

# **Flood Deployment Entitlements**

### **Permanent Firefighters**

Permanent firefighters deployed intrastate are entitled to the following:

### Kilometres for travel from base station to marshalling point and return (subclauses 9.8.1 and 9.8.2)

When deployed, you can claim kilometres in the same way you would a recall. The kilometres claimed will be for the forward journey from your base station to the marshalling point/area and return.

### Payment for time travelled from marshalling point to incident

If you are deployed on a non-working day, the travel time from the marshalling point/area to the incident will be paid at overtime rates.

### Payment of hours during deployment

Where a normal rostered shift at the base station occurs during the deployment, then you will be paid for all rostered hours at the ordinary rate.

Where a non-working day occurs during the deployment, then overtime rates will apply for hours worked between 0600hrs and 1800hrs each day attending the incident.

### Accommodation allowances (subclause 26.4.1)

If you are provided with appropriate accommodation, you are entitled to claim the incidental allowance for each day in attendance.

If your accommodation is NOT appropriate, you are entitled to claim an accommodation allowance. The applicable accommodation allowance will be based on the area where you are located.

### Meals and allowances (subclause 10.2.3)

FRNSW has an obligation to provide you with meals and refreshments during rostered hours at the incident. If you do not receive a meal and/or refreshment or if the quality is severely lacking, you are entitled to claim the relevant meal allowance.



# **Retained Firefighters**

It is important to note that a major emergency must first be declared and Clause 29 must be activated prior to you leaving your station.

If you are part of a strike team, you should be informed prior to deployment that your entitlements are covered under Clause 29 of the Award.

If you have NOT been informed that you are being paid under Clause 29 of the Award, then you should contact the Union and we will assist you in preparing a claim under clause 6 of the Award.

When a major emergency is declared and Clause 29 has been activated, the following entitlements will apply.

## Travel (subclauses 29.2.1, 29.2.2 and 29.2.3)

- You are entitled to your usual kilometres for travel from home to your station to collect your uniform.
- You are entitled to kilometres if you are going to a pick-up point or directly to the strike team destination, from your station.
- If you are provided with transport at any point while going to or from your residence and the incident, you are entitled to be paid for travelling time only (not kilometres), minus any portion of the trip where you get kilometres in line with the above two entitlements. This is likely to be the case if you travel on the academy bus, an appliance, or as the passenger in someone else's car.

## Accommodation (subclause 29.3. 1, 29.3.2, 29.3.4)

- If you reside more than 50km from the emergency, then you will be provided with "appropriate accommodation" where your attendance will go for either more than one day, or where it would be unreasonable to travel home when you finish work.
- If you travel less than 50km, then the Commissioner may grant approval for accommodation regardless.
- If you are provided with accommodation, you are entitled to claim an incidental allowance for each day in attendance. The allowance is currently \$20.05.
- If your accommodation is NOT appropriate, then you are entitled to claim an accommodation allowance in line with subclause 20.3. If you are at Port Macquarie, for example, this daily allowance would be \$297.45 per day.
- We should note at this point that the FBEU's view is that pop-up beds in a stadium, without proper shower facilities, and with staff using toilets covered in other people's bodily fluids is NOT appropriate accommodation. If you are in this accommodation, then you are entitled to the applicable accommodation allowance for each day that you remain in this accommodation.



## Meals (subclause 29.4)

- You must be provided with substantial meals for breakfast, lunch, and dinner throughout your period of attendance.
- If you are not provided with a substantial meal, you will be entitled to an allowance. This is equal to \$31.25 per meal.
- If you must work between the provided meals, then you will be entitled to refreshments and meals in line with the usual refreshment and meal requirements for an incident. That is, refreshments every two hours, and substantial meals every four hours. Where these aren't provided, you are entitled to the usual refreshment and meal allowances for an incident.

## *Time spent in attendance (subclauses 29.5.1 – 29.5.4)*

### Deployment of less than 48 hours

• Where a deployment is less than 48 hours, you will be paid at normal rates for the entire period of attendance. "Period of attendance" means from the time you leave your front door to the time that you return home.

### Deployment of more than 48 hours

- Where a deployment is more than 48 hours, you will be paid for time spent in attendance, at normal rates as follows:
  - o On the day you leave home, you will be paid from the time you leave home, until 2400hrs.
  - On the day you head home, you will be paid from 0000hrs, until you get home.
  - For each day between leaving home and heading home, you will be paid all time less any periods of down time, with a minimum 16 hour daily payment provided.
- Your "time spent in attendance" is the time from leaving home, until the time you return home.
- Your "periods of down time" means at least 8 consecutive hours where you're not performing operational duties or on standing by to perform such duties.