient time to find such accommodation.

37.14.3.3 The Commissioner shall not approve the movement of the employee's dependants or furniture and effects before all appeals action has been finalised unless exceptional or particularly difficult circumstances exist.

37.14.3.4 Employees without dependants may be given assistance with temporary accommodation pending the completion of any appeals action but are not to move their furniture and effects until appeals action has been finalised.

#### 37.15 Adjustment of Entitlements

37.15.1 The entitlements provided by this clause, shall be adjusted in line with, and from the same effective dates, as the corresponding entitlements prescribed in the Crown Employees (Transferred Officers' Compensation) Award.

### **38. Rental of Premises**

38.1 For the purpose of this clause only:

38.1.1 "accommodation" means quarters or premises, including a fire station, owned or leased by the Department.

38.1.2 "employee" means a Station Officer or an Inspector.

38.1.3 "market rental" means the market rental of the property as determined by the Commissioner in accordance with the Guidelines issued by the DPE.

38.2 Except as provided for in subclauses 38.3, 38.4 and 38.5, where an employee is required to and does occupy accommodation, the Department shall deduct from the rate of pay of the employee concerned an amount per week equal to 4% of the employee's "Per Week" rate of pay as prescribed in Tables 1 of Schedule 1, Rates of Pay, or 50% of the market rental of the accommodation, whichever is the lesser.

38.3 Where an employee was, on 19 August 1994, entitled to and occupying subsidised accommodation:

38.3.1 Such employee, subject to subclause 38.3.2, shall continue to pay the amount set at Item 24 of Table 1 of Schedule 2 (as adjusted from time to time in accordance with 38.4) per week unless the employee subsequently elects to move from that accommodation to different accommodation. If such an employee so elects, then the Department shall deduct from the rate of pay of the employee concerned an amount per week as prescribed in sub-clause 38.2.

38.3.2 And has exercised, or who has, a right of return transfer pursuant to Clause 30 (i) of the Fire Brigade Employees' (State) Award as published in NSW Industrial Gazette Volume 263 of 1991, such employee shall retain the right of return transfer. Provided that the continued entitlement to subsidised accommodation shall expire after a period of 2.5 years from the date of return transfer.

38.3.3 And is transferred by the Department from one country location to another country location, such employee shall retain the benefits of the provisions of sub-clause 38.3 as if the employee had not been so transferred.

38.4 The amount set at Item 24 of Table 1 of Schedule 2, shall be increased from the same date and by the same percentage of any increase to the rate of pay prescribed for a Station Officer. All such increases shall be rounded off to the nearest 10 cents.

38.5 Employees who have entered into, or subsequently entered into, private tenancy arrangements with the Department are not entitled to the provisions of this clause.

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**Executive Officers**

- 38.6 Except as provided for in subclause 38.8, where an Executive Officer is required to and does occupy accommodation, the Department shall deduct from the rate of pay of the Executive Officer an amount per week equal to 4% of the weekly equivalent of the Executive Officer's annual salary as prescribed in Table 1 of Schedule 1 or 50% of the market rental of the accommodation, whichever is the lesser.
- 38.7 The weekly equivalent referred to in subclause 38.6 shall be derived by multiplying the annual salary by 7 and dividing the result by 365.25.
- 38.8 An Executive Officer who has entered into, or subsequently enters into private tenancy arrangements with the Department is not entitled to the provisions of this clause.

**39. Security, Safety of Work and Classifications**

39.1 Appointment of contractors

- 39.1.1 The Department shall only engage contractors and employees of contractors, to do work that would ordinarily be performed by employees employed under this Award, if remuneration or wages (as the case may be) and terms and conditions for the performance of that work are applied that are no less favourable than those that are provided for employees covered by this Award performing that work.
- 39.1.2 Where the Department has made a decision to develop a proposal to engage contractors to perform work which would ordinarily be undertaken by employees of the Department covered under this Award, the Department shall consult with the employees and their representatives, in accordance with this clause.
- (i) Consultation will occur as soon as reasonably practicable and in any case not less than 3 months before the contractor(s) are to commence work.
  - (ii) For the purpose of the consultation, the Department must inform the employees and the FBEU of:
    - (A) the name of the proposed contractor(s);
    - (B) the type of work proposed to be given to the contractor(s);
    - (C) the number of persons and qualifications of the persons the proposed contractor(s) may engage to perform the work; and
    - (D) the likely duration of the engagement of the contractor(s).
  - (iii) The Department will consult with the employees and the FBEU over the following issues:
    - (A) safety;
    - (B) training and competencies of employees of the contractor(s);
    - (C) safe integration of employees of the contractor(s) with employees of the Department in the performance of their work; and
    - (D) inductions and facilities for employees of the contractor(s).
  - (iv) No employee shall be made redundant whilst contractors and/or employees of contractors, engaged by the Department, are performing work that is, that can be or has been performed by the Employees.
- 39.2.1 The parties agree that in any instance where the engagement of contractors occurs to undertake work ordinarily performed by employees under this Award, such engagement may have an adverse impact on the health and safety of employees of the Department.
- 39.2.2 The Department shall ensure that the performance of any work by a contractor will not have any adverse impact on the health and safety of employees performing work, and in the event that any such adverse impact is identified, the Department shall immediately require the contractor to cease the performance of the work giving rise to that adverse impact.
- 39.2.3 The parties agree that the appropriate areas for the use of any contractors are:
- (a) catering;

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- (b) cleaning up of staging areas; and
- (c) any other areas as agreed between the Department and the FBEU.

#### **40. Safe Staffing and Systems of Work**

##### **Safe Staffing**

- 40.1. The parties have agreed for reasons including employee health, safety and welfare, the minimum staffing ratios, appliance allocation, locations and classifications as set out in the Table 1 of Schedule 3-as applicable from time to time will be maintained as a minimum for all Station Based Positions.
- 40.2. The number and rank of employees allocated to any other Non-Station Based position referred to in a Table 2 of Schedule 3-as applicable from time to time, will also be maintained as a minimum for these positions.
- 40.3. An alteration to the number and rank of employees required to be allocated under clauses 40.1 – 40.3 may be implemented for a period not exceeding 7 days by agreement between the parties. Any such agreement or dispensation shall be confirmed in writing.
- 40.4. The parties agree to review the above minimum figures as necessary to ensure the Department's statutory obligations are being met. Any such review will not result in a reduction of the current figures above.
- 40.5. The Department will supply response time data and staffing/equipment variations to the FBEU on a monthly basis to be considered by the parties along with complete transparency and appropriate access in relation to all emergency response and service delivery information, data and materials.

##### **Further Additional Staffing**

- 40.6 During the life of this Award where there is any additions to the safe staffing numbers, ratios, locations, and/or levels, it has been agreed between the parties that the deployment of any additional employees and/or positions will be by agreement and will form part of the minimum safe staffing levels contained at Schedule 3. Any new/additional appliances will also only be implemented by agreement between the parties in accordance with consultation at clause 10.

##### **Safe Systems of Work**

- 40.7 The Department will meet its duty of care by ensuring seven FRNSW firefighters respond to fireground incidents before commencement of safe firefighting operations.
- 40.8 There will be no cross crewing of any appliance unless otherwise agreed by the parties.
- 40.9 The Department will not make any employee redundant, either by targeted or voluntary redundancy, unless otherwise agreed between the parties.

#### **41. Medical First Responder Program**

- 41.1 The parties agree that during the term of this Award a Medical First Response (**MFR**) Program Working Party will be established comprising equal numbers of FBEU nominated representative and representatives of Fire and Rescue NSW. This working party will operate as a subcommittee of the JCC and consultation regarding Medical First Response will be in accordance with this clause and the provisions of clause 10, Consultation.
- 41.2 The purpose of this working party will be to investigate the viability and parameters of a MFR program to be performed by Fire and Rescue NSW permanent firefighters.
- 41.3 This program is not intended to replace or interfere with the current or expanded Community First Response (**CFR**) Program as undertaken by Fire and Rescue NSW.

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41.4 MFR Program Working Party

41.4.1 The working party will engage relevant subject matter experts to consider the following:

- a. Participation
- b. Response Criteria
- c. Communications implications
- d. Training
- e. Equipment
- f. PPE/PPC
- g. Welfare / support to employees
- h. Health and Safety including additional risks/hazards to employees.
- i. Remuneration

41.5 The working party will make recommendations by consensus on all matters. Where consensus cannot be reached between the members of the working party, alternative recommendations may be made clearly indicating what the alternative recommendations are, which member supports which recommendation, and their reason for the recommendation.

41.6 The recommendations of the working party will be provided to both the FBEU and Fire and Rescue NSW management. Any other information used or developed by the working party will also be provided where requested by either party.

41.7 The working party will make such recommendations by no later than the expiry of this Award.

41.8 Implementation of a MFR program will be by agreement only following consideration of the recommendations of the working party.

41.9 Renumeration

41.9.1 As implementation of any MFR program is new work, members who participate must be appropriately remunerated for such work in addition to current remuneration.

41.9.2 If an MFR program is performed by any employee covered by this Award the parties agree that that employee will receive an MFR allowance of 12.5% of their total rate of pay and that such allowance is paid for all purposes inclusive of any periods of leave and will form part of ordinary time earnings for the purposes of superannuation.

## **A5 – LEAVE ENTITLEMENTS**

### **42. Annual Leave**

42.1 The provisions of subclauses 42.2 to 42.11 inclusive shall not apply to Executive Officers. The provisions of subclauses 42.12 to 42.16 inclusive shall not apply to Operational Firefighters. The provisions of subclause 42.17 shall apply to all employees.

#### **Operational Firefighters**

42.2 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 thirty-eight hour week leave referred to at subclause 27.1, 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 at subclause 42.3, 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.

42.3 The leave roster shall require each employee to be allocated a leave group which shall operate over a 64 week cycle, during which time each employee shall, depending on their particular leave group, either:



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- 42.3.1 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; or
  - 42.3.2 work 1008 hours over a 24 week period, then take 192 hours of combined annual leave and 38 hour leave over a four week period, then work 1344 hours over a 32 week period, followed by 144 hours of combined annual leave and 38 hours leave over a four week period.
- 42.4 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:
- 42.4.1 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
  - 42.4.2 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.
- 42.5 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.
- 42.6 Employees other than those stationed at Broken Hill or Moree shall on each anniversary of their appointment to the service be credited with 16 hours consolidated leave in addition to the period of annual leave prescribed by subclause 42.2.
- 42.7 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 42.2.
- 42.8 The taking of annual leave is subject to Departmental requirements and, when unforeseen circumstances arise, may be rescheduled by agreement with the employee, provided that the adjustment mechanism set out at subclause 42.4 shall then apply.
- 42.9 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.
- 42.10 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:
- 42.10.1 employees' leave balances shall always be adjusted in accordance with the actual hours taken; and
  - 42.10.2 employees must take at least four weeks annual leave in each twelve month period; and
  - 42.10.3 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
  - 42.10.4 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

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Commissioner shall provide the employee at least 28 days notice.

- 42.11 Employees may apply in writing to swap one or more sets of shifts 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.

#### **Executive Officers**

- 42.12 Executive Officers shall accrue annual leave on full pay at the rate of twenty five (25) working days per year.
- 42.13 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.
- 42.14 Executive Officers may accrue annual leave up to a maximum of forty (40) working days.
- 42.15 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.
- 42.16 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**

- 42.17 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:
- 42.17.1 in full when the employee commences the period of leave; or
- 42.17.2 at the same time as the employee's normal pay would have been paid if the worker had remained on duty.

### **43. Compassionate Leave**

- 43.1 In no way restricting the right of the Commissioner to approve leave for compassionate reasons in other circumstances, an employee other than a casual employee, shall be entitled to up to **four shifts (or four days in the case of day workers)** compassionate leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person as prescribed in subclause 43.3 of this clause.
- 43.2 The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will, if requested by the employer, provide to the satisfaction of the employer proof of death.
- 43.3 Compassionate leave shall be available to the employee in respect to the death of a person being:
- 43.3.1 a spouse of the employee; or
- 43.3.2 a de facto spouse who, in relation to a person, is a person of the same or opposite sex to the first mentioned person and who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis, although not legally married to that person; or
- 43.3.3 a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- 43.3.4 a relative of the employee who is a member of the same household where, for the purposes of this subclause:

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- 43.3.4.1 “relative” means a person related by blood, marriage or affinity;
- 43.3.4.2 “affinity” means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
- 43.3.4.3 “household” means a family group living in the same domestic dwelling.

- 43.4 An employee shall not be entitled to compassionate leave under this clause during any period in respect of which the employee has been granted other leave.
- 43.5 Compassionate leave may be taken in conjunction with other leave available under **Clause 47 and/or Clause 48**. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the Department.

#### **44. Examination and Assessment Leave**

- 44.1 All examinations and/or assessments required for progression or promotion shall be arranged so that they take place when the employee is normally rostered for duty on day shift.
- 44.2 Where the Department is unable to make the necessary arrangements for an employee to sit an examination/assessment on shift as per subclause 44.1 within two months from the date the employee makes application for assessment, the employee may make arrangements to sit the examination/assessment externally. In such cases, employees shall be entitled to the conditions provided for by Clause 65, Training Course Attendance Entitlements, of this Award. The Department shall notify the employee as early as practicable of its inability to make such necessary arrangements.
- 44.3 An employee sitting for an examination or assessment as per subclause 44.1 shall be granted, prior to the examination or assessment, such paid leave as might reasonably be necessary for attendance at the examination or assessment, including travel.

#### **45. Long Service Leave**

- 45.1 Subject also to the provisions of subclause 45.8, Long Service Leave calculated from the date of appointment to the service shall accrue to employees in accordance with the following entitlements:
  - 45.1.1 After service for ten years, leave for two months on full pay or four months on half pay.
  - 45.1.2 After service in excess of ten years:
    - 45.1.2.1 Leave pursuant to subclause 45.1.1; and
    - 45.1.2.2 In addition, an amount of leave proportionate to the length of service after ten years, calculated on the basis of five months on full pay or ten months on half pay, for ten years served after service for ten years.
    - 45.1.2.3 Long Service Leave shall not include annual leave.
- 45.2 Where the services of an employee with at least five years but less than seven years service are terminated by the Department for any reason other than the employee’s serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, the employee shall, for five years’ service be entitled to one month’s leave on full pay and for service after five years to a proportionate amount of leave on full pay calculated on the basis of three months’ leave for fifteen years’ service.
- 45.3 In the event of the termination of the employment of the employee other than by death, the monetary value of Long Service Leave due, if any, shall be paid to such employee.

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45.4

- 45.4.1 Approval to take Long Service Leave as provided by this clause shall, subject to the exigencies of the Department, be granted by the Department as and when such leave becomes due (i.e. after seven years) or any time thereafter. Provided that an employee shall give notice, in writing, to the Department of their intention to take such leave. The period of notice required prior to the leave being taken is set out in sub clause 45.6.1.
- 45.4.2 Notwithstanding the provisions of subclause 45.6.1, the period of notice referred to in subclause 45.6.1 may be reduced on a case by case basis, subject to the discretion of the Commissioner.
- 45.5 Approval to take Long Service Leave may be deferred by the Commissioner due to Departmental requirements.
- 45.6 An employee may apply to access long service leave for a minimum of their single rostered shift as follows:
  - 45.6.1 on full pay having provided one week's notice;
  - 45.6.2 on half pay having provided two weeks' notice; or
  - 45.6.3 on double pay having provided two weeks' notice.
- 45.7 When an employee takes long service leave, such leave will be deducted as follows:
  - 45.7.1 the number of days taken on full pay;
  - 45.7.2 half the number of days taken on half pay; or
  - 45.7.3 twice the number of days taken on double pay.
- 45.8 Prior to an employee entering upon a period of Long Service Leave, the employee may elect to be paid with respect of the period of leave in one of the following ways:
  - 45.8.1 in full when the employee commences the period of leave; or
  - 45.8.2 at the same time as the employee's normal pay would have been paid if the worker had remained on duty.
- 45.9 Notwithstanding anything elsewhere provided by this clause, effective on and from the date of operation of this Award:
  - 45.9.1 employees may apply to take pro-rata Long Service Leave after the completion of seven (7) years of service. Additionally employees with such service shall be entitled to pro-rata Long Service Leave on resignation or termination.
  - 45.9.2 employees may apply to take a period of Long Service Leave at double pay provided that:
    - 45.9.2.1 The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work.
    - 45.9.2.2 The employee's leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance.
    - 45.9.2.3 Other leave entitlements, e.g., recreation leave, sick leave and Long Service Leave will accrue at the single time rate where an employee takes Long Service Leave at double time.
    - 45.9.2.4 Superannuation contributions will only be made on the basis of the actual absence from work, i.e., at the single time rate.

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- 45.9.2.5 Where an employee other than an Executive Officer elects to take Long Service Leave at double pay, the minimum & multiple periods of actual absence as prescribed in 45.7 shall apply. Where an Executive Officer elects to take Long Service Leave at double pay, the minimum period of actual absence should be not less than one day.
- 45.9.3 where a public holiday falls during a period of Long Service Leave the employee shall be paid for that day and additionally it shall not be deducted from the period of the leave.
- 45.9.3.1 In respect of public holidays that fall during a period of double pay Long Service leave an employee will not be debited in respect of the leave on a public holiday. The employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.
- 45.10 Entitlements to Extended Leave (Long Service Leave) pursuant to the *Public Sector Employment and Management Act 2002* shall take effect on and from 5 October 1993, provided that the total years of service will count for the determination of entitlements accruing from that date.

#### 45.11 Access to Long Service Leave

45.11.1 The parties agree that subject to the provisions of subclause 45.11.2 any quotas for access to long service leave applicable from time to time are abolished and no new quotas will be established or applied without agreement with the FBEU. Access to long service leave will be granted to employees as it becomes due in accordance with subclause 45.4 and approval of such claims by the Department will not be unreasonably refused.

#### 45.11.2 Quotas for Holiday Peak Periods

45.11.2.1 Quotas for numbers of employees who can access Long Service Leave during holiday peak periods and special events can, however, be applied for all Station-Based positions up to the rank of Inspector for the following periods:

- a) All NSW school holidays
- b) Good Friday through to Easter Tuesday
- c) Christmas Eve through to New Years Eve
- d) Other special event periods as agreed between the Department and the FBEU.

45.11.2.2 During these times each Zone/Directorate may implement a quota for the number of employees per platoon able to access leave for the period listed and applications for leave during such periods will be called annually for the following year. Applications will be open for a period of six weeks and where the number of applications exceed the applicable quota a ballot will be conducted to determine the successful applicants. The FBEU will be invited to nominate representatives to observe the ballots.

45.11.2.3. Where a ballot is necessary, it will extend to all applicants who made an application in the 6 weeks period and are eligible for the period of long service leave at the time it is proposed to be taken by the employee. The ballot will draw each employee and create a list of all employees in the ballot. Employees who are not successful in being granted Long Service Leave through the ballot process will be put on a reserve list in the order they are drawn from the ballot.

45.11.2.4 Where an employee who is successful in the ballot subsequently withdraws their application, the next applicant on the reserve list will be offered the leave period for which they applied.

45.11.2.5 The ballot system and related six week application period for peak periods does not apply to firefighters who are seeking extended periods of long service leave. For the purposes of this subclause 'extended' means any period in excess of two consecutive months on full pay or four consecutive months of half pay.

45.11.2.6 The current practice of approving genuine emergency long service leave applications when quotas are full will be maintained with approval of such leave at the discretion of the Area Commander/Assistant Director.

#### **46. Parental Leave**

46.1 Definitions – for the purposes of this clause, the following definitions apply.

46.1.1 Parental Leave includes birth, adoption, altruistic surrogacy, and permanent out-of-home care.

46.1.2 “Partner” includes a spouse, de facto partner, former partner or former de facto partner. The bona fide domestic basis, although not legally married to the Employee.

46.1.3 “Continuous service” includes any period of authorised leave or absence, any period of part-time work, or any full or part-time service within the public sector.

46.2 Entitlement to Parental Leave

46.2.1 An employee is entitled to Paid Parental Leave on the following terms:

46.2.1.1 An employee who has, or will have completed not less than 40 weeks continuous service (at the expected date of birth, time of adoption, time of altruistic surrogacy or permanent out-of-home care placement), is entitled to up to 14 weeks paid parental leave if the leave is associated with:

46.2.1.1.1 The birth of a child (or children from a multiple birth) of the employee, the employee’s partner or the employee’s legal surrogate, the adoption of a child (or children) under 18 years of age by the employee or the employee’s partner or the placement of a child (or children) under 18 years of age in permanent out-of-home care with the employee or the employee’s partner, and

46.2.1.1.2 The employee has or will have responsibility for the care of the child.

46.2.1.2 Paid parental leave must be taken in a single continuous period within the first 24 months from the date of birth, adoption, altruistic surrogacy or permanent out-of-home care placement, subject to the provisions in clause 46.7. For birth-related leave, parental leave may commence up to one week prior to the time of birth.

46.2.1.3 Parental leave may be taken at half pay from the date the leave commences for a period of 28 weeks.

46.2.1.4 Payment for parental leave may be made in advance in a lump sum, or on a normal fortnightly basis.

46.3 Bonus Paid Parental Leave

46.3.1 An employee who has, or will have, completed not less than 40 weeks continuous service (at the expected date of birth, time of adoption, time of altruistic surrogacy, or placement of a child in permanent out-of-home care) is entitled to an additional two-week bonus paid parental leave where each parent has exhausted any paid parental leave offered by their employer.

46.3.2 Employees who are single parents or whose partners do not have access to or are ineligible for employer paid parental leave will receive the full two weeks of bonus paid parental leave.

46.3.3 The two weeks bonus parental leave is in addition to the 14 weeks paid parental leave outlined in 46.2.1.1.

46.4 Notice requirements

46.4.1 To access paid parental leave, including bonus parental leave, the employee must provide notice to the Department, stating:

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- 46.4.1.1 The period of leave being sought, including the anticipated date of return to duty, and
- 46.4.1.2 That the employee will have responsibility for the care of their child for the period during which they are seeking the paid parental leave.

46.4.2 The employee must notify the Department as soon as possible of any changes to their circumstances that will or is likely to affect their eligibility for paid parental leave prior, or throughout the period of payment.

46.4.3 An employee does not fail to comply with this clause if the failure was caused by the child being born before the expected date of birth, the child being placed for adoption before the expected date of placement, or any other compelling circumstance as determined by the Commissioner.

#### 46.5 Evidence requirements

46.5.1 To access paid parental leave, the employee must provide evidence of the birth, adoption, altruistic surrogacy, or permanent out-of-home care placement:

- 46.5.1.1 For birth-related leave – a medical certificate or birth certificate showing the expected birth date of the child; or
- 46.5.1.2 For adoption-related leave – An integrated birth certificate, or certificate of adoption; or
- 46.5.1.3 For altruistic surrogacy-related leave – Provision of documentary evidence of the altruistic surrogacy agreement and a statutory declaration advising of the intention to make application for a parentage order as required under the Surrogacy Act 2010. A copy of the parentage order must be provided as soon as it is obtained; or
- 46.5.1.4 For permanent out-of-home-care related leave – provision of a guardianship or permanent placement order for a child or young person.

46.5.2 To access bonus paid parental leave, the Department needs to be satisfied that an employee's partner has or will have either exhausted paid parental leave provided by their employer or does not have access to employer paid parental leave. The Department may require evidence such as:

- 46.5.2.1 A letter from the partner's employer confirming paid parental leave has or will have been exhausted or confirming the partner does not have an entitlement to employer funded paid parental leave; or
- 46.5.2.2 A statutory declaration from the employee confirming their partner has or will have exhausted paid parental leave or the partner does not have an entitlement or access to employer funded paid parental leave.

#### 46.6 Concurrency of Paid Parental Leave

46.6.1 All paid parental leave may be taken concurrently except in circumstances where both parents are employed by the Department and operational requirements may prevent concurrent leave.

46.6.2 Employees where both parents are employed by the Department may take up to 4 weeks paid parental leave concurrently with their partner.

#### 46.7 Flexibility for taking Paid Parental Leave

46.7.1 Where an employee's eligibility for paid parental leave is determined at the time of birth, adoption, altruistic surrogacy or permanent out-of-home care placement, the employee and the Department may agree for the employee to use paid parental leave entitlements at any time within the first 24 months from the date of birth, adoption, altruistic surrogacy, or permanent out-of-home care placement.

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46.7.2 An employee may request:

- 46.7.2.1 To use their paid parental leave entitlement in a manner other than a single continuous period; or
- 46.7.2.2 To take more than 4 weeks of paid parental leave concurrently.

46.7.3 The Department will consider their operational requirements and the employee's personal and family circumstances in considering requests and may refuse the request on reasonable business grounds related to the impact of the Department's workplace including but not limited to excessive cost, lack of adequate replacement staff, loss of productivity or impact on service delivery. The Department will provide their response to the employee's request within 21 days.

- 46.7.3.1 Any refusal to consider the flexibility clauses in 46.7 may be appealed through the same terms as appear in the Dispute Resolution Procedures at Clause 16, with determination of the above criteria able to be resolved by the Industrial Relations Commission if the employee and the Department are not in agreement.

46.7.4 Should the Department agree to paid parental leave in a manner other than a single continuous period, the period of leave must not extend beyond the first 24 months from the date of birth, adoption, altruistic surrogacy or permanent out-of-home care placement and will not be extended by any periods of public holidays that fall within the paid parental leave period.

46.8 Additional Provisions for Altruistic Surrogacy and Permanent Out-of-Home Care Arrangements

46.8.1 Employees in altruistic surrogacy arrangements and permanent out-of-home care arrangements have an entitlement to take 12 months unpaid parental leave, similar to entitlements available to employees who give birth to or adopt a child (12 months' leave of which up to 16 weeks is paid leave available in accordance with this Clause and the remained unpaid).

46.8.2 The right to request extended parental leave and return to work on a part time basis is available to employees granted parental leave for altruistic surrogacy and permanent out-of-home care arrangements.

46.8.3 Where an employee takes paid parental leave in respect of a permanent out-of-home care arrangement and later adopts the child (or children), the employee is not entitled to access a further period of paid parental leave in connection with the adoption.

46.9 Cancellation of leave

46.9.1 Parental leave may be cancelled prior to starting the leave if the employee withdraws the application by written notice to the Commissioner, or if the pregnancy concerned terminates other than by the birth of a living child or the placement of the child concerned does not proceed.

46.9.2 Parental leave may be cancelled after starting the leave in the event of a miscarriage, at which point clause 46.14 will take over, or if the child dies, or if adopted placement does not proceed or continue.

46.9.3 A parent may break the period of leave and return to work by agreement between the Commissioner and the employee on the following conditions:

- 46.9.3.1 A birthing parent who gives birth to a living child shall not resume duty until 6 weeks after the birth of the child, unless special arrangements for early return are made at the request of the employee and supported by a medical certificate.
- 46.9.3.2 A birthing parent who has returned to full-time duty after less than their full entitlement to parental leave, shall be entitled to revert to parental leave either on a full-time or part-time basis if they so elect. This election may be exercised only once, and a minimum of 4 weeks' notice (or less if agreed to by the Commissioner) must be given.



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46.10 Additional Provisions

- 46.10.1 All parents who do not have the necessary service as outlined in 46.2.1.1 shall be entitled to unpaid leave for the period of time as outlined in that clause.
- 46.10.2 In addition to the Parental Leave outlined in 46.2, birthing parents shall be entitled to a further period of unpaid leave, provided that the total period of absence on leave shall not exceed a period of 2 years.
- 46.10.3 In addition to the Parental Leave outlined in 46.2, non-birthing parents shall be entitled to a further period of unpaid leave, provided that the total period of absence on leave shall not exceed 52 weeks.
- 46.10.4 The unpaid leave arrangements in 46.10.2 and 46.10.3 may be substituted for any combination of accrued annual, long service, or consolidated leave up to the time periods outlined.
- 46.10.5 Any period of parental leave will count as full service for all purposes, including for continuity of service, promotion, and accrual of leave.
- 46.10.6 Parental leave may be extended beyond what was originally planned by giving the Commissioner notice in writing of the extended period at least 14 days before the start of the extended period. The period of leave cannot be extended beyond the maximum period of leave authorised by clause 46.10.
- 46.10.7 The maximum periods of leave can be extended at any time with agreement between the employee and the Commissioner.
- 46.10.8 An employee returning to work after parental leave will return to work in the same classification and location held by the employee immediately prior to proceeding on that leave. If the employee was in a safe job prior to proceeding on parental leave, they will return to the classification and location held immediately before the safe job.
- 46.10.10 The Commissioner must not terminate or threaten to terminate the employment of an employee due to any action taken, or leave used or planned to be used, under clause 46.
- 46.10.9 Upon being informed of an impending birth, adoption, altruistic surrogacy, or permanent out-of-home care arrangement, the Commissioner must inform the employee of their entitlements to parental leave and their obligations under this clause.
- 46.10.10 Any employee seeking to adopt a child is entitled to up to two days paid leave per calendar year if the employee requires that in connection with the adoption process, and includes but is not limited to interviews, meetings, or examinations.

46.11 Replacement Employees

- 46.11.1 A replacement employee is a person who is specifically employed because of an employee proceeding on parental leave, including as a replacement for an employee who has been temporarily promoted or transferred in order to replace the employee proceeding on parental leave.
- 46.11.2 Before a replacement employee is employed, the Commissioner must inform the person of the temporary nature of the employment and the rights of the employee on parental leave to return to work.
- 46.11.3 A reference in this clause to an employee proceeding on leave includes a reference to a pregnant employee exercising a right to be transferred to a safe job under clause 46.12.

46.12 Transfer to a Safe Job

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- 46.12.1 This subclause applies whenever the present work of a birthing employee is, because of the pregnancy or breastfeeding, a risk to the health or safety of the employee or of the unborn or newborn child. The assessment of such a risk is to be made based on a medical certificate supplied by the employee and of the obligations of the Commissioner under the Work Health and Safety Act 2011.
- 46.12.2 The Commissioner is required to temporarily adjust the employee's working conditions or hours of work to avoid exposure to risk as follows:
- 46.12.2.1 Where a birthing parent is confirmed pregnant, they are to notify their Superintendent and Station Commander as soon as possible who will, in turn, direct that they be withdrawn from operational firefighting duties.
- 46.12.2.2 Upon withdrawal from operational firefighting duties alternate work of a suitable nature is to be provided.
- 46.12.2.3 Allocation of duties will be determined by the Department following consultation between the employee's medical practitioner, the employee's Station Commander and the employee.
- 46.12.2.4 If such an adjustment is not feasible or cannot reasonably be accommodated, the Commissioner is to transfer the employee to other work where they will not be exposed to that risk.
- 46.12.2.5 If such a transfer is not feasible or cannot reasonably be required to be made, the Commissioner is to grant the employee special parental leave under this clause for as long as is necessary to avoid exposure to that risk, as certified by a medical practitioner.
- 46.12.2.6 Any period of special parental leave due to a safe job not being provided is not counted towards the employee's maximum period of leave and is to be paid at full pay without any deduction from any leave balances.
- 46.12.3 Employees will be provided with a maternity uniform for use when appropriate.
- 46.12.4 The standard issue uniform is to be worn by employees until the pregnancy becomes apparent prior to the birth and from the tenth week, if practicable, following the birth.
- 46.12.5 An employee on maternity leave who gives birth to a living child shall not resume operational firefighting duties until thirteen weeks have elapsed after the birth of the child, unless a special request for early return is made by the employee supported by a medical certificate.
- 46.12.6 Duties other than firefighting may be undertaken after six weeks following the birth of the child, if supported by a medical certificate.

#### 46.13 Transitional Arrangements

- 46.13.1 The provisions of Clause 14 are taken to have been in effect since 1 October 2022, in line with the 27 September 2022 s52(1) Determination no 4 of 2022, by the Secretary of the Department of Premier and Cabinet.

#### 46.14. Other Parental Leave & Provisions

- 46.14.1 Definitions – for the purposes of this clause, the following definitions apply:
- 46.14.1.1 Other Parental Leave includes the provisions available to employees in the event of a miscarriage, pre-term birth, or when undergoing fertility treatment.

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- 46.14.1.2 “Partner” includes a spouse, de facto partner, former partner or former de facto partner. The employee’s de facto partner means a person who is the employee’s partner, who lives with the employee on a bona fide domestic basis.
  - 46.14.1.3 “Miscarriage” means a pregnancy that ceases prior to 20 weeks gestation or, where the number of weeks is unknown, the baby weighed less than 400g.
  - 46.14.1.4 “Pre-Term Birth” means the birth of a live child prior to 37 weeks gestation.
  - 46.14.1.5 “Full-Term Birth” means the birth of a live child at 37 weeks onwards.
  - 46.14.1.6 “Fertility Treatment” means the following assisted reproductive treatments: Intrauterine insemination (IUI), In vitro fertilization (IVF) and Intracytoplasmic sperm injection (ICSI).
  - 46.14.1.7 “Continuous service” includes any period of authorised leave of absence, any period of part-time work, or any full or part-time service within the public sector.
- 46.14.2 Entitlement to Leave for Other Parental Leave occurrences
- 46.14.2.1 Leave in the event of a miscarriage
    - 46.14.2.1.1 Where an employee or the partner of an employee miscarries, the employee is entitled to five days special miscarriage leave on each occasion a pregnancy ceases by way of miscarriage up to 20 weeks’ gestation.
    - 46.14.2.1.2 Leave as defined above will commence from the date the miscarriage occurs and is to be taken in one continuous block of leave at full pay. Paid special miscarriage leave must not be taken concurrently with any other form of leave available to the employee.
    - 46.14.2.1.3 When accessing paid special miscarriage leave, the employee must provide notice as soon as reasonably practicable stating:
      - a) The period of leave being sought, and
      - b) The anticipated date of return to duty.
    - 46.14.2.1.4 To access paid special miscarriage leave, the Department needs to be satisfied that a miscarriage has occurred and may require evidence such as:
      - a) A medical certificate; or
      - b) Early loss certificate issued by NSW Registry of Births, Deaths & Marriages or equivalent State agency
  - 46.14.2.2 Leave in the event of a pre-term birth
    - 46.14.2.2.1 Where an employee or the partner of an employee gives birth to a pre-term child (prior to 37 weeks), the parent with the caring responsibility is entitled to paid special pre-term parental leave from the date of birth of the child (or children from a multiple birth) up to the end of 36 weeks.
    - 46.14.2.2.2 Immediately following the period of paid special pre-term parental leave and at commencement of 37 weeks, paid parental leave will be in accordance with Clause 44.

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- 46.14.2.2.3 Eligible employees are those who have or would have, if not for the pre-term birth, completed 40 weeks continuous service at the expected due date. Where employees are in a couple, only one parent may access paid special pre-term birth leave.
- 46.14.2.2.4 Leave as defined above will commence from the date the pre-term birth occurs and must be taken in one continuous block up to the end of 36 weeks. Paid special pre-term parental leave must not be taken concurrently with any other form of leave available to the employee.
- 46.14.2.2.5 In the event of a death of a pre-term child (or children) during a period of paid special pre-term parental leave, the remaining portion of that leave ceases and paid parental leave in accordance with Clause 46 will commence.
- 46.14.2.2.6 When accessing paid special pre-term parental leave in the event of a pre-term birth, the employee must provide notice as soon as reasonably practicable stating:
- a) The period of paid special pre-term parental leave being sought up to the end of 36 weeks; and
  - b) The details of all other types of leave (paid or unpaid) to be taken or proposed to be taken or applied for by the employee following the period of paid special pre-term parental leave including Parental Leave.
- 46.14.2.2.7 To access special pre-term parental leave in the event of a pre-term birth, the employee may be required to provide evidence such as:
- a) A medical certificate showing the expected due date; and
  - b) A statutory declaration or medical certificate confirming caring responsibility; and
  - c) medical certificate showing the actual date of birth of the child; or
  - d) Birth certificate showing the date of birth of the child.
- 46.14.2.3 Leave for employees undergoing fertility treatment
- 46.14.2.3.1 Where an employee is absent from work to undergo fertility treatment, the employee is entitled to up to five days paid special fertility treatment leave per calendar year.
- 46.14.2.3.2 Leave as defined above is non-cumulative and can be taken in part-days, single days, or consecutive days. Paid special fertility treatment leave must not be taken concurrently with any other form of leave. Paid special fertility treatment leave is not available to a partner of a person undergoing fertility treatment.
- 46.14.2.3.3 To access paid special fertility treatment leave, the employee may be required to provide a medical certificate confirming the fertility treatment.
- 46.14.3 Additional Provisions
- 46.14.3.1 Any period of parental leave will count as full service for all purposes, including for continuity of service, promotion, and accrual of leave.
- 46.14.3.2 The Commissioner must not terminate or threaten to terminate the employment of an employee due to any action taken, or leave used or planned to be used, under subclause 46.14.
- 46.14.4 Transitional Arrangements

- 46.14.4.1 The provisions of Clause 46.14 are taken to have been in effect since 1 October 2022, in line with the 28 September 2022 s52(1) Determination no 3 of 2022, by the Secretary of the Department of Premier and Cabinet.

46.15. Lactation Policy

- 46.15.1 Within three months of the making of this Award, the Parties will negotiate and agree to a Lactation and Work Policy via the Consultation process prescribed at Clause 10 to support employees who seek to breastfeed and/or express milk while at work.

**47. Sick Leave**

- 47.1 The management of sick leave by the Department will be underpinned by an Attendance Management System that seeks to support employees in maintaining their health and recovering from illness or incapacity and ensuring that sick leave is used only for legitimate purposes.
- 47.2 In every case of illness or incapacity sustained by an employee whilst off duty, the following conditions shall apply.
- 47.3 Such employee shall, as soon as practicable, inform their immediate supervisor of such inability to attend for duty and, as far as possible, shall state the estimated duration of their absence.
- 47.4 Subject to the provisions of subclause 47.6, such employee shall forward to the Department's Health and Safety Branch by Electronic Self Service (ESS), a medical certificate stating that the employee is unfit for duty, if known, the date the employee is fit to resume duty. If a medical certificate does not specify the date the employee is fit to resume duty, the employee must, before being entitled to resume duty, forward a further medical certificate to the effect that the employee has recovered from the illness or incapacity and is fit for duty, unless the employer dispenses with this requirement. The Health and Safety Branch shall ensure that personal medical information provided pursuant to this clause is not disclosed to any employees of the Department outside of the Health and Safety Branch.
- 47.5 The granting of sick leave, the duration thereof and the pay, if any, for the same shall be on the following basis:
- 47.5.1 One hundred and forty-four hours on full pay in any one year.
- 47.5.2 Effective 17 February 1997, the sick leave prescribed in 47.5.1 shall be fully cumulative less any sick leave taken.
- 47.5.3 Sick leave beyond the scale provided for shall be sick leave without pay.
- 47.5.4 Sick leave is intended to be allowed in respect of absences from duty caused by ordinary illness or incapacity for duty as the result of an illness or injury sustained whilst off duty. When the incapacity is due to organised sporting activity or paid work, unconnected with the Department, any sick leave payment shall take into account any benefit in the nature of sick leave or workers compensation payments the employee concerned receives from the body organising the sporting activity or paid work, but to the extent of such benefit, the employee's sick leave entitlement shall not be affected.
- 47.5.5 Where payment has been made for sick leave, under this clause, to an employee whose sick leave entitlement previously has been exhausted, or whose right to sick leave is not established, the Department may deduct the amount overpaid from the salary of the employee concerned in the next pay period or, if such a deduction would cause hardship, in accordance with the provisions of subclause 22.15 and 22.16 of this Award.
- 47.5.6 Recruit Firefighters shall be eligible for sick leave. However, such employees shall only be entitled to use up to and including 72 hours of sick leave.

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- 47.5.7 When the incapacity is due to a cause which would entitle an employee to workers' compensation, the Department shall pay the difference between the amount of workers' compensation payment and the ordinary rate of pay of the employee concerned. The employee's entitlement for sick leave arising from ordinary illness shall not be affected.
- 47.5.8 The employee shall prove to the satisfaction of the Department, or, in the event of a dispute, to the satisfaction of the Industrial Relations Commission, that the employee was unable, on account of such illness or incapacity, to attend for duty on that day or days for which sick leave is claimed. Payment shall not be allowed for such leave until this condition is fulfilled. A medical certificate tendered in support of such claim shall state the illness or incapacity, and that the employee was prevented by such illness or incapacity from attending for duty on the day or days for which sick leave is claimed.
- 47.6 Employees are entitled to take unsupported sick leave absences, where no medical certificate is required, subject to the following provisions:
- 47.6.1 Such absences may not exceed 3 separate occasions in any calendar year, where an 'occasion' shall be a shift or part of a shift (or in the case of Executive Officers, 3 separate days in any calendar year; and
- 47.6.2 Such absences may not be taken on consecutive days; and
- 47.6.3 Such absences may not be taken on public holidays; and
- 47.6.4 Such absences may not be taken in relation to any matter that may be covered by workers' compensation.

#### **Commitment to Reduction in Sick Leave Levels**

- 47.7 The Parties to this Award are committed to ensuring a reduction in the cost associated with sick leave.
- 47.8 To ensure that sick leave levels are reduced, the Parties have agreed to implement a policy for the management of employee absence relating to personal illness and injury.
- 47.9 It is accepted that the Attendance Management Policy for Permanent Firefighters will place the Parties to this Award, including all employees covered by the Award, under an obligation to effectively manage sick leave in order to achieve the targeted reduction. To that end, the Parties will work co-operatively to ensure the implementation and success of the Attendance Management Policy for Permanent Firefighters.

#### **Review Mechanisms**

- 47.10 During the life of the Award, the Department and the Union will, at regular intervals, monitor and review the operation of the Attendance Management Policy for Permanent Firefighters and the data on reduction in average sick leave levels.
- 47.11 At each review the Department and the Union will assess progress against sick leave reduction targets.
- 47.12 Subject to clause 47.13, if targets are not being met the Department will, after consultation with the Union, identify and implement the additional measures required to meet the targets and will vary the Attendance Management Policy for Permanent Firefighters accordingly.
- 47.13 In the event of a dispute as to a proposed variation, then provided the Union notifies a dispute within 7 days, the issue as to any proposed variation will be dealt with by the Industrial Relations Commission and during that process the status quo in regards to sick leave then applying will operate unless otherwise varied or altered by the Commission.

#### **Executive Officer entitlements**

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47.14 Sick Leave on full pay accumulates at the rate of fifteen (15) days each calendar year, and any such accrued leave not taken is fully cumulative.

47.15 For the purpose of subclause 47.14 “service” means continuous service.

#### **Recredit of Annual and/or Long Service Leave**

47.16 Where an employee who is eligible for sick leave produces a satisfactory medical certificate to the effect that they have been sick, injured or ill on annual or long service leave, they will be recredited with their annual leave and/or long service leave for the period they were sick, injured or ill.

#### **48. Carer’s Leave**

48.1 Use of Sick Leave –

48.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 48.1.3.2, who needs the employee’s care and support shall be entitled to use, in accordance with this clause, any current or accrued sick leave entitlement, provided for at Clause 47 of this Award, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

48.1.2 The employee shall, if required, establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances an employee must not take carer’s leave under this clause where another person has taken leave to care for the same person.

48.1.3 The entitlement to use sick leave in accordance with this clause is subject to:

48.1.3.1 the employee being responsible for the care of the person concerned; and

48.1.3.2 the person concerned being:

48.1.3.2.1 a spouse of the employee; or

48.1.3.2.2 a de facto spouse who, in relation to a person, is a person of the same or opposite sex to the first mentioned person and who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis, although not legally married to that person; or

48.1.3.2.3 a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

48.1.3.2.4 a relative of the employee who is a member of the same household where, for the purposes of this subclause:

48.1.3.2.4.1 “relative” means a person related by blood, marriage or affinity;

48.1.3.2.4.2 “affinity” means a relationship that one spouse, because of marriage, has to blood relatives of the other; and

48.1.3.2.4.3 “household” means a family group living in the same domestic dwelling.

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48.1.4 An employee shall, wherever practicable, give the Department notice, prior to the absence, of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Department by telephone of such absence at the first opportunity on the day of absence.

48.2 Unpaid Leave for Family Purpose –

48.2.1 An employee may elect, with the consent of the Department, to take unpaid leave for the purpose of providing care and support to a class of person, as set out in subclause 46.1.3.2, who is ill.

48.3 Where an employee who is eligible for carers leave produces a satisfactory medical certificate to the effect that they have provided care in accordance with this clause during a period of annual or long service leave, they will be recredited with their annual leave and/or long service leave for the period they were required to provide the care.

#### **49. Domestic and Family Violence Leave**

49.1 The definition of domestic violence is found in clause 7, Definitions of this Award;

49.2 Employees experiencing domestic violence are entitled to 10 days paid domestic and family violence leave per calendar year (non-cumulative and able to be taken in part-days, single days, or consecutive days). The leave is to be available for employees experiencing domestic and family violence, for purposes including:

49.2.1 seeking safe accommodation;

49.2.2 attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence;

49.2.3 attending court and other legal proceedings relating to their experience of domestic and family violence;

49.2.4 organising alternative care or education arrangements for their children; or

49.2.5 other related purposes approved by the employer.

49.3 The leave entitlement can be accessed without the need to exhaust other existing leave entitlements first.

49.4 When approving leave, the Department needs to be satisfied, on reasonable grounds, that domestic and family violence has occurred, and may require proof such as:

49.4.1 an agreed document issued by the Police Force, a court, a domestic violence support service or a member of the legal profession;

49.4.2 a provisional, interim or final Apprehended Violence Order (AVO), certificate of conviction or family law injunction; or

49.4.3 a medical certificate.

49.5 Part-time employees will be entitled to the leave on a pro-rata basis.

49.6 Where the entitlements provided by this clause have been exhausted, other available leave entitlements provided for under this Award may be applied for by employees experiencing domestic and family violence.

49.7 Personal information concerning domestic violence will be kept confidential by the Department.



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49.8 The Department, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

## 50. Special Leave for Union Activities

### 50.1 Attendance at Union Training, Conferences/Meetings

50.1.1 Employees who are members of the Union and accredited by the Union as a delegate (including an employee elected to hold office within the Union), health and safety representative, and/or members of the State Committee of Management (SCOM) are entitled to special leave with pay to attend the following:

50.1.1.1 Union training sessions/courses; and

50.1.1.2 conferences of the Union; and

50.1.1.3 conferences of the United Firefighters Union of Australia or other interstate, national or international firefighters union conferences; and

50.1.1.4 meetings of the Union's Executive/Committee of Management; and

50.1.1.5 annual conference of Unions NSW; and

50.1.1.6 bi-annual conference of the Australian Council of Trade Unions; and

50.1.1.7 meetings of the Death and Disability Board of directors.

50.1.1.8 May Day marches and events.

50.1.1.9 Regional Trades Hall meetings and conferences.

50.1.2 While there is no limit on special leave for Union activities, such leave is to be kept to a minimum and is subject to the employee:

50.1.2.1 establishing accreditation as a delegate with the Union or other position as outlined in clause 50.1.1; and

50.1.2.2 providing sufficient notice of absence to the Department; and

50.1.2.3 lodging a formal application for special leave.

50.1.3 Such leave is also subject to the Union:

50.1.3.1 providing documentary evidence to the Department about an accredited delegate in sufficient time to enable the Department to make arrangements for performance of duties; and

50.1.3.2 meeting all travelling, accommodation and any other costs incurred for the employee; and

50.1.3.3 providing the Department with confirmation of attendance of the employee.

50.1.4 Providing the provisions of this clause are satisfied by both the employee and the Union, the Department shall:

50.1.4.1 release the employee for the duration of the training, conference or meeting;

50.1.4.2 grant special leave (with pay); and

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- 50.1.4.3 ensure that the duties of the absent employee are performed in his/her absence, if appropriate.
- 50.1.5 Period of Notice
  - 50.1.5.1 Generally, dates of training, conferences or meetings are known well in advance and it is expected that the Department would be notified as soon as accreditation has been given to a delegate or at least two weeks before the date of attendance.
  - 50.1.5.2 Where extraordinary meetings are called at short notice, a shorter period of notice would be acceptable, provided such notice is given to the Department as soon as advice of the meeting is received by the employee.
- 50.1.6 Travel Time
  - 50.1.6.1.1 Where an employee has to travel to Sydney, inter or intra State, or internationally to attend a conference or meeting, special leave will also apply to reasonable travelling time to and from the venue of the conference or meeting.
  - 50.1.6.1.2 No compensation is to be provided if travel can be and is undertaken on an accredited delegate's non-working day or before or after his/her normal hours of work.
- 50.1.7 Payment
  - 50.1.7.1 Employees entitled to special leave in terms of this clause shall, for such special leave, receive their full rate of pay as if they worked during the period of the leave.
- 50.1.8 Special leave in terms of this clause shall count as service for all purposes.

### **51. Military Leave**

- 51.1 This clause applies to firefighters who are members of the Australian Defence Force Reserves, i.e. are employed on a part time basis by the Navy, Army or Air Force.
- 51.2 Notification requirements

Where an employee is member of the Defence Force Reserves, they should notify the employer of their status as a member on either becoming an employee, or enlistment in the Australian Defence Force Reserves whichever event is later, and provide the Manager Operational Personnel with the following information:

  - a. Defence PM Keys number
  - b. full name
  - c. military unit name
  - d. Defence Service (Navy, Army, Air Force), and
  - e. enlistment date.
- 51.3 Leave entitlement
  - 51.3.1 Permanent firefighters who are members of the Defence Force Reserves are entitled to military leave on full pay for compulsory annual training, schools, classes, courses of instruction, or compulsory parades on the following basis:
    - 51.3.1.1 If a public holiday falls within a period of military leave, you will be allowed an additional 8 hours military leave provided the public holiday coincides with a rostered working shift.

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- 51.3.1.2 The Department may also grant special leave of up to one full shift or one full day depending on the employees' roster to attend medical examinations and tests required for acceptance as a Reservist.
- 51.3.2 Further military leave may also be taken from an employees consolidated, annual or long service leave balance or as leave without pay.
- 51.4 Where operational requirements dictate that it would not be in the public interest for Fire and Rescue NSW to grant you military leave at a particular time, leave will be made available for you to attend an equivalent training opportunity at another time.
- 51.5 Service Leave Entitlement
- 51.5.1 Employees will be entitled to access paid leave for the purposes of service with the Australian Defence Forces each financial year
- a) Navy 184 hours
  - b) Army 184 hours
  - c) Air Force 206 hours
- 51.5.2 Where a public holiday falls within a period of military leave, employees are entitled to an additional 8 hours military leave provided the public holiday coincides with a rostered working shift.
- 51.5.3 Fire and Rescue NSW may also grant special leave of up to one shift to attend medical examinations and tests required for acceptance as a Reservist.
- 51.5.4 Employees may also elect to use their consolidated, annual or long service leave to take additional military leave or additional leave without pay.
- 51.5.5 Employees should provide 24 hours notice of their intention to take Military leave before commencement of the leave and earlier if possible so that relieving arrangements can be made.

## **52. Councillor's Leave**

- 52.1 Employees who are elected to Local Government as Councillors may be granted paid leave for attendance at meetings, conferences and other activities associated with their duties as a Councillor in accordance with the following entitlement for Councillor's leave:
- 52.2.1 Nineteen hours paid leave in the first 12 months of service as a Councillor or in any period of 12 months; or
- 52.1.2 Thirty-Eight hours in any period of two years as a Councillor; or
- 52.1.3 7.6 hours for each completed year of service as a Councillor less the total of Councillor's leave taken during service;
- whichever is greater.
- 52.2 If any further absence from duty is required, the employee may use existing provisions available for leave without pay, consolidated leave and 'part-time change of shift' provided that the grant of such leave does not significantly interfere with the primary duties of the employee.

## **53. Therapeutic Medical Donation Leave**

- 53.1 Blood Donation Leave
- 53.1.1 An employee who attends a recognised clinic for the purpose of donating blood during working hours shall be allowed the necessary leave of absence without loss of pay.

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53.1.2 Where an employee makes such arrangements to attend a recognised clinic, they will require the approval of their Senior Officer to attend, and such attendance should be timed to minimise any interruption to the operations of Fire and Rescue New South Wales.

#### 53.2 Bone Marrow Donation Leave

53.2.1 The Australian Bone Marrow Donor Registry (ABMDR) is an organisation responsible for recruiting volunteers to donate bone marrow to people suffering from illnesses such as bone and blood cancer. The ABMDR maintains a register of potential donors and all staff are encouraged to list themselves on this register to assist patients who may otherwise have to undergo, or continue, the painful and arduous treatment of chemotherapy and radiation.

53.2.2 Where an employee makes themselves available for the Donation Register and is found to be a suitable match with a patient and selected from the register to donate the employee will be granted up to 48 hours of paid leave.

### 54. Union Leave

54.1 An employee of Fire and Rescue NSW shall be granted leave of absence without pay during any period that the employee occupies a full-time office of the Union and upon vacating a full-time office shall resume duty with Fire and Rescue NSW at the rank held at the date of commencement of leave of absence.

54.2 The period of any leave of absence shall be included for the purposes of calculating an employee's seniority in the employee's rank, immediately prior to the commencement of leave of absence.

54.3 During any period of leave of absence Fire and Rescue NSW shall pay all superannuation contributions and the Union shall reimburse Fire and Rescue NSW in respect of all such payments.

54.4 Upon commencement of leave of absence Fire and Rescue NSW shall pay to the employee all annual leave then accrued to the employee and during the said period of leave of absence, the Union will be responsible for the payment of annual leave.

54.5 During the period of absence, long service leave will continue to accrue as though there was no break in continuity of employment with Fire and Rescue NSW, and on return to Fire and Rescue NSW service, retirement or death of the employee, the Union will pay to Fire and Rescue NSW all long service leave accrued during the period with the Union, and Fire and Rescue NSW will be responsible for payment to the employee of all long service leave.

54.6 Sick leave due to an employee by Fire and Rescue NSW shall not accrue or be paid during any period of leave of absence the employee shall be credited with the sick leave period accumulated by the employee immediately prior to the commencement of the said leave of absence.

### 55. Jury Duty Leave

55.1 Where an employee has been called for Jury Duty they will be released from duty by Fire and Rescue New South Wales without loss of pay for the entire period they are required for jury duty.

55.2 Employees should notify their immediate supervisor as soon as they become aware they have been called for jury duty and where possible, if selected to serve on a jury where the trial is likely to last more than one day, advise their immediate supervisor of this and, if known, the estimated length of the jury service.

#### 55.4 Entitlements for staff attending jury duty

55.4.1 Employees who attend jury duty will be granted special leave on full pay provided that:

- a. the jury duty is at a time when the employee would otherwise be on duty or on paid leave.

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- b. where requested by Fire and Rescue New South Wales, the employee provides a certificate of attendance from the Sheriff or Registrar of the court giving the date of attendance and certifying that they were not paid any jury fees other than out-of-pocket expenses.

55.4.2 If you have accepted jury fees, you can choose to take either annual leave on full pay or leave without pay.

55.5 Where an employee is granted special leave for jury duty for part of a shift the employee may elect, at their discretion to either;

- a) return to work and complete the rest of the day shift; or
- b) apply for annual or consolidated leave for the balance of the shift.

Subject to an employee will be granted 8 hours of leave without loss of pay between finishing jury duty and returning to work.

#### **56. Pressing Necessity Leave**

56.1 An employee may be granted a leave of absence for four shifts (or 4 days for employees not on shift) on full pay shall on each occasion in where in the opinion of Fire and Rescue New South Wales special circumstances exist to warrant the granting of such leave.

#### **57. Cultural and Ceremonial Leave**

57.1 The parties to this Award recognise and value the cultural diversity of all Employees and therefore shall provide the opportunity to participate in activities of cultural, ceremonial, or religious significance for Employees who are required to observe such days.

57.2 Where attendance requires time away from work, Employees may apply for any accrued leave to which they may be entitled and shall have reasonable access to time in lieu.

#### **58. Study Leave**

58.1 Study leave with pay shall be approved for employees undertaking courses of study approved by the employer. Such approval shall not be unreasonably withheld.

58.2 Leave without pay in addition to the paid study leave may be granted to employees upon application to the employer.

58.3 The employer shall grant an employee leave with pay for preparation and attendance and travel necessary for any examination or presentation ceremony associated with an approved course of study.

58.4 Reimbursement of the costs of such courses including fees and books shall be met by the employer on successful completion of each module/subject.

58.5 At all times, leave is subject to work requirements and determined on that basis. Leave once granted cannot be revoked.

58.6 No employee may be directed to interrupt study leave once granted to perform work for Fire and Rescue New South Wales during their period of study leave.

#### **59. Anzac Day Leave**

59.1 Every employee who is a current or former service person and participates in an ANZAC March/Service or similar event will be granted leave of absence on ANZAC Day without deduction from the employee's pay or allowances.

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## A6 – CLASSIFICATIONS, CAREER PATHS & PROMOTIONS

### 60. Classifications

60.1 All employees covered by this Award will be employed in one of the following ranks and will be provided by FRNSW the opportunity to complete and hold all the qualifications for the rank as so described below (or equivalent):

#### 60.1.1 Recruit Firefighter

##### 60.1.2 Firefighter

PUAFIR210 Prevent Injury, PUAFIR203 Respond to Urban Fire, PUAFIR207 Operate Breathing Apparatus Open Circuit, PUAEQU001 Prepare Maintain and Test Response Equipment, PUATE001 Work in a Team, PUASAR022 Participate in a Rescue Operation, PUAWHS001 Follow Defined Work Health and Safety Policies and Procedures, PUAFIR206 Check Installed Fire Safety Systems, PUAFIR204 Respond to Wildfire, PUAFIR309 Operate Pumps, HLTAID001 Provide First Aid, HLTAID015 Provide Advanced Resuscitation and Oxygen Therapy, PUASAR024 Undertake Road Crash Rescue, PUASAR023 Participate in Urban Search and Rescue and Rescue Category 1, RIIWHS204E Work Safely at Heights, DEFWHS011 Enter Confined Space, MSMWHS217 Gas Test Atmospheres, PUAWHS002 Maintain Safety at an Incident Scene, TLILIC2016 Licence to Drive a Heavy Rigid Vehicle.

##### 60.1.3 Qualified Firefighter

PUACOM001 Communicate in the Workplace, PUACOM005 Foster a Positive Organisational Image in the Community, PUAFIR302 Suppress Urban Fire, PUAFIR303 Suppress Wildfire, PUALAW001 Protect and Preserve Incident Scene, PUATEA004 Work Effectively in a Public Service Organisation, PUAFIR308 Employ Personal Protection at a Hazardous Materials Incident, PUAFIR324 Render hazardous Materials Incidents Safe, PUAFIR314 Utilised Installed Fire Safety Systems.

##### 60.1.4 Senior Firefighter

PUAFIR301 Undertake Community Safety Activities, TAEDEL301 Provide Work Skill Instruction, PUACOMM006 Plan and Conduct a Public Awareness Campaign, PUATEA002 Work Autonomously.

##### 60.1.5 Leading Firefighter (Station Officer Qualified)

PUAEMR001 Establish Context for Emergency Risk Assessment, PUAEMR002 Assess Emergency Risk, PUAFIR406 Develop Simple Prescribed Burn Plans, PUAOPE012 Control a Level 1 Incident, PUAOPE015 Conduct Briefings and Debriefings, PUACOM008 Develop and Organise Public Safety Awareness Programs, PUAFIR403 Assess Building Plans, PUAFIR405 Collect Analyse and Provide Regulatory Information, PUAFIR501 Conduct Fire Investigation and Analysis Activities, PUAFIR509 Implement Prevention Strategies, PUAFIR510 Inspect for Legislative Compliance, PUAMAN002 Administer Work Group Resources, PUAMAN005 Manage Projects, PUAWHS003 Implement and Monitor the Organisation's OHS Policies Procedures and Programs, PUAPRO001 Promote a Learning Environment in the Workplace, PUATEA003 Lead Manage and Develop Teams.

##### 60.1.6 Station Officer

Diploma of Leadership

##### 60.1.7 Leading Station Officer

PUACOM007 Liaise with other Organisations, PUAOPE016, Manage a Multi-Team Sector, PUAOPE022 Manage Logistics for a Complex Incident, PUAOPE018 Control a Level 2 Incident, PUAOPE023 Manage Operations for a Level 2 Incident, PUAFIR502 Develop Incident Control Strategies, PUACOM016 Manage Media Requirements at Major Incident, PUAFIR503 Coordinate Human Resource Management Activities, PUAOPE024 Manage Operations for a Level 3 Incident, PUAOPE019 Control a Level 3 Incident.

##### 60.1.8 Inspector

Graduate Diploma of Applied Management

##### 60.1.9 Superintendent

#### **60.1.10 Chief Superintendent**

- 60.2 Progression and promotion through the ranks will be in accordance with clause 61. Where an employee is eligible for promotion Fire and Rescue New South Wales will, in accordance with the provisions of this Award, ensure employees are provided the opportunity to attain the necessary qualifications for that rank.

### **61. Progression and Promotion**

#### **Progression and Promotion Provisions**

- 61.1 All employees shall commence and remain on probation until the expiration of six weeks following their progression to Firefighter and shall thereafter be required to satisfy and maintain the competencies specified for their rank as outlined by clause 60.

#### **Recruit Firefighter to Firefighter**

- 61.2 Progression from Recruit Firefighter to Firefighter shall be subject to the satisfactory completion of the training and/or training competencies specified at clause 60 for progression to Firefighter.

#### **Firefighter to Qualified Firefighter**

- 61.3 Progression from Firefighter to Qualified Firefighter shall be subject to twenty four (24) months service from the date of commencement as a Recruit Firefighter and the satisfactory completion of the training and/or training competencies specified at clause 60 for progression to Qualified Firefighter.

- 61.4 Progression to Qualified Firefighter is a mandatory achievement required for all Firefighters.

#### **Qualified Firefighter to Senior Firefighter**

- 61.5 Progression from Qualified Firefighter to Senior Firefighter shall be subject to at least seventy two (72) months service from the date of commencement as a Recruit Firefighter and the satisfactory completion of the training and/or training competencies specified at clause 60 for progression to Senior Firefighter.

#### **Senior Firefighter to Leading Firefighter**

- 61.7 Progression from Senior Firefighter to Leading Firefighter shall be subject to at least ninety six (96) months service from the date of commencement as a Recruit Firefighter and the satisfactory completion of the Leading Firefighter Program with the attainment of the training and/or training competencies specified at clause 60.

#### **Leading Firefighter to Station Officer**

- 61.8 Progression from Leading Firefighter to Station Officer shall be subject satisfactory completion of the Station Officer Program with the attainment of the training and/or training competencies specified at clause 60.

#### **Senior Firefighter to Station Officer Promotional Pathway**

- 61.9 The promotional pathway for employees seeking to attain the rank of Station Officer will be in accordance with this subclause.

#### **Pre-Qualifying Assessment**

- 61.9.1 The Employer will, on a quarterly basis each year, hold and provide access to eligible employees the opportunity to complete a Leading Firefighter Pre-Qualifying Assessment. Where an employee achieves the necessary pass mark on the pre-qualifying assessment they

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are eligible to apply for access to the Leading Firefighter Program in accordance with subclause 61.9.

61.9.2 The Leading Firefighter Pre-Qualifying Assessment will be a knowledge based test the contents of which and the pass mark will be consulted on with the Union in accordance with Clause 10 by no later than three months following the making of this Award.

61.9.3 The Leading Firefighter Pre-Qualifying Assessment will be held at least quarterly each year and scheduled so that on each occasion it falls on a rostered day shift for either A, B, C and D platoon. Employees may elect to sit the Pre-Qualifying Assessment at any time however where it falls on a day they are working they will be released from duty without loss of pay to attend.

61.9.4 Employees who have passed the Leading Firefighter Pre-Qualifying Assessment are eligible to apply for promotion to Leading Firefighter for up to three years following a successful pass mark. Where an employee is not successfully selected for promotion in that three year period, the employee must re-sit the Pre-Qualifying Assessment and achieve a pass mark to again be eligible for promotion.

#### **Senior Firefighter to Leading Firefighter (Station Officer Qualified)**

61.9.5 Once an employee has attained a successful pass mark on the Pre-Qualifying Assessment they are eligible, at any time to apply for Leading Firefighter Promotional Program. Selection to the Leading Firefighter Promotional Program will be by a merit process which will be consulted on with the Union in accordance with Clause 10 by no later than three months following the making of this Award and may be achieved by an employee in accordance with any of the pathways listed below:

61.9.5.1 An employee may apply, and be selected by a merit process which will be consulted on with the Union in accordance with Clause 10 by no later than three months following the making of this Award, to complete the Leading Firefighter Promotional Program as a singular course.

61.9.5.2 An employee may apply, and be selected on by a merit process which will be consulted on with the Union in accordance with Clause 10 by no later than three months following the making of this Award, for any Non-Station Based (Team Member) position and will remain in that position for a minimum period of two years during which time the employer will ensure the employee has the opportunity to complete the Leading Firefighter Promotional Program.

61.9.6 Where an employee has met the requirements of subclause 61.9.5 and completed the Leading Firefighter Promotional Program by any of the pathways listed they will hold the rank of Leading Firefighter however they will be known as Leading Firefighter (Station Officer Qualified).

61.9.7 Any employee who completes the Leading Firefighter Promotional Program will hold all the qualification competencies attached to the Station Officer rank as outlined at clause 60.

61.9.7 Where an employee is completing their minimum 2 year service period as outlined in subclauses 61.9.5.2 they cannot move or transfer to any other position during this period without foregoing the opportunity to complete the Leading Firefighter Promotional Program. Where, during this period, an employee is on one or more of the Transfer Registers contained at Clause 36 the employee may continue to progress on that register and, should they become eligible for a transfer during their two year minimum service period, they may elect to accept the transfer and forego the opportunity to complete the Leading Firefighter Promotional Program or alternatively, should they elect to complete the Promotional Program, their position at the top of the transfer register will be maintained until completion of their two years minimum service.

#### **Leading Firefighter (Station Officer Qualified) to Station Officer**



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61.9.8 Following the completion of 12 months as a Leading Firefighters (Station Officer Qualified), the employee may apply, and be selected by a merit process which will be consulted on with the Union in accordance with Clause 10 by no later than three months following the making of this Award, for promotion to the Substantive rank of Station Officer. On promotion to the substantive rank, employees will be provided with the opportunity by Fire and Rescue New South Wales to complete a Diploma of Leadership within the first 12 months of their appointment.

61.9.9 Applications for Station Officer in accordance with subclause 61.9.8 will be sought at least once each six months noting the number of positions available on each occasion, or, at any time the number of substantive Station Officers drops to a number within 10% of the total substantive numbers of Station Officers required by Tables 1 and 2 of Schedule 3.

61.9.10 Employees promoted to Station Officer in accordance with the provisions of subclause 61.9.8 will initially be appointed to the role of Relieving Station Officer. The only exception to this is where an employee who is selected for promotion in accordance with 61.9.8 has completed the promotion pathway under subclause 61.9.5.2, they may elect to remain in the Non-Station Based position which they occupy and be promoted to the substantive rank of Station Officer in that position. Where an employee elects to remain in their Non-Station Based position that employee will be supernumerary to the number of positions initially advertised in accordance with subclause 61.9.9.

61.9.11 Employees promoted to Station Officer and appointed to the role of Relieving Station Officer may apply when advertised and be selected via a merit process which will be consulted on with the Union in accordance with Clause 10 by no later than three months following the making of this Award, a Station Officer (Station Based) position.

#### **Station Officer to Leading Station Officer**

61.10 Progression from Station Officer to Leading Station Officer shall be subject to at least One Hundred and twenty (120) months service from the date of commencement as a Recruit Firefighter and the satisfactory completion of the Leading Station Officers Program with the attainment of the training and/or training competencies specified at clause 60.

#### **Leading Station Officer to Inspector**

61.11 Progression from Leading Station Officer to Inspector shall be subject satisfactory completion of the Inspector Promotional Program with the attainment of the training and/or training competencies specified at clause 60.

#### **Station Officer to Inspection Promotional Pathway**

61.12 The promotional pathway for employees seeking to attain the rank of Inspector will be in accordance with this subclause.

#### **Pre-Qualifying Assessment**

61.12.1 The Employer will, on a quarterly basis each year, hold and provide access to eligible employees, the opportunity to complete a Leading Station Officers Pre-Qualifying Assessment. Where an employee achieves the necessary pass mark on the pre-qualifying assessment, they are eligible to apply for access to the Leading Station Officer Promotional Program in accordance with subclause 61.13.

61.12.2 The Leading Station Officer Pre-Qualifying Assessment will be a knowledge based test the contents of which and the pass mark will be consulted on with the Union in accordance with Clause 10 by no later than three months following the making of this Award.

61.12.3 The Leading Station Officer Pre-Qualifying Assessment will be held at least quarterly each year and scheduled so that on each occasion it falls on a rostered day shift for either A, B, C and D platoon. Employees may elect to sit the Pre-Qualifying Assessment at any time however

where it falls on a day they are working they will be released from duty without loss of pay to attend.

#### **Station Officer to Leading Station Officer (Inspector Qualified)**

61.12.4 Once an employee has attained a successful pass mark on the Pre-Qualifying Assessment they are eligible, at any time to apply for Leading Station Officer Promotional Program. Selection to the Leading Station Officer Promotional Program will be by a merit process which will be consulted on with the Union in accordance with Clause 10 by no later than three months following the making of this Award and may be achieved by an employee in accordance with any of the pathways listed below:

61.12.4.1 An employee may apply, and be selected by a merit process which will be consulted on with the Union in accordance with Clause 10 by no later than three months following the making of this Award, to complete the Leading Station Officer Promotional Program as a singular course.

61.12.4.2 An employee may apply, and be selected on by a merit process which will be consulted on with the Union in accordance with Clause 10 by no later than three months following the making of this Award, for any Non-Station Based (Team Leader) position and will remain in that position for a minimum period of two years during which time the employer will ensure the employee has the opportunity to complete the Leading Station Officer Promotional Program.

61.12.5 Where an employee has met the requirements of subclause 61.12.4 and completed the Leading Station Officer Promotional Program by any of the pathways listed, they will hold the rank of Leading Station Officer however they will be known as Leading Station Officer (Inspector Qualified).

61.12.6 Any employee who completes the Leading Station Officer Promotional Program will hold all the qualification competencies attached to the Inspector rank as outlined at clause 60.

61.12.7 Where an employee is completing their minimum 2 year service period as outlined in subclauses 61.12.4.2 they cannot move or transfer to any other position during this period without foregoing the opportunity to complete the Leading Station Officer Promotional Program. Where, during this period, an employee is on one or more of the Transfer Registers contained at Clause 36 the employee may continue to progress on that register and, should they become eligible for a transfer during their two year minimum service period, they may elect to accept the transfer and forego the opportunity to complete the Leading Station Officer Promotional Program or alternatively, should they elect to complete the Promotional Program, their position at the top of the transfer register will be maintained until completion of their two years minimum service.

#### **Leading Station Officer (Inspector Qualified) to Inspector**

61.12.8 Following the completion of 12 months service as a Leading Station Officer (Inspector Qualified) an employee may apply, and be selected by a merit process which will be consulted on with the Union in accordance with Clause 10 by no later than three months following the making of this Award, for promotion to the Substantive rank of Inspector. On promotion to the substantive rank, employees will be provided with the opportunity by Fire and Rescue New South Wales to complete a Graduate Certificate in Applied Management within the first 12 months of their appointment.

61.12.9 Applications for Inspector in accordance with subclause 61.12.8 will be sought at least once each six months noting the number of positions available on each occasion, or, at any time the number of substantive Inspectors drops to a number within 10% of the total substantive numbers of Inspectors required by Tables 1 and 2 of Schedule 3.

61.12.10 Employees promoted to Inspector in accordance with the provisions of subclause 61.12.8 will initially be appointed to the role of Relieving Inspector.

61.12.11 Employees promoted to Inspector and appointed to the role of Relieving Inspector may apply when advertised and be selected via a merit process which will be consulted on with the Union in accordance with Clause 10 by no later than three months following the making of this Award, an Inspector (Station Based) position.

#### **Promotional Pathway – Hard to Fill Positions**

61.13.1 A Hard to Fill Station Based Position will be any position unable to be filled by a transfer list in accordance with clause 36 and, where further advertisement of the position fails to attract a candidate at either the substantive rank advertised for the position or in the case of a Station Officer position, a Leading Firefighter (Station Officer Qualified) with 12 months service at that rank, or for an Inspector Position, Leading Station Officer (Inspector Qualified) with 12 months service at that rank. In the case where a Leading Firefighter (Station Officer Qualified) is successfully appointed to a Station Officers role or Leading Station Officer (Inspector Qualified) to an Inspector role, they will be promoted to substantive rank immediately on moving into the position.

61.13.2 Where no eligible candidate applies in accordance with subclause 61.13.1 such position will be readvertised as a Hard to Fill Position.

61.13.2 Where a Hard to Fill Firefighter position is advertised and an eligible Senior Firefighter with a pass mark on the Leading Firefighter Pre-Qualifying Assessment is successful via this process and selected to the position, the employee will remain in that position for a minimum period of two years during which time the employer will ensure the employee has the opportunity to complete the Leading Firefighter Promotional Program. On successful completion of the Leading Firefighter Promotional Program the employee will be promoted to Leading Firefighter (Station Officer Qualified) however if the employee elects to leave the position prior to the completion of their two year minimum service required in the role they relinquish the promotion. Following the conclusion of the two year period and 12 months at Leading Firefighter (Station Officer Qualified), the employee will be eligible to apply for promotion to Station Officer in accordance with subclause 61.9 or request transfer.

61.13.3 Where a Hard to Fill Station Officer position is advertised, all employees at the rank of Senior Firefighter who have achieved a successful pass mark on the Leading Firefighter Pre-Qualifying Assessment up to the rank of Station Officer are eligible to apply. Selection to these positions will be by a merit process which will be consulted on with the Union in accordance with Clause 10 by no later than three months following the making of this Award.

61.13.3.1 Where an eligible Senior Firefighter is successfully appointed to the position, they will be immediately provided with the opportunity to complete the Leading Firefighter Promotional Program and on successful completion of the Leading Firefighter Promotional Program they will be promoted to Leading Firefighter (Station Officer Qualified) at which point they will move to the hard to fill position and complete two years' service as a minimum at that position as a Leading Firefighter acting Station Officer. At the completion of the two years they will be promoted to the substantive rank of Station Officer and must complete a further 12 months service in that position at which time the employer will provide them with the opportunity to complete a Diploma of Leadership. On completion of the 12 months the employee may request transfer however if the employee requests transfer prior to the completion of any of the minimum service period in the role, they relinquish the promotional opportunity and revert to Senior Firefighter.

61.13.3.2 Where a Leading Firefighter with less than 12 months service as a Leading Firefighter is successful via this process and selected to the position, the employee will act as a Station Officer until they have completed 12 months service as a leading Firefighter at which point they will be promoted to the substantive rank of Station Officer. On promotion to Station Officer they will be offered the opportunity to complete the Diploma of Leadership in their first 12 months and they must complete a further two years minimum service in the position. On the completion of the two year minimum service period, the employee may request a transfer however if the employee requests a transfer prior to the completion

of the two year minimum service period they will relinquish the promotion to Station Officer and will revert to Leading Firefighter (Station Officer Qualified).

16.13.3.3 Where a Station Officer with a pass mark on the Pre-Qualifying Assessment for Leading Station Officer is successful via this process and selected to the position they must complete two years' service in that position during which time they will be provided the opportunity to complete the Leading Station officer Program. On completion of the two year minimum service period and the Promotional Program they you will be promoted to Leading Station Officer (Inspector Qualified) at which point you may request a transfer. If you request a transfer prior to the completion of the two years minimum service you relinquish the promotion to Leading Station Officer and revert to Station Officer.

16.13.4 Where a Hard to Fill Inspector position is advertised all employees from the rank of Station Officer with a pass mark on the Leading Station Officer Pre-Qualifying Assessment up to the rank of Inspector are eligible to apply. Selection to these positions will be by a merit process which will be consulted on with the Union in accordance with Clause 10 by no later than three months following the making of this Award.

61.13.4.1 Where an eligible Station Officer is successfully appointed to the position, they will be immediately provided with the opportunity to complete the Leading Station Officer Promotional Program and on successful completion of the Leading Station Officer Promotional Program they will be promoted to Leading Station Officer (Inspector Qualified) at which point they will move to the hard to fill position and complete two years' service as a minimum at that position as a Leading Station Officer acting Inspector. At the completion of the two years they will be promoted to the substantive rank of Inspector and must complete a further 12 months service in that position at which time the employer will provide them with the opportunity to complete a Graduate Certificate in Applied Management. On completion of the 12 months service in the role the employee will be eligible to apply for other Inspector positions. If an employee elects to leave the position prior to the completion of any of the minimum service periods in the role, they relinquish the promotional opportunity and revert to the rank of Station Officer.

16.13.3.2 Where a Leading Station Officer with less than 12 months service as a Leading Station Officer is successful via this process and selected to the position, the employee will act as an Inspector until they have completed 12 months service as a Leading Station Officer at which point they will be promoted to the substantive rank of Inspector. On promotion to Inspector they will be offered the opportunity to complete the Graduate Certificate in Applied Management in their first 12 months and they must complete a further two years minimum service in the position. On the completion of the two year minimum service period, the employee will be eligible to apply for other Inspector positions. If an employee elects to leave the position prior to the completion of any of the minimum service periods in the role, they relinquish the promotional opportunity and revert to the rank of Leading Station Officer.

#### **Inspector to Superintendent**

61.13 Promotion from Inspector to Superintendent shall be determined by the merit selection process specified by the Commissioner following consultation between the Department and the Union in accordance with Clause 10.

#### **Chief Superintendent**

61.14 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 in accordance with Clause 10.

#### **General Provisions**

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61.15 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:

61.15.1 The training and/or training competencies specified at clause 60 and minimum periods of service for each rank may only be varied by agreement with the Union following consultation in accordance with Clause 10.

61.15.2 Further, any variance to the training and/or training competencies shall be reviewed by the Training Subcommittee who will make recommendation to the Joint Consultation Committee outlined at Clause 10.

61.15.3 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 from the date the firefighter applied, shall be determined by the Training Subcommittee after taking into account all of the circumstances of the employee's prior employment.

61.16 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.

## **62. Training Subcommittee**

62.1 The parties have agreed to rename the current previous training Review Committee to the training subcommittee which will be an agreed subcommittee of the Joint Consultative Committee outlined at Clause 10.

62.2 The Training Subcommittee shall provide advice and recommendation to the Joint Consultative Committee on all items referred to it by the Joint Consultative Committee along with matters relating to establishing and/or maintaining an effective and equitable system of training in Fire and Rescue NSW using the principles of Competency Based Training.

62.3 The role of the Training Subcommittee will include (but not be limited to):

62.3.1 advising on the further development of training throughout Fire and Rescue NSW;

62.3.2 advising on the implementation of a Competency Based Training regime throughout Fire and Rescue NSW;

62.3.3 considering Recognised Prior Learning (RPL) policy generally and in particular, the consideration of individual applications for RPL.

62.3.4 any other matters referred to it by the Joint Consultative Committee in accordance with Clause 10.

62.4 Procedure

62.4.1 The Training Subcommittee will meet at least once every four weeks, or as otherwise agreed between the parties;

62.4.2 Union Representatives on the Subcommittee will attend in accordance with Clause 66

62.4.3 The Subcommittee will be adequately resourced by the Department so that it can effectively fulfil the above roles.

### **63. Station Based and Non-Station Based Positions**

- 63.1 All employees covered under this Award, along with their substantive rank, will occupy either a Station Based or Non-Station Based position.
- 63.2 Station Based Positions are those that are located generally at fire stations or zone where the primary role of the position is operational and emergency response or the management of operational and emergency response including employees employed in Communications Positions.
- 63.3 Non- Station Based Positions are all other substantive positions which are or can be held by employees covered under this Award including those previously known as Operational Support Positions.

#### **63.4 Non-Station Based Roles**

- 63.4.1 All Non-Station Based Roles will be advertised for a minimum period of 8 weeks and open to any eligible employee to apply. Selection to Non-Station Based Roles will be via a merit process which will be consulted on with the Union in accordance with Clause 10 by no later than three months following the making of this Award,
- 63.4.2 Non-Station Based Roles for employees up to the Rank of Inspectors will be advertised as follows:
  - 63.4.2.2 Non-Station Based Role (Team Member) – open to all employees who have attained the rank of Qualified Firefighter (and served a minimum of two years at that rank) through to Station Officer.
  - 63.4.2.3 Non-Station Based Roles (Team Leader) – open to all employees who have attained the rank of Station Officer and/or Inspector.
- 63.4.3 Where an employee is successfully appointed to a Non-Station Based role they will be remunerated as follows:
  - 63.4.3.1 For Non-Station Based (Team Member) positions employees will be paid the rate of pay for their substantive rank including all allowances for which they are eligible along with an additional 15% of their pay (including any allowances for which they are eligible) with that 15% being payable for all purposes and forming part of their ordinary time earnings for the purposes of superannuation.
  - 63.4.3.2 For Non-Station based (Team Leader) positions employees will be paid the rate of pay for their substantive rank including all allowances for which they are eligible along with an additional 15% of their pay (including any allowances for which they are eligible) with that 20% being payable for all purposes and forming part of their ordinary time earnings for the purposes of superannuation.
- 63.4.4 All Non-Station Based positions will have a Position Description (which will be consulted on with the Union in accordance with Clause 10) which will be provided as part of any advertisement of the position and shall include:
  - 63.4.4.1 Title;
  - 63.4.4.2 Statement of duties;
  - 63.4.4.3 Hours of work, specifying which roster is to be worked pursuant to Clause 27 of this Award; and
- 63.4.5 A register of established Non-Station Based Positions along with their Position Descriptions shall be maintained by the Department.

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63.4.6 Unless expressly provided elsewhere within this Award, the general conditions of employment for occupants of Non-Station Based Positions will be the same as those for employees occupying Station-Based positions.

63.4.7 Time spent in a Non-Station Based position shall count for the minimum periods of service as required by Clause 61 Progression and Promotion.

63.4.8 Occupants of Non-Station Based positions who are temporarily directed to undertake operational firefighting duties and/or attend an incident in the capacity of their substantive operational rank, not their Non-Station Based position, shall continue to be paid at their Non-Station Based position's rate of pay.

63.4.9 Occupants of Non-Station Based positions may request to return to a Station Based Positions for two months each year. No such request will be unreasonably refused. During such period in a Station Based position the employee will be paid at the rate of their substantive rank for the duration along with any other eligible conditions however will not receive their additional payment for occupying a Non-Station based role.

63.4.10 Urban Search and Rescue Training (only) may be delivered by "casual" instructors, who will be paid at the Non-Station Based (Team Leader) 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.

63.4.11 Ad Hoc ComSafe Duties

63.4.11.1 Off duty employees who are not occupying a Non-Station Based position in ComSafe and who elect to perform ComSafe duties shall be paid the hourly rate set at Item 25 of Table 1 of Schedule 2 of this Award. It is expressly provided that an off duty employee who is not occupying a Non-Station Based position in ComSafe cannot be directed to perform ComSafe duties.

63.4.11.2 The hourly rate prescribed at subclause 63.4.11.1 is an all inclusive rate and, notwithstanding anything else prescribed in this Award, employees receiving such rate shall:

only be paid for the time actually worked, subject to a minimum payment equivalent to three hours pay on each occasion and to continuous payment for work performed on any calendar day;

- a) be paid the accommodation allowances set at Item 7 of Table 2 of Schedule 2 for each day that the distance travelled between the employee's residence and the furthest location where the work is performed exceeds 100 kms and the employee resides away from home (evidence of which may be required prior to payment), and shall not otherwise be entitled to payment or compensation for travelling time or travelling costs or meals and/or accommodation in connection with the work performed;
- b) not be entitled to the payment of overtime in connection with the work performed

63.5 Additional Non-Station Based Positions

63.5.1 The parties agree that in addition to any current Non-Station Based positions, a team of Non-Station Based positions as listed below will be established in each of the Area Commands (Regional North, West and South and Metro North, West, South and East) the following positions will be established:

- Four additional Training and Education positions including:
  - Driving and Appliances
  - Rescue
  - Breathing Apparatus and Hazmat

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- General and Basic Life Support
- One additional Leadership and Development position.
- Two additional Built Environment positions.
- Two additional Community Engagement positions.
- One Recruitment position.

#### 63.6 Additional Alternate Duties Positions

63.6.1 The parties agree that in addition to the Station Based Positions set at Table 1 of Schedule 3 the following additional Station Based Positions will be maintained on each platoon on the roster worked at that Station in the locations specified:

- Relay Station Officer – 1 position per platoon located at City of Sydney
- Watchroom – 2 positions per platoon located at City of Sydney and 1 position per platoon at any location where a Duty Commander is located.
- Field Incident Technician – 1 position per platoon at any location where a Duty Commander is located.
- Rehabilitation/Hygiene Units – 2 positions per Unit (location to be determined in accordance with Clause 10).

#### 63.7 Savings

63.7.1 Employees who at the time of making this Award occupy position previously known as “Operational Support” will translate to the structure provided for in this clause and be placed into either Non-Station Based (Team Member) positions or Non-Station Based (Team Leader) positions. Non-Station Based (Team Member) positions will be those initially advertised at the rank Operational Support Level 2 and Non-Station Based (Team Leader) positions will be those advertised at Operational Support Level 3.

63.7.2 Employees referenced in subclause 63.7.1 will either continue to receive their current rate of pay or the rate of pay applicable in this clause, whichever is the greater.

### **64. Training and Staff Development**

64.1 Employees covered by this Award will complete appropriate training, as specified by the Commissioner following consultation and agreement with the Union under Clause 10, to maintain their skills and improve the productivity and efficiency of the Department's operations. All such training will be considered to be productivity/efficiency in accordance with Clause 9.

64.2 Upon request by an employee, the Department will consider an application by an employee to attend a course which is appropriate, relevant and recognised by the Department but is not essential for promotion. If approval is granted by the Department for the employee to attend such a course, the employee shall be entitled to the provisions of Clause 65 of this Award.

### **65. Training Course Attendance Entitlements**

65.1 The provisions of this Clause shall apply to employees who participate, with Departmental approval, in training programs, examinations or assessments conducted by, on behalf of, or approved by the Department. For the purposes of this Clause, references to "training" or "course" shall be taken to include such examinations or assessments.

#### 65.2 Accommodation

65.2.1 The Commissioner (or delegate) shall approve appropriate accommodation for an employee, if it can be demonstrated that an unreasonable amount of travelling time and/or distance is involved when travelling to and from the employee's residence to the training venue.

65.2.2 Where an employee attends a course within the Greater Sydney Area (GSA), and if the travelling time to and from the training venue exceeds two (2) hours each way (by the approved



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mode of transport) or if the return distance from the employee's residence to the training venue exceeds 175 kilometres, the employee shall be entitled to appropriate accommodation.

- 65.2.3 Where Departmental accommodation is not provided to an employee with an entitlement to accommodation, the relevant accommodation allowance prescribed by Clause 25, Travelling Compensation shall be paid.
- 65.2.4 Where it is not possible for an employee to travel to the training venue on the first day of the course or where the travelling time would be unreasonable to travel on the first day of the course, the employee shall be entitled to appropriate accommodation on the evening prior to the start of the course. If it is not possible for an employee to travel from the training venue to his or her residence at the conclusion of the course or if the travelling time would be unreasonable, the employee shall be entitled to appropriate accommodation on the evening of the last day of the course. Approval must be obtained from the Commissioner (or delegate) prior to bookings being made.
- 65.2.5 Appropriate accommodation for employees who attend courses outside the GSA shall be determined by the Commissioner (or delegate) having regard to the above criteria.
- 65.2.6 Where the training program requires evening attendance the employee shall be granted appropriate accommodation irrespective of the employee's work location or residential address.
- 65.2.7 Notwithstanding the above, any employee who considers that these criteria would cause undue hardship etc. may make application for special consideration. All such applications will be considered on their individual merits according to the program content and the starting and completion times, on a daily basis.
- 65.3 Meals
- 65.3.1 Excluding the Recruit Firefighters Program and Departmental training programs/courses which are conducted at Departmental premises which have meal room facilities comparable to those provided at fire stations, all employees attending training programs which extend for a whole day shall be provided with morning/afternoon tea and lunch.
- 65.3.2 Where employees have been granted approval for overnight accommodation and when such accommodation is provided by the Department, expenses reasonably and properly incurred shall be reimbursed in accordance with Clause 25, Travelling Compensation.
- 65.3.3 Employees who are not required to accommodate themselves overnight shall, where appropriate, be paid the relevant meal allowances prescribed by Clause 25, Travelling Compensation.
- 65.3.4 Meal allowances are not payable during times at which an accommodation allowance (as prescribed in subclause 65.2.3 above) has been claimed. A component of the accommodation allowance compensates for the costs associated with breakfast, lunch and evening meals.
- 65.4 Incidentals
- 65.4.1 Employees who are provided with Departmental accommodation shall be entitled to claim the appropriate incidentals allowance as prescribed by Clause 25, Travelling Compensation.
- 65.4.2 The incidental allowance cannot be claimed for any day during which an accommodation allowance referred to in subclause 65.2.3 above is paid. The incidental allowance forms a component of the accommodation allowance and, amongst other things, recognises the cost associated with personal telephone calls, etc.
- 65.5 Excess Fares

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- 65.5.1 Any employee who incurs additional transport costs while travelling to and from the training venue shall be entitled to have the additional expenses reimbursed. The additional expenses will be calculated on the basis of public transport costs.
- 65.5.2 Where an employee is granted approval to utilise the employee's private vehicle in lieu of public transport, the appropriate specified journey rate, set at Item 1 of Table 2 of Schedule 2, shall be paid in respect of the kilometres travelled in excess of the employee's normal journey to and from work.
- 65.5.3 Where a first class rail service (or its equivalent) is reasonably available, an employee may utilise this service and be reimbursed for the cost of the fare.
- 65.6 Excess Travelling Time
- 65.6.1 Employees without an accommodation entitlement shall be entitled to compensation for excess travelling time for each day of the course.
- 65.6.2 Employees who accept accommodation shall be entitled to compensation for excess travelling time in respect of the first forward journey to and the last journey from the course venue. Where the course extends beyond one (1) week, employees who return to their residences on weekends shall be entitled to excess travelling time and excess fares for the additional forward and return journeys.
- 65.6.3 Unless special circumstances exist, employees who have an accommodation entitlement, but who decline accommodation, shall only be entitled to compensation for excess travelling time in respect of the first forward journey to and the last journey from the training venue.
- 65.6.4 Compensation shall be in accordance with Clause 25, Travelling Compensation.
- 65.7 Mode of Transport
- 65.7.1 Employees shall be advised of the approved transport arrangements prior to the commencement of the training program. Such approval shall be based on the most practical and economic means of transport having regard to the entitlements contained in this clause, provided that an employee cannot be directed by the Department to use the employee's private vehicle.
- 65.7.2 Any employee who wishes to use alternative means of transport may only do so with the approval of the Commissioner (or delegate). Such approval must be obtained before travel commences.
- 65.7.3 If approval is granted to travel by an alternative means of transport any entitlements shall be based on the arrangements approved under subclause 65.7.1.
- 65.8 Relieving Allowances and Other Allowances
- 65.8.1 Attendance at a training program does not in itself attract the payment of relieving allowances. However, any employee in receipt of relieving allowances or other allowances relating to qualifications or work performed at the time the program commences, shall continue to be paid the allowances which would normally be paid. Provided that such allowances shall only be paid for those days on which the employee would normally have been rostered for duty.
- 65.8.2 Relieving employees shall not be paid any additional relieving allowances as a consequence of undertaking a training program.
- 65.9 Kilometre Allowance
- 65.9.1 The kilometre allowance prescribed by Clause 30, Relieving Provisions, is not payable to employees when they attend a training program.

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65.9.2 The provisions of subclause 65.5.2 above shall apply to any employee who is granted approval to utilise his or her private vehicle for transport to and from the training venue.

#### 65.10 Attendance at Courses Whilst on Annual or Long Service Leave or Rostered Off Duty

65.10.1 Subject to approval by the Department:

65.10.1.1 Where an employee elects to attend a course whilst on annual leave or long service leave, he or she will be re-credited with the appropriate leave for the hours spent attending the training course.

65.10.1.2 Where an employee elects to attend a course whilst rostered off duty, he or she shall be paid at overtime rates for the hours spent attending the course.

65.10.2 Where an employee is directed to attend a course while rostered off duty, he or she may choose to either be paid at overtime rates or be credited with consolidated leave for the hours spent attending the course.

65.10.3 All travelling time shall be compensated in accordance with Clause 25, Travelling Compensation.

#### 65.11 Stand Off

65.11.1 Where an employee is required by the Department to attend a course, any necessary stand off period shall be granted.

#### 65.12 Payments in Advance

65.12.1 Employees attending a training course may, where reasonable and appropriate, elect to be advanced the following payments:

I. accommodation allowance (subclause 65.2.3)

II. meal allowances (subclause 65.3.3)

III. incidental allowances (subclause 65.4.1)

65.12.2 The advice to employees of course arrangements shall be conveyed in writing and include details of the Centre at which claims for advance payments should be submitted. Submitted claims must include a copy of the relevant approval.

65.12.3 Accommodation allowances are only payable when approval is given for an employee to make his or her own accommodation arrangements.

## A7 – EMPLOYMENT RELATIONSHIP

### **66. Attendance and Participation in Union Representation Activities**

66.1 The parties recognise the rights of employees to participate in Union activities in order to achieve objectives under this Award, amongst other matters, including ensuring employees are appropriately represented by Union representatives and maintaining and a healthy and safe workplace.

66.2 In recognition of this right an employee who is accredited by the Union to represent it in relation to a particular matter will be granted the necessary time off during working hours without loss of pay to attend meetings and/or participate in relevant activities required to carry out their functions subject to the employee reaching agreement on a local level with the relevant officer in charge so as to enable the employee to perform the activities.

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66.3 Where such meetings occur on an employees rostered day off or during a period of leave, the employee will be granted special leave with pay at their usual rate of pay as if they were working during those hours for all time spent attending or participating in the relevant activities.

66.4 Attendance at Courses/Seminars Conducted or Supported by TUEF

66.4.1 The provisions of subclause 50.1 shall also apply for attendance at courses or seminars conducted or supported by the Trade Union Education Foundation (TUEF).

66.4.2 Up to a maximum of 12 days in any period of two years may be granted to employees who are members of the Union.

66.4.3 The grant of leave to attend courses or seminars conducted or supported by TUEF, is subject to the following conditions:

66.4.3.1 Departmental operating requirements permit the grant of leave and the absence does not result in working of overtime by other employees;

66.4.3.2 Expenses associated with attendance at such courses or seminars, e.g. fares, accommodation, meal costs, etc., will be required to be met by the employee concerned but, subject to the maximum prescribed in subclause 50.3.2., special leave may include travelling time necessarily required during working hours to attend courses or seminars;

66.4.3.3 Applications for leave must be accompanied by a statement from the Union that it has nominated the employee concerned for such a course or seminar and supports the application.

## **67. Court Attendance Entitlements**

67.1 The provisions of this clause shall apply to employees attending Court and related conferences as a:

67.1.1 result of the duties performed by the employee in the employee's position with the Department, including attendance at an incident.

67.1.2 witness for the Crown but not as a result of the duties performed by the employee in the employee's position with the Department.

67.1.3 witness in a private capacity.

67.2 Attendance at Court as a result of the duties performed by an employee in the employee's position with the Department, including attendance at an incident.

67.2.1 Such attendance shall be regarded as attendance in an Official Capacity and uniform must be worn.

67.2.2 The employee is entitled to be reimbursed for all expenses reasonably and necessarily incurred in excess of any reimbursement for expenses paid by the Court. Any such claim shall be in accordance with Clause 25, Travelling Compensation. Other than as provided by subclause 67.2, employees are not entitled to claim nor retain any monies as witness' expenses. Any monies received, other than reimbursement of expenses actually and necessarily incurred, shall be paid to the Department.

67.2.3 Where the employee is required to attend while off duty, overtime shall be paid from the time of arrival at the Court to the time of departure from the Court. Travelling time shall be compensated in accordance with Clause 25, Travelling Compensation. Where approval has been given to the employee to use the employee's private vehicle, employees shall be entitled to receive the appropriate Specified Journey Rate prescribed at Item 1 of Table 2 of Schedule 2. All public transport costs, reasonably and necessarily incurred, shall be fully reimbursed.

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- 67.2.4 Where the employee receives a subpoena or notification of a requirement to attend Court, the employee must ensure that the Officer-in-Charge is informed of those commitments immediately. As far as is practicable, employees who are required to attend Court in an Official Capacity shall do so free from their ordinary duties and responsibilities.
- 67.2.5 The following provisions are to apply to ensure that employees attending Court are given adequate time free from duty to meet Court commitments:-
- 67.2.5.1 Day Shift
- Where an employee is rostered to work a day shift arrangements must be made within the normal protocol for the employee to be relieved whilst attending Court.
- 67.2.5.2 Night Shift
- An employee required to attend Court shall not be rostered for duty on the night shift which ceases on the day of the Court proceedings. When the employee is released from duty at the Court, and if required to report for duty that evening, such duty shall not commence until an eight hour break has been taken, pursuant to subclause 9.10 of Clause 9, Overtime.
- 67.2.6 Where the employee is recalled to duty to attend Court while on Annual or Long Service Leave:
- 67.2.6.1 For each day or part thereof, such employee may elect to be recredited with a full days leave or to be paid a minimum of eight hours at the rate of time and one half (i.e., half time in addition) for the first two hours and double time (i.e., time in addition) thereafter.
- 67.2.6.2 Time worked in excess of eight hours on any recall to duty during annual or long service leave shall be compensated at the rate of double time. The calculation of time worked for the purpose of calculating double time shall commence from the time duty commences at Court until the employee is excused from the Court.
- 67.2.6.3 Where the combined period of travelling time and Court attendance is less than or equal to eight hours, travelling time is included in the minimum payment prescribed in subclause 25.2.6.1. Where the combined period of Court attendance and travelling time exceeds eight hours, the excess travelling time shall be compensated for in terms of Clause 25, Travelling Compensation.
- 67.2.7 Where an employee is subpoenaed to attend Court while on Sick Leave it is the responsibility of the employee to ensure that the circumstances are communicated to the Court. If the employee is still required to and does attend Court, the sick leave debited for that period will be recredited and the entitlement to reimbursement of expenses referred to above shall apply.
- 67.2.8 “Stand-By”
- 67.2.8.1 “Stand-By” for the purposes of this clause only, means a period when an employee is required to be immediately available, upon notice, to attend Court.
- 67.2.8.2 Where an employee is required to be on stand-by during a shift or, during any period when the employee is rostered off duty, the employee must, as soon as the requirement is known, advise his/her Officer-in-Charge.
- 67.2.8.3 Written confirmation from the Court of such necessity to be on Stand-By must also be provided.

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67.2.8.4 Where an employee is rostered off-duty and is on Stand-By, the employee shall be entitled to be paid the appropriate amounts set at Item 23 of Table 1 of Schedule 2.

67.3 Where an Employee Attends Court as a Witness for the Crown but not as a result of the duties performed by the employee in the employee's position with the Department.

67.3.1 Employees shall be granted special leave of absence with pay for the period they are necessarily absent from duty, and shall pay to the Department all monies paid to them as witnesses, other than monies paid as a reimbursement of out of pocket expenses incurred by them in consequence of being so subpoenaed.

67.4 Where an Employee Attends Court in a Private Capacity, (i.e., not subpoenaed by the Crown).

67.4.1 Employees shall be granted leave of absence without pay for the period they are necessarily absent from duty or, if they so desire, may apply for consolidated leave and, in either case, may retain monies paid to them as witnesses.

### **68. Acknowledgment of Applications and Reports**

68.1 When an employee makes an application or a report in writing, to the proper officer, the employee shall be sent a memorandum or email acknowledging its receipt and noting the matter contained therein.

68.2 The result of an application shall be communicated to the employee no later than fourteen days after a decision has been reached. In cases where no decision has been reached within one month the reason for the delay shall be communicated in writing, by memorandum or email, to the employee.

68.3 The provisions of this clause shall not apply in cases where other procedures are specifically stipulated (eg, in Standing Orders or Commissioner's Orders).

### **69. Conduct Resolution, Reports and Charges**

69.1 The parties have agreed that below procedure will apply to all matters relating to conduct of an employee including formal reports and charges despite any other procedures/processes or powers of the Commissioner to issues such processes and procedures in relation to conduct and/or discipline of an employee.

69.2 In all steps outlined in this process, the principles of procedural fairness and natural justice will apply including but not limited to:

69.2.1 The right to representation including Union representation if requested by the employee.

69.2.2 The right to complete particulars relating to the matter to be responded to in writing including but not limited to all allegations, any witness evidence and any other material necessary to be able to fully understand the matter alleged including official papers, correspondence or reports.

69.2.3 The right to all such material within a reasonable time frame prior to any required response to allow the employee and/or their representative to fully consider such material, access advice and consider a response, This time frame must be reasonable in all the circumstances but will be no shorter than 7 business days prior to any response.

69.2.4 The right to be heard in full in response to any matter including to give and call evidence on the employee's behalf.

69.2.5 The right to have any response recorded in writing where the employee wishes.

69.2.6 The right to have the matter heard and determined in a fair and impartial manner and by a fair and impartial person.

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69.3 Resolution Procedure

69.3.1 Where a matter is brought to the attention of the employer relating to an employee's conduct the following resolution procedure will apply:

69.3.1.1 The employer will appoint an impartial employer representative to assess the matter based on the evidence, nature and seriousness of the allegations. Following this assessment, the employer representative will make one of the following determinations:

69.3.1.1(a) where there is insufficient evidence, or the matter if proven would not constitute misconduct on the part of the employee, the employer shall not proceed any further and no record regarding the matter will be placed on the employee's file.

69.3.1.1(b) where there is sufficient evidence, and the matter would constitute misconduct if proven, the employer will determine, based on the seriousness of the matter, whether the should be resolved in accordance with one of the steps outlined in clause 69.3.2.

69.3.2 Where the employer has completed the process outlined in 69.3.1, the employer will then assess the seriousness of the matter and determine whether the matter should be resolved via one of the following mechanisms:

69.3.2.1 Informal Resolution: where the matter is of a trivial nature the matter should be resolved informally. Such informal resolution should involve the employer representative meeting with the employee and their representative (should they elect to have one) to outline the alleged misconduct and seek to mutually settle the matter between the parties. Where informal resolution resolves the matter, no record will be placed on the employees file in relation to this matter and all meetings and documents relating to the process shall be held in confidence by the parties. Any settlement reached under this process is in confidence and without prejudice to any future proceedings if the matter remains unresolved following this step.

69.3.2.2 Formal Resolution: where informal resolution fails to resolve a matter, or the employer holds a reasonable belief following the process in clause 69.3.1 that the matter is of a sufficiently serious nature, the employer may instead proceed to formal resolution of the matter. Formal resolution should include the conduct of an investigation into the matter and an appropriate opportunity for the employee to respond either via meeting or formal hearing. This process should determine whether any allegations of misconduct by the employee are either substantiated or not.

69.3.3 The principles outlined in clause 69.2 will apply to both formal and informal resolution however an employee may elect to waive rights at any stage in the process. Any such waiver must be explicit and in writing.

69.3.4 Where the process of formal resolution has been completed and it has been determined that misconduct on behalf of the employee has been substantiated the employer representative will recommend an outcome within seven business days of completing the formal resolution process. Such outcome must be reasonable and proportionate to the misconduct that has been substantiated. The employee will be offered an opportunity to respond to the proposed outcome including any mitigating circumstances they wish considered.

69.3.5 No later than 3 business days following the employee's response (if any) the employer will make a final determination regarding the outcome and such will be advised to the employee and/or employee representative in writing.

69.3.6 Following this, a report may be placed on the employee's file noting the substantiated conduct and outcome.

69.3.7 No report about an employee shall be placed on the records or papers relating to that employee unless the employee concerned has been shown the said report.

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69.3.8 If the employee disagrees with the report, the employee shall be entitled to make such a notation on the report.

69.3.9 Evidence that the employee has been shown the report will be by either the employee's signature thereon, or; where an employee refuses to sign the report, such refusal shall immediately be noted upon the report by the Senior Officer handling the report, in such cases, the Senior Officer will advise the employee that the refusal to sign will be noted on the report and that the report, together with such notation, will be placed on the records or papers relating to that employee.

69.3.10 Further to subclause 69.3.9 in such circumstances, the Department will notify the Union, in writing, within seven days of such refusal and the Union shall be given an opportunity of replying to the report.

69.3.11 If the employee so desires, any written response from either the employee or the Union shall also be placed amongst the records or papers relating to the employee or noted thereon.

69.3.12 Where the Department has, for its own purposes, arranged for a transcript to be taken of proceedings on a charge appeal or formal inquiry, a copy of such transcript shall be supplied, free of cost, to the employee and or employee representative concerned if, during the hearing or at the termination of the proceedings, a request therefore, in writing, is made by the employee and/or the employee representative.

## **70. Alcohol and Other Drugs**

70.1 The joint Protocol on Drug and Alcohol Safety and Rehabilitation in the Workplace, signed by the Department and the Union on 18 March 1998, shall apply to all employees covered by this Award until 4 September 2013, when it will be replaced by the FRNSW Alcohol and Other Drugs Policy and associated FRNSW Alcohol and Other Drugs Testing Procedures which shall thereafter then apply to all employees covered by this Award.

70.2 The Department may develop a new Protocol, or revised Policy or Procedures following consultation between the Department and the Union in accordance with Clause 10.

## **71. Anti-Discrimination**

71.1 It is the intention of the parties bound by this Award to seek to achieve the object in 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer, status as a Union or employee representative (this includes employed and elected representatives).

71.2 It follows that in fulfilling their obligations under the Disputes Procedures prescribed by Clause 16 of this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.

71.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

71.4 Nothing in this Clause is taken to affect:

71.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

71.4.2 offering or providing junior rates of pay to persons under 21 years of age;

71.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;



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71.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

71.5 This Clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this Clause.

## **72. Right of Union Representatives**

72.1 The parties recognise the importance of freedom of association and the right to Union representation in the workplace.

72.2 As such, no employee will be dismissed or injured in their employment, or have their position altered to their prejudice or be subject to any act by the employer to their prejudice for reasons of:

72.2.1 Their status as a Union member, Union employee or accredited representative; and/or

72.2.2 Their participation or any proposal to participate in Union activities including but not limited to, consultation processes, disputes processes, campaigns and/or legal proceedings.

72.3 Accredited representatives of the Union will also have rights to freedom of communication both in the workplace and outside of the workplace in order to express the views of the Union without fear of dismissal, injury of their employment or any act of prejudice by the employer. Where accredited representatives express such views, the accredited representative will be clear that in expressing the view they are doing so as a Union accredited representative with the authority of the Union and not as an employee of the Department.

## **73. Employees' duties**

73.1 An employee may be directed to carry out duties which are within the limits of his or her skills, competence, and training, in such a manner, as may be required by the Department, provided that:

73.1.1 the direction is reasonable,

73.1.2 an employee who elects to relinquish a rank or qualification shall cease to be considered to be capable of carrying out the duties associated with that former rank or qualification, and

73.1.3 the direction is not otherwise inconsistent with a provision of this Award.

73.2 Any direction issued by the Department pursuant to subclause 73.1 shall be consistent with:

73.2.1 the provision of a safe and health working environment,

73.2.2 ensuring that the Department responds to relevant technological changes and changes in its operating environment in a timely and effective manner.

73.3 The parties to this Award shall work collaboratively to ensure the effective and reasonable operation of this clause.

## **74. Country Relief**

74.1 The parties agree to establish Country Relief working party on commencement on this Award which will operate as a temporary subcommittee of the Joint Consultative Committee and be subject to the provisions of clause 10.

74.2 This working party will consist of three representatives of the Department and three representatives of the Union.

74.2 This working party will work to establish a Country Relief model to be implemented and trialled during the life of this Award with a view to including such model within the provisions of the Award in future.

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74.3 No Country Relief model will be implemented on either a permanent or trial basis without consensus of the members of the working party and only following consultation in accordance with clause 10.

#### **75. Merit Selection Process Disputes Panel**

75.1 The Department and the FBEU will establish a Merit Selection Process Disputes Panel to review and assess all disputes from unsuccessful candidates for any merit selection process applying to employees covered under this Award.

75.2 The Merit Selection Process Disputes Panel will consist of 3 panel members being 1 representative of the FBEU, one Fire and Rescue New South Wales operational employee representative that holds the rank of superintendent and one Fire and Rescue New South Wales Human Resources representative.

75.3 Employees who are not selected via such process have a right to feedback as to the reasons for not being selected and a right to appeal their non-selection.

75.4 Feedback will be provided by the selection panel to all candidates within 24 hours of the selection panel making a decision as to the successful candidate. Appointment of the successful candidate to any role will not occur for 14 days following selection.

75.5 Employees who are not selected will have 7 days from receipt of feedback to dispute their non-selection.

75.6 Any such dispute must be provided in writing, with reasons for their dispute, to the Merit Selection Dispute Panel.

75.7 The Panel will convene within 3 days of receipt of any disputes to consider and determine the dispute.

### **A8 – HEALTH AND WELLBEING**

#### **76. Health and Safety in the Workplace**

76.1 The parties acknowledge the unique industry in which firefighters work and its inherently dangerous nature. In recognition of such the parties agree to work cooperatively to, as much as practicable, achieve a safe working environment.

#### 76.2 Health and Safety Representatives

76.2.1 In order to assist in facilitating a safe working environment, the parties agree that the Union will, as the returning officer, ensure Health and Safety Representative positions are elected and filled as required and in accordance with NSW Health and Safety Act (2011) (NSW) and the Work Health and Safety Regulations (2017) (NSW), as amended from time to time.

76.2.2. The Department will ensure that employees elected as Health and Safety Representatives in accordance with 73.2 will have access, at a minimum, to computers, email, telephones, notice boards and meeting rooms in order to carry out their duties.

76.2.3 The parties agree that Health and Safety Representatives will be trained by Union approved training organisations. Health and Safety Representatives will give the Department notice of not less than 14 days to attend an accredited and Union approved health and safety training course and employees will be released from duty as required to attend.

76.2.4 Health and Safety Representatives will also be permitted to attend Union training courses.

#### 76.3 Reporting Systems

76.3.1 The Department will make provisions for, and encourage within each workplace, the reporting of work health and safety issues by all workers including near miss incidents and exposures.

76.3.2 In order to ensure coordination, management and prompt resolution of all health and safety issues the Department shall maintain a register of all work health and safety issues reported. This register will also include the date that the Department was notified of the matter and the current status of the matter with the Department including any resolution where resolution has been reached.

76.3.3 The department will maintain a separate register containing individual employee records relating to any injuries, illness, near miss or exposure to hazards reported to the Department. Upon request by the employee (or a representative of the employee) the Department shall promptly provide this information to the employee.

76.4 The parties agree to implement a Work Health and Safety Communication Consultation and Engagement policy within 6 months of the date of certification. Such policy will be developed via a joint working group of Union and Department representatives and will be implemented in accordance with clause 10 along with consultation with Health and Safety Representatives.

### **77. Rehabilitation and Hygiene Units**

77.1 For reasons including health, safety and welfare, FRNSW will implement rehabilitation/hygiene units to contribute to a safe system of work. The Rehabilitation/Hygiene Unit will be staffed by a minimum of two station-based firefighters with priority to such positions to be provided to employees who require alternate duties positions.

77.2 FRNSW will provide the following equipment on each rehabilitation unit or as amended through consultation in accordance with clause 10:

- Agreed appliance
- 1 tent
- 6 cooling chairs
- 1 misting fans
- bottled water
- electrolyte drinks
- Hygiene items
- Portable Toilets Facilities
- Portable Shower Facilities
- Spare Clothing
- Portable Heaters

77.3 The location of each unit will be determined by consultation in accordance with Clause 10.

### **78. Health of Employees**

78.1 The parties agree that due to the nature of firefighting, firefighters (including but not limited to those in training, instructing and investigating) have an increased risk of contracting some cancers (occupational cancers), PTSD/I and other illnesses and injuries including cardiac events.

78.2 In accordance with accepted international scientific evidence FRNSW is committed to supporting firefighters suffering from such illnesses or injuries, occupational cancers and PTSD/I.

78.3 The agreed list of illnesses/injuries and occupational cancers currently include:

- Brain cancer
- Bladder cancer
- Chronic obstructive pulmonary disease
- Colorectal cancer
- kidney cancer
- Non-Hodgkins lymphoma
- Leukemias

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- Lung Cancer
- Breast cancer
- Testicular cancer
- Multiple myeloma
- Prostate cancer
- Skin cancer (melanoma)
- Sudden cardiac event or stroke while, or not later than 24 hours after a rostered shift
- Ureter cancer
- Oesophageal cancer
- Mesothelioma
- Thyroid cancer
- Laryngeal cancer
- Ovarian cancer
- Pancreatic cancer
- Cervical cancer
- Penile cancer
- Stomach cancer

78.4 The parties support presumptive legislation as the mechanism for implementing this commitment.

78.5 The parties agree to continuously review scientific research in relation to occupational cancer and other illnesses and injuries to ensure currency.

#### **79. Registry of Attended Calls and Exposures**

79.1 Exposure control shall be a standing item on the Joint Consultation Committee agenda.

79.2 The employer shall maintain a register of employees' exposure to any hazardous material, chemical or other hazards.

79.3 The employer shall, upon the written request of any employee, promptly provide the employee with a list recording:

79.3.1 each call attended by the employee, fire call history or training available electronically, and/or;

79.3.2 any available record of any hazardous material, chemical or other hazard that they may have been exposed to, including but not limited to at each call or training described in the above sub clause.

79.4 The sole purpose of this clause and any information shall be for the welfare of employees. For the avoidance of doubt, it shall not be used for any disciplinary or counselling purpose.

#### **80. Health Screening**

80.1 The parties agree that the current system of Health Checks will be replaced with a health screening program for all employees who choose to participate in the program.

80.2 There will be no adverse impact from an employee choosing to participate or choosing not to participate in the program.

80.3 The employer will pay for all costs associated with the health screening program, including but not limited to the employee's time while participating and medical costs.

80.4 The provider of the health screening program will be agreed between the Department and the FBEU.

80.5 Within the first 3 months of this Award the parties will, by consultation and agreement, determine what the program will include and not include, subject to this clause.

80.6 It is agreed that the following are already agreed items for inclusion in the program:

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- There shall be total employee-doctor confidentiality.
- Employees may choose their own or a separate medical provider if they desire and FRNSW will reimburse all costs for approved providers.
- The program will provide all health checks which were previously provided prior to the commencement of this Award.
- The program will provide comprehensive cancer screening.
- The program will provide comprehensive and best practice cardiac and respiratory system health checks.
- The program will provide general practitioner consultations.
- The program will provide testing (where available) for exposure to hazards, chemicals etc including but not limited to benzines, PFAS/PFOA and carcinogens.

80.7 All employee information including medical information will be confidential between the medical practitioner and the employee and will not be disclosed to the employer unless the employee agrees otherwise in writing.

80.8 The employee and the medical practitioner are under no obligation to disclose any information to the employer regarding this program and the employer will not request in any circumstance that any information is disclosed.

80.9 The employer agrees that it will continue to provide health screening to former employees where appropriate. The extent of post-employment screening will be the subject of consultation in accordance with clause 10.

### **81. Health and Fitness Program**

81.1 Fire and Rescue new South Wales will provide appropriate gym facilities at all work locations and premises as follows at a minimum:

- Treadmill
- Rower
- Exercise Assault bike
- Weightlifting equipment
- Foam rollers
- Foam matt
- Fitness ball

81.2 Employees shall be provided with a minimum of an hour whilst on duty during each shift in which they may utilise the gym or exercise.

81.3 Where FRNSW premises do not have at a minimum appropriate gym facilities as defined above, all employees who work from that work premises will be provided with a gym membership for all period while such facilities are not available at the workplace. Employees may elect the gym suitable to them and will be reimbursed the cost of such membership of production of receipt of payment to FRNSW.

81.4 To assist employees with maintain their health and fitness FRNSW will provide a sport voucher of \$250 value each year to all employees for the purchase of sport equipment, active wear etc.

### **82. Water for Training**

82.1 Due to health and safety, all training and skills maintenance will only be undertaken using potable standard water. Training will not occur with any other standard of water.

## **A9 – WORKPLACES, APPLIANCES, UNIFORMS AND EQUIPMENT**

### **83. Personal Protective Clothing and Equipment and Uniforms**

83.1 Recognising the inherently dangerous nature of firefighting work, and the uncontrolled environment firefighters work in, the Department shall supply to all employees appropriate personal protective clothing

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and equipment (PPE/PPC) and uniforms required to maintain the best possible standards of health and safety for operational and other duties required to be undertaken.

- 83.2. Such PPE/PPC and uniforms will meet relevant national and/or international Standards or as otherwise agreed to with the Union.
- 83.3 No new PPE/PPC or uniform shall be implemented or introduced without full consultation in accordance with clause 10. There will be no changes to any existing PPE/PPC or uniforms without full consultation under clause 10.
- 83.4 Where any new PPE/PPC or uniform is introduced which requires training in its use, consultation will occur in accordance with clause 10 in relation to the training and implementation will not occur until the completion of the relevant training.
- 83.5 Employees supplied with the all the items of clothing and PPE/PPC listed at Schedule 4 shall wear it in accordance with Departmental instructions. No employee outside of those covered under this Award will be entitled to be issued with or wear any of the items listed at Schedule 4 outside of Fire and Rescue New South Wales Commissioner, Deputy Commissioners and Assistant Commissioners.
- 83.6 The provision of wet weather gear shall be in accordance with existing practice, or as otherwise agreed between the parties.

#### **84. Clothes Washing and Drying Facility**

- 84.1 A drying closet for artificially drying clothing shall be provided by the Department at all fire stations to which employees are attached.
- 84.2 All workplaces will also have appropriate washing machines and drying machines for the number of employees working these for the washing and drying of clothing and other items.

#### **85. Cleaning of Clothes**

- 85.1 For the purposes of this clause:
- 85.1.1 "Personal Protective Equipment" means external clothing designed for personal protection at an incident.
- 85.1.2 "Duty wear" means duty wear trousers and duty wear shirt.
- 85.1.3 "Dress uniform" is limited to Dress Trousers, Slacks, Culottes, Skirts, Galatea and Pullover.
- 85.2 Where any Personal Protective Equipment or Duty wear is supplied by the Department and is required to be worn by its employees, and such Personal Protective Equipment or Duty wear becomes soiled or damaged in the execution of duty as to require cleaning or repairs, such cleaning or repairs shall be done at the expense of the Department. Provided that the above Dress Uniform items shall also be cleaned or repaired at the expense of the Department.

#### **86. Vehicles, Appliances and Equipment**

- 86.1 Recognising the inherently dangerous nature of firefighting work, and the uncontrolled environment firefighters work in, the parties agree that all vehicles, appliances and equipment to be used by firefighters must be fit for purpose and maintain the highest possible safety standards.
- 86.2 The parties agree that during the life of this Award relevant representatives of the department and the Union will conduct a joint review of the entire operational fleet with the aim of assessing all vehicles and appliances in use against the purposes outlined in clause 85.1.

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- 86.3 Where current appliances and/or vehicles do not meet the objectives of clause 85.1 or the Union and/or Department have concerns in relation to that vehicle and/or appliance, such concerns shall be documented with the aim to reach agreement to resolve such concerns.
- 86.4 No new appliance, vehicle or equipment shall be implemented or introduced without full consultation in accordance with clause 10. There will be no changes to any existing appliance, vehicle or equipment without full consultation under clause 10.
- 86.5 Where any new appliance, vehicle or equipment is introduced which requires training in its use, consultation in accordance with clause 10 will occur in relation to the training and, implementation will not occur until the completion of the relevant training.
- 86.6 The parties agree that the process prescribed for in subclauses 86.2 – 86.3 will occur via an agreed subcommittee of the JCC which will be called the Vehicle and Equipment Subcommittee. This committee will have three representative of the Department and three representatives of the FBEU and will be established to consult on all matters relating to vehicles and equipment in accordance with Clause 10.

### **87. Safety Belts**

- 87.1 Safety belts shall be fitted to all seats on all vehicles operated by the Department which employees are called upon to drive or to ride upon on a public road. Employees are required to wear safety belts at all times while driving or a passenger in a vehicle operated by the Department.

### **88. Station Design, Infrastructure and Amenities**

- 88.1 The parties acknowledge that Fire Stations are unique workplaces which require specific infrastructure and amenities.
- 88.2 The parties agree that during the life of this Award relevant representatives of the Department and the Union will conduct a joint review of all existing fire stations with the aim to provide a comprehensive report on required modifications for each existing station to provide for the necessary infrastructure and amenities at each station. This review should include (but is not limited to) a consideration of the following:
- Clean/dirty areas
  - Management of diesel particulates
  - Appropriate amenities for employees of any gender
  - Safe turn-out of vehicles and appliances.
- 88.3 The parties agree to work towards the development of a guideline prior to the expiry of this Award to ensure standard and appropriate amenities in all new Fire Stations or in the case of modifications to existing Fire Stations.
- 88.4 The parties agree that no new Fire Stations or modifications to existing Fire Stations will occur without full consultation in accordance with clause 10.
- 88.5 It is not the intention of the parties to decrease the number of overall Fire Stations, appliances or crewing as a result of this clause.
- 88.6 The parties agree that the process prescribed for in subclauses 88.2-88.3 will occur via an agreed subcommittee of the JCC which will be called the Infrastructure Subcommittee. This committee will have three representative of the Department and three representatives of the FBEU and will be established to consult on all matters relating to Infrastructure in accordance with Clause 10.

### **89. Station Relocation, Redevelopments and Renovations**

- 89.1 The following arrangements shall apply whenever the Department is considering a relocation, redevelopment, or renovation of a fire station/work location staffed by employees covered by this

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Award. No relocation, redevelopment or renovation of a station will result in a reduction of crewing, appliances or services unless agreed with the Union.

89.2 All aspects of any station/work location relocation, redevelopment and renovation will be in accordance with clause 10 along with the provisions of this clause.

89.3 Where relocation, redevelopment or renovation work results in the temporary relocation of the workplace/station within the station's area, then the temporary location will be considered the station's ordinary location for all purposes (e.g. relieving). Where temporary relocation within the workplace/station's area is not practicable then the status of the station's temporary location (ordinary or not) will be determined on a case-by-case basis with agreement with the Union.

89.4 Fire Station Relocation, redevelopment and/or renovation additional consultation process:

89.5 Where the Department are proposing a permanent relocation of a Fire Station or work location staffed by employees (whether this be to an entirely new premises or an alternative currently existing FRNSW premises); or redevelopment and/or renovation of an existing premises, the Department will notify the Union health and safety representative and all affected staff in writing including a full proposal. This proposal will include but not be limited to the following:

- Reasons for the proposed relocation, redevelopment and/or renovation.
- Indicative timelines for the project.
- Clear information as to how crewing numbers, current appliances and services will be maintained during any redevelopment and/or renovation works including any period of temporary relocation and/or following the occupation to the relocated premises.
- The proposed design and amenities for any temporary premises where temporary premises are required, (including where this is in temporary facilities on site at the relocated premises).
- The proposed design and amenities for the redeveloped and/or renovated fire or any new station/work location.
- Any other matters deemed relevant and requested by affected staff or the Union.

Affected staff, and the Union will have full consultation regarding the above proposal prior to any action by the Department to commence the redevelopment, renovation or relocation process.

89.6 All redeveloped, renovated, temporary and/or permanently relocated Fire Stations/ Work locations will at a minimum provide the following facilities/amenities:

- Facilities for the preparation and consumption of meals, recreation and rest and recline.
- Facilities to ensure privacy for all employees.
- Any other items agreed between the Department, the Union and affected employees.

89.7 Prior to occupation of any redeveloped, renovated, temporary and/or permanently relocated facilities, the Department will arrange an inspection of the premises. The inspection party will include, as a minimum, a representative of the Department capable of explaining in detail what work will be done and answering questions about the work, and a Union-nominated representative and the relevant Health and Safety Representative.

89.8 Disturbance Allowance

89.8.1 Where an employee is directed to work from either a temporary work location or their current work location is subject to any redevelopment, refurbishment or renovation they will receive the Disturbance Allowance listed at Item 26 of Table 1 of Schedule 2 per shift for all time the employee is working from the temporary work location and/or their current work location is subject to any redevelopment, refurbishment or renovation.



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- 89.8.2 Where an employee is directed to work from a temporary work location they will, in addition to the allowance specified at clause 89.8.1 be paid the Kilometre Allowance at Item 2 of Table 1 of Schedule 2 for all kilometres between the previous permanent work location and the temporary work location
- 89.8.3 Where an employee is directed to work permanently from a new work location they will be paid the Kilometre Allowance at Item 2 of Table 1 of Schedule 2 for all kilometres between the previous permanent work location and the new permanent work location for a period of twelve months.
- 89.9 Firefighters who do not both commence and finish the shift at that station (e.g., firefighters on recall, out duty or stand by) will be paid 50% of the applicable rate for that shift.
- 89.10 Firefighters who perform overtime immediately prior to or following their rostered shift will be paid the Disturbance Allowance for that rostered shift only.
- 89.11 The Disturbance Allowances provided for in subclause 89.8 will increase in line with percentage increases to the rates of pay.

## **PART B – ADDITIONAL CONDITIONS FOR INSTRUCTORS / TRAINING STAFF**

### **B1 – ADDITIONAL WAGES, ALLOWANCES AND RENUMERATION**

#### **90. Certificate IV Training and Assessment**

- 90.1 All employees appointed to an Instructor and/or Training Staff role will be provided, by the Department with the opportunity to obtain the current industry level Certificate IV in Training and Assessment or equivalent.
- 90.2 Where an employee appointed to an Instructor and/or Training Staff role already holds a Certificate IV in Training and Assessment or equivalent on entry into such a position, on product of receipt of the cost or achieving that certificate will be reimbursed by the Department.
- 90.3 Employees appointed to an Instructor and/or Training Staff role will be paid Certificate IV Training and Assessment provided for at Item 27 of Table 1 of Schedule 2 which payable for all purposes inclusive of periods of leave and form part of an employees ordinary time earnings for the purposes of superannuation.
- 90.4 The Certificate IV allowance provided for in subclause 90.3 will increase in line with percentage increases to the rates of pay.

#### **91. Diploma of Training and Assessment**

- 91.1 All employees appointed to an Instructor and/or Training Staff may apply to undertake further studies in the Diploma of Training and Assessment or equivalent with all associated costs and leave to undertake the course being met by the employer. No request will be unreasonably withheld.
- 91.2 Where an employee appointed to an Instructor and/or Training Staff role already holds a Diploma of Training and Assessment or equivalent, on production of receipts of the cost or achieving that certificate will be reimbursed by the Department.
- 91.3 Employees appointed to an Instructor and/or Training Staff role will be paid an Diploma of Training and Assessment Allowance listed at Item 28 of Table 1 of Schedule 2 which payable for all purposes inclusive of periods of leave and form part of an employees ordinary time earnings for the purposes of superannuation.
- 91.4 The Diploma of Training and Assessment Allowance provided for in subclause 91.3 will increase in line with percentage increases to the rates of pay.

#### **92. Driving Instructor Allowance**

- 92.1. Employees appointed to a role in Driving Training and Assessment will, in addition to the provisions of clauses 90-91 be provided by the Department with the opportunity to obtain a Certificate IV in Heavy Vehicle Driving Instruction.
- 92.2 Where an employee appointed to an Instructor and/or Training Staff role already holds a Certificate IV Certificate IV in Heavy Vehicle Driving Instruction or equivalent on entry into such a position, on product of receipt of the cost or achieving that certificate will be reimbursed by the Department.
- 92.3 Employees appointed to an Instructor and/or Training Staff role will be paid a Driving Instructor Allowance listed at Item 29 of Table 1 of Schedule 2 per week which payable for all purposes inclusive of periods of leave and form part of an employees ordinary time earnings for the purposes of superannuation.
- 92.4 The Certificate IV in Heavy Vehicle Driving Instruction provided for in subclause 90.3 will increase in line with percentage increases to the rates of pay.

### **93. Toll Reimbursement**

- 93.1 All employees appointed to an Instructor and/or Training Staff will have their tolls reimbursed for all work related travel. Toll will also be reimbursed for these employees for all travel to and from the Emergency Services Academy or other Recognised Training Grounds.

## **B2 – Specific Staffing, System Conditions and Rosters**

### **94. Security, Safety of Work and Classifications**

- 94.1 Unless otherwise agreed between the parties, the development and delivery of all training for employees covered under this Award will be provided by employees employed at one of the classifications of this Award.

### **95. Safe Staffing and Systems of Work**

- 95.1 The parties agree that within 3 months of the commencement of this Award, and in accordance with Clause 10, Consultation, the parties will reach agreed minimum safe staffing numbers and instructor ratios for each training program delivered by FRNSW. These agreement numbers will form part of the minimum safe staffing numbers for the purposes of Table 2 of Schedule 3.
- 95.2 For an instructor work on a course, the instructor shall have all the vocational competencies being delivered.

## **B3 – Specific Classifications, Career Paths & Promotions**

### **96. Classification of Instructor / Training Staff Roles**

- 96.1 All Instructor and or Training staff roles will be appointed on merit be classified at Non-Station based positions in accordance with clause 63 and will receive payment in accordance with that clause.
- 96.2 Employees appointed to these roles may do so in accordance with Clause 61.

**PART C – ADDITIONAL CONDITIONS FOR FIRE INVESTIGATION UNIT**

**C1 – ADDITIONAL WAGES, ALLOWANCES AND RENUMERATION**

**97. Fire Investigation Allowance**

- 97.1 Employees qualified to undertake Fire Investigation and Analysis and appointed to such a role shall be paid an all-purpose Fire Investigation Allowance of 4.5% of their rate of pay including the relevant qualification allowances and the additional amount payable in accordance with clause 61 for occupying a Non-Station Based Role (along any other payments which form part of their salary or a payable for all purposes).
- 97.2 The Fire Investigation Allowance is payable for all purposes inclusive of periods of leave and form part of an employee's ordinary time earnings for the purposes of superannuation.

**98. Toll Reimbursement**

- 98.1 All employees appointed to a role in Fire Investigation will have their tolls reimbursed for all work related travel. Toll will also be reimbursed for these employees for all travel to and from their home to their usual work location.

**99. Fire Investigation Vehicles**

- 99.1 The parties agree that within 1 month of the commencement of this Award they will consult and agree on the specifications for a purpose built vehicle for Fire Investigators and that all employees employed in a Fire Investigation role will be issued with a vehicle that meets the agreed specification within 12 months of the commencement of the Award.

**C2 – SPECIFIC STAFFING, SYSTEM CONDITIONS AND ROSTERS**

**100. Security, Safety of Work and Classifications**

- 100.1 Unless otherwise agreed between the parties, all Fire Investigation and Analysis roles listed below in clause 101 will be filled by employees employed at one of the classifications of this Award.

**101. Safe Staffing and Systems of Work**

- 101.1 The following minimum number of Fire Investigation Unit members will be maintained by the Department:
- 1 Superintendent
  - 2 Firefighter positions and 1 Station Officer position in the Research Team
  - 1 Inspector and 2 Station Officer positions in the Canine Team
  - Two Fire Investigation Teams consisting of an Inspector in each team and 3 Station Officer positions.

**C3 – SPECIFIC CLASSIFICATIONS, CAREER PATHS & PROMOTIONS**

**102. Classification of Fire Investigation Roles**

- 102.1 All Fire Investigation roles will be appointed on merit and be classified at Non-Station based positions in accordance with clause 63 and will receive payment in accordance with that clause.
- 102.2 Employees appointed to these roles may do so in accordance with clause 61.

**PART D – ADDITIONAL PROVISIONS FOR FIRE SAFETY DEPARTMENT**

**D1 – ADDITIONAL WAGES, ALLOWANCES AND RENUMERATION**

**103. Fire Safety Qualification**

- 103.1 All employees appointed to role in Fire Safety will be provided, by the Department with the opportunity to complete the Advanced Building Regulation Training Program or equivalent.
- 103.2 Employees appointed to role in Fire Safety will, on subsequent successful completion of the Advanced Building Regulation Training Program will receive a Fire Safety Qualification Allowance as listed at Item 30 of Table 1 of Schedule 2 per week which payable for all purposes inclusive of periods of leave and form part of an employees ordinary time earnings for the purposes of superannuation.
- 103.3 The Fire Safety Qualification Allowance provided for in subclause 103.2 will increase in line with percentage increases to the rates of pay.

**104. Bachelor of Engineering**

- 104.1 All employees appointed to a role in Fire Safety may apply to undertake further studies in a Bachelor of Engineering or equivalent with all associated costs and leave to undertake the course being met by the employer. No request will be unreasonably withheld.
- 104.2 Where an employee appointed to a role in Fire Safety already holds a Bachelor of Engineering or equivalent, on production of receipts of the cost or achieving that qualification will be reimbursed by the Department.
- 104.3 Employees appointed to role in Fire Safety who hold a Bachelor of Engineering will receive a Bachelor of Engineering Allowance in accordance with Item 31 of Table 1 of Schedule 2 which payable for all purposes inclusive of periods of leave and form part of an employees ordinary time earnings for the purposes of superannuation.
- 104.4 The Bachelor of Engineering Allowance provided for in subclause 104.3 will increase in line with percentage increases to the rates of pay.

**105. Toll Reimbursement**

- 105.1 All employees appointed to a role in Fire Safety will have their tolls reimbursed for all work related travel. Toll will also be reimbursed for these employees for all travel to and from their home to their usual work location.

**D2 – SPECIFIC STAFFING, SYSTEM CONDITIONS AND ROSTERS**

**106. Security, Safety of Work and Classifications**

- 106.1 Unless otherwise agreed between the parties, all Fire Safety roles listed below in clause 107 will be filled by employees employed at one of the classifications of this Award.

**107. Safe Staffing and Systems of Work**

- 107.1 The following minimum number of Fire Safety roles will be maintained as a minimum by the Department:
- 1 Chief Superintendent – Fire Safety
  - 1 Superintendent – Fire Safety
  - 1 Superintendent – Operations Liaison and Special Hazards
  - 7 Non-Station Based (Team Leader) Positions – Fire Safety
  - 1 Non-Station Based (Team Leader) Position – Fire Safety and Alarm Assessment
  - 2 Non-Station Based (Team Leader) Positions – Fire Safety Assessor

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- 1 Non-Station Based (Team Leader) Position – Safework Secondment
- 14 Non-Station Based (Team Member) Positions – Fire Safety Officer
- 2 Non-Station Based (Team Member) Positions – Alarm Assessment Officer

### **D3 – SPECIFIC CLASSIFICATIONS, CAREER PATHS & PROMOTIONS**

#### **108. Classification of Fire Safety Roles**

108.1 All Fire Safety roles will be appointed on merit be classified at Non-Station based positions in accordance with clause 63 and will receive payment in accordance with that clause.

108.2 Employees appointed to these roles may do so in accordance with clause 61.

**PART E – ADDITIONAL CONDITIONS FOR COMMUNICATIONS OPERATORS**

**E1 – ADDITIONAL WAGES, ALLOWANCES AND RENUMERATION**

**109. Communication Allowances**

109.1 Employees appointed to a role within Communications shall be paid the following allowances:

- a) Non-Officers - \$397.90 per week
- b) Officers - \$431.44 per week
- c) Senior Officers - \$503.08 per week

These allowances are specified at Items 7-9 of Table 1 of Schedule 2.

109.2 The Communication Allowance specified at subclause 109.1 will be payable for all purposes inclusive of periods of leave and form part of an employee's ordinary time earnings for the purposes of superannuation.

109.3 Communications Allowance provided for in subclause 109.1 will increase in line with percentage increases to the rates of pay.

**110. Communication Trainers / Instructors**

110.1 Employees employed in either the Training Officer Operational Communications roles or Team Leader Training Operational Communications role or any other role involved in the training of Communications will, in addition to the applicable allowance at Clause 109 will receive the benefits provided to instructors at Clauses 90 and 91.

**E2 – SPECIFIC STAFFING, SYSTEM CONDITIONS AND ROSTERS**

**111. Security, Safety of Work and Classifications**

111.1 Unless otherwise agreed between the parties, all Communications roles listed below in clause 113 will be filled by employees employed at one of the classifications of this Award.

**112. Location of Employees**

112.1 All employees employed in Communications will be selected on merit and will be employed to work from either the Sydney Communications Centre or the Newcastle Communications Centre.

**113. Safe Staffing and Systems of Work**

113.1 The following minimum number of Communications roles will be maintained as a minimum by the Department on each platoon at both the Sydney and Newcastle Communication Centres:

- 1 Inspector
- 2 Stations Officers
- 8 Operators

113.2 Fire and Rescue will also maintain as a minimum 1 Training Officer Operational Communications role in Sydney and one in Newcastle along with a Team Leader Training Operational Communications role which can be based in either Sydney or Newcastle at the election of the employee who holds the role.

113.3 The parties agree during the life of this Award to investigate and consult on appropriate relief models for Communications. Such consultation will be in accordance with Clause 10.

**E3 – SPECIFIC CLASSIFICATIONS, CAREER PATHS & PROMOTIONS**

**114. Classification of Communications Roles**

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- 114.1 All employees employed in a Communications role will be considered to be occupying Station Based Roles for the purposes of this Award except for the provision of clause 115.

### **115. Progression and Promotion**

#### **Communications Promotional Pathways**

- 115.1 Employees employed in Communications Roles are eligible to progress via the promotional pathways provided via Non-Station Based roles for both Senior Firefighter to Station Officer and Leading Station Officer to Inspector as provided for in Clause 61.
- 115.2 For the avoidance of doubt, the promotional pathway provided for in subclause 115.1 will operate for all eligible Senior Firefighters who are appointed to Station Officer position in Communications in the same manner as that provided for in Non-Station Based (Team Member) roles and for all Station Officer and Leading Station Officers appointed to an Inspector Role in Communications as that provided for Non-Station Based (Team Leader) roles.
- 115.3 The promotional pathway will operate in the same manner as that provided for in clause 61 except that where an employee occupies a Station Officer role within Communications completes the Station Officer Promotional Program and elect to remain in the position for a further two years, they will be substantively appointed to the rank of Station Officer at the completion of the two years. Likewise, where an employee occupies an Inspector role within communications and elect to remain in the position for a further two years, they will be substantively appointed to the rank of Inspector at the completion of the two years

#### **Further Provisions**

- 115.4 Time spent in a Communications position shall count for the minimum periods of service as required by Clause 61 Progression and Promotion.
- 115.5 Occupants of Communications positions who are temporarily directed to undertake operational firefighting duties and/or attend an incident in the capacity of their substantive operational rank, not their Communications position, shall continue to be paid all relevant allowances prescribed at clauses 109 and 110.
- 115.6 Occupants of Communications positions may request to return to another Station Based Position for two months each year. No such request will be unreasonably refused. During such period the employee shall continue to be paid all relevant allowances prescribed at clauses 109 and 110.

### **116. Skills Maintenance and Development**

- 116.1 Employees will be released from their usual duties associated with their role in Communications for up to two weeks per year for the purposes of undertaking training to maintain their skills associated with their role or develop/acquire further required skills.



**PART F – ADDITIONAL CONDITIONS FOR INSPECTORS, SUPERINTENDENTS AND CHIEF SUPERINTENDENTS**

**F1 – ADDITIONAL WAGES, ALLOWANCES AND RENUMERATION**

**117. Executive Officer Vehicles**

- 117.1 All Executive Officers will be provided, by Fire and Rescue New South Wales appropriately equipped and fully maintained Emergency Response Vehicle that can also be utilised by the employees for personal and work-related purposes.
- 117.2. The parties have agreed that the following constitutes appropriately equipped:
- a) Bull bar
  - b) Radio
  - c) Off road 4WD capacity
  - d) Tinted windows
  - e) First aid kits
  - f) Fire extinguishers
  - g) Fog lights
  - h) Australian New Car Assessment Program 5 Star Rating Package
  - i) Any other items agreed between the party's following consultation in accordance with clause 10.

**F2 – SPECIFIC STAFFING, SYSTEM CONDITIONS AND ROSTERS**

**118. Safe Staffing and Systems of Work**

- 118.1 The parties agree that in addition to the minimum numbers provided for in Tables 1 and 2 of Schedule 3 Fire and Rescue New South Wales will maintain the below total minimum numbers for each rank:
- Inspectors – TBA
  - Superintendents – TBA
  - Chief Superintendents – TBA

**119. Superintendent and Chief Superintendent Hours of Work**

- 119.1 Superintendents and Chief Superintendents 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 on a self-directed rostering basis.
- 119.2 Where a Superintendent or Chief Superintendent is required to work additional hours outside of their 40 hours and/or perform additional tasks that do not form part of their normal duties according to their self-directed roster and which result in them working additional hours, such additional hours will be added to the employees consolidated leave balance.
- 119.3 Superintendents and Chief Superintendents will record their hours for the purposes of subclauses 119.1 and 119.2 and if requested produce such records to the Department.

**F3 – SPECIFIC QUALIFICATIONS, CAREER PATHS AND PROMOTIONS**

**120. Inspector Qualifications and Promotion**

- 120.1 Inspectors will, on promotion hold all the relevant qualifications and competencies prescribed at clause 60.
- 120.2 Promotion to Inspector will be in accordance with the provisions of Clause 61.

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120.3 The Department will seek applications from eligible employees for promotion to Inspector any time the substantive number of Inspectors drops within 10% of the number of Inspectors prescribed at subclause 118.1.

### **121. Superintendent and Chief Superintendent Promotions**

121.1 All appointments to Superintendent and Chief Superintendent will be via a merit selection process.

121.2 The Department will seek applications from eligible employees for promotion to Superintendents any time the number of substantive number Superintendents drops within 10% of the number of Chief Superintendents prescribed at subclause 118.1.

### **122. Superintendent and Chief Superintendent Professional Development**

122.1 Fire and Rescue New South Wales may upon application by a Superintendent or Chief Superintendent assist such to undertake additional professional development activities through the provision of such financial assistance or leave with or without pay as determined by the Commissioner.

122.2. This clause shall not be used punitively or for disciplinary purposes.

122.3. Professional development opportunities will be shared equitably amongst Executive Officers.

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**Schedule 1 – Rates of Pay**

**Table 1 – Rates of Pay**

	<b>\$ Per week</b>		
<b>Classification</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Recruit Firefighter	\$1411.70	\$1496.40	\$1586.18
Firefighter	\$1628.88	\$1726.61	\$1830.21
Qualified Firefighter	\$1809.86	\$1918.45	\$2033.56
Senior Firefighter	\$1918.45	\$2033.56	\$2155.57
Leading Firefighter	\$2027.04	\$2148.66	\$2277.58
Station Officer	\$2298.53	\$2436.44	\$2582.63
Leading station officer	\$2352.83	\$2494.00	\$2643.64
Inspector	\$2714.79	\$2877.68	\$3050.34
<b>Classification</b>	<b>\$ Per Annum</b>		
Superintendent	\$176,203.70	\$186,775.92	\$197,982.48
Chief Superintendent	\$190,381.15	\$201,804.02	\$213,912.26

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**Schedule 2 – Allowances and Reimbursements**

**Table 1 – Allowances**

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Item	Description	Unit	Amount 26/02/2023	Amount 26/02/2024	Amount 26/02/2025
1	Laundry Expenses	\$ per week	\$45.84	\$48.59	\$51.51
2	Kilometre Allowance	\$ per km	\$1.48	\$1.57	\$1.66
3	Major Aerial Allowance	\$ per week	\$69.23	\$73.38	\$77.78
4	Minor Aerial Allowance	\$ per week	\$25.97	\$27.53	\$29.18
5	Hazmat Allowance	\$ per week	\$138.47	\$146.78	\$155.59
6	Hazmat Servicing Allowance	\$ per week	\$17.00	\$18.02	\$19.10
7	Communications Allowance – Non-Officers	\$ per week	\$430.53	\$456.78	\$483.74
8	Communications Allowance - Officers	\$ per week	\$466.82	\$494.83	\$524.52
9	Communications Allowance – Senior Officers	\$ per week	\$544.33	\$576.99	\$611.61
10	Country Allowance	\$ per week	\$9.39	\$9.95	\$10.55
11	Remote Area Allowance	\$ per week	\$35.97	\$38.13	\$40.42
12	Rescue Allowance	\$ per week	\$60.16	\$63.77	\$67.60
13	In Water Rescue Allowance	\$ per week	\$17	\$18.02	\$19.10
14	Land Based Flood Rescue Allowance	\$ per week	\$17	\$18.02	\$19.10
15	Vertical Rescue Allowance	\$ per week	\$17	\$18.02	\$19.10
16	Urban Search and Rescue Allowance	\$ per week	\$17	\$18.02	\$19.10
17	Trench Rescue Allowance	\$ per week	\$17	\$18.02	\$19.10
18	Marine Allowance	\$ per week	\$69.23	\$73.38	\$77.78
19	Service Allowance -5 years or more, but less than 10 years -10 years or more, but less than 15 -15 years or more	\$ per week	\$5.59 \$11.20 \$16.79	\$5.93 \$11.87 \$12.58	\$6.29 \$12.58 \$18.87
20	Meal Allowance	\$ per meal	\$35.98	\$38.14	\$40.43
21	Refreshment Allowance	\$ per meal	\$18.02	\$19.10	\$20.25
22	Relieving Allowance	\$ per rostered shift	\$39.82	\$42.21	\$44.74
22	Deployment Allowance	\$ per day	\$210.19	\$222.80	\$236.17
23	Court Attendance Stand-By Rate -Periods of less than 24-hours -Periods of 24 hours	\$	\$18.60 \$27.89	\$19.72 \$29.56	\$20.90 \$31.33
24	Accommodation Contributions	\$ per week	\$47.56	\$50.41	\$53.43

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25	ComSafe Duties	\$ per hour	\$92.02	\$97.54	\$103.39
26	Disturbance Allowance	\$ per shift	\$28.10	\$29.79	\$31.58
27	Certificate IV Training and Assessment Allowance	\$ per week	\$17	\$18.02	\$19.10
28	Diploma Training and Assessment Allowance	\$ per week	\$26	\$27.56	\$29.21
29	Driving Instructor Allowance	\$ per week	\$17	\$18.02	\$19.10
30	Fire Safety Qualification Allowance	\$ per week	\$26	\$27.56	\$29.21
31	Bachelor of Engineering Allowance	\$ per week	\$17	\$18.02	\$19.10

**Table 2 - Travelling / Transferred Employees Compensation Allowances**

Item	Clause	Description	Unit	On and from 1 July 2020	
1	16.5.2 25.2.3 26.6.4 29.6.5 & 29.8.1	Specified (Casual) Journey Rate	Per km	\$39.71	
2	25.2.8.4	Stand By Rate - see Item 17 in Table 3			
3	26.1.3	Hourly Rate – Travelling Compensation	Per hour	\$52.05	
4	26.3.1.1	Breakfast	Per meal	## \$28.70	^^ \$25.75
5	26.3.1.2	Lunch	Per meal	## \$32.30	^^ \$29.35
6	26.3.1.3	Dinner	Per meal	## \$55.05	^^ \$50.65
7	12a5.1, 26.4.1	Accommodation first 35 days (includes all meals) - Capital Cities  - High Cost Country Centres	Per day	\$324.45 Sydney \$293.45 Adelaide \$311.45 Brisbane \$304.45 Canberra \$356.45 Darwin \$283.45 Hobart \$309.45 Melbourne \$316.45 Perth  \$271.45 Bathurst \$281.45 Bega \$301.45 Bourke \$280.45 Broken Hill \$276.45 Coffs Harbour \$276.45 Gosford  \$286.45 Mudgee \$284.45 Muswellbrook	

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Item	Clause	Description	Unit	On and from 1 July 2020
		- Tier 2 Country Centres		\$310.45 Newcastle \$326.45 Norfolk Island \$291.45 Orange \$297.45 Port Macquarie \$275.45 Queanbeyan \$280.45 Wagga Wagga \$291.45 Wollongong
		- Other Country Centres		\$257.60 \$260.15 Albury \$257.60 \$260.15 Armidale \$260.15 Cobar \$257.60 \$260.15 Cooma \$260.15 Cowra \$257.60 \$260.15 Dubbo \$257.60 \$260.15 Goulburn \$260.15 Grafton \$257.60 \$260.15 Griffith \$257.60 \$260.15 Gunnedah \$257.60 \$260.15 Lismore \$257.60 \$260.15 Nowra \$257.60 \$260.15 Tamworth \$257.60 \$260.15 Tumut
				\$240.15
8	12a5.2 26.4.2	Actual Necessary Expenses - all locations	Per day	\$20.40
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	\$20.40
11	26.6.5.4 & 29.8.4	Official Business Rate	Per km	111.98 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 Dependents rate	Per week (actual expenses to a maximum of)	\$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

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Item	Clause	Description	Unit	On and from 1 July 2020
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 parent/guardian	Per week	\$27.00
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.



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**Schedule 3 – Safe Staffing Tables**

**Table 1 – Station Based Safe Staffing Numbers**

**TO BE INSERTED**

**Table 2 – Non-Station Based Safe Staffing Numbers**

**TO BE INSERTED**

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**Schedule 4 – Personal Issue Uniform and PPE**

The parties agree that in accordance with clause 83 all employees will be issued with the below items of Uniform and Personal Protective Clothing/Equipment in the quantities specified below:

**PPE and Duty Wear**

<i>Item</i>	<i>Initial issue</i>	
	<i>Permanent</i>	<i>Retained</i>
<b>Personal protective equipment and clothing (including duty wear)</b>		
Belt, web, duty wear	1	1
Boots, firefighting	2	2
Boots, utility	1	1
Bush fire goggles	1	1
Beanie, unlined	1	1
Cap, baseball	1	1
Coat, multi-purpose	1	1
Gloves, general purpose	1 pair	1 pair
Hat, sun	1	1
Helmet, multipurpose (Issued with name, rank and role insignia)	1	1
Helmet, structural (Issued with name, rank and role insignia)	1	1
Kit bag, PPE	1	1
Pocket line	1	1
Safety glasses	1	1
Shirt, duty wear, long or short sleeve	6	3
Shorts, duty wear	4	2
Shorts, athletes	2	2
Socks, either thick or standard, for operational use, dress uniform, and office wear	5 pair	5 pair
Torch	1	1

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Trousers, duty wear	4	2
T-shirt	4	2
<b>Uniform</b>		
Belt, dress, skirt and slacks	1	1
Belt, trousers, dress, either buckle or velcro	1	1
Handbag-womens(local purchase)	On request	On request
Hat, peak cap – according to rank	1	1
Jacket, dress uniform, (galatea)	1	1
Jacket, soft shell, black	1	1
Necktie	1	1
Shirt, dress, short sleeve	1	1
Shirt, womens dress, maternity	As needed	As needed
Shoes, dress; boot, slip on; or court shoes, womens	1	1
Sweater, V-neck	1	1
Trousers or skirt, womens dress, maternity (ESCAT or local purchase)	As needed	As needed
Trousers, mens dress; or slacks, womens dress; or skirt womens	1	1
Accoutrements		
Badge, peak cap, ornate (officers - on promotion to Station Commander)	1	1
Badge, peak cap, standard	1	1
Buttons, 18 mm, galatea	6	6
Buttons, staple 24 mm, galatea	4	4
Epaulettes, soft - according to rank	6 sets	6 sets
Epaulettes, hardboard - according to rank; Station Commanders and above, issued on promotion	2 sets	2 sets
Key keeper	1	1
Notebook cover, pocket	1	1
Notebook, pocket	1	1
Ring, 16 mm	10	
Sticker, multi-purpose helmet, name	As needed	As needed

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Sticker, multi-purpose helmet, qualifications	As needed	As needed
Sticker, multi-purpose helmet, rank	As needed	As needed
Sticker, structural helmet, name	As needed	As needed
Sticker, structural helmet, qualifications	As needed	As needed
Sticker, structural helmet, rank	As needed	As needed

### Structural Firefighting Ensemble

<i>Item</i>	<i>Entitlement</i>
Coat, structural firefighting	2
Gloves, structural firefighting	2 pair
Protective hood (flash hood)	2
Trousers, structural firefighting (with braces)	2

### Office Wear for Senior Officer and Non-Station Based Positions

<i>Item</i>	<i>Annual Issue</i>	<i>Issue as needed</i>
Trousers	2	
Shirt, short sleeve or shirt, long sleeve (as preferred)	5 (total)	
Blouse, maternity, womens		5
Cardigan, maternity, womens		1
Trousers, maternity, womens		5

### Items Specific to Senior Officers

<i>Item</i>	<i>Issue on promotion</i>
Bow tie	1
Chrome insignia buttons for dress uniform shirt	1 set
Hardboard epaulettes, black, for galatea and mess dress jacket, blank (Order rank accoutrements separately)	1 set
Mess cummerbund	1
Mess formal trousers; or mess formal skirt; or formal dress	1
Mess jacket	1
Mess jacket accoutrements: chrome insignia buttons, lapel pins according to rank.	1 set

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Shirt, dress uniform, long sleeve	1
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**Alpine Items**

<i>Item</i>	<i>Permanent - Available for Issue on posting</i>	<i>Retained- Initial Issue</i>
* Boots, firefighting, (with moisture barrier, currently met by the current issue Magnum Vulcan CT/CP WPI with HBR membrane liner)	1	1
Gloves, alpine with liner	1	1
Goggles, alpine	1	1
Scarf combo	1	1
Socks, alpine	1	1
Thermal gloves	1	1
Thermal pants	1	1
Thermal shirt	1	1