

# **CROWN EMPLOYEES (FIRE AND RESCUE NSW PERMANENT FIREFIGHTING STAFF) AWARD ~~2017~~2020**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

(IRC No. ~~42354-44143~~ of 20~~20~~17)

Application by the Fire Brigade Employees' Union of New South Wales

Before the Commission

## **AWARD**

## **PART A**

### **Clause 1. Introduction**

- 1.1 This Award shall be known as the “Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award ~~2017~~2020”.
- 1.2 This Award regulates the rates of pay and conditions of employment for employees covered by this Award.
- 1.3 This Award is in three Parts as follows:-  
  
Part A - Introduction, Index, Basic Wage, and Definitions  
  
Part B - Rates of Pay and Conditions of Employment  
  
Part C - Monetary Rates
- 1.4 Except as provided by subclause 1.5, the provisions of Part B, Rates of Pay and Conditions of Employment shall apply to all employees covered by this Award.
- 1.5 The provisions of Clause 9 – Overtime, Clause 10 - Meals and Refreshments, Clause 12 – Relieving Provisions, Clause 16 – Training Course Attendance Entitlements, Clause 19 - Examination and Assessment leave, Clause 25 - Court Attendance Entitlements, Clause 27 - Notice of Transfer and Clause 28 - Transfers Outside the GSA shall not apply to Executive Officers.

## **2. Index**

1. Introduction
2. Index
3. Basic Wage
4. Definitions
5. Intention
6. Rates of Pay and Allowances
7. Higher Duties
8. Hours of Work
9. Overtime
10. Meals and Refreshments
11. Transport
12. Relieving Provisions
- 12a Intrastate, Interstate and International Deployments
13. Progression and Promotion Provisions

14. Operational Support Positions
15. Training and Staff Development
16. Training Course Attendance Entitlements
17. Annual Leave
18. Compassionate Leave
19. Examination and Assessment Leave
20. Long Service Leave
21. Parental Leave
22. Carer's Leave
23. Sick Leave
- 23a. Domestic and Family Violence Leave
24. Special Leave for Union Activities
25. Court Attendance Entitlements
26. Travelling Compensation
27. Notice of Transfer
28. Transfers Outside of the GSA
29. Transferred Employee's Compensation
30. Rental of Premises
31. Protective Clothing and Uniforms
32. Clothes Drying Facility
33. Cleaning of Clothes
34. Safety Belts
35. Disputes Avoidance Procedures
36. Organisational Change under Clause 36.2
37. Acknowledgment of Applications And Reports
38. Procedures Regarding Reports and Charges
39. Alcohol and Other Drugs
40. Salary Sacrifice to Superannuation
41. Anti-Discrimination
42. Employees' Duties
43. No Extra Claims
44. Area, Incidence and Duration

### 3. Basic Wage

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

### 4. Definitions

"Agreed Distance" means the relevant distance set out within the Matrices which appeared at Part E of the Crown Employees (NSW Fire Brigades Firefighting Staff) Award 2001, or as subsequently amended pursuant to subclause 12.10, copies of which shall be provided by ~~the Department~~ Fire and Rescue NSW to employees in the manner agreed between ~~the Department~~ Fire and Rescue NSW and the Union.

"Commissioner" means Commissioner of ~~the Department~~ Fire and Rescue NSW holding office as such under the *Government Sector Employment Act 2013*.

"Competency" means the training competencies developed by ~~the Department~~ Fire and Rescue NSW following consultation between ~~the Department~~ Fire and Rescue NSW 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 Fire and Rescue NSW"~~ means Fire and Rescue NSW- refers to an Agency established by the *Fire and Rescue Brigades 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 Brigades Act 1989*. Provided that where "employee" is referred to in the provisions of this Award which apply exclusively to either Operational Firefighters, Operational Support Positions or to Executive Officers, "employee" shall mean only those classifications to which the exclusive conditions are intended to apply.

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

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

"Fire District" has the same meaning as in the *Fire Brigades Act 1989*.

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

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

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

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

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

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

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

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

"Operational Support Position" means a position classified as such by ~~the Department Fire and Rescue NSW~~ following consultation between ~~the Department Fire and Rescue NSW~~ and the Union and graded using a NSW Government accredited job evaluation system.

"Outduty" means a period of relief duty performed by a Non-Officer or Officer, not being a Relieving Employee or the occupant of an Operational Support position, where the Non-Officer or Officer either commences and/or ceases their rostered shift at a station/location other than the station where the Non-Officer or Officer normally reports for duty, or where the Non-Officer or Officer both commences and ceases their rostered shift at their own station but performs Stand By duties elsewhere for more than four hours, but does not include an employee on suitable duties.

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

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

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

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

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

"Stand By" means a period of relief duty performed by a Non-Officer or Officer, not being a Relieving Employee or the occupant of an Operational Support position, where the Non-Officer or Officer both commences and ceases their rostered shift at their own station but is temporarily assigned to one or more other stations in the interim for a total of four or less hours.

"Standard Roster" means the roster prescribed in subclause 8.3 of Clause 8 of this Award.

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

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

## **PART B**

### **5. Intention**

The intention of this Award is to regulate the rates of pay and conditions of employment for employees covered by this Award.

### **6. Rates of Pay and Allowances**

6.1 The provisions of clauses 6.2 to 6.7 inclusive shall not apply to Executive Officers and the provisions of subclause 6.8 shall not apply to Operational Firefighters. The provisions of subclauses 6.9 to 6.17 inclusive shall apply to all employees.

#### **6.2 Operational Firefighters**

6.2.1 An employee shall be paid the rate of pay prescribed for the employee's classification in Tables 1 and 2 of Part C, Monetary Rates, of this Award.

6.3 Each "Per Week" rate of pay shown in Tables 1 and 2 of Part C is a composite rate which incorporates:

6.3.1 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

6.3.2 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.

- 6.4 6.4.1 The "shift allowance" referred to in subclause 6.3.1 is an amount to compensate for shiftwork.
- 6.4.2 The 'loading' referred to in subclause 6.3.1 is an amount which is in compensation for the incidence, as a result of the normal roster arrangements, of work on weekends and public holidays. Employees who work on Easter Sunday or on any additional public holiday that is Gazetted or otherwise confirmed by the NSW Government shall be credited with the same number of hours of consolidated leave as those hours actually worked on each such day. For the purposes of this clause additional public holidays shall not include local public holidays.
- 6.4.3 The "industry allowance" referred to in subclause 6.3.1 is an amount which is in consideration of conditions particular to working in the Firefighting Industry.
- 6.5 6.5.1 The "Roster Allowance" referred to in subclause 6.3.2 is an amount equivalent to an employee's hourly rate of pay multiplied by 1.75 in compensation for working a 42 hour week. This amount is a residual of the two hours of 10/14 Rostered Overtime that was paid to employees working a 38 hour week until the Crown Employees (NSW Fire Brigades Firefighting Staff) Award 2000 incorporated this overtime within the total weekly rate of pay and introduced the Roster Allowance and a 40 hour week.
- 6.6 Except as provided for in this subclause, or in subclause 6.7, in addition to the rates of pay prescribed in Tables 1 and 2 of Part C, employees, where applicable, shall be paid:
  - 6.6.1 An amount not exceeding the Laundry Expenses set at Item 1 of Table 3 of Part C, for all reasonable laundry expenses incurred by an employee who performs duty on a temporary basis outside the GSA. Accounts for such laundry expenses are to be submitted when a claim is made.
  - 6.6.2 The Kilometre Allowance set at Item 2 of Table 3 of Part C, per kilometre:
    - 6.6.2.1 for Non-Officers or Officers who perform a "Stand By" and who are required to use their private vehicle to perform such "Stand By". The distance shall be the agreed distance or, if the return distance travelled by the employee from the station at which duty commenced to the station at which the "Stand By" is performed is not contained in the Matrices, the actual distance necessarily and reasonably travelled; and
    - 6.6.2.2 for Operational Firefighters who travel between stations pursuant to Clause 12, Relieving Provisions; and
    - 6.6.2.3 for Officers who are required to use their own vehicle to attend an incident whilst off duty.
  - 6.6.3 The Major Aerial Allowance set at Item 3 of Table 3 of Part C, per week, for Non-Officers who are qualified to operate a Major Aerial Appliance and who are attached to a station with this equipment.
  - 6.6.4 The Minor Aerial Allowance set at Item 4 of Table 3 of Part C, per week, for Non-Officers and Officers who are qualified to operate a Minor Aerial Appliance and who are attached to a station with this equipment.
  - 6.6.5 The Hazmat Allowance set at Item 5 of Table 3 of Part C, per week, for Non-Officers and Officers who are qualified for and attached to a Hazmat station within Sydney, Newcastle, Wollongong or the Central Coast.
  - 6.6.6 The Communications Allowance set at Item 6 of Table 3 of Part C, per week, for Non-Officers who are qualified for and attached to the Communications sections at Sydney or Newcastle, which shall be paid for all purposes.

- 6.6.7 The Communications Allowance set at Item 7 of Table 3 of Part C, per week, for Officers who are qualified for and attached to the Communications sections at Sydney or Newcastle, which shall be paid for all purposes.
- 6.6.8 The Communications Allowance set at Item 8 of Table 3 of Part C, per week, for Senior Officers who are qualified for and attached to the Communications section at Sydney, which shall be paid for all purposes.
- 6.6.9 The Country Allowance set at Item 9 of Table 3 of Part C for Officers and Senior Officers who are attached to a station or workplace located outside the GSA and outside the areas specified in subclause 28.2.2 of this Award, which shall be paid for all purposes.
- 6.6.10 The Remote Area Allowance set at Item 10 of Table 3 of Part C, per week, for Non-Officers and Officers who are attached to a station at Broken Hill or Moree, which shall be paid for all purposes.
- 6.6.11 The Rescue Allowance set at Item 11 of Table 3 of Part C for Non-Officers and Officers who are recognised as qualified rescue operators by the State Rescue Board and who are attached to a Primary or Secondary Rescue station.
- 6.6.12 The Service Allowance set at Item 12 of Table 3 of Part C for Non-Officers who have completed the requisite period of service as an employee.
- 6.6.13 The Marine Allowance set at Item 13 of Table 3 of Part C, per week, for Non-Officers and Officers who are qualified for and attached to a designated marine station.

## **6.7 Exceptions, Explanations and Method of Adjustment**

- 6.7.1 Subject to subclause 7.7, the allowances set at subclauses 6.6.3 to 6.6.13 (inclusive) shall not be payable to the occupants of Operational Support positions.
- 6.7.2 The allowances set at subclauses 6.6.3 to 6.6.13 (inclusive) shall be paid in full, regardless of the number of shifts actually worked by the employee within that week.
- 6.7.3 The term "attached to" within this Clause shall include employees who are permanently assigned to the relevant station or section but who are performing an Outduty at some other location and Relieving Employees whose base station is the relevant station or section and who are performing relief duty at some other location, but shall not include employees who perform duty at the relevant station or section pursuant to Clause 9, Overtime, except as provided for in subclauses 6.6.6, 6.6.7, 6.6.8, 6.6.9 and 6.6.10.
- 6.7.4 The allowances set at subclause 6.6.12 shall in future be adjusted by firstly calculating the increase for 5-10 years service to the nearest cent to arrive at a new base rate and then doubling that new base rate to arrive at the new 10-15 years service amount and tripling that new base rate to arrive at the new 15-plus years service amount.
- 6.7.5 The Major and Minor Aerial allowances set at subclauses 6.6.3 and 6.6.4 respectively, shall not be paid concurrently. In situations where both allowances would otherwise apply pursuant to this Clause, the Major Aerial Allowance only shall be paid.

## **6.8 Executive Officers**

The salaries for Executive Officers are as specified in Table 1 of Part C, Monetary Rates. Such salaries are all incidence rates of pay and include compensation for:

- 6.8.1 the way in which ordinary hours are worked in terms of sub-clause 8.12;
- 6.8.2 the working of any excess hours or being on call; and

6.8.3 the non payment of an annual leave loading.

## **6.9 Provisions Applying to All Employees**

6.9.1 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 Fire and Rescue NSW~~ and the Union.

6.9.2 Employees shall be paid not later than Thursday in any pay week. Provided that Operational Firefighters who perform overtime shall be paid within two pay periods of the date upon which such overtime was worked.

## **6.10**

6.10.1 An employee shall not be entitled to payment in respect of any unwarranted absence from duty or in respect of leave granted without pay.

6.10.2 Where any strike or stoppage of work occurs during a pay period for which payment has already been made, ~~the Department Fire and Rescue NSW~~ shall deduct the amount overpaid from the wages of the employee. The provisions of subclause 6.16 shall not apply in cases where overpayments have occurred as a result of any strike or stoppage of work.

6.11 Unless as otherwise provided for in Clause 24, Special Leave for Union Activities, where an employee is, on application, granted leave by ~~the Department Fire and Rescue NSW~~ to attend to Union business, all such leave shall be leave without pay.

6.12 Where the period of absence or leave under subclauses 6.10 and 6.11 of this clause, is a portion of a week, the amount to which an employee shall be disentitled shall be ascertained on an hourly basis. Such disentitlement shall be calculated to the nearest five minutes.

6.13 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.

6.14 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.

## **6.15 Payroll Deductions:**

6.15.1 Except as provided for in subclause 6.15.2, all salary deductions shall be made in accordance with the Treasury Guidelines.

6.15.2 Upon application by an employee, ~~the Department Fire and Rescue NSW~~ 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.

## **6.16 Overpayments:**

6.16.1 In cases where an employee has been overpaid, ~~the Department Fire and Rescue NSW~~ 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.

6.16.2 In all cases where overpayments have occurred, ~~the Department Fire and Rescue NSW~~ shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. ~~The Department Fire and Rescue NSW~~ will also advise the employee of the pay period from which the recovery of the overpayment is to commence.

6.16.3 The recovery rate of 10% of an employee's gross fortnightly pay referred to in subclause 6.16.1 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.

6.16.4 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 6.16.1, ~~the Department~~ **Fire and Rescue NSW** 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.

## **7. Higher Duties**

- 7.1 Subject to subclauses 7.2, 7.3, 7.4 and 7.7, an employee shall not be permitted to perform higher duties unless, firstly, the employee is qualified to perform such duties and, secondly, where a rank or classification structure applies, the employee is at the rank or classification immediately below the rank or classification of the position in which the relief is to be performed.
- 7.2 Where a Station Officer is temporarily absent (on leave or for any other reason), that Station Officer's position may be filled by a Leading Firefighter performing higher duties, provided that no absent Station Officer's position may be filled by a Leading Firefighter performing higher duties (either by election or direction) for more than 28 days of any such absence.
- 7.3 Where an Inspector (including an Operational Support Inspector) is temporarily absent (on leave or for any other reason), that Inspector's position may be filled by a Leading Station Officer performing higher duties, provided that no absent Inspector's position may be filled by a Leading Station Officer performing higher duties (either by election or direction) for more than 28 days of any such absence.
- 7.4 Leading Firefighters and Leading Station Officers may elect or be directed to temporarily perform higher duties in the circumstances described in subclauses 7.2 and 7.3 and subject to subclause 7.5, shall not perform higher duties otherwise.
- 7.5 The limitations of subclauses 7.2, 7.3 and 7.4 shall not apply where:
  - 7.5.1 a vacancy in a Country position arises and is advertised in Commissioner's Orders pursuant to subclause 28.7 within 28 days of such vacancy occurring, in which case a Leading Firefighter or Leading Station Officer (as the case may be) may elect or be directed to perform the duties of the vacant position until the position is filled, or the expiration of three months, whichever occurs first.
  - 7.5.2 a Leading Firefighter or Senior Firefighter successfully applies for a Country Officer position pursuant to subclause 28.7.2, in which case the Leading Firefighter or, subject to subclause 28.7.2.3, Senior Firefighter shall be transferred to that station/location and shall perform the duties of the vacant position until such time as he or she is either promoted, or ceases to be eligible for such promotion pursuant to subclause 13.8.2. An employee who ceases to be eligible for such promotion shall cease to hold that position and be transferred to the GSA.
  - 7.5.3 a Leading Station Officer or Station Officer successfully applies for a Country Senior Officer position pursuant to subclause 28.7.3, in which case the Leading Station Officer or, subject to subclause 28.7.3.3, Station Officer shall be transferred to that station/location and shall perform the duties of the vacant position until such time as he or she is either promoted, or ceases to be eligible for such promotion pursuant to subclause 13.10.2. An employee who ceases to be eligible for such promotion shall cease to hold that position and be transferred to the GSA.
  - 7.5.4 a Leading Station Officer or Station Officer successfully applies for an Operational Support Inspector's position pursuant to subclause 28.7.4, in which case the Leading Station Officer or Station Officer (as the case may be) shall be transferred to that station/location and shall perform the duties of the vacant Operational Support Inspector's position until such time as he or she is either promoted, or ceases to be eligible for such promotion pursuant to subclause



13.10.2. An employee who ceases to be eligible for such promotion shall cease to hold that position and, if located outside of the GSA, be transferred to the GSA.

7.5.5 A Senior Firefighter successfully applies for an Operational Support Station Officer's position pursuant to subclause 14.10.1, in which case the Senior Firefighter shall be transferred to that station/location and shall perform the duties of the vacant Operational Support Station Officer's position, until such time as they are either promoted (subject to subclauses 14.10.4), or cease to be eligible for such promotion pursuant to subclauses 13.7.4 and 13.8.2. An employee who ceases to be eligible for such promotion shall cease to hold that position and, if located outside of the GSA, be transferred to the GSA.

- 7.6 For the avoidance of doubt, the intention of subclauses 7.2, 7.3, 7.4 and 7.5 is to ensure that Station Officer positions are ordinarily filled by employees holding the rank of Station Officer or Leading Station Officer, and that Inspector positions are ordinarily filled by employees holding the rank of Inspector.
- 7.7 An employee performing higher duties shall be paid the difference between the employee's usual rate of pay and the minimum rate of pay for the rank or classification in which the higher duties are performed. An employee who is ordinarily entitled to an allowance at subclause 6.6.3 to 6.6.13 (inclusive) shall continue to be paid such allowance while they are performing higher duties.
- 7.8 An employee performing higher duties who proceeds on any form of leave shall be paid during such leave at the employee's usual rate of pay and not at the rate of pay of the rank or classification in which the higher duties were being performed.
- 7.9 While a Senior Officer who relieves an Executive Officer shall be remunerated for the period of relief in terms of subclause 7.7, such employee shall, with the exception of provisions relating to hours of work and overtime, retain the conditions of employment applicable to a Senior Officer. In relation to hours of work and excess hours such an employee shall, for the period of relief, be covered by subclause 8.13 of Clause 8, Hours of Work.
- 7.10 In selecting employees to perform higher duties the following procedures shall apply:
  - 7.10.1 Where the period of relief is to be less than one month, merit selection need not be applied. However, ~~the Department Fire and Rescue NSW~~ shall have regard to the principles of equitably sharing career development opportunities.
  - 7.10.2 Where the period of relief of an Executive Officer or an Operational Support position is one month or more and the need for the relief is known in advance, expressions of interest shall be called for and determined by merit selection.
  - 7.10.3 Where the need for the relief of an Executive Officer or an Operational Support position is not known in advance, but it subsequently becomes known that the duration of the relief is anticipated to be for two months or more, the initial appointment shall be made in accordance with subclause 7.10.1. However, immediately following that initial appointment expressions of interest are to be called for and determined by merit selection.

## **8. Hours of Work**

- 8.1 Subject to subclauses 8.2.2 and 8.2.3, the average ordinary working hours of Operational Firefighters shall be forty hours per week over the cycle of weeks for which the rosters of ordinary hours of duty and leave operate. All rosters include, in addition to the average forty ordinary hours per week, an average per week of two hours of thirty-eight hour week leave accrual which shall be accumulated and added to annual leave accrual and taken in accordance with Clause 17, Annual Leave.
- 8.2 Arrangement of Rosters

- 8.2.1 Subject to subclause 8.9, Operational Firefighters shall work the roster in operation at the station/location to which they are permanently attached and this roster shall be known as their default roster. No default roster shall allow rostered shifts in excess of fourteen hours duration. Any proposed change at any location from one roster system to another, or to a new roster system, shall only occur following consultation between ~~the Department~~ Fire and Rescue NSW and the Union.
- 8.2.2 Operational Firefighters may, with the ~~Department's~~ Fire and Rescue's agreement, elect to work alternative rosters to their default roster, provided that any such alternative roster:
- 8.2.2.1 must operate over an eight-week cycle and be drawn up and provided to both the Operational Firefighter and the Union not less than fourteen days prior to commencement;
  - 8.2.2.2 must allow at least eight consecutive hours between the cessation of one rostered shift and the commencement of the next rostered shift;
  - 8.2.2.3 must operate within the hours of the Operational Firefighter's default roster, provided that employees whose default roster is the Special Roster may apply to work alternative rosters that commence and cease up to two hours earlier or later than provided by the Special Roster.
  - 8.2.2.4 must not allow split or broken shifts;
  - 8.2.2.5 must not allow a reduction in the minimum Operational Firefighter staffing required at the station/location in question;
  - 8.2.2.6 must not allow more than five days' work, or more than five rostered shifts, in any seven day period; and
  - 8.2.2.7 must not average more than forty two ordinary working hours per week over the eight-week cycle.
- 8.2.3 An Operational Firefighter who elects to work an alternative roster that allows fewer average ordinary working hours than allowed for by subclause 8.1 shall be paid and accrue leave on a pro-rata basis.
- 8.2.4 Notwithstanding anything to the contrary elsewhere in this Award, an Operational Firefighter who elects to work an alternative roster that allows one or more 24 hour shifts shall:
- 8.2.4.1 be paid the Relieving Allowance, if payable, twice for each rostered 24 hour shift so worked; and
  - 8.2.4.2 have any Outduty performed during a rostered 24 hour shift counted as two Outduties for the purposes of subclause 12.17; and
  - 8.2.4.3 have the period before a Stand By becomes an Outduty during a rostered 24 hour shift doubled, but only if the Stand By is performed to cover the absence of another employee who was rostered to work a 24 hour shift; and
  - 8.2.4.4 have any compassionate leave taken during a rostered 24 hour shift counted as two shifts for the purposes of subclause 18.1; and
  - 8.2.4.5 have any unsupported sick leave absence taken during a rostered 24 hour shift counted as two separate occasions for the purposes of subclause 23.8 except:-
- 8.2.4.5.1 a part shift sick leave absence falling between 0800 and 1800 hours or a part shift sick leave absence between 1800 and 0800 will be counted as one occasion for the purposes of subclause 23.8.

8.2.4.5.2 The arrangements in subclause 8.2.4.5.1 will cease on the expiration of this Award unless either party terminates these arrangements sooner

8.2.4a In all cases, the Relieving Allowance paid at subclause 8.2.4.1 and the Outduties and leave counted at subclauses 8.2.4.2, 8.2.4.4 and 8.2.4.5 shall not be paid or counted either less or more than twice during a 24 hour rostered shift.

8.2.5 Subject to subclause 8.2.6, ~~the Department~~ Fire and Rescue NSW shall return an Operational Firefighter who is working an alternative roster to their default roster within fourteen days of receipt of a written request from the Operational Firefighter.

8.2.6 Where ~~the Department's~~ Fire and Rescue's agreement to the working of an alternative roster was conditional upon one or more Operational Firefighters working an alternative roster in concert with each other and one or more of those Operational Firefighters submits a written request to return to their default roster, ~~the Department~~ Fire and Rescue:

8.2.6.1 shall return the Operational Firefighter(s) who requested to return to their default roster within 28 days; and

8.2.6.2 shall notify the remaining Operational Firefighters, in writing, of that request within 7 days; and

8.2.6.3 may return the Operational Firefighters to their default rosters not less than 21 days following their receipt of notification at subclause 8.2.6.2.

### 8.3 Standard 10/14 Roster System

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

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

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

8.3.2 The shifts within the Standard 10/14 roster cycle shall be as set out in the Table at subclause 8.3 where: D = 0800 hours to 1800 hours; and N = 1800 hours to 0800 hours.

### 8.4 Back to Back Roster System

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

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

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

8.4.2 The shifts within the Back-to-Back roster cycle shall be as set out in the Table at subclause 8.4 where: D = 0600 hours to 1800 hours.

## 8.5 Overlap Roster System

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

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

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

8.5.2 The shifts within the Overlap roster cycle shall be as set out in the Table at subclause 8.5 where: D = 0700 hours to 1730 hours.

## 8.6 Special Roster System

8.6.1 The Special Roster System is a Monday to Friday day shift roster with the commencing and ceasing times for Monday to Thursday being 0800 hours to 1630 hours, respectively and for Friday 0800 hours to 1600 hours respectively.

8.7 Except for fire stations operating the Standard 10/14 roster system on the date of the making of this Award, the roster prescribed in subclause 8.3 of this clause shall not apply to fire stations which ~~the Department~~ Fire and Rescue NSW determines shall be staffed by employees on a full-time basis for less than 168 hours per week and by Retained Firefighters for the balance of the week where the ordinary hours not exceeding 40 per week shall be worked as directed by ~~the Department~~ Fire and Rescue NSW from time to time.

- 8.8 The average ordinary working hours of employees holding the classification of Recruit Firefighter shall be 40 hours per week. The rostered hours of work for Recruit Firefighters shall be arranged so that they shall not accrue 38 hour leave. The hourly rate of pay of an employee holding the classification of Recruit Firefighter shall be determined by dividing the weekly rate of pay for a Recruit Firefighter by 40.
- 8.9 Irrespective of which roster is for the time being applicable, the following general conditions shall apply:
- 8.9.1 In the event of an alarm, requiring any station to stand by or respond to an incident, being received at the station during roll call, the oncoming platoon shall, if required, respond to the incident. The off-going platoon shall remain on duty, if required, or until otherwise directed. Roll calls shall be conducted by the station bell being rung two minutes before rostered time to change shift.
  - 8.9.2 The oncoming shift available in the station may attend roll call without any overtime penalty being incurred, but on completion of the roll call and the Officer-in-Charge being satisfied that there are adequate staff for the shift, the off-going shift shall then be dismissed.
  - 8.9.3 No employee shall be charged with being absent from duty who misses the roll call at two minutes in the time set for the change of shift, provided that the employee is on station premises by the rostered time for the shift to commence. An employee retained beyond the ceasing time of the shift shall be paid overtime.
  - 8.9.4 If, when the oncoming platoon reports at a station at the time prescribed for the change of shift, the other platoon is proceeding to or attending an incident or alarm, the oncoming platoon, if so ordered, shall after roll call, proceed to the incident and the Officer or senior members of the platoon shall report, without delay, the arrival of the platoon to the Officer-in-Charge of the incident. The off-going platoon shall remain on duty at the incident until relieved.
  - 8.9.5 The Officer-in-Charge of the incident may, if in that Officer's judgment it is expedient, hold both the oncoming and off-going platoons for duty at the incident. If the off-going platoon is not held at the incident or is not detained at the incident for duty elsewhere, it shall report back to the station and shall remain available until the other platoon returns or until otherwise directed, when it shall be dismissed.
  - 8.9.6 In the event of one or more members of the ongoing platoon being absent an equal number of members in the platoon on duty shall be liable to be detained on duty until such time as they may be relieved. Nothing herein contained shall be deemed to sanction an unauthorised absence or to relieve the absent member from a liability to be charged with being absent without leave and dealt with accordingly.
- 8.10 The rosters provide for an amount of residual leave of 7.25 hours per annum, which is to be credited as consolidated leave, on the anniversary of the employee's date of commencement of employment by ~~the Department~~ Fire and Rescue NSW notwithstanding the provisions of subclause 8.8.
- 8.11 Employees shall not work in excess of sixteen (16) hours straight except in the case of a call to an incident or other emergency circumstances, or by agreement pursuant to subclause 8.12.
- 8.12 Employees may elect, but not be directed, to work in excess of sixteen (16) hours straight by way of overtime, an alternative roster or a change of shift agreement provided:
- 8.12.1 that such employees have ~~the Department's~~ Fire and Rescue's approval to do so; and
  - 8.12.2 that such employees have at least eight consecutive hours off duty between the cessation and recommencement of duty; and

- 8.12.3 that no employee shall be permitted to work in excess of twenty four (24) hours straight except in the case of a call to an incident or other emergency circumstances, or a staff shortage pursuant to subclause 8.9.6.

### 8.13 Executive Officers

Executive Officers shall work an average of forty ordinary hours per week on a flexible basis according to the needs of the organisation on any day of the week or at any time of the day.

### 8.14 Change of Shift Agreements

Notwithstanding anything to the contrary elsewhere within this Award, two or more Non-Officers, Officers or Senior Officers (as the case may be) may enter into a full or part change of shift agreement with each other subject to the following conditions:

- 8.14.1 Employees shall apply in writing at least 24 hours prior to performing a full or part change of shift. This application, which may provide for multiple and/or recurring changes of shift, shall include the number of hours, the relevant times and date(s) and the names and signatures of both the employee(s) seeking the change and the employee(s) who shall be working in their stead.

- 8.14.2 An approved change of shift agreement shall operate so that:

- 8.14.2.1 The employee who was originally rostered to work, but did not do so (Employee A) shall:

8.14.2.1.1 be paid the wages they would otherwise have been paid pursuant to subclause 6.2.1 for that shift or part shift; and

8.14.2.1.2 accrue the leave they would otherwise have accrued pursuant to Clauses 17, 20 and 23 for that shift or part shift; and

8.14.2.1.3 subject to subclauses 12.6 and 8.14.2.2.2, be paid the Relieving Allowance as if they had worked that shift or part shift.

- 8.14.2.2 The off-duty employee who works in Employee A's stead (Employee B) shall:

8.14.2.2.1 be recognised for and paid for all purposes other than those listed at subclauses 8.14.2.1 as if they had been rostered to work those hours, provided that any time so worked by Employee B in excess of Employee A's originally rostered hours will be paid as overtime pursuant to Clause 9; and

8.14.2.2.2 subject to subclause 12.6, be paid the Relieving Allowance provided: firstly; that Employee B shall always assume Employee A's base station for the purposes of Clause 12; and secondly; if Employee A and Employee B satisfy the requirements of subclause 12.6 then only Employee B shall be paid the Relieving Allowance and, if applicable, only Employee B shall be considered to have performed an Outduty.

- 8.14.2.3 Employees may take leave (including annual and long service leave) during an operative change of shift agreement ~~but shall not be permitted to work a change of shift while on such leave~~. Such employees shall not be required to make alternative arrangements (which, if necessary, shall be made instead by ~~the Department~~ Fire and Rescue NSW) in the event that they or any other employee who is party to that agreement takes leave, scheduled or otherwise.

- 8.14.2.4 If Employee A takes annual leave or long service leave during an operative change of shift agreement then Employee A shall have both the hours they were rostered to work

and the change of shift hours they had agreed to work for any other employee(s) deducted from Employee A's annual leave balance or long service leave balance.

8.14.2.5 If Employee B works an agreed change of shift for Employee A while Employee A is on annual leave or long service leave then Employee A shall be credited with the same number of annual leave or long service leave hours as worked by Employee B for Employee A.

8.14.2.6 If Employee B takes any form of leave (including, for example, sick leave) when scheduled to work an agreed change of shift for Employee A then those leave hours shall be deducted (but not paid for) from Employee B's relevant leave balance, unless it is a part change of shift agreement pursuant to 8.14.2.7.

8.14.2.7 Employee B may elect to enter into a change of shift agreement while on annual leave. In these circumstances, Employee B's entire annual leave period shall be debited for the hours they were rostered off on annual leave.

8.14.3 Employees shall not be permitted to perform full or part changes of shift immediately prior to or following their own rostered shift unless that full or part change of shift is to be worked at the same station as that rostered shift.

8.14.4 An on duty employee who has arranged a part change of shift shall not be permitted to leave duty until properly relieved by the employee who has agreed to work in their stead.

8.14.5 If there is a call of fire or any other emergency that disturbs or prevents a previously arranged part change of shift, no arrangement shall be made, or be expected to be made, to recall another employee. Any inconvenience shall be borne by the employees concerned without redress.

8.14.6 ~~The Department Fire and Rescue NSW~~ shall not refuse an application to perform a full or part change of shift without good and proper reason, but may cancel a previously approved change of shift on the same basis provided sufficient notice is given to the affected employees.

8.14.7 Subject to subclause 8.14.2.3, an employee who has entered into a change of shift agreement will remain bound by that agreement unless and until such time as the other employee(s) concerned agrees, in writing, to terminate that agreement, or a change of shift is cancelled by ~~the Department Fire and Rescue NSW~~ pursuant to subclause 8.14.6.

## 9. Overtime

9.1 Subject to subclause 9.2, overtime shall be paid for at the rate of time and one-half for the first two hours and at the rate of double time thereafter, provided that an employee who is required to work overtime shall be entitled to payment for at least 15 minutes of overtime on each occasion that the employee is called upon to work overtime. To avoid doubt, where work commences prior to the start of an employee's rostered shift and continues beyond the conclusion of that shift then the relevant rate of pay shall be determined by having regard to the entire period of overtime worked, so that any and all overtime worked in excess of two hours is paid at the rate of double time.

9.2 Any time worked by an employee in excess of 24 consecutive hours shall be paid for at the rate of double time, regardless of that employee's roster.

9.3 For meal allowance entitlements where an employee works overtime, see Clause 10, Meals and Refreshments.

9.4 When it is reasonably necessary for an employee who has returned to the station either before or after the ceasing hour of the shift to clean up before leaving the station, and thereby justifiably leaves the station after the ceasing hour, the time so reasonably and necessarily occupied beyond the ceasing hour shall be paid for as overtime.



- 9.5 The hourly rate of pay for an employee in the classification of Firefighter, Qualified Firefighter, Senior Firefighter, Leading Firefighter, Station Officer, Leading Station Officer, Inspector, Operational Support Level 1, Operational Support Level 2 or Operational Support Inspector shall be ascertained for the purpose of this clause by dividing the employee's "Per Week" rate of pay by 41.75. The hourly rate of pay for an employee in the classification of Recruit Firefighter, Operational Support Level 2a or Operational Support Level 3a shall be ascertained for the purpose of this clause by dividing the employee's "Per Week" rate of pay by 40.
- 9.6 Recall to Incident
- 9.6.1 An employee who is off duty and who is called upon, pursuant to subclause 9.6.2, to report for duty to attend an incident shall be entitled to a minimum payment equal to two hours at overtime rates.
- 9.6.2 Notwithstanding anything elsewhere contained in this clause, in the case of an incident, all employees off duty shall be liable to be called upon to report for duty and if called upon shall report immediately for duty
- 9.6.3 An employee who is on annual leave or long service leave and who reports for duty to attend an incident shall, in addition to payment pursuant to subclause 9.1, be credited with consolidated leave equal to the amount of time so worked.
- 9.6.4 For meal allowance entitlements when the employee remains on duty for a period of four hours or more in connection with a recall pursuant to subclause 9.6.1, see Clause 10, Meals and Refreshments.
- 9.7 Recall to Maintain Required Staffing Levels
- 9.7.1 An employee off duty who is required to report for duty for the purpose of maintaining required staffing levels shall, on so reporting, be entitled to a minimum payment equal to four hours at overtime rates.
- 9.8 Where an employee recalled pursuant to either subclauses 9.6.2 or 9.7.1:
- 9.8.1 Is required to transport the employee's gear from the station/location at which the gear is located to another station/location in order to perform the duties of the recall, such employee shall be paid the Kilometre Allowance set at Item 2 of Table 3 of Part C, for the distance travelled on the forward journey between the two locations, provided that employees who are placed upon a transfer register pursuant to clause 28, Transfers Outside of the GSA, and are claiming residential priority shall instead be paid the Kilometre Allowance for the distance between the permanently staffed station closest to their primary residence and the station/location where the duties of the recall are to be performed.
- 9.8.2 Is required to transport the employee's gear back to the station/location at which the gear was located because ~~the Department Fire and Rescue NSW~~ is unable to do so, the employee shall also be entitled to be paid kilometres equal to the forward journey at subclause 9.8.1. For the purpose of this subclause "distance travelled" means the agreed distance or, if the distance is not covered by a Matrix, the actual kilometres between the two stations/locations.
- 9.8.3 Incurs a toll as a consequence of using a bridge, tunnel or motorway when travelling to perform the recall, such employee shall be reimbursed for the cost of the toll.
- 9.9 On such nights as may be fixed by ~~the Department Fire and Rescue NSW~~ or by the Commissioner on reasonable notice in the circumstances not exceeding two nights in any week, an employee shall work such overtime as is reasonably necessary for usual Brigade inspections, or for giving instructions to Retained Firefighters.
- 9.10 When overtime work is necessary it shall, except in the case of an emergency, be so arranged that employees have at least eight consecutive hours off duty between the work of successive shifts. Where



an employee works so much overtime between the termination of the employee's ordinary work on any day or shift, and the commencement of the employee's ordinary work on the next day or shift, that the employee has not had at least eight consecutive hours off duty between these times, the employee shall be released after completion of such overtime until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

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

## **10. Meals and Refreshments**

### **10.1 Attendance at an Incident**

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

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

10.1.3 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.

### **10.2 Payment in Lieu of the Provision of Refreshments/Meals**

10.2.1 Where Refreshments are not provided in terms of subclause 10.1.2, the Refreshment Allowance set at Item 15 of Table 3 of Part C, shall be paid.

10.2.2 Where an Emergency Meal is supplied in lieu of a Substantial Meal, the Refreshment Allowance set at Item 15 of Table 3 of Part C, shall be paid.

10.2.3 Where a Substantial Meal or Emergency Meal is not provided in terms of subclause 10.1.3, the Meal Allowance set at Item 14 of Table 3 of Part C, shall be paid.

### **10.3 During Overtime**

10.3.1 An employee who works overtime which:

10.3.1.1 involves the attendance at an incident shall be provided with refreshments/meals in terms of subclauses 10.1.2 and 10.1.3 or the payment in lieu thereof as prescribed in subclause 10.2;

10.3.1.2 does not involve attendance at an incident and is not a recall for the purpose of maintaining required staffing levels, shall, if such overtime extends for more than two hours, be paid the Meal Allowance set out at Item 14 of Table 3 of Part C. After every subsequent four hours of such overtime worked, the Refreshment Allowance set out at Item 15 of Table 3 of Part C, shall be paid.

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

10.4.1 The payments referred to in subclause 10.3.1.2 (only) shall, unless the Officer-in-Charge is not available to make such payment, be made prior to or at the cessation of the shift or overtime as the case may be. In cases where the Officer-in-Charge is not available to make payment, the employee shall be paid at the earliest opportunity thereafter.

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

10.4.2.1 The Meal Allowance at Item 14 of Table 3 of Part C, 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.

10.4.2.2 The Refreshment Allowance in Item 15 of Table 3 is half, rounded to the nearest five cents, of the Meal Allowance in Item 14 of Table 3 of Part C.

10.4.2.3 The amounts specified in 10.4.2.1 and 10.4.2.2 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).

## 11. Transport

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

## 12. Relieving Provisions

12.1 The provisions of this clause shall only apply to:

12.1.1 Relieving Employees, as defined in Clause 4, when such employees work a rostered shift at either the employee's base station/location or performs a relief duty at another station/location; and

12.1.2 Other employees when such employees perform an "Outduty", as defined in Clause 4.

12.2 Relieving Employees shall be assigned to a base station/location which, as far as is practicable having regard to ~~the Fire and Rescue Department NSW~~'s operational requirements, is in the employee's stated preferred Zone, or in the Zone closest to the employee's residence.

12.3 Relieving Employees shall report for duty at their base station/location unless otherwise directed.

12.4 Subject to the exceptions in subclause 12.4.1, employees cannot be directed to perform relief duty outside the Fire District to which they are attached.

12.4.1 Exceptions

12.4.1.1 Relieving Employees (pursuant to subclause 12.1.1);

12.4.1.2 Employees (pursuant to subclause 12.1.2) who are placed upon a transfer register pursuant to clause 28, Transfers Outside of the GSA, and are claiming residential priority may be directed to relieve in an area to which that transfer register applies.

12.5 Notwithstanding the provisions of subclause 12.4, any employee may elect to perform relief duty outside the Fire District to which they are attached.

## 12.6 Relieving Allowance

12.6.1 The Relieving Allowance set at Item 16 of Table 3 of Part C shall be paid to:

- 12.6.1.1 a Relieving Employee for each rostered shift worked by the employee at the employee's base station and, except as provided for by subclause 12.6.2 or as otherwise provided by this Award, for each rostered shift on which the employee performs a relief duty at another station/location.
- 12.6.1.2 other employees on each occasion, except as provided for by subclause 12.6.2 or as otherwise provided by this Award, when such employees perform an Outduty in terms of subclause 12.1.2.

12.6.2 Unless otherwise provided in this Award, the Relieving Allowance prescribed in subclause 12.6.1 shall not be paid to either a Relieving Employee (or other employee pursuant to subclause 12.1.2) in cases where the employee is compensated for excess travelling time and/or payment for travel/accommodation expenses in accordance with the provisions of Clause 26, Travelling Compensation.

12.7 Unless specifically provided for elsewhere in this clause, when a Relieving Employee (or other employee pursuant to subclause 12.1.2) is required to perform relief duty on a rostered shift at another station/location:

12.7.1 included within a Matrix and for which an agreed distance therefore exists, the employee shall be entitled to, in addition to the relieving allowance, payment of the Kilometre Allowance set out at Item 2 of Table 3 of Part C, for that agreed distance.

12.7.2 not included within a Matrix or where the base station/location and other stations/locations are in separate Matrices and therefore not covered by subclause 12.7.1:

12.7.2.1 with prior notice, the employee shall be entitled to payment of:

12.7.2.1.1 the Relieving Allowance; and

12.7.2.1.2 if required to transport the employee's gear in order to perform the relief duty, the Kilometre Allowance set out at Item 2 of Table 3 of Part C, for the distance travelled on the forward journey from the station/location at which the gear is located to the relief station/location; and

12.7.2.1.3 for travel other than for the transport of the employee's gear, the Kilometre Allowance set out at Item 2 of Table 3 of Part C for any excess distance travelled. For the purposes of this subclause, excess distance shall be any distance actually and reasonably travelled by the employee to the relief station/location in excess of that normally travelled by the employee to report for duty at the employee's base station/location; and

12.7.2.1.4 if ~~the Department Fire and Rescue NSW~~ is unable to transport the employee's gear back to the station/location at which the gear was located, the Kilometre Allowance set out at Item 2 of Table 3 of Part C, for the return kilometres equal to the forward journey.

12.7.2.2 without prior notice, the employee shall be entitled to, in addition to the relieving allowance, payment of the Kilometre Allowance set out at Item 2 of Table 3 of Part C, for the distance actually travelled.

12.7.2.3 For the purpose of this subclause "prior notice" means notice given whilst the employee was on duty, either during their rostered hours of work or whilst on overtime.

- 12.7.2.4 For the purposes of subclauses 12.7.2.1.2 and 12.7.2.1.4 only, if an employee elects to perform relief duty outside of the fire district to which they are attached then the employee's base station/location shall be the closest permanently staffed station to their primary residence.
- 12.7.2.5 the provisions of subclause 12.7.2.1 are to be read in conjunction with the provisions of subclause 12.8.
- 12.8 If, in a particular case, an employee considers that the presumed "no disadvantage" envisaged in the provisions of 12.7.2.1 is in fact not the case, the employee may submit a claim for the total compensation that the employee considers to be reasonable in the circumstances. All such claims must be supported with written reasons.
- 12.9 For the purpose of this Clause, "distance" shall mean the agreed return distance prescribed between two stations/locations in a Matrix. Each Matrix shall stand alone for the purpose of calculating the relevant distance. If the distance between two stations/locations is not prescribed in a Matrix, then "distance" shall mean the actual distance necessarily and reasonably travelled.
- 12.10 The parties acknowledge that the majority of the distances contained in the Matrices have been calculated using an electronic measuring device. In the event that a discrepancy is identified, the distance in question shall first be rechecked using the electronic measuring device. If the discrepancy still exists then the distance in question shall be checked using, if practicable, a motor vehicle, and if not, some other method agreed to by ~~the Department~~ Fire and Rescue NSW and the Union.
- 12.10.1 If a distance in the Matrices is found to be incorrect, then a new agreed distance will be determined. Any new distance and its effective date will be published in the next available Commissioner's Orders.
- 12.10.2 In cases where the corrected distance is more than that shown in the Matrices, it will take effect from the beginning of the pay period in which the discrepancy was first notified in writing by an employee.
- 12.10.3 In cases where the revised distance is less than that contained in the Matrices, the new distance will operate prospectively from the beginning of the first pay period to commence on or after the date that the new distance is published in Commissioner's Orders.
- 12.11 Multiple Reliefs During a Rostered Shift.
- 12.11.1 Where a Relieving Employee (or other employee pursuant to subclause 12.1.2) performs relief duties during a rostered shift at more than one station/location, payment shall be made for kilometres for the forward journey/journeys between the station at which duty commenced and the subsequent station/s and between the station at which duty ceased and the station at which duty commenced. Provided that this provision shall not reduce any entitlement that the employee may have in relation to commencing duty at the station at which duty commenced.
- 12.11.2 The provisions of subclause 12.11.1 shall not apply in cases where the provisions of Clause 26, Travelling Compensation, apply.
- 12.12 Provision of Transport
- 12.12.1 Where a Relieving Employee (or other employee pursuant to subclause 12.1.2) is directed without prior notice after the commencement of a rostered shift, to perform relief duty at another station/location, the employee may request the provision of transport by ~~the Department~~ Fire and Rescue NSW.
- 12.12.2 Where an employee requests the provision of transport in terms of subclause 12.12.1, the employee shall be entitled to the following provisions. Apart from these provisions, no other provisions of this clause shall apply.

- 12.12.2.1 Payment of the Relieving Allowance.
  - 12.12.2.2 Except if the employee makes an election in terms of subclause 12.12.2.3, the employee shall be entitled to transport back to the station/location at which duty commenced and to travelling time as prescribed in Clause 26, Travelling Compensation, for the time actually taken, from the completion of duty, to return to the station at which duty commenced.
  - 12.12.2.3 Where an employee elects to return to the station/location after completion of duty to the station at which duty commenced by the employee's own means, the employee shall be entitled to be paid the Kilometre Allowance set at Item 2 of Table 3 of Part C, for half the distance prescribed in the relevant Matrix. If no distance is prescribed, the distance shall be the actual distance necessarily and reasonably travelled by the employee to return to the station at which duty commenced.
- 12.13 Where a Relieving Employee (or other employee pursuant to subclause 12.1.2) incurs a toll as a consequence of using a bridge, tunnel or motorway when travelling to perform a relief duty, such employee shall be reimbursed for the cost of the toll.
- 12.14 A Relieving Employee (or other employee pursuant to subclause 12.1.2), who is directed to perform a relief duty on a rostered shift at a station/location which requires the employee to reside at a place other than the employee's residence, shall be entitled to the relevant provisions of Clause 26, Travelling Compensation, in lieu of the provisions of this clause.
- 12.15 Where a Relieving Employee (or other employee pursuant to subclause 12.1.2) performs a relief at a station/location which, under normal circumstances would not require the employee to reside at a place other than the employee's residence, but because of special circumstances the employee is given approval by ~~the Department~~ Fire and Rescue NSW for accommodation in order to have sufficient rest before returning home, the employee shall be entitled to the following:
- 12.15.1 Appropriate accommodation provided or arranged by ~~the Department~~ Fire and Rescue NSW.
  - 12.15.2 Retention of the Relieving Allowance.
  - 12.15.3 With the exception of travelling time and costs for travel, the relevant provisions of Clause 26, Travelling Compensation.
  - 12.15.4 The Kilometre Allowance set at Item 2 of Table 3 of Part C, as if the employee had not stayed in the accommodation.
- 12.16 The Relieving Allowance set at Item 16 and the Kilometre Allowance set at Item 2 of Table 3 of Part C, include compensation for excess travelling time and the cost of excess travel to and from the station/locations at which relief duties are performed on a rostered shift.
- 12.17 Performance of Outduties.
- 12.17.1 An employee cannot be directed to perform more than twelve (12) Outduties in any Calendar year, unless the employee is a Leading Station Officer who is performing higher duties pursuant to Clause 7.
  - 12.17.2 Notwithstanding the provisions of subclause 12.17.1, an employee may elect to perform more than twelve (12) Outduties in any Calendar year.
- 12.18 The provisions of this clause do not apply in cases where an employee acts up in a position following an expression of interest pursuant to subclause 7.10.2 or where an employee acts up as an Executive Officer, or where an employee, not being a Relieving Employee, acts up at the employee's base station/location.

- 12.19 Unless specifically provided for by this Clause, the provisions of Clause 12, Relieving Provisions and Clause 26, Travelling Compensation, shall be mutually exclusive. That is, an employee shall be entitled to claim, in relation to a particular situation, under either Clause 12, or Clause 26, shall not be entitled to claim under both.
- 12.20 Notwithstanding subclause 12.19, a relieving employee who:
- 12.20.1 is directed to perform relief duty outside the fire district to which they are attached and who is entitled to claim the provisions of subclause 26.3.1; and/or
  - 12.20.2 is directed to perform overtime at a temporary work location before the normal commencing time of their rostered shift and who is entitled to claim the provisions of subclause 26.3.1.1;
- shall be paid such entitlements and retain the entitlements of Clause 12.
- 12.21 Where an employee is required to use the employee's private vehicle to perform a Stand By, compensation shall only be in terms of subclause 6.6.2.1.

#### **12a. Intrastate, Interstate and International Deployments**

- 12a.1 Subject to subclause 12a.2, the provisions of this Clause shall apply to employees who are invited and who elect to respond to an extended intrastate, interstate or international emergency as part of a deployment. In agreement with the Union the provisions of clause 12a may be applied to training.

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

- 12a.2 The general provisions of this Award shall apply to employees who attend intrastate (NSW), interstate or international deployments of 48 hours or less. In the case of routine cross border incidents and/or interstate or international deployments of less than 48 hours and/or direction to respond to an interstate or international emergency, employees shall remain entitled to the general provisions of this Award and the special provisions of this Clause shall not apply.

- 12a.3 Employees shall be paid for travelling time to and from the emergency:

- 12a.3.1 on the day of departure until midnight Sydney time, in accordance with Clause 26, provided that subclauses 26.1.4, 26.1.7 and 26.2 shall not apply; and
- 12a.3.2 on any day between the day of departure to and the day of return from the deployment, in accordance with subclause 12a.4.2; and
- 12a.3.3 on the day of return, in accordance with Clause 26, provided that subclauses 26.1.4, 26.1.7 and 26.2 shall not apply.

- 12a.4 Employees shall be paid for work performed:

- 12a.4.1 on the day of departure until midnight Sydney time, at single time during their rostered hours of work pursuant to Clause 8, and at overtime rates otherwise; and
- 12a.4.2 for each day between the day of departure to and the day of return from the deployment, all time at single time, provided that:

- 12a.4.2.1 employees shall receive a minimum payment for each day equal to 16 hours per day, regardless of the hours actually worked; and
- 12a.4.2.2 any time actually worked at the direction of an employee's authorised supervisor in excess of 16 hours shall be paid at double time; and
- 12a.4.2.3 employees on double time pursuant to subclause 12a.4.3.2 who resume or continue work without having had 8 consecutive hours off duty shall continue to be paid at the rate of double time until released from duty for such period, and such employees shall be entitled to remain off duty for eight consecutive hours without loss of pay at subclause 12a.4.3.1; and
- 12a.4.3 from midnight Sydney time on the day of return, at single time during their rostered hours of work pursuant to Clause 8, and at overtime rates otherwise.

#### 12a.5 Accommodation for Intrastate (NSW) and Interstate Deployments

- 12a.5.1 Employees on ~~interstate~~ deployment who are not provided with accommodation of a standard comparable to that required in NSW shall be paid the relevant accommodation allowance set at Item 7 of Table 4 of Part C or, if the deployment location is not listed in Table 4, the reasonable accommodation allowance for that location as published by Australian Taxation Office (ATO) subject to sub clause 12a.5.3.

- 12a.5.2 Employees who are provided with accommodation shall be paid the Incidental Expenses Allowance set at Item 8 of Table 4 of Part C, for each day of attendance.

12a.5.3 Employees who are required to sleep in the field (e.g. a tent, marquee, dormitory or any other similar sleeping arrangement) as part of a deployment, will be paid instead a Field Allowance as set at Item 21 of Table 3. This allowance is only to compensate employees for the accommodation provided-

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

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

- 12a.6.1 Employees on intrastate (NSW) or interstate deployment shall be provided with substantial meals for breakfast, lunch and dinner throughout the period of deployment.
- 12a.6.2 For each meal not provided in accordance with subclause 12a.6.1, the Meal Allowance set at Item 14 of Table 3 of Part C shall be paid.
- 12a.6.3 Where employees are required to work between the meals provided for in subclause 12a.6.1, such employees shall be entitled to the refreshments and meals prescribed by subclause 10.1.

#### 12a.7 Deployment Allowance for International Deployments

Employees on international deployment shall be paid the Deployment Allowance set at Item 17 of Table 3 of Part C for each calendar day, or part thereof, from the day of departure until the day of return, inclusive.

#### 12a.8 Additional Provisions

- 12a.8.1 While intrastate (NSW), interstate or international deployment does not in itself attract the relieving allowance, a Relieving Employee shall continue to be paid the relieving allowance for those days on which the Relieving Employee would normally have been rostered for duty.

- 12a.8.2 An employee in receipt of any of the allowances set at subclauses 6.6.3 to 6.6.13 (inclusive) immediately prior to their deployment shall continue to be paid those allowances.
- 12a.8.3 An employee who was performing higher duties immediately prior to their deployment shall continue to be paid at that rate of pay of the rank or classification in which the higher duties were being performed.
- 12a.8.4 Any time worked pursuant to subclause 12a.4.2 shall only be compensated for by subclause 12a.4.2, provided that an employee shall continue to accrue leave as if they had worked their rostered hours of work pursuant to Clause 8.
- 12a.8.5 The provisions of subclause 6.8 notwithstanding, the Commissioner may approve an additional payment for an Executive Officer who, while on intrastate (NSW), interstate or international deployment, worked additional hours to those contemplated by subclause by 6.8.2.
- 12a.8.6 Any stand off period shall be determined by the Commissioner having regard to each employee's actual hours of work prior to and during their deployment, and to their rostered hours of work following their deployment. Employees who are granted stand off time shall do so without loss of pay for ordinary working time during such absence.

### **13. Progression and Promotion Provisions**

- 13.1 This clause prescribes:

- 13.1.1 progression and promotion provisions, and;
- 13.1.2 the constitution and operation of the Training Review Committee.

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

- 13.2 All employees shall commence and remain on probation until the expiration of six weeks following their progression to Firefighter and shall thereafter be required to satisfy and maintain the competencies specified, by the Commissioner on the advice of the Training Review Committee, for the classification to which they are appointed.

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

- 13.3 Progression from Recruit Firefighter to Firefighter shall be subject to the satisfactory completion of the training and/or training competencies undertaken at the Fire and Rescue NSW Training College and specified, by the Commissioner on the advice of the Training Review Committee, for progression to Firefighter.

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

- 13.4 Progression from Firefighter to Qualified Firefighter shall be subject to twenty four (24) months service from the date of commencement as a Recruit Firefighter and the satisfactory completion of the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for progression to Qualified Firefighter.
- 13.5 Progression to Qualified Firefighter is a mandatory achievement required for all Firefighters. Failure to achieve progression to this classification within a reasonable time will result in the employee being considered unsuitable for continued employment, and the employment of such an employee will be terminated accordingly. In such circumstances, ~~the Department~~ Fire and Rescue NSW will advise the Union that the services of the employee are to be terminated.

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



- 13.6 Progression from Qualified Firefighter to Senior Firefighter shall be subject to at least seventy two (72) months service from the date of commencement as a Recruit Firefighter and the satisfactory completion of the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for progression to Senior Firefighter.

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

- 13.7 Progression from Senior Firefighter to Leading Firefighter shall be subject to the satisfactory completion of the Leading Firefighter Program specified by the Commissioner on the advice of the Training Review Committee.

13.7.1 Applications for Leading Firefighter Program positions shall be called for from eligible applicants in Commissioner's Orders, with the closing date for applications to follow four weeks thereafter. The number and location of Leading Firefighter Program positions available shall be specified in the same Commissioner's Orders, and shall be solely dependent on the staffing needs of the ~~Department~~Fire and Rescue NSW.

13.7.2 An eligible applicant for the purposes of subclauses 13.7.1 and 13.7.3 shall be a Senior Firefighter who: firstly, has completed at least twenty four (24) months service with Fire and Rescue NSW at Senior Firefighter rank as of the closing date for applications; secondly, has already taken the tests referred in subclause 13.7.3; and thirdly, is permanently attached to a station within the Transfer Register area in which the Leading Firefighter Program position is available. For the purposes of subclause 13.7 only, the GSA shall be considered a Transfer Register area and a permanent occupant of an Operational Support position (an Operational Support applicant) shall be considered to be permanently attached to a station within the GSA regardless of their actual work location.

13.7.3 The successful applicants for Leading Firefighter Program positions shall be determined by order of the results achieved by eligible applicants in tests specified by the Commissioner following consultation between ~~the Department~~Fire and Rescue NSW and the Union. ~~The Department~~Fire and Rescue NSW shall accept the same number of eligible applicants as there were positions advertised for that location in accordance with subclause 13.7.1, provided that for each Operational Support applicant who is initially accepted ~~the Department~~Fire and Rescue NSW shall also accept one further non-Operational Support applicant, so that the final number of non-Operational Support applicants accepted within the GSA shall be equal to the number of positions advertised.

13.7.4 Senior Firefighters accepted onto the Leading Firefighter Program who subsequently fail to satisfactorily complete the Program within a reasonable time shall be removed from the Program and shall not be readmitted to the Program unless and until such time as they successfully re-apply pursuant to subclauses 13.7.1, 13.7.2 and 13.7.3.

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

- 13.8 Promotion from Leading Firefighter to Station Officer shall be determined by the merit selection process specified by the Commissioner following consultation between ~~the Department~~Fire and Rescue NSW and the Union and shall be subject to successful application for an advertised Station Officer vacancy and the subsequent satisfactory completion of the Station Officer Program specified by the Commissioner on the advice of the Training Review Committee.

13.8.1 Subject to subclause 28.7, applications for promotion to Station Officer shall be called for from Leading Firefighters with at least twelve (12) months service with Fire and Rescue NSW at that rank as of the closing date for applications, in Commissioner's Orders, with the closing date for applications to follow four weeks thereafter. The number (and, if located outside of the GSA and Regional Transfer Register areas listed at subclause 28.2.2, both the number and the location) of Station Officer positions available shall be specified in the same Commissioner's Orders, and shall be solely dependent on the staffing needs of the ~~Department~~Fire and Rescue NSW.

- 13.8.2 Leading Firefighters who successfully apply pursuant to subclause 13.8.1 (or Senior Firefighters who successfully apply pursuant to subclause 28.7.2) and who subsequently fail to satisfactorily complete the Station Officer Program within a reasonable time shall be removed from the Program and shall cease to be eligible for such promotion. Nothing shall prevent such employees from re-applying pursuant to subclause 13.8.1.

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

- 13.9 Progression from Station Officer to Leading Station Officer shall be subject to the satisfactory completion of the Leading Station Officer Program specified by the Commissioner on the advice of the Training Review Committee and, in the case of a Station Officer who is a permanent occupant of an Operational Support Level 1 or Level 2 position or who applies pursuant to subclause 13.9.2.1.2, transfer to a station within the GSA.
- 13.9.1 Applications for Leading Station Officer Program positions shall be called for from eligible applicants in Commissioner's Orders, with the closing date for applications to follow four weeks thereafter. The number and location of Leading Station Officer Program positions available shall be specified in the same Commissioner's Orders, and shall be solely dependent on the staffing needs of the ~~Department~~Fire and Rescue NSW.
- 13.9.2 An eligible applicant for the purposes of subclauses 13.9.1 and 13.9.3 shall be a Station Officer who has completed at least twelve (12) months service with Fire and Rescue NSW at Station Officer rank as of the closing date for applications, provided that:
- 13.9.2.1 if the Leading Station Officer Program position available is located within the GSA, the applicant must also be either:
- 13.9.2.1.1 permanently attached to a station within the GSA; or
- 13.9.2.1.2 permanently attached to a station located both outside of the GSA and outside of a Regional Transfer Register Area; or
- 13.9.2.1.3 the permanent occupant of an Operational Support position; or
- 13.9.2.2 if the Leading Station Officer Program position available is located outside of the GSA but within a Regional Transfer Register Area, the applicant must also be permanently attached to a station within that Regional Transfer Register area; or
- 13.9.2.3 if the Leading Station Officer Program position available is at a Country Officer station (as defined by subclause 28.7.2.1) and there is no Station Officer vacancy at that station, the applicant must also be permanently attached to that station.
- 13.9.3 The successful applicants for a Leading Station Officer Program position shall be selected from the eligible applicants using the selection process specified by the Commissioner following consultation between ~~the Department~~Fire and Rescue NSW and the Union. ~~The Department~~Fire and Rescue NSW shall accept the same number of suitable eligible applicants as there were positions advertised for that location in accordance with subclause 13.9.1.
- 13.9.4 Station Officers accepted onto the Leading Station Officer Program who subsequently fail to satisfactorily complete the Program within a reasonable time shall be removed from the Program and shall not be readmitted to the Program unless and until such time as they successfully re-apply pursuant to subclauses 13.9.1, 13.9.2 and 13.9.3.

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

- 13.10 Promotion from Leading Station Officer to Inspector shall be determined by the merit selection process specified by the Commissioner following consultation between ~~the Department~~Fire and Rescue NSW and the Union and shall be subject to successful application for an advertised Inspector vacancy

and the subsequent satisfactory completion of the Inspector Program specified, by the Commissioner on the advice of the Training Review Committee.

13.10.1 Subject to subclause 28.7, applications for promotion to Inspector shall be called for from Leading Station Officers with at least twelve (12) months service with Fire and Rescue NSW at that rank as of the closing date of applications, in Commissioner's Orders, with the closing dates of applications to follow four weeks thereafter. The number (and, if located in areas outside of the GSA and the Newcastle, Central Coast and Illawarra Transfer Register areas, both the number and the location) of Inspector and/or Operational Support Inspector positions available shall be specified in the same Commissioner's Orders, and shall be solely dependent on the forward planning needs of the ~~Department~~Fire and Rescue NSW.

13.10.2 Leading Station Officers who successfully apply pursuant to subclause 13.10.1 (or Station Officers who successfully apply pursuant to subclause 28.7.3 or 28.7.4) and who subsequently fail to satisfactorily complete the Inspector Program within a reasonable time shall be removed from the Program and shall cease to be eligible for such promotion. Nothing shall prevent such employees from re-applying pursuant to subclause 13.10.1.

### **Inspector to Superintendent**

13.11 Promotion from Inspector to Superintendent shall be determined by the merit selection process specified by the Commissioner following consultation between ~~the Department~~Fire and Rescue NSW and the Union.

### **Chief Superintendent**

13.12 Promotion from Inspector or Superintendent to Chief Superintendent shall be determined by the merit selection process specified by the Commissioner following consultation between ~~the Department~~Fire and Rescue NSW and the Union.

### **General Provisions**

13.13 While the progression/promotion provisions specified in this clause refer to minimum periods of service as one of the requirements for such progression/promotion, ~~the Department~~Fire and Rescue NSW and the Union acknowledge and accept that:

13.13.1 as the competency standards/levels required by Fire and Rescue NSW are determined and established for each classification, the requirement for minimum periods of service may, on specification by the Commissioner following consultation between ~~the Department~~Fire and Rescue NSW and the Union in each case, no longer apply.

13.13.2 the competency standards/levels required by Fire and Rescue NSW for each classification shall be those as determined from time to time by the Commissioner on the advice of the Training Review Committee.

13.13.3 an employee with prior employment in the firefighting industry may apply to have the minimum periods of service required for their progression to Qualified Firefighter and/or to Senior Firefighter reduced. The extent of any reduction, which shall not be retrospective, shall be determined by the Commissioner after taking into account all of the circumstances of the employee's prior employment.

13.14 In all cases, progression/promotion shall, in addition to the provisions specified for such progression/promotion, also be subject to satisfactory service.

13.15 The date that an employee satisfactorily completes the required training and/or training competencies shall be the date that the employee applied to be assessed and not the actual date of their assessment. Where an employee is assessed as not yet competent in any of the required training and/or training competencies then, provided the firefighter requests re-assessment within one month of the 'not yet competent' assessment, the date of satisfactory completion will be set back by one month after the date

the firefighter first applied to be assessed.

- 13.16 The reference to “reasonable time” in subclauses 13.5, 13.7.4, 13.8.2, 13.9.4 and 13.10.2 means, in each instance, a period in excess of twelve (12) months. The excess time to be allowed shall be determined by the Commissioner after taking into account all of the circumstances of the case of the employee concerned.

#### **Training Review Committee (TRC)**

- 13.17 The TRC shall provide advice to the Commissioner on an effective and equitable system of training in Fire and Rescue NSW using the principles of Competency Based Training.
- 13.18 The structure of the TRC will consist of 3 representatives of ~~the Department~~ Fire and Rescue NSW and 3 representatives of the Union.
- 13.19 The Chairperson of the Committee will alternate every 12 months between a nominee of ~~the Department~~ Fire and Rescue NSW and the Union.
- 13.20 The role of the TRC will include (but not be limited to):
- 13.20.1 advising on the further development of training throughout Fire and Rescue NSW;
  - 13.20.2 advising on the implementation of a Competency Based Training regime throughout Fire and Rescue NSW;
  - 13.20.3 considering Recognised Prior Learning (RPL) policy generally and in particular, the consideration of individual applications for RPL.
- 13.21 Procedure
- 13.21.1 The TRC will meet at least once every four weeks, or as otherwise agreed between the parties;
  - 13.21.2 Members who are on shift on the day of the meeting will be released from day to day operations, except in the event of an incident or other emergency circumstances, for the purposes of fulfilling the above roles;
  - 13.21.3 The TRC will be adequately resourced by ~~the Department~~ Fire and Rescue NSW so that it can effectively fulfil the above roles.
- 13.22 The Commissioner is not bound to accept the advice of the TRC and may act independently of the TRC to implement changes to training, competencies and other matters covered by Clause 13 within Fire and Rescue NSW provided that notice of any such decision to implement change is notified in accordance with clause 36.6 in which case clauses 36.7 to 36.9 inclusive shall apply.

## **14. Operational Support Positions**

### **Establishment of Operational Support Positions**

- 14.1 Operational Support positions shall be identified and established as such by the Commissioner.
- 14.2 The format and content of each Position Description referred to in subclause 14.4 shall be determined by the Commissioner, but shall include, for each position:
- 14.2.1 Title;
  - 14.2.2 Statement of duties;

- 14.2.3 Essential qualifications, which shall for all Operational Support Level 1 ~~and~~ ~~Level 2 and Level 3~~ positions include at least forty eight (48) months service from the date of commencement as a Recruit Firefighter;
  - 14.2.4 Hours of work, specifying which roster is to be worked pursuant to Clause 8 of this Award; and
  - 14.2.5 Operational Support classification, either Level 1, ~~or~~ Level 2, ~~or~~ Inspector ~~or~~ Inspector Level 3, which shall be determined by the Commissioner following consultation with the Union.
- 14.3 A copy of each proposed new or varied Position Description will be forwarded to the Union which may elect to provide a response within 14 days, and the Commissioner shall take any response into account before making a determination. Subject to any orders of the Industrial Relations Commission, a new or varied Position Description will take effect 7 days following written notification to the Union of the Commissioner's determination.
- 14.4 A register of established Operational Support Position Descriptions shall be maintained by both parties. Once established, Position Descriptions may only be varied by the Commissioner, subject to 14.2 and 14.3.

#### **General Conditions for Operational Support Positions**

- 14.5 Appointment to Operational Support positions will be determined by merit selection and will be subject to the occurrence of a vacancy.
- 14.5.1. Applications for Operational Support positions shall be called for from eligible employees in Commissioner's Orders, with the closing date of applications to follow four weeks thereafter.
- ~~14.5.24~~ In the event that no eligible employees apply for a ComSafe (only) Operational Support Level 1 or Level 2 position at subclause 14.5.1 or that the merit selection process finds those who did apply unsuitable for the ComSafe position in question, applications shall again be called for from eligible employees and, if the Commissioner elects, from all Retained Firefighters with at least 48 months service with Fire and Rescue NSW as a Retained Firefighter as of the closing date for applications in Commissioner's Orders, with the closing date of applications to follow four weeks thereafter.
- 14.6 Subject to subclause 14.1~~224~~, the rates of pay for employees occupying Operational Support positions are as specified in Table 2 of Part C, Monetary Rates.
- 14.7 Unless expressly provided elsewhere within this Award, the general conditions of employment for occupants of Operational Support positions shall be the same as those applying to Operational Firefighters generally pursuant to subclauses 1.4 and 1.5 of this Award.
- 14.8 Time spent in an Operational Support position shall count for the minimum periods of service required by Clause 13 Progression and Promotion.
- 14.9 Occupants of Operational Support positions who are temporarily directed to undertake operational firefighting duties and/or attend an incident in the capacity of their substantive operational rank, not their Operational Support position, shall continue to be paid at their Operational Support position's rate of pay.
- 14.9a Occupants of Operational Support positions who request and who are permitted to temporarily resume operational firefighting duties shall revert to, and be paid at the rate of, their substantive operational rank for the duration of such resumption. Provided that this subclause shall not apply in the case of ~~interstate and international~~ deployments pursuant to Clause 12a.

14.10 The Commissioner, in accordance with subclause 14.3, may decide to advertise a particular position as both an Operational Support Station Officer and Operational Support Level 2, in which case, the Operational Support Level 2 position will be advertised in Commissioner's Orders first. Should no

application be received or no candidate found meritorious, then the position will be readvertised in Commissioner's Orders as an Operational Support Station Officer and Operational Support Level 2, in which case, all employees with at least 48 months service may apply, and if successful, be appointed to the classification of Operational Support Level 2 and paid at the Operational Support Station Officer rate of pay as expressed in Table 2 of the Award. Applicants holding the rank of Station Officer may be appointed as either an Operational Support Station Officer or Operational Support Level 2. Applicants holding the rank of Leading Firefighter shall be appointed as an Operational Support Station Officer.

14.10.1 In the event that no Station Officer or Leading Firefighter apply for an Operational Support Station Officer position or that the merit selection process finds those who did apply unsuitable for the Operational Support Station Officer position in question, the vacancy shall be readvertised through Commissioner's Orders and filled by merit selection from all Senior Firefighters with at least 36 months service with Fire and Rescue NSW as a Senior Firefighter as of the closing date for applications.

14.10.2 A Senior Firefighter who successfully applies for an Operational Support Station Officer vacancy pursuant to subclause 14.10.1 shall be required to satisfactorily complete the Leading Firefighter Program (pursuant to subclause 13.7.4) prior to their transfer to the station/location and performance of the duties of the vacant Operational Support Station Officer position subject to subclause 7.5.5, provided that a Senior Firefighter who successfully applies for an Operational Support Station Officer position and who then satisfactorily completes the Leading Firefighter Program shall not be progressed to Leading Firefighter and/or promoted to Station Officer until they also satisfactorily complete the Station Officer Program and then subclause 13.15 shall then apply.

14.10.3 Senior Firefighters who successfully apply pursuant to subclause 14.10.1 and who subsequently fail to satisfactorily complete the Station Officer Program (pursuant to subclause 13.8.2) within a reasonable time (as stipulated in subclause 13.16) shall be removed from the Program and shall cease to be eligible for such promotion. Nothing shall prevent such employees from re-applying pursuant to subclause 14.10.1.

14.10.4 A Senior Firefighter selected pursuant to subclause 14.10.1 will be required to serve a period of 3 years in the position of Operational Support Station Officer, from the date of their transfer pursuant to subclause 7.5.5.

14.10.5 A Station Officer or Leading Firefighter selected pursuant to subclause 14.10 will be required to serve a period of 2 years in the position of Operational Support Station Officer, from the date of their transfer.

14.10.6 Any occupant chosen for the position of Operational Support Level 2 pursuant to subclause 14.10, shall be released and transferred at rank with 28 days' notice.

14.10.7 A Station Officer or Leading Firefighter selected pursuant to subclause 14.10 as an Operational Support Station Officer or a Senior Firefighter selected pursuant to subclause 14.10.1 who applies to transfer during the mandatory serving periods expressed in subclauses 14.10.4 and 14.10.5, shall be transferred at the rank held on transfer to the Operational Support Station Officer position.

#### 14.11

14.11.1 Subject to 14.11.2, occupants of Operational Support Level 1, Level 2, Level 2a Level 3 and Level 3a positions may with twenty eight days notice elect to relinquish their Operational Support position and resume operational firefighting duties at their substantive rank.

14.11.2 An employee who successfully applied for an Operational Support Level 1 or Level 2 position whilst employed as a Retained Firefighter pursuant to subclause 14.5.2 will be required to serve in that Operational Support position for a minimum period of three years during which the provisions of subclause 28.3.5 shall not apply, provided further that transfer to operational firefighting duties shall be



subject to the satisfactory completion of the training and/or training competencies specified for progression to Qualified Firefighter.

- 14.12 Urban Search and Rescue Training (only) may be delivered by “casual” instructors, who will be paid at the Operational Support Level 2 rate of pay (plus applicable allowances) while performing USAR instructor duties and at their substantive rank’s rate of pay (plus applicable allowances) at all other times.

14.13

- 14.1.4 The classification of Operational Support Inspector shall be restricted to applications from employees holding the rank of Leading Station Officer or Inspector, or otherwise in accordance with subclause 28.7.4 unless the Commissioner decides to advertise a particular position as both an Operational Support Inspector and Operational Support Level 3 position, in which case employees with at least 48 months service and holding the rank of Qualified Firefighter, Senior Firefighter, Leading Firefighter or Station Officer shall also be eligible to apply and shall, if successful, be appointed to the classification of Operational Support Level 3 and paid at the Operational Support Inspector rate of pay.

- 14.1.4 The classifications of Operational Support Levels 2 and 3 were reclassified for occupants of these positions on 14 November 2014 (only) as Operational Support Levels 2a and 3a.

- 14.1.5 The occupants of Operational Support Level 2a positions shall remain in place and continue to receive the Operational Support Level 2a rate of pay specified at Table 2 of Part C unless and until:

14.1.5.1 they voluntarily cease to occupy that position; or

14.1.5.2 they are promoted to either Station Officer or Inspector and elect to remain in place, in which case they shall be reclassified as, and paid at the rate of, Operational Support Level 2; or

14.1.5.3 they are demoted or cease employment.

- 14.1.6 The occupants of Operational Support Level 3a positions shall remain in place and continue to receive the Operational Support Level 3a rates of pay specified at Table 2 of Part C unless and until:

14.1.6.1 they voluntarily cease to occupy that position; or

14.1.6.2 they are promoted to Inspector and elect to remain in place, in which case they shall be reclassified as, and paid at the rate of, Operational Support Inspector; or

14.1.6.3 they are demoted or cease employment.

- 14.1.7 The occupant of an Operational Support Level 2a or Level 3a position who involuntarily ceases to hold that position because the position is deleted or because its Position Description is varied to the extent that the position is effectively deleted, shall continue to receive the Operational Support Level 2a or Level 3a rate of pay specified at Table 2 of Part C until the expiration of 12 months, or until they otherwise become entitled to a higher rate of pay, or until they cease employment, whichever occurs first.

- 14.1.8 Employees with at least 48 months service who otherwise satisfy the requirements of Clause 7 may perform higher duties in any Operational Support Level 1 or Level 2 position, and in any Operational Support position the Commissioner decides is both an Operational Support Inspector and Operational Support Level 3 position.

#### **Ad Hoc ComSafe duties**

- 14.1.9 Off duty employees who are not occupying an Operational Support position in ComSafe and who elect to perform ComSafe duties shall be paid the hourly rate set at [Item 20](#) of Table 3 of Part C of this

Award. It is expressly provided that an off duty employee who is not occupying an Operational Support position in ComSafe cannot be directed to perform ComSafe duties.

14. ~~2010~~19 The hourly rate prescribed at subclause 14.18 is an all inclusive rate and, notwithstanding anything else prescribed in this Award, employees receiving such rate shall:

14. ~~2010~~19.1 only be paid for the time actually worked, subject to a minimum payment equivalent to three hours pay on each occasion and to continuous payment for work performed on any calendar day;

14. ~~2010~~19.2 be paid the accommodation allowances set at Item 7 of Table 4 of Part C for each day that the distance travelled between the employee's residence and the furthest location where the work is performed exceeds 100 kms and the employee resides away from home (evidence of which may be required prior to payment), and shall not otherwise be entitled to payment or compensation for travelling time or travelling costs or meals and/or accommodation in connection with the work performed;

14. ~~2010~~19.3 not be entitled to the payment of overtime in connection with the work performed

### 15. Training and Staff Development

- 15.1 Employees covered by this Award will complete appropriate training, as specified by the Commissioner from time to time, to improve the productivity and efficiency of the ~~Department's~~ Fire and Rescue's operations.
- 15.2 The appropriate competencies based on relevant skills and qualifications requirements as specified by the Commissioner for each classification level, shall be progressively implemented and shall be subject to an ongoing process of review and evaluation.
- 15.3 Upon request, ~~the Department~~ Fire and Rescue NSW will consider an application by an employee to attend a course which is appropriate, relevant and recognised by ~~the Department~~ Fire and Rescue NSW but is not essential for promotion. If approval is granted by ~~the Department~~ Fire and Rescue NSW for the employee to attend such a course, the employee shall be entitled to the provisions of Clause 16 of this Award.

### 16. Training Course Attendance Entitlements

- 16.1 The provisions of this Clause shall apply to employees who participate, with Fire and Rescue Departmental approval, in training programs, examinations or assessments conducted by, on behalf of, or approved by ~~the Department~~ Fire and Rescue NSW. For the purposes of this Clause, references to "training" or "course" shall be taken to include such examinations or assessments.
- 16.2 Accommodation
- 16.2.1 The Commissioner (or delegate) shall approve appropriate accommodation for an employee, if it can be demonstrated that an unreasonable amount of travelling time and/or distance is involved when travelling to and from the employee's residence to the training venue.
- 16.2.2 Where an employee attends a course within the Greater Sydney Area (GSA), and if the travelling time to and from the training venue exceeds two (2) hours each way (by the approved mode of transport) or if the return distance from the employee's residence to the training venue exceeds 175 kilometres, the employee shall be entitled to appropriate accommodation.
- 16.2.3 Where ~~Departmental~~ Fire and Rescue NSW accommodation is not provided to an employee with an entitlement to accommodation, the relevant accommodation allowance prescribed by Clause 26, Travelling Compensation shall be paid.
- 16.2.4 Where it is not possible for an employee to travel to the training venue on the first day of the course or where the travelling time would be unreasonable to travel on the first day of the



course, the employee shall be entitled to appropriate accommodation on the evening prior to the start of the course. If it is not possible for an employee to travel from the training venue to his or her residence at the conclusion of the course or if the travelling time would be unreasonable, the employee shall be entitled to appropriate accommodation on the evening of the last day of the course. Approval must be obtained from the Commissioner (or delegate) prior to bookings being made.

- 16.2.5 Appropriate accommodation for employees who attend courses outside the GSA shall be determined by the Commissioner (or delegate) having regard to the above criteria.
- 16.2.6 Where the training program requires evening attendance the employee shall be granted appropriate accommodation irrespective of the employee's work location or residential address.
- 16.2.7 Notwithstanding the above, any employee who considers that these criteria would cause undue hardship etc. may make application for special consideration. All such applications will be considered on their individual merits according to the program content and the starting and completion times, on a daily basis.

### 16.3 Meals

- 16.3.1 Excluding the Recruit Firefighters Program and ~~Departmental~~ Fire and Rescue NSW training programs/courses which are conducted at ~~Departmental~~ Fire and Rescue NSW premises which have meal room facilities comparable to those provided at fire stations, all employees attending training programs which extend for a whole day shall be provided with morning/afternoon tea and lunch.
- 16.3.2 Where employees have been granted approval for overnight accommodation and when such accommodation is provided by the ~~Department~~ Fire and Rescue NSW, expenses reasonably and properly incurred shall be reimbursed in accordance with Clause 26, Travelling Compensation.
- 16.3.3 Employees who are not required to accommodate themselves overnight shall, where appropriate, be paid the relevant meal allowances prescribed by Clause 26, Travelling Compensation.
- 16.3.4 Meal allowances are not payable during times at which an accommodation allowance (as prescribed in subclause 16.2.3 above) has been claimed. A component of the accommodation allowance compensates for the costs associated with breakfast, lunch and evening meals.

### 16.4 Incidentals

- 16.4.1 Employees who are provided with ~~Departmental~~ Fire and Rescue NSW accommodation shall be entitled to claim the appropriate incidentals allowance as prescribed by Clause 26, Travelling Compensation.
- 16.4.2 The incidental allowance cannot be claimed for any day during which an accommodation allowance referred to in subclause 16.2.3 above is paid. The incidental allowance forms a component of the accommodation allowance and, amongst other things, recognises the cost associated with personal telephone calls, etc.

### 16.5 Excess Fares

- 16.5.1 Any employee who incurs additional transport costs while travelling to and from the training venue shall be entitled to have the additional expenses reimbursed. The additional expenses will be calculated on the basis of public transport costs.
- 16.5.2 Where an employee is granted approval to utilise the employee's private vehicle in lieu of public transport, the appropriate specified journey rate, set at Item 1 of Table 4 of Part C,

shall be paid in respect of the kilometres travelled in excess of the employee's normal journey to and from work.

- 16.5.3 Where a first class rail service (or its equivalent) is reasonably available, an employee may utilise this service and be reimbursed for the cost of the fare.

#### 16.6 Excess Travelling Time

- 16.6.1 Employees without an accommodation entitlement shall be entitled to compensation for excess travelling time for each day of the course.
- 16.6.2 Employees who accept accommodation shall be entitled to compensation for excess travelling time in respect of the first forward journey to and the last journey from the course venue. Where the course extends beyond one (1) week, employees who return to their residences on weekends shall be entitled to excess travelling time and excess fares for the additional forward and return journeys.
- 16.6.3 Unless special circumstances exist, employees who have an accommodation entitlement, but who decline accommodation, shall only be entitled to compensation for excess travelling time in respect of the first forward journey to and the last journey from the training venue.
- 16.6.4 Compensation shall be in accordance with Clause 26, Travelling Compensation.

#### 16.7 Mode of Transport

- 16.7.1 Employees shall be advised of the approved transport arrangements prior to the commencement of the training program. Such approval shall be based on the most practical and economic means of transport having regard to the entitlements contained in this clause, provided that an employee cannot be directed by ~~the Department~~ Fire and Rescue NSW to use the employee's private vehicle.
- 16.7.2 Any employee who wishes to use alternative means of transport may only do so with the approval of the Commissioner (or delegate). Such approval must be obtained before travel commences.
- 16.7.3 If approval is granted to travel by an alternative means of transport any entitlements shall be based on the arrangements approved under subclause 16.7.1.

#### 16.8 Relieving Allowances and Other Allowances

- 16.8.1 Attendance at a training program does not in itself attract the payment of relieving allowances. However, any employee in receipt of relieving allowances or other allowances relating to qualifications or work performed at the time the program commences, shall continue to be paid the allowances which would normally be paid. Provided that such allowances shall only be paid for those days on which the employee would normally have been rostered for duty.
- 16.8.2 Relieving employees shall not be paid any additional relieving allowances as a consequence of undertaking a training program.

#### 16.9 Kilometre Allowance

- 16.9.1 The kilometre allowance prescribed by Clause 12, Relieving Provisions, is not payable to employees when they attend a training program.
- 16.9.2 The provisions of subclause 16.5.2 above shall apply to any employee who is granted approval to utilise his or her private vehicle for transport to and from the training venue.

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

16.10.1 Subject to approval by ~~the Department~~ Fire and Rescue NSW:

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

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

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

16.10.3 All travelling time shall be compensated in accordance with Clause 26, Travelling Compensation.

#### 16.11 Stand Off

16.11.1 Where an employee is required by ~~the Department~~ Fire and Rescue NSW to attend a course, any necessary stand off period shall be granted.

#### 16.12 Payments in Advance

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

accommodation allowance (subclause 16.2.3)

meal allowances (subclause 16.3.3)

incidental allowances (subclause 16.4.1)

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

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

### 17. Annual Leave

17.1 The provisions of subclauses 17.2 to 17.11 inclusive shall not apply to Executive Officers. The provisions of subclauses 17.12 to 17.17 inclusive shall not apply to Operational Firefighters. The provisions of subclause 17.18 shall apply to all employees.

#### Operational Firefighters

17.2 Annual leave to the extent of 190 hours full pay shall accrue to each employee in respect of each completed year of service. This annual leave shall be added to the 91.2 hours on full pay of thirty-eight hour week leave referred to at subclause 8.1, resulting in a combined entitlement of 281.2 hours leave which shall be known as "Annual Leave." Employees shall over a 64 week cycle accrue 344.91 hours of this combined "Annual Leave", 336 hours of which shall be taken in accordance with the leave roster at subclause 17.3, and the residual 8.91 hours of which shall be converted to an annual amount of 7.25 hours per annum which shall be credited to each employee as consolidated leave on the anniversary of the employee's date of commencement of employment as an Operational Firefighter.

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

- 17.3.1 work 1344 hours over a 32 week period, then take 192 hours of combined annual leave and 38 hour leave over a four week period, then work 1008 hours over a 24 week period, followed by 144 hours of combined annual leave and 38 hours leave over a four week period; or
- 17.3.2 work 1008 hours over a 24 week period, then take 192 hours of combined annual leave and 38 hour leave over a four week period, then work 1344 hours over a 32 week period, followed by 144 hours of combined annual leave and 38 hours leave over a four week period.
- 17.4 ~~The Department Fire and Rescue NSW~~ may change an employee's leave group with reasonable notice provided that the following leave adjustments are made in order to ensure that employees conclude each period of "Annual Leave" neither in deficit nor credit for the thirty-eight hour week leave component (only) of their "Annual Leave" balance:
  - 17.4.1 If the change of leave group delays the taking of annual leave and would therefore result in the accrual of additional thirty-eight hour week leave then the employee will not accrue that additional leave and will instead be credited with an equal number of hours of consolidated leave; and
  - 17.4.2 If the change of leave group causes annual leave to be taken earlier, and before the employee would have accrued sufficient "Annual Leave", then the thirty-eight hour week leave component (only) of the employee's "Annual Leave" balance shall be zeroed at the conclusion of that annual leave period.
- 17.5 Where the commencing date of the rostered period of annual leave occurs whilst an employee is on sick leave and does not return to duty within seven days of such date, the employee concerned shall be entitled to elect whether to proceed immediately on annual leave or to commence annual leave on one of the next six succeeding Fridays.
- 17.6 Employees other than those stationed at Broken Hill or Moree shall on each anniversary of their appointment to the service be credited with 16 hours consolidated leave in addition to the period of annual leave prescribed by subclause 17.2.
- 17.7 Employees stationed at Broken Hill or Moree shall on each anniversary of their appointment to the service be credited with 38.75 hours consolidated leave in addition to the period of annual leave prescribed by subclause 17.2.
- 17.8 The taking of annual leave is subject to ~~Departmental~~ ~~Fire and Rescue NSW~~ requirements and, when unforeseen circumstances arise, may be rescheduled by authority of the Commissioner, provided that the adjustment mechanism set out at subclause 17.4 shall then apply.
- 17.9 In the event of the termination of the employment of any employee for any cause with less than twelve months' service from the date of the last leave accrued, the employee shall be paid pro rata for leave for each month of service.
- 17.10 Occupants of Operational Support positions may apply in writing to take their annual leave at some other time and, if approved, such leave shall be deemed to have been taken in accordance with the leave roster, provided that:
  - 17.10.1 employees' leave balances shall always be adjusted in accordance with the actual hours taken; and
  - 17.10.2 employees must take at least four weeks annual leave in each twelve month period; and
  - 17.10.3 annual leave taken under this subclause shall be taken either in one consecutive period or two periods which shall be of three weeks and one week respectively, or if the employee and ~~the Department Fire and Rescue NSW~~ so agree, in either two, three or four separate periods and not otherwise; and
  - 17.10.4 up to 410 hours of annual leave may be accrued before the Commissioner may direct an

employee to take annual leave at a time convenient to ~~the Department~~ Fire and Rescue NSW, in which case the Commissioner shall provide the employee at least 28 days notice.

- 17.11 Employees may apply in writing to swap one or more sets of shifts within their next three leave periods, and, if approved, the swapped leave shall be deemed to have been taken in accordance with the employee's own leave group.

#### **Executive Officers**

- 17.12 Executive Officers shall accrue annual leave on full pay at the rate of twenty five (25) working days per year.
- 17.13 Executive Officers shall accrue annual leave from month to month only, but for the purpose of calculating annual leave which may be due on the cessation of employment, credit shall be given for periods of service of less than one (1) month.
- 17.14 Executive Officers may accrue annual leave up to a maximum of forty (40) working days. Unless approved otherwise by the Commissioner, the right to take any accrued annual leave in excess of forty (40) working days shall be forfeited.
- 17.15 The Commissioner may direct an Executive Officer to take such leave as is convenient to the workings of ~~the Department~~ Fire and Rescue NSW.
- 17.16 Executive Officers shall not be granted annual leave for any period of less than a quarter day or in other than multiples of a quarter day.
- 17.17 Where application is made by an employee in writing to the Commissioner that, by reasons of special circumstances, which shall be specified, the Commissioner may authorise, in writing, the taking of annual leave at some other time to be determined by the Commissioner for the purpose of this Award, such leave shall be deemed to have been taken in accordance with the leave roster.

#### **All Employees**

- 17.18 Prior to an employee entering upon a period of annual leave, the employee may elect to be paid with respect of the period of leave in one of the following ways:
- 17.18.1 in full when the employee commences the period of leave; or
- 17.18.2 at the same time as the employee's normal pay would have been paid if the worker had remained on duty.

### **18. Compassionate Leave**

- 18.1 In no way restricting the right of the Commissioner to approve leave for compassionate reasons in other circumstances, an employee other than a casual employee, shall be entitled to up to two shifts (or two days in the case of day workers) compassionate leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person as prescribed in subclause 18.3 of this clause.
- 18.2 The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will, if requested by the employer, provide to the satisfaction of the employer proof of death.
- 18.3 Compassionate leave shall be available to the employee in respect to the death of a person being:
- 18.3.1 a spouse of the employee; or

- 18.3.2 a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person and who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis, although not legally married to that person; or
- 18.3.3 a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- 18.3.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- 18.3.5 a relative of the employee who is a member of the same household where, for the purposes of this subclause:
  - 18.3.5.1 "relative" means a person related by blood, marriage or affinity;
  - 18.3.5.2 "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
  - 18.3.5.3 "household" means a family group living in the same domestic dwelling.
- 18.4 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.
- 18.5 Compassionate leave may be taken in conjunction with other leave available under subclauses 22.2, 22.3, 22.4 and 22.5 of the said clause 22. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of Fire and Rescue NSW~~the Department~~.

## 19. Examination and Assessment Leave

- 19.1 Except as specified otherwise by the Commissioner following consultation between ~~the Department~~ Fire and Rescue NSW and the Union, all examinations and/or assessments required for progression or promotion shall be arranged so that they take place when the employee is normally rostered for duty on day shift.
- 19.2 Where ~~the Department~~ Fire and Rescue NSW is unable to make the necessary arrangements for an employee to sit an examination/assessment on shift as per subclause 19.1 within two months from the date the employee makes application for assessment, the employee may make arrangements to sit the examination/assessment externally. In such cases, employees shall be entitled to the conditions provided for by Clause 16, Training Course Attendance Entitlements, of this Award. ~~The Department~~ Fire and Rescue NSW shall notify the employee as early as practicable of its inability to make such necessary arrangements.
- 19.3 An employee sitting for an examination or assessment as per subclause 19.1 shall be granted, prior to the examination or assessment, such paid leave as might reasonably be necessary for attendance at the examination or assessment, including travel.

## 20. Long Service Leave

- 20.1 Subject also to the provisions of subclause 20.8, Long Service Leave calculated from the date of appointment to the service shall accrue to employees in accordance with the following entitlements:
  - 20.1.1 After service for ten years, leave for two months on full pay or four months on half pay.
  - 20.1.2 After service in excess of ten years:

- 20.1.2.1 Leave pursuant to subclause 20.1.1; and
  - 20.1.2.2 In addition, an amount of leave proportionate to the length of service after ten years, calculated on the basis of five months on full pay or ten months on half pay, for ten years served after service for ten years.
  - 20.1.2.3 Long Service Leave shall not include annual leave.
- 20.2 Where the services of an employee with at least five years but less than seven years service are terminated by ~~the Department Fire and Rescue NSW~~ for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, the employee shall, for five years' service be entitled to one month's leave on full pay and for service after five years to a proportionate amount of leave on full pay calculated on the basis of three months' leave for fifteen years' service.
- 20.3 In the event of the termination of the employment of the employee other than by death, the monetary value of Long Service Leave due, if any, shall be paid to such employee.
- 20.4
- 20.4.1 Approval to take Long Service Leave as provided by this clause shall, subject to the exigencies of ~~the Department Fire and Rescue NSW~~, be granted by ~~the Department Fire and Rescue NSW~~ as and when such leave becomes due (i.e. after seven years) or any time thereafter. Provided that an employee shall give notice, in writing, to ~~the Department Fire and Rescue NSW~~ of their ~~employee's~~ intention to take such leave. ~~The period of notice required prior to the leave being taken is set out in sub clause 20.6.1. Such notice shall be given at least twenty days before the date on which the employee intends to commence such leave.~~
  - 20.4.2 Notwithstanding the provisions of subclause 20.4.1, the period of notice referred to in subclause 20.4.1 may be reduced on a case by case basis, subject to the discretion of the Commissioner.
- 20.5 Approval to take Long Service Leave may be deferred by the Commissioner due to ~~Departmental Fire and Rescue NSW~~ requirements.
- 20.6 An employee may apply to access long service leave for a minimum of their single rostered shift as follows:  
~~Long Service Leave may be taken in the following combinations and not otherwise:~~
- 20.6.1 on full pay having provided one week's notice;
  - 20.6.2 on half pay having provided two weeks' notice; or
  - 20.6.3 on double pay having provided two weeks' notice.
- 20.7 When an employee takes long service leave, such leave will be deducted as follows:
- 20.7.1 the number of days taken on full pay;
  - 20.7.2 half the number of days taken on half pay; or
  - 20.7.3 twice the number of days taken on double pay.
- ~~20.6.1 In the case of employees working the roster systems prescribed by subclauses 8.3 and 8.4 of Clause 8, Hours of Work, in multiples of eight consecutive calendar days with a minimum period of eight consecutive calendar days.~~
- ~~20.6.2 In the case of employees working the roster systems prescribed by subclauses 8.5 and 8.6 of Clause 8, Hours of Work, or any other roster system agreed to between the Department and the Union based on a seven day cycle, in multiples of seven consecutive calendar days with a minimum period of seven consecutive calendar days.~~
- ~~20.6.3 Where approval is granted to take Long Service Leave on half pay the multiples and minimum periods specified in subclauses 20.6.1 and 20.6.2 shall be doubled.~~



20.87 Prior to an employee entering upon a period of Long Service Leave, the employee may elect to be paid with respect of the period of leave in one of the following ways:

20.87.1 in full when the employee commences the period of leave; or

20.87.2 at the same time as the employee's normal pay would have been paid if the worker had remained on duty.

20.98 Notwithstanding anything elsewhere provided by this clause, effective on and from the date of operation of this Award:

20.89.1 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.

20.89.2 employees may apply to take a period of Long Service Leave at double pay provided that:

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

20.98.2.2 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.

20.98.2.3 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.

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

20.98.2.5 Where an employee other than an Executive Officer elects to take Long Service Leave at double pay, the minimum & multiple periods of actual absence as prescribed in 20.6-7 shall apply. Where an Executive Officer elects to take Long Service Leave at double pay, the minimum period of actual absence should be not less than one ~~weekday~~.

20.98.3 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.

20.98.3.1 In respect of public holidays that fall during a period of double pay Long Service leave an employee will not be debited in respect of the leave on a public holiday. The employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.

20.109 Entitlements to Extended Leave (Long Service Leave) pursuant to the *Public Sector Employment and Management Act 2002* shall take effect on and from 5 October 1993, provided that the total years of service will count for the determination of entitlements accruing from that date.



## 21. Parental Leave

### 21.1 Definition of Parental Leave

- 21.1.1 For the purposes of this clause, parental leave is maternity leave, ~~paternity~~Other Parent leave or adoption leave.
- 21.1.2 Maternity leave is taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Maternity leave consists of an unbroken period of leave.
- 21.1.3 ~~Paternity~~Other Parent leave is leave taken by an ~~male~~ employee who becomes a parent but is ineligible to be granted either maternity leave or adoption leave but is to be the primary care giver of a child or who wishes to share the child caring duties with their partner.
- 21.1.4 Adoption leave is leave taken by a female or male employee in connection with the adoption by the employee of a child under the age of five (5) years (other than a child who has previously lived continuously with the employee for a period of at least six (6) months or who is a child or step-child of the employee or of the employee's spouse).
- 21.1.5 For the purposes of this clause, "spouse" includes a de facto spouse and a former spouse.

### 21.2 Entitlement to Parental Leave

- 21.2.1 An employee is entitled to parental leave, as provided by this clause, in connection with the birth or adoption of a child.
- 21.2.2 Maternity Leave - all female employees who do not have the necessary service as prescribed in subclause 21.3.1 for paid Maternity Leave, shall be entitled to unpaid maternity leave of up to fourteen (14) weeks before the expected date of birth of the child.
- 21.2.3 Paid Maternity Leave may be granted to a female employee subject to the following conditions -
  - 21.2.3.1 The female employee has applied for Maternity Leave within such time and in such manner as herein set out; and
  - 21.2.3.2 Before the expected date of birth has completed not less than forty (40) weeks' continuous service. Paid Maternity Leave shall be for a period of fourteen (14) weeks at full pay or twenty-eight (28) weeks at half pay from the date Maternity Leave commences.
  - 21.2.3.3 In addition to the unpaid or paid Maternity leave referred to in 21.2.2 & 21.2.3.2 respectively, all female employees shall be entitled to a further period of unpaid Maternity leave, provided that the total period of absence on Maternity leave shall not exceed sixty-one (61) weeks.
  - 21.2.3.4 The period over which Annual and/or Long Service Leave combined with unpaid Maternity Leave, shall not exceed a total period of two years from the date of birth of the child.
- 21.2.4 Short Adoption Leave is an unbroken period of fourteen (14) weeks of unpaid leave, taken by an employee who does not have the necessary service for paid Adoption Leave as prescribed in subclause 21.3.1, from the time of placement of the child.
- 21.2.5 Paid Adoption Leave may be granted to an employee adopting a child subject to the following conditions:

- 21.2.5.1 The employee has applied for Adoption Leave within such time and in such manner as herein set out; and
- 21.2.5.2 Before the commencement of Adoption Leave the employee has completed not less than forty (40) weeks' continuous service.
- 21.2.5.3 The employee is to be the primary care giver of the child.
- 21.2.5.4 Paid Adoption Leave shall be for a period of fourteen (14) weeks at full pay or twenty-eight (28) weeks at half pay of Adoption Leave or the period of Adoption Leave taken, whichever is the lesser period.
- 21.2.5.5 In addition to the unpaid or paid Adoption leave referred to in 21.2.4 & 21.2.5 of this subclause respectively, all employees shall be entitled to a further period of unpaid Adoption leave, provided that the total period of absence on Adoption leave shall not exceed sixty-one (61) weeks.

21.2.6 ~~Paternity~~Other Parent Leave is a period of up to a maximum of fifty-two (52) weeks of either unpaid or a combination of paid and unpaid parental leave taken from the date of birth of the child, or other termination of the pregnancy. Application for such leave must be made within such time and in such manner as herein set out. ~~Paternity~~Other Parent leave shall consist of -

- 21.2.6.1 21.2.6.1.1 an unbroken period of up to one (1) week unpaid leave (short ~~paternity~~Other Parent leave) at the time of the birth of the child, or other termination of the pregnancy, or
- 21.2.6.1.2 an unbroken period of up to one (1) week on full pay or two (2) weeks on half pay at the time of the birth of the child, or other termination of the pregnancy provided that at such time the employee has completed not less than forty (40) weeks continuous service.
- 21.2.6.2 In addition to the unpaid or paid ~~Paternity~~Other Parent leave referred to in 21.2.6.1, ~~all male~~ - "Other Parent" employees shall be entitled to a further period of unpaid ~~Paternity~~Other Parent leave in order to be the primary care-giver of the child (extended ~~paternity~~Other Parent leave), provided that the total period of absence on ~~Paternity~~Other Parent leave shall not exceed fifty-two (52) weeks.

21.2.7 Except as provided for in subclause 21.2.3 and 21.2.5, Parental Leave shall not extend beyond a period of 1 year after the child was born or adopted.

### 21.3 Length of service for eligibility

- 21.3.1 A female employee is entitled to paid maternity leave or, in the case of both male and female employees, paid ~~paternity~~Other Parent or adoption leave only if the employee has had at least 40 weeks' continuous service.
- 21.3.2 There is no minimum period of employment for eligibility for unpaid parental leave.
- 21.3.3 Continuous service is service under one or more unbroken contracts of employment, including:
  - 21.3.3.1 any period of authorised leave or absence, and
  - 21.3.3.2 any period of part-time work.

- 21.3.3.3 full or part time service within the Public Service or within a Public Sector organisation listed in the schedules attached to the *Transferred Officers Extended Leave Act 1961* and in appendices A and B contained in the Personnel Handbook published by the DPE.

#### 21.4 Notices and Documents required to be given to Commissioner

##### 21.4.1 Maternity leave

The notices and documents to be given to the Commissioner for the purposes of taking maternity leave are as follows:

- 21.4.1.1 The female employee should give at least 8 weeks' written or oral notice of the intention to take the leave (unless it is not reasonably practicable to do so in the circumstances),
- 21.4.1.2 The female employee must, at least 4 weeks before proceeding on leave, give written notice of the dates on which the employee proposes to start and end the period of leave,
- 21.4.1.3 The female employee must, before the start of leave, provide a certificate from a medical practitioner confirming that the employee is pregnant and the expected date of birth.

##### 21.4.2 ~~Paternity~~Other Parent leave

The notices and documents to be given to the Commissioner for the purposes of taking ~~paternity~~Other Parent leave are as follows:

- 21.4.2.1 In the case of extended ~~paternity~~Other Parent leave, the employee should give at least 10 weeks written or oral notice of the intention to take the leave (unless it is not reasonably practicable to do so in the circumstances),
- 21.4.2.2 The employee must, at least 4 weeks before proceeding on leave, give notice of the dates on which the employee proposes to start and end the period of leave,
- 21.4.2.3 The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that the employee's spouse is pregnant and the expected date of birth,
- 21.4.2.4 In the case of extended ~~paternity~~Other Parent leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
  - 21.4.2.4.1 any period of maternity leave sought or taken by ~~his~~their spouse, and
  - 21.4.2.4.2 that ~~he~~they are~~is~~ seeking that period of extended ~~paternity~~Other Parent leave to become the primary care-giver of a child.

##### 21.4.3 Adoption leave

The notices and documents to be given to the Commissioner for the purposes of taking adoption leave are as follows:

- 21.4.3.1 In the case of extended adoption leave, the employee should give written or oral notice of any approval or other decision to adopt a child at least 10 weeks before the expected date of placement (unless it is not reasonably practicable to do so in the circumstances),

- 21.4.3.2 The employee must give written notice of the dates on which the employee proposes to start and end the period of leave, as soon as practicable after the employee is notified of the expected date of placement of the child but at least 14 days before proceeding on leave,
- 21.4.3.3 The employee must, before the start of leave, provide a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes,
- 21.4.3.4 In the case of extended adoption leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
  - 21.4.3.4.1 any period of adoption leave sought or taken by his or her spouse, and
  - 21.4.3.4.2 that the employee is seeking that period of extended adoption leave to become the primary care-giver of a child.
- 21.4.4 An employee does not fail to comply with this clause if the failure was caused by:
  - 21.4.4.1 the child being born (or the pregnancy otherwise terminating) before the expected date of birth, or
  - 21.4.4.2 the child being placed for adoption before the expected date of placement, or
  - 21.4.4.3 other compelling circumstances.

In the case of the birth of a living child, notice of the period of leave is to be given within two (2) weeks after the birth and the certificate of the medical practitioner is to state that the child was born and the date of birth. In the case of the adoption of a child, notice of the period of leave is to be given within two (2) weeks after the placement of the child.
- 21.4.5 An employee must notify the Commissioner of any change in the information provided under this clause within two (2) weeks after the change.
- 21.4.6 If required by the Commissioner, an employee who applies for Parental Leave is to give the Commissioner a statutory declaration, or enter into an agreement with the Commissioner, that for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

## 21.5 Continuity of service

Parental leave does not break an employee's continuity of service, but subject to subclauses 21.5.1, 21.5.2 and 21.5.3, is not to be taken into account in calculating an employee's period of service for any other purposes.

- 21.5.1 Any period of paid Adoption, paid Maternity or paid ~~Paternity~~Other Parent Leave shall count as full service for the purposes of determining progression either within a classification or from one classification to another. However, unpaid Parental Leave shall not count as service for determining such progression.
- 21.5.2 Adoption Leave on full pay, Maternity Leave at full pay and ~~Paternity~~Other Parent Leave at full pay shall count as full service for the purposes of determining all forms of leave.
- 21.5.3 Unpaid Parental Leave shall not count as service for determining any form of leave entitlement, except for Long Service Leave (Extended Leave) in cases where at least ten (10) years of service has been completed and unpaid Parental Leave does not exceed six (6) months.

## 21.6 Simultaneous taking of Parental Leave

Subject to subclause 21.20.1.1, Parental Leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

- 21.6.1 For maternity and ~~paternity~~Other Parent leave, an unbroken period of up to one week at the time of the birth of the child;
- 21.6.2 For adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.

## 21.7 Cancellation of Parental Leave

### 21.7.1 Before starting leave

Parental leave applied for but not commenced is automatically cancelled if:

- 21.7.1.1 the employee withdraws the application for leave by written notice to the Commissioner, or
- 21.7.1.2 the pregnancy concerned terminates other than by the birth of a living child or the placement of the child concerned does not proceed.

### 21.7.2 After starting leave

If:

- 21.7.2.1 the pregnancy of the employee or the employee's spouse terminates other than by the birth of a living child while the employee or spouse is on parental leave, provided:
  - 21.7.2.1.1 if a child is still-born the female employee may elect to take available sick leave or maternity leave;
  - 21.7.2.1.2 in the event of a miscarriage any absence from work is to be covered by the current sick leave provisions; or
- 21.7.2.2 the child in respect of whom an employee is then on parental leave dies, or
- 21.7.2.3 the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue,
 

the employee is entitled to resume work at a time nominated by the Commissioner within 2 weeks after the date on which the employee gives the Commissioner a notice in writing stating that the employee intends to resume work and the reason for the intended resumption.

- 21.7.3 This provisions of subclause 21.7 do not affect an employee's entitlement to special maternity leave or special adoption leave.

## 21.8 Parental Leave and other Leave

- 21.8.1 An employee may take any annual leave, long service leave (extended leave) or consolidated leave to which the employee is entitled instead of or in conjunction with parental leave.
- 21.8.2 However, the total period of leave cannot be so extended beyond the maximum period of parental leave authorised by this clause.

21.8.3 The maximum period of parental leave authorised by this clause is reduced by any period of paid sick leave taken by the employee while on maternity leave.

21.8.4 Any paid absence authorised by law or by an award, enterprise agreement or contract of employment is not available to an employee on parental leave, except if the paid absence is:

21.8.4.1 annual leave, long service leave (extended leave) or consolidated leave, or

21.8.4.2 in the case of maternity leave - sick leave.

21.9 Employee and Commissioner may agree to interruption of parental leave by return to work

21.9.1 An employee on parental leave may, with the agreement of the Commissioner, break the period of leave by returning to work for ~~the Department~~ Fire and Rescue NSW, provided that:

21.9.1.1 A female employee who gives birth to a living child shall not resume duty until six (6) weeks after the birth of the child unless special arrangements for early return are made at the request of the female employee and supported by a certificate from a qualified medical practitioner;

21.9.1.2 A female employee who has returned to full-time duty after less than her full entitlement to maternity leave, shall be entitled to revert to maternity leave either on a full-time or part-time basis if she so elects. This election may be exercised only once and a minimum of four (4) weeks notice (or less if acceptable to the Commissioner) of her intention to resume maternity leave must be given.

21.9.2 The period of leave cannot be extended by such a return to work beyond the maximum period of leave authorised by this clause.

21.10 Extension of period of Parental Leave

21.10.1 An employee may extend the period of parental leave once only by giving the Commissioner notice in writing of the extended period at least fourteen (14) days before the start of the extended period. The period of leave cannot be extended by such a notice beyond the maximum period of leave authorised by this clause.

21.10.2 Subject to the provisions of subclause 21.20, an employee may extend the period of parental leave at any time with the agreement of the Commissioner. The period of leave can be extended by such an agreement beyond the maximum period of leave authorised by this clause.

21.10.3 This section applies to an extension of leave while the employee is on leave or before the employee commences leave.

21.11 Shortening of period of Parental Leave

An employee may shorten the period of parental leave with the agreement of the Commissioner and by giving the Commissioner notice in writing of the shortened period at least fourteen (14) days before the leave is to come to an end.

21.12 Return to work after Parental Leave

21.12.1 An employee returning to work after a period of parental leave is entitled to be employed in:

21.12.1.1 the classification (if possible, at the same location) held by the employee immediately before proceeding on that leave, or

21.12.1.2 if the employee was transferred to a safe job before proceeding on maternity leave - the classification (if possible, at the same location) held immediately before the transfer.

21.12.2 If the classification no longer exists but there are other classifications available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a classification as comparable as possible in status and pay to that of the employee's former classification.

21.12.3 The provisions of subclause 21.12 extend to a female employee returning to work after a period of Special maternity leave and sick leave.

### 21.13 Payment

21.13.1 Payment for the fourteen (14) weeks on full pay or twenty-eight (28) weeks on half pay paid Maternity Leave may be made -

21.13.1.1 in advance in a lump sum; or

21.13.1.2 on a normal fortnightly basis, and shall be at the same hourly rate as the rate paid for other forms of paid leave, and may include payment of a higher duties allowance if the employee;

21.13.1.2.1 has acted in the higher position for a period in excess of one year; and

21.13.1.2.2 the period of higher duties relief continues up to the day prior to the employee's departure on maternity leave; and

21.13.1.2.3 the higher duties relief is at the full difference in pay.

21.13.2 Payment to eligible employees for the fourteen (14) weeks on full pay or twenty-eight (28) weeks on half pay paid Adoption Leave may be made -

21.13.2.1 in advance in a lump sum; or

21.13.2.2 on a normal fortnightly basis.

### 21.14 Commissioner's Obligations

#### 21.14.1 Information to Employees

On becoming aware that an employee (or an employee's spouse) is pregnant, or that an employee is adopting a child, the Commissioner must inform the employee of:

21.14.1.1 the employee's entitlements to parental leave under this clause, and

21.14.1.2 the employee's obligations to notify the Commissioner of any matter under this clause.

#### 21.14.2 Records

The Commissioner must keep, for at least six (6) years, a record of parental leave granted under this clause to employees and all notices and documents given under this clause by employees or the Commissioner.

### 21.15 Termination of Employment because of Pregnancy etc

21.15.1 The Commissioner must not terminate the employment of an employee because:



- 21.15.1.1 the employee is pregnant or has applied to adopt a child, or
- 21.15.1.2 the employee has given birth to a child or has adopted a child, or
- 21.15.1.3 the employee has applied for, or is absent on, parental leave, but otherwise the rights of the Commissioner in relation to termination of employment are not affected by this clause.

21.15.2 For the purposes of establishing such a termination of employment, it is sufficient if it is established that the alleged reason for termination was a substantial and operative reason for termination.

21.15.3 This clause does not affect any other rights of a dismissed employee.

#### 21.16 Replacement employees

- 21.16.1 A replacement employee is a person who is specifically employed as a result 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).
- 21.16.2 Before a replacement employee is employed, the Commissioner must inform the person of the temporary nature of the employment and of the rights of the employee on parental leave to return to work.
- 21.16.3 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.

#### 21.17 Transfer to a Safe Job

- 21.17.1 This subclause applies whenever the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or new born child. The assessment of such a risk is to be made on the basis of a medical certificate supplied by the employee and of the obligations of the Commissioner under the *Occupational Health and Safety Act 2000*.
- 21.17.2 The Commissioner is to temporarily adjust the employee's working conditions or hours of work to avoid exposure to risk as follows -
  - 21.17.2.1 Where a female employee is confirmed pregnant she is to notify the Officer-in-Charge as soon as possible who will, in turn, direct that she be withdrawn from operational firefighting duties;
  - 21.17.2.2
    - 21.17.2.2.1 The standard issue uniform is to be worn by members until the pregnancy becomes apparent prior to the birth and from the tenth week, if practicable, following the birth.
    - 21.17.2.2.2 Employees will be provided with a maternity uniform for use when appropriate.
  - 21.17.2.3 An employee on maternity leave who gives birth to a living child shall not resume operational firefighting duties until thirteen (13) 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 from a qualified medical practitioner, subsequently endorsed by ~~the Department's~~ Fire and Rescue's occupational physician.

21.17.2.4 Duties other than fire fighting may be undertaken after six (6) weeks following the birth of the child, if endorsed by the occupational physician.

21.17.2.5

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

21.17.2.5.2 Allocation of duties will be determined by ~~the Department Fire and Rescue NSW~~ following consultation between the ~~Department's Fire and Rescue's~~ Occupational Health Physician, the employee's Officer-in-Charge and the employee.

21.17.3 If such an adjustment is not feasible or cannot reasonably be required to be made, the Commissioner is to transfer the employee to other work where she will not be exposed to that risk.

21.17.4 If such a transfer is not feasible or cannot reasonably be required to be made, the Commissioner is to grant the employee maternity leave under this clause (or any available paid sick leave) for as long as is necessary to avoid exposure to that risk, as certified by a medical practitioner.

#### 21.18 Special Maternity Leave and Sick Leave

If the pregnancy of an employee not then on maternity leave terminates before the expected date of birth (other than by the birth of a living child) or she suffers illness related to her pregnancy:

21.18.1 the employee is entitled to such period of unpaid leave (to be known as special maternity leave) as a medical practitioner certifies to be necessary before her return to work, or

21.18.2 the employee is entitled to such paid sick leave (either instead of or in addition to special maternity leave) as she is then entitled to and as a medical practitioner certifies to be necessary before her return to work.

#### 21.19 Special Adoption Leave

An employee who is seeking to adopt a child is entitled to up to two (2) days unpaid leave if the employee requires that leave to attend compulsory interviews or examinations as part of the adoption procedure. This leave may also be granted from a credit of consolidated leave.

#### 21.20 Right to request

21.20.1 An employee entitled to parental leave may request the employer to allow the employee:

21.20.1.1 to extend the period of simultaneous parental leave up to a maximum of eight weeks;

21.20.1.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

to assist the employee in reconciling work and parental responsibilities.

21.20.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business.

21.20.3 Employee's request and the employer's decision to be in writing:

The employee's request and the employer's decision made under 21.20.1.1 and 21.20.1.2 must be recorded in writing.

#### 21.21 Communication during parental leave

- 21.21.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
  - 21.21.1.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
  - 21.21.1.2 provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 21.21.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken and whether the employee intends to return to work.
- 21.21.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph 21.21.1.

### 22. Carer's Leave

#### 22.1 Use of Sick Leave -

- 22.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 22.1.3.2, 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 23 of this Award, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- 22.1.2 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.
- 22.1.3 The entitlement to use sick leave in accordance with this clause is subject to:
  - 22.1.3.1 the employee being responsible for the care of the person concerned; and
  - 22.1.3.2 the person concerned being:
    - 22.1.3.2.1 a spouse of the employee; or
    - 22.1.3.2.2 a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person and who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis, although not legally married to that person; or
    - 22.1.3.2.3 a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

22.1.3.2.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

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

22.1.3.2.5.1 "relative" means a person related by blood, marriage or affinity;

22.1.3.2.5.2 "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and

22.1.3.2.5.3 "household" means a family group living in the same domestic dwelling.

22.1.4 An employee shall, wherever practicable, give ~~the Department~~ Fire and Rescue NSW 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~~ Fire and Rescue NSW by telephone of such absence at the first opportunity on the day of absence.

## 22.2 Unpaid Leave for Family Purpose -

22.2.1 An employee may elect, with the consent of ~~the Department~~ Fire and Rescue NSW, to take unpaid leave for the purpose of providing care and support to a class of person, as set out in subclause 22.1.3.2, who is ill.

## 22.3 Annual Leave -

22.3.1 An employee may elect, with the consent of Fire and Rescue NSW ~~the Department~~, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five (5) days in any calendar year at a time or times agreed upon by ~~the Department~~ Fire and Rescue NSW and the Union.

## 22.4 Time Off in Lieu of Payment for Overtime -

22.4.1 An employee may elect, with the consent of Fire and Rescue NSW ~~the Department~~, to take time off in lieu of payment for overtime at a time or times agreed upon with ~~the Department~~ Fire and Rescue NSW within twelve (12) months of the said election.

22.4.2 Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.

22.4.3 If having elected to take time as leave, in accordance with subclause 22.4.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the (twelve) 12 month period or on termination.

22.4.4 Where no election is made in accordance with subclause 22.4.1, the employee shall be paid their overtime in accordance with this Award.

## 22.5 Make-up Time -

22.5.1 An employee may elect, with the consent of Fire and Rescue NSW ~~the Department~~, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in this Award, at the ordinary rate of pay.

- 22.5.2 An employee on shift work may elect, with the consent of Fire and Rescue NSW ~~the Department~~, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

### 23. Sick Leave

- 23.1 The management of sick leave by ~~the Department~~ Fire and Rescue NSW will be underpinned by an Attendance Management System that seeks to support employees in maintaining their health and recovering from illness or incapacity, and ensuring that sick leave is used only for legitimate purposes.
- 23.2 In every case of illness or incapacity sustained by an employee whilst off duty, the following conditions shall apply.
- 23.3 Such employee shall, as soon as practicable, inform their immediate supervisor of such inability to attend for duty and, as far as possible, shall state the estimated duration of their absence.
- 23.4 Subject to the provisions of subclause 23.8, such employee shall forward to Fire and Rescue NSW ~~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~~ Fire and Rescue NSW outside of the Health and Safety Branch.
- 23.5 If so required, such employee shall submit to examination by Fire and Rescue NSW's ~~the Department's~~ medical officer.
- 23.6 Every employee who is absent from duty for a period of more than twenty-eight days shall be examined by Fire and Rescue NSW's ~~the Department's~~ medical officer or a medical officer nominated by ~~the Department~~ Fire and Rescue NSW 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 Fire and Rescue NSW's ~~the Department's~~ medical officer or nominated medical officer shall be reimbursed any out of pocket expenses reasonably and necessarily incurred. ~~The Department~~ Fire and Rescue NSW shall meet the cost of any such consultation.
- 23.7 The granting of sick leave, the duration thereof and the pay, if any, for the same shall be on the following basis:
- 23.7.1 One hundred and forty-four hours on full pay in any one year.
- 23.7.2 Effective 17 February 1997, the sick leave prescribed in 23.7.1 shall be fully cumulative less any sick leave taken.
- 23.7.3 Sick leave beyond the scale provided for shall be sick leave without pay.
- 23.7.4 Sick leave is intended to be allowed in respect of absences from duty caused by ordinary illness or incapacity for duty as the result of an illness or injury sustained whilst off duty. When the incapacity is due to organised sporting activity or paid work, unconnected with Fire and Rescue NSW ~~the Department~~, any sick leave payment shall take into account any benefit in the nature of sick leave or workers compensation payments the employee concerned receives from the body organising the sporting activity or paid work, but to the extent of such benefit, the employee's sick leave entitlement shall not be affected.
- 23.7.5 Where payment has been made for sick leave, under this clause, to an employee whose sick leave entitlement previously has been exhausted, or whose right to sick leave is not established, ~~the Department~~ Fire and Rescue NSW may deduct the amount overpaid from the

salary of the employee concerned in the next pay period or, if such a deduction would cause hardship, in accordance with the provisions of subclause 6.15 of this Award.

- 23.7.6 Recruit Firefighters shall be eligible for sick leave. However, such employees shall only be entitled to use up to and including 72 hours of sick leave.
- 23.7.7 When the incapacity is due to a cause which would entitle an employee to workers' compensation, ~~the Department~~ Fire and Rescue NSW shall pay the difference between the amount of workers' compensation payment and the ordinary rate of pay of the employee concerned. The employee's entitlement for sick leave arising from ordinary illness shall not be affected.
- 23.7.8 The employee shall prove to the satisfaction of Fire and Rescue NSW~~the Department~~, or, in the event of a dispute, to the satisfaction of the Industrial Relations Commission, that the employee was unable, on account of such illness or incapacity, to attend for duty on that day or days for which sick leave is claimed. Payment shall not be allowed for such leave until this condition is fulfilled. A medical certificate tendered in support of such claim shall state the illness or incapacity, and that the employee was prevented by such illness or incapacity from attending for duty on the day or days for which sick leave is claimed.
- 23.8 Employees are entitled to take unsupported sick leave absences, where no medical certificate is required, subject to the following provisions:
  - 23.8.1 Such absences may not exceed 3 separate occasions in any calendar year, where an 'occasion' shall be a shift or part of a shift (or in the case of Executive Officers, 3 separate days in any calendar year; and
  - 23.8.2 Such absences may not be taken on consecutive days; and
  - 23.8.3 Such absences may not be taken on public holidays; and
  - 23.8.4 Such absences may not be taken in relation to any matter that may be covered by workers' compensation.

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

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

#### **Review Mechanisms**

- 23.12 During the life of the Award, ~~the Department~~ Fire and Rescue NSW and the Union will, at regular intervals, monitor and review the operation of the Attendance Management Policy for Permanent Firefighters and the data on reduction in average sick leave levels.
- 23.13 At each review ~~the Department~~ Fire and Rescue NSW and the Union will assess progress against sick leave reduction targets.
- 23.14 Subject to clause 23.15, if targets are not being met ~~the Department~~ Fire and Rescue NSW will, after consultation with the Union, identify and implement the additional measures required to meet the targets and will vary the Attendance Management Policy for Permanent Firefighters accordingly.

- 23.15 In the event of a dispute as to a proposed variation, then provided the Union notifies a dispute within 7 days, the issue as to any proposed variation will be dealt with by the Industrial Relations Commission and during that process the status quo in regards to sick leave then applying will operate unless otherwise varied or altered by the Commission.

#### **Executive Officer entitlements**

- 23.16 Sick Leave on full pay accumulates at the rate of fifteen (15) days each calendar year, and any such accrued leave not taken is fully cumulative.
- 23.17 For the purpose of subclause 23.16 "service" means continuous service.

### **23a Domestic and Family Violence Leave**

23a.1 The definition of domestic violence is found in clause 4, Definitions of this Award;

23a.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:

23a.2.1 seeking safe accommodation;

23a.2.2 attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence;

23a.2.3 attending court and other legal proceedings relating to their experience of domestic and family violence;

23a.2.4 organising alternative care or education arrangements for their children; or

23a.2.5 other related purposes approved by the employer.

23a.3 The leave entitlement can be accessed without the need to exhaust other existing leave entitlements first.

23a.4 When approving leave, Fire and Rescue NSW needs to be satisfied, on reasonable grounds, that domestic and family violence has occurred, and may require proof such as:

23a.4.1 an agreed document issued by the Police Force, a court, a domestic violence support service or a member of the legal profession;

23a.4.2 a provisional, interim or final Apprehended Violence Order (AVO), certificate of conviction or family law injunction; or

23a.4.3 a medical certificate.

23a.5 Temporary and part-time employees will be entitled to the leave on a pro-rata basis.

23a.6 Where the entitlements provided by this clause have been exhausted, other available leave entitlements provided for under this Award may be applied for by employees experiencing domestic and family violence.

23a.7 Personal information concerning domestic violence will be kept confidential by [Fire and Rescue NSW](#);

23a.8 [Fire and Rescue NSW](#), 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.



## 24. Special Leave for Union Activities

### 24.1 Attendance at Union Conferences/Meetings

24.1.1 Employees who are members of the Union and accredited by the Union as a delegate are entitled to special leave with pay to attend the following:

- 24.1.1.1 annual or bi-annual conferences of the Union; and
- 24.1.1.2 annual conferences of the United Firefighters Union of Australia; and
- 24.1.1.3 meetings of the Union's Executive/Committee of Management; or
- 24.1.1.4 annual conference of Unions NSW; or
- 24.1.1.5 bi-annual conference of the Australian Council of Trade Unions.

24.1.2 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:

- 24.1.2.1 establishing accreditation as a delegate with the Union; and
- 24.1.2.2 providing sufficient notice of absence to Fire and Rescue NSW~~the Department~~; and
- 24.1.2.3 lodging a formal application for special leave.

24.1.3 Such leave is also subject to the Union:

- 24.1.3.1 providing documentary evidence to ~~the Department~~ Fire and Rescue NSW about an accredited delegate in sufficient time to enable ~~the Department~~ Fire and Rescue NSW to make arrangements for performance of duties; and
- 24.1.3.2 meeting all travelling, accommodation and any other costs incurred for the accredited delegate; and
- 24.1.3.3 providing ~~the Department~~ Fire and Rescue NSW with confirmation of attendance of the accredited delegate.

24.1.4 Providing the provisions of this clause are satisfied by both the employee and the Union, ~~the Department~~ Fire and Rescue NSW shall:

- 24.1.4.1 release the accredited delegate for the duration of the conference or meeting;
- 24.1.4.2 grant special leave (with pay); and
- 24.1.4.3 ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.

24.1.5 Period of Notice

- 24.1.5.1 Generally, dates of conferences or meetings are known well in advance and it is expected that ~~the Department~~ Fire and Rescue NSW would be notified as soon as accreditation has been given to a delegate or at least two weeks before the date of attendance.
- 24.1.5.2 Where extraordinary meetings are called at short notice, a shorter period of notice would be acceptable, provided such notice is given to ~~the Department~~

Fire and Rescue NSW as soon as advice of the meeting is received by the accredited delegate.

#### 24.1.6 Travel Time

24.1.6.1.1 Where a delegate has to travel to Sydney, inter or intra State, 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.

24.1.6.1.2 No compensation is to be provided if travel can be and is undertaken on an accredited delegate's non-working day or before or after his/her normal hours of work.

#### 24.1.7 Payment

24.1.7.1 Employees entitled to special leave in terms of this clause shall, for such special leave, receive their normal rate of pay. Provided that for the purpose of this clause "normal rate of pay" will include allowances, except for the Relieving Allowance set at Item 16 of Table 3 of Part C.

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

#### 24.1.9 Availability of Special Leave

24.1.9.1 Special leave shall not be available to employees whilst they are rostered off duty or on any period of other leave.

### 24.2 Attendance at Courses/Seminars Conducted or Supported by TUEF

24.2.1 Except where inconsistent with the provisions of subclause 24.2, the provisions of subclause 24.1 of this clause shall also apply for attendance at courses or seminars conducted or supported by the Trade Union Education Foundation (TUEF).

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

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

24.2.3.1 Fire and Rescue NSW~~Departmental~~ operating requirements permit the grant of leave and the absence does not result in working of overtime by other employees;

24.2.3.2 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 24.2.2., special leave may include travelling time necessarily required during working hours to attend courses or seminars;

24.2.3.3 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.

## 25. Court Attendance Entitlements

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

- 25.1.1 result of the duties performed by the employee in the employee's position with ~~the Fire and Rescue NSW Department~~, including attendance at an incident.
- 25.1.2 witness for the Crown but not as a result of the duties performed by the employee in the employee's position with ~~Fire and Rescue NSW the Department~~.
- 25.1.3 witness in a private capacity.
- 25.2 Attendance at Court as a result of the duties performed by an employee in the employee's position with ~~Fire and Rescue NSW the Department~~, including attendance at an incident.
  - 25.2.1 Such attendance shall be regarded as attendance in an Official Capacity and uniform must be worn.
  - 25.2.2 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 26, Travelling Compensation. Other than as provided by subclause 25.2, 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 ~~Fire and Rescue NSW the Department~~.
  - 25.2.3 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 26, Travelling Compensation. Where approval has been given to the employee to use the employee's private vehicle, employees shall be entitled to receive the appropriate Specified Journey Rate prescribed at Item 1 of Table 4 of Part C. All public transport costs, reasonably and necessarily incurred, shall be fully reimbursed.
  - 25.2.4 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.
  - 25.2.5 The following provisions are to apply to ensure that employees attending Court are given adequate time free from duty to meet Court commitments:-
    - 25.2.5.1 Day Shift
 

Where an employee is rostered to work a day shift arrangements must be made within the normal protocol for the employee to be relieved whilst attending Court.
    - 25.2.5.2 Night Shift
 

An employee required to attend Court shall not be rostered for duty on the night shift which ceases on the day of the Court proceedings. When the employee is released from duty at the Court, and if required to report for duty that evening, such duty shall not commence until an eight hour break has been taken, pursuant to subclause 9.10 of Clause 9, Overtime.
  - 25.2.6 Where the employee is recalled to duty to attend Court while on Annual or Long Service Leave:
    - 25.2.6.1 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.

- 25.2.6.2 Time worked in excess of eight hours on any recall to duty during annual or long service leave shall be compensated at the rate of double time. The calculation of time worked for the purpose of calculating double time shall commence from the time duty commences at Court until the employee is excused from the Court.
- 25.2.6.3 Where the combined period of travelling time and Court attendance is less than or equal to eight hours, travelling time is included in the minimum payment prescribed in subclause 25.2.6.1. Where the combined period of Court attendance and travelling time exceeds eight hours, the excess travelling time shall be compensated for in terms of Clause 26, Travelling Compensation.
- 25.2.7 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.
- 25.2.8 "Stand-By"
  - 25.2.8.1 "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.
  - 25.2.8.2 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.
  - 25.2.8.3 Written confirmation from the Court of such necessity to be on Stand-By must also be provided.
  - 25.2.8.4 Where an employee is rostered off-duty and is on Stand-By, the employee shall be entitled to be paid the appropriate amounts set at Item 18 of Table 3 of Part C.
- 25.3 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 Fire and Rescue NSW~~the Department~~.
- 25.3.1 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~~ Fire and Rescue NSW 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.
- 25.4 Where an Employee Attends Court in a Private Capacity, (i.e., not subpoenaed by the Crown).
  - 25.4.1 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.

## 26. Travelling Compensation

### 26.1 Excess Travelling Time

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

- 26.1.1 If the travel is on a non-working day and is undertaken by direction of the Commissioner or an authorised officer, the Operational Firefighter is entitled to the benefit of subclause 26.1.

- 26.1.2 Where the travel is on a working day, the excess time spent travelling before the normal commencing time or after the normal ceasing time, rounded to the lower quarter hour, shall be counted for the benefit of subclause 26.1.
- 26.1.3 Payment for excess travelling time on both a working day and a non-working day shall be at the Operational Firefighter's ordinary rate of pay on an hourly basis (calculated by dividing the "Per Week" rate of pay by 40) subject to a ceiling of the hourly rate of pay of a Station Officer set at Item 3 of Table 4 of Part C.
- 26.1.4 Where the Operational Firefighter 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.
- 26.1.5 Travelling time does not include time spent:
  - 26.1.5.1 travelling on permanent transfer where the transfer involves promotion with increased salary; or as a consequence of a breach of discipline by the employee; or is at the employee's request; or is under an arrangement between employees to exchange positions;
  - 26.1.5.2 travelling by ship on which meals and accommodation are provided; or
  - 26.1.5.3 taking a meal when the employee stops a journey to take the meal.
- 26.1.6 Travelling time shall be calculated by reference to the use of the most practical and economic means of transport.
- 26.1.7 Payment will not be made or allowed for more than eight (8) hours in any period of twenty four (24) hours.

## 26.2 Waiting Time

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

- 26.2.1 Where there is no overnight stay with accommodation at a centre away from the employee's residence or normal work location, one hour shall be deducted from:
  - 26.2.1.1 the time between arrival at the centre and the commencement of duty; and
  - 26.2.1.2 the time between ceasing duty and the time of departure from the centre.
- 26.2.2 Where overnight accommodation is provided, any time from arrival until departure shall not count as waiting time except as follows:
  - 26.2.2.1 if duty is performed on the day of arrival, the time less one hour between arrival and the commencement of duty; and
  - 26.2.2.2 if duty is performed on the day of departure, the time less one hour from the completion of duty to departure; or
  - 26.2.2.3 if no duty is performed on day of departure the time after 0830 hours until departure.

## 26.3 Meal Allowances

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

- 26.3.1.1 For breakfast when required to commence travel at/or before 0600 hours and at least one and a half hours before the normal commencing time, the amount set at Item 4 of Table 4 of Part C.
- 26.3.1.2 For lunch when, by reason of the journey, an employee is unable to take lunch at the place or in the manner in which the employee ordinarily takes lunch and is put to additional expense, the amount set at Item 5 of Table 4 of Part C or an amount equivalent to the additional expense, whichever is the lesser.
- 26.3.1.3 For an evening meal when required to work or travel until or beyond 1830 hours and at least one and a half hours after the ordinary ceasing time, an amount set at Item 6 of Table 4 of Part C.
- 26.3.1.4 Meal Allowances shall not be paid where the employee is provided with an adequate meal.

#### 26.4 Accommodation Allowances

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

- 26.4.1. For the first 35 calendar days, the appropriate amounts set at Item 7 of Table 4 of Part C; or
- 26.4.2 The actual necessary expenses for meals and accommodation (actuals), together with incidental expenses as appropriate, set at Item 8 of Table 4 of Part C. The necessary expenses do not include morning and afternoon tea.
- 26.4.3 After the first 35 calendar days and for up to six months an employee shall be paid an allowance at the rate set at Item 9 of Table 4 of Part C provided the allowance paid to an employee, temporarily located in Broken Hill, shall be increased by 20%. The allowance is not payable in respect of:
  - 26.4.3.1 Any period during which the employee returns home on weekends or public holidays commencing with the time of arrival at the residence and ending at the time of departure from the residence; or
  - 26.4.3.2 Any other period during which the employee is absent from the temporary work location (including leave) otherwise than on official duty, unless approved by the Commissioner.
- 26.4.4 The capital city rate shall apply to Sydney as bounded by the GSA.
- 26.4.5
  - 26.4.5.1 Where an employee proceeds directly to a temporary work location in a Capital city and returns direct, the Capital city rate applies to the whole absence.
  - 26.4.5.2 Where an employee breaks the journey, other than for a meal, in a centre that is not a capital city, the capital city rate applies only in respect of the time spent in the capital city, the elsewhere rate applies to the remainder of the absence.

#### 26.5 Incidental Expenses Allowances - Government Provided Accommodation

When an employee is required to perform official duty at a temporary work location which requires that the employee reside away from home and is provided with accommodation by the Government, the employee shall be eligible to be reimbursed expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform that duty and in addition be paid

an allowance at the rate set at Item 10 of Table 4, of Part C 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.

## 26.6 Additional Provisions

- 26.6.1 Unless specifically provided for in Clause 12, Relieving Provisions, Clause 16, Training Course Attendance Entitlements or Clause 25, Court Attendance Entitlements, the provisions of this clause shall not apply in the circumstances provided for by those clauses. Nor do they apply to Recruits undertaking College training.
- 26.6.2 When an employee is required to travel to a temporary work location or to attend a training course or conference on what would normally be regarded as a one day journey and the time of travel will exceed four hours on any one day in addition to the normal hours of work, the employee may be directed or may request that the employee reside temporarily at a place other than the employee's residence to avoid such travel time on any day and in such case shall be entitled to the accommodation allowances as appropriate.
- 26.6.3 The claim for an accommodation allowance or reimbursement of expenses shall be for the whole of the period of absence and cannot be dissected into part of the time of the absence by way of allowance and part of the absence being compensated by reimbursement.
- 26.6.4 When an employee in receipt of an accommodation allowance is granted special leave to return home from a temporary work location, the employee shall be reimbursed for the cost of the return rail fare or if a first class rail service is reasonably available, the cost of a first class return rail fare, or a motor vehicle allowance at the appropriate specified journey rate set at Item 1 of Table 4 of Part C to the value of the rail fares. No taxi fares or other incidental expenses are payable.
- 26.6.5 An employee shall be entitled to the option of using public transport or reimbursement for the use of the employee's private vehicle on the following basis:
  - 26.6.5.1 Reimbursement is not to be paid for a journey if an official motor vehicle is available for the journey.
  - 26.6.5.2 If an official motor vehicle was not available but public transport was reasonably available for the journey, the amount of any reimbursement is not to exceed the cost of the journey by public transport.
  - 26.6.5.3 Where the employee elects to use a private vehicle the employee shall be reimbursed at the specified journey rate prescribed from time to time or the cost of public transport, whichever, unless the Commissioner approves otherwise, is the lesser.
  - 26.6.5.4 Where an official motor vehicle is not available, and public transport was not reasonably available for the journey, if the employee agrees to use the employee's private vehicle, reimbursement shall be at the appropriate Official Business rate set at Item 11 of Table 4 of Part C.
  - 26.6.5.5 Where the meal allowance or the accommodation allowance is insufficient to adequately reimburse the employee for expenses properly and reasonably incurred, a further amount may be paid so as to reimburse the employee for the additional expenses incurred subject to the following:
    - 26.6.5.5.1 The Commissioner may require the production of receipts or other proof that expenditure was incurred.



- 26.6.5.5.2 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.
- 26.6.5.5.3 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.
- 26.6.5.6 The Commissioner is to consider the convenience of the employee when an employee is required to travel to a temporary work location.
- 26.6.5.7 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 excess travel time and payment of allowances is reasonably minimised.

## 26.7 Claims

Claims should be submitted promptly, i.e., within one month from the completion of the work or within such time as the Commissioner determines.

- 26.7.1 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.
- 26.7.2 In assessing claims for excess 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~~ Fire and Rescue NSW is unreasonable in the circumstances, the employee may apply to the Commissioner for a review of Fire and Rescue NSW's ~~the Department's~~ decision. Where an employee does not wish to use the means of transport proposed by ~~the Department~~ Fire and Rescue NSW e.g. 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.
- 26.7.3 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.

## 26.8

- 26.8.1 The meal, accommodation and incidental allowances in Items 4 to 10 of Table 4 of Part C, shall be adjusted on 1 July in line with the corresponding reasonable allowance amounts for the appropriate financial year as published by the Australian Taxation Office (ATO).
- 26.8.2 The per kilometre rates in Items 1 & 11 of Table 4 of Part C, shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures).

## 27. Notice of Transfer

- 27.1 When an employee is to be transferred to work at a new location and/or to a different platoon, the Commissioner shall give the employee the following notice -
  - 27.1.1 Seven (7) days notice when the transfer is within the same fire district or within the GSA and on the same platoon,

- 27.1.2 Fourteen (14) days notice when the transfer is within the same fire district or within the GSA but to a different platoon,
- 27.1.3 Twenty eight (28) days notice when the transfer is outside the GSA or the employee's current fire district, and such notice shall be confirmed in writing.
- 27.2 An employee may elect to waive, in whole or in part, the notice requirements of subclause 27.1.

## **28. Transfers Outside of the GSA**

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

### **28.1 Transfer Register Applications**

- 28.1.1 Applications for placement on any Transfer Register shall be made by way of report to the Manager Operational Personnel. Such reports shall clearly state the Transfer Register on which the employee seeks to be placed, the employee's current classification, the employee's current address and whether or not the employee is claiming residential priority pursuant to subclause 28.4.
- 28.1.2 With the exception of Recruit Firefighters, all Non-Officers shall be eligible to apply for placement on any one or more of the Country Transfer Registers or Regional Transfer Registers listed at subclause 28.2.
- 28.1.3 With the exception of Inspectors with regards to the Blue Mountains area (only), all Station Officers and Inspectors shall be eligible to apply for placement on any one or more of the Regional Transfer Registers listed at subclause 28.2.2.
- 28.1.4 Leading Firefighters shall be entitled to apply for placement on any Officer Transfer Register but shall not be entitled to a transfer as a consequence of that placement unless and until such time as they have been promoted to Station Officer rank. Similarly, Leading Station Officers shall be entitled to apply for placement on any Senior Officer Transfer Register but shall not be entitled to a transfer as a consequence of that placement unless and until such time as they have been promoted to Inspector rank.
- 28.1.5 The Manager Operational Personnel shall acknowledge receipt of all applications within 14 days of the day upon which they are received. This receipt shall confirm the employee's service number, name, date of application, Transfer Register for which the employee has applied and, if applicable, whether or not the employee's claim for residential priority has been accepted. Applications for placement on a Transfer Register shall only be valid upon the issuing of this receipt, which shall serve as proof of an employee's application.
- 28.1.6 Employees may be removed from a Transfer Register by submitting a further report to that effect to the Manager Operational Personnel, who shall in turn issue a receipt as proof of that withdrawal.

### **28.2 Transfer Registers**

#### **28.2.1 Country Transfer Registers:**

<b>Transfer Register</b>	<b>Local Government Area</b>
Albury	Albury City Council
Armidale	Armidale City Council
Batemans Bay	Eurobodalla Shire Council
Bathurst	Bathurst City Council
Broken Hill	Broken Hill City Council
Coffs Harbour	Coffs Harbour City Council

Dubbo	Dubbo City Council
Goulburn	Goulburn City Council
Moree	Moree Plains Shire Council
Nowra	Shoalhaven City Council
Orange	Orange City Council
Port Macquarie	Hastings Council
Queanbeyan	Queanbeyan City Council
Tamworth	Tamworth City Council
Wagga Wagga	Wagga Wagga City Council

#### 28.2.2 Regional Transfer Registers:

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

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

28.2.3.1 Notwithstanding the provisions of subclause 28.4.2, an applicant who satisfies the provisions of subclause 28.4.3 and has done so for a period of 2 or more consecutive years leading up to the date of creation of a Transfer Register shall be placed at the top of that Residential Transfer Register. Where more than one applicant satisfies this provision, placement on that Residential Transfer Register shall be determined by a ballot conducted by the Manager Operational Personnel; and

28.2.3.2 Applicants who are unable to satisfy the provisions of subclause 28.2.3.1 shall be placed at the top of the relevant General Transfer Register. Where more than one such application is received, the order of placement shall be determined by way of a ballot conducted by the Manager Operational Personnel.

#### 28.3 Operation of Transfer Registers

28.3.1 ~~The Department~~ Fire and Rescue NSW shall establish and maintain a General Transfer Register and a Residential Transfer Register for each category of Operational Firefighter employees as follows:

28.3.1.1 in the case of Non-Officers, for each of the Country Transfer Register areas and Regional Transfer Register areas listed at subclauses 28.2.1 and 28.2.2;

28.3.1.2 in the case of Officers, for each of the Regional Transfer Register areas listed at subclause 28.2.2; and

28.3.1.3 in the case of Senior Officers, for each of the Regional Transfer Register areas listed at subclause 28.2.2. Provided that there shall not be a Blue Mountains Regional Transfer Register, a Maitland Transfer Register or a Northern Rivers

Regional Transfer Register for Senior Officers, and that vacancies which occur within those areas shall be filled in accordance with subclause 28.7.

## 28.3.2

28.3.2.1 Each General Transfer Register shall detail each applicant's employee service number, their name (and in the case of Officer and Senior Officer transfer registers only, their rank), the date of their original application for transfer and, if applicable, the date their application for residential priority status was accepted, the date they were elevated to that area's Residential Transfer Register and/or the date of their eventual transfer to the area in question.

28.3.2.2 Each Residential Transfer Register shall detail each applicant's employee service number, their name (and in the case of Officer and Senior Officer transfer registers only, their rank), the date of their original application for transfer, the date their application for residential priority status was accepted, the date they were elevated to that area's Residential Transfer Register and, if applicable, the date of their eventual transfer to the area in question.

28.3.3 The order of placement of each employee upon each Transfer Register shall be determined:

28.3.3.1 in the case of General Transfer Registers, by order of the date upon which the employee made application for placement upon that Transfer Register. Where more than one application for the same Transfer Register is submitted on the same day, the Manager Operational Personnel shall determine the order of placement of those multiple applicants by way of ballot; and

28.3.3.2 in the case of Residential Transfer Registers, by order of the date upon which the employee was elevated to that Residential Transfer Register. Subject to the provisions of 28.4.3, 28.4.7.1 and 28.4.7.2, an employee's elevation to a Residential Transfer Register shall be subject to: firstly, the employee having held a position on the relevant General Transfer Register for at least two years; and secondly, the employee having been recognised as having met and maintained residential priority status for that Transfer Register's area for at least two years.

28.3.4 Subject to the arrangements applying to Leading Firefighters and Leading Station Officers at subclauses 28.1.4 and 28.3.5, transfers shall be offered to employees upon the occurrence of a vacancy in the following order:

28.3.4.1 Firstly, by reference to the relevant Residential Transfer Register, with the first offer to be made to the highest placed employee on that Register and, if declined, to the next highest placed employee and so on until such time as the vacancy is filled.

28.3.4.2 In the event that no employee exists on the relevant Residential Transfer Register, or that all employees on that Residential Transfer Register decline the offer of transfer, the vacancy shall then be offered to all employees on the relevant General Transfer Register, with the first offer to be made to the highest placed employee on that Register and, if declined, to the next highest placed employee and so on until such time as the vacancy is filled.

28.3.4.3 In the event that no employee exists on the relevant General Transfer Register and/or all employees on that General Transfer Register decline the offer of transfer, the vacancy shall then be advertised for and open to all eligible employees.

28.3.5 An employee who accepts an offer of transfer pursuant to subclause 28.3.4 shall be released from their current position within twenty eight (28) days and transferred to that Transfer

Register area. Declining an offer of transfer shall result in an employee's removal from the relevant Transfer Register. Employees who are so removed and who subsequently re-apply for placement on that Transfer Register will be required pursuant to subclause 28.4.6 to seek and hold residential priority for two years following their re-application in order to be elevated to that Residential Transfer Register.

- 28.3.6 ~~The Department Fire and Rescue NSW~~ shall make available copies of all Transfer Registers to employees in the manner agreed between ~~the Department Fire and Rescue NSW~~ and the Union.

#### 28.4 Residential Priority

- 28.4.1 All employees seeking residential priority for any Transfer Register area shall be required to submit a report to the Manager Operational Personnel setting out the grounds for their claim. Such employees shall be required to provide evidence of their claim for primary residence prior to being placed on the Transfer Register with Statutory Declarations, electoral enrolment forms, rates notices, bills and/or such other documentation or evidence which it would be reasonable for ~~the Department Fire and Rescue NSW~~ to request of the employee in order to verify their claim. Vacant blocks of land, Post Office boxes, investment properties, holiday homes or the addresses of relatives or friends, when in fact the employee has primarily resided elsewhere, shall therefore be unacceptable. This report may be either the same report as that of the employee's original application made pursuant to subclause 28.1.1, or a subsequent report which is submitted due to an employee's transfer or a change of primary residence.
- 28.4.2 An employee shall not be entitled to recognition of residential priority on any Transfer Register prior to the date of their report making application for that recognition pursuant to subclause 28.4.1.
- 28.4.3 In order to recognise an employee's claim for residential priority for a particular Transfer Register, the Manager Operational Personnel must first be satisfied that the primary residence in question is located either:
- 28.4.3.1 within the Transfer Register area in question, or
  - 28.4.3.2 in such a location that any permanently staffed fire station within the Transfer Register area for which the applicant is claiming residential priority is closer to their primary residence than any permanently staffed fire station within the GSA or Transfer Register area, as the case may be, to which the applicant is currently attached. For the purposes of this subclause, distances shall be determined by drawing a straight line between both locations and calculating that distance, i.e. in a straight line.
- 28.4.4 Employees holding residential priority status on any Transfer Register will be removed from that Transfer Register if they fail to submit a further report pursuant to subclause 28.4.1 within three months of their:
- 28.4.4.1 change in the location of their primary residence, even where the change did not affect the employee's residential priority status; or
  - 28.4.4.2 transfer from the GSA to a Country or Regional Transfer Register area; or
  - 28.4.4.3 transfer from one Country or Regional Transfer Register area to another Country or Regional Transfer Register area.
- 28.4.5 The Manager Operational Personnel shall acknowledge and review all reports submitted pursuant to subclause 28.4.4. If an employee's transfer or revised primary residence location means that the employee no longer satisfies the residential priority requirements of subclause 28.4.3, then the employee's records upon the relevant Transfer Register(s) shall be adjusted

accordingly. It shall remain the responsibility of employees to apply for any additional residential priority status which may arise as a result of their transfer or revised primary residence.

- 28.4.6 Subject to the provisions of subclause 28.4.7, an employee who has held and continually maintained residential priority status upon a General Transfer Register for two years shall then be elevated to the relevant Residential Transfer Register in accordance with subclause 28.3.3.2. Provided that employees who are elevated to a Residential Transfer Register and who are later found to no longer meet the criteria for residential priority shall be returned to and placed upon the relevant General Transfer Register by order of the date of their original application.
- 28.4.7 In the case of Senior Firefighters who are progressed to Leading Firefighter:
- 28.4.7.1 if stationed within a Regional Transfer Register area at the time of their progression then such employees who make application pursuant to subclause 28.1 within three months of the date of their progression shall be placed on the corresponding Residential Transfer Register for Officers as of the date of that progression;
  - 28.4.7.2 if holding a position on a Regional area's Residential Transfer Register for Firefighters at the time of their progression then such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding Residential Transfer Register for Officers as of the date of that progression;
  - 28.4.7.3 if holding a position on a Regional area's General Transfer Register for Firefighters at the time of their progression, and holding residential priority status for that area, then such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding General Transfer Register for Officers as of the date of that progression and recognised for the purposes of subclause 28.4.6 for that period of residential qualification already accrued.
  - 28.4.7.4 if holding a position on a Regional area's General Transfer Register for Firefighters at the time of their progression, but without holding residential priority status for that area, then such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding General Transfer Register for Officers as of the date of that progression.
- 28.4.8 In the case of Station Officers who are progressed to Leading Station Officer:
- 28.4.8.1 if stationed within a Regional Transfer Register area at the time of their progression then subject to subclause 28.3.1.3, such employees who make application pursuant to subclause 28.1 within three months of the date of their progression shall be placed on the corresponding Residential Transfer Register for Senior Officers as of the date of that progression;
  - 28.4.8.2 if holding a position on a Regional area's Residential Transfer Register for Officers at the time of their progression then subject to subclause 28.3.1.3, such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding Residential Transfer Register for Senior Officers as of the date of that progression;

- 28.4.8.3 if holding a position on a Regional area's General Transfer Register for Officers at the time of their progression, and holding residential priority status for that area, then subject to subclause 28.3.1.3, such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding General Transfer Register for Senior Officers as of the date of that progression and recognised for the purposes of subclause 28.4.6 for that period of residential qualification already accrued;
- 28.4.8.4 if holding a position on a Regional area's General Transfer Register for Officers at the time of their progression, but without holding residential priority status for that area, then subject to subclause 28.3.1.3, such employees shall be entitled within three months of the date of their progression to submit a further report pursuant to subclause 28.1, following which they shall also be placed on the corresponding General Transfer Register for Senior Officers as of the date of that progression.
- 28.4.9 Employees who are stationed within a Transfer Register area at the time of their appointment to an Operational Support position and who make application pursuant to subclause 28.1 within three months of the date of their appointment shall be placed on that area's Residential Transfer Register as of the date of that appointment.
- 28.4.10 Subject to subclauses 14.14.2, 14.15.2 and 28.7, employees who are promoted to either Station Officer or Inspector and who are not stationed within the GSA at the time of their promotion shall be transferred to and remain within the GSA until such time as they are again transferred outside of the GSA in accordance with the other provisions of this Clause.

## 28.5 Appeals concerning Residential Priority

- 28.5.1 An employee seeking to challenge either the ~~Fire and Rescue NSW's Department's~~ determination of their residential priority status, or ~~Fire and Rescue NSW's the Department's~~ determination of the residential priority status of another employee may appeal in the first instance by way of report to the Assistant Director Operational Personnel. Such reports shall provide all relevant details and may be supported by any documentation or evidence which the employee considers relevant to their claim. An anonymous appeal against an employee shall not be investigated.
- 28.5.2 Where an appeal concerns the employee's own residential status, the Assistant Director Operational Personnel shall provide the employee with a written determination of that appeal, setting out the reasons for same, within 14 days of receipt of the employee's report.
- 28.5.3 Where an appeal concerns the residential status of another employee, the Assistant Director Operational Personnel shall forward a copy of the said report to the employee who is the subject of the challenge. The employee under challenge shall be allowed no less than 28 days to reply by way of report to the Assistant Director Operational Personnel who shall thereafter provide both employees with a written determination of the appeal, setting out the reasons for same, within 14 days of receipt of the second employee's report.
- 28.5.4 An employee may appeal a determination of the Assistant Director Operational Personnel by way of report to the Commissioner. The Commissioner shall consider all previous reports and documentation relating to the matter, together with any additional information which the employee or employees concerned may supply, following which the Commissioner shall provide the employee or employees concerned with a written and final determination of the matter.

## 28.6 Newcastle Communication Centre

- 28.6.1 Vacancies in the Newcastle Communication Centre shall initially be advertised in Commissioner's Orders and open to all eligible employees (Non-Officers or Officers, as the



case may be) who are stationed within the Newcastle Transfer Register area. Where there are more applicants than positions available, merit selection shall determine the successful applicant.

28.6.2 In the event that no suitable applications are received at subclause 28.6.1, or that the merit selection process finds those who did apply unsuitable, the vacancy shall then be re-advertised in Commissioner's Orders and open to all eligible employees.

28.6.3 Successful applicants will be required to successfully complete the required training, and on appointment, to serve in the Newcastle Communication Centre for a minimum period of three years. Provided that if the transfer is made in accordance with subclause 28.6.2 then:

28.6.3.1 an employee who accepts an offer of transfer in the interim will be released pursuant to subclause 28.3.5; and

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

## 28.7 Country Officers, Country Senior Officers and Operational Support Staff

28.7.1 Vacancies which occur amongst any of the positions listed at subclauses 28.7.2, 28.7.3 and 28.7.4 shall be advertised through Commissioner's Orders and filled by merit selection.

### 28.7.2 Country Officers

28.7.2.1 Country Officers, being all Station Officer positions located in areas outside of the GSA and the Regional areas listed at subclause 28.2.2, for which Leading Station Officers, Station Officers and Leading Firefighters shall be eligible to apply.

28.7.2.2 In the event that no employees apply for a Country Officer position at subclause 28.7.2.1, or that the merit selection process finds those who did apply unsuitable for the Country Officer position in question, the vacancy shall be re-advertised through Commissioner's Orders and filled by merit selection from all Senior Firefighters with at least 36 months service with Fire and Rescue NSW as a Senior Firefighter as of the closing date for applications.

28.7.2.3 A Senior Firefighter who successfully applies for a Country Officer vacancy pursuant to subclause 28.7.2.2 shall be required to satisfactorily complete the Leading Firefighter Program prior to their transfer to the station/location and performance of the duties of the vacant Country Officer position pursuant to subclause 7.5.2, provided that a Senior Firefighter who successfully applies for a Country Officer vacancy pursuant to subclause 28.7.2.2 and who then satisfactorily completes the Leading Firefighter Program shall not be progressed to Leading Firefighter and/or promoted to Station Officer until they also satisfactorily complete the Station Officer Program.

### 28.7.3 Country Senior Officers

28.7.3.1 Country Senior Officers, being all Inspector positions located outside the GSA and the Newcastle, Central Coast and Illawarra Transfer Register areas, for which Inspectors and Leading Station Officers shall be eligible to apply.

28.7.3.2 In the event that no Inspectors or Leading Station Officers apply for a Country Senior Officer position at subclause 28.7.3.1, or that the merit selection process finds those who did apply unsuitable for the Country Senior Officer position in question, the vacancy shall be re-advertised through Commissioner's Orders and filled by merit selection from all Station Officers with at least 24 months

service with Fire and Rescue NSW as a Station Officer as of the closing date for applications.

- 28.7.3.3 A Station Officer who successfully applies for a Country Senior Officer vacancy pursuant to subclause 28.7.3.2 shall be required to satisfactorily complete the Leading Station Officer Program prior to their transfer to the station/location and performance of the duties of the vacant Country Senior Officer position pursuant to subclause 7.5.3, provided that a Station Officer who successfully applies for a Country Senior Officer vacancy pursuant to subclause 28.7.3.2 and who then satisfactorily completes the Leading Station Officer Program shall not be progressed to Leading Station Officer and/or promoted to Inspector until they also satisfactorily complete the Inspector Program.

#### 28.7.4 Operational Support staff

- 28.7.4.1 Operational Support staff, being all positions defined as such by Clause 14 of this Award.
- 28.7.4.2 In the event that no Inspectors or Leading Station Officers apply for an Operational Support Inspector position, or that the merit selection process finds those who did apply unsuitable for the Operational Support Inspector position in question, the vacancy shall be readvertised through Commissioner's Orders and filled by merit selection from Station Officers with at least 24 months service with Fire and Rescue NSW as a Station Officer as of the closing date for applications.
- 28.7.4.3 A Station Officer who successfully applies for an Operational Support Inspector vacancy pursuant to subclause 28.7.4.2 shall be required to satisfactorily complete the Leading Station Officer Program prior to their transfer to and performance of the duties of the vacant Operational Support Inspector position pursuant to subclause 7.5.4, provided that a Station Officer who successfully applies for an Operational Support Inspector vacancy pursuant to subclause 28.7.4.2 and who then satisfactorily completes the Leading Station Officer Program shall not be progressed to Leading Station Officer and/or promoted to Inspector until they also satisfactorily complete the Inspector Program.

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

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

#### 29.2 Exceptions

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

at their own request;

under an arrangement between employees to exchange positions;

on account of the employee's breach of discipline;

from one station/location within the Metropolitan Area to another station/location within the Metropolitan Area, or within the same Zone.

- 29.2.2 For purposes of this clause, Metropolitan Area means and includes the Sydney Region as defined by ~~the Department Fire and Rescue NSW~~ of Planning but also including the area referred to as the Central Coast on the Northern Line as far as Gosford, the area on the Western Line as far as Mt. Victoria and on the Illawarra Line as far as Wollongong.
- 29.2.3 Employees who are transferred as a result of inclusion in a transfer list established in accordance with Clause 28 of this Award shall, for the purposes of this Clause, be deemed to have been transferred "at their own request" and shall not be eligible for the entitlements set out in this Clause.
- 29.2.4 Notwithstanding the provisions of subclause 29.2.1, employees who are transferred by way of a merit selection process, including employees promoted to a rank that necessitates a transfer, shall attract the relevant entitlements of this Clause.
- 29.2.5 Notwithstanding the provisions of subclause 29.2.1, employees who received compensation for transferring to a particular station/location shall, after a period of not less than 2 years service at that location, be entitled to the provisions of this Clause upon transfer to the GSA.
- 29.3 This clause does not alter the transfer procedures, as at the date of making of this Award, set out in Standing Orders. Any variation to those procedures shall be by agreement between ~~the Department Fire and Rescue NSW~~ and Union.
- 29.4 Leave
- When an employee has been given notice of transfer and is required to move to new accommodation the employee shall be eligible for leave and/or to apply for payment at the ordinary rate of pay in lieu of the granting of leave or the Commissioner may credit such leave as consolidated leave as follows to a maximum of:
- 29.4.1 Sixteen (16) working hours to visit the new location with a view to obtaining accommodation,
- 29.4.2 Sixteen (16) working hours to prepare and pack personal and household effects prior to removal or for the purpose of arranging storage,
- 29.4.3 Such leave as is necessary to travel to the new location for the purposes of obtaining suitable accommodation and/or to commence duty,
- 29.4.4 Eight (8) hours for the combined purpose of cleaning the premises being vacated and/or occupying and settling into the new premises.
- Where an employee is eligible for, and takes leave, for part of a shift the Commissioner may direct the employee to take consolidated leave to credit for the remainder of the shift and if the employee does not have sufficient leave to credit, the shortfall may be taken as an advance against consolidated leave that may accrue or as leave without pay.
- 29.4.5 Provided suitable arrangements can be made for a performance of duties, an employee working a special roster who has been unable to secure accommodation for the family at the new location is entitled to sufficient special leave to permit a return home on weekends once each month to spend two consecutive days and nights with the family, together with an additional day and night in respect of each public holiday occurring in conjunction with the weekend and on which the employee would not normally be rostered for duty. This leave is limited to the time necessarily required in travelling on the day preceding and the day following such weekend.
- 29.4.6 Where a transferred employee working a special roster is located in a district where a return home once each month is not possible, such employee, after four weeks at the new location, will be entitled to sufficient leave to allow the transferred employee two consecutive days and nights at a weekend with the family. Following that four weeks, the employee will be allowed

to accumulate special leave at the rate of sixteen (16) working hours per month until sufficient leave is available to allow the return home at a weekend for a similar period.

29.4.7 Special Roster is the roster specified at subclause 8.6 of this Award.

## 29.5 Cost of Temporary Accommodation

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

29.5.1 Transferred employees maintaining dependant relatives at home who are required to vacate the existing residence prior to departure for the new location and/or who find it necessary to secure board and lodging for themselves and dependant relatives at the new location pending permanent accommodation (a residence) becoming available shall be allowed up to the amount set at Item 12 of Table 4 of Part C, per week calculated as the actual cost of the temporary accommodation less an excess contribution calculated as per the following table:

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

29.5.2 Where a transferred employee maintaining dependant relatives moves to the new location ahead of dependants, and permanent accommodation is not available, necessary board and lodging expenses in excess of the amount set at Item 13 of Table 4 of Part C, per week to a maximum allowance of the amount set at Item 12 of Table 4 of Part C, per week shall be payable.

29.5.3 Where a transferred employee not maintaining dependant relatives in the home is unable to secure permanent accommodation at the new location, the employee is to be paid an allowance of up to 50% of the total cost of board and lodging for a maximum period of four (4) weeks subject to a maximum the amount set at Item 12 of Table 4 of Part C, per week. Where the period of four (4) weeks is not sufficient for the employee to find suitable permanent accommodation, full particulars should be provided to allow the DPE to consider the extension of this provision.

29.5.4 An employee receiving an allowance for temporary accommodation as set out above is entitled to a laundry (not dry cleaning) allowance as set out at:

29.5.4.1 Item 14 of Table 4 of Part C, per week if the employee only is in temporary accommodation;

29.5.4.2 Actual expenses to a maximum as set at Item 15 of Table 4 of Part C, per week if the employee and dependants are in temporary accommodation.

29.5.5 Where an employee, together with dependants are in temporary accommodation the allowances may be paid until either

29.5.5.1 a suitable residence becomes available; or

29.5.5.2 up to twenty six (26) weeks if the transfer is to the country; or

29.5.5.3 up to thirteen (13) weeks if the transfer is to the Sydney Metropolitan Area,  
whichever is the sooner. The payment of allowances in all cases is subject to:

29.5.5.4 the production of receipts;

- 29.5.5.5 a written undertaking that any reasonable offer of accommodation will be accepted;
- 29.5.5.6 evidence that the employee is taking all reasonable steps to secure a residence.

When the Commissioner considers that a transferred employee has refused to accept reasonable accommodation and as a result the payment of an allowance has been discontinued, the matter may be referred by the employee or the Union to a Committee comprising two representatives of the Union and two representatives of the DPE. If no mutual decision is arrived at by the Committee the matter may be referred to the Industrial Relations Commission of NSW.

- 29.5.6 Extension of assistance beyond the twenty six (26)/thirteen (13) week period may be approved only if the application for assistance is supported by acceptable evidence of unsuccessful attempts to obtain accommodation which constitutes reasonably suitable accommodation.

## 29.6 Removal Costs

- 29.6.1 A transferred employee is entitled to reimbursement for the costs actually and necessarily incurred in removing personal and household effects to the new location. Provided that the journey is travelled by the shortest practicable route and completed within a reasonable time, these costs will include the actual and reasonable expenses incurred by the employee and dependants for meals and accommodation during the course of the journey.
- 29.6.2 Removal expenses allowed under this clause includes the costs of insuring furniture and effects whilst in transit up to an amount set at Item 16 of Table 4 of Part C. Where the insured value exceeds amount, the case should be referred to the DPE for consideration. They should be provided with an inventory of items to be transferred together with a declaration that all items included in that policy are being removed or stored, or, a certificate of valuation from a registered valuer certifying the value of furniture and effects being removed or stored.

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

### 29.6.3

- 29.6.3.1 A transferred employee shall be entitled to compensation for the accelerated depreciation of personal and/or household effects removed to a new location.
- 29.6.3.2 This entitlement is the amount set at Item 17 of Table 4 of Part C, where the Commissioner is satisfied that the employee has removed a substantial portion of what is normal household furniture, furnishing and fittings of not less value than the amount set at Item 18 of Table 4 of Part C. If the value is less than this amount, a pro rata amount is payable.

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

- 29.6.5 When an employee uses a private vehicle for the purposes of official business and finds it necessary to transport another private vehicle, normally used by a dependant relative maintained in the household, the cost of transporting or driving that second vehicle to the employee's new location shall be part of the removal costs and the employee may be paid

either the cost of transportation by road or rail or, if the vehicle is driven to the new location, a car allowance at the specified journey rate set at Item 1 of Table 4 of Part C.

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

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

## 29.7 Storage of Furniture

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

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

## 29.8 Costs of Personal Transport

29.8.1 The transferred employee and one member of the household, when proceeding on leave for the purpose of visiting the new location with a view to obtaining suitable accommodation, shall be entitled to the option of return rail fares, or if a first class rail service is reasonably available, first-class return rail fares, or reimbursement at the specified journey rate as set at Item 1 of Table 4 of Part C, for the use of a private vehicle up to the cost of rail fares.

29.8.2 The transferred employee and all members of the household, when travelling to the new location for the purpose of commencing duty, shall be entitled to rail fares or reimbursement for the use of the private vehicle, as set out in subclause 29.8.1, provided that, where the members of the employee's household do not travel on the same occasion as the employee, the entitlement for their personal transport shall be deferred until such time as travel to take up residence at the employee's new location occurs.

29.8.3 A transferred employee working the special roster specified at subclause 8.6, who has been unable to secure accommodation for the family at the new location, who is entitled to special leave to permit a return home at weekends, shall be entitled to the option of rail fares or reimbursement for the use of a private vehicle as set out in subclause 29.8.1 when proceeding on leave.

29.8.4 Car allowance in respect of travel by the employee involved in taking up duty at the new location shall be at the official business rate as set at Item 11 of Table 4 of Part C.

29.8.5 When an overall saving to ~~the Department Fire and Rescue NSW~~ would eventuate, an employee and one member of the household, when proceeding to visit the new location with a view to obtaining suitable accommodation, shall be entitled to economy class air fares in lieu of rail fares or reimbursement of the use of a private motor vehicle.

29.8.6 When an employee travels to the new location with a view to obtaining suitable accommodation and incurs expenses in relation to overnight accommodation, the employee shall be reimbursed the reasonable and actual cost of accommodation and meals for self and a member of the household provided the amount to be reimbursed does not exceed sustenance allowances allowed under Clause 26, Travelling Compensation.

## 29.9 Education of Children

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

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

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

- 29.9.2 In respect of dependant children undergoing secondary education in Year 12 at a school in the employee's old location, where the elected subjects are not available at a school in the employee's new location, the cost of board and lodging for these children may be reimbursed to the transferred employee. In such case the employee, on production of receipts for payment and a certificate from ~~the Department Fire and Rescue NSW~~ of School Education that the elected subjects are not available at the school at the employee's new location, shall be granted the allowance. In these cases the parent/guardian will be required to pay the first amount as set at Item 19 of Table 4 of Part C, of the board and lodging expenses and ~~the Department Fire and Rescue NSW~~ will reimburse further costs up to a maximum of the amount as set at Item 20 of Table 4 of Part C, per week for each child.

## 29.10 Conveyancing and Other Costs

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

- 29.10.1 Where a solicitor or a registered conveyancing company has been engaged to act on behalf of the employee in those transactions, the professional costs and disbursements by the solicitor or a registered conveyancing company in respect of such transactions.
- 29.10.2 Where an employee is entitled to reimbursement, the following expenses shall be covered:

- 29.10.2.1 Stamp Duty;
- 29.10.2.2 Where the employee has engaged a Real Estate Agent to sell the residence at the former location, the commission due to the Estate Agent.
- 29.10.3 Reimbursement of expenses shall be made where the sale of the employee's former residence and the purchase of either a residence or land is effected within a period commencing not earlier than six (6) months prior to the employee's transfer and ending not more than four (4) years after such transfer. ~~The Department~~ Fire and Rescue NSW will be prepared to consider individual cases where the four (4) year period has been exceeded but will require full details of why sale and/or purchase of the transferred employee's residence could not be completed in the four (4) year period.
- 29.10.4 Where a transferred employee owns a residence at a former location and has taken up rented accommodation on transfer, the employee shall be regarded as covered by these provisions relating to the reimbursement of conveyancing and incidental costs on the current transfer or on a subsequent transfer provided the period of not more than four (4) years has elapsed since the employee's immediately preceding transfer.
- 29.10.5 Where it is not practicable for the transferred employee to purchase residence in the new location and such employee has disposed of the former residence, such employee is not to be excluded from the benefit of this clause when subsequently purchasing a residence in the new location on a current or subsequent transfer within the four (4) year period.
- 29.10.6 There is an upper ceiling, as set at Item 21 of Table 4 of Part C, on prices of the properties involved in either the sale or the purchase. This limit applies where employees are relocated from a Metropolitan Area to the country irrespective of the size, the value and the commerciality of the property being purchased provided transferred employees are not entitled to the reimbursement of costs involved in transactions where the sale or purchase of a large rural property or commercial premises might be involved.
- 29.10.7 Where a transferred employee dies before completion of either or both the sale or purchase transactions, the expenses incurred in such transactions, up to and including the finalisation of such transactions shall be payable by ~~the Department~~ Fire and Rescue NSW and the family of the deceased employee is not required to reimburse ~~the Department~~ Fire and Rescue NSW such expenses.

## 29.11 Stamp Duty and Other Charges

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

- 29.11.1 Stamp Duty in respect of the purchase of the residence or the land and the house erected thereon at the new location;
- 29.11.2 Stamp Duty paid in respect of any mortgage entered into or the discharge of a mortgage in connection with the sale or purchase;
- 29.11.3 Registration fees on transfers and mortgages on the residence or the land and the house erected on the land on the following basis -



- 29.11.3.1 where the purchase is completed and the employee enters into occupation of the residence within 15 months of transfer, the reimbursement of Stamp Duty in full;
- 29.11.3.2 where the occupation of the residence purchased or erected is not completed within fifteen (15) months but is completed within four years of transfer, reimbursement of Stamp Duty is not to exceed the amount which would have been payable had the sale and purchase prices of the properties been the amount set at Item 21 of Table 4 of Part C, in each case.
- 29.11.4 A transferred employee who, as a consequence of the transfer to a new location, does not sell a residence at the former location but buys a residence or land upon which to erect a residence at a new location, is entitled to be reimbursed:
  - 29.11.4.1 Stamp Duty in respect of the purchase of the residence or the land and a house erected on that land;
  - 29.11.4.2 Stamp Duty paid on any mortgage entered into in connection with the purchase; and
  - 29.11.4.3 Registration fees on transfer and mortgages on the residence or the land and a house erected on the land,

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

## 29.12 Incidental Costs

- 29.12.1 A transferred employee who is entitled to the reimbursement of conveyancing and other costs for a purchase at the new location prior to the sale of the former residence is entitled to the reimbursement of any Council or any other Local Government rates levied in respect of the former residence while such former residence remains untenanted provided the employee can furnish acceptable evidence that reasonable efforts are being made to sell the former residence at a fair market price.
- 29.12.2 A transferred employee will be entitled to reimbursement of non-refundable costs in respect of the connection of gas and electricity supplies and of telephone installation at the new residence provided that:
  - 29.12.2.1 the connection of gas and electricity supplies were available to the land at the time of purchase and/or
  - 29.12.2.2 the cost of the telephone installation is to be reimbursed only where a telephone was installed at the former residence.
- 29.12.3 A transferred employee entitled to the reimbursement of conveyancing and other costs is entitled to reimbursement of the cost of survey certificates, pest certificates and/or Building Society registration fees reasonably incurred in seeking financial accommodation to purchase the new residence or the land upon which to erect a new residence and the fees associated with discharging the mortgage on the former residence.
- 29.12.4 A transferred employee shall be entitled to reimbursement for the fees charged by Australia Post for re-direction of mail for the first month following vacation of the former residence.

## 29.13 Relocation on Retirement

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

- 29.13.1.1 the maximum amount of such reimbursement shall be limited to that payable had the employee moved to the place of original recruitment; and
- 29.13.1.2 the employee's relocation is effected within twelve (12) months following retirement.
- 29.13.2 The above provision shall apply to any claims made by the widow or widower within a period of twelve (12) months of the transferred employee's death. In such cases the Commissioner will also be prepared to consider claims made by children or dependent relatives of the deceased in similar circumstances but will require full particulars as to the reasons.

#### 29.14 Additional Provisions

- 29.14.1 Nothing contained in the provisions of this clause pertaining to leave shall deprive the employee of compensation for time spent in travelling.
- 29.14.2 Where the spouse of a transferred employee is also employed in the NSW Public Service and is also transferred, the assistance payable under this clause or under the Crown Employee's general provisions is to be paid to one partner only. This does not operate to restrict the leave entitlement of the transferred employee.
- 29.14.3 An employee whose appointment to a position may be subject to appeals action shall not move to the new location until the period during which appeals may be lodged has expired or all appeals action has been finalised. An employee may be directed to take up duty in the new location before appeals action is finalised but will be entitled to the leave provisions set out in this clause, in which case the following will apply:
  - 29.14.3.1 Where the employee has dependants they may claim sustenance allowance under Clause 26, Travelling Compensation, until appeals action has been finalised;
  - 29.14.3.2 Employees with dependants have a further period of up to twenty one (21) days immediately after all appeals action has been finalised to find suitable accommodation before such travelling compensation entitlements cease. Such period may be extended by the Commissioner if the Commissioner is satisfied that twenty one (21) days is insufficient time to find such accommodation.
  - 29.14.3.3 The Commissioner shall not approve the movement of the employee's dependants or furniture and effects before all appeals action has been finalised unless exceptional or particularly difficult circumstances exist.
  - 29.14.3.4 Employees without dependants may be given assistance with temporary accommodation pending the completion of any appeals action but are not to move their furniture and effects until appeals action has been finalised.

#### 29.15 Adjustment of Entitlements

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

### 30. Rental of Premises

#### 30.1 For the purpose of this clause only:

- 30.1.1 "accommodation" means quarters or premises, including a fire station, owned or leased by Fire and Rescue NSW ~~the Department~~.

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

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

30.2 Except as provided for in subclauses 30.3, 30.4 and 30.5, where an employee is required to and does occupy accommodation, ~~the Department Fire and Rescue NSW~~ shall deduct from the rate of pay of the employee concerned an amount per week equal to 4% of the employee's "Per Week" rate of pay as prescribed in Tables 1 and 2, Rates of Pay, or 50% of the market rental of the accommodation, whichever is the lesser.

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

30.3.1 Such employee, subject to subclause 30.3.2, shall continue to pay the amount set at Item 19 of Table 3 of Part C (as adjusted from time to time in accordance with 30.4) per week unless the employee subsequently elects to move from that accommodation to different accommodation. If such an employee so elects, then ~~the Department Fire and Rescue NSW~~ shall deduct from the rate of pay of the employee concerned an amount per week as prescribed in sub-clause 30.2.

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

30.3.3 And is transferred by ~~the Department Fire and Rescue NSW~~ from one country location to another country location, such employee shall retain the benefits of the provisions of sub-clause 30.3 as if the employee had not been so transferred.

30.4 The amount set at Item 19 of Table 3 of Part C, shall be increased from the same date and by the same percentage of any increase to the rate of pay prescribed for a Station Officer. All such increases shall be rounded off to the nearest 10 cents.

30.5 Employees who have entered into, or subsequently entered into, private tenancy arrangements with ~~the Department Fire and Rescue NSW~~ are not entitled to the provisions of this clause.

#### **Executive Officers**

30.6 Except as provided for in subclause 30.8, where an Executive Officer is required to and does occupy accommodation, ~~the Department Fire and Rescue NSW~~ shall deduct from the rate of pay of the Executive Officer an amount per week equal to 4% of the weekly equivalent of the Executive Officer's annual salary as prescribed in Table 1 of Part C or 50% of the market rental of the accommodation, whichever is the lesser.

30.7 The weekly equivalent referred to in subclause 30.6 shall be derived by multiplying the annual salary by 7 and dividing the result by 365.25.

30.8 An Executive Officer who has entered into, or subsequently enters into private tenancy arrangements with ~~the Department Fire and Rescue NSW~~ is not entitled to the provisions of this clause.

### **31. Protective Clothing and Uniforms**

31.1 ~~The Department Fire and Rescue NSW~~ shall supply to all employees appropriate protective clothing for operational duties which shall meet relevant national and/or international Standards or as otherwise agreed to with the Union.

- 31.2 Employees supplied with the above clothing shall wear it in accordance with Fire and Rescue NSW~~Departmental~~ instructions.
- 31.3 The provision of wet weather gear shall be in accordance with existing practice, or as otherwise agreed between the parties.

### 32. Clothes Drying Facility

- 32.1 A drying closet for artificially drying clothing shall be provided by ~~the Department~~ Fire and Rescue NSW at all fire stations to which employees are attached.

### 33. Cleaning of Clothes

- 33.1 For the purposes of this clause:
  - 33.1.1 "Personal Protective Equipment" means external clothing designed for personal protection at an incident.
  - 33.1.2 "Duty wear" means duty wear trousers and duty wear shirt.
  - 33.1.3 "Dress uniform" is limited to Dress Trousers, Slacks, Culottes, Skirts, Galatea and Pullover.
- 33.2 Where any Personal Protective Equipment or Duty wear is supplied by ~~the Department~~ Fire and Rescue NSW 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 Fire and Rescue NSW~~the Department~~. Provided that the above Dress Uniform items shall also be cleaned or repaired at the expense of Fire and Rescue NSW~~the Department~~.

### 34. Safety Belts

- 34.1 Safety belts shall be fitted to all seats on all vehicles operated by ~~the Department~~ Fire and Rescue NSW 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 Fire and Rescue NSW~~the Department~~.

### 35. Disputes Avoidance Procedures

- 35.1 Subject to the provisions of the *Industrial Relations Act* 1996, and Clause 36.2, and to enable claims, issues and disputes to be resolved while work proceeds normally, the following procedures are to apply.
- 35.2 Employee(s) and/or Union representatives will place the matter before the immediate supervisor. The 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.
- 35.3 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. 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.
- 35.4 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Director Human Resources. The Director Human Resources 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.

- 35.5 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.
- 35.6 No action is to be taken by the Union which would affect Fire and Rescue NSW's ~~the Department's~~ operations whilst a dispute is under investigation.
- 35.7 Failing agreement the claim, issue or dispute may be referred to the appropriate Industrial Tribunal.

### **36. Organisational Change under subclause 36.2**

- 36.1 This clause recognises the capacity of the Commissioner to make decisions to effect change within Fire and Rescue NSW. ~~the Department.~~
- 36.2.
- 36.2.1 This clause applies to consultation and decisions regarding clauses 4 (Definitions), clause 8 (Hours of Work), clause 13 (Progression and Promotion Provisions), clause 19 (Examination and Assessment Leave) and clause 39 (Drug and Alcohol Protocol), to the exclusion of the procedures under clause 35.
- 36.2.2 This clause also applies in circumstances where the Commissioner decides to amend, revoke or replace the Fire and Rescue NSW's~~Department's~~ guidelines, policies and/or procedures for the management of employees' conduct or performance.
- 36.3 Prior to making any decision to effect change in the circumstances prescribed by subclause 36.2, the Commissioner must consult with the Union.
- 36.4 Consultation will commence with a written notification to the Union regarding the proposed change(s). Thereafter there will be a reasonable opportunity for the Union to present its views in relation to the proposed changes.
- 36.5 If, during the consultation process, there is a reasonable basis for the Commissioner to conclude that the consultation process has been exhausted, the Commissioner shall advise the Union accordingly and the following procedures shall then operate.
- 36.6 The Commissioner will notify the Union and the workforce affected by the proposed change of his/her decision in relation to the subject of the proposed change as well as the process and timetable for its implementation.
- 36.7 If the matter remains in dispute and is referred by the Union to the Industrial Relations Commission within 7 days of the notification of the decision under clause 36.6, there will be no implementation of the change until the Industrial Relations Commission determines the matter or orders otherwise.
- 36.8 The Union and the Commissioner shall be bound by any order or determination of the Industrial Relations Commission in relation to the dispute.
- 36.9 If Industrial action is engaged in at any stage in the operation of the process under this clause, then the prohibition on implementation under clause 36.7 ceases to operate.
- 36.10 The operation of this clause shall be reviewed at the end of one year from the date of its commencement, for the purpose of considering whether any amendments are appropriate.

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

- 37.1 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.
- 37.2 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.
- 37.3 The provisions of this clause shall not apply in cases where other procedures are specifically stipulated (eg, in Standing Orders or Commissioner's Orders).

### **38. Procedures Regarding Reports and Charges**

- 38.1 When an employee is summoned to appear before the employee's Senior Officer or before ~~the Department-Fire and Rescue NSW~~ on a charge, appeal or formal inquiry, the employee shall be given particulars in writing of the charge or allegation, if any, against the employee, at least forty-eight hours before the hearing of the charge or appeal or the opening of the said inquiry. The employee shall be allowed access personally or by a representative duly authorised in writing by the employee, to all or any of the official papers, correspondence or reports of ~~the Department-Fire and Rescue NSW~~ relating to the charge, appeal or subject of the said inquiry.
- 38.2 The employee also shall be allowed to give and to call evidence on the employee's own behalf and to hear all evidence given.
- 38.3 If an employee so requests the employee may be represented by an officer of the Union before the employee's Senior Officer or ~~the Department-Fire and Rescue NSW~~ on all such occasions.
- 38.4
  - 38.4.1 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.
  - 38.4.2 If the employee disagrees with the report, the employee shall be entitled to make such a notation on the report.
  - 38.4.3 Evidence that the employee has been shown the report will be by either the employee's signature thereon, or in accordance with subclause 38.4.4.
  - 38.4.4 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.
  - 38.4.5 Further to subclause 38.4.4, in such circumstances, ~~the Department-Fire and Rescue NSW~~ 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.
  - 38.4.6 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.
- 38.5 Where ~~the Department-Fire and Rescue NSW~~ 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 concerned if, during the hearing or at the termination of the proceedings, a request therefore, in writing, is made by the employee.
- 38.6 After the Senior Officer has announced the recommendation or when ~~the Department-Fire and Rescue NSW~~ has made its decision as the result of a charge or an appeal, the employee concerned shall be informed thereof, in writing, within seven days after such announcement or decision has been made or has been given, as the case may be.

- 38.7 For the purposes of this clause "Senior Officer" means the employee's Senior Officer or an Officer of a higher rank.

### **39. Alcohol and Other Drugs**

- 39.1 The joint Protocol on Drug and Alcohol Safety and Rehabilitation in the Workplace, signed by ~~the Department-Fire and Rescue NSW~~ 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.
- 39.2 ~~The Department-Fire and Rescue NSW~~ may develop a new Protocol, or revised Policy or Procedures following consultation between ~~the Department-Fire and Rescue NSW~~ and the Union.

### **40. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation**

- 40.1 The entitlement to salary package in accordance with this clause is available to permanent full-time employees.
- 40.2 For the purposes of this clause:
- 40.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 6, Rates of Pay and Allowances, Part C of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- 40.2.2 "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.
- 40.3 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:
- 40.3.1 a benefit or benefits selected from those approved by the Industrial Relations Secretary; and
- 40.3.2 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.
- 40.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 40.5 The agreement shall be known as a Salary Packaging Agreement.
- 40.6 Except in accordance with subclause 40.7, 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.
- 40.7 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:
- 40.7.1 paid into the superannuation fund established under the First State Superannuation Act 1992;  
or



- 40.7.2 where ~~the Department Fire and Rescue NSW~~ is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 40.7.3 subject to the ~~Fire and Rescue NSW's Department's~~ agreement, paid into another complying superannuation fund.
- 40.8 Where the employee makes an election to salary sacrifice, ~~the Department Fire and Rescue NSW~~ shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 40.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
  - 40.9.1 Police Regulation (Superannuation) Act 1906;
  - 40.9.2 Superannuation Act 1916;
  - 40.9.3 State Authorities Superannuation Act 1987; or
  - 40.9.4 State Authorities Non-contributory Superannuation Act 1987, ~~the Department Fire and Rescue NSW~~ 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.
- 40.10 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 40.9 of this clause, ~~the Department Fire and Rescue NSW~~ 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 Fire and Rescue NSW~~ may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 40.11 Where the employee makes an election to salary package:
  - 40.11.1 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
  - 40.11.2 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 6, Rates of Pay and Allowances, or Part C of this Award if the Salary Packaging Agreement had not been entered into.
- 40.12 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.
- 40.13 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.

#### **41. Anti-Discrimination**

- 41.1 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.

- 41.2 It follows that in fulfilling their obligations under the Disputes Avoidance Procedures prescribed by Clause 35 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.
- 41.3 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.
- 41.4 Nothing in this Clause is taken to affect:
- 41.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
  - 41.4.2 offering or providing junior rates of pay to persons under 21 years of age;
  - 41.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - 41.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 41.5 This Clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this Clause.

## 42. Employees' duties

- 42.1 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 Fire and Rescue NSW~~the Department~~, provided that:
- 42.1.1 the direction is reasonable,
  - 42.1.2 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
  - 42.1.3 the direction is not otherwise inconsistent with a provision of this Award.
- 42.2 Any direction issued by ~~the Department~~ Fire and Rescue NSW pursuant to subclause 42.1 shall be consistent with:
- 42.2.1 the provision of a safe and health working environment,
  - 42.2.2 ensuring that ~~the Department~~ Fire and Rescue NSW responds to relevant technological changes and changes in its operating environment in a timely and effective manner.
- 42.3 The parties to this Award shall work collaboratively to ensure the effective and reasonable operation of this clause.

## 43. No Extra Claims

- 43.1 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.

- 43.2 The terms of subclause 43.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

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

- 44.1 This Award rescinds and replaces the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award 201~~7~~<sup>6</sup> published ~~19 February 2016 (379 IG 18)~~ ~~16 October 2017 (381 IG 696)~~ 16 October 2017 (381 IG 696).

- 44.2 This Award shall apply to all employees as defined in Clause 4, Definitions, of this Award and shall take effect on and from 17 February ~~2017~~<sup>2020</sup>, and shall remain in force until ~~16~~<sup>25</sup> February 202~~1~~<sup>0</sup>.

## PART C

### MONETARY RATES

**Table 1 - Rates of Pay effective on and from the dates shown**

	<del>\$ per week</del>	<u>\$ per week</u>
<b>Classification</b>	<del>15 February 2019</del>	<b>17 February 2020</b>
Recruit Firefighter	<del>1,237.33</del>	\$1,268.27
Firefighter	<del>1,435.05</del>	\$1,470.93
Qualified Firefighter	<del>1,594.50</del>	\$1,634.36
Senior Firefighter	<del>1,690.17</del>	\$1,732.42
Leading Firefighter	<del>1,785.84</del>	\$1,830.49
Station Officer	<del>2,025.02</del>	\$2,075.64
Leading Station Officer	<del>2,072.85</del>	\$2,124.67
Inspector	<del>2,391.75</del>	\$2,451.44
<b>Classification</b>	<del>\$ per annum</del>	<u>\$ per annum</u>
Superintendent	<del>155,236</del>	\$159,117
Chief Superintendent	<del>167,726</del>	\$171,919

**Table 2 - Rates of Pay effective on and from the dates shown**

	<del>\$ per week</del>	<u>\$ per week</u>
<b>Classification</b>	<del>15 February 2019</del>	<b>17 February 2020</b>
Operational Support Level 1	<del>1,791.54</del>	\$1,836.33
Operational Support Level 2	<del>2,030.76</del>	\$2,081.53
<u>Operational Support Station Officer /Level 2</u>		<u>\$2,081.53</u>
Operational Support Level 2a	<del>2,138.67</del>	\$2,192.14
Operational Support Inspector	<del>2,397.43</del>	\$2,457.37
<u>Operational Support Inspector / Level 3</u>		<u>\$2,457.37</u>
Operational Support Level 3a	<del>2,599.61</del>	\$2,664.60

## MONETARY RATES

**Table 3 - Allowances**

The following allowances are effective on and from the date shown.

Item	Clause	Description	Unit	Amount 15/02/2019	Amount 17/02/2020
1	6.6.1	Laundry expenses	\$ per week	<del>40.39</del>	\$41.39
2	6.6.2 9.8 12.7 12.15.4 12.16	Kilometre Allowance	\$ per km	<del>1.31</del>	\$1.34
3	6.6.3	Major Aerial Allowance	\$ per week	<del>60.99</del>	\$62.51
4	6.6.4	Minor Aerial Allowance	\$ per week	<del>22.88</del>	23.45
5	6.6.5	Hazmat Allowance	\$ per week	<del>121.99</del>	\$125.03
6	6.6.6	Communications Allowance, Non-Officers	\$ per week	<del>189.65</del>	\$194.39
7	6.6.7	Communications Allowance, Officers	\$ per week	<del>205.64</del>	\$210.78
8	6.6.8	Communications Allowance, Senior Officers	\$ per week	<del>239.78</del>	\$245.77
9	6.6.9	Country Allowance	\$ per week	<del>8.27</del>	\$8.47
10	6.6.10	Remote Area Allowance	\$ per week	<del>31.69</del>	\$32.48
11	6.6.11	Rescue Allowance	\$ per week	<del>53.00</del>	\$54.32
12	6.6.12	Service Allowance - 5 years or more, but less than 10 years - 10 years or more, but less than 15 years - 15 years or more	\$ per week	<del>4.91</del> <del>9.82</del> <del>14.73</del>	\$5.03 \$10.06 \$15.09
13	6.6.13	Marine Allowance	\$ per week	<del>60.99</del>	\$62.51
14	12a6.2 10.2-10.4	Meal Allowance	\$ per meal	<del>29.40</del>	\$31.25
15	10.2-10.4	Refreshment Allowance	\$ per meal	<del>14.70</del>	\$15.65
16	12.6	Relieving Allowance	\$ per rostered shift	<del>35.07</del>	\$35.94
17	12a.7	Deployment Allowance	\$ per day	<del>185.18</del>	\$189.80
18	25.2.8.4	Court Attendance Stand-By Rate - Periods of less than 24 hours - Periods of 24 hours	\$	<del>16.39</del> <del>24.57</del>	\$16.79 \$25.18
19	30.3.1	Accommodation Contribution	\$ per week	<del>41.90</del>	\$42.93
20	14.18	ComSafe Duties	\$per hour	<del>81.07</del>	\$83.09
<u>21</u>	<u>12a.5.3</u>	<u>Field Allowance</u>	<u>\$ per day</u>		<u>\$134</u>

**Note:** The amounts at Item 14 and Item 15 are subject to adjustment on 1 July each year pursuant to subclause 10.4.

**Table 4 - Travelling / Transferred Employees Compensation Allowances**

Item	Clause	Description	Unit	On and from 1 July 2019	
1	16.5.2 25.2.3 26.6.4 29.6.5 & 29.8.1	Specified (Casual) Journey Rate (Dependent on Engine Capacity) 2601cc & over 1601 to 2600cc Under 1600cc	Per km	38.93 cents 36.40 cents 30.56 cents	
2	25.2.8.4	Stand By Rate - see Item 17 in Table 3			
3	26.1.3	Hourly Rate – Travelling Compensation	Per hour	\$ <del>49.39</del> <u>51.89</u>	
4	26.3.1.1	Breakfast	Per meal	## 28.15	^^ 25.20
5	26.3.1.2	Lunch	Per meal	## 31.65	^^ 28.75
6	26.3.1.3	Dinner	Per meal	## 53.90	^^ 49.60



8	12a5.2 12a5.3 26.4.2	Actual Necessary Expenses - all locations	Per day	\$20.05
9	26.4.3	Accommodation - after first 35 days and up to 6 mths	Per day	50% of the appropriate location rate
10	26.5	Government Accommodation - Incidental Expenses – all locations	Per day	\$20.05
11	26.6.5.4 & 29.8.4	Official Business Rate (Dependant on Engine Capacity) Over 2601cc 1601 to 2600cc under 1600cc	Per km	109.78 cents 101.44 cents 73.27 cents
12	29.5.1 – 29.5.3	Temporary Accommodation	Per week (up to a maximum of)	\$254.00
13	29.5.2	Board & Lodging expenses to be covered by Employee	Per week	\$51.00
14	29.5.4.1	Laundry Allowance - Employee only rate	Per week	\$4.50
15	29.5.4.2.	Laundry Allowance - Employee and Dependants rate	Per week (actual expenses to a maximum of)	\$13.00
16	29.6.2	Cost of Insurance of Furniture and Effects in transit and in Storage	(up to a maximum of)	\$38,000
17	29.6.3.2	Accelerated depreciation of personal/household effects in transit	(up to a maximum of)	\$1,126
18	29.6.3.2	Value of furnishings and fittings	(up to a maximum of)	\$7,037
19	29.9.2	Board & Lodging to be covered by parent/guardian	Per week	\$27.00
20	29.9.2	Board & Lodging cost for Dependent staying in initial location due to Year 12 subjects	Per week	\$56.00
21	29.10.6 & 29.11.3.2	Relocation – City to Country for sale of property	(up to a maximum of)	\$520,000

**Legend:** Effective Dates are with effect from the first pay period to commence on or after the date.

## = Capital Cities & High Cost Country Centres.

^^ = Tier 2 Country Centres & Other Country Centres.