

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 50661 &amp; 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 Retained Firefighting Staff) Award 2023”.

**2. Application and Structure**

- 2.1. This Award regulates the pay and conditions of employment for employees covered by this Award.

- 2.2. This Award covers all employees employed in a retained firefighter classification as defined at clause 55, Classifications, 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 and Extra Claims

A3 – Wages, Allowances and Remuneration

A4 – Staffing, System Conditions and Rosters

A5 – Leave Entitlements

A6 – Classifications, Career Paths and Promotions

A7 – Employment Relationship

A8 – Health and Wellbeing

A9 – Workplaces, Appliances, Uniforms and Equipment

Part B – Additional Conditions for Deputy Captains and Captains

B1 – Additional Wages, Allowances and Remuneration

B2 – Specific Staffing, System Conditions and Rosters

B3 – Specific Classifications, Career Paths & Promotions

Part C – Additional Conditions for Retained Rescue Operators

C1 – Additional Wages, Allowances and Remuneration

C2 – Specific Staffing, System Conditions and Rosters

Part D – Additional Conditions for Retained Hazmat Operators

D1 – Additional Wages, Allowances and Remuneration

D2 – Specific Staffing, System Conditions and Rosters

- 2.4. This Award is structured into Parts A and B 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 Retained 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 Department 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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## **7. Definitions**

“Authorised Absence” for the purposes of this Award means any time, not including approved leave, where an employee is performing duties for the Department, during which period they would otherwise have been available for response. Examples includes authorised duties, strike teams, relief duties, or training other than regular drills or make-up drills.

“Brigade” for the purposes of this Award means any individual brigade of Fire and Rescue NSW constituted under the Fire and Rescue NSW Act 1989.

“CFR” means Community First Responder, the medical first response role performed by CFR firefighters as at 21 June 2012 in support (but not in lieu) of the Ambulance Service of NSW.

“CFR Brigade” means any Brigade that is designated as such by Fire & Rescue NSW from time to time and such designation may be attached or withdrawn following consultation with the Union.

“CFR firefighter” means an employee who is both attached to a CFR Brigade and who is qualified to undertake CFR duties. Any retained firefighter attached to a CFR Brigade may request CFR training and then shall be provided with such training as soon as practicable. Any CFR firefighter may at any time elect to relinquish their CFR qualification and classification.

"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*.

"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 1 dried fruit or fruit and nut mix (Sunbeam Fruit and Nut 40g, Fruit on the Go 50g, or similar) and 1 cheese and biscuits (Uncle Tobys Le Snak Cheddar Cheese 20g, or similar) or 1 fruit pack (Goulburn Valley no added sugar 220 g, or similar) and one 100% fruit juice box (Just Juice 250 ml, or similar).

"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.

"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.

"Operational Firefighter" means a firefighter classified as one of the following: Recruit Firefighter; Firefighter; Deputy Captain, Captain.

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

"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).

**"Retained Officer" means employees with the classification "Deputy Captain" or "Captain" in this Award.**

"Retainer" means the relevant amount set out at the Entitlement Codes at Clause 19, Rates of Pay, that is paid per fortnight to employees in accordance with their classification, less the fortnightly equivalent of any contribution required pursuant to the Crown Employees (NSW Fire Brigades Firefighting Staff Death and Disability) Award 2012 or its successors.

"Service" for the purposes of determining leave entitlements, means continuous service.

"Special Leave Without Pay" means a period of approved unpaid leave during which the employee's retainer shall be unaffected.

"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 the Department to meet new and changing service delivery requirements.

## 9. Productivity

- 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, the Department 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)

## 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 to 10.3. The JCC will seek to operate on the basis of consensus.
  - 10.4.2. Prior to making any decision to effect change in the circumstances prescribed by subclauses 10.1 to 10.3, the Commissioner and/or the Department 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, 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/the Department 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/the Department to conclude that the consultation process has been exhausted, the Commissioner/the Department shall advise the Union accordingly and the following procedures shall then operate.

10.6. The Commissioner/the Department 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 2 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**

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. The Department 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 the Department 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 the Department 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. The Department 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. Departmental Policies**

- 15.1. The Department 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 the Department 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 the Department to their employees.
- 15.7. On commencement of this Award all Departmental 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. Dispute Procedures**

- 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 Two

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 Three

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 Four

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 Five

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.

16.4. 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 4 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 and Retainer prescribed for the employee's classification in Tables 1 and 2 of Schedule 1, Pay Rates, of this Award.

19.2. Each "Per Week" rate of pay shown in Tables 1 and 2 of 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. 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%

19.4. 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 19.3 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 19.3 to a lower rate than provided for in that sub-clause.

**19.5. Superannuation**

19.5.1 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.

**19.6. Retainers**

19.6.1. The Retainer is paid in recognition of and compensation for the attendances and periods of declared availability required of employees by Clause 19.6.2 Firefighter Retainers, and include a loading in compensation for:

19.6.1.1. Annual leave loading.

19.6.1.2. The driving and operating of all vehicles operated by appropriately qualified employees as at 30 September 1999 and rescue and hazmat vehicles outside the GSA and the Newcastle, Lake Macquarie, Wollongong, Shellharbour, Central Coast and Blue Mountains Local Government Areas. The operation of any other vehicles shall be by agreement between the Union and the Department.

**19.6.2. Firefighter Retainers**

	Retainer Level	Compulsory availability per week	Entitlement Code
<b>Recruit Firefighter, Firefighter and CFR Firefighter</b>	Standard Retainers (anytime, any day of the week)		
	Base	24 hours	A
	50%	48 hours	B
	75%	72 hours	C
	100%	96 hours	D
	Weekday Retainers (between 0600 hours and 1800 hours, Monday to Friday only)		
	50%	30 hours	B
	75%	40 hours	C
	100%	50 hours	D

**19.6.3. Deputy Captain Retainers**

	Retainer Level	Compulsory availability per week	Entitlement Code
<b>Deputy Captain and CFR Deputy Captain</b>	Standard Retainers (anytime, any day of the week)		
	Base	24 hours	E
	50%	48 hours	F
	75%	72 hours	G
	100%	96 hours	H
	Weekday Retainers (between 0600 hours and 1800 hours, Monday to Friday only)		
	50%	30 hours	F
	75%	40 hours	G
	100%	50 hours	H

**19.6.4. Captain Retainers**

Captain and CFR Captain	Retainer Level	Compulsory availability per week	Entitlement Code
	Standard Retainers (anytime, any day of the week)		
	Base	24 hours	I
	50%	48 hours	J
	75%	72 hours	K
	100%	96 hours	L
	Weekday Retainers (between 0600 hours and 1800 hours, Monday to Friday only)		
	50%	30 hours	J
	75%	40 hours	K
	100%	50 hours	L

#### 19.6.5. Hourly Rates

Classification	1 <sup>st</sup> Hour	Each subsequent half-hour or part thereof
Recruit Firefighter	M	N
Firefighter	O	P
CFR Firefighter	Q	R
Deputy Captain	S	T
CFR Deputy Captain	U	V
Captain	W	X
CFR Captain	Y	Z

19.7. All new employees shall commence employment in the classification of Recruit Firefighter and on the Base level of the Standard Retainer and shall not progress to a higher and/or Weekday Retainer other than in accordance with Clause 19.8.1 Higher Retainers.

#### 19.8. Higher Retainers

19.8.1. Progression from one Standard Retainer to any higher Standard Retainer, or from one Standard Retainer to any Weekday Retainer, or from one Weekday Retainer to any higher Weekday Retainer shall be subject to the occurrence of a vacancy and shall be determined solely on the basis of merit selection. The number of higher and/or Weekday Retainers available at any brigade (if any) will remain solely at the Department's discretion and subject to expansion or reduction pursuant to Clause 19.8.2.

19.8.2. An employee who applies for and is subsequently appointed to a higher Standard Retainer and/or a Weekday Retainer may be transferred to a lower Retainer, either Standard or Weekday, without the employee's consent provided; firstly, that the Department provides the employee(s) concerned with at least one month's written notice of such transfer; and secondly, that such transfers are applied as equitably within the brigade as reasonably possible in the circumstances; and thirdly, that the employee's transfer is not a consequence of disciplinary action, in which case neither of the preceding requirements will apply and the transfer may be affected immediately.

19.8.3. An employee's Retainer (Standard or Weekday) and Level (Base, 50%, 75% or 100%) shall increase in line with any changes to the employee's classification if they are promoted or acting up but will not be reduced should their classification be reduced.

#### 19.9. Community First Response Classification

19.9.1. Progression of employees to their corresponding CFR classification (Firefighter, Deputy Captain or Captain, whichever applies) shall be subject to:

19.9.1.1. attachment to a CFR Brigade; and

19.9.1.2. the satisfactory completion of the training and/or training competencies specified for CFR duties.

19.10. Employees appointed as Unit Trainers shall receive payment at the rates prescribed at Items W and X when delivering training at regular station drills or make-up drills, for the duration of the drill.

19.11. Calculation of Payment for Duties Performed

19.11.1. Employees shall be paid, subject to the provisions of Clause 19.11, for the total period of time spent performing duties, which shall be calculated as follows:

19.11.1.1. Attendance at Scheduled Weekend Training courses - the period of attendance shall be equivalent to the scheduled training hours. For the avoidance of doubt, a 'training course' does not include a station drill or station program training exercise.

19.11.1.2. Major Emergencies - Periods of attendance for the purpose of calculating payment shall be calculated having regard to the provisions of Clause 30, Attendance at Major Emergencies.

19.11.1.3. Attendance at Zone Conferences - the period of attendance shall be equivalent to the scheduled hours of the conference.

19.11.1.4. Royal Easter Show and ComSafe - periods of attendance for the purpose of calculating payment shall be calculated having regard to the provisions of Clause 19.16.

19.11.1.5. In all other instances - employees shall be paid for the period that elapses from the time the employee arrived at the employee's station, until the time such employee ceased duty at the employee's station.

19.12. Minimum periods of payment

19.12.1. Attendance at an incident, hazard reduction, and unit training - a minimum payment of 2 hours. All subsequent time thereafter shall be paid to the half hour.

19.12.2. Regular drills (of which there shall be 2 per station, per month) - a minimum payment of 2 hours.

19.12.3. All other authorised duties (excepting Travelling Time) - a minimum payment of 1 hour. All subsequent time to be paid to the minute.

19.12.4. Travelling time - where an employee is entitled to travelling time in terms of this Award, all such time shall be paid to the minute.

19.12.5. Relief Duties - where an employee performs relief duties in accordance with Clause 28, Higher Duties and Overtime, for three hours or less, such employee shall receive a minimum payment of three hours for each such relief. All subsequent time thereafter shall be paid to the minute.

19.12.6. Attendance at scheduled weekend training courses and zone conferences - a minimum payment of eight hours per day spent in attendance.

19.12.7. Royal Easter Show and ComSafe – where an employee performs duties in accordance with Clause 19.16 for three hours or less, such employee shall receive a minimum payment of three hours. All subsequent time shall be paid to the minute.

19.12.8. Except in the case of regular drills and authorised duties, where the purpose for which an employee was required to report for duty is completed, the employee shall be released.

19.13. An employee who attends either the station or the incident within 30 minutes of notification shall for each such attendance be entitled to payment pursuant to Clause 19.12.1.

19.14. If the non-availability of retained firefighting staff at any brigade requires the Department to maintain minimum staffing with a FRNSW firefighter not belonging to that station, then only those employees who had declared their availability shall be eligible for payment for attendance until such time as the minimum staffing by that brigade's employees is restored and the firefighter performing relief duties has been released, whereupon the ordinary payment of employees attached to the brigade shall resume.

19.14.1. If an employee who has not declared their availability is directed to attend the station and/or perform any duties during the period of minimum staffing being maintained using a FRNSW firefighter not belonging to that station, then they will be entitled to regular payment regardless of the provisions of 19.14.

19.15. Authorised Duties

19.15.1. Where an employee is required to attend meetings or to perform other authorised duties, payment shall be made at the appropriate rate of pay for the employee's classification pursuant to subclause 19.6.5. Such authorised duties include, but are not limited to, those duties that are set out in Schedule 2 Table 1 - Authorised Duties.

19.15.2. Employees seeking to attend meetings and/or perform duties in accordance with subclause 19.15.1 which are not referred to in Schedule 2 Table 1 must receive authorisation from the relevant Captain, Inspector or higher-ranking officer prior to the performance of such duties.

### 19.15.3. Health and Safety Representatives

19.15.3.1. Clause 19.15.2 does not apply to any duties performed by a Health and Safety Representative while they are fulfilling their powers and functions under the *Work Health and Safety Act* and/or *Regulations*.

19.15.3.2. Health and Safety Representatives will be entitled to perform any work at any time that is in line with their powers and/or functions under the *Work Health and Safety Act* and/or *Regulations*, without prior approval being required.

19.15.3.3. The Department will create an internal order number for Health and Safety Representatives to attach to their timesheets.

19.15.3.4. If any timesheet for work performed by any Health and Safety Representative is proposed to be rejected, consultation must occur with the Union in line with Clause 10, *Consultation*.

19.15.4. Each station is allocated, at minimum:

19.15.4.1. 36 hours per month of station-based duties; and

19.15.4.2. 1.5 hours per week, per vehicle of Engine Keeper duties; and

19.15.4.3. 2 hours per week, per vehicle of Station Inventory Management System (SIMS) duties; and

19.15.4.4. 24 hours per annum of attendance at station open days and local shows; and

19.15.4.5. in the case of any and all other authorised duties, an additional:

19.15.4.5.1. 14 hours per month if attending 100 incidents or less per year.

19.15.4.5.2. 24 hours per month if attending more than 100 but less than 200 incidents per year.

19.15.4.5.3. 30 hours per month if attending 200 or more incidents per year.

19.16. Attendance at the Royal Easter Show

19.16.1. The following hourly rates shall be paid to employees working at the Royal Easter Show:

19.16.1.1. For Recruit Firefighter and Firefighter, the rate prescribed at Entitlement Code "RASf" of Table 2 of Schedule 1 of this Award.

19.16.1.2. For Deputy Captain, the rate prescribed at Entitlement Code "RASDC" of Table 2 of Schedule 1 of this Award.

19.16.1.3. For Captain, rate prescribed at Entitlement Code "RASC" of Table 2 of Schedule 1 of this Award.

19.17. Performance of ComSafe duties

19.17.1. Employees who perform ComSafe duties shall be paid the hourly rate prescribed at Entitlement Code "COMS" of Table 2 of Schedule 1 of this Award.

19.18. ComSafe and Royal Easter Show – General Provisions

19.18.1. The rates prescribed in subclauses 19.16 and 19.17 are all incidence of employment rates and, notwithstanding anything else prescribed in this Award, employees receiving such rates shall:

19.18.1.1. only be entitled to be paid for the hours actually worked, subject to continuous payment for work performed on any calendar day. Provided that, if an employee cannot attend for duty at the Royal Easter Show (only) due to illness or incapacity and provides a medical certificate pursuant to Clause 42, Sick Leave, then the employee shall be entitled to be paid for the hours that would have otherwise been worked;

19.18.1.2. not be entitled to any payment or compensation for travelling time or travelling costs in connection with the work performed;

19.18.1.3. not be entitled to any payment or compensation with respect to either meals (except as provided for by Clause 19.18.3) and/or accommodation (except as provided for by Clause 19.18.1.6) in connection with the work performed;

19.18.1.4. not be entitled to the payment of overtime in connection with the work performed;

19.18.1.5. not be entitled to payment of downtime in connection with attendance at the Royal Easter Show;

19.18.1.6. be paid the accommodation allowance set at Schedule 1, Table 4, for each day that the distance travelled between the employee's residence and the furthest location where the ComSafe work is performed exceeds 100 kms and the employee resides away from home (evidence of which may be required prior to payment).

19.18.2. All payments made for ComSafe of Royal Easter Show shall count for the purpose of any paid leave.

19.18.3. In the event that the employees attend an incident while working at the Royal Easter Show such employees shall be entitled to the provisions of Clause 23, Meals and Refreshments.

19.18.4. Attendance at the Royal Easter Show and/or the performance of ComSafe duties shall be treated as a period of authorised absence for the purposes of Clause 29, Attendance and Availability Requirements.

19.18.5. It is expressly provided that attendance at the Royal Easter Show and/or the performance of ComSafe duties are not performed as Authorised Duties.

19.19. Payment for Availability

19.19.1. For any station which attends under 70 calls in a calendar year, the Payment for Availability clauses will apply for the following calendar year.

19.19.2. Employees who provide significantly more availability than is required under clause 19.6.2 to 19.6.4 of the Award will be entitled to an allowance which is additional to any and all other payments and allowances provided for in this Award.

19.19.3. This clause is only available for employees who are on the base Retainer and providing a minimum of 24 hours of availability per week under clause 19.6.2 to 19.6.4 of the Award.

19.19.4. The payments in this clause will only be paid if the employee attends over 95% of the calls received at the station during their periods of availability in any given week.

19.19.5. Any time spent performing any duties under Clause 28, Relief Duties, Clause 19.16, Royal Easter Show, or Clause 19.17, ComSafe, or any other Authorised Absences, will be counted as availability for the purposes of this clause.

19.19.6. For all employees who provide equal to or more than 120 hours of availability per week, not including any time on leave:

19.19.6.1. An allowance per week at Item 9, Schedule 1, Table 3 will be paid.

19.19.7. For all employees who provide equal to or more than 96 but less than 120 hours of availability per week, not including any time on leave:

19.19.7.1. An allowance per week at Item 10, Schedule 1, Table 3 per week will be paid.

19.19.8. For all employees who provide equal to or more than 60 but less than 96 hours of availability per week, not including any time on leave:

19.19.8.1. An allowance per week at Item 11, Schedule 1, Table 3 per week will be paid.

## 20. Allowance and Reimbursements

### 20.1. RTAAS Allowance

20.1.1. The Retained Telephone Alerting and Availability System Allowance prescribed at Entitlement Code "RTAAS" of Schedule 1, Table 3, of this Award shall be paid to employees who provide the Department with a valid telephone number in compensation for the maintenance of that primary contact number and the use of an agreed software application to declare their compulsory availability and, if they elect, any additional availability that they may wish to declare, and to monitor their brigade's availability on both a projected and real-time basis.

### 20.2. Reimbursements

20.2.1. Licence reimbursement - All employees will be provided with a Heavy Rigid Licence on employment with Fire and Rescue New South Wales 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.

## 21. Relativities

21.1. Pay increases will be determined by calculating as follows:

21.1.1. Retainers – rounded to the nearest cent

100% retainer	100% increase
75% retainer	75% of the 100% retainer
50% retainer	50% of the 100% retainer
Base retainer Firefighter	25% of 100% retainer
Base retainer Deputy Captain, Captain	37.5% of 100% retainer

21.1.2. Regular pay rates - all rounded to the nearest cent

Recruit Firefighter	85%
Firefighter	95%
CFR Firefighter	107% of Firefighter rate
Deputy Captain	100%
CFR Deputy Captain	107% of Deputy Captain rate
Captain	117%
CFR Captain	107% of Captain rate

21.1.3. Half hour rates – divide each rate in Clause 21.1.2 by two, then round to the nearest cent

21.1.4. Royal Easter Show pay rates - rounded to the nearest cent

Royal Easter Show Firefighter	Increase by 100%
Royal Easter Show Deputy Captain	Subtract the new Firefighter rate, entitlement Code O, from the 100% increased amount above, then add that final number to the Deputy Captain Rate at S above
Royal Easter Show Captain	Add the final number above to the Captain Rate at W above

21.2. The amounts set at Items 1 to 7 in Schedule 1, Table 4, shall be adjusted on 1 July each year in line with the corresponding reasonable allowance amounts for the appropriate financial year as published by the Australian Taxation Office (ATO).

## 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. Employees shall be paid within 2 pay periods of the date of any work performed under this Award.
- 22.3. Any payments not processed within 2 pay periods of the date of any work performed shall accrue interest at a rate of 0.1% per day until the payment is processed and paid.
- 22.4. 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. From current Award
- 23.1.1. For the purposes of this clause, an "incident" also includes hazard reduction.
- 23.1.2. Where an employee attends an incident which extends for 2 hours or more Refreshments shall be provided no later than 2 hours after the start of the incident. A refreshment allowance will not be payable if there are in-date refreshment packs located on the appliance to which the employee is attached, however, if they work for two hours straight with no capacity to stop and consume a refreshment pack, then they will be entitled to claim the allowance.



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 Entitlement Code "RA" of Schedule 1, Table 3, shall be paid.

23.2.2. Where an Emergency Meal is supplied in lieu of a Substantial Meal, the Refreshment Allowance set at Entitlement Code "RA" of Schedule 1, Table 3, 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 Entitlement Code "MA" of Schedule 1, Table 3, shall be paid.

#### 23.3. Calculation of Future Adjustments to Refreshments/Meal Allowances

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

23.3.1.1. The Meal Allowance at Entitlement Code "MA" of Schedule 1, Table 3, 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* as subsequently adjusted pursuant to subclause 23.3.1.3.

23.3.1.2. The Refreshment Allowance at Entitlement Code "RA" of Schedule 1, Table 3, is half, rounded to the nearest five cents of the amount at Entitlement Code "MA" of Schedule 1, Table 3.

23.3.1.3. The amounts specified in subclauses 23.3.1.1 and 23.3.1.2 shall be adjusted on 1 July in line with the corresponding reasonable allowance amount for overtime meals for the appropriate financial year as published by the Australian Taxation Office (ATO).

### 24. Transport

#### 24.1. Attendance at an incident

24.1.1. Where it is necessary for an employee to use the employee's private vehicle to attend an incident, the employee shall be paid at the rate prescribed at Entitlement Code "KM" of Schedule 1, Table 3, per kilometre, as follows:

24.1.1.1. The return distance from the employee's residence to the station or the distance actually travelled on the forward and return journeys to the station, which ever is the lesser, provided that payment shall be limited in all instances to a return distance of 20 kilometres; and

24.1.1.2. The return distance from the station to the incident if it is necessary for the employee to use the employee's private vehicle to travel from the station to the incident.

24.1.1.3. For the avoidance of doubt, an employee's private vehicle includes a car, motorcycle, bicycle, or any other moving transportation device with wheels.

#### 24.2. Attendance at Authorised Meetings and Other Duties

24.2.1. Where an employee is required to use the employee's private vehicle to attend such meetings or to perform such other authorised duties as prescribed in Clause 19.15, the employee shall be paid the rate prescribed at Entitlement Code "KM" of Schedule 1, Table 3, of this Award per kilometre for the actual distance necessarily and reasonably travelled for that purpose.

24.2.1.1. Provided that where an employee is authorised to, and does, use their own private vehicle and the principal purpose of the journey is, or is as a consequence of, the transportation of the Department's equipment and/or appliances from one location to another, then such employee shall be paid the appropriate rate per hour prescribed for the employee's classification in addition to the rate per kilometre prescribed at Entitlement Code "KM" of Schedule 1, Table 3. Provided further that, for the purposes of this subclause:

- 24.2.1.1.1. An employee's turnout gear shall not be regarded as equipment.
- 24.2.1.1.2. The hourly rate shall be paid on a basis similar to travelling time. That is, no minimum period of payment and all time to be paid to the minute.
- 24.2.1.1.3. Where the reason for the journey is to attend an incident, the normal provisions of this Award shall apply in lieu of the provisions of this subclause.
- 24.2.2. The provisions of this clause shall not apply where transport is provided by the Department.
- 24.2.3. Employees who are required to attend such meetings or perform such authorised duties, but do not use their private vehicle and are therefore not entitled to claim the rate prescribed at Entitlement Code "KM" of Schedule 1, Table 3, shall be entitled to claim travelling time and/or travelling expenses in accordance with Clause 25, Travelling Compensation.

24.2.4. There is no requirement for an employee to gain pre-approval prior to using a private vehicle for travel. The onus is on the Department to request non-private vehicle usage prior to travel being undertaken.

## 25. Travelling Compensation

- 25.1. Travelling Time - When an employee is required to travel for purposes other than attending regular drills or incidents, the employee may apply for payment, at the rate applicable to the employees' classification, for time spent travelling subject to the following:
  - 25.1.1. 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.
  - 25.1.2. Travelling time does not include time spent taking a meal when the employee stops a journey to take the meal.
  - 25.1.3. Travelling time shall be calculated by reference to the use of the most practical and economic means of transport.
  - 25.1.4. Payment will not be made or allowed for more than 10 hours in any period of twenty-four hours.
  - 25.1.5. Where an employee is in receipt of the kilometre allowance prescribed at Entitlement Code "KM" of Schedule 1, Table 3, such employee shall not be entitled to claim compensation for travelling time.
- 25.2. Meal Allowances - When an employee is required to perform official duty at a temporary work location (including staff at mixed stations working to maintain minimum staffing on an appliance ordinary staffed by Permanent Firefighters at their base station), other than attendance at incidents or regular drills, 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:
  - 25.2.1. For breakfast when required to commence travel at/or before 0600 hours, the amount set at Item 1 of Schedule 1, Table 4
  - 25.2.2. For lunch when an employee is travelling during the time they would ordinarily have lunch, or the facilities at the location they are at are lesser than that at their base station, or there is no capacity to shop and/or otherwise purchase lunch at the location, or if the journey is made with less than two hours' notice to the employee, the amount set at Item 2 of Schedule 1, Table 4.
  - 25.2.3. For an evening meal when required to work or travel until or beyond 1830 hours, an amount set at Item 3 of Schedule 1, Table 4.
  - 25.2.4. Meal Allowances shall not be paid if the employee is provided with an adequate meal.
- 25.3. Accommodation Allowances - When an employee is required to perform official duty at a temporary work location, other than attendance at incidents or regular drills, 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:

- 25.3.1. For the first 35 calendar days, the appropriate amounts set at Item 4 of Schedule 1, Table 4.
- 25.3.2. The actual necessary expenses for meals and accommodation (actuals), together with incidental expenses as appropriate, set at Item 5 of Schedule 1, Table 4. The necessary expenses do not include morning and afternoon tea.
- 25.3.3. 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 6 of Schedule 1, Table 4 provided the allowance paid to an employee temporarily located in Broken Hill shall be increased by 20%. The allowance is **subject to:**
- 25.3.3.1. 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 **shall not be payable;**
- 25.3.3.2. 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 **shall not be payable;**
- 25.3.3.3. The capital city rate shall apply to Sydney as bounded by the GSA.
- 25.3.3.4. 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.
- 25.3.3.5. 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.

25.4. 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 7 of Schedule 1, Table 4 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.

#### 25.5. Additional Provisions

- 25.5.1. Unless specifically provided for in Clause 59, Training Course Attendance Entitlements or Clause 61, Court Attendance Entitlements, the provisions of this clause shall not apply in the circumstances provided for by those clauses.
- 25.5.2. 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 1-day journey and the total time of absence will exceed 13 hours, the employee may be directed or may request that the employee reside temporarily at a place other than the employee's residence. In such cases, employees shall be entitled to the accommodation allowances or reimbursement of expenses, as appropriate.
- 25.5.3. 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.
- 25.5.4. When an employee in receipt of an accommodation allowance is granted 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. No taxi fares or other incidental expenses are payable.
- 25.5.5. Employees shall be entitled, subject to Departmental approval, to use either their private vehicle or public transport on the following basis:
- 25.5.5.1. Reimbursement is not to be paid for a journey if an official motor vehicle is used for the journey.

- 25.5.5.2. Where employees are granted approval to use their private vehicles, such employees shall receive the kilometre rate, set at Entitlement Code "KM" of Schedule 1, Table 3 for the actual distance necessarily and reasonably travelled. Employees in receipt of the rate set at Entitlement Code "KM" of Schedule 1, Table 3, shall not be entitled to the provisions of subclause 25.1, Travelling Time.
- 25.5.5.3. Employees who are required to utilise public transport shall be reimbursed the necessary costs incurred.
- 25.5.5.4. The Commissioner is to consider the convenience of the employee when an employee is required to travel to a temporary work location.
- 25.5.5.5. Unless special circumstances exist, the employee's work, the mode of transport used and the employee's travel itineraries are to be organised and approved in advance so that compensation for travel time and payment of allowances is reasonably minimised.
- 25.5.6. Where a meal allowance or an 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:
- 25.5.6.1. The Commissioner may require the production of receipts or other proof that expenditure was incurred.
- 25.5.6.2. 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.
- 25.5.6.3. 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.
- 25.6. Claims - Claims should be submitted promptly by employees (i.e., generally within 1 month from the completion of the work)
- 25.6.1. The Commissioner may approve applications for advance payments of travelling and sustenance allowances. Such applications should detail the appropriate expenditure anticipated and be in accordance with In Orders 1982/34.
- 25.6.2. In assessing claims for travelling time and payment of allowances, reference should be made to the time that might reasonably have been taken by the particular mode of transport used. Provided that where an employee can demonstrate that the use of the means of transport proposed by the Department is unreasonable in the circumstances, the employee may apply to the Commissioner for a review of the Department's decision. Where an employee does not wish to use the means of transport proposed by the Department, eg. air travel as against train or car travel, travelling time and allowances should be assessed on the basis that the most practical and economical means of transport is used.
- 25.6.3. 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.
- 25.6.4. Should an employee fail to make a claim within the time frame specified at subclause 25.6 this failure in no way negates the ability of the employees to make the claim. Delay in making a claim will not be used a reason to deny any claim by an employee under this 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:
- 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 Reimbursements, 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 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 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. Higher Duties

###### 27.1. Higher Duties as Deputy Captain

27.1.1. Any employee may act into the role of Deputy Captain in the following circumstances:

27.1.1.1 The employee must have a minimum of two years' service as a Retained Firefighter; and

27.1.1.2 The employee must be fully trained and competent to drive all primary appliances (non SEV appliances) at the station at which they are performing higher duties.

27.1.2. A merit-based selection process will not be utilised for higher duties lasting less than two months.

27.1.2.1. The Department will have regard to equity, career progression and the educational opportunities that come with higher duties, to ensure that such an opportunity is fairly rotated amongst interested and suitably qualified staff.

27.1.3. A merit-based selection process must be utilised if the higher duties will last more than two months, through the calling of expressions of interest and a suitably qualified and constituted selection panel determining the successful applicant.

27.1.4. If no staff at the Brigade meet the qualification requirements at 27.1.1, then certain requirements may be dispensed, with the agreement of the Union following consultation in accordance with Clause 10.

###### 27.2. Higher Duties as Captain

27.2.1. Any employee may act into the role of Captain in the following circumstances:

27.2.1.1. The employee must have a minimum of five years' service as a Retained Firefighter; and

27.2.1.2. The employee must be fully trained and competent to drive all primary appliances (non SEV appliances) at the station at which they are performing higher duties.

27.2.2. The Department must offer the opportunity to act up as Captain to any Deputy Captain stationed at the station.

27.2.3. A regular Firefighter may only be offered the opportunity to act up as Captain should no Deputy Captain agree to act up.

27.2.4. A merit-based selection process will not be utilised for higher duties lasting less than two months.

27.2.4.1. The Department will have regard to equity, career progression and the educational opportunities that come with higher duties, to ensure that such an opportunity is fairly rotated amongst interested and suitably qualified staff.

27.2.5. A merit-based selection process must be utilised if the higher duties will last more than two months, through the calling of expressions of interest and a suitably qualified and constituted selection panel determining the successful applicant.

27.2.6. If no staff at the Brigade meet the qualification requirements at 27.2.1, then certain requirements may be dispensed with the agreement of the Union following Clause 10, Consultation

27.3. An employee performing Higher Duties shall be paid for the period of relief, the difference between the employee's usual hourly rates of pay and the hourly rates of pay for the classification in which the Higher Duties are performed. Provided that:

27.3.1. The difference between the employee's Retainer payment and the Retainer payment for the classification in which the Higher Duties are performed shall not be paid unless the Higher Duties are performed for a continuous period of seven days or more.

27.3.2. Any employee who proceeds onto leave while in a period of acting up will be paid the pay rate for the position they are acting into, for the duration of the planned acting up period.

27.3.2.1. If the Department requires the person acting up who has proceeded onto leave to vacate the position due to operational needs, then the higher duties can be revoked and the provisions in clause 27.1 and 27.2 can restart. The employee who is acting up and who proceeds onto leave will continue to receive the higher pay rate until the original planned period of higher duties concludes.

27.4. Attendance at an Incident

27.4.1. Any Higher Duties entitlement in terms of this clause, which was actually being paid, or which should have been paid, during a period immediately prior to an incident, shall not be diminished as a consequence of the incident.

27.4.2. Except as provided for in 27.4.1, the only other circumstances under which a Higher Duties payment is to be made during an incident is in a case where neither the Captain nor the Deputy Captain of that Brigade attends the incident. In such cases, only 1 employee shall be entitled to a Higher Duties payment at the Captain hourly rate of pay and that employee shall be the employee who was in charge of the Brigade for the majority of the time. To avoid doubt, in the case of attendance by multiple Retained Brigades, a Higher Duties payment shall be made to the relevant employee from each Brigade whose Captain and Deputy Captains(s) do not attend the incident.

27.4.2.1. For the avoidance of doubt, the payment at 27.4.2 shall be paid if a Captain or Deputy Captain "attends at station" as opposed to attending the incident.

27.4.2.2. Where a Captain or Deputy Captain elects to drive the appliance or otherwise affords another staff member the opportunity to be the Officer-In-Charge for an incident, then the employee who was the Officer-In-Charge is entitled to the payment at 27.4.2.

27.4.3. For the purposes of 27.4.2, the term "Captain" and "Deputy Captain" shall also mean "Acting Captain" and "Acting Deputy Captain" in cases where an employee was, during the period immediately prior to the incident, the Acting Captain or Acting Deputy Captain in the terms of this clause.

## 28. Relief Duties and Overtime

28.1. Relief Duties

28.1.1. Where an employee is required to maintain minimum staffing due to the non-availability of retained or permanent firefighting staff at another station, or permanent firefighting staff at the employee's own station, such employee shall be paid the amount prescribed at Entitlement Code "RD3" of Schedule 1, Table 2 for the first three hours, or part thereof, and at the rate prescribed at Entitlement Code "RDH" of Schedule 1, Table 2 for any period thereafter which elapses from the time the employee is required to begin work at the relief station, until the time such employee completes work at the relief station.

28.1.1.1. Employees who perform relief duties in accordance with this subclause shall not attract additional payment under this Clause for attendance at incidents or performing authorised duties or drills during the period of the relief.

28.1.1.2. Employees who relieve at a station other than their own shall be paid the appropriate rate per hour prescribed for the employee's classification for the duration of the forward and return



journeys between the employee's station and the location of the relief. All such time shall be paid to the minute.

28.1.1.3. Where it is necessary for an employee to use the employee's private vehicle to perform relief duties, such employee shall be paid the rate per kilometre prescribed at Entitlement Code "KM" of Schedule 1, Table 3 for the forward and return journeys between their residence and their station, and the forward and return journeys between their station and the location of the relief.

28.1.1.4. For the avoidance of doubt, for relief duties, both payments at 28.1.2 and 28.1.3 are payable simultaneously.

## 28.2. Overtime

28.2.1. Where an employee works in excess of 10 consecutive hours, such employee shall be paid at overtime rates for the hours worked in excess of 10. Provided that the provisions of this subclause shall not apply to employees receiving payment under either Clause 30, Attendance at Major Emergencies, Clause 28, Relief Duties, or Clause 19.16, Attendance at the Royal Easter Show.

28.2.2. Overtime shall be paid for at the rate of time and one half for the first 2 hours and at the rate of double time thereafter, for the rate(s) prescribed for the employee's classification, provided that all overtime shall be paid to the half hour in accordance with Clause 19.12.1.

28.2.3. Employees who work on Easter Sunday or on any additional public holiday that is Gazetted or otherwise confirmed by the NSW Government shall be paid at overtime rates for all hours worked on each such day. For the purposes of this subclause, additional public holidays shall not include local public holidays.

28.2.3.1. For the avoidance of doubt, the Easter Sunday and additional public holiday overtime provisions apply to any and all work performed under Clause 28.1, Relief Duties.

## 29. Attendance and Availability Requirements

29.1. The following attendance guidelines shall apply to employees covered by this Award:

### 29.1.1. Attendance at Incidents

29.1.1.1. Employees are required to attend a minimum of 33% of all calls received by the employee's brigade in any six month period.

29.1.1.1.1. Employees working at a station which has in excess of 1,000 calls in a given calendar year will have their attendance percentage set to 20%.

29.1.1.2. Employees are also required to attend a minimum of 80% of all calls received by the employee's brigade during periods of compulsory availability in any four-week period.

### 29.1.2. Attendance at Drills

29.1.2.1. Employees are required to attend a minimum of 75% of all regular drills conducted at their brigade in any six month period, provided that make-up drills as outlined in 29.1.3 will count for the attendance requirement for any regular drill which is missed by an employee, even if the make-up drill is conducted outside of the reporting period for the attendance monitoring.

### 29.1.3. Make-up drills

29.1.3.1. A make-up drill is a drill conducted by an employee who has been unable to attend the regular station drill for any reason, including primary employment working arrangements.

29.1.3.2. A make-up drill must be prearranged with a Retained Officer attached to that station, who must not unreasonably refuse any request for a make-up drill to be conducted.

29.1.3.3. Make-up drills must not be used to regularly avoid normal station drills, however it is recognised that some shift workers or those with child caring responsibilities may have



responsibilities that conflict with regular station drill times, and those employees should be given special consideration to participate in regular make-up drills.

29.1.3.4. Make-up drills must be constructive and reflect the learning content of the regular drill that it is replacing.

29.1.3.5. If a special drill is conducted (for example, a Duty Commander or Senior Instructor drill), then employees will be entitled to attend such a special drill at an adjoining station if they are unable to attend the special drill at their own station.

29.2. Any calls received or drills conducted during a period of approved leave or authorised absence will not be included as part of any relevant minimum levels as outlined in Clause 29.1. In effect, attendance percentages will be paused completely during any period of approved leave or authorised absence.

29.2.1. For the avoidance of any doubt, in any monitoring period, time on leave will be excluded from attendance calculations, regardless of how much time is taken on leave. If an employee is on leave for an entire monitoring period, then they will be exempt from that monitoring period.

29.3. In cases where an employee's attendance falls below the requirements prescribed by Clause 29.1, the employee's Area Commander shall notify the employee in writing of such deficiency and inform the employee that his/her attendance will be monitored over the next 3 months. If the employee's attendance does not meet the required levels pursuant to Clause 29.1 for that 3-month period, then disciplinary action may be initiated.

29.3.1. The Department must notify the Union of any disciplinary process which begins as a result of Clause 29.3.

29.4. Employees who have been notified in terms of subclause 29.3 may make application to the Commissioner for special consideration.

29.5. The attendance requirements referred to in subclause 29.1 may be altered by agreement between the Department and the Union.

29.6. Compulsory Availability

29.6.1. Employees are required to declare a minimum number of hours during which they will be available to respond over the course of the coming week, and the days and times upon which this declared availability will apply.

29.6.2. The minimum number of hours required of each employee shall be known as compulsory availability and shall be determined by their current retainer as provided at Clause 19, Rates of Pay.

29.6.3. If hours of availability in any given week is more than 24 hours, or the required number of hours as otherwise required by agreement for a higher retainer, the days and times of periods of availability shall be determined by the Firefighter at their discretion.

29.6.4. If the period of availability of any Firefighter is only the compulsory availability hours in any given week, the Captain and Duty Commander may allocate the days and times as required by the Department, provided that an employee on the Standard Retainer cannot be assigned to a Weekday Retainer period without their consent.

29.6.4.1. Any Firefighter who has their days and times allocated by the Captain and Duty Commander may apply to have those hours varied, either in whole or in part, by written application to the Duty Commander, but must maintain the allocated hours until otherwise advised by the Duty Commander.

29.6.5. All Firefighters must declare their availability for the coming week, which starts at 0000 each Monday, prior to 1800 hours on each Saturday.

29.6.6. A Firefighter on a Standard Retainer may change their availabilities without notice at any point throughout the week, so long as they do not fall to their compulsory availability hours, and so long as the whole Station Management Team is informed about the change immediately.

## 30. Attendance at Major Emergencies

30.1. The provisions of this clause shall apply to those employees who attend a Major Emergency which has, following specification as such by the Commissioner, been deemed to attract such entitlements.

### 30.2. Travel Entitlements

30.2.1. Employees who are required to collect their firefighting uniform from the station shall be paid in accordance with Clause 24.1.1.

30.2.2. Employees who are required to use their private vehicle to attend the incident or a “pick up point” that is not at their station, shall be paid at the rate prescribed at Entitlement Code “KM” of Schedule 1, Table 3, for the return distance from the station to the incident or pick up point.

30.2.3. Employees who are provided with transport for any part of the forward and return journeys between their residence and the incident shall be entitled to be paid travelling time at the appropriate rate of pay for the employee’s classification for the time spent travelling, provided that:

30.2.3.1. Travelling Time shall not be paid for any part of a journey where the employee received payment under subclauses 30.2.1 or 30.2.2 of this Award; and

30.2.3.2. Travelling Time for the forward journey shall be calculated as being the total time between departure from the station or pick up point to arrival at the incident; and

30.2.3.3. Travelling Time for the return journey shall be calculated as being the total time between departure from the incident to arrival at the pick-up point or station.

### 30.3. Accommodation Entitlements

30.3.1. Employees who reside further than 50 kilometres from the scene of the major emergency shall be entitled to be provided with appropriate accommodation where their attendance at the emergency extends beyond a single day or in such cases where it would be unreasonable to travel at the conclusion of duty.

30.3.2. Notwithstanding the provisions of subclause 30.3.1, the Commissioner may grant approval to provide appropriate accommodation to employees who reside within 50 kilometres of the scene of a major emergency.

30.3.3. Employees who are provided with accommodation shall be entitled to claim the incidental allowance prescribed at Item 5 of Schedule 1, Table 2, for each day of attendance.

30.3.4. Employees who have an entitlement to accommodation but are not provided with appropriate accommodation shall be entitled to claim an accommodation allowance in accordance with subclause 25.3.

### 30.4. Meals

30.4.1. Employees shall be provided with substantial meals for breakfast, lunch and dinner throughout the period of attendance at a major emergency.

30.4.2. Where meals are not provided to employees in accordance with subclause 30.4.1, an allowance set at Entitlement Code “MA” of Schedule 1, Table 2 shall be paid.

30.4.3. Where employees are required to work between the meals provided for in subclause 30.4.1, such employees shall be entitled to the refreshments and meals prescribed by Clause 23, Meals and Refreshments.

### 30.5. Payment for time spent in Attendance

30.5.1. Where an employee’s period of attendance at a major emergency is less than 48 hours, such employee shall be paid at the appropriate rate of pay for the employee’s classification for the entire period of attendance.

30.5.2. Where an employee’s period of attendance at a major emergency is greater than 48 hours, such employee shall be paid at the appropriate rate of pay for the employee’s classification for the following periods:

- 30.5.2.1. on the day of departure from the employees' residence, the period from the time of departure to 2400 Hrs; and
- 30.5.2.2. on the day of arrival at the employees' residence following attendance at the major emergency, the period from 0000 Hrs to the time of arrival; and
- 30.5.2.3. for the period between the day of departure to and the day of return from attendance at a major emergency, all time less any periods of down time, provided that employees will receive payment of a minimum of 16 hours per day.
- 30.5.3. For the purposes of this subclause the "period of attendance at a major emergency" shall mean the entire period from the time of departure from the employee's residence until the time of return to the employee's residence following attendance at the emergency.
- 30.5.4. For the purposes of this subclause "periods of down time" shall mean periods of not less than 8 consecutive hours where employees are neither performing operational duties nor on stand by to perform such duties.

30.6. All employees who are invited and elect to respond to an intrastate, interstate or international emergency as part of a deployment, will, along with the Union, be made aware of the arrangements for that deployment including the following:

30.6.1. the location of the deployment.

30.6.2. the time frame of the deployment.

30.6.3. the expected amenities, meals, and accommodation available throughout the deployment.

### 31. Rest and Recline

- 31.1. 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.
- 31.2. 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.
- 31.3. Employees are responsible for providing their own blankets, pillows, etc. as well as for the cleanliness of these items.

### 32. Transfers

- 32.1. Subject to satisfactory attendance and service and the employee meeting Departmental residential guidelines, an employee may apply for a transfer from one Retained Brigade to another Retained Brigade.
- 32.2. In the event that the station to which the transfer is sought does not have a vacancy, the Department will appoint such employee as a supernumerary, up to a maximum of two supernumerary transferred employees. Where an employee is not appointed as a supernumerary due to the limit being reached, such employee shall be placed on an eligibility list for appointment at the station when a vacancy arises
- 32.2.1. Where an employee is placed on an eligibility list and has moved away from their base station's response area, they will be entitled to utilise their accrued leave while they wait for a position to become vacant. Once accrued leave is fully used, the employee will be placed on Leave Without Pay in the terms of Clause 54, Leave Without Pay, and their service and other conditions will be maintained in line with that clause.
- 32.2.2. Placement on an eligibility list will be for a maximum period of 2 years.
- 32.3. In all transfer circumstances, the employee's service shall be regarded as continuous.
- 32.4. Any employee transferred from one Retained Brigade to another Retained Brigade shall not be entitled to compensation or reimbursement of expenses in relation to that transfer.
- 32.5. Employees holding the rank of Captain or Deputy Captain must relinquish that rank before they transfer, whereupon they will be placed in the new brigade in accordance with subclause 32.6.

32.6. When an employee is transferred to a new brigade, the employee's seniority in the new brigade will be determined as if that employee had always been with the new brigade, that is, by length of continuous service with the Department.

32.7. The Department will not unreasonably refuse a transfer request, and for any transfer request that is intended to be rejected, such an intention must be reported to the Union for consideration in line with Clause 10, Consultation.

### **33. Security, Safety of Work and Classifications**

33.1. Appointment of contractors

33.1.1. 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.

33.1.2. 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.

33.2. 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.

33.3. 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.

33.4. The parties agree that the appropriate areas for the use of any contractors are:

(a) catering;

(b) cleaning up of staging areas; and

(c) any other areas as agreed between the Department and the FBEU.

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

34.1. Safe Staffing

34.1.1. 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 Schedule 3, Table 1- as applicable from time to time will be maintained as a minimum for all Station Based Positions.

34.1.2. 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.

34.1.3. 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.

#### 34.2. Further Additional Staffing

34.2.1. During the life of this Award where current safe staffing ratios, locations and levels are increased it has been agreed between the parties that the deployment of any additional firefighters positions will be by agreement and will form part of the minimum safe staffing levels contained at Schedule 3. Any new/additional appliances will be done by agreement between the parties in accordance with Clause 10, Consultation.

#### 34.3. Safe Systems of Work

34.3.1. The Department will meet its duty of care by ensuring seven FRNSW firefighters respond to fireground incidents before commencement of safe firefighting operations.

34.3.2. There will be no cross crewing of any appliance unless otherwise agreed by the parties.

34.3.3. The Department will not make any employee redundant, either by targeted or voluntary redundancy, unless otherwise agreed between the parties.

### **A5 – LEAVE ENTITLEMENTS**

#### **35. Leave Generally**

##### 35.1. Payment for all leave types under this Award

35.1.1. Payment for all leave types under this Award shall be calculated at the 1st hour rate of pay for which the employee is normally entitled to in Schedule 1 Table 1, with that amount to be paid per hour of annual leave taken.

##### 35.2. Accrual of Leave

35.2.1. Each day of accrued leave shall be at the rate of 7 hours for such a day.  
For example, if a clause refers to 4 weeks of a leave type being accrued per year, then 196 hours will accrue for that year – calculated at 7 hours times 28 days.

##### 35.3. Number of hours taken per day on leave

35.3.1. For each 24-hour period taken as leave under this Award, 7 hours will be deducted from the relevant leave balance and will be paid as per 35.1.1.

#### **36. Annual Leave**

36.1. On each anniversary of an employee's appointment to the Brigade, an employee shall be entitled to annual leave. Such annual leave shall accrue at the rate of 4 weeks for each completed year of service and shall be taken in multiple periods of not less than 3 consecutive days, or in single-day periods, so long as the single-day periods do not exceed 10 days in any calendar year.

36.2. An employee with less than 12 months service may, subject to approval by the Department and the requirements of subclause 36.1, take in advance leave which has accrued.

36.3. Wherever possible, annual leave shall be taken within 6 months of the date on which the leave becomes due.

36.4. As far as possible, annual leave shall be granted to coincide with the employee's leave period from the employee's primary form of employment.

- 36.5. An employee who is directed to return to duty in the case of an emergency whilst on annual leave, shall have any day or part thereof recredited.
- 36.6. An employee shall be paid in advance for a period of approved annual leave, providing such employee has given a minimum of 6 weeks written notice of the date on which the leave is to commence.

### **37. Compassionate Leave**

- 37.1. An employee shall be entitled to up to two days compassionate leave without deduction of pay, on each occasion of the death of a person as prescribed in Clause 37.3 of this clause.
- 37.2. The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- 37.3. Compassionate leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Carer's Leave as set out in subparagraph 43.1.3 of Clause 43, Carer's Leave, provided that, for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
- 37.4. 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.
- 37.5. Compassionate leave may be taken in conjunction with other leave available under 43.2 and 43.3, Carer's Leave.. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the Department.

### **38. Long Service Leave**

- 38.1. Subject also to the provisions of Clause 38.7, an employee shall be entitled to long service leave calculated on the following basis:
- 38.1.1. For all continuous service prior to 1 April 1963, and provided that such previous service is also continuous with the employee's current service, at the rate of three months, for twenty years of service.
- 38.1.2. For all continuous service on and subsequent to 1 April 1963, in the case of an employee who has completed ten years service, two months long service leave and for each five years completed service thereafter, a further 1 month long service leave.
- 38.2. On termination of services, in respect of the number of years' service with the Department since the employee last became entitled to an amount of long service leave, a proportionate amount on the basis of two months for ten years' service.
- 38.3. In the case of an employee who has completed at least seven years' service and whose services are terminated or cease for any reason, such employee shall be paid a proportionate amount calculated at the rate of two months for ten years' service.
- 38.4. In the case of an employee who has completed at least five years but less than seven years' service and whose services are terminated by the Department for any reason, other than 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, such employee (or in the event of the death of the employee, the employee's estate) shall be paid a proportionate amount calculated at the rate of two months for ten years' service.
- 38.5. Long service leave shall be granted subject to the convenience of the Department, as and when such leave becomes due (i.e., after seven (7) years) or any time thereafter. Provided that an employee shall give at least twenty (20) days' notice in writing of the intention to take such leave.
- 38.6. An employee who is directed to return to duty in the case of an emergency while on long service leave shall have any day or part thereof recredited.
- 38.7. Notwithstanding anything elsewhere provided by this clause, effective on and from the date of operation of this Award:

38.7.1. 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.

38.7.2. Employees may apply to take a period of Long Service leave at double pay provided that:

38.7.2.1. The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work.

38.7.2.2. 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.

38.7.2.3. 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.

38.7.2.4. Superannuation contributions will only be made on the basis of the actual absence from work, i.e., at the single time rate.

38.7.2.5. Where an employee elects to take Long Service leave at double pay, the minimum period of actual absence should be not less than 1 week.

38.7.3. 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.

38.7.3.1. 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 employee's leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.

### **39. Parental Leave**

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

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

39.1.2. "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, although not legally married to the Employee.

39.1.3. "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.

39.2. Entitlement to Parental Leave

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

39.2.1.1. 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:

39.2.1.1.1. 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

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

39.2.1.2. 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 39.7. For birth-related leave, parental leave may commence up to 1 week prior to the time of birth.

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

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

### 39.3. Bonus Paid Parental Leave

39.3.1. 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.

39.3.2. 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.

39.3.3. The two weeks bonus parental leave is in addition to the 14 weeks paid parental leave outlined in 39.2.1.1.

### 39.4. Notice requirements

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

39.4.1.1. The period of leave being sought, including the anticipated date of return to duty, and

39.4.1.2. That the employee will have responsibility for the care of their child for the period during which they are seeking the paid parental leave.

39.4.2. 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.

39.4.3. 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.

### 39.5. Evidence requirements

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

39.5.1.1. For birth-related leave – a medical certificate or birth certificate showing the expected birth date of the child; or

39.5.1.2. For adoption-related leave – An integrated birth certificate, or certificate of adoption; or

39.5.1.3. 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

39.5.1.4. For permanent out-of-home-care related leave – provision of a guardianship or permanent placement order for a child or young person.

39.5.2. 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:

39.5.2.1. 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



- 39.5.2.2. 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.

#### 39.6. Concurrency of Paid Parental Leave

- 39.6.1. 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.
- 39.6.2. Employees where both parents are employed by the Department may take up to 4 weeks paid parental leave concurrently with their partner.

#### 39.7. Flexibility for taking Paid Parental Leave

- 39.7.1. 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.

- 39.7.2. An employee may request:

- 39.7.2.1. To use their paid parental leave entitlement in a manner other than a single continuous period; or

- 39.7.2.2. To take more than 4 weeks of paid parental leave concurrently.

- 39.7.3. 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.

- 39.7.3.1. Any refusal to consider the flexibility clauses in 39.7 may be appealed through the same terms as appear in the Dispute Resolution Procedures at Clause 10, 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.

- 39.7.4. 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.

#### 39.8. Additional Provisions for Altruistic Surrogacy and Permanent Out-of-Home Care Arrangements

- 39.8.1. 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).

- 39.8.2. 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.

- 39.8.3. 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.

#### 39.9. Cancellation of leave

- 39.9.1. 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.

- 39.9.2. Parental leave may be cancelled after starting the leave in the event of a miscarriage, at which point Clause 40, Other Parental Leave, will take over, or if the child dies, or if adopted placement does not proceed or continue.
- 39.9.3. A parent may break the period of leave and return to work by agreement between the Commissioner and the employee on the following conditions:
- 39.9.3.1. 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.
- 39.9.3.2. 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.
- 39.10. Additional provisions
- 39.10.1. All parents who do not have the necessary service as outlined in 39.2.1.1 shall be entitled to unpaid leave for the period of time as outlined in that clause.
- 39.10.2. In addition to the Parental Leave outlined in 39.2, 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.
- 39.10.3. in addition to the Parental Leave outlined in 39.2, 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.
- 39.10.4. The unpaid leave arrangements in 39.10.2 and 39.10.3 may be substituted for any combination of accrued annual, long service, or consolidated leave up to the time periods outlined.
- 39.10.5. Any period of parental leave will count as full service for all purposes, including for continuity of service, promotion, and accrual of leave.
- 39.10.6. 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 39.10.
- 39.10.7. The maximum periods of leave can be extended at any time with agreement between the employee and the Commissioner.
- 39.10.8. 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.
- 39.10.9. 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 39.
- 39.10.10. 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.
- 39.10.11. 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.
- 39.11. Replacement employees
- 39.11.1. 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.

39.11.2. 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.

39.11.3. 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 39.12.

#### 39.12. Transfer to a safe job

39.12.1. 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*.

39.12.2. The Commissioner is required to temporarily adjust the employee's working conditions or hours of work to avoid exposure to risk as follows:

39.12.2.1. 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.

39.12.2.2. Upon withdrawal from operational firefighting duties alternate work of a suitable nature is to be provided.

39.12.2.3. 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.

39.12.2.4. 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.

39.12.2.5. 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.

39.12.2.5.1. 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.

39.12.3. Employees will be provided with a maternity uniform for use when appropriate.

39.12.4. 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.

39.12.5. 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.

39.12.6. Duties other than firefighting may be undertaken after six weeks following the birth of the child, if supported by a medical certificate.

#### 39.13. Transitional Arrangements

39.13.1. The provisions of Clause 39 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.

### **40. Other Parental Leave**

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

40.1.1. Other Parental Leave includes the provisions available to employees in the event of a miscarriage, pre-term birth, or when undergoing fertility treatment.

- 40.1.2. "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,
- 40.1.3. "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.
- 40.1.4. "Pre-Term Birth" means the birth of a live child prior to 37 weeks gestation.
- 40.1.5. "Full-Term Birth" means the birth of a live child at 37 weeks onwards.
- 40.1.6. "Fertility Treatment" means the following assisted reproductive treatments: Intrauterine insemination (IUI), In vitro fertilization (IVF) and Intracytoplasmic sperm injection (ICSI).
- 40.1.7. "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.

#### 40.2. Entitlement to Leave for Other Parental Leave occurrences

##### 40.2.1. Leave in the event of a miscarriage

- 40.2.1.1. 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.
- 40.2.1.2. 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.
- 40.2.1.3. When accessing paid special miscarriage leave, the employee must provide notice as soon as reasonably practicable stating:
- 40.2.1.3.1. The period of leave being sought, and
  - 40.2.1.3.2. The anticipated date of return to duty.
- 40.2.1.4. To access paid special miscarriage leave, the Department needs to be satisfied that a miscarriage has occurred and may require evidence such as:
- 40.2.1.4.1. A medical certificate; or
  - 40.2.1.4.2. Early loss certificate issued by NSW Registry of Births, Deaths & Marriages or equivalent State agency

##### 40.2.2. Leave in the event of a pre-term birth

- 40.2.2.1. 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.
- 40.2.2.2. 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 40.
- 40.2.2.3. 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.
- 40.2.2.4. 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.
- 40.2.2.5. 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 14 will commence.

40.2.2.6. 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:

40.2.2.6.1. The period of paid special pre-term parental leave being sought up to the end of 36 weeks, and

40.2.2.6.2. 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.

40.2.2.7. 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:

40.2.2.7.1. A medical certificate showing the expected due date; and

40.2.2.7.2. A statutory declaration or medical certificate confirming caring responsibility; and

40.2.2.7.3. A medical certificate showing the actual date of birth of the child; or

40.2.2.7.4. Birth certificate showing the date of birth of the child.

#### 40.2.3. Leave for employees undergoing fertility treatment

40.2.3.1. 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.

40.2.3.2. 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.

40.2.3.3. To access paid special fertility treatment leave, the employee may be required to provide a medical certificate confirming the fertility treatment.

#### 40.3. Additional Provisions

40.3.1. Any period of parental leave will count as full service for all purposes, including for continuity of service, promotion, and accrual of leave.

40.3.2. 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 clause 14a.

#### 40.4. Transitional Arrangements

40.4.1. The provisions of Clause 14a 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.

### **41. Lactation Policy**

41.1. Within three months of the making of this Award, the Parties will negotiate and agree to a Lactation and Work Policy to support employees who seek to breastfeed and/or express milk while at work. If there is a failure to agree on a policy within the time period, either party may apply to the Commission to determine the wording of the policy and both parties undertake to agree to a policy being implemented as determined by the Commission.

### **42. Sick Leave**

42.1. In every case of illness or incapacity sustained by an employee whilst off duty, the following conditions shall apply.

42.2. 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.

- 42.3. Subject to the provisions of Clause 42.7, such employee shall forward to the Department's Health and Safety Branch by Electronic Self Service (ESS), a medical certificate stating the nature of the illness or incapacity and, 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.
- 42.4. Every employee who is absent from duty for a period of more than 28 days will have their case reviewed by the Department's medical officer, or a medical officer nominated by the Department, and must be certified by such medical officer as fit for duty prior to being permitted to resume duty. An employee who is required to attend the Department's medical officer or nominated medical officer shall be reimbursed any out-of-pocket expenses reasonably and necessarily incurred. The Department shall meet the cost of any such consultation.
- 42.5. The granting of Sick Leave, the duration thereof and the pay, if any, for the same shall be on the following basis:
- 42.5.1. One week paid sick leave for each year of service, cumulative, less any paid Sick Leave taken, to a maximum of 30 weeks.
- 42.5.2. Sick Leave beyond that provided for in subclause 42.5.1 shall be Sick Leave without pay.
- 42.6. Where payment has been made for sick leave, under this clause, to an employee whose sick leave entitlement has already been exhausted, or whose right to sick leave is not established, the Department may deduct the amount overpaid from any future payments made to the employee concerned in accordance with the provisions of Clause 22.8.
- 42.7. Employees are entitled to take unsupported sick leave absences, where no medical certificate is required, subject to the following provisions:
- 42.7.1. Such absences may not exceed 5 separate days in any calendar year; and
- 42.7.2. Such absences may not be taken on consecutive days; and
- 42.7.3. Such absences may not be taken on public holidays; and
- 42.7.4. Such absences may not be taken in relation to any matter that may be covered by workers' compensation.

### **43. Carer's Leave**

#### **43.1. Use of Sick Leave**

- 43.1.1. An employee with responsibilities in relation to a class of person set out in subclause 43.1.3.2, 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 42, 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.
- 43.1.2. 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.
- 43.1.3. The entitlement to use Sick Leave in accordance with this clause is subject to:
- 43.1.3.1. The employee being responsible for the care of the person concerned.
- 43.1.3.2. The person concerned being:
- 43.1.3.2.1. A spouse of the employee.

43.1.3.2.2. 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.

43.1.3.2.3. 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.

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

43.1.3.2.4.1. "Relative" means a person related by blood, marriage or affinity.

43.1.3.2.4.2. "Affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other.

43.1.3.2.4.3. "Household" means a family group living in the same domestic dwelling.

43.1.4. 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.

#### 43.2. Unpaid Leave for Family Purpose

43.2.1. 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 43.1.3.2, who is ill.

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

44.1. The definition of domestic violence is found in Clause 7, Definitions of this Award.

44.2. 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:

44.2.1. seeking safe accommodation;

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

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

44.2.4. organising alternative care or education arrangements for their children; or

44.2.5. other related purposes approved by the employer.

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

44.4. 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:

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

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

44.4.3. a medical certificate.

- 44.5. 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.
- 44.6. Personal information concerning domestic and family violence will be kept confidential by the Department
- 44.7. 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.

#### 45. Special Leave for Union Activities

##### 45.1. Attendance at Union Training, Conferences/Meetings

45.1.1. 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:

45.1.1.1. Union training sessions/courses; and

45.1.1.2. conferences of the Union; and

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

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

45.1.1.5. annual conference of Unions NSW; and

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

45.1.1.7. meetings of the Death and Disability Board of directors.

45.1.1.8. May day marches and other events.

45.1.1.9. Regional Trades Hall conferences and meetings.

45.1.2. 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:

45.1.2.1. establishing accreditation as a delegate with the Union or other position as outlined in Clause 45.1.1; and

45.1.2.2. providing sufficient notice of absence to the Department; and

45.1.2.3. lodging a formal application for special leave.

45.1.3. Such leave is also subject to the Union:

45.1.3.1. 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

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

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

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

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

45.1.4.2. grant special leave (with pay); and



45.1.4.3. ensure that the duties of the absent employee are performed in his/her absence, if appropriate.

#### 45.1.5. Period of Notice

45.1.5.1. 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.

45.1.5.2. 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.

#### 45.1.6. Travel Time

45.1.6.1. 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.

45.1.6.2. 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.

#### 45.1.7. Payment

45.1.7.1. 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.

45.1.8. Special leave in terms of this clause shall count as service for all purposes.

#### 45.2. Union officers and staff

45.2.1. Employees who are selected, by election or appointment, to hold a position of full-time employment with the Union or an honorary office on the Union's State Committee of Management, will be excluded from all attendance monitoring requirements set out in Clause 29, Attendance and Availability Requirements, of this Award for the period of their selection, election or appointment.

### 46. Military Leave

46.1. Military leave may be granted to employees who are volunteer part-time members of the Defence Forces Reserves.

46.2. Such leave shall be available in accordance with the following provisions on a twelve-month-to-twelve-month basis, commencing on 1 July each year:

46.2.1. For members of the Navy Reserve - thirteen calendar days for the purpose of annual training and thirteen calendar days for the purposes of attending a school, class or course of instruction, including in a teaching capacity.

46.2.2. For members of the Army Reserve - fourteen calendar days for the purpose of annual training and fourteen calendar days for the purposes of attending a school, class or course of instruction, including in a teaching capacity.

46.2.3. For members of the Air Force Reserve - sixteen calendar days for the purpose of annual training and sixteen calendar days for the purposes of attending a school, class or course of instruction, including in a teaching capacity.

46.3. Where a Commanding Officer certifies in writing that it is obligatory for a member of the Reserves to attend training for a period that exceeds the leave granted under Clause 46.2, the Commissioner may grant further Military Leave up to 4 calendar days in any one Military Leave year.

46.4. Periods of approved Military Leave shall be regarded as Special Leave Without Pay.

### 47. Councillor Leave

47.1. 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:

47.1.1. 19 hours paid leave in the first 12 months of service as a Councillor or in any period of 12 months; or

47.1.2. 38 hours in any period of 2 years as a Councillor; or

47.1.3. 7.6 hours for each completed year of service as a Councillor less the total of Councillor's leave taken during service;

47.1.4. whichever is greater.

47.2. If any further absence from duty is required, the employee may use existing provisions available for leave without pay.

#### **48. Therapeutic Medical Donation Leave**

48.1. Blood Donation Leave

48.1.1. 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.

48.1.2. Where an employee makes such arrangements to attend a recognised clinic they will require the approval of their manager to attend and such attendance should be timed to minimise any interruption to the operations of the Department.

48.2. Bone Marrow Donation Leave

48.2.1. 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.

48.2.2. 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.

#### **49. Union Leave**

49.1. An employee of the Department 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 the Department at the rank held at the date of commencement of leave of absence.

49.2. 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.

49.3. During any period of leave of absence, the Department shall pay all superannuation contributions and the Union shall reimburse the Department in respect of all such payments.

49.4. Upon commencement of leave of absence, the Department 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.

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

49.6. Sick leave due to an employee by the Department 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.

#### **50. Jury Duty Leave**

50.1. 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.

50.2. 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.

50.3. Entitlements for staff attending jury duty

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

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

50.3.1.2. 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.

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

#### **51. Pressing Necessity Leave**

51.1. An employee may be granted a leave of absence for four days on full pay 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.

#### **52. Cultural and Ceremonial Leave**

52.1. 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.

52.2. Where attendance requires time away from work, Employees may apply for any accrued leave to which they may be entitled.

#### **53. Anzac Day Leave**

53.1. 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.

#### **54. Leave Without Pay**

54.1. All employees will be entitled to take leave without pay.

54.2. Leave without pay will be granted only when an employee's Annual Leave balances have been exhausted.

54.3. Leave without pay may be for a period of a maximum of 2 years. This limit is inclusive of any paid leave taken and is a total period of time.

54.4. An employee returning from Leave Without Pay must wait a period of 6 months prior to being able to access any further period of Leave Without Pay.

54.5. Leave Without Pay may only be utilised for a maximum of 2 years per 6-year period.

54.6. Leave without pay cannot be unreasonably refused, and if there is an intention from the Department to refuse it, this must be notified to the Union to be managed through Clause 10, Consultation.

## **A6 – CLASSIFICATIONS, CAREER PATHS AND PROMOTIONS**

### **55. Classifications**

55.1. 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):

**55.1.1. Recruit Firefighter**

**55.1.2. Firefighter**

PUAFIR210 Prevent Injury, PUAOPE013 Operate Communication Systems and Equipment, PUAFIR207 Operate Breathing Apparatus Open Circuit, PUATEA001 Work in a Team, MSMWHS217 Gas Test Atmospheres, HLTAID001 Provide Fire Aid, HLTAID015 Provide Advanced Resuscitation and Oxygen Therapy, FREPR1A13A Retained Recruit Hazmat and PPE, FREPR1A12A Structural Firefighting 1, FREPR1A14A Structural Firefighting 2, FREPR1A10A Extinguishes, FRETCL14A Forcible Door Entry, FRETBL02A Patient Pathways.

**55.1.3. CFR Firefighter**

Additional CFR training and competencies.

**55.1.4. Deputy Captain**

Diploma of Leadership

**55.1.5. CFR Deputy Captain**

Diploma of Leadership and Additional CFR training and competencies.

**55.1.6. Captain**

Graduate Diploma of Applied Management

**55.1.7. CFR Captain**

Graduate Diploma of Applied Management and Additional CFR training and competencies.

55.2. Progression and promotion through the ranks will be in accordance with Clause 56, Progression and Promotion. Where an employee is eligible for promotion the Department will, in accordance with the provisions of this Award, ensure employees are provided the opportunity to attain the necessary qualifications for that rank.

**55.3. Engine Keepers**

55.3.1. The position of Engine Keeper will exist alongside a Retained Firefighter's ordinary rank.

55.3.1.1. A Retained Officer may also hold the position of Engine Keeper.

55.3.2. The position of Engine Keeper does not entitle a Retained Firefighter to any increase in pay rate or any allowances.

55.3.3. The default position is that a station will appoint an Engine Keeper. Stations may opt-out of appointing an Engine Keeper but can opt back in at any point in time. This decision can only be made by the brigade's Captain, who must consult with the crew and management. There must be a compelling reason for a Captain to opt-out of the Engine Keeper system.

55.3.4. Where an Engine Keeper is not appointed, the duties ordinarily assigned to an Engine Keeper are to be assigned by the Station Management Team to relevant staff on a fair, equitable basis amongst all staff who are interested in performing these duties.

55.3.5. Where an Engine Keeper is appointed, they are to undertake the Engine Keeper duties as provided for in Clause 19.15.4.2.

55.3.6. Where there are two or more appliances where Engine Keeper duties are undertaken, one additional Engine Keepers may be appointed to a maximum of two per station.

55.3.7. All Engine Keeper appointments will follow a merit selection process, involving written

applications and interviews.

## **56. Progression and Promotion**

### 56.1. Probation

56.1.1. Probation will be a 6-month period in line with the requirements of the Government Sector Employment Act.

### 56.2. Recruit Firefighter to Firefighter

56.2.1. Progression from Recruit Firefighter to Firefighter will be subject to the satisfactory completion of the probation period as outlined in Clause 56.1, as well as the successful completion of the competencies and qualifications set out in subclause 55.1.2.

56.2.2. Any Recruit Firefighter who fails to meet the time requirements of clause 56.2.1 can have their timeframes extended by the Commissioner of Fire and Rescue NSW.

56.2.3. Any proposal to terminate the employment of an employee who fails to meet the time requirements of 56.2.1 must be forwarded to the Union and consultation under Clause 10 must occur.

### 56.3. Deputy Captain

56.3.1. Progression to Deputy Captain shall be subject to merit selection. All applicants for Deputy Captain must have completed a minimum of 2 years of service, must be qualified and trained in the operation of all primary appliances (non SEV appliances) attached to their station, and must, in their first 12 months as a Deputy Captain be provided with the opportunity to complete a Diploma of Leadership.

### 56.4. Captain

56.4.1. Progression to Captain shall be subject to merit selection. All applicants for Captain must have completed a minimum of 5 years of service, must be qualified and trained in the operation of all primary appliances (non SEV appliances) attached to their station, and must, in their first 12 months as Captain, be provided with the opportunity to complete a Graduate Diploma of Applied Management.

### 56.5. Retained to Permanent (Full-time) Pathway

56.5.1. Any Retained Firefighter with 60 months (5 years) of service at the time of the opening of an intake round for Permanent Firefighters, will be entitled to be considered for a Permanent Firefighter position in a separate, Retained-only stream as part of the Department's general intake round, subject to the following provisions:

56.5.1.1. 20% of the number of positions in each general intake round are to be set aside for Retained Firefighters.

56.5.1.2. Interested Retained Firefighters are to apply through the usual intake process and indicate that they are a current Retained Firefighter with Fire & Rescue NSW.

56.5.1.3. All Retained Firefighters who apply will be set aside and compete internally for the 20% of positions set aside for Retained Firefighters.

56.5.1.4. Selection to the position will be via a merit-based selection process which will be determined by the parties via consultation in accordance with Clause 10, Consultation, within 3 months of the commencement of this Award.

56.5.1.5. If there are more Retained Firefighter candidates than positions, those who are unsuccessful will be placed into the general intake pool and will compete with the general public for the remaining Permanent Firefighter positions.

56.5.1.6. If there are fewer successful Retained Firefighter candidates than positions, the surplus Retained positions will be transferred to the general intake and be available for those competing in that intake.

56.5.1.7. Any Retained Firefighter who is selected under this clause, will not be required to complete the qualifications and competencies already achieved as a result of their employment as a retained firefighter and may complete a separate recruit program.

### **57. Training Subcommittee**

57.1. 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.

57.2. 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.

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

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

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

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

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

57.4. Procedure

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

57.4.2. Union Representatives on the Subcommittee will attend in accordance with Clause 45, Special Leave for Union Activities.

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

### **58. Training and Staff Development**

58.1. 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.

58.2. 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 59 of this Award.

### **59. Training Course Attendance Entitlements**

59.1. The provisions of this clause shall apply to attendance at training programs (other than regular drills) delivered by, on behalf of, or approved by the Department.

59.2. Accommodation

59.2.1. The Commissioner 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.

59.2.2. Where Departmental accommodation is not provided to an employee with an entitlement to accommodation, the relevant accommodation provisions prescribed by Clause 25, Travelling Compensation, shall be paid.

59.2.3. 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 prior to bookings being made.

59.2.4. Notwithstanding the provisions of this subclause, 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.

### 59.3. Meals

59.3.1. All employees attending training programs which extend for a whole day shall be provided with morning/afternoon tea and lunch.

**59.3.1.1. Where the Department fails to provide morning/afternoon tea and lunch:**

**59.3.1.1.1. In the case of lunch – the employee will be entitled to claim a meal allowance, as well as any kilometres driven to obtain lunch, and reimbursement for any food purchased.**

**59.3.1.1.2. In the case of morning and afternoon tea – the employee will be entitled to claim a refreshment allowance for each of morning or afternoon tea which is not provided, as well as any kilometres driven to obtain the morning or afternoon tea, and reimbursement for any food purchased.**

59.3.2. 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.

59.3.3. Employees who are not required to accommodate themselves overnight shall, where appropriate, be paid the relevant meal allowances prescribed by Clause 25, Travelling Compensation.

59.3.4. Meal allowances are not payable during times at which an accommodation allowance (as prescribed in subclause 60.2.2) has been paid. A component of the accommodation allowance compensates for the costs associated with breakfast, lunch and evening meals.

### 59.4. Incidentals

59.4.1. Employees who are provided with Departmental accommodation shall be entitled to claim the appropriate incidental allowance as prescribed by Clause 25, Travelling Compensation.

59.4.2. The incidental allowance cannot be claimed for any day during which an accommodation allowance referred to in subclause 59.2.2, 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.

### 59.5. Travelling Time

59.5.1. Compensation shall be in accordance with Clause 25, Travelling Compensation.

## A7 – EMPLOYMENT RELATIONSHIP

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

60.1. 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.

60.2. 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.

60.3. 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.

60.4. Attendance at Courses/Seminars Conducted or Supported by TUEF

60.4.1. The provisions of Clause 45 of this clause shall also apply for attendance at courses or seminars conducted or supported by the Trade Union Education Foundation (TUEF).

60.4.2. Up to a maximum of 12 days in any period of 2 years may be granted to employees who are members of the Union.

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

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

60.4.3.2. 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 45, special leave may include travelling time necessarily required during working hours to attend courses or seminars;

60.4.3.3. 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.

## **61. Court Attendance Entitlements**

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

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

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

61.1.3. witness in a private capacity.

61.2. 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.

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

61.2.2. 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 61.2, 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.

61.2.3. 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 Schedule 2, Table 4. All public transport costs, reasonably and necessarily incurred, shall be fully reimbursed.



61.2.4. 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.

61.2.5. The following provisions are to apply to ensure that employees attending Court are given adequate time free from duty to meet Court commitments:-

61.2.5.1. Release from duty for any period of time required at court, including travel time, with attendance percentages paused.

61.2.6. Where the employee is recalled to duty to attend Court while on Annual or Long Service Leave:

61.2.6.1. 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.

61.2.7. 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.

61.2.8. "Stand-By"

61.2.8.1. "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.

61.2.8.2. 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.

61.2.8.3. Written confirmation from the Court of such necessity to be on Stand-By must also be provided.

61.2.8.4. An employee who is required to Stand-By, shall be entitled to be paid the appropriate amounts set at Item 12 of Table 3 of Schedule 1.

61.3. 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.

61.3.1. 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.

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

61.4.1. 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.

## **62. Acknowledgement of Applications and Reports**

62.1. 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.

62.2. 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.

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

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

63.1. 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.

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

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

63.2.2. 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.

63.2.3. 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.

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

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

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

### 63.3. Resolution Procedure

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

63.3.1.1. 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:

63.3.1.1.1. 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.

63.3.1.1.2. 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 63.3.2.

63.3.2. Where the employer has completed the process outlined in 63.3.1, the employer will then assess the seriousness of the matter and determine whether the matter should be resolved via one of the following mechanisms:

63.3.2.1. 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.

63.3.2.2. Formal Resolution: where informal resolution fails to resolve a matter, or the employer holds a reasonable belief following the process in clause 63.3.1 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.

- 63.3.3. The principles outlined in clause 63.2 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.
- 63.3.4. 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.
- 63.3.5. 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.
- 63.3.6. Following this, a report may be placed on the employee's file noting the substantiated conduct and outcome.
- 63.3.7. 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.
- 63.3.8. If the employee disagrees with the report, the employee shall be entitled to make such a notation on the report.
- 63.3.9. 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.
- 63.3.10. Further to subclause 63.3.9 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.
- 63.3.11. 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.
- 63.3.12. 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.

#### **64. Alcohol and Other Drugs**

- 64.1. 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.
- 64.2. 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, Consultation.

#### **65. Anti-Discrimination**

- 65.1. 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).
- 65.2. 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.

65.3. 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.

65.4. Nothing in this Clause is taken to affect:

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

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

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

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

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

## **66. Right of Union Representatives**

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

66.2. 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:

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

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

66.3. 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 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.

## **67. Employees' Duties**

67.1. 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:

67.1.1. the direction is reasonable,

67.1.2. 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

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

67.2. Any direction issued by the Department pursuant to subclause 67.1 shall be consistent with:

67.2.1. the provision of a safe and health working environment,

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

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

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

- 68.1. 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.
- 68.2. 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.
- 68.3. 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.
- 68.4. 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.
- 68.5. Employees who are not selected will have 7 days from receipt of feedback to dispute their non-selection.
- 68.6. Any such dispute must be provided in writing, with reasons for their dispute, to the Merit Selection Dispute Panel.
- 68.7. The Panel will convene within 3 days of receipt of any disputes to consider and determine the dispute.

## A8 – HEALTH AND WELLBEING

### 69. Health and Safety in the Workplace

- 69.1. 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.
- 69.2. Health and Safety Representatives
  - 69.2.1. 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.
  - 69.2.2. The Department will ensure that employees elected as Health and Safety Representatives in accordance with 69.2 will have access, at a minimum, to computers, email, telephones, notice boards and meeting rooms in order to carry out their duties.
  - 69.2.3. 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.
  - 69.2.4. Health and Safety Representatives will also be permitted to attend Union training courses.
- 69.3. Reporting Systems
  - 69.3.1. 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.
  - 69.3.2. 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.
  - 69.3.3. 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.
- 69.4. 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, Consultation, along with consultation with Health and Safety Representatives.

## **70. Health of Employees**

70.1. 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.

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

70.3. 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
- 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

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

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

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

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

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

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

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

71.3.2. 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.

71.4. 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.

## **72. Health Screening**

- 72.1. 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.
- 72.2. There will be no adverse impact from an employee choosing to participate or choosing not to participate in the program.
- 72.3. 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.
- 72.4. The provider of the health screening program will be agreed between the Department and the FBEU.
- 72.5. 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.
- 72.6. It is agreed that the following are already agreed items for inclusion in the program:
- 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.
- 72.7. 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.
- 72.8. 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.

### **73. Health and Fitness Program**

- 73.1. The Department will provide appropriate gym facilities at all work locations and premises as follows at a minimum:
- Treadmill
  - Rower
  - Exercise (assault) bike
  - Weight lifting equipment
  - Foam rollers
  - Foam mat
  - Fitness ball
- 73.2. Where Departmental 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 periods 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 the Department.
- 73.3. To assist employees with maintain their health and fitness The Department will provide a sport voucher of \$250 value each year to all employees for the purchase of sport equipment, active wear etc.

### **74. Water for Training**

- 74.1. 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.

## **75. Personal Protective Clothing and Equipment, and Uniforms**

- 75.1. 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 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.
- 75.2. Such PPE/PPC and uniforms will meet relevant national and/or international Standards or as otherwise agreed to with the Union.
- 75.3. No new PPE/PPC or uniform shall be implemented or introduced without full consultation in accordance with Clause 10, Consultation. There will be no changes to any existing PPE/PPC or uniforms without full consultation under Clause 10, Consultation.
- 75.4. 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.
- 75.5. Employees supplied with the all the items of clothing and PPE/PPC listed at Schedule 4, Personal Issue Uniform and PPE, and shall wear it in accordance with Departmental instructions.
- 75.6. The provision of wet weather gear shall be in accordance with existing practice, or as otherwise agreed between the parties.

## **76. Clothes Washing and Drying Facilities**

- 76.1. A drying closet for artificially drying clothing shall be provided by the Department at all fire stations to which employees are attached.
- 76.2. 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.

## **77. Cleaning of Clothes**

- 77.1. For the purposes of this clause:
- 77.1.1. "Personal Protective Equipment" means external clothing designed for personal protection at an incident.
- 77.1.2. "Duty wear" means duty wear trousers and duty wear shirt.
- 77.1.3. "Dress uniform" is limited to Dress Trousers, Slacks, Culottes, Skirts, Galatea and Pullover.
- 77.2. 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.
- 77.3. When an employee retires, resigns or is terminated, their structural helmet and bushfire/GP helmet may be retained by the employee on the condition that they not sell, soil, deface, or otherwise embarrass or offend the Department. All other Personal Protective Equipment issued to that employee shall be returned to the station to which the employee was attached. As much of that returned Personal Protective Equipment shall be retained at the station as is necessary to maintain an emergency supply of spare Personal Protective Equipment.

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

- 78.1. 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.



- 78.2. 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 78.1.
- 78.3. Where current appliances and/or vehicles do not meet the objectives of Clause 78.1 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.
- 78.4. No new appliance, vehicle or equipment shall be implemented or introduced without full consultation in accordance with Clause 10, Consultation. There will be no changes to any existing appliance, vehicle or equipment without full consultation under Clause 10, Consultation.
- 78.5. Where any new appliance, vehicle or equipment is introduced which requires training in its use, consultation in accordance with Clause 10, Consultation, will occur in relation to the training and, implementation will not occur until the completion of the relevant training.
- 78.6. The parties agree that the process prescribed for in Clauses 78.2 to 78.3 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, Consultation.

## **79. Safety Belts**

- 79.1. 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.

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

- 80.1. The parties acknowledge that Fire Stations are unique workplaces which require specific infrastructure and amenities.
- 80.2. 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
- 80.3. 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.
- 80.4. The parties agree that no new Fire Stations or modifications to existing Fire Stations will occur without full consultation in accordance with Clause 10, Consultation.
- 80.5. 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.
- 80.6. The parties agree that the process prescribed for in subclauses 80.2 to 80.3 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, Consultation.

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

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

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

81.3. 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. 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.

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

81.4.1. 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.

81.4.2. 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.

81.5. 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.

81.6. 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.

81.7. Disturbance Allowance

81.7.1. 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 13 of Table 3 of Schedule 1 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.

81.7.2. 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.

81.7.3. 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 3 of Schedule 1 for all kilometres between the previous permanent work location and the new permanent work location for a period of twelve months.

81.7.4. 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.

81.7.5. Firefighters who perform overtime immediately prior to or following their rostered shift will be paid the Disturbance Allowance for that rostered shift only.

81.7.6. 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 RETAINED OFFICERS**

### **B1 – ADDITIONAL WAGES, ALLOWANCES AND REMUNERATION**

#### **82. Training & Allowances**

##### **82.1. Diploma of Leadership and Retained Station Management Allowance**

- 82.1.1. All employees merit selected as a Retained Officer will be provided the opportunity to complete a Diploma of Leadership by FRNSW within 12 months of their appointment to the substantive rank.
- 82.1.2. Employees who hold the substantive rank of Deputy Captain, Deputy CFR Captain, Captain or CFR Captain or are performing higher duties into one of these ranks will be paid a Retained Station Management Allowance per week as listed at Item 7 of Table 3 of Schedule 1. This allowance is payable for all purposes inclusive of leave and form part of an employee's ordinary time earnings for the purposes of superannuation.

##### **82.2. Graduate Diploma Applied Management and Retained Station Commander Allowance**

- 82.2.1. All employees merit selected as a Retained Captain will be provided the opportunity to complete a Graduate Diploma of Applied Management by FRNSW within 12 months of their appointment to the substantive rank.
- 82.2.2. Employees who hold the substantive rank of Captain or CFR Captain or are performing higher duties as a Captain or CFR Captain, will be paid a Retained Station Commander Allowance per week as listed at Item 8 of Table 3 of Schedule 1. This Allowance is payable for all purposes inclusive of leave and form part of an employee's ordinary time earnings for the purposes of superannuation.

### **B2 – SPECIFIC STAFFING AND SYSTEMS CONDITIONS**

#### **83. Security, Safety of Work and Classifications**

- 83.1. 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 or the Permanent Firefighting Award.

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

- 84.1. At all Retained stations with a single operational appliance (that is, excluding SEVs), one Captain and one Deputy Captain will be employed and maintained as a minimum number at all times.
  - 84.1.1. By agreement between the Department and the Union, single appliance stations may request a second Deputy Captain if the administrative or operational workload is high enough to warrant an additional Retained Officer position.
- 84.2. At all Retained stations with more than one operational appliance (that is, excluding SEVs), one Captain and two Deputy Captains will be employed and maintained as a minimum number at all times.

## **PART C – ADDITIONAL CONDITIONS FOR RETAINED RESCUE OPERATORS**

### **B1 – ADDITIONAL WAGES, ALLOWANCES AND RENUMERATION**

#### **85. Training & Allowances**

##### **85.1. Rescue Training Course**

- 85.1.1. All employees who are stationed at a Road Crash Rescue or General Land Rescue accredited station will be offered the opportunity to become suitably qualified to achieve the training requirements to attain accreditation with the State Rescue Board as a Rescue Operator.
- 85.1.2. Employees who have become accredited State Rescue Board Rescue Operators and are based at a Road Crash Rescue station, will be paid an allowance at the rate per week at Item 5 of Table 3 of Schedule 1 which is payable for all purposes inclusive of leave and form part of an employee's ordinary time earnings for the purposes of superannuation.
- 85.1.3. Employees who have become accredited State Rescue Board Rescue Operators and are based at a General Land Rescue station, will be paid an allowance at Item 14 of Table 3 of Schedule 1 which is payable for all purposes inclusive of leave and form part of an employee's ordinary time earnings for the purposes of superannuation.

### **B2 – SPECIFIC STAFFING AND SYSTEMS CONDITIONS**

#### **86. Security, Safety of Work and Classifications**

- 86.1. 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 or the Permanent Firefighting Award.

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

- 87.1. At all Retained stations accredited as rescue units with the State Rescue Board, the minimum number of operators as required by the State Rescue Board will be trained to the relevant level at all times, with the goal of all staff being fully rescue trained.
- 87.2. At all times, a minimum of two rescue operators must be available to respond to an incident at the station.

## **PART D – ADDITIONAL CONDITIONS FOR RETAINED HAZMAT OPERATORS**

### **B1 – ADDITIONAL WAGES, ALLOWANCES AND RENUMERATION**

#### **88. Training & Allowances**

##### **88.1. Hazmat Training Course**

88.1.1. All employees who are stationed at a station which has a Hazmat appliance station at it, will be offered the opportunity to become suitably qualified to achieve the training requirements to attain endorsement by the Department as a Hazmat operator.

88.1.2. Employees who have become accredited Hazmat Operators and are based at a station with a Hazmat appliance, will be paid an allowance at the rate per week at Item 6 of Table 3 of Schedule 1 which is payable for all purposes inclusive of leave and form part of an employee's ordinary time earnings for the purposes of superannuation.

### **B2 – SPECIFIC STAFFING AND SYSTEMS CONDITIONS**

#### **89. Security, Safety of Work and Classifications**

89.1. 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 or the Permanent Firefighting Award.

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

90.1. At all Retained stations which have a Hazmat appliance, a minimum number of half of the authorised crewing at the station will be trained at all times, with the goal of all staff being fully Hazmat trained.

90.2. At all times, a minimum of two Hazmat operators must be available to respond to an incident at the station.

**Schedule 1 – Pay Rates & Allowances**

**Table 1 – Retainers**

Clause	Retainers per fortnight	Retainer Level	Code	26 February 2023 \$	26 February 2024 \$	26 February 2025 \$
	Firefighters (all)	Base	A	79.58	84.35	89.41
		50%	B	159.16	168.70	178.83
		75%	C	238.74	253.06	268.24
		100%	D	318.31	337.41	357.65
	Deputy Captains (all)	Base	E	132.63	140.59	149.02
		50%	F	176.84	187.45	198.70
		75%	G	265.26	281.18	298.05
		100%	H	353.68	374.90	397.39
	Captains (all)	Base	I	148.55	157.46	166.91
		50%	J	198.07	209.95	222.55
		75%	K	297.10	314.92	333.82
		100%	L	396.13	419.90	445.09

**Table 2 – Rates of Pay**

Clause	Description		Code	26 February 2023 \$	26 February 2024 \$	26 February 2025 \$	
	Recruit Firefighter	1 <sup>st</sup> hour	M	33.62	35.63	37.77	
		Each further ½ hour or part	N	16.81	17.82	18.88	
	Firefighter	1 <sup>st</sup> hour	O	37.82	40.09	42.49	
		Each further ½ hour or part	P	18.91	20.04	21.25	
	CFR Firefighter	1 <sup>st</sup> hour	Q	40.47	42.89	45.47	
		Each further ½ hour or part	R	20.23	21.45	22.73	
	Deputy Captain	1 <sup>st</sup> hour	S	42.02	44.54	47.21	
		Each further ½ hour or part	T	21.01	22.27	23.61	
	CFR Deputy Captain	1 <sup>st</sup> hour	U	44.97	47.66	50.52	
		Each further ½ hour or part	V	22.48	23.83	25.26	
	Captain	1 <sup>st</sup> hour	W	47.07	49.89	52.88	
		Each further ½ hour or part	X	23.53	24.94	26.44	
	CFR Captain	1 <sup>st</sup> hour	Y	50.36	53.38	56.58	
		Each further ½ hour or part	Z	25.18	26.69	28.29	
		Relief Duties, all ranks	1 <sup>st</sup> three hours	RD3	216.75	229.76	243.55
			Each further hour	RDH	86.71	91.91	97.42
	Royal Easter Show	Firefighters (all) per hour	RASF	60.00	63.60	67.42	
		Deputy Captains (all) per hour	RASDC	64.20	68.05	72.14	
		Captains (all) per hour	RASC	69.24	73.40	77.80	
	ComSafe Duties	Per Hour	COMS	92.02	97.54	103.39	

**Table 3 – Allowances**

Item	Description	Unit	26 February 2023 \$	26 February 2024 \$	26 February 2025 \$
1	RTAAS Allowance	Per Week	18.23	19.32	20.48
2	KM Allowance	Per Kilometre	1.48	1.57	1.66
3	Meal Allowance (MA)	Per meal			
4	Refreshment Allowance (RA)	Per meal			
5	Rescue Allowance	Per Week	10.00	10.60	11.24
6	Hazmat Allowance	Per Week	20.00	21.20	22.47
7	Deputy Captain Allowance	Per Week	17.00	18.02	19.10
8	Captain Allowance	Per Week	26.00	27.56	29.21
9	Availability Payment 120hrs +	Per Week	60.00	63.60	67.42
10	Availability Payment 96-120 hrs	Per Week	30.00	31.80	33.71
11	Availability Payment 60-96 hrs	Per Week	15.00	15.90	16.85
12	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
13	Disturbance Allowance	Per Shift	28.10	29.79	31.58
14	General Land Rescue Allowance	Per Week	20	21.20	22.47

**Table 4 – Travelling Compensation Allowances**

Item No.	Clause No.	Description	Unit	On and from 1 July 2022	
1		Breakfast	Per meal	## \$29.90	^^ \$26.15
2		Lunch	Per meal	## \$33.65	^^ \$30.60
3		Dinner	Per meal	## \$57.30	^^ \$52.75
4		Accommodation first 35 days (includes all meals) - Capital Cities	Per day	\$340.15 Sydney \$299.15 Adelaide \$317.15 Brisbane \$310.15 Canberra \$362.15 Darwin \$289.15 Hobart \$315.15 Melbourne \$322.15 Perth	



		- High Cost Country Centres		\$289.15 Armidale \$283.15 Bathurst \$287.15 Bega \$307.15 Bourke \$294.15 Broken Hill \$286.15 Cobar \$290.15 Coffs Harbour \$290.15 Dubbo \$287.15 Gosford \$280.15 Griffith \$286.15 Lismore \$306.15 Mudgee \$299.15 Muswellbrook \$327.15 Newcastle \$332.15 Norfolk Island \$289.15 Nowra \$318.15 Orange \$312.15Port Macquarie \$281.15 Queanbeyan \$296.15Wagga Wagga \$300.15Wollongong
		- Tier 2 Country Centres		\$265.45 Albury  \$265.45Cooma \$265.45 Cowra  \$265.45Goulburn \$265.45 Grafton  \$265.45Gunnedah \$265.45 Inverell  \$265.45 Narrabri \$265.45Tamworth \$265.45 Taree \$265.45Tumut
		- Other Country Centres		\$249.45
5		Actual Necessary Expenses - all locations	Per day	\$21.30
6		Accommodation – after first 35 days and up to 6 mths	Per day	50% of the appropriate location rate
7		Incidental Expenses	Per day	\$21.30

**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.

## Schedule 2 – Authorised Duties

### Table 1 – Duties Listing

**Appliance Maintenance:** Engine Keeping Duties, Hose Audit/Repairs, Restow, SIMS Duties, Transporting fire appliance for service/repairs/transfer, Transporting FRNSW equipment in private vehicle

**Community Safety Activities:** CFU Training, Chemwise program, Fire safety displays, Fire permits, Open day, Fire education, Hydrant or booster inspections, Media, social media or photo shoot, Pre-Incident Planning, RescueEd, Safety visits, Static water supply program, or any other public education activity.

**Recruitment:** Campaigning (including but not limited to social media, media, visiting businesses, information nights), Merit selection training, Physical Aptitude testing, Selection panel interviews.

**Station maintenance:** Cleaning, Lawn mowing/weeding/edges, Recharge BA Cylinder/ BA and equipment checks, Taking out station bins, Changing community information signs.

**Station management:** Access for contractors or visitors, Attendance/timesheet management, Availability management, CARS reports, Correspondence, eAIRS report completion where insufficient time at the conclusion of calls, ESCAT Order/receipt, SMART authorisation, Debrief – formal or informal, Meetings, ORP Activities, Drill preparation, Response to urgent emails and/or other correspondence receive outside of incidents, Process of leave applications, Petty cash procedures, Zone teleconference or video meetings

**Training:** Training will not form part of authorised duties and will be accounted for in a separate training budget.

## Schedule 3 - Safe Staffing

### Minimum Safe Staffing Numbers

Minimum Safe Staffing numbers for retained brigades are based on the number of firefighters required to crew the appliances allocated to the brigade plus allowance for factors such as leave availability of staff and relieving components.

For the primary appliance at the station the standard is:

- the minimum crew required for the appliance, plus
- an availability component of another minimum crew, plus
- a relieving component of 50% of the above.

For each additional appliance allocated to the brigade the standard is:

- the minimum crew required for the appliance, plus
- a relieving component of 50% of the minimum crew.

There is no additional availability component for additional appliances, as the availability component for the primary appliance is sufficient to cover the additional appliances.

The positions of Captain and Deputy Captain are included in these crew numbers.

**Table 1: Examples of standard establishments for primary appliances**

Appliance	Minimum crew	Availability component	Relieving component	Standard establishment
Pump	4	4	4	12
Water tanker	2	2	2	6
Composite	4	4	4	12

**Table 2: Examples of standard establishments for additional appliances**

Appliance	Minimum Crew	Relieving component	Standard establishment
Second pump	4	2	6
Water tanker	2	1	3
Composite	2	1	3
Hazmat and rescue support vehicles	2	1	3

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Applying these calculations results in the following typical examples of standard establishments:

**Table 3: Examples of standard establishments**

<b>Appliances allocated</b>	<b>Standard establishment</b>
Pump and water tanker	15 = (12 + 3)
Pump and rescue support vehicle	15 = (12 + 3)
Pump and composite	15 = (12 + 3)
Two pumps and a hazmat support vehicle	21 = (12 + 6 + 3)

**Mixed crew stations**

Where retained firefighters are used to cover times when permanent firefighters are not on duty, the retained establishment is calculated as for a fully retained station, as they will be required to crew all the appliances at the station during those times.

For example, where permanent firefighters crew a pump during the day, and retained firefighters crew it at night, the retained establishment is 12. If the retained firefighters were also used to crew a water tanker at any time, the retained establishment would be 15.

If retained firefighters are not required to crew all the appliances available when the permanent firefighters are not on duty, the retained establishment is limited to only those appliances they are required to crew.

When retained firefighters are used to crew appliances additional to appliances crewed by permanent firefighters, the retained establishment is based on the crews required only for those appliances, with one appliance crewed by retained firefighters designated as their primary appliance and the others treated as additional appliances.

For example, where permanent firefighters crew a pump on the 10/14 roster, and retained firefighters crew a water tanker, the standard retained establishment is 6.

**Variations**

There will be no variations to the minimum safe staffing numbers provided for in this Schedule unless otherwise in accordance with this Award and only by agreement with the FBEU.

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**Schedule 4 – Personal Issue Uniform and PPE**

The parties agree that in accordance with Clause 75, 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
Trousers, duty wear	4	2

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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
<b>Accoutrements</b>		
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
Sticker, multi-purpose helmet, qualifications	As needed	As needed
Sticker, multi-purpose helmet, rank	As needed	As needed

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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

**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