

CROWN EMPLOYEES (FIRE AND RESCUE NSW PERMANENT FIREFIGHTING STAFF) AWARD 2020

SubClause	Current clause and or subclause	Proposed clause and or subclause
Clause 4 Definitions		<i>Introduce a definition regarding domestic violence to support the proposed clause contained in 23a. The definition will read as:</i> Domestic Violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007
Clause 4 Definitions	"Department" Fire and Rescue NSW established by the Fire Brigades Act 1989 and as a Public Service Executive Agency under Schedule 1 of the Government Sector Employment Act 2013.	Fire and Rescue NSW refers to an Agency established by the Fire and Rescue NSW Act 1989 and as a Public Service Executive Agency under Schedule 1 of the Government Sector Employment Act 2013.
Clause 7 Higher Duties	None existing – added new subclause	<i>Insert a new subclause 7.5.5 to compliment the proposed Dual Badge Operational Support Officer level 2 / Operational Support Station Officer role detailed in subclause 14.10.</i> 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.

Clause 8 Hours of Work Subclause 8.2.4.5	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 of more 24 hour shifts shall: ... 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	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
Clause 8 Hours of Work Subclause 8.14 Change of Shift Agreements	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) in the event that they or any other employee who is party to that agreement takes leave, scheduled or otherwise. 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 Employees B's relevant leave balance.	<i>Amend existing subclauses 8.14.2.3 and 8.14.2.6 and introduce a new subclause 8.14.2.7 to allow employees to work a part change of shift whilst on annual leave. The proposed clauses will read as follows:</i> 8.14.2.3 Employees may take leave (including annual and long service leave) during an operative change of shift agreement. Such employees shall not be required to make alternative arrangements (which, if necessary, shall be made instead by the Department) in the event that they or any other employee who is party to that agreement takes leave, scheduled or otherwise. <i>Amend subclause 8.14.2.6 by referencing new subclause 8.14.2.7</i> 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 Employees B's relevant leave balance, unless it is a part change of shift agreement pursuant to 8.14.2.7. <i>Introduce new subclause</i>

		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.
Clause 12a Interstate and International Deployments	12a 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 interstate or international emergency as part of a deployment. 12a.2 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.5.1 Employees on deployment who are not provided with accommodation of a standard comparable to that required in NSW shall be paid the relevant accommodation allowance set at Item 7 of Table 4 of Part C or, if the deployment location is not listed in Table 4, the reasonable accommodation	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 12a.5.1 Accommodation for Intrastate (NSW) and Interstate Deployments 12a.5.1 Employees on deployment who are not provided with accommodation of a standard comparable to that required in NSW shall be paid the relevant accommodation allowance set at Item 7 of Table 4 of Part C or, if the deployment location is not listed in Table 4, the reasonable accommodation allowance for that location as published by Australian Taxation Office (ATO) subject to sub clause 12a.5.3.

	allowance for that location as published by Australian Taxation Office (ATO). 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.8.1 While 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.8.5 The provisions of subclause 6.8 notwithstanding, the Commissioner may approve an additional payment for an Executive Officer who, while on interstate or international deployment, worked additional hours to those contemplated by subclause by 6.8.2.	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 20 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.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.8.5 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.
--	--	--

Clauses 14.5 General Conditions for Operational Support Positions	None existing – added new subclauses per 2017 IRC Decision	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. 14.5.2 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.
Clause 14.10 Dual Badge Role	14.10 Occupants or Operational Support Level 1, Level 2, Level 2a 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.	<i>Introduce a new dual badge role of Operational Support Level 2/Operational Support Station Officer role</i> 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. 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.
Clause 20 Long Service Leave	20.4.1 Approval to take Long Service Leave as provided by this clause shall, subject to the exigencies of the Department, be granted by the Department as and when such leave becomes due (i.e. after seven years) or any time thereafter. Provided that an employee shall give notice, in writing, to the Department of the employee's intention to take such leave. Such notice shall be given at least twenty days before the date on which the	<i>Replace subclauses as follows:</i> 20.4.1 Approval to take Long Service Leave as provided by this clause shall, subject to the exigencies of Fire and Rescue NSW, be granted by 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 Fire and Rescue NSW of their 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. 20.4.2 Notwithstanding the provisions of subclause 20.6.1, the period of notice referred to in subclause 20.6.1 may be reduced on a case by case basis, subject to the discretion of the Commissioner.

	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. 20.6 Long Service Leave may be taken in the following combinations and not otherwise: 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.	20.5 Approval to take Long Service Leave may be deferred by the Commissioner due to 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: 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. <i>Amend 20.8.2.5 clause to read:</i> 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 shall apply. Where an Executive Officer elects to take Long Service Leave at double pay, the minimum period of actual absence should be not less than one day.
--	---	---

	20.7 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: 20.7.1 in full when the employee commences the period of leave; or 20.7.2 at the same time as the employee's normal pay would have been paid if the worker had remained on duty. 20.8.2.5 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 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 week.	
Clause 21. Parental Leave Subclause 21.1.3 Subclauses 21.4.2.4.1 & 21.4.2.4.2	21.1.3 Paternity leave is taken by a male employee who becomes a parent but is ineligible to be granted wither maternity leave or adoption leave but is to be the primary care giver of a child or who wishes to share the child careing duties with their partner. 21.4.2.4.1 any period of maternity leave sought or taken by his spouse, and 21.4.2.4.2 that he is seeking that period of extended Paternity Leave to become the primary care-giver of a child.	<i>Amended subclause 21.1.3 to replaced 'Paternity Leave' with 'Other Parent Leave' as well as made these replacements throughout the other subclauses that refer to 'Paternity Leave.'</i> 21.1.3 Other Parent leave is taken by an employee who becomes a parent but is ineligible to be granted wither maternity leave or adoption leave but is to be the primary care giver of a child or who wishes to share the child careing duties with their partner. <i>Also removed all refences to gender in subclauses related to 'Paternity Leave' where necessary.</i> 21.4.2.4.1 any period of maternity leave sought or taken by their spouse, and

		21.4.2.4.2 that they are seeking that period of extended Other Parent leave to become the primary care-giver of a child.
Clause 23a Domestic and Family Violence Leave	New Clause added	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.
Clause 44 Area, Incidence and Duration	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, and shall remain in force until 16 February 2020.	44.2 This Award shall apply to all employees as defined in Clause4, Definitions of this Award and shall take effect on and from 17 February 2020, and shall remain in force until 25 February 2021.
<u>CROWN EMPLOYEES (FIRE AND RESCUE NSW RETAINED FIREFIGHTING STAFF) AWARD 2020</u>		
Clause 4 Definitions	None existing – newly added	Domestic Violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007
Clause 4 Definitions	“Department” Fire and Rescue NSW established by the Fire Brigades Act 1989 and as a Public Service Executive Agency under Schedule 1 of the Government Sector Employment Act 2013.	Fire and Rescue NSW refers to Agency established by the Fire and Rescue NSW Act 1989 and as a Public Service Executive Agency under Schedule 1 of the Government Sector Employment Act 2013.
Clause 12 12.6 Long Service Leave	12.5 Long service leave shall be granted subject to the convenience of the Department, as and when such leave becomes due (i.e. after seven (7) years) or any time thereafter. Provided that an employee shall give at least twenty (20) days notice in writing of the intention to take such leave.	12.6 Long service leave shall be granted for a minimum of a single day, subject to subclause 12.5 and be paid: 12.6.1 on full pay having provided one week’s notice; 12.6.2 on half pay having provided two weeks’ notice; or

	12.6. Long service leave shall be paid at the rate of full pay which, for the purposes of this clause, shall mean the greater average monthly remuneration received by the employee calculated over either the preceding twelve months or five years excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. The averages referred to in this subclause shall be calculated up to and including the end of the month immediately prior to the month during which the long service leave is taken or commences, as the case may be.	12.6.3 on double pay having provided two weeks' notice.. 12.7 For purposes of this clause: 12.7.1 full pay shall mean the greater average monthly remuneration received by the employee calculated over either the preceding twelve months or five years excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. The averages referred to in this subclause shall be calculated up to and including the end of the month immediately prior to the month during which the long service leave is taken or commences, as the case may be. 12.7.2 half pay shall mean half the greater average monthly remuneration received by the employee calculated over either the preceding twelve months or five years excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. The averages referred to in this subclause shall be calculated up to and including the end of the month immediately prior to the month during which the long service leave is taken or commences, as the case may be. 12.8 The Employee's leave balance will be debited as follows: 12.8.1 the number of days taken on full pay. 12.8.2 half the number days taken on half pay. 12.8.3 twice the number of days taken on double pay. 12.9 The term "renumeration" referred to in subclause 12.7 shall include all payments made to the employee by Fire and Rescue NSW, excluding the RTAS Allowance and payments made as compensation or reimbursement for expenses (e.g. payments for meals, accommodation and for kilometres travelled).
--	---	--

Clause 16a Domestic and Family Violence Leave	None existing - new Clause added	16a. Domestic and Family Violence 16a.1 The definition of domestic violence is found in clause 4, Definitions of this Award; 16a.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: i. seeking safe accommodation; ii. attending medical, legal police or counselling appointments relating to their experience of domestic and family violence; iii. attending court and other legal proceedings relating to their experience of domestic and family violence; iv. organising alternative care or education arrangements for their children; or v. other related purposes approved by the employer. 16a.3 The leave entitlement can be accessed without the need to exhaust other existing leave entitlements first.
---	---	---

		16a.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: i. an agreed document issued by the Police Force, a court, a domestic violence support service or a member of the legal profession; ii. a provisional, interim or final Apprehended Violence Order (AVO), certificate of conviction or family law injunction; or iii. a medical certificate. 16a.5 Temporary and part-time employees will be entitled to the leave on a pro-rata basis 16a.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.
--	--	---

		16a.7 Personal information concerning domestic and family violence will be kept confidential by Fire and Rescue NSW. 16a.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.
--	--	--

Clause 14 Parental Leave Subclause 14.1.3 Subclauses 14.4.2.4.1 & 14.4.2.4.2	21.1.3 Paternity leave is taken by a male employee who becomes a parent but is ineligible to be granted wither maternity leave or adoption leave but is to be the primary care giver of a child or who wishes to share the child careing duties with their partner. 21.4.2.4.1 any period of maternity leave sought or taken by his spouse, and 21.4.2.4.2 that he is seeking that period of extended Paternity Leave to become the primary care-giver of a child.	<i>Amended subclause 21.1.3 to replaced 'Paternity Leave' with 'Other Parent Leave' as well as made these replacements throughout the other subclauses that refer to 'Paternity Leave' as well.</i> 21.1.3 Other Parent leave is taken by an employee who becomes a parent but is ineligible to be granted wither maternity leave or adoption leave but is to be the primary care giver of a child or who wishes to share the child careing duties with their partner. <i>Also removed all refences to gender in subclauses related to 'Paternity Leave' where necessary.</i> 21.4.2.4.1 any period of maternity leave sought or taken by their spouse, and 21.4.2.4.2 that they are seeking that period of extended Other Parent leave to become the primary care-giver of a child.
--	---	---

Clause 35 Area, Incidence and Duration	35. Area, Incidence and Duration 35.1 This Award rescinds and replaces the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award 2016 published 19 February 2016 (379 IG 101) as varied. 35.2 This Award shall take effect on and from 17 February 2017 and shall remain in force until 17 February 2020.	35. Area, Incidence and Duration 35.1 This Award rescinds and replaces the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award 2017 published 6 October 2017 (381 IG 780) as varied. 35.2 This Award shall take effect on and from 17 February 2020 and shall remain in force until 25 February 2021.
---	--	--