

Vol. 377, Part 2

27 March 2015

Pages 167 - 338



NEW SOUTH WALES
INDUSTRIAL GAZETTE

Printed by the authority of the
Industrial Registrar
47 Bridge Street, Sydney, N.S.W.

ISSN 0028-677X

CONTENTS

Vol. 377, Part 2

27 March 2015

Pages 167 - 338

		Page
Awards and Determinations -		
Canteen, &c., Workers (State) Award	VSW	167
Charitable Institutions (Professional Paramedical Staff) (State) Award 2006	VSW	169
Charitable Sector Aged and Disability Care Services (State) Award 2003	VSW	174
Charitable, Aged and Disability Care Services (State) Award	VSW	178
Crown Employees (Australian Music Examinations Board (New South Wales) Examiners, Assessors and Advisers) Award 2014	VIRC	182
Crown Employees (Board of Studies, Teaching and Educational Standards - Education Officers) Salaries and Conditions Award 2014	VIRC	184
Crown Employees (Chief Education Officers - Department of Education and Communities) Salaries and Conditions Award 2014	VIRC	187
Crown Employees (Fire and Rescue NSW Firefighting Staff Death and Disability) Award 2015	AIRC	188
Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award 2011	VIRC	203
Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award 2014	AIRC	205
Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Forests NSW - Forestry Field Officers Award	OIRC	283
Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Forests NSW Senior Staff Award	OIRC	284
Crown Employees (Roads and Maritime Service - Salaried Staff) Award	VIRC	285
Crown Employees NSW Adult Migrant English Service (Teachers and Related Employees) Award 2014	VIRC	287
Crown Employees NSW Department of Trade and Investment, Regional Infrastructure and Services - Forests NSW - Fieldwork and Other Staff Reviewed Award 2012	OIRC	289
Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award	VIRC	290
Hair and Beauty (State) Award	VSW	292
Health, Fitness and Indoor Sports Centres (State) Award	VSW	295
Higher School Certificate Marking and Related Casual Employees Rates of Pay and Conditions Award 2014	VIRC	300
Local Government (State) Award 2010	VIRC	305
Marine Charter Vessels (State) Award	VSW	306
Miscellaneous Workers Home Care Industry (State) Award	VSW	308
Motels, Accommodation and Resorts, &c. (State) Award	VSW	310
Nurses' (Private Sector) Training Wage (State) Award	VSW	312
Nurses, Other Than in Hospitals, &c. (State) Award 2006	VSW	315
Nursing Homes, &c., Nurses' (State) Award	VSW	317
Private Hospitals, Aged Care and Disability Services Industry (Training) (State) Award	VSW	321
Restaurants, &c., Employees (State) Award	VSW	325
Security Industry (State) Award	VSW	326
Shop Employees (State) Award	VSW	328
Transport Industry (State) Award	VSW	332

Enterprise Agreements Approved by the Industrial Relations Commission	337
Contract Agreements Approved by the Industrial Relations Commission	338

(080)

SERIAL C8294**CANTEEN, &c., WORKERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 23 of 2015)

Before The Honourable Acting Justice Kite

6 March 2015

VARIATION

1. Delete Part B, Monetary Rates of the award published 17 March 2000 (314 I.G. 155) and reprinted 27 Jan 2012 (372 I.G. 2), and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Rates of Pay Per 38-Hour Week**

Classification	Previous Rate per week \$	SWC 2014 2.38% \$
Grade 1	636.30	651.40
Grade 2	656.60	672.20
Grade 3	687.40	703.80
Grade 4	709.7	726.60
Grade 5	751.00	768.90
Grade 6	801.90	821.00

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount Incl. SWC 2013 - 2.27% \$	Amount SWC 2014 - 2.38% \$
1	9	Tool Allowance	0.82	0.84
2	11	Meal Allowance	13.20	13.51
3	13	First Aid Allowance	14.44	14.78
4	19	Laundry Allowance: - special clothing requiring ironing	3.82 per day to a maximum of 11.47 per week	3.91 per day to a maximum of 11.74 per week
		- special clothing not requiring ironing	2.15 per day to a maximum of 6.48 per week	2.20per day to a maximum of 6.63 per week

2. This variation shall take effect from the first full pay period to commence on or after 16 December 2014.

P. M. KITE , *Acting Justice*

Printed by the authority of the Industrial Registrar.

CHARITABLE INSTITUTIONS (PROFESSIONAL PARAMEDICAL STAFF) (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 801 of 2014)

Before The Honourable Acting Justice Kite

6 February 2015

VARIATION

1. Delete subclause 3.10 of clause 3, Salaries, of the award published 31 August 2001, (327 I.G. 399), and reprinted 27 January 2012, (372 I.G. 32), and insert in lieu thereof the following:
 - 3.10 The rates of pay in this award include the adjustments payable under the State Wage Case 2014. These adjustments may be offset against:
 - (i) Any equivalent over award payments, and/or
 - (ii) Award wage increases other than State Wage Case adjustments

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Salaries

CLASSIFICATION	Current Rate p/week \$	% Increase	2014 Adjustment p/week \$
Scientific Officer			
1st year of service	832.50	3.0	857.50
2nd year of service	854.70	3.0	880.30
3rd year of service	892.20	3.0	919.00
4th year of service	936.90	3.0	965.00
5th year of service	985.00	3.0	1,014.60
6th year of service	1,029.80	3.0	1,060.70
7th year of service	1,065.50	3.0	1,097.50
8th year of service & thereafter	1,092.30	3.0	1,125.10
Senior Scientific Officer			
1st year of service	1,156.90	3.0	1,191.60
2nd year of service	1,187.90	3.0	1,223.50
3rd year of service	1,214.50	3.0	1,250.90
4th year of service	1,241.00	3.0	1,278.20
5th year of service	1,268.60	3.0	1,306.70
6th year of service	1,303.60	3.0	1,342.70
7th year of service	1,336.00	3.0	1,376.10
8th year of service & thereafter	1,364.00	3.0	1,404.90

Senior Scientific Officer in Charge			
In charge of a section of a laboratory -			
- 1st year	1,156.90	3.0	1,191.60
- 2nd year	1,187.90	3.0	1,223.50
- 3rd year & thereafter	1,214.50	3.0	1,250.90
In charge of a laboratory of an agency having an ADA of -			
Less than 200 ADA -			
- 1st year	1,241.00	3.0	1,278.20
- 2nd year	1,268.60	3.0	1,306.70
- 3rd year & thereafter	1,303.60	3.0	1,342.70
More than 200 ADA -			
- 1st year	1,303.60	3.0	1,342.70
- 2nd year	1,336.10	3.0	1,376.20
- 3rd year & thereafter	1,364.00	3.0	1,404.90
Principal Scientific Officer			
1st year of service	1,401.00	3.0	1,443.00
2nd year of service	1,430.10	3.0	1,473.00
3rd year of service	1,462.20	3.0	1,506.10
4th year of service	1,491.50	3.0	1,536.20
5th year of service	1,521.60	3.0	1,567.20
6th year of service	1,551.80	3.0	1,598.40
7th year of service	1,582.20	3.0	1,629.70
8th year of service	1,612.70	3.0	1,661.10
9th year of service	1,642.60	3.0	1,691.90
10th year of service & thereafter	1,673.90	3.0	1,724.10
Trainee Scientific Officer			
1st year of service	560.70	3.0	577.50
2nd year of service	613.20	3.0	631.60
3rd year of service	638.40	3.0	657.60
4th year of service	696.60	3.0	717.50
5th year of service	757.30	3.0	780.00
6th year of service	806.50	3.0	830.70
Medical Records Administrator			
Grade 1	821.80	3.0	846.50
Grade 2	834.20	3.0	859.20
Grade 3	846.30	3.0	871.70
Grade 4	857.90	3.0	883.60
Grade 5	873.80	3.0	900.00
Grade 6	887.40	3.0	914.00
Grade 7	902.70	3.0	929.80
Grade 8	939.20	3.0	967.40
Nurse Counsellor			
1st year of service	821.60	3.0	846.20
2nd year of service	849.40	3.0	874.90
3rd year of service	887.40	3.0	914.00
4th year of service	921.80	3.0	949.50
5th year of service	961.90	3.0	990.80
6th year of service	994.90	3.0	1,024.70
7th year of service	1,023.30	3.0	1,054.00
8th year of service	1,048.00	3.0	1,079.40
9th year of service	1,087.40	3.0	1,120.00

Dental Officer			
On appointment -			
Less than 2 years' service	940.40	3.0	968.60
with 2 and less than 4 years' service	1,000.40	3.0	1,030.40
with 4 and less than 5 years' service	1,055.10	3.0	1,086.80
with 5 or more years' service	1,118.30	3.0	1,151.80
on completion of 12 months on maximum of scale-			
1st year	1,182.20	3.0	1,217.70
2nd year	1,242.40	3.0	1,279.70
Senior Dentist			
1st year	1,278.30	3.0	1,316.60
2nd year	1,313.10	3.0	1,352.50
Dental Chairside Assistant			
1st year of service	493.50	3.0	508.30
2nd year of service	530.00	3.0	545.90
3rd year of service	564.40	3.0	581.30
4th year of service	604.50	3.0	622.60
5th year of service	636.20	3.0	655.30
6th year of service	676.10	3.0	696.40
7th year of service	692.70	3.0	713.50
8th year of service	702.30	3.0	723.40
9th year of service	711.20	3.0	732.50
Dietitians			
General Scale -			
1st year of service	854.70	3.0	880.30
2nd year of service	892.20	3.0	919.00
3rd year of service	936.90	3.0	965.00
4th year of service	985.00	3.0	1,014.60
5th year of service	1,029.80	3.0	1,060.70
6th year of service	1,065.50	3.0	1,097.50
7th year of service	1,092.30	3.0	1,125.10
Grade 1			
1st year	1,156.90	3.0	1,191.60
2nd year	1,187.90	3.0	1,223.50
Therapists (other than Speech Pathologists)			
1st year of service	832.50	3.0	857.50
2nd year of service	854.70	3.0	880.30
3rd year of service	892.20	3.0	919.00
4th year of service	936.90	3.0	965.00
5th year of service	985.00	3.0	1,014.60
6th year of service	1,029.80	3.0	1,060.70
7th year of service	1,065.50	3.0	1,097.50
8th year of service & thereafter	1,092.30	3.0	1,125.10
Speech Pathologists			
1st year of service	832.50	3.0	857.50
2nd year of service	854.70	3.0	880.30
3rd year of service	892.20	3.0	919.00
4th year of service	936.90	3.0	965.00
5th year of service	985.00	3.0	1,014.60
6th year of service	1,029.80	3.0	1,060.70

7th year of service	1,065.50	3.0	1,097.50
8th year of service & thereafter	1,092.30	3.0	1,125.10
Audiologists			
1st year of service	814.60	3.0	839.00
2nd year of service	842.40	3.0	867.70
3rd year of service	880.70	3.0	907.10
4th year of service	917.70	3.0	945.20
5th year of service	956.80	3.0	985.50
6th year of service	993.50	3.0	1,023.30
7th year of service	1,023.00	3.0	1,053.70
8th year of service	1,051.80	3.0	1,083.40
9th year of service	1,086.90	3.0	1,119.50
Psychologists			
1st year of service	815.50	3.0	840.00
2nd year of service	843.10	3.0	868.40
3rd year of service	880.20	3.0	906.60
4th year of service	916.10	3.0	943.60
5th year of service	955.90	3.0	984.60
6th year of service	992.90	3.0	1,022.70
7th year of service	1,021.90	3.0	1,052.60
8th year of service	1,085.90	3.0	1,118.50
Clinical Psychologists			
1st year of service	1,050.50	3.0	1,082.00
2nd year of service	1,101.80	3.0	1,134.90
3rd year of service	1,149.30	3.0	1,183.80
4th year of service	1,201.00	3.0	1,237.00
5th year of service	1,248.70	3.0	1,286.20

Table 2 - Allowances

Item No.	Clause No.	Allowance		Current Rate \$	% change	2014 Adjust-ment \$
1	3.1 (d)	Qualification Allowance	Per week	45.20	3.0	46.56
2	3.8 (c)	Audiologist's Allowance	Per week	55.90	3.0	57.58
3	3.7 (c)	In Charge Allowance				
		- In charge of 1 to 5 other therapists of the same discipline	Per week	128.81	3.0	132.67
		- In charge of 6 to 9 other therapists of the same discipline	Per week	172.92	3.0	178.11
		- In charge of 10 to 19 other therapists of the same discipline	Per week	209.48	3.0	215.76
		- In charge of 20 or more other therapists of the same discipline	Per week	247.04	3.0	254.45
4	3.7 (c)	Senior Assistant's Allowance	Per week	25.55	3.0	26.32
5	3.7 (c)	Location Responsibility Allowance				
		- Responsible for 4 to 5 other therapists of the same discipline	Per week	51.41	3.0	52.95
		- Responsible for 6 to 9 other therapists of the same discipline	Per week	75.86	3.0	78.14
		- Responsible for 10 or more therapists of the same discipline	Per week	94.65	3.0	97.49
6	3.7 (c)	Sole Therapist's Allowance	Per week	37.55	3.0	38.68

7	7.2	Scientific Officers - On-Call Allowance	Per On-call	13.53	3.0	13.94
8	7.3	Therapists - On-Call Allowance	Per on-call	8.96	3.0	9.23
			Per week	44.87	3.0	46.22
9	7.4	Medical Records Administrators-On-Call Allowance	Per on-call	8.96	3.0	9.23
			Per week	44.87	3.0	46.22
10	10.2 (a)	Breakfast Allowance*	Per shift	6.47	3.0	6.66
11	10.2 (b)	Evening Meal Allowance*	Per shift	10.79	3.0	11.11
12	10.2 (c)	Luncheon Allowance*	Per shift	8.64	3.0	8.90
13	21.2	Travelling Allowance*	Per Kilometre	0.57	3.0	0.59
14	22.3	Uniform Allowance*	Per week	1.79	3.0	1.84
15	22.4	Laundry Allowance*	Per week	1.01	3.0	1.04
Note: allowances marked * increased by 3% CPI						

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 16 December 2014 in accordance with the State Wages Case 2014 decision.

P. M. KITE , *Acting Justice*

Printed by the authority of the Industrial Registrar.

CHARITABLE SECTOR AGED AND DISABILITY CARE SERVICES (STATE) AWARD 2003

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 802 of 2014)

Before The Honourable Acting Justice Kite

6 February 2015

VARIATION

1. Delete subclause (iv) of clause 5, Wages, of the award published 7 May 2004 (344 I.G. 331) and reprinted 27 January 2012 (372 I.G. 62), as varied, and insert in lieu thereof the following:
 - (iv) The rates of pay in this award include the adjustments payable under the State Wage case 2014. These adjustments may be offset against:
 - (i) Any equivalent over award payments, and/or
 - (ii) Award wage increases other than State Wage Case adjustments
2. Delete Table 1 and 2 of Part B and insert in lieu thereof the following:

Table 1 - Monetary Rates

	Current Rate p/week \$	% Increase	2014 Adjustment p/week \$
Care Service Employees			
New Entrant Grade 1 Junior	619.20	3.0	637.80
Grade 1	722.80	3.0	744.50
Grade 2	768.20	3.0	791.20
Grade 3	814.20	3.0	838.60
Grade 4			
- Level 1	856.50	3.0	882.20
- Level 2	929.60	3.0	957.50
Grade 5 from	991.50	3.0	1,021.20
to	1,465.00	3.0	1,509.00

Note:- Employees classified and paid as Recreational Activities Officers as at 10 November, 1998 be reclassified in accordance with the new definitions of Care Service Employee. Employees reclassified at Grade 2 by virtue of the above exercise, shall be paid at Grade 3 from the effective date of this award, and continue to be so paid whilst employed in the provision of recreational activities by their current employer. These employees may be required to perform the duties of a Level 3 Care Services Employee where they have the skill and competence to do so.

Note:- Salary Band-Grade 5 - Employers and employees may negotiate a rate within the salary band as shown. For the purposes of this award, the rate so negotiated shall be deemed to be the employee's award rate of pay. Salaries in excess of the salary band may also be negotiated between the parties.

	Current Rate p/week \$	% Increase	2014 Adjustment p/week \$
Maintenance Supervisors			
Maintenance Supervisor (Otherwise)	850.60	3.0	876.10
Maintenance Supervisor (Otherwise) - in charge of staff	868.90	3.0	895.00
Maintenance Supervisor (Tradesperson)	922.20	3.0	949.90
Catering Officer			
Trainee Catering Officer			
1st year	752.40	3.0	775.00
2nd year	766.00	3.0	789.00
3rd year	781.60	3.0	805.00
Assistant Catering Officer			
80-120 beds	789.20	3.0	812.90
120-300 beds	840.60	3.0	865.80
300-500 beds	901.90	3.0	929.00
500-1000 beds	926.00	3.0	953.80
Catering Officer			
80-120 beds	877.70	3.0	904.00
120-200 beds	901.90	3.0	929.00
200-300 beds	926.00	3.0	953.80
300-500 beds	972.20	3.0	1,001.40
500-1000 beds	1,049.40	3.0	1,080.90
Diversional Therapist			
1st year of experience	785.00	3.0	808.60
2nd year of experience	824.10	3.0	848.80
3rd year of experience	862.70	3.0	888.60
4th year of experience	901.30	3.0	928.30
5th year of experience and thereafter	938.20	3.0	966.30
Apprentices			
Apprentice Cook			
1st year	488.60	3.0	503.30
2nd year	671.70	3.0	691.90
3rd year	753.20	3.0	775.80
Apprentice Gardener			
1st year	407.10	3.0	419.30
2nd year	488.60	3.0	503.30
3rd year	651.40	3.0	670.90
4th year	732.80	3.0	754.80
Homecare Employees			
Homecare Employee			
Grade 1	727.10	3.0	748.90
Grade 2	762.80	3.0	785.70
Grade 3	815.50	3.0	840.00
Live-in Housekeeper			
Grade 1	945.30	3.0	973.60
Grade 2	1,068.00	3.0	1,100.00
Grade 3	1,237.50	3.0	1,274.70
Clerical & Administrative Employees			
Juniors			
At 16 years of age and under	395.40	3.0	407.30
At 17 years of age	448.20	3.0	461.60
At 18 years of age	513.90	3.0	529.30
At 19 years of age	579.00	3.0	596.40
At 20 years of age	638.40	3.0	657.60

Adults			
Grade 1	780.10	3.0	803.50
Grade 2	826.50	3.0	851.30
Grade 3	875.00	3.0	901.30
Grade 4	913.80	3.0	941.20
Grade 5	955.00	3.0	983.70

Note 1: Any employee paid on a classification/grade carrying a higher wage rate as at 10 November, 1998 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.

Note 2: Clerks who are paid at a grade above that of Grade 5 as at 10 November, 1998 shall have the difference between that grade, inclusive of the 1998 State Wage Case Increase, and the new agreed grade preserved whilst employed in a clerical position with their current employer.

Table 2 - Allowances

Item No.	Clause No.	Brief Description		Current Rate \$	% Change	2014 Adjust-ment \$
1	9(xi)(c)	Broken Shift	per shift	9.22	3.0	9.50
2	9(iii)(a)	Overtime - Breakfast *	per meal	12.32	3.0	12.69
3	9(iii)(b)	Overtime - Luncheon *	per meal	15.91	3.0	16.39
4	9(iii)(c)	Overtime - Evening Meal *	per meal	23.23	3.0	23.93
5	10(iii)(b)	Overtime - recall use of own vehicle *	per klm	0.34	3.0	0.35
6	10(iii)(c)	On Call Allowance	per day (24 hrs)	15.02	3.0	15.47
7	14(i)	Climatic & Isolation Allowance	per week	5.98	3.0	6.16
8	14(ii)	Climatic & Isolation Allowance	per week	11.30	3.0	11.64
9	17(i)(a)	Cleaning/Scraping Work - Confined Space	per hour	0.57	3.0	0.59
10	17(i)(b)	Cleaning Scraping Work - Boiler/Flue	per hour	0.90	3.0	0.93
11	17(iii)	Linen Handling - Nauseous Nature	per hour	0.28	3.0	0.29
12	17(v)	Use of own vehicle	per week	0.64	3.0	0.66
13	17(ix)	Laundry & Dry Cleaning certificate Allowance	per week	9.94	3.0	10.24
14	28(ii)	Leading Hand Allowance - in charge 2-5 employees	per week	24.46	3.0	25.19
15	28(ii)	Leading Hand Allowance - in charge 6-10 employees	per week	34.98	3.0	36.03
26	28(ii)	Leading Hand Allowance - in charge 11-15 employees	per week	44.17	3.0	45.5
17	28(ii)	Leading Hand Allowance - in charge 16-19 employees	per week	53.95	3.0	55.57
18	30(i)(c)	Uniform Allowance *	per week	6.31	3.0	6.50
19	30(i)(d)	Special Type Shoes Allowance *	per week	1.95	3.0	2.01
20	30(i)(e)	Cardigan or Jumper Allowance *	per week	1.88	3.0	1.94
21	30(i)(f)	Laundry Allowance - Uniform *	per week	5.22	3.0	5.38
22	31(ii)(d)	Sleepover Allowance	per shift	43.67	3.0	44.98
23	41(vi)	Apprentice - TAFE Examination Allowance	per week	2.040	3.0	2.10

Note: Allowances marked * increased by 3.0% CPI

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 16 December 2014 in accordance with the State Wages Case 2014 decision.

P. M. KITE , *Acting Justice*

Printed by the authority of the Industrial Registrar.

CHARITABLE, AGED AND DISABILITY CARE SERVICES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 803 of 2014)

Before The Honourable Acting Justice Kite

6 February 2015

VARIATION

1. Delete subclause (iii) in clause 5, Wages, of the award published 21 June 2002 (344 I.G. 601) and reprinted 27 January 2012 (372 I.G. 127) and insert in lieu thereof the following:
 - (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2014. These adjustments may be offset against:
 - (i) Any equivalent over award payments, and/or
 - (ii) Award wage increases other than State Wage Case adjustments

2. Delete Tables 1 and 2 in Part B and insert in lieu thereof the following:

Table 1 - Monetary Rates

	Current Rate p/week \$	% Increase	2014 Adjustment p/week \$
Care Service Employees			
New Entrant Grade 1 Junior	619.20	3.0	637.80
Grade 1	722.80	3.0	744.50
Grade 2	768.20	3.0	791.20
Grade 3	814.20	3.0	838.60
Grade 4			
- Level 1	856.50	3.0	882.20
- Level 2	929.60	3.0	957.50
Grade 5 from	991.50	3.0	1,021.20
To	1,465.00	3.0	1,509.00

Note:- Employees classified and paid as Recreational Activities Officers as at 10 November, 1998 be reclassified in accordance with the new definitions of Care Service Employee. Employees reclassified at Grade 2 by virtue of the above exercise, shall be paid at Grade 3 from the effective date of this award, and continue to be so paid whilst employed in the provision of recreational activities by their current employer. These employees may be required to perform the duties of a Level 3 Care Services Employee where they have the skill and competence to do so.

Note:- Salary Band-Grade 5 - Employers and employees may negotiate a rate within the salary band as shown. For the purposes of this award, the rate so negotiated shall be deemed to be the employee's award rate of pay. Salaries in excess of the salary band may also be negotiated between the parties.

	Current Rate p/week \$	% Increase	2014 Adjustment p/week \$
Maintenance Supervisors			
Maintenance Supervisor (Otherwise)	850.60	3.0	876.10
Maintenance Supervisor (Otherwise) - in charge of staff	868.90	3.0	895.00
Maintenance Supervisor (Tradesperson)	922.20	3.0	949.90
Catering Officer			
Trainee Catering Officer			
1st year	752.40	3.0	775.00
2nd year	766.00	3.0	789.00
3rd year	781.60	3.0	805.00
Assistant Catering Officer			
80-120 beds	789.20	3.0	812.90
120-300 beds	840.60	3.0	865.80
300-500 beds	901.90	3.0	929.00
500-1000 beds	926.00	3.0	953.80
Catering Officer			
80-120 beds	877.70	3.0	904.00
120-200 beds	901.90	3.0	929.00
200-300 beds	926.00	3.0	953.80
300-500 beds	972.20	3.0	1,001.40
500-1000 beds	1,049.40	3.0	1,080.90
Diversional Therapist			
1st year of experience	785.00	3.0	808.60
2nd year of experience	824.10	3.0	848.80
3rd year of experience	862.70	3.0	888.60
4th year of experience	901.30	3.0	928.30
5th year of experience and thereafter	938.20	3.0	966.30
Apprentices			
Apprentice Cook			
1st year	488.60	3.0	503.30
2nd year	671.70	3.0	691.90
3rd year	753.20	3.0	775.80
Apprentice Gardener			
1st year	407.10	3.0	419.30
2nd year	488.60	3.0	503.30
3rd year	651.40	3.0	670.90
4th year	732.80	3.0	754.80
Homecare Employees			
Homecare Employee			
Grade 1	727.10	3.0	748.90
Grade 2	762.80	3.0	785.70
Grade 3	815.50	3.0	840.00
Live-in Housekeeper			
Grade 1	945.30	3.0	973.60
Grade 2	1,068.00	3.0	1,100.00
Grade 3	1,237.50	3.0	1,274.70
Clerical & Administrative Employees			
Juniors			
At 16 years of age and under	395.40	3.0	407.30
At 17 years of age	448.20	3.0	461.60
At 18 years of age	513.90	3.0	529.30
At 19 years of age	579.00	3.0	596.40
At 20 years of age	638.40	3.0	657.60

Adults			
Grade 1	780.10	3.0	803.50
Grade 2	826.50	3.0	851.30
Grade 3	875.00	3.0	901.30
Grade 4	913.80	3.0	941.20
Grade 5	955.00	3.0	983.70

Note 1: Any employee paid on a classification/grade carrying a higher wage rate as at 10 November, 1998 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.

Note 2: Clerks who are paid at a grade above that of Grade 5 as at 10 November, 1998 shall have the difference between that grade, inclusive of the 1998 State Wage Case Increase, and the new agreed grade preserved whilst employed in a clerical position with their current employer.

Table 2 - Allowances

Item No.	Clause No.	Brief description		Current Rate	% change	2014 Adjust-ment
				\$		\$
1	9(xi)(c)	Broken Shift	Per shift	9.22	3.0	9.50
2	9(iii)(a)	Overtime - Breakfast*	Per Meal	12.32	3.0	12.69
3	9(iii)(b)	Overtime - Luncheon*	Per Meal	15.91	3.0	16.39
4	9(iii)(c)	Overtime - Evening meal*	Per Meal	23.23	3.0	23.93
5	10(iii)(b)	Overtime - recall use of own vehicle*	Per Kilometre	0.34	3.0	0.35
6	10(iii)(c)	On Call Allowance	Per Day (24 Hrs)	15.02	3.0	15.47
7	14(i)	Climactic & Isolation	Per Week	5.98	3.0	6.16
8	14(ii)	Climatic & Isolation	Per Week	11.3	3.0	11.64
9	17(i)(a)	Cleaning Scraping Work - Confined Space	Per Hour	0.57	3.0	0.59
10	17(i)(b)	Cleaning Scraping Work - Boiler/Flue	Per Hour	0.90	3.0	0.93
11	17 (iii)	Linen Handling - Nauseous Nature	Per Hour	0.28	3.0	0.29
12	17 (v)	Use of own Vehicle	Per Week	0.64	3.0	0.66
13	17 (ix)	Laundry & Dry Cleaning certificate Allowance	Per Week	9.94	3.0	10.24
14	28 (ii)	Leading Hand Allowance - in charge 2-5 employees	Per Week	24.46	3.0	25.19
15	28 (ii)	Leading hand Allowance - in charge 6-10 employees	Per Week	34.98	3.0	36.03
16	28 (ii)	Leading hand Allowance - In charge 11-15 employees	Per Week	44.17	3.0	45.50
17	28 (ii)	Leading hand Allowance - in charge 16-19 employees	Per Week	53.95	3.0	55.57
18	30(i)(c)	Uniform Allowance*	Per Week	6.31	3.0	6.50
19	30(i)(d)	Special Type Shoes Allowance*	Per Week	1.95	3.0	2.01
20	30(i)(e)	Cardigan or Jumper Allowance*	Per Week	1.88	3.0	1.94
21	30(i)(f)	Laundry Allowance - Uniform*	Per week	5.22	3.0	5.38
22	31(ii)(d)	Sleepover Allowance	Per Shift	43.67	3.0	44.98
23	41(iv)	Apprentice - TAFE Examination Allowance	Per Week	2.04	3.0	2.10

Note: Allowances marked * increased by 3.0% CPI

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 16 December 2014 in accordance with the State Wages Case 2014 decision.

P. M. KITE , *Acting Justice*

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(1131)

SERIAL C8305

CROWN EMPLOYEES (AUSTRALIAN MUSIC EXAMINATIONS BOARD (NEW SOUTH WALES) EXAMINERS, ASSESSORS AND ADVISERS) AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Board of Studies, Teaching and Educational Standards.

(No. IRC 131 of 2015)

Before Commissioner Tabbaa

20 March 2015

VARIATION

1. Insert in numerical order in clause 26, Area, Incidence and Duration, of the award published 9 May 2014 (376 I.G. 208) the following new subclauses:
 - 26.4 The award is varied with effect from 1 January 2015 pursuant to orders of the Commission dated 20 March 2015.
 - 26.5 Changes made to this award consequent upon its variation with effect on and from 1 January 2015 have been incorporated into this award.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1

	Amount Per Hour \$
Base Rate on and from 1 January 2014	75.65
Base Rate on and from 1 January 2015	77.45
Base Rate on and from 1 January 2016	79.39

Table 2 - Allowances for Advisers

Advisers per annum allowance	2.27%	2.38%	2.5%
	On and from 1/1/14 \$	On and from 1/1/15 \$	On and from 1/1/16 \$
Level 1: candidature 0 to 100	893	914	937
Level 2: candidature 101 to 3,000	1,791	1,834	1,880
Level 3: candidature 3,001 to 15,000	2,684	2,748	2,817
Level 4: candidature Over 15,001	3,575	3,660	3,752

Table 3 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	On and from 1/1/14 \$	On and from 1/1/15 \$	On and from 1/1/16 \$
1	8.1	Metropolitan travel allowance to AMEB (NSW) examination headquarters	11.84	12.16	12.16
2	8.2	Travel allowance per km outside metropolitan area: -Up to 8,000 km per annum -Over 8,000 km per annum	0.740 0.296	0.760 0.304	0.760 0.304

3. This variation shall take effect on and from 1 January 2015.

I. TABBAA, Commissioner

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**CROWN EMPLOYEES (BOARD OF STUDIES, TEACHING AND
EDUCATIONAL STANDARDS - EDUCATION OFFICERS) SALARIES
AND CONDITIONS AWARD 2014**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Board of Studies, Teaching and Educational Standards.

(No. IRC 130 of 2015)

Before Commissioner Tabbaa

20 March 2015

VARIATION

1. Insert in numerical order in clause 20, Area, Incidence and Duration of the award published 9 May 2014, (376 I.G. 220) the following new subclauses:
 - 20.4 The award is varied with effect from 1 January 2015 pursuant to orders of the Commission dated 20 March 2015
 - 20.5 Changes made to this award consequent upon its variation with effect on and from 1 January 2015 have been incorporated into this award.
2. Delete Table 1, Salaries of Part B, Monetary Rates and insert in lieu thereof the following:

Table 1 - Salaries

Chief Education Officer - Grade 1

Grade 1	2.27% From the first pay period to commence on or after 1/1/2014 \$	2.38% From the first pay period to commence on or after 1/1/2015 \$	2.5% From the first pay period to commence on or after 1/1/2016 \$
Level 1	141,347	144,711	148,329
Level 2	145,932	149,405	153,140
Level 3	150,521	154,103	157,956
Level 4	153,602	157,258	161,189
Level 5	157,024	160,761	164,780

Chief Education Officer - Grade 2

Grade 2	2.27% From the first pay period to commence on or after 1/1/2014 \$	2.38% From the first pay period to commence on or after 1/1/2015 \$	2.5% From the first pay period to commence on or after 1/1/2016 \$
Single salary point	160,949	164,780	168,900

Principal Education Officer

	2.27% From the first pay period to on or after 1/1/2014 \$	2.38% From the first pay period to commence on or after 1/1/2015 \$	2.5% From the first pay period to commence on or after 1/1/2016 \$
Single salary point	138,218	141,508	145,046

Senior Education Officer Grade 1

Grade	2.27% From the first pay period to commence on or after 1/1/2014 \$	2.38% From the first pay period to commence on or after 1/1/2015 \$	2.5% From the first pay period to commence on or after 1/1/2016 \$
Level 1	106,240	108,769	111,488
Level 2	119,516	122,360	125,419

Senior Education Officer Grade 2

	2.27% From the first pay period to commence on or after 1/1/2014 \$	2.38% From the first pay period to commence on or after 1/1/2015 \$	2.5% From the first pay period to commence on or after 1/1/2016 \$
Single salary point	124,589	127,554	130,743

Education Officer AECG

Level	2.27% From the first pay period to commence on or after 1/1/2014 \$	2.38% From the first pay period to commence on or after 1/1/2015 \$	2.5% From the first pay period to commence on or after 1/1/2016 \$
Level 1 1st year of service Thereafter	77,430 79,872	79,273 81,773	81,255 83,817
Level 2 1st year of service Thereafter	83,004 85,437	84,979 87,470	87,103 89,657
Level 3 1st year of service Thereafter	87,994 90,631	90,088 92,788	92,340 95,108
Level 4 1st year of service Thereafter	94,398 97,402	96,645 99,720	99,061 102,213

3. This variation shall take effect on and from 1 January 2015.

I. TABBAA, Commissioner

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**CROWN EMPLOYEES (CHIEF EDUCATION OFFICERS -
DEPARTMENT OF EDUCATION AND COMMUNITIES) SALARIES
AND CONDITIONS AWARD 2014**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education and Communities.

(No. IRC 33 of 2015)

Before The Honourable Acting Justice Kite

11 February 2015

VARIATION

1. Delete Table 1 of Part B of the award published 4 July 2014, (376 I.G. 329) and insert in lieu thereof the following:

Table 1 - Salary Scale

Chief Education Officer	Salary from first pay period on or after 1.1.2014 \$	Salary from first pay period on or after 1.1.2015 \$	Salary from first pay period on or after 1.1.2016 \$
Increase	2.27%	2.25%	2.5%
Level 3	156,992	160,524	164,537
Level 2	150,526	153,913	157,761
Level 1	139,748	142,892	146,464

2. This variation shall take effect from 11 February 2015.

P. M. KITE , *Acting Justice*

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CROWN EMPLOYEES (FIRE AND RESCUE NSW FIREFIGHTING STAFF DEATH AND DISABILITY) AWARD 2015

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Fire Brigade Employees Union, Industrial Organisation of Employees.

(No. IRC 280 of 2014)

Before The Honourable Justice Walton, President

16 February 2015

AWARD

Clause 1. Introduction, Intentions and Commitments

- 1.1 This Award shall be known as the "Crown Employees (Fire and Rescue NSW Firefighting Staff Death and Disability) Award 2015".
- 1.2 The intentions and commitments of this Award are to:-
 - 1.2.1 Promote firefighters' health and fitness and to assist firefighters in meeting the occupational requirements of their job.
 - 1.2.2 Provide practical support, education and assistance to firefighters through structured health and fitness programs.
 - 1.2.3 Provide rehabilitation and retraining for permanent firefighters suffering partial and permanent incapacity.
 - 1.2.4 Provide benefits in the event of the death or the termination of employment of permanently incapacitated firefighters.

Clause 2. Index

- Clause 1 - Introduction, Intentions and Commitments
- Clause 2 - Index
- Clause 3 - Definitions
- Clause 4 - Health and Fitness Program
- Clause 5 - Death and Disability Superannuation Fund
- Clause 6 - Contributions to the Death and Disability Superannuation Fund
- Clause 7 - Other Benefits Applicable to Firefighters
- Clause 8 - Assessment of Fitness for Duty and Permanent Incapacity
- Clause 9 - "On Duty" Death Benefits
- Clause 10 - "On Duty" Total and Permanent Incapacity Benefits
- Clause 11 - "Off Duty" Death and Total and Permanent Incapacity Benefits
- Clause 12 - Rehabilitation and Retraining for Permanent Firefighters who suffer Partial and Permanent Incapacity
- Clause 13 - Partial and Permanent Incapacity Benefits
- Clause 14 - Assessment of Entitlement to Benefits
- Clause 15 - Grievance Mechanism
- Clause 16 - Anti-Discrimination

Clause 17 - Area, Incidence, Duration and Parties Bound
Annexure A - Principles and Procedures of the Firefighters'
Health and Fitness Program

Clause 3. Definitions

"actuary" means an actuary appointed by the Trustee of the Death and Disability Superannuation Fund.

"compulsory employer contributions" has the same meaning as it has in section 12(1) of the First State Superannuation Act 1992.

"Deemed annual salary" means the "Per Week" rate of pay of a Qualified Firefighter as set out at Table 1 of Part C of the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award multiplied by 52.1785.

"Deemed fortnightly salary" means the "Per Week" rate of pay of a Qualified Firefighter as set out at Table 1 of Part C of the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award multiplied by 2.

"Death and Disability Superannuation Fund" means the superannuation fund established in accordance with this Award.

"Electricity Industry Superannuation Scheme" ("EISS") has the same meaning as it has in the Superannuation Administration Act 1996.

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

"FRNSW" means Fire and Rescue New South Wales, established by the Fire Brigades Act 1989 and as a Public Service Executive Agency under Schedule 1 of the Government Sector Employment Act 2013.

"firefighter" means either a permanent firefighter or a retained firefighter as defined in this clause.

"First State Superannuation Scheme" ("FSS") means the superannuation scheme established under the First State Superannuation Act 1992.

"Judges Pension Scheme" ("JPS") means the superannuation scheme established under the Judges' Pensions Act 1953.

"Local Government Superannuation Scheme" ("LGSS") has the same meaning as it has in the Superannuation Administration Act 1996.

"off duty injury" means any personal injury or disease which is not an on duty injury.

"on duty injury" means personal injury arising out of or in the course of employment as a firefighter and includes a disease which is contracted by a firefighter in the course of his/her employment as a firefighter and to which the employment was a contributing factor, and the aggravation, acceleration, exacerbation or deterioration of any disease, where his/her employment as a firefighter was a contributing factor to the aggravation, acceleration, exacerbation or deterioration but does not include a personal injury or disease arising out of or in the course of journeying to or from work subject to the proviso that a retained firefighter responding to an incident shall be considered to be on duty from the time of call.

"ordinary duties" means the full range of work that was usually performed by the firefighter immediately prior to suffering the condition, illness or injury that caused them to cease to perform, in whole or in part, such work.

"Parliamentary Contributory Superannuation Fund" ("PCSF") means the fund referred to in section 5 of the Parliamentary Contributory Superannuation Act 1971.

"partial and permanent incapacity" means that a firefighter is no longer fit to carry out the full range of his/her ordinary duties with FRNSW.

"PBRI" means the Police Blue Ribbon Insurance arrangements established under the Police Amendment (Death and Disability) Regulation 2011.

"permanent firefighter" has the same meaning as 'employee' under the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award.

"Police Superannuation Scheme" ("PSS") means the superannuation scheme established under the Police Regulation (Superannuation) Act 1906.

"retained firefighter" has the same meaning as 'employee' under the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award.

"spouse" means a person who falls within the definition of "spouse" or "de facto partner" in the Superannuation Act 1916.

"State Authorities Non-contributory Superannuation Scheme" ("SANCS") means the superannuation scheme established under the State Authorities Non-contributory Superannuation Act 1987.

"State Authorities Superannuation Scheme" ("SASS") means the superannuation scheme established under the State Authorities Superannuation Act 1987.

"State Superannuation Scheme" ("SSS") means the superannuation scheme established under the Superannuation Act 1916.

"total and permanent incapacity" means that the firefighter is unlikely, by reason of ill-health (whether physical or mental) to ever again engage in gainful employment for which the firefighter is reasonably qualified by education, training or experience.

Clause 4. Health and Fitness Program

- 4.1 The parties agree and accept the need for a compulsory health and fitness program that is underpinned by practical support, education and assistance provided by FRNSW.
- 4.2 The parties agree to develop and implement the health and fitness program in circumstances in which a member of the Industrial Relations Commission will oversight their progress and set appropriate time frames, subject to the proviso that the parties specifically agree that:
 - 4.2.1 the health and fitness program will be developed and implemented within the life of this Award;
 - 4.2.2 the health and fitness program will be developed and implemented in accordance with the principles and procedures detailed in Annexure A;
 - 4.2.3 health and fitness standards will be subject to negotiation and agreement, but shall apply to all firefighters with no distinction based upon rank; and
 - 4.2.4 A firefighter who fails to meet the prescribed health and fitness standards will be given an appropriate period of time, as determined on medical advice, to achieve the level of health and fitness required. Subsequently, a permanent firefighter who fails the medical reassessment or who is deemed on medical advice not capable of regaining or maintaining an acceptable level of fitness will be rehabilitated to another position in accordance with Clause 12.

Clause 5. Death and Disability Superannuation Fund

- 5.1 FRNSW will maintain, with the agreement of the FBEU, a Death and Disability Superannuation Fund to pay the benefits prescribed by Clauses 9, 10 and 11 of this Award. The Fund shall operate in accordance with relevant Commonwealth legislation and the terms of the trust deed by which it is created.

- 5.2 The terms of the trust deed by which the Death and Disability Superannuation Fund is created shall provide that the Trustee of the Death and Disability Superannuation Fund is required to reduce the benefits otherwise payable from the said fund so as to offset any benefits prescribed by this Award that have previously been paid from the Death and Disability Superannuation Fund or by FRNSW pursuant to this Award.

Clause 6. Contributions to the Death and Disability Superannuation Fund

- 6.1 Subject to subclause 6.2, permanent firefighters who are less than 67 years of age and who are covered by FSS or who are contributors to SASS or who have elected under section 10 of the First State Superannuation Act 1992 to make other arrangements shall each fortnight contribute an amount equivalent to 0.8 per cent of the Deemed fortnightly salary to the Death and Disability Superannuation Fund.
- 6.2 Permanent firefighters who contribute to SASS and who contribute for additional benefit cover shall within three months of commencing employment make an election on a "once only" basis, whether they wish to contribute to the Death and Disability Superannuation Fund. Permanent firefighters who elect to not contribute to the Death and Disability Superannuation Fund shall not be eligible to receive a pension or lump sum payment prescribed by this Award.
- 6.3 The contributions prescribed by this Award in relation to permanent firefighters who are contributors to SASS are additional to the contributions that they are required to make under the State Authorities Superannuation Act 1987.
- 6.4 Notwithstanding the provisions of the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award and the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award, a firefighter who is required or elects to make contributions pursuant to this clause will do so by sacrificing an amount of unearned salary equivalent to the firefighter's contribution pursuant to this clause, unless they elect to contribute from their post-tax salary. Such salary sacrifice shall not be taken into account for the purpose of calculating the remuneration that the firefighter would have received in the event that no salary sacrifice had been applicable.
- 6.5 Subject to subclause 6.6, FRNSW shall each fortnight contribute an amount equivalent to 0.5 per cent of the Deemed fortnightly salary to the Death and Disability Superannuation Fund in respect of each retained firefighter who is less than 67 years of age.
- 6.6 FRNSW shall each fortnight contribute an amount equivalent to 0.2 per cent of the Deemed fortnightly salary to the Death and Disability Superannuation Fund in respect of each retained firefighter who is less than 67 years of age and who, by virtue of their primary employment, is already a member of SSS, PSS, the LGSS or EISS Division D "Defined Benefit Scheme", the JPS, PCSF, PBRI or who is a LGSS or EISS Division B "Retirement Scheme" member with additional benefit cover or who is a SASS member with additional benefit cover.
- 6.7 FRNSW shall contribute to the Death and Disability Superannuation Fund such sum as may be necessary to meet any shortfall between the Fund's reserves and that sum that it needs in order to pay the superannuation pensions and superannuation lump sum benefits prescribed by this Award (or past Awards).
- 6.8 A firefighter on any form of leave without pay shall continue to be covered by this Award and shall be required to make the contributions that he/she would otherwise have made had he/she not been on leave without pay.
- 6.9 FRNSW shall each fortnight deduct the contributions that firefighters are required or elect to make pursuant to this clause from their salaries and forward such contributions together with the contributions that FRNSW is required to make in respect of retained firefighters to the Death and Disability Superannuation Fund.

Clause 7. Other Benefits Applicable to Firefighters

The benefits conferred upon firefighters by this Award shall be in addition to those benefits otherwise payable under the FSS Scheme, the SASS scheme and/or the Workers Compensation Act 1987 and Workplace Injury Management and Workers Compensation Act 1998, as varied from time to time.

Clause 8. Assessment of Fitness for Duty and Permanent Incapacity

8.1. The procedures set out at subclauses 8.2 to 8.5 inclusive will apply if:

8.1.1 FRNSW has reason to believe that:

8.1.1.1a firefighter may be unfit for duty, permanently or otherwise, and that firefighter disagrees; or

8.1.1.2it may be necessary to impose certain medical/physical conditions or restrictions on a firefighter, permanently or otherwise, and that firefighter disagrees with the need for some or all such conditions or restrictions; or

8.1.2 A firefighter has reason, supported by medical information, to believe that:

8.1.2.1 the firefighter may be unfit for duty, permanently or otherwise, and FRNSW disagrees; or

8.1.2.2it may be necessary to impose certain medical/physical conditions or restrictions on the firefighter, permanently or otherwise, and FRNSW disagrees with the need for some or all such conditions or restrictions; or

8.1.3 A firefighter has already been assessed as defined at subclauses 8.6.2, 8.6.3 or 8.6.4 and subsequently obtains more contemporary information which suggests that they may be fit or that their requirements or restrictions should be changed, and FRNSW disagrees.

8.2 If the medical assessment is initiated by FRNSW at subclause 8.1.1 then FRNSW will advise the firefighter in writing of their need to undergo an immediate health assessment by a medical practitioner nominated by FRNSW, and its reason(s) for such referral.

8.3 8.3.1 If FRNSW believes at any point in time that a permanent firefighter's condition is such that by remaining on-duty he/she may endanger themselves, their colleagues or the public, FRNSW will, having regard to the firefighter's circumstances, either assign appropriate alternative duties for the firefighter or direct the firefighter on special leave (which is not to be deducted from any of the firefighter's leave balances) pending the determination of their condition in accordance with this Clause. A permanent firefighter who is stood down from their ordinary duties in accordance with this subclause will continue to receive their ordinary pay until such date as the Industrial Relations Commission determines that the firefighter has failed to cooperate with the reasonable directions of FRNSW under this Clause, or the assessing medical practitioner reports pursuant to subclause 8.6. To avoid doubt, a permanent firefighter's ordinary pay shall be the pay to which the permanent firefighter would have been entitled had they been on sick leave.

8.3.2 If FRNSW believes at any point in time that a retained firefighter's condition is such that by continuing to attend emergency incidents he/she may endanger themselves, their colleagues or the public, FRNSW will allow the firefighter to respond to their station, but not the incident, for all calls received by their brigade, and to attend all drills pending the determination of their condition in accordance with this Clause. A retained firefighter who is placed on non-response duties in accordance with this subclause will continue to be permitted to attend the station for calls and drills until such date as the Industrial Relations Commission determines that the firefighter has failed to cooperate with the reasonable directions of FRNSW under this Clause, or the assessing medical practitioner reports pursuant to subclause 8.6.

8.4 Whether the medical assessment is initiated by FRNSW at subclause 8.1.1 or a firefighter at subclause 8.1.2, FRNSW will arrange for a reasonable appointment for the firefighter as soon as possible, if not

with FRNSW's preferred medical practitioner then with some other suitable medical practitioner, and will notify both the firefighter and the assessing medical practitioner in writing setting out:

- 8.4.1 the time, date and location of the appointment;
 - 8.4.2 the inherent requirements of the firefighter's ordinary duties and the firefighter's typical work environment(s);
 - 8.4.3 the health-related issue(s), if any, which FRNSW believes may be affecting work performance;
 - 8.4.4 the manner in which it is believed work performance has been/is being and/or may be affected, including evidence where available;
 - 8.4.5 any specific question(s) from FRNSW. It will not be sufficient to simply request an assessment of a firefighter's "fitness to continue" or assume such question(s) would be inferred by the assessing medical practitioner from the general background information provided; and
 - 8.4.6 a summary of all relevant documents in checklist format.
- 8.5 The assessing medical practitioner should take into account any and all relevant material supplied by FRNSW, the firefighter and/or the firefighter's own medical practitioner(s). FRNSW will ensure that any material provided to the assessing medical practitioner will at the same time also be provided to the firefighter and/or the medical practitioner(s) nominated by the firefighter.
- 8.6 The assessing medical practitioner's report, which will be in writing and provided to both FRNSW and the firefighter, should conclude that the firefighter is, in that medical practitioner's opinion, either:
- 8.6.1 fit to perform the firefighter's ordinary duties without any requirements or restrictions; or
 - 8.6.2 fit to perform the firefighter's ordinary duties with specified requirements or restrictions; or
 - 8.6.3 temporarily unfit to perform the firefighter's ordinary duties but fit to perform alternative duties, either with or without specified requirements or restrictions; or
 - 8.6.4 temporarily unfit to perform any FRNSW duties; or
 - 8.6.5 permanently unfit to perform the firefighter's ordinary duties.
- 8.7 FRNSW will write to the firefighter within 7 days of receipt of the assessing medical practitioner's report stating that it has either:
- 8.7.1 wholly accepted the assessing medical practitioner's report; or
 - 8.7.2 partially accepted the assessing medical practitioner's report, together with the reason(s) for its non-acceptance of the relevant part(s); or
 - 8.7.3 accepted none of the assessing medical practitioner's report and its reasons for same.
- 8.8 If the FRNSW determination at subclause 8.7 is that the firefighter is permanently unfit to perform the firefighter's ordinary duties then the firefighter shall be deemed for the purposes of this Award to have suffered partial and permanent incapacity until determined otherwise in accordance with this Clause. FRNSW shall inform the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed) at the earliest possible opportunity.
- 8.9 A firefighter may request by way of report that the Commissioner review the FRNSW determination at subclause 8.7 within 14 days of receipt of that written determination or within 7 days of the Department having informed the FBEU, whichever is the later. A firefighter who makes such a request shall then be allowed 28 days, or such additional time as the Commissioner may allow, in order for a medical practitioner of the firefighter's choosing to:

- 8.9.1 review all previous reports and documentation relating to the matter; and
- 8.9.2 confer with a FRNSW-nominated medical practitioner with a view to maximising the areas of agreement and minimising any areas of disagreement between them. In order to facilitate such conferences, FRNSW and the firefighter must, by no later than close of business on the next working day following the firefighter's request for a review, exchange the contact details of their respective nominated medical practitioners and in the case of the firefighter, written authorisation for their nominated medical practitioner to discuss their medical information with the FRNSW-nominated medical practitioner; and
- 8.9.3 produce a report (and, if the FRNSW-nominated medical practitioner is agreeable, a joint report) of their conclusions.
- 8.9.4 The Commissioner will consider all previous reports and documentation relating to the matter, together with any additional information (including the medical practitioner's report at subclause 8.9.3) submitted by the firefighter, and will within 14 days supply the firefighter concerned with a written and final FRNSW determination of the matter.
- 8.10 If the firefighter does not agree with the Commissioner's determination at subclause 8.9 then the matter may be referred to the Industrial Relations Commission (the Commission) for final determination of the matter, i.e. whether the firefighter is;
- 8.10.1 fit to perform the firefighter's ordinary duties without any requirements or restrictions; or
- 8.10.2 fit to perform the firefighter's ordinary duties with specified requirements or restrictions; or
- 8.10.3 temporarily unfit to perform the firefighter's ordinary duties but fit to perform alternative duties, either with or without specified requirements or restrictions; or
- 8.10.4 temporarily unfit to perform any FRNSW duties; or
- 8.10.5 permanently unfit to perform the firefighter's ordinary duties.
- 8.11 Where a dispute cannot be settled by conciliation, the parties agree in principle that the preferred method of adjudication will be by the Commission utilising the 'Bluescope model'. The 'Bluescope model' will be adopted except where the Commission orders otherwise or where one of the parties elects not to use the Bluescope model and notifies the other party of this election as soon as practicable before or at the time the dispute is notified to the Commission.
- 8.12 A firefighter who is found to be temporarily unfit as per subclauses 8.6.3 or 8.6.4 or 8.10.3 or 8.10.4 will be given the appropriate period of time, as advised by the assessing medical practitioner, necessary for the firefighter to return to their ordinary duties.
- 8.13 A firefighter who fails to return to their ordinary duties within the appropriate period of time, or within six months from the date they last performed their ordinary duties or previous assessment (whichever occurs first) will be referred for medical re-assessment.
- 8.14 FRNSW will bear the cost of any assessment conducted by a medical practitioner pursuant to subclauses 8.4, 8.5 and 8.6, and of any independent assessment conducted at subclause 8.13, provided that in the case of any review conducted at subclauses 8.8 and 8.9 (only), the firefighter and FRNSW will each be responsible for the costs of their own nominated medical practitioner.
- 8.15 A firefighter who fails to comply with a reasonable direction to attend and participate in a medical assessment under this mechanism may be subject to disciplinary action.
- 8.16 A firefighter who has been determined as suffering partial and permanent incapacity may at any time elect to be assessed by the Death and Disability Superannuation Fund for total and permanent

incapacity, in which case FRNSW will make all reasonable efforts to assist the Fund in concluding such assessment as soon as practicable.

- 8.17 The employment of a firefighter who is determined as suffering partial and permanent incapacity will be terminated in accordance with Clause 13, or otherwise upon such firefighter's consent or request.

Clause 9. "On Duty" Death Benefits

- 9.1 The benefits prescribed by this clause are payable from the Death and Disability Superannuation Fund.
- 9.2 In the event that an on duty injury results in the death of a firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.1 or 6.5, a fortnightly pension equivalent to 40% of the Deemed fortnightly salary shall be paid to the deceased firefighter's spouse until that spouse's death.
- 9.3 Children's pensions shall be payable in addition to the spouse pension payable under subclause 9.2 on the same basis as in SSS, provided that such fortnightly pensions shall be set at a rate equivalent to 5% of the Deemed fortnightly salary in respect of each eligible child.
- 9.4 Pensions shall be able to be commuted on the same basis as in SSS.
- 9.5 The provisions of the other subclauses of this clause shall not apply in the event that an on duty injury results in the death of a firefighter who does not have a spouse at the time of his or her death. In such cases, the firefighter's death shall, for the purposes of this Award, be treated as if it was the result of an off duty injury and a lump sum payment shall be paid from the Death and Disability Superannuation Fund in accordance with Clause 11.
- 9.6 A minimum guaranteed lump sum benefit is payable in the same circumstances as prescribed in section 31A of the Superannuation Act 1916, but the "minimum benefit" as defined in section 31A(7) will not apply and for the purposes of this Award the minimum benefit shall be the amount that would have been payable under subclause 9.5 had the firefighter not had a spouse at the time of the firefighter's death.
- 9.7 The fortnightly pensions payable under this clause shall continue to be adjusted throughout the life of each such pension in line with movements in the Deemed salary.
- 9.8 In the case of a retained firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.6 and who suffers death as the result of an on duty injury and who, by virtue of his/her primary employment, was already a member of SSS, PSS, the LGSS or EISS Division D "Defined Benefit Scheme", the JPS, PCSF (or such other public sector defined benefit schemes as agreed between the parties), PBRI or who was a LGSS or EISS Division B "Retirement Scheme" member with additional benefit cover or who was a SASS member with additional benefit cover, the other benefits of this clause shall not be payable and a lump sum benefit equivalent to 20% of the Deemed annual salary shall instead be paid to the deceased retained firefighter's estate.

Clause 10. "On Duty" Total and Permanent Incapacity Benefits

- 10.1 The benefits prescribed by this clause are payable from the Death and Disability Superannuation Fund.
- 10.2 In the event that an on duty injury results in the total and permanent incapacity of a firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.1 or 6.5, a fortnightly pension equivalent to 60% of the Deemed fortnightly salary shall be paid to the firefighter until his or her 67th birthday or death (whichever the earlier).
- 10.3 Pensions shall be able to be commuted at age 60 or any time thereafter, with the commuted lump sum to be determined in accordance with Clause 11.
- 10.4 Where a former firefighter in receipt of a total and permanent incapacity pension suffers death prior to his or her 67th birthday then a lump sum amount determined in accordance with Clause 11 shall be paid to the deceased former firefighter's estate.

- 10.5 To avoid doubt, the lump sum payments under subclauses 10.3 and 10.4 shall be determined by the former firefighter's age at the time of commutation or death, as the case may be, and not their medical retirement
- 10.6 The fortnightly pensions payable under this clause shall continue to be adjusted throughout the life of each such pension in line with movements in the Deemed salary
- 10.7 In the case of a retained firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.6 and who suffers total and permanent incapacity as the result of an on duty injury and who, by virtue of his/her primary employment, is already a member of SSS, PSS, the LGSS or EISS Division D "Defined Benefit Scheme", the JPS, PCSF (or such other public sector defined benefit schemes as agreed between the parties), PBRI or who is a LGSS or EISS Division B "Retirement Scheme" member with additional benefit cover or who is a SASS member with additional benefit cover, the other benefits of this clause shall not be payable and the retained firefighter shall instead be paid a lump sum benefit equivalent to 20% of the Deemed annual salary.

Clause 11. "Off Duty" Death and Total and Permanent Incapacity Benefits

- 11.1 The benefits prescribed by this clause are payable from the Death and Disability Superannuation Fund.
- 11.2 Subject to subclause 11.4, in the event that an off duty injury results in the death or total and permanent incapacity of a firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.1 or 6.5, a lump sum payment in accordance with the scale set out in subclause 11.3 shall be paid to the firefighter or his/her estate.
- 11.3 For the purposes of this subclause, a firefighter's age shall be his/her age at the time of his/her death or at the date that he/she ceases to be employed by FRNSW or at such earlier date as may be determined by the Trustee of the Death and Disability Superannuation Fund.

Age	Benefit as a multiple of the Deemed annual salary
18-59	4.8
60	4.2
61	3.6
62	3.0
63	2.4
64	1.8
65	1.2
66	0.6
67	0.0

- 11.4 The actuary shall separately review and assess the cost of the benefits provided by this Award for both permanent firefighters and retained firefighters by 30 June each year. In the event that the actuary's review finds that the long-term cost of the off duty benefits provided by this Clause for either employee group exceeds both (a), the long-term contributions to be made by that employee group, and (b), 30% of the long-term combined cost of the benefits provided Clauses 9, 10 and 11 for that employee group, then the scale at subclause 11.3 shall be reduced for that employee group on 1 January next to the extent necessary to ensure that long-term cost of the off duty benefits for that employee group no longer exceeds either (a) or (b). Once the scale is reduced for an employee group it shall remain subject to annual adjustment, both upwards and downwards as each review permits, until such time as the scale at subclause 11.3 is returned to.
- 11.5 Retained firefighters for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.6 and who suffer death or total incapacity as the result of an off duty injury and who, by virtue of their primary employment, are already members of SSS, PSS, the LGSS or EISS Division D "Defined Benefit Scheme", the JPS, PCSF (or such other public sector defined benefit schemes as agreed between the parties), PBRI or who are LGSS or EISS Division B "Retirement Scheme" members with additional benefit cover or who are SASS members with additional benefit

cover shall not be entitled to the other benefits of this clause and a lump sum benefit equivalent to 20% of the Deemed annual salary shall instead be paid to such retained firefighters or their estate.

Clause 12. Rehabilitation and Retraining for Permanent Firefighters who suffer Partial and Permanent Incapacity

- 12.1 Every permanent firefighter who suffers partial and permanent incapacity (PPI) shall receive extensive rehabilitation/retraining with the objective placing them in a suitable position within FRNSW. All reasonable efforts will be made by FRNSW to ensure that a permanent firefighter who suffers PPI is so placed, including by identifying potential employment opportunities as soon as practicable and directing the firefighter’s rehabilitation/retraining to that end, and in consultation with the firefighter concerned and the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed).
- 12.2 Where FRNSW believes that, notwithstanding every reasonable effort to the contrary, a suitable position may not be found for a permanent firefighter who, by reason of PPI, is undergoing rehabilitation/retraining, the firefighter concerned and the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed) shall be informed at the earliest possible opportunity.
- 12.3 The employment of a permanent firefighter who suffers PPI will not be terminated because of the lack of a suitable position within FRNSW without the firefighter’s consent. In the event that the firefighter does not consent, an adequate opportunity will be given to the firefighter concerned and the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed) to consider FRNSW’s opinion that no suitable position is available and to put that opinion into dispute in accordance with the dispute resolution clause in this Award.
- 12.4 The parties agree that it is anticipated that the rehabilitation/retraining and associated forward planning associated will minimise the likelihood that any permanent firefighter who suffers PPI will be terminated because at the end of their rehabilitation/retraining, a suitable position is not available.

Clause 13. Partial and Permanent Incapacity Benefits

- 13.1 The partial and permanent incapacity benefits prescribed by this clause are provided and payable by FRNSW.
- 13.2 Subject to Clause 12, FRNSW may terminate the employment of a firefighter who suffers partial and permanent incapacity. Subject to subclause 13.3, a firefighter whose employment is terminated because the firefighter suffers partial and permanent incapacity shall be given the option of:
 - 13.2.1 being paid a lump sum payment in accordance with this clause immediately upon termination; or
 - 13.2.2 deferring a lump sum payment in accordance with this clause pending the determination of the firefighter’s claim for a total and permanent incapacity benefit.
- 13.3 Subject to subclauses 13.2.2, a firefighter whose employment is terminated because the firefighter suffers partial and permanent incapacity shall be paid a lump sum payment in accordance with the scale set out below:

Age	Benefit as a multiple of the Deemed annual salary	
	for permanent firefighters	for retained firefighters
18-52	3.08	0.308
53	2.81	0.281
54	2.53	0.253
55	2.25	0.225
56	1.95	0.195
57	1.65	0.165
58	1.34	0.134
59	1.02	0.102
60	0.69	0.069

61	0.35	0.035
62	0	0

Clause 14. Assessment of Entitlement to Benefits

- 14.1 Entitlement to the partial and permanent incapacity benefits provided by FRNSW pursuant to this Award shall be assessed through the mechanism at Clause 8.
- 14.2 Entitlement to receive a total and permanent incapacity or death benefit from the Death and Disability Superannuation Fund shall be assessed in accordance with relevant Commonwealth legislation and the terms of the trust deed by which the Fund operates.
- 14.3 To avoid doubt, a firefighter can receive either a total and permanent incapacity benefit, or a partial and permanent incapacity benefit, but not both. FRNSW shall advise the Death and Disability Fund the name of any firefighter who receives a partial and permanent incapacity benefit under Clause 13.
- 14.4 Subject to subclause 14.2, any dispute as to the entitlement to receive a benefit from the Death and Disability Superannuation Fund or any other dispute arising under or regarding the application of this Award may be referred to the Industrial Relations Commission of New South Wales for final determination.
- 14.5 To avoid doubt, the provision at subclauses 8.8, 12.1, 12.2 and 12.3 whereby the FBEU is to be informed "unless the firefighter expressly declines to agree to the FBEU being informed" is intended to allow the firefighter to seek the FBEU's advice before authorising or agreeing to any course of action or signing any document associated with those subclauses and unless the firefighter does expressly decline to agree to the FBEU being informed then FRNSW will neither expect nor allow a firefighter to authorise or agree to any course of action nor sign any document associated with their rehabilitation/retraining or possible termination until such time as the FBEU has been notified in writing and been given adequate opportunity to confer with the firefighter.

Clause 15. Grievance Mechanism

If an issue gives rise to a dispute it shall be dealt with in accordance with the Dispute Avoidance Procedures in Clause 35 of the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award.

Clause 16. Anti-Discrimination

- 16.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 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.
- 16.2 It follows that in fulfilling their obligations under Clause 15 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 fulfillment of these obligations for the parties to make an application to vary any provision of this Award, which by its terms or operation, has direct or indirect discriminatory effect.
- 16.3 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.
- 16.4 Nothing in this clause is taken to affect any conduct or act which is specifically exempted from anti-discrimination legislation; offering or providing junior rates of pay to persons under 21 years of age; any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977; and/or a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 16.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

Clause 17. Area, Incidence, Duration and Parties Bound

- 17.1 This Award shall apply to all permanent firefighters and retained firefighters, as defined in Clause 3, Definitions, who are employed by FRNSW.
- 17.2 This Award shall rescind and replace the Crown Employees (Fire and Rescue NSW Firefighting Staff Death and Disability) Award 2012 published 5 October 2012 (374 IG 1271).
- 17.3 This Award shall be binding upon the FBEU and FRNSW.
- 17.4 This Award shall take effect on and from 20 February 2015 and shall remain in force until 16 February 2017.

ANNEXURE A**Principles and Procedures of the Firefighters' Health and Fitness Program****Objectives**

To promote the health and fitness of firefighters and to assist them in meeting the occupational requirements of their job.

To provide practical support, education and assistance to firefighters through a structured health and fitness program.

Benefits for the firefighter

A compulsory health assessment as recommended for the firefighter on medical advice.

A comprehensive individual report.

Access to individual health and fitness counselling sessions.

Access to health and fitness resource materials.

Identification of negative lifestyle habits and risks.

Identification of some medical conditions.

Early intervention and management of medical conditions.

Health statistics over the lifetime of career as a firefighter.

Decreased risk of death, injury or disability from disease.

Increased ability to cope with the physical and emotional stresses of firefighter duties.

Heightened job performance and satisfaction.

General benefits for the employer

Supplementary to saving lives, improving performance and achieving compliance with Workplace Health and Safety legislation and Australian and international standards, it is anticipated that the health and fitness program will make a significant positive contribution to:

the number and cost of worker's compensation and death and disability claims.

payroll costs due to sick or injured workers.

identification of negative health factors (work-related or other) for FRNSW.

Outcomes

A healthy and fit workforce.

Increased capacity to cope with the physical and psychological demands of firefighting.

Decreased risk of injury, illness and disease, leading to a reduction in the number and cost of health related absences, workers compensation claims/premiums and Death and Disability claims.

Compliance with relevant Work Health and Safety legislation and Australian Standards.

Identification and analysis of trends for the purpose of developing firefighter specific health and safety interventions.

Focus Areas

Support Program - Introduction of a comprehensive program designed to support firefighters in their efforts to improve personal health outcomes.

Health and fitness checks - Introduction of a firefighter-specific health assessment program designed to identify significant health issues.

Principles

Broad consultation with all stakeholders in the development and delivery of programs is critical to success.

Collaboration with international, national and state initiatives is essential for a sustained and systematic approach to health promotion and injury/disease prevention.

Linking relevant programs and taking a comprehensive/holistic approach to health promotion and injury/disease prevention will provide maximum impact.

Long term 'capacity building' will prolong and multiply health gains for both firefighters and FRNSW.

Key Strategies

Infrastructure

Develop the physical and organisational infrastructure needed to implement program components. This includes support structure (eg. health/fitness and return to work professionals), related systems and procedures (eg. data management, pathways for rehabilitation), resources (eg. educational materials).

Education

Increase awareness and understanding of general and firefighter-specific health issues and provide the necessary skills to take ownership of personal health outcomes. Focus on physical activity, nutrition, smoking cessation, occupational and environmental exposures, and critical incident stress as they relate to firefighter performance, mental health, injury prevention and chronic disease development (cardiovascular disease, cancer, diabetes, etc).

Environments

Create work environments that promote and encourage healthy lifestyle behaviours (a 'healthy' organisational culture). Focus on provision of healthy lifestyle education.

Monitoring/Evaluation

Monitor health and fitness outcomes over time to determine efficacy of programs. Including broad surveys of lifestyle changes (eg. physical activity patterns), monitoring of injury and illness trends, participation rates for health and fitness activities, and periodic health assessment and 'Return to Work' program outcomes.

Health and Fitness Checks

The health and fitness program will include regular health and fitness checks for firefighters by the firefighter's nominated medical practitioner in accordance with an information pack, which will be developed by FRNSW in consultation with the FBEU, which shall include the firefighters' prescribed health and fitness standards, the inherent requirements of the firefighter's ordinary duties and the firefighter's typical work environment(s), a template medical report, a lifestyle questionnaire and the tests to be conducted as part of the health and fitness check.

The implementation of the health and fitness checks will help to ensure:

- that firefighters are medically and physically capable of performing their required duties;
- that the risk of injury or illness is reduced through constant monitoring of health trends and the implementation of focussed health interventions;
- that FRNSW satisfies its statutory obligations under all relevant legislation;
- the provision of current and accurate health/medical information for the purposes of resource allocation and planning.

The health and fitness checks will include:

- Lifestyle questionnaire and occupational history (including exposures);
- Medical examination (primary focus on cardiovascular, respiratory and musculoskeletal systems);
- Pathology testing (general health markers; eg lipid profile, blood glucose level);
- Urinalysis;
- Twelve lead ECG;
- Cardiac Risk Profile (risk score based on Framingham study);
- Spirometry (lung function);
- Vision;
- Audiometry (hearing);
- Other medical assessments as indicated;

Fitness Assessment

- Muscular strength and endurance; and
- Cardiovascular Fitness.

The health and fitness checks will be conducted by a local medical practitioner nominated by the firefighter having regard to the most reasonable option in terms of practicality and cost. A medical practitioner who is unable to conduct any required or indicated medical assessment should include this in their report. FRNSW

will ensure that the health and fitness checks and any consequent referrals will be arranged and conducted without any cost to the firefighter.

Firefighters who attend a health and fitness check while off duty will be compensated for their attendance and travel expenses by way of a payment equivalent to 4% of the Award's deemed fortnightly salary for each such attendance, and unless transport is provided by FRNSW, payment at the Official Business rate for the actual return distance necessarily and reasonably travelled between the firefighter's normal residence or place of work and the location(s) of each health and fitness check.

The firefighter's nominated medical practitioner will forward their report on the firefighter's health and fitness check, together with the results, to both the firefighter and the independent occupational physician nominated by FRNSW. The independent occupational physician will in turn review the firefighter's health and fitness check results against the firefighters' health and fitness standard and the nominated medical practitioner's report and advise FRNSW that the firefighter is:

fit to perform the firefighter's ordinary duties without any requirements or restrictions; or

fit to perform the firefighter's ordinary duties with specified requirements or restrictions; or

temporarily unfit to perform the firefighter's ordinary duties but fit to perform alternative duties, either with or without specified requirements or restrictions; or

temporarily unfit to perform any FRNSW duties; or

permanently unfit to perform the firefighter's ordinary duties.

The independent occupational physician will provide no other information or advice to FRNSW concerning the firefighter's health and fitness without the firefighter's consent. If the firefighter disagrees with the independent occupational physician's advice to FRNSW, then it will be open to the firefighter to seek a determination of their fitness for duty under Clause 8.

Where a medical issue is identified during a health and fitness check, the health risk will be assessed against the inherent requirements of the firefighter's job (safety critical).

The results of the health and fitness checks will be collected and collated by an agreed independent third party and provided to both parties to allow them to assess and respond to firefighters' health risks.

FRNSW will not cover the cost of treatment for non-compensable injuries or illness. The treatment cost associated with compensable injuries or illness will be addressed through the Workers' Compensation system.

M. J. WALTON J , *President*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (FIRE AND RESCUE NSW PERMANENT FIREFIGHTING STAFF) AWARD 2011

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Fire Brigade Employees Union, Industrial Organisation of Employees.

(No. IRC 457 of 2014)

Before The Honourable Justice Walton, President

12 November 2014

VARIATION

1. Insert the following new tables: Table 1.4, Table 2.5 and Table 3.1 in Part C, Monetary Rates, of the award published 25 March 2011 (371 I.G. 198), as varied, as follows:

Table 1.4 - Rates of Pay effective on and from 21 February 2014 (2.27% Increase)

Classification	Rate of Pay	Roster Allowance	Total Weekly Rate
Recruit Firefighter	\$1,093.69	\$0.00	\$1,093.69
Firefighter Level 1	\$1,215.21	\$53.17	\$1,268.38
Firefighter Level 2	\$1,282.74	\$56.12	\$1,338.86
Qualified Firefighter	\$1,350.24	\$59.07	\$1,409.31
Senior Firefighter	\$1,404.27	\$61.43	\$1,465.70
Leading Firefighter	\$1,512.29	\$66.16	\$1,578.45
Station Officer Level 1	\$1,620.23	\$70.88	\$1,691.11
Station Officer Level 2	\$1,687.84	\$73.84	\$1,761.68
Inspector	\$2,025.37	\$88.61	\$2,113.98
Superintendent		\$137,206 per annum	
Chief Superintendent		\$148,245 per annum	

Table 2.5 - Rates of Pay effective on and from 21 February 2014 (2.27% Increase)

Classification	Rate
Operational Support Level 1	\$1,599.06 per week
Operational Support Level 2	\$1,890.27 per week
Operational Support Level 3	\$2,297.67 per week
Operational Support Level 4	\$138,043 per annum

Table 3.1 - Allowances

The following allowances are effective on and from 21 February 2014.

Item	Clause	Description	Unit	Amount
1	6.6.1	Laundry expenses	\$ per week	35.70
2	6.6.2 9.7 12.7 12.15.4 12.16	Kilometre Allowance	\$ per km	1.16
3	6.6.3	Major Aerial Allowance	\$ per week	53.90
4	6.6.4	Minor Aerial Allowance	\$ per week	20.22
5	6.6.5	Hazmat Allowance	\$ per week	107.82
6	6.6.6	Communications Allowance, Firefighters	\$ per week	167.62
7	6.6.7	Communications Allowance, Officers	\$ per week	181.76
8	6.6.8	Communications Allowance, Senior Officers	\$ per week	211.92
9	6.6.9	Country Allowance	\$ per week	7.31
10	6.6.10	Remote Area Allowance	\$ per week	28.01
11	6.6.11	Rescue Allowance	\$ per week	46.85
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	4.34 8.68 13.02
13	6.6.13	Marine Allowance	\$ per week	53.90
14	10.2-10.4	Meal Allowance	\$ per meal	27.70
15	10.2-10.4	Refreshment Allowance	\$ per meal	13.85
16	12.6	Relieving Allowance	\$ per rostered shift	31.00
17	25.2.8.4	Court Attendance Stand-By Rate - Periods of less than 24 hours - Periods of 24 hours	\$	14.49 21.72
18	30.3.1	Accommodation Contribution	\$ per week	37.02

Note: The amount specified per rostered shift in Table 3.1 is based on the 10/14 Roster and uses an average of 12 hours per shift. In cases where employees work an 8 hour shift, the rates shall be correspondingly reduced by dividing the figures shown by 1.5.

2. This variation shall take effect on and from 21 February 2014.

M. J. WALTON J, *President*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (FIRE AND RESCUE NSW PERMANENT FIREFIGHTING STAFF) AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Fire Brigade Employees Union, Industrial Organisation of Employees.

(No. IRC 123 of 2014)

Before The Honourable Justice Walton, President

12 November 2014

AWARD

PART A

1. Introduction

- 1.1 This Award shall be known as the "Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award 2014".
- 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

Clause No.	Subject Matter
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PART A

- | | |
|----|--------------|
| 1. | Introduction |
| 2. | Index |
| 3. | Basic Wage |
| 4. | Definitions |

PART B

- | | |
|----|-----------------------------|
| 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
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. Personal/Carer's Leave
23. Sick 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

PART C - MONETARY RATES

Table 1 - Rates of Pay effective on and from 14 November 2014

Table 2 - Rates of Pay effective on and from 20 February 2015 (2.5% Increase)

Table 3 - Allowances

Table 4 - Travelling / Transferred Employees Compensation Allowances

3. Basic Wage

- 3.1 This Award, in so far as it fixes rates of wages, is made by reference and in relation to the adult basic wage of \$121.40 per week.
- 3.2 The said basic wage may be varied by the Commission under subclause 2 of Clause 15 of Division 4 of Part 2 of Schedule 4, Savings, Transitional and other provisions, of the Industrial Relations Act 1996.
- 3.3 A reference in this Award to the adult basic wage is to be read as a reference to the adult basic wage currently in force under the said Clause 15.

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 to employees in the manner agreed between the Department and the Union.

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

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

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

"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 Pittwater, 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 following consultation between the Department and the Union and graded using a NSW Government accredited job evaluation system.

"Outduty" means a period of 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 or ceases duty at a station/location other than the station where the Non-Officer or Officer normally reports for duty, 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 duty up to and including four hours performed by a Non-Officer or Officer at a station/location other than the station at which the Non-Officer or Officer commenced duty and where the Non-Officer or Officer finishes duty at the station at which duty commenced.

"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 work 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, Relieving Employees whose base station is the relevant station or section and who are performing duty at some other location, employees who are permanently assigned to the relevant station or section but who are performing an Outduty 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 Tables 1 and 2 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 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 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 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 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 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 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 shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount

involved. The Department will also advise the employee of the pay period from which the recovery of the overpayment is to commence.

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 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 Leading Station Officer successfully applies for a Country position pursuant to subclause 28.7, in which case the Leading Firefighter or Leading Station Officer (as the case may be) 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 or 13.10.2 (whichever is the case). 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 successfully applies for an Operational Support Inspector's position pursuant to subclause 28.7, in which case the Leading Station Officer 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.

- 7.6 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 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 8.12 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 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 8.2.3 and 8.2.4, 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 subclauses 8.2.2 and 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. Once a roster is determined and operating it shall only be departed from following consultation between the Department and the Union or to meet an emergency due to sickness or other unexpected or unavoidable cause.
- 8.2.2 Except as provided for in subclause 8.2.1, 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 and the Union.
- 8.2.3 Operational Firefighters may, with the Department's agreement, elect to work alternative rosters to their default roster, provided that any such alternative roster:

- 8.2.3.1 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;
- 8.2.3.2 must allow at least eight consecutive hours between the cessation of one rostered shift and the commencement of the next rostered shift;
- 8.2.3.3 must not allow split or broken shifts;
- 8.2.3.4 must not allow more than five days' work, or more than five rostered shifts, in any seven day period; and
- 8.2.3.5 must not average more than forty two ordinary working hours per week over the eight-week cycle.

8.2.4 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.

8.2.5 The Department shall return an Operational Firefighter who is working an alternative roster to their default roster with fourteen days of receipt of a written request from the Operational Firefighter.

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				D	D	N	N				D	D	N	N				D	D	N	N			
B Hours	N	N				D		D	N	N				D	D	N	N				D	D	N	N				
C Hours				D	D	N		N				D	D	N	N				D	D	N	N						
D Hours			D	D	N	N				D	D	N	N			D	D	N		N				D	D			

	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	N					D	D	N	N					D	D	N	N				
B Hours			D	D	N	N				D	D	N	N					D	D	N	N					D	D	
C Hours	D	D	N	N				D	D	N	N			D	D	N	N					D	D	N	N			
D Hours	N	N				D		D	N	N			D	D	N	N			D	D	N	N						

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						
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
E Hours	D	D	D	D				D	D	D	D			D	D	D	D			D	D	D	D					
F Hours				D	D	D		D				D	D	D	D			D	D	D	D							

	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
E Hours	D D D							D D D							D D D							D D D						
F Hours	D D D D							D D D D							D D D D							D D D D						
	36							36							36							36						
	48							48							48							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						
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
G Hours	D D D D							D D D D							D D D D							D D D D						
H Hours	D D D D							D D D D							D D D D							D D D D						
	52.5							31.5							52.5							31.5						
	31.5							52.5							31.5							52.5						

	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
G Hours	D D D D							D D D D							D D D D							D D D D						
H Hours	D D D D							D D D D							D D D D							D D D D						
	52.5							31.5							52.5							31.5						
	31.5							52.5							31.5							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.

8.6a Part-Time 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
K Hours	N N							D D							N N							D D						
L Hours	D D							N N							D D							N N						
	28							20							28							20						
	28							28							20							28						

	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
K Hours	N N							D D							N N							D D						
L Hours	D D							N N							D D							N N						
	28							20							28							20						
	20							28							20							28						

8.6a.1 The Part-Time Roster system is based on two platoons over an 8-week cycle.

8.6a.2 The shifts within the Part-Time Roster cycle shall be as set out in the Table at subclause 8.7 where: D = 0800 hours to 1800 hours; and N = 1800 hours to 0800 hours.

8.6a.3 Employees cannot be directed to work the Part-Time Roster. An employee who has elected to work part-time shall be returned to the employee’s previous roster within fourteen days of a written request to the Department to do so.

- 8.6a.4 Having regard to the reduced hours worked, employees working the Part-Time Roster shall accrue leave on a pro rata basis.
- 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 determines shall be staffed by employees on a full-time basis for less than 168 hours per week and by Retained Firefighters for the balance of the week where the ordinary hours not exceeding 40 per week shall be worked as directed by the Department from time to time.
- 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 notwithstanding the provisions of subclause 8.8.
- 8.11 Employees may elect, but not be directed, to work in excess of sixteen (16) hours straight provided:
- 8.11.1 that such employees have the Department's approval to do so; and

8.11.2 that such employees have at least eight consecutive hours off duty between the work of successive shifts; and

8.11.3 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.

8.12 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.

9. Overtime

9.1 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 For meal allowance entitlements where an employee works for more than two hours after the rostered finishing time of the shift, see Clause 10, Meals and Refreshments.

9.3 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; provided, however, that on return to the station the employee draws the situation to the attention of the Officer-in-Charge of the station and that during the next working shift applies in writing for the overtime due under this subclause, specifying the grounds of the claim; provided, further, that if an employee is prevented by duty or other reasonable cause from making the claim on the next working shift the employee shall make the claim on the next ensuing working shift.

9.4 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.

9.5 Recall to Incident

9.5.1 An employee who is off duty and who is called upon, pursuant to subclause 9.5.2, to report for duty to attend an incident shall be entitled to a minimum payment equal to two hours at overtime rates.

9.5.2 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

9.5.3 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.

9.5.4 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 9.5.1, see Clause 10, Meals and Refreshments.

9.6 Recall to Maintain Required Staffing Levels

9.6.1 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.

9.7 Where an employee recalled pursuant to either subclauses 9.5.2 or 9.6.1:

9.7.1 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.

9.7.2 Is required to transport the employee's gear back to the station/location at which the gear was located because the Department is unable to do so, the employee shall also be entitled to be paid kilometres equal to the forward journey at subclause 9.7.1. 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.

9.7.3 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.

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

9.9 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.

9.9.1 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.

9.9.2 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 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 Department'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 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 Inspectors;
 - 12.4.1.2 Relieving Employees (pursuant to 12.1.1);
 - 12.4.1.3 Employees (pursuant to 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 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 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 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 the relieving allowance payment plus, if applicable, payment of 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.
- 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 the provisions of 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 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 In 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 In Orders.
- 12.11 Multiple Reliefs During a Rostered Shift.
- 12.11.1 Where a Relieving Employee (or other employee pursuant to 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 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 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.
- 12.12.2 Where an employee requests the provision of transport in terms of 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 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 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 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 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 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.
- 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, are in 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.

12.17.2 Notwithstanding the provisions of 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 this clause and Clause 26, Travelling Compensation, shall be mutually exclusive. That is, an employee who is entitled to make a claim, in relation to a particular situation, under the provisions of Clause 26, Travelling Compensation, shall not be entitled to make any claim under the provisions of this clause, or vice versa.

12.20 Where an employee is required to use the employee's private vehicle to perform a "Stand By", as defined in Clause 4, Definitions, compensation shall only be in terms of subparagraph 6.6.2.1.

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 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: firstly; at least twenty four (24) months service as a Senior Firefighter as of the closing date for applications pursuant to subclause 13.7.1; secondly, acceptance as a result of the tests conducted pursuant to subclause 13.7.3; and thirdly, 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 Leading Firefighter.

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

13.7.2 A Senior Firefighter with at least twenty four (24) months service at that rank shall be eligible to apply for any Leading Firefighter position except where:

13.7.2.1 the Leading Firefighter position available is located within the GSA, in which case the applicant must be either:

13.7.2.1.1 permanently attached to a station within the GSA; or

13.7.2.1.2 the permanent occupant of an Operational Support position; or

13.7.2.2 the Leading Firefighter position available is located outside of the GSA, in which case the applicant must be permanently attached to a station within the Transfer Register area in which the Leading Firefighter position is available.

13.7.3 The successful applicants for progression to Leading Firefighter at each location shall be determined by order of the scores achieved by applicants for that location in tests conducted by an independent assessment centre and specified by the Commissioner following consultation between the Department and the Union. The Department shall accept the same number of applicants as there were positions advertised in accordance with subclause 13.7.1, provided that for each subclause 13.7.2.1.2 applicant initially accepted the Department shall also accept one further subclause 13.7.2.1.1 applicant, so that the final number of 13.7.2.1.1 applicants accepted shall be equal to the number of positions advertised.

13.7.4 Senior Firefighters accepted at subclause 13.7.3 who subsequently fail to satisfactorily complete the training and/or training competencies specified for progression to Leading Firefighter within a reasonable time shall cease to be eligible for such progression 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 and the Union and shall be subject to the occurrence of a vacancy 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 Station Officer.

13.8.1 Applications for promotion to Station Officer shall be called for from eligible Leading Firefighters in Commissioner's Orders, with the closing date for applications to follow four weeks thereafter. The number (and, if located in areas 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.

13.8.2 The reference to "eligible Leading Firefighters" in subclause 13.8.1 means Leading Firefighters with at least twelve (12) months operational service at that rank and/or Leading Firefighters holding an Operational Support Level 2a or Level 3a position and/or Leading Firefighters who are permanently unfit for operational service.

13.8.3 Leading Firefighters who successfully apply pursuant to subclause 13.8.1 and who subsequently fail to attain promotion to Station Officer within a reasonable time shall cease to be eligible for such promotion. Nothing shall prevent such Leading Firefighters 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: firstly; at least twelve (12) months service as a Station Officer as of the closing date for applications pursuant to subclause 13.10.1; secondly, acceptance as a result of the merit selection process specified by the Commissioner following consultation between the Department and the Union; thirdly, 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 Leading Station Officer; and finally, in the case of a Station Officer who applies pursuant to subclause 13.9.2.1.2 or 13.9.2.1.3, transfer to a station within the GSA.

13.9.1 Applications for progression to Leading Station Officer shall be called for from Station Officers in Commissioner's Orders, with the closing date of applications to follow four weeks thereafter. The number and location of Leading 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.

13.9.2 A Station Officer shall be eligible to apply for any Leading Station Officer position except where:

13.9.2.1 the Leading Station Officer position available is located within the GSA, in which case the applicant must 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 Level 1 or Level 2 position; or

13.9.2.1.4 the permanent occupant of an Operational Support Level 2a or Level 3a position; or

13.9.2.2 the Leading Station Officer position available is located outside of the GSA but within a Regional Transfer Register Area, in which case the applicant must be permanently attached to a station within that Regional Transfer Register area; or

13.9.2.3 the Leading Station Officer position available is a Country Officer position (as defined by subclause 28.7.2.1) and there is no Station Officer vacancy at that station, in which case the applicant must be permanently attached to that station.

13.9.3 The successful applicants for progression to Leading Station Officer at each location shall be determined by the merit selection process conducted at each location and specified by the Commissioner following consultation between the Department and the Union. The Department shall accept the same number of eligible applicants as there were positions advertised in accordance with subclause 13.9.1.

13.9.4 Station Officers accepted at subclause 13.9.3 who subsequently fail to satisfactorily complete the training and/or training competencies specified for progression to Leading Station Officer within a reasonable time shall cease to be eligible for such progression 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 and the Union and shall be subject to the occurrence of a vacancy 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 Inspector.

13.10.1 Applications for promotion to Inspector shall be called for from eligible Leading Station Officers 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.

13.10.2 The reference to "eligible Leading Station Officers" in subclause 13.10.1 means Leading Station Officers with at least twelve (12) months operational service at that rank and/or Leading Station Officers holding an Operational Support Level 2a or Level 3a position and/or Leading Station Officers who are permanently unfit for operational service.

13.10.3 Leading Station Officers who successfully apply pursuant to subclause 13.10.1 who subsequently fail to attain promotion to Inspector within a reasonable time shall cease to be eligible for such promotion. Nothing shall prevent such Leading Station Officers from re-applying pursuant to subclause 13.10.1.

Inspector to Executive Officer

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

General Provisions

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

13.12.1 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 and the Union in each case, no longer apply.

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

13.14 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.

13.15 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.

13.16 The reference to "operational service" in subclauses 13.8.2 and 13.10.2 means time spent in a position that is not an Operational Support position.

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 and 3 representatives of the Union.

13.19 The Chairperson of the Committee will alternate every 12 months between a nominee of the Department 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 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 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, 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. 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.
- 14.6 Subject to subclause 14.11, the rates of pay for employees occupying Operational Support positions are as specified in Tables 1 and 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 All time spent from the commencement date of this Award by an occupant in an Operational Support Position shall count for the minimum periods of service in each rank pursuant to Clause 13 Progression and Promotion.
- 14.9 Occupants of Operational Support positions temporarily reassigned or otherwise attending any incident (as defined by this Award) shall revert to, and function in the capacity of their substantive operational rank for the duration of that incident.
- 14.10 Occupants of Operational Support Level 1, Level 2, Level 2a and Level 3a positions may at any time elect to resume duty in, and be paid the rate for, the employee's substantive rank.
- 14.11 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.
- 14.12 The classification of Operational Support Level 3 was reclassified as Operational Support Inspector on 14 November 2014, with future vacancies in these positions being restricted to applications from employees holding the rank of Leading Station Officer or Inspector.
- 14.13 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.

- 14.14 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 Tables 1 and 2 of Part C unless and until:
- 14.14.1 they voluntarily cease to occupy that position; or
 - 14.14.2 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
 - 14.14.3 they are demoted or cease employment.
- 14.15 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 Tables 1 and 2 of Part C unless and until:
- 14.15.1 they voluntarily cease to occupy that position; or
 - 14.15.2 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
 - 14.15.3 they are demoted or cease employment.
- 14.16 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 Tables 1 and 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.

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 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 will consider an application by an employee to attend a course which is appropriate, relevant and recognised by the Department but is not essential for promotion. If approval is granted by the Department for the employee to attend such a course, the employee shall be entitled to the provisions of Clause 16 of this Award.

16. Training Course Attendance Entitlements

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

16.2.3 Where Departmental 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 training programs/courses which are conducted at Departmental premises which have meal room facilities comparable to those provided at fire stations, all employees attending training programs which extend for a whole day shall be provided with morning/afternoon tea and lunch.

16.3.2 Where employees have been granted approval for overnight accommodation and when such accommodation is provided by the Department, expenses reasonably and properly incurred shall be reimbursed in accordance with Clause 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 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 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:

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 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 17.8 inclusive shall not apply to Executive Officers. The provisions of subclauses 17.9 to 17.13 inclusive shall not apply to Operational Firefighters. The provisions of subclauses 17.14 and 17.15 shall apply to all employees.

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 38 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 in operation at the commencement of this Award until that leave roster has been replaced with the amended leave roster at subclause 17.2.1, 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.

17.2.1 The amended leave roster shall operate over a 64 week cycle, during which time an employee shall 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.

17.2.2 The Department shall ensure that no employee is disadvantaged in terms of leave or pay as a result of their transition to the amended leave roster.

17.3 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.

17.4 Employees shall be entitled to sixteen working hours annual leave, to be credited as consolidated leave, in addition to the period of annual leave prescribed by subclause 17.2, provided that:

17.4.1 Employees who were members of the service as at 30 November 1975, shall become entitled to such additional leave on each anniversary of their appointment to the service which occurs after 30 November 1975.

17.4.2 Employees who joined the service after 30 November 1975, shall become entitled to such additional leave on each anniversary of their appointment to the service.

Employees Stationed at Broken Hill or Moree

17.5 Employees stationed at Broken Hill or Moree shall, in addition to the period of additional annual leave prescribed by subclause 17.4 be allowed sixteen working hours additional leave of absence, provided that proof of travelling time is furnished to the Department, and provided further that:

17.5.1 Employees stationed at Broken Hill after 30 November 1975, and who proceed on annual leave whilst so stationed shall become entitled to such additional leave allowance on each anniversary of their appointment to the service which occurs after 30 November 1975. In the case of employees stationed at Moree, such entitlement shall commence from 24 February 2004.

17.6 Further to the provisions of subclause 17.5:

17.6.1 As a matter of practicality in the case of Broken Hill and Moree, because annual leave is not taken on an annual basis, the sixteen working hours per annum should be further converted to fourteen hours in respect of each period of annual leave so actually taken.

17.6.2 If a working night shift occurs on the roster immediately before or immediately after the period of four weeks' leave rostered to be taken, or both before and after such period, such night shift, or one of such night shifts at the employee's option may be taken off duty.

17.6.3 If, however, no night shift so occurs, but day shifts fall as the working shifts immediately before and after the rostered annual leave period, the employee should be allowed, optionally, to take off either one or both day shifts.

17.6.4 If the employee elects to take off one day shift, that will be credited with four hours' accrued annual leave, and if the employee elects to take two day shifts, accrued annual leave will be reduced by six hours.

17.7 The taking of annual leave is subject to Departmental requirements and, when unforeseen circumstances arise, may be rescheduled by authority of the Commissioner.

17.8 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.

Executive Officers

- 17.9 Executive Officers shall accrue annual leave on full pay at the rate of twenty five (25) working days per year.
- 17.10 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.
- 17.11 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.
- 17.12 The Commissioner may direct an Executive Officer to take such leave as is convenient to the workings of the Department.
- 17.13 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.
- 17.14 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.
- 17.15 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:
- 17.15.1 in full when the employee commences the period of leave; or
- 17.15.2 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 the Department.

19. Examination and Assessment Leave

- 19.1 Except as specified otherwise by the Commissioner following consultation between the Department 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 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 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 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, 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 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 requirements.
- 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.
- 20.7 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 Notwithstanding anything elsewhere provided by this clause, effective on and from the date of operation of this Award:
- 20.8.1 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.
- 20.8.2 employees may apply to take a period of Long Service Leave at double pay provided that:
- 20.8.2.1 The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work.
- 20.8.2.2 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.
- 20.8.2.3 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.
- 20.8.2.4 Superannuation contributions will only be made on the basis of the actual absence from work, i.e., at the single time rate.
- 20.8.2.5 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.

20.8.3 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.

20.8.3.1 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.

20.9 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 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 leave is leave taken by a 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 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 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 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 leave referred to in 21.2.6.1, all male employees shall be entitled to a further period of unpaid Paternity leave in order to be the primary care-giver of the child (extended paternity leave), provided that the total period of absence on Paternity 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 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 leave

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

21.4.2.1 In the case of extended paternity 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 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 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.

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

22.2 Unpaid Leave for Family Purpose -

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

22.3 Annual Leave -

22.3.1 An employee may elect, with the consent of 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 and the Union.

22.4 Time Off in Lieu of Payment for Overtime -

22.4.1 An employee may elect, with the consent of the Department, to take time off in lieu of payment for overtime at a time or times agreed upon with the Department 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 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 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 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 the Department's Health and Safety Branch by Electronic Self Service (ESS), a medical certificate stating the nature of the illness or incapacity and, if known, the date the employee is fit to resume duty. If a medical certificate does not specify the date the employee is fit to resume duty, the employee must, before being entitled to resume duty, forward a further medical certificate to the effect that the employee has recovered from the illness or incapacity and is fit for duty, unless the employer dispenses with this requirement. The Health and Safety Branch shall ensure that personal medical information provided pursuant to this clause is not disclosed to any employees of the Department outside of the Health and Safety Branch.
- 23.5 If so required, such employee shall submit to examination by 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 the Department's medical officer or a medical officer nominated by the Department and must be certified by such medical officer as fit for duty prior to being permitted to resume duty. An employee who is required to attend the Department's medical officer or nominated medical officer shall be reimbursed any out of pocket expenses reasonably and necessarily incurred. The Department shall meet the cost of any such consultation.
- 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 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 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 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 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 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 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 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.

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 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 about an accredited delegate in sufficient time to enable the Department 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 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 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 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 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 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 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 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 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 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 9.9 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 17 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 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 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 is unreasonable in the circumstances, the employee may apply to the Commissioner for a review of the Department's decision. Where an employee does not wish to use the means of transport proposed by the Department 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 on and from 1 May 2006.

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:

Transfer Register	Local Government Area
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	Gosford City Council and Wyong Shire 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 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 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, 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, 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 Declining an offer of transfer shall not affect an employee's position on the relevant Transfer Register, provided that employees who decline three successive offers of transfer shall be removed from that 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 shall make available copies of all Transfer Registers to employees in the manner agreed between the Department 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 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 must submit a further report pursuant to subclause 28.4.1 immediately upon their:
- 28.4.4.1 change of address, meaning a change in the location of their primary residence; or
 - 28.4.4.2 transfer from the GSA to a Transfer Register area; or
 - 28.4.4.3 transfer from one Transfer Register area to another 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 Department's determination of their residential priority status, or the Department's determination of the residential priority status of another employee may appeal in the first instance by way of report to the Assistant Director Operational Personnel. Such reports shall provide all relevant details and may be supported by any documentation or evidence which the employee considers relevant to their claim. An anonymous appeal against an employee shall not be investigated.
- 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 Regional Communications and BA/Hazmat

This subclause prescribes the transfer arrangements which shall apply for all firefighter or Station Officer vacancies which occur within Newcastle Communication Centre and Regional BA/Hazmat Sections.

- 28.6.1 Upon the occurrence of a vacancy, transfers shall be advertised and offered in the following order:
- 28.6.1.1 Firstly, to all employees who are stationed within the Regional Transfer Register area in which the vacancy exists. Where there are more suitable applicants than positions available, interviews shall be held to determine the successful applicant.
- 28.6.1.2 In the event that no applications are received at subclause 28.6.1.1, or that none of the local applicants meet the essential criteria, as agreed between the Department and the Union, the vacancy shall then be offered to all employees on the relevant Residential Transfer Register, with the first offer to be made to the highest placed applicant who meets the essential criteria and, if declined, to the next highest placed applicant who meets the essential criteria and so on until such time as the vacancy is filled.
- 28.6.1.3 In the event that all employees on that area's Residential Transfer Register decline the offer of transfer, or that none of the Residential Transfer Register applicants meet the essential criteria, as agreed between the Department and the Union, 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 applicant who meets the essential criteria and, if declined, to the next highest placed applicant who meets the essential criteria and so on until such time as the vacancy is filled.
- 28.6.1.4 In the event that all employees on that area's General Transfer Register decline the offer of transfer, or that none of the General Transfer Register applicants meet the essential criteria, as agreed between the Department and the Union, the vacancy

shall then be advertised by way of internal memorandum to all Communication Centre or BA/Hazmat employees (as the case may be). Where there are more suitable applicants than positions, interviews shall be held to determine the successful applicant.

- 28.6.1.5 In the event that all Communication Centre or BA/Hazmat employees (as the case may be) decline the offer of transfer, the vacancy shall then be advertised for and open to all eligible employees through In Orders.
- 28.6.1.6 Successful applicants will be required to successfully complete the required training, and on appointment, to serve in the relevant Centre/Section for a minimum period of three years. Provided that if the transfer is made in accordance with subclause 28.6.1.4 then the cumulative total service will be a minimum period of three years.

28.7 Country Officers, Country Senior Officers and Operational Support Staff

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

28.7.2

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 Station Officers, Leading Station Officers and Leading Firefighters shall be eligible to apply; and

28.7.2.2 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; and

28.7.2.3 Operational Support staff, being all positions defined as such by Clause 14 of this Award.

28.7.3 Where an employee who successfully applies for and takes up a Country Officer, Country Senior Officer or Operational Support position (as the case may be) is subsequently offered a transfer pursuant to subclause 28.3.4 and the employee accepts that offer, the employee shall be released and transferred within twenty eight (28) days of that acceptance.

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;

within the Metropolitan Area or the same Zone.

- 29.2.2 For purposes of this clause, Metropolitan Area means and includes the Sydney Region as defined by the Department of Planning but also including the area referred to as the Central Coast on the Northern Line as far as Gosford, the area on the Western Line as far as Mt. Victoria and on the Illawarra Line as far as Wollongong.
- 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 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 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 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 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 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 and the family of the deceased employee is not required to reimburse the Department 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 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 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 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 18 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 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 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 18 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 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 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 Tables 1 and 2 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 is not entitled to the provisions of this clause.

31. Protective Clothing and Uniforms

- 31.1 The Department 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 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 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 and is required to be worn by its employees, and such Personal Protective Equipment or Duty wear becomes soiled or damaged in the execution of duty as to require cleaning or repairs, such cleaning or repairs shall be done at the expense of the Department. Provided that the above Dress Uniform items shall also be cleaned or repaired at the expense of the Department.

34. Safety Belts

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

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 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 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 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 In 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 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 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 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 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 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 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 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 may develop a new Protocol, or revised Policy or Procedures following consultation between the Department 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 Secretary of Treasury; and
 - 40.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Secretary of Treasury 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 is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - 40.7.3 subject to the Department's agreement, paid into another complying superannuation fund.
- 40.8 Where the employee makes an election to salary sacrifice, the Department shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 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 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 must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 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 Secretary of Treasury 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 Secretary of Treasury 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 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 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 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 2011 published 25 March 2011 (371 I.G. 198).

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 14 November 2014, and shall remain in force until 18 February 2016.

PART C

MONETARY RATES

Table 1 - Rates of Pay effective on and from 14 November 2014

Operational Firefighter Classification	Per Week
Recruit Firefighter	\$1,093.69
Firefighter	\$1,268.38
Qualified Firefighter	\$1,409.31
Senior Firefighter	\$1,465.70
Leading Firefighter	\$1,578.45
Station Officer	\$1,761.68
Leading Station Officer	\$1,832.10
Inspector	\$2,113.98
Operational Support Classification	Per Week
Operational Support Level 1	\$1,583.45
Operational Support Level 2	\$1,766.68
Operational Support Level 2a	\$1,890.27
Operational Support Inspector	\$2,118.98
Operational Support Level 3a	\$2,297.67
Executive Officer Classification	Per Annum
Superintendent	\$137,206
Chief Superintendent	\$148,245

Table 2 - Rates of Pay effective on and from 20 February 2015 (2.5% Increase)

Operational Firefighter Classification	Per Week
Recruit Firefighter	\$1,120.96
Firefighter	\$1,300.09
Qualified Firefighter	\$1,444.54
Senior Firefighter	\$1,531.22
Leading Firefighter	\$1,617.89
Station Officer	\$1,834.57
Leading Station Officer	\$1,877.91
Inspector	\$2,166.81
Operational Support Classification	Per Week
Operational Support Level 1	\$1,623.04
Operational Support Level 2	\$1,839.78
Operational Support Level 2a	\$1,937.53
Operational Support Inspector	\$2,171.95
Operational Support Level 3a	\$2,355.11
Executive Officer Classification	Per Annum
Superintendent	\$140,636
Chief Superintendent	\$151,951

Table 3 - Allowances

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

Item	Clause	Description	Unit	Amount 14/11/14	Amount 20/02/15
1	6.6.1	Laundry expenses	\$ per week	35.70	36.59
2	6.6.2 9.7 12.7 12.15.4 12.16	Kilometre Allowance	\$ per km	1.16	1.19
3	6.6.3	Major Aerial Allowance	\$ per week	53.90	55.25
4	6.6.4	Minor Aerial Allowance	\$ per week	20.22	20.73
5	6.6.5	Hazmat Allowance	\$ per week	107.82	110.52
6	6.6.6	Communications Allowance, Non-Officers	\$ per week	167.62	171.81
7	6.6.7	Communications Allowance, Officers	\$ per week	181.76	186.30
8	6.6.8	Communications Allowance, Senior Officers	\$ per week	211.92	217.22
9	6.6.9	Country Allowance	\$ per week	7.31	7.49
10	6.6.10	Remote Area Allowance	\$ per week	28.01	28.71
11	6.6.11	Rescue Allowance	\$ per week	46.85	48.02
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	4.34 8.68 13.02	4.45 8.90 13.35
13	6.6.13	Marine Allowance	\$ per week	53.90	55.25
14	10.2- 10.4	Meal Allowance	\$ per meal	28.20	28.20
15	10.2- 10.4	Refreshment Allowance	\$ per meal	14.10	14.10
16	12.6	Relieving Allowance	\$ per rostered shift	31.00	31.78

17	25.2.8.4	Court Attendance Stand-By Rate - Periods of less than 24 hours - Periods of 24 hours	\$	14.49 21.72	14.85 22.26
18	30.3.1	Accommodation Contribution	\$ per week	37.02	37.95

Table 4 - Travelling / Transferred Employees Compensation Allowances

Item	Clause	Description	Unit	On and from 1 July 2014	
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	35.72 cents 33.39 cents 28.00 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	\$47.67	
4	26.3.1.1	Breakfast	Per meal	## \$25.35	^^ \$22.70
5	26.3.1.2	Lunch	Per meal	## \$28.55	^^ \$25.95
6	26.3.1.3	Dinner	Per meal	## \$48.65	^^ \$44.75
7	26.4.1	Accommodation first 35 days (includes all meals) - Capital Cities - High Cost Country Centres - Tier 2 Country Centres	Per day	\$306.25 Sydney \$278.25 Adelaide \$322.25 Brisbane \$289.25 Canberra \$337.25 Darwin \$253.25 Hobart \$294.25 Melbourne \$354.25 Perth \$286.25 Bourke \$261.25 Gosford \$273.25 Maitland \$256.25 Mudgee \$273.25 Newcastle \$450.25 Norfolk Island \$270.25 Orange \$262.25 Wagga Wagga \$257.25 Wollongong \$244.10 Albury \$244.10 Armidale \$244.10 Bathurst \$244.10 Broken Hill \$244.10 Coffs Harbour \$244.10 Cooma \$244.10 Dubbo \$244.10 Goulburn \$244.10 Gunnedah \$244.10 Muswellbrook	

		- Other Country Centres		\$244.10 Nowra \$244.10 Port Macquarie \$244.10 Queanbeyan \$244.10 Tamworth \$244.10 Tumut \$222.10
8	26.4.2	Actual Necessary Expenses - all locations	Per day	\$18.70
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	\$18.70
11	26.6.5.4 & 29.8.4	Official Business Rate (Dependant on Engine Capacity) Over 2601cc 1601 to 2600cc under 1600cc	Per km	100.71 cents 93.85 cents 67.21 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 maximum)	\$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.

M. J. WALTON J , *President*

**CROWN EMPLOYEES (NSW DEPARTMENT OF TRADE AND
INVESTMENT, REGIONAL INFRASTRUCTURE AND SERVICES)
FORESTS NSW - FORESTRY FIELD OFFICERS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Forestry Corporation of NSW.

(No. IRC 19 of 2015)

Before Commissioner Newall

29 January 2015

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Forests NSW - Forestry Field Officers Award published 31 August 2012 (374 I.G. 418) as varied, be rescinded on and from 29 January 2015.

P. J. NEWALL, Commissioner

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**CROWN EMPLOYEES (NSW DEPARTMENT OF TRADE AND
INVESTMENT, REGIONAL INFRASTRUCTURE AND SERVICES)
FORESTS NSW SENIOR STAFF AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Forestry Corporation of NSW.

(No. IRC 17 of 2015)

Before Commissioner Newall

29 January 2015

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Forests NSW Senior Staff Award published 17 August 2012 (374 I.G. 57) as varied, be rescinded on and from 29 January 2015.

P. J. NEWALL, Commissioner

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(779)

SERIAL C8198

CROWN EMPLOYEES (ROADS AND MARITIME SERVICE - SALARIED STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Director General, Department of Transport.

(No. IRC 108 of 2014)

Before The Honourable Justice Walton, President

11 March 2014

VARIATION

1. Delete the words "Division of the Government Service of New South Wales" appearing in the title of the award published 5 October 2012 (374 I.G. 1319).
2. Delete subclauses (1) and (2) of clause 1, Definitions, and insert in lieu thereof the following:
 - (1) "Agency" or "RMS" means the Secretary of the Department of Transport as head of the Transport Service.

(Note: This definition was varied following the commencement of the Government Sector Employment Act 2013 to reflect that the Roads and Maritime Division of the Government Service of New South Wales established under Chapter 1A of the *Public Sector Employment and Management Act 2002* was abolished, staff moved to the Transport Service, and that employer functions are now exercised by the Secretary of the Department of Transport as Head of the Transport Service. Notwithstanding that, in some instances in this award references to "Agency" or "RMS" refer to the business of the Roads and Maritime Services rather than to the employer).

- (2) "Employee" shall mean a person employed as a member of the Transport Service in the RMS Group and covered by this award.
3. Insert after subclause (4) of the said clause 1, the following new subclauses:
 - (5) "RMS Group" means the staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the RMS Group who are not part of the Transport Senior Service.
 - (6) "Transport Service" means the Transport Service of New South Wales established by the Transport Administration Act 1988.
4. In subclause (1) of clause 19, Area, Incidence and Duration, after the words "applies to", delete the words "employees of the Roads and Maritime Service of New South Wales" and insert in lieu thereof "Employees".
5. In subclause (3) of the said clause 19, delete the words "RMS staff" and insert in lieu thereof "those staff in the RMS Group".

6. This variation shall take effect on and from 24 February 2014.

M. J. WALTON J , *President*

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CROWN EMPLOYEES NSW ADULT MIGRANT ENGLISH SERVICE (TEACHERS AND RELATED EMPLOYEES) AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education and Communities.

(No. IRC 34 of 2015)

Before The Honourable Acting Justice Kite

11 February 2015

VARIATION

- Delete Part B of the award published 22 August 2014 (376 I.G. 766) and insert in lieu thereof the following Part

PART B

MONETARY RATES

Table 1 - Salaries

	From the first pay period to commence on or after 1.1.2014 \$	From the first pay period to commence on or after 1.1.2015 \$	From the first pay period to commence on or after 1.1.2016 \$
Salary Scale for Ongoing Teachers, Full Time temporary Teachers and Education Officers			
Increase	2.27%	2.25%	2.5%
1st Salary Level	56,891	58,171	59,625
2nd Salary Level	59,932	61,280	62,812
3rd Salary Level	62,972	64,389	65,999
4th Salary Level	66,010	67,495	69,182
5th Salary Level	69,485	71,048	72,824
6th Salary Level	72,528	74,160	76,014
7th Salary Level	75,563	77,263	79,195
8th Salary Level	78,605	80,374	82,383
9th Salary Level	82,299	84,151	86,255
10th Salary Level	89,597	91,613	93,903
Salary Scale for Senior Education Officers			
Increase	2.27%	2.25%	2.5%
Senior Education Officer			
Class II	120,617	123,331	126,414
Senior Education Officer			
Class I			
Year 1	102,800	105,113	107,741
Year 2	107,045	109,454	112,190
Year 3	111,292	113,796	116,641
Salary Scale for Operations Managers			
Increase	2.27%	2.25%	2.5%
Operations Manager	146,685	149,985	153,735

Casual Teachers			
Increase	2.27%	2.25%	2.5%
1st Salary Level	70.05	71.63	73.42
2nd Salary Level	73.81	75.47	77.36
3rd Salary Level	77.55	79.29	81.27
4th Salary Level	81.30	83.13	85.21
5th Salary Level	85.59	87.52	89.71

Table 2 - Other Rates

Item No.	Clause No.	Brief Description	2.27% From the first Pay period to commence on or after 1.1.2014 \$	2.25% From the first Pay period to commence on or after 1.1.2015 \$	2.5% From the first Pay period to commence on or after 1.1.2016 \$
1	11	Education Officer after 12 months on the maximum of the common salary scale	3,886	3,973	4,072
		After a further 12 months on the maximum of the common salary scale	3,886	3,973	4,072
2	11.3	Teacher nominated to undertake additional responsibilities	6,883	7,038	7,214

2. This variation shall take effect from 11 February 2015.

P. M. KITE , *Acting Justice*

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**CROWN EMPLOYEES NSW DEPARTMENT OF TRADE AND
INVESTMENT, REGIONAL INFRASTRUCTURE AND SERVICES -
FORESTS NSW - FIELDWORK AND OTHER STAFF REVIEWED
AWARD 2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Forestry Corporation of NSW.

(No. IRC 18 of 2015)

Before Commissioner Newall

29 January 2015

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Crown Employees NSW Department of Trade and Investment, Regional Infrastructure and Services - Forests NSW - Fieldwork and Other Staff Reviewed Award 2012 published 3 August 2012 (373 I.G. 651) as varied, be rescinded on and from 29 January 2015.

P. J. NEWALL, Commissioner

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(1361)

SERIAL C8293

ENTERTAINMENT AND BROADCASTING INDUSTRY - LIVE THEATRE AND CONCERT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 798 of 2014)

Before The Honourable Acting Justice Kite

6 March 2015

VARIATION

1. Delete Table 2 - Other Rates and Allowances of Part 9 - Monetary Rates, of the award published 26 December 2008 (366 I.G. 1546) and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

The allowances in Table 2 of this Award are effective on and from the date of the decision.

Item No.	Clause No.		CPI Classification	Total. min per wk from FFPP after 20/04/12 \$	Total. min per wk from FFPP after 2.6% 2013 \$	Total. min per wk from FFPP after 3% 2014 \$
1	20.1.1	Heads of Department Supplying Own tools	work related	8.99	9.22	9.50
2	20.1.1	Other Employees providing basic tools	work related	0.94	0.96	0.99
3	20.2	Laundry Allowance - Blouses and Shirts	clothing and shoe repair	2.87	2.94	3.03
4	20.2	Laundry Allowance - Other Garments	clothing and shoe repair	7.46	7.65	7.88
5	20.2	Laundry Allowance - Other than weekly employees	clothing and shoe repair	2.29	2.35	2.42
6	20.2	Laundry Allowance - Other Employees	clothing and			
		Maximum per week	shoe repair	10.38	10.65	10.97
7	20.3	Front of House - Shoes other than black	clothing and shoe repair	2.11	2.16	2.22
8	20.3	Front of House - Shoes other than black maximum per week	clothing and shoe repair	5.40	0 5.54	0 5.71
9	20.4.1 (a)	Costume more unusual than reasonably necessary engaged by the week	clothing and shoe repair	8.09	8.3	8.55
10	20.4.1 (b)	Costume more unusual than reasonably necessary - other than engaged by the week	clothing and shoe repair	1.61	1.65	1.70
11	20.5.1	Allowance per recording	work related	107.75	110.55	113.87
12	23.5	Meal Allowance	meal cpi	8.40	8.62	8.88
13	23.6	Meal Allowance	meal cpi	12.79	13.12	13.51

14	34.8.2	Travel period less than one week	accommodation	151.10	155.03	159.68
15	34.8.3	Travel period greater than one week - per week	accommodation	527.83	541.55	557.80
16	34.8.3	Travel period greater than one week -per night	accommodation	105.59	108.34	111.59
17	38.8.6 (a)	Cash Allowance per week	accommodation	527.83	541.55	557.80
18	38.8.6 (b)	Cash Allowance per night	accommodation	105.59	108.34	111.59
19	34.9	Meals - per day	meal cpi	46.88	48.10	49.54
20	34.9	Meals - maximum per week	meal cpi	234.42	240.51	247.73
21	34.10	Incidentals - per day	expense meal	14.37	14.74	15.18
22	34.10	Incidentals - maximum per week	expense meal	71.83	73.70	75.91

2. Delete Table 3 - Reimbursement of Expenses, of Part 9 and insert in lieu thereof the following:

(Clause 34.8.4(b))

The allowances in Table 3 of this Award are effective on and from 16 December 2014.

Table 3 - Reimbursement of Expenses

Destination	Amount from first full pay period after 20/04/12 \$	Amount \$	Amount \$
	2009-2.8% 2010-4.25%	2013-2.6%	2014-3%
Sydney and Melbourne	1007.99	1034.2	1065.23
Adelaide, Hobart, Perth and Brisbane	762.39	782.21	805.68
Canberra	888.98	912.09	939.45
Other Places	694.91	712.98	734.37

3. This variation shall take effect from the beginning of the first full pay period to commence on or after on and from 16 December 2014.

P. M. KITE , *Acting Justice*

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HAIR AND BEAUTY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 25 of 2015)

Before The Honourable Acting Justice Kite

6 March 2015

VARIATION

1. Delete Part B Monetary Rates of the award published 23 July 2004 (345 I.G. 452), and reprinted 27 January 2012 (372 I.G. 353) and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wages**

Level	Classification	SWC 2012 (2.5%) Amount \$	SWC 2013 (2.27%) Amount \$	SWC (2.38%) Amount \$
1	Wigmaker - Employees, male and female, doing work on or in connection with the making of wigs, toupees or other hair pieces and /or doing board work generally Hairdresser doing men's and /or ladies hairdressing Beauty Therapist	724.00	740.40	758.00
2	Receptionist/Salon Assistant - 21 years of age and over	686.80	702.40	719.10
3	Beautician, Electrologist, Chiropodist	681.80	697.30	713.90

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	SWC 2012 (2.5%) Amount \$	SWC 2013 (2.27%) Amount \$	SWC 2014 (2.38%) Amount \$
1	7(v)	Meal Allowance per meal	9.60	9.80	10.00
2	9 (iv)	Employee in charge per day	7.90	8.10	8.30
3	13 (ii)	Tool allowance per week	9.20	9.40	9.60
4	14	Health Department per hour	1.20	1.20	1.25
5	15	Laundry per week	6.30	6.40	6.70
6	16	First aid per week	11.20	11.50	10.80
7	18	Transport per km	0.81	0.83	0.85

Table 3 - Part-time and Casual Rates of Pay

2012

Level	Classification	Part-time rate per hour SWC 2012 (2.5 %) \$	Casual rate per hour SWC 2012 (2.5 %) \$
1	Wigmaker - Employees, male and female, doing work on or in connection with the making of wigs, toupees or other hair pieces and/or doing board work generally. Hairdresser doing men's and/or ladies hairdressing Beauty Therapist	21.00	22.90
2	Receptionist/Salon Assistant - 21 Years of age and over	19.90	21.70
3	Beautician, Electrologist, Chiropodist	19.70	21.50

2013

Level	Classification	Part-time rate per hour SWC 2013 (2.27%) \$	Casual rate per hour SWC 2013 (2.27%) \$
1	Wigmaker - Employees, male and female, doing work on or in connection with the making of wigs, toupees or other hair pieces and/or doing board work generally. Hairdresser doing men's and/or ladies hairdressing Beauty Therapist	21.50	23.40
2	Receptionist/Salon Assistant - 21 Years of age and over	20.40	22.20
3	Beautician, Electrologist, Chiropodist	20.20	22.00

2014

Level	Classification	Part-time rate per hour SWC 2014 (2.38%) \$	Casual rate per hour SWC 2014 (2.38%) \$
1	Wigmaker - Employees, male and female, doing work on or in connection with the making of wigs, toupees or other hair pieces and/or doing board work generally. Hairdresser doing men's and/or ladies hairdressing Beauty Therapist	22.00	24.00
2	Receptionist/Salon Assistant - 21 Years of age and over	20.90	22.70
3	Beautician, Electrologist, Chiropodist	20.70	22.50

2. This variation shall take effect from the first pay period to commence on or after 16th December 2014.

P. M. KITE , *Acting Justice*

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HEALTH, FITNESS AND INDOOR SPORTS CENTRES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 29 of 2015)

Before The Honourable Acting Justice Kite

6 March 2015

VARIATION

1. Delete paragraph (d) of subclause (vi), of clause 28, Traineeships of the award published 4 May 2001 (324 I.G. 497) and reprinted 27 January 2012 (372 I.G. 383) and insert in lieu thereof the following:

- (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2014.

These adjustments may be offset against:

- (i) any equivalent over-award payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustment.
2. Delete subparagraph (ii) of paragraph (g) of subclause (vi) of the said clause 28, and insert in lieu thereof the following:
- (ii) Wage Rates for Certificate IV Traineeships
 - (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A,B, or C as applicable with the addition of 3.8 per cent of that wage rate.
 - (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship SWC 2012 (2.5%) \$	Second Year of Traineeship SWC 2012 (2.5%) \$	First Year of Traineeship SWC 2013 (2.27%) \$	Second Year of Traineeship SWC 2013 (2.27%) \$	First Year of Traineeship SWC 2014 (2.38%) \$	Second Year of Traineeship SWC 2014 (2.38%) \$
Industry/Skill Level A	589.00	612.00	602.00	626.00	616.30	640.90
Industry/Skill Level B	568.00	589.00	581.00	602.00	594.80	616.30
Industry/Skill Level C	514.00	533.00	526.00	545.00	538.50	558.00

3. Delete clause 31, State Wage Case Adjustment, and insert in lieu thereof the following:

31. State Wage Case Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case 2014. These adjustments may be offset against:

- (a) any equivalent overaward payments, and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
4. Delete Part B, Monetary Rates, and Part C, Trainee Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

Grade	Full Time SWC 2012 (2.5%) \$	Hourly Rate SWC 2012 (2.5%) \$	Full Time SWC 2013 (2.27%) \$	Hourly Rate SWC 2013 (2.27%) \$	Full Time SWC 2014 (2.38%) \$	Hourly Rate SWC 2014 (2.38%) \$
Level 1	614.10	16.20	628.00	16.60	642.90	17.00
Level 2	633.60	16.70	648.00	17.10	663.40	17.50
Level 3A	659.90	17.40	674.90	17.80	691.00	18.20
Level 3B	679.20	17.90	694.60	18.30	711.10	18.70
Level 4	682.50	18.00	698.00	18.40	714.60	18.80
Level 5	723.90	19.10	740.30	19.50	757.90	20.00
Level 6	797.90	21.00	816.00	21.50	835.40	22.00

Junior Rates for Levels 1, 2 and 3	Percentage of Appropriate Adult Rate %
At 16 years and under	55
At 17 years	65
At 18 years	75
At 19 years	85
At 20 years	100

Table 2 - Other Rates and Allowances

Item. No	Clause No.	Brief Description	Amount Per Week	Amount Per Week	Amount Per Week
			SWC 2012 (2.5%) \$	SWC 2013 (2.27%) \$	SWC 2014 (2.38%) \$
1	2(c)	Supervisory loadings - Up to 5 employees	25.70 per week	26.30 per week	26.90 per week
2	2(c)	Supervisory loadings - 6 to 10 employees	35.00 per week	35.80 per week	36.70 per week
3	2(c)	Supervisory loadings - 11 or more employees	47.10 per week	48.20 per week	49.30 per week
4	21(a)	First-aid allowance	12.10 per week 2.40 per shift	12.40 per week 2.45 per shift	12.70 per week 2.50 per shift

5	23(a)	Stocking allowance	3.30 per week 0.70 per day	3.40 per week 0.72 per day	3.50 per week 0.74 per shift
	23(b)	Toilet cleaning allowance	9.90	10.10	10.30
	23(c)	Laundry Allowance	8.50 per week 1.70 per day	8.70 per week 1.75 per day	8.90 per week 1.80 per day
	23(d)	Broken Shift Allowance: For each broken shift so worked Excess fares allowance	12.90 per day 8.70 per week 1.70 per day	13.20 per day 8.90 per week 1.75 per day	13.50 per day 9.10 per week 1.80 per day

Table 3 - Base Rate

	Relativity	Amount Per Week (includes 2.38% for 2014)
	%	\$
Level 1	78	313.40
Level 2	82	329.40
Level 3A	87.4	351.20
Level 3B	91.5	367.60
Level 4	92	369.60
Level 5	100	401.70
Level 6	115	462.00

Table 4 - Supplementary Payments

	Relativity	Supplementary Payments (includes 2.38% for 2014)
	%	\$
Level 1	78	97.40
Level 2	82	99.70
Level 3A	87.4	102.70
Level 3B	91.5	104.40
Level 4	92	105.30
Level 5	100	110.10
Level 6	115	121.40

PART C**TRAINEE MONETARY RATES****Table 1 - Weekly Rates - Industry/Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Highest year of schooling completed								
	Year 10 SWC 2012 2.5% \$	Year 11 SWC 2012 2.5% \$	Year 12 SWC 2012 2.5% \$	Year 10 SWC 2013 2.27% \$	Year 11 SWC 2013 2.27% \$	Year 12 SWC 2013 2.27% \$	Year 10 SWC 2014 2.38% \$	Year 11 SWC 2014 2.38% \$	Year 12 SWC 2014 2.38% \$
School Leaver	277.40	305.50	367.00	283.70	312.40	375.30	290.50	319.80	384.20
Plus 1 year out of school	305.50	367.00	427.60	312.40	375.30	437.30	319.80	384.20	447.70

Plus 2 years	366.60	427.60	495.90	374.90	437.30	507.20	383.80	447.70	519.30
Plus 3 years	427.60	495.90	567.30	437.30	507.20	580.20	447.70	519.30	594.00
Plus 4 years	495.90	567.30	567.30	507.20	580.20	580.20	519.30	594.00	594.00
Plus 5 years or more	567.30	567.30	567.30	580.20	580.20	580.20	594.00	594.00	594.00

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

Table 2 - Weekly Rates - Industry/Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	Highest year of schooling completed								
	Year 10 SWC 2012 2.5% \$	Year 11 SWC 2012 2.5% \$	Year 12 SWC 2012 2.5% \$	Year 10 SWC 2013 2.27% \$	Year 11 SWC 2013 2.27% \$	Year 12 SWC 2013 2.27% \$	Year 10 SWC 2014 2.38% \$	Year 11 SWC 2014 2.38% \$	Year 12 SWC 2014 2.38% \$
School Leaver	277.40	305.80	355.20	283.70	312.70	363.30	290.50	320.10	371.90
Plus 1 year out of school	305.80	355.20	408.70	312.70	363.30	418.00	320.10	371.90	427.90
Plus 2 years	355.20	408.70	480.10	363.30	418.00	491.00	371.90	427.90	502.70
Plus 3 years	408.80	480.10	547.30	418.10	491.00	559.70	428.10	502.70	573.00
Plus 4 years	480.10	547.30	547.30	491.00	559.70	559.70	502.70	573.00	573.00
Plus 5 years or more	547.30	547.30	547.30	559.70	559.70	559.70	573.00	573.00	573.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 3 - Weekly Rates - Industry/Skill Level C

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed								
	Year 10 SWC 2012 2.5% \$	Year 11 SWC 2012 2.5% \$	Year 12 SWC 2012 2.5% \$	Year 10 SWC 2013 2.27% \$	Year 11 SWC 2013 2.27% \$	Year 12 SWC 2013 2.27% \$	Year 10 SWC 2014 2.38% \$	Year 11 SWC 2014 2.38% \$	Year 12 SWC 2014 2.38% \$
School Leaver	278.40	305.80	352.00	284.70	312.70	360.00	291.50	320.10	368.60
Plus 1 year out of school	305.80	352.00	396.00	312.70	360.00	405.00	320.10	368.60	414.60
Plus 2 years	352.00	396.00	441.30	360.00	405.00	451.30	368.60	414.60	462.00
Plus 3 years	396.00	441.30	493.70	405.00	451.30	504.90	414.60	462.00	516.90
Plus 4 years	442.00	493.70	493.70	452.00	504.90	504.90	462.80	516.90	516.90
Plus 5 years or more	493.70	493.70	493.70	504.90	504.90	504.90	516.90	516.90	516.90

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 4 - School-Based Traineeships

	Year of Schooling					
	Year 11 SWC 2012	Year12 SWC 2012	Year 11 SWC 2013	Year12 SWC 2013	Year 11 SWC 2014	Year 12 SWC 2014
	2.5%	2.5%	2.27%	2.27%	2.38%	2.38%
	\$	\$	\$	\$	\$	\$
School based Traineeships Skill Levels A, B and C	278.40	305.80	284.70	312.70	291.50	320.10

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

5. This variation shall take effect from the first pay period to commence on or after 16 December 2014.

P. M. KITE , *Acting Justice*

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**HIGHER SCHOOL CERTIFICATE MARKING AND RELATED
CASUAL EMPLOYEES RATES OF PAY AND CONDITIONS AWARD
2014**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Board of Studies, Teaching and Educational Standards.

(No. IRC 132 of 2015)

Before Commissioner Tabbaa

20 March 2015

VARIATION

1. Delete subclause 2.2 of clause 2, Intention of the award published 22 August 2014 (376 I.G. 795) and insert in lieu thereof the following:
 - 2.2 The increases in the rates of pay and allowances in Schedule 1 arise from a net increase of 2.5% per annum (inclusive of a 0.25% increase in the Superannuation Guarantee Levy on and from 1 July 2014) plus 0.5% per annum. The increase in the employee-related costs of this latter annual component is to be fully offset by the employee-related cost savings directly arising from the changed work practices identified in clauses 5.5 and 5.6 of the award.
2. Insert in numerical order in subclause 24.1 of clause 24, Area Incidence and Duration, the following new paragraphs:
 - 24.1.3 This award is varied with effect on and from 1 January 2015 pursuant to orders of the Commission dated 20 March 2015.
 - 24.1.4 Changes made to this award consequent upon its variation with effect on and from 1 January 2015 have been incorporated into this award.
3. Delete Schedule 1 and insert in lieu thereof the following:

SCHEDULE 1

Table 1 - Weekday, Weekday Supplementary, Weeknight/Saturday and Sunday Rates:

Classification	Weekday Rates Per Hour from			Weekday Supplementary Rates Per Day from			Weeknights and Saturday Rates Per Hour from			Sunday Rates Per Hour from		
	1/7/14	1/7/15	1/7/16	1/7/14	1/7/15	1/7/16	1/7/14	1/7/15	1/7/16	1/7/14	1/7/15	1/7/16
	2.77%	3%	3%	2.77%	3%	3%	2.77%	3%	3%	2.77%	3%	3%
Marker	73.14	75.33	77.59	70.88	73.01	75.20	81.47	83.91	86.43	109.66	112.95	116.34
LOTE Examiner	-	-	-	70.88	73.01	75.20	81.47	83.91	86.43	109.66	112.95	116.34
LOTE Casual	73.14	75.33	77.59	-	-	-	81.47	83.91	86.43	109.66	112.95	116.34
1. Senior Marker 2. HSC Inquiry Centre Inquiry Officer (Note 1)	90.76	93.48	96.28	83.62	86.13	88.71	101.07	104.10	107.22	136.15	140.23	144.44
1. Assistant Supervisor of Marking 2. Assistant Officer in Charge HSC Inquiry Centre (Note 1)	104.96	108.11	111.35	96.72	99.62	102.61	116.90	120.41	124.02	157.38	162.10	166.96
1. Supervisor of Marking	116.25	119.74	123.33	107.13	110.34	113.65	129.49	133.37	137.37	174.43	179.66	185.05

Note 1 Refer to provisions that apply to HSC Enquiry Centre staff at clause 15.2.6

Table 2 - External and Corporate Per Unit Marking Rates on and from

HSC	1/7/2014 Rates per unit 2.77%	1/7/2015 Rates per unit 3%	1/7/2016 Rates per unit 3%
(a) Mathematics			
Payments will be on a per question basis			
Base Rate (Mathematics in Practice/Mathematics in Society/General Mathematics paper from 2001)	2.900	2.987	3.077
2-3 Unit paper - Mathematics paper from 2001	4.142	4.266	4.394
3 Unit Additional paper - Mathematics Extension 1 paper from 2001	4.490	4.625	4.764
4 Unit Additional paper - Mathematics Extension 2 Paper from 2001	4.903	5.050	5.202
(b) Other subjects -			
Payments will be on a per three hour paper basis			
Base Rate	26.25	27.04	27.85
3 Unit Additional Paper	32.80	33.78	34.79

Table 3 - Languages Other than English (LOTE) Examiners Hourly Rates on and from

A. Weekday Examining	1/7/2014 Rates per hour 2.77%	1/7/2015 Rates per hour 3%	1/7/2016 Rates per hour 3%
1. Languages other than English (LOTE) Examiners	12.91	13.30	13.70

Table 4 - Other Rates and Allowances

Item No	Clause No.	Brief Description	1/7/2014 Amount \$	
			(a) Daily rate \$	(b) Hourly Rate \$
1	15.7	Travelling Allowance -		
		Capital City Rate	301.85	12.58
		Newcastle	261.85	10.91
		Wagga Wagga	259.85	10.83
		Port Macquarie	241.80	10.08
		Maitland	241.80	10.08
		Wollongong	254.85	10.62
		Orange	241.80	10.08
		Broken Hill	241.80	10.08
		Dubbo	241.80	10.08
		Bathurst	241.80	10.08
		Other Country Centres	219.80	9.16
2	15.5	Meal Allowance (based on the Overtime Meal rate (which is the same for breakfast, lunch or dinner) provided by The Treasury Review of Meal, Travelling and Related Allowances).	27.70	
3	15.6.1	Travel Allowances (based on 40 km multiplied by the use of private motor vehicle casual rate for a vehicle with an engine capacity of 1601cc-2600cc pursuant to clause (15.8) Employees engaged in Corporate Marking in metropolitan areas of Sydney, Newcastle and Wollongong and HSC Inquiry Centre.	11.84 per day	
	15.6.3 (a)	Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong		
4		Motor Vehicle allowance - distances exceeding travel to and from usual place of residence and usual place of work:		
(a)	15.6.2	Itinerant markers	0.740 per km	
(b)	15.6.3(b)	Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong in excess of 40km up to a maximum 160 km per day	0.296 per km	

			1/7/2014 2.77%	1/7/2015 3.0%	1/7/2016 3.0%
5	15.6.3(c)	Travel Allowance fixed payment for: Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong not claiming the allowance at 15.6.3(a) on a daily basis whose usual place of residence is outside the Sydney metropolitan area and in excess of 100 km from the marking centre.	136.61	140.71	144.93
	15.6.4	Itinerant markers who reside outside Sydney metropolitan area attending briefing sessions inside the Sydney metropolitan area where the person's usual place of residence is in excess of 100 km from the briefing session venue.	215.82 once per engagement	222.29 once per engagement	228.96 once per engagement
6	15.2.8	External On-screen Marking ICT Allowance for use of ICT facilities including broadband	11.59 once per engagement	11.94 once per engagement	12.30 once per engagement

Table 5 - Hourly Rates Floor to Apply to Corporate On-Screen marking:

Classification	Weekday Rates			Weekday Supplementary			Weeknights and Saturday Rates			Sunday Rates		
	Per Hour from			Per Day from			Per Hour from			Per Hour from		
	1/7/14	1/7/15	1/7/16	1/7/14	1/7/15	1/7/16	1/7/14	1/7/15	1/7/16	1/7/14	1/7/15	1/7/16
	2.77%	3%	3%	2.77%	3%	3%	2.77%	3%	3%	2.77%	3%	3%
Marker	72.44	74.61	76.85	70.20	72.31	74.48	80.70	83.12	85.61	108.61	111.87	115.23

4. This variation shall take effect on and from 1 January 2015.

I. TABBAA, Commissioner

LOCAL GOVERNMENT (STATE) AWARD 2010

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 785 of 2013)

Before The Honourable Deputy President Harrison

29 November 2013

VARIATION

1. Delete subclause (i) of clause 41, Area, Incidence and Duration of the award published 31 December 2010 (370 I.G. 648), and insert in lieu thereof the following:
 - (i) This Award shall apply to all employees in Local Government within New South Wales, including employees of City of Penrith Regional Indoor Aquatic and Recreation Centre Limited (Ripples), employees of Moree Artesian Aquatic Centre Limited (MAAC Ltd) employed at the Moree Artesian Aquatic Centre and employees of committees of council established under the Local Government Act 1993. The Award does not cover those employees employed by Sydney City Council, Wollongong City Council and County of Yancowinna. And excepting those employees covered by the Local Government (Electricians) State Award, Butchers' Wholesale (Country) Award and Butchers' Wholesale (Newcastle and Northern) Award and Section 332 of the Local Government Act 1993 and Newcastle City Council employees covered by the Entertainment and Broadcasting Industry Award - Live Theatre and Concert Award 1998 and employees of MAAC Ltd primarily engaged in duties in the Wellness Centre, within the premises of the Moree Artesian Aquatic Centre.
2. This variation shall take effect from the first pay period on or after 29 November 2013.

R. W. HARRISON *D.P.*

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(007)

SERIAL C8285**MARINE CHARTER VESSELS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 800 of 2014)

Before The Honourable Acting Justice Kite

6 February 2015

VARIATION

1. Delete subclause (v) of clause 6, Wages, of the award published 12 April 2002 (331 I.G. 875) and reprinted 27 January 2012 (372 I.G. 420) 28 March 2014 (376 I.G. 81), and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2014. These adjustments may be offset against:
 - (a) Any equivalent overaward payments, and/or
 - (b) Award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wages**

Classification	Former Rate Per Week \$	NWC - June 2014 (applying a 3% increase) Per Week \$	Total Wage Per Week \$
Master (vessels 35m and over)	\$774.77	\$23.24	\$798.01
Engineer (vessels 35m and over)	\$774.77	\$23.24	\$798.01
Master (vessels 20m and over)	\$695.45	\$20.86	\$716.31
Engineer (vessels 20m and over)	\$695.45	\$20.86	\$716.31
Master (vessels under 20m but 18.25 and over)	\$681.57	\$20.45	\$702.02
Engineer (vessels under 20m but 18.25 and Over)	\$681.57	\$20.45	\$702.02
Master (vessels under 18.25m)	\$677.81	\$20.33	\$698.14
General - purpose Hand	\$614.20	\$18.43	\$632.63

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount: \$
1	5(b)	Meal Allowance	\$11.07
2	6(iii)(a)	Certificate of Competency (per day or part thereof)	\$4.00
3	14(i)	Uniforms	\$13.57
4	17	Compensation for Personal Effects	\$1068.04

3. This variation shall take effect from the beginning of the first pay period to commence on or after 16 December 2014 in accordance with the State Wage Case 2014.

P. M. KITE , *Acting Justice*

Printed by the authority of the Industrial Registrar.

MISCELLANEOUS WORKERS HOME CARE INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 30 of 2015)

Before The Honourable Acting Justice Kite

6 March 2015

VARIATION

- Delete Part B, Monetary Rates of the award published on 4 August 2000 (317 I.G. 618) and reprinted 2 January 2012 (372 I.G. 490) and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wage Rates

Classification	Former rate per week effective from first full pay period commencing on or after 16 December 2013 \$	2014 SWC 2.38% \$
Field Staff Grade 1	705.40	722.20
Field Staff Grade 2	732.90	750.30
Field Staff Grade 3	775.90	794.40
Live-in Houseworker Grade 1	917.00	938.80
Live-in Houseworker Grade 2	1026.10	1050.50
Live-in Houseworker Grade 3	1204.60	1233.30

Table 2 - Other Wage Rates

Rate	Field Staff Grade 1 \$	Field Staff Grade 2 \$	Field Staff Grade 3 \$
Part-time minimum daily payment - hourly rate	19.00	19.80	20.90
Casual per hour includes 20% loading	22.80	23.60	25.10
Composite per hour includes 20%	22.80	23.60	25.10
Composite casual per hour includes 20% plus 20%	27.30	28.50	30.10

Table 3 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	9(ii)	Shift Allowance	8.70 for each break in the shift
2	13(iii)	Sleep Over Allowance	43.90 per night
3	16	Meal Money (overtime)	11.00
4	29(i)(a)	Vehicle Allowance	0.81 per kilometre

2. This variation shall take effect from the beginning of the first full pay period to commence on or after 16 December 2014.

P. M. KITE , *Acting Justice*

Printed by the authority of the Industrial Registrar.

MOTELS, ACCOMMODATION AND RESORTS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 27 of 2015)

Before The Honourable Acting Justice Kite

6 March 2015

VARIATION

1. Delete subclause 12.2, of clause 12, Classifications and Wage Rates of the award published 27 July 2012 (373 I.G. 195) and insert in lieu thereof the following:

12.2 Minimum Rates of Pay

Level & Classification	Beginning of FFP to commence on or after 16/12/13 (2.27%) \$	Beginning of FFP to commence on or after 16/12/14 (2.38%) \$
Introductory Level	628.00	642.90
LEVEL 1		
Hospitality Services Grade 1	648.00	663.40
LEVEL 2		
Hospitality Services Grade 2	677.90	694.00
Leisure Attendant Grade 1	677.90	694.00
Hospitality Administration and Front Office Grade 1	677.90	694.00
LEVEL 3		
Hospitality Services Grade 3	700.00	716.70
Hospitality Administration and Front Office Grade 2	700.00	716.70
Leisure Attendant Grade 2	700.00	716.70
LEVEL 4		
Hospitality Services Grade 4	740.30	757.90
Hospitality Administration and Front Office Grade 3	740.30	757.90
Leisure Attendant Grade 3	740.30	757.90
LEVEL 5		
Hospitality Services Grade 5	790.20	809.00
Hospitality Administration and Front Office Supervisor	790.20	809.00
LEVEL 6		
Hospitality Services Grade 6	812.90	832.20

2. Delete paragraph 16.2.1 of subclause 16.2, of the said clause 16, and insert in lieu thereof the following:

16.2.1 A full time or regular part-time employee who has a broken work day shall receive an additional allowance for a spread of hours prescribed as follows:

Spread of hours	Rate per day (2.38%) \$
Under 10	Nil
10 but under 10-1/2	1.45
10-1/2 but under 11-1/2	2.87
11-1/2 or more	4.32

3. Delete paragraph 16.8.1 of subclause 16.8, and insert in lieu thereof the following:

16.8.1 An employee shall be entitled to an amount of \$47.346 per overnight stay period.

4. Delete paragraph 18.8.1 of subclause 18.8, of clause 18, Hours of Work, and insert in lieu thereof the following:

18.8.1 Full time or regular part-time employees who are required to work any of their ordinary hours outside the hours of 7.00 a.m. to 7.00 p.m. on Monday to Friday inclusive, shall be paid \$1.93 per hour, or part thereof, for any such time worked outside the said hours with a minimum payment of \$2.96 for any one day.

5. This variation shall take effect from the first full pay period to commence on or after 16 December 2014.

P. M. KITE , *Acting Justice*

NURSES' (PRIVATE SECTOR) TRAINING WAGE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 806 of 2014)

Before The Honourable Acting Justice Kite

6 February 2015

VARIATION

1. Delete paragraph (iv) of subclause (a) of clause 7, Wages of the award published 2 August 1996 (294 I.G. 77) and reprinted 27 January 2012 (372 I.G. 588) and insert in lieu thereof the following:
 - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2014. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than the safety net, State Wage Case, and minimum rates adjustments.

The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 14 November 2014.

2. Delete Part B Monetary Rates and insert in lieu thereof the following:

PART B - MONETARY RATES**Table 1 - Monetary Rates for Trainees**

	Highest Year of Schooling Completed Skill Level A - Year 10		
	Existing Rate \$	SWC 2014 (3.0%)	Year 10 First Pay Period 2014 \$
School Leaver	288.00	3.0%	296.60
1 year out of school	317.50	3.0%	327.00
2 years out of school	381.20	3.0%	392.60
3 years out of school	443.90	3.0%	457.20
4 years out of school	515.60	3.0%	531.10
5 years out of school	589.40	3.0%	607.10

	Highest Year of Schooling Completed Skill Level A - Year 11		
	Existing Rate \$	SWC 2014 (3.0%)	Year 11 First Pay Period 2014 \$
School Leaver	317.60	3.0%	327.10
1 year out of school	381.20	3.0%	392.60
2 years out of school	443.90	3.0%	457.20
3 years out of school	515.60	3.0%	531.10

4 years out of school	589.50	3.0%	607.20
5 years out of school	589.50	3.0%	607.20

Highest Year of Schooling Completed Skill Level A - Year 12			
	Existing Rate	SWC 2014 (3.0%)	Year 12 First Pay Period 2014
	\$		\$
School Leaver	381.20	3.0%	392.60
1 year out of school	443.90	3.0%	457.20
2 years out of school	515.60	3.0%	531.10
3 years out of school	589.50	3.0%	607.20
4 years out of school	589.50	3.0%	607.20
5 years out of school	589.50	3.0%	607.20

* Figures in brackets indicated the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rates is 20 per cent.

Table 2 - Monetary Rates for School Based Traineeships

Year of Schooling Year 11			
	Existing Rate	SWC Increase 2014	Year 11 First Pay Period 2014
	\$		\$
School Based Traineeship Skill Level 1	276.80	3.0%	285.10

Year of Schooling Year 12			
	Existing Rate	SWC Increase 2014	Year 12 First Pay Period 2014
	\$		\$
School Based Traineeship Skill Level 1	317.60	3.0%	327.10

* The average proportion of time spent in structured training which has been taken into account in setting the above rate is 20 per cent.

Table 3 - Wages - School Based Traineeships

Year of Schooling Year 11			
	Existing Rate	SWC Increase 2014	Year 11 First Pay Period 2014
School Based Traineeships - Skill Levels A,B,C.	192.20	3.0%	198.00

Year of Schooling Year 12			
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	Existing Rate	SWC Increase 2014	Year 12 First Pay Period 2014
School Based Traineeships - Skill Levels A,B,C.	210.70	3.0%	217.00

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 16 December 2014 in accordance with the State Wage Case 2014 decision.

P. M. KITE , *Acting Justice*

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(510)

SERIAL C8297

NURSES, OTHER THAN IN HOSPITALS, &c. (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 26 of 2015)

Before The Honourable Acting Justice Kite

6 March 2015

VARIATION

1. Delete Part B - Monetary Rates of the award published 20 August 2004 (346 I.G. 76) and reprinted 27 January 2012 (372 I.G. 598) and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Salaries**

Classification		Existing Rate	2014 State Wage Case Increase	Beginning of FPP to commence on or after 16/12/2014
Assistant in Nursing/ Trainee Enrolled Nurse	1st year	\$655.30	2.38%	\$670.90
	2nd year	\$668.60	2.38%	\$684.50
	3rd year	\$682.00	2.38%	\$698.20
	4th year	\$695.70	2.38%	\$712.30
Enrolled Nurse :	1st year	\$705.50	2.38%	\$722.30
	2nd year	\$722.10	2.38%	\$739.30
	3rd year	\$747.80	2.38%	\$765.60
	4th year	\$769.00	2.38%	\$787.30
	Thereafter	\$783.70	2.38%	\$802.40
Registered Nurse General, M.R. Psych, Infants, Geriatric, Midwifery	1st year	\$800.80	2.38%	\$819.90
	2nd year	\$818.50	2.38%	\$838.00
	3rd year	\$850.30	2.38%	\$870.50
	4th year	\$881.50	2.38%	\$902.50
	5th year	\$915.40	2.38%	\$937.20
	6th year	\$949.00	2.38%	\$971.60
	7th year	\$982.50	2.38%	\$1,005.90
	8th year	\$1,018.50	2.38%	\$1,042.70
UG1	-	\$1,048.30	2.38%	\$1,073.20
Supervisory Nurse	-	\$1,064.60	2.38%	\$1,089.90

2. Delete Table 2 - Other Rates and Allowances and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Existing Rate \$	SWC Increase 2014	Beginning of FPP to commence on or after 16/12/14 \$
1	3(iv)	Meal	8.85 per meal	2.38%	9.06 per meal
2	6(i)	On Call During Meal	7.11 per day	2.38%	7.28 per day
3	6(ii)	On Call	16.85 per shift	2.38%	17.25 per shift
4	17(i)	Uniform	8.08 per week	2.38%	8.27 per week
5	17(i)	Stockings	3.99 per week	2.38%	4.08 per week
6	17(ii)	Laundry	6.17 per week	2.38%	6.32 per week
7	18(i)	Vehicle Allowance Standing Charge Up to 2 litres Over 2 litres < 3.5 litres Over 3.5 litres	178.35 per week 196.33 per week 201.76 per week	2.38% 2.38% 2.38%	182.60 per week 201.00 per week 206.57 per week
		Vehicle Allowance Running Charge Up to 2 litres Over 2 litres < 3.5 litres Over 3.5 litres	33.83 cents per km 37.82 cents per km 39.13 cents per km	2.38% 2.38% 2.38%	34.64 cents per km 38.72 cents per km 40.06 cents per km
8	18(iii)	Vehicle Allowance Casual Usage	75.54 cents per km	2.38%	77.34 cents per km

3. This variation shall take effect from the beginning of the first pay period to commence on or after 16 December 2014.

P. M. KITE , *Acting Justice*

NURSING HOMES, &c., NURSES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 804 of 2014)

Before The Honourable Acting Justice Kite

6 February 2015

VARIATION

1. Delete subclause (iv) from clause 50, Area Incidence and Duration of the award published 28 November 2008 (366 IG. 1320) and reprinted 27 January 2012, (372 I.G. 621) and insert in lieu thereof the following:
 - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2014. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than the safety net, State Wage Case, and minimum rates adjustments.

The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or 14 November 2014.

2. Delete Part B - Monetary Rates and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Salaries**

Classification		Existing Rate	Increase 3.0%	SWC 2014 First Pay Period
Assistant in Nursing/ Trainee Enrolled Nurse				
Under 18:	1st year	597.40	3.0%	615.30
	2nd year	623.80	3.0%	642.50
	Thereafter	648.60	3.0%	668.10
Over 18:	1st year	702.00	3.0%	723.10
	2nd year	723.70	3.0%	745.40
	3rd year	745.60	3.0%	768.00
	Thereafter	768.20	3.0%	791.20
Enrolled Nurse:	1st year	856.60	3.0%	882.30
	2nd year	874.20	3.0%	900.40
	3rd year	892.80	3.0%	919.60
	4th year	911.20	3.0%	938.50
	Thereafter	929.60	3.0%	957.50

Registered Nurse General, M.R. Psych, Infants, Geriatric, Midwifery	1st year	967.60	3.0%	996.60
	2nd year	1019.00	3.0%	1049.60
	3rd year	1070.20	3.0%	1102.30
	4th year	1125.00	3.0%	1158.80
	5th year	1179.60	3.0%	1215.00
	6th year	1234.20	3.0%	1271.20
	7th year	1296.50	3.0%	1335.40
	8th year	1348.70	3.0%	1389.20
Nursing Unit Manager (personal to current occupants as at 01.03.99)				
Level I	1st year	1493.30	3.0%	1538.10
	2nd year	1534.30	3.0%	1580.80
Level II		1574.80	3.0%	1622.00
Level III		1612.80	3.0%	1661.20
Nurse undergoing pre-registration assessment				
		837.50	3.0%	862.60
Clinical Nurse Specialist				
		1403.10	3.0%	1445.20
Clinical Nurse Consultant				
		1652.80	3.0%	1702.40
Clinical Nurse Educator				
		1403.10	3.0%	1445.20
Nurse Educator				
	1st year	1493.20	3.0%	1538.00
	2nd year	1534.80	3.0%	1580.80
	3rd year	1571.70	3.0%	1618.90
	4th year	1652.80	3.0%	1702.40
Senior Nurse Educator				
	1st year	1692.20	3.0%	1743.00
	2nd year	1726.40	3.0%	1778.20
	3rd year	1783.20	3.0%	1836.70
Assistant Director of Nursing				
<150 beds		1534.80	3.0%	1580.80
150-250 beds		1652.80	3.0%	1702.40
250 beds		1692.20	3.0%	1743.00
Deputy Director of Nursing				
Less than 20 beds		1565.40	3.0%	1612.40
20-75 beds		1605.10	3.0%	1653.30
75-100 beds		1641.70	3.0%	1691.00
100-150 beds		1676.10	3.0%	1726.40
150-200 beds		1726.30	3.0%	1778.10
200-250 beds		1783.20	3.0%	1836.70
250-350 beds		1849.00	3.0%	1904.50
350-450 beds		1914.10	3.0%	1971.50
450-750 beds		1984.40	3.0%	2043.90
750+ beds		2060.20	3.0%	2122.00
Director of Nursing				
Less than 25 beds		1747.60	3.0%	1800.00
25- 50 beds		1849.00	3.0%	1904.50
50-75 beds		1888.20	3.0%	1944.80
75-100 beds		1927.00	3.0%	1984.80
100-150 beds		1981.70	3.0%	2041.20
150-200 beds		2047.30	3.0%	2108.70
200-250 beds		2112.30	3.0%	2175.70
250-350 beds		2190.90	3.0%	2256.60

350-450 beds		2321.70	3.0%	2391.40
450-750 beds		2455.00	3.0%	2528.70
750+ beds		2607.60	3.0%	2685.80

Table 2 - Other Rates and Allowances

Brief Description	Clause No	Existing Rate \$	Increase	SWC 2014 First Pay Period \$
In charge of nursing home less than 100 beds	10(i)(a)	23.98 per shift	3.0%	24.70 per shift
In charge of nursing home 100 beds & <150 beds	10(i)(a)	38.61 per shift	3.0%	39.77 per shift
In charge of ward/unit	10(i)(b)	23.98 per shift	3.0%	24.70 per shift
On call	10(ii)(a)	21.37 per 24 hrs or part thereof	3.0%	22.01 per 24 hrs or part thereof
On call on rostered days off	10(ii)(b)	42.75 per 24 hrs or part thereof	3.0%	44.03 per 24 hrs or part thereof
On call during meal break	10(ii)(c)	11.57 per period	3.0%	11.92 per period
Travelling Allowance	10(ii)(d) & (iii)	71.24 cents per kilometre	3.0%	73.38 cents per Kilometre
Climatic Allowance	11(i)	4.44 per week	3.0%	4.57 per week
Isolation Allowance	11(ii)	8.56 per week	3.0%	8.82 per week
Expense allowance for DONs	13			
Less than 100 beds		257.86 pa	3.0%	265.60 pa
100-299		514.64 pa	3.0%	530.08 pa
300-499		772.50 pa	3.0%	795.68 pa
Over 500 beds		1030.73 pa	3.0%	1061.65 pa
Uniform	16(iii)(a)	6.91 per week	3.0%	7.12 per week
Shoes	16(iii)(a)	2.15 per week	3.0%	2.21 per week
Cardigan or Jacket	16(iii)(b)	2.08 per week	3.0%	2.14 per week
Stockings	16(iii)(c)	3.60 per week	3.0%	3.71 per week
Socks	16(iii)(d)	0.72 per week	3.0%	0.74 per week
Laundry	16(iv)	5.78 per week	3.0%	5.95 per week
Meal on overtime	18(viii)	10.18 per meal	3.0%	10.49 per meal
Breakfast	28(i)(c)	3.81 per meal	3.0%	3.92 per meal
Other Meals*	28(i)(c)	6.90 per meal	3.0%	7.11 per meal

Table 3, Continuing Education Allowances

Item No.	Brief Description	Clause No.	Existing Rate \$	Increase	SWC 2014 First Pay Period \$
1	Continuing education allowance: Registered Nurse	10A (vii)	20.12 per week	3.0%	20.72 per week
2	Continuing education allowance: Registered Nurse	10A (viii)	33.53 per week	3.0%	34.54 per week
3	Continuing education allowance: Registered Nurse	10A(ix)	40.23 per week	3.0%	41.44 per week
4	Continuing education allowance: Enrolled Nurse	10A(x)	13.41 per week	3.0%	13.81 per week

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 16 December 2014 in accordance with the State Wage Case 2014 decision.

P. M. KITE , *Acting Justice*

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PRIVATE HOSPITALS, AGED CARE AND DISABILITY SERVICES INDUSTRY (TRAINING) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 805 of 2014)

Before The Honourable Acting Justice Kite

6 February 2015

VARIATION

1. Delete paragraph (x) of subclause (b) of Clause 6, Employment Conditions, of the award published 2 June 2000 (315 I.G. 1404) and reprinted 27 January 2012 (372 I.G. 680), as varied, and insert in lieu thereof the following:

- (x) Minimum and maximum hours of work for part-time employees specified in the Parent Award shall apply to part-time Trainees also.

Example of the calculation for the Wage Rate for a Part-Time Traineeship

A school student commences a Traineeship in Year 11. The ordinary hours of work in the Parent Award are 38. The Training Contract specifies two years (24 months) as the length of the Traineeship.

"Average weekly training time" is therefore $7.6 \times 12/24 = 3.8$ hours.

"Trainee hours" totals 15 hours; these are made up of 11 hours' work which is worked over 2 days of the week plus 1-1/2 hours on the job training plus 2-1/2 hours off the job approved training at school and at TAFE.

So the wage rate in Year 11 in 2014 is:

$$\$289 \times \frac{15 - 3.8}{30.4} = \$106.47 \text{ plus any applicable penalty rates under the Parent Award.}$$

The wage rate varies when the student completes Year 11 and passes the anniversary date of 1 January the following year to begin Year 12 and/or if "Trainee hours" changes.

2. Delete subclause (e) of Clause 7, Wages, and insert in lieu thereof the following:

(e) The rates of pay in this award include the further adjustments payable under the State Wage Case 2014. These adjustments may be offset against:

- (a) any equivalent over-award payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net State Wage Case and minimum rates adjustments.

3. Delete Part B, Monetary Rates and insert in lieu thereof the following:

Table 1 - Industry/Skill Level A

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill Level A.

2014 Adjustment

	Highest Year of Schooling Completed		
	Year 10 SWC 2014 (3%) \$	Year 11 SWC 2014 (3%) \$	Year 12 SWC 2014 (3%) \$
School Leaver	296.60	327.10	392.60
Plus 1 year out of school	327.10	392.60	457.20
Plus 2 years	392.60	457.20	531.10
Plus 3 years	457.20	531.10	607.10
Plus 4 years	531.10	607.10	607.10
Plus 5 years or more	607.10	607.10	607.10

The average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

Table 2 - Industry/Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill Level B.

2014 Adjustment

	Highest Year of Schooling Completed		
	Year 10 SWC 2014 (3%) \$	Year 11 SWC 2014 (3%) \$	Year 12 SWC 2014 (3%) \$
School Leaver	296.60	327.50	379.00
Plus 1 year out of school	327.50	379.00	437.80
Plus 2 years	379.00	437.80	515.00
Plus 3 years	437.80	515.00	586.10
Plus 4 years	515.00	586.10	586.10
Plus 5 years or more	586.10	586.10	586.10

The average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

Schedule A - page 3

Table 3 - Weekly Rates - Industry/Skill Level C

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

2014 Adjustment

	Highest Year of Schooling Completed		
	Year 10 SWC 2014 (3%) \$	Year 11 SWC 2014 (3%) \$	Year 12 SWC 2014 (3%) \$
School Leaver	296.60	327.50	376.00
Plus 1 year out of school	327.50	376.00	423.30
Plus 2 years	376.00	423.30	472.80
Plus 3 years	423.30	472.80	528.40
Plus 4 years	472.80	528.40	528.40
Plus 5 years or more	528.40	528.40	528.40

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

Table 4 - School-based Traineeships

2014 Adjustment

	Year of Schooling	
	Year 11 SWC 2014 (3%) \$	Year 12 SWC 2014 (3%) \$
School based Traineeships Skill Levels A, B and C	296.60	327.50

The average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

Table 5 - Hourly Rates for Trainees Who Have Left School

SKILL LEVEL A

2014 Adjustment

SKILL LEVEL A			
	Year 10 SWC 2014 (3%) \$	Year 11 SWC 2014 (3%) \$	Year 12 SWC 2014 (3%) \$
School leaver	9.77	10.77	12.91
1 year after leaving school	10.77	12.91	15.00
2 years +	12.91	15.00	17.49
3 years +	15.00	17.49	19.97
4 years +	17.49	19.97	19.97
5 years +	19.97	19.97	19.97

SKILL LEVEL B

2014 Adjustment

SKILL LEVEL B			
	Year 10 SWC 2014 (3%) \$	Year 11 SWC 2014 (3%) \$	Year 12 SWC 2014 (3%) \$
School leaver	9.77	10.77	12.49
1 year after leaving school	10.77	12.49	14.37
2 years +	12.49	14.37	16.90
3 years +	14.37	16.90	19.24
4 years +	16.90	19.24	19.24
5 years +	19.24	19.24	19.24

SKILL LEVEL C

2014 Adjustment

SKILL LEVEL C			
	Year 10 SWC 2014 (3%) \$	Year 11 SWC 2014 (3%) \$	Year 12 SWC 2014 (3%) \$
School leaver	9.77	10.77	12.36
1 year after leaving school	10.77	12.36	13.92
2 years +	12.36	13.92	15.53
3 years +	13.92	15.53	17.40
4 years +	15.53	17.40	17.40
5 years +	17.40	17.40	17.40

Table 6 - Hourly Rates for School-based Traineeships

2014 Adjustment

	Year of Schooling	
	Year 11 SWC 2014 (3%) \$	Year 12 SWC 2014 (3%) \$
Skills levels A, B and C	9.77	10.77

4. This Variation shall take effect from the beginning of the first full pay period to commence on or after 16 December 2014 in accordance with the State Wage Case 2014.

P. M. KITE , *Acting Justice*

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RESTAURANTS, &c., EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 31 of 2015)

Before The Honourable Acting Justice Kite

6 March 2015

VARIATION

1. Delete Part B, Monetary Rates of the award published 19 January 2001 (321 I.G. 759) and reprinted 27 January 2012 (372 I.G. 692), and insert in lieu thereof the following::

PART B**MONETARY RATES****Table 1 - Rates of Pay Per 38-Hour Week**

Classification	SWC 2013 2.27% \$	SWC 2014 2.38% \$
Grade 1	636.30	651.50
Grade 2	656.60	672.20
Grade 3	687.40	703.80
Grade 4	709.70	726.60
Grade 5	751.00	768.90
Grade 6	799.40	818.40
Grade 7	825.10	844.70

Table 2 - Other Rates and Allowances

Item. No	Clause No.	Brief Description	SWC 2013 2.27%	SWC 2014 2.38%
1	7.1	Meal Allowance	13.20	13.50
2	14.2	Apprentice's Tool Allowance	0.82	0.84
3	23.1	Laundry Allowance: - special clothing requiring ironing - special clothing not requiring ironing	3.82per day to a maximum of 11.50 2.15per day to a maximum of 6.65	3.90per day to a maximum of 11.80 2.20per day to a maximum of 6.80

2. This variation shall take effect from the first full pay period to commence on or after 16 December 2014.

P. M. KITE , *Acting Justice*

SECURITY INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 24 of 2015)

Before The Honourable Acting Justice Kite

6 March 2015

VARIATION

1. Delete Part B, Monetary Rates award published 6 May 2005 (350 I.G. 827) and reprinted 27 January 2012 (372 I.G. 722), and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Rates of Pay Per 38-Hour Week**

Classification	Previous Rate per week \$	New rate per week \$
Grade 1	722.70	739.90
Grade 2	744.70	762.40
Grade 3	758.10	776.10
Grade 4	771.70	790.10
Grade 5	798.20	817.20

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	Rate per Week from the first pay period to commence on or after 16 December 2014 \$	Rate per Shift from the first pay period to commence on or after 16 December 2014 \$
	12.1	Leading Hand Allowance		Casuals only
1		up to 5 employees	32.70	6.60
2		6 to 10 employees	37.10	8.40
3		11 to 15 employees	48.50	9.70
4		16 to 20 employees	55.90	11.20
5		Over 20 employees	55.90	11.20
6		for each employee exceeding 20,extra	0.82	0.20
7	12.2	Relieving Officer	32.50	
	12.3	First Aid Allowance		Casuals only
8		Industrial	18.40	3.70
9	12.4	Gun Allowance	12.70	2.60
10	12.5	Locomotion Allowance		All employees
11		Motor Vehicle/cycle		30.20
12		Bicycle		3.20
13	12.6	Meal Allowance		9.60
14	12.7	Fares Allowance		8.30
15	12.8	Overnight Meal Allowance		78.60

			Permanent Employees Rate Per Hour	Casual Employees Rate per Hour
16	12.9	Aviation Allowance	1.33	1.33

2. This variation shall take effect from the first full pay period to commence on or after 16 December 2014

P. M. KITE , *Acting Justice*

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SERIAL C8303

SHOP EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 32 of 2015)

Before The Honourable Acting Justice Kite

6 March 2015

VARIATION

1. Delete (i) of Table 1 - Wages, of Part B, Monetary Rates, of the award published 18 May 2001 and reprinted 27 January 2012 (372 I.G. 763) and insert in lieu thereof the following:

(i)

Group No	Description	Former Rate Per Week \$	SWC 2014 2.38% \$	Total Rate Per Week \$
1	Shop assistants, demonstrators, trolley collector, salespersons outdoor, employees driving a forklift or using mechanical equipment as required, the role of Santa Claus, ticket writers, mannequins, order hands, reserve stock hands (including reserve stock hands in theatre distributing services), employees delivering goods (other than newspapers and the like) by bicycle or tricycle, employees engaged in the cooking or the preparation of provisions for sale in the shop of the employer, cashiers in special shops, persons employed on information desks and/or on customer services or as full-time messengers, employees engaged in the installation (other than installation requiring trade skill), servicing, stocking, collection of money from, and preparation of, commodities for sale in automatic vending devices, employees engaged in the pre-packing, weighing, pricing of fruit and/or vegetables on the shop premises, employees principally engaged in hiring out activities in a shop, and waitresses in confection shops employed waiting on tables for two hours or more per day	697.90	16.60	714.50
2	(a) Window Dresser Employees principally engaged in dressing windows. (b) Window dressers under 21 years of age shall be paid as per Item 8 of table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the rates prescribed by subclause (c) of Clause 38 Wages.	705.20	16.80	722.00
3	Branch Supervisor Shop assistants engaged in supervising branch grocery shops	710.90	16.90	727.80
4	Shop Assistants in charge of a shop or a department in a shop not being a shop assistant temporarily in charge during the absence of persons ordinarily in charge of the shop or department, but including employees employed as relieving shop assistants in charge of a shop:			

	(i) Without the duty of buying - In charge of from nil to 4 assistants	711.00	16.90	727.90
	In charge of from 5 to 12 assistants	721.10	17.20	738.30
	In charge of from 13 to 25 assistants	733.70	17.50	751.20
	In charge of over 25 assistants	743.10	17.70	760.80
	(ii) With the duty of buying - In charge of from nil to 4 assistants	712.70	17.00	729.70
	In charge of from 5 to 12 assistants	724.00	17.20	741.20
	In charge of from 13 to 25 assistants	738.80	17.60	756.40
	In charge of over 25 assistants	747.30	17.80	765.10
5	Employees in charge of a motor and/or horse drawn vehicle selling stock carried on the vehicle products of a kind which usually are sold by confection/ take-away food shops Employees under the age of 21 years but not less than the age of 18 years shall be paid the percentages of the rate for an adult contained in (ii) of Table 1 - Clause 38 Wages.	718.80	17.10	735.90
6	Retail Merchandiser as defined by subclause (xi) of clause 2. Definitions	697.90	16.60	714.50

2. Delete Table 2 - Other Rates & Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 2 - Other Rates & Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5(a)	Night interval employees	2.64 per shift
2	5(a)	Night interval employees (working one night per week)	4.21 per shift
3	6(i) (b),(c) 36(i)(d) 6(ii)(a)	Meal Allowances	13.90
4	6(ii) 16(vii)	Breakfast Allowance	7.70
5	14(a)(ii)	General Shops - Loading for casual employees working on a Saturday: Engagements up to and including four hours - Adult employees	7.80 per shift 5.10 per shift
		Employees under 21 years of age	5.10 per shift
		Engagements exceeding four hours - Adult Employees	16.00 per shift
		Employees under 21 years of age	8.70 per shift
	14(a)(iii)	Special and Confection Shops - Loading for casual employees working on a Saturday: Adult Employees	7.80 per shift 5.10 per shift
		Employees under 21 years of age	5.10 per shift

6	14(c)(ii)	Confection Shop - Employees working after 10.00 p.m. on any night	2.20 each night
7	25(i)	Laundering Allowance (if any article requires ironing): Full-time employee Part-time and casual employee Maximum payment Laundering Allowance (if none of the articles require ironing): Full-time employee Part-time and casual employee Maximum payment	10.20 3.60 10.20 6.00 2.10 6.00
8	38(1)(i) 2(b)	Window Dressers under the age of 21	10.50 per week
9	35(i)(a)	Section Head	15.70 per week
10	35(i)(b)	Qualified adult automotive parts and accessories salesperson	35.50 per week
11	35(i)(c)	Employee with a licence under the Liquor Act 1982	24.40 per week
12	35(ii)(a)	Employee delivering goods	5.30 per week
13	35(ii)(b)	Employee engaged in photographic or other modelling	51.30 per week 10.30 per day
14	35(ii)(c)	First-aid attendant	2.00 per day
15	35(ii)(d)	Employee engaged to speak a second language	10.15 per week
16	35(ii)(e)	Ticket writer - At or over 21 years of age Under 21 years of age	21.00 per week 10.30 per week
17	35(iv)	Bicycle Allowance Motorcycle Allowance	12.60 per week 37.60 per week
18	35(iv)	Motor Car Allowance: car up to and including 2000cc car over 2000cc allowance per kilometre travelled	131.00 per week 156.00 per week 0.39 per km
19	35(iv)	Allowance for kilometre travelled: car under and including 2000cc car over 2000cc	0.59 per km 0.64 per km
	35(iv)	Part-time or Casual Retail Merchandiser local or Country, for the use of his/her vehicle.	0.711 per km
20	35(v)(a)(1)	Disability allowance for employees working in freezer room	9.80 per week
21	35(v)(b)(1)	Disability allowance for employees working in public dairy room	14.80 per week
22	35(v)(c)(1)	Disability allowance for employees backfilling in a freezer room	19.90 per week

23	36(i)(a)	Casual hourly rate of pay for persons employed at trade fairs, etc., between 9.00 a.m. and 6.00 p.m., with a minimum payment of six hours -	
		At 19 years of age and over	18.07 per hour
		Under 19 years of age	17.72 per hour
	36(ii)(b)	Saturday Loading -	
Adult Employees		7.80	
		Under 21 years	5.10

3. This variation shall take effect from the first full pay period to commence on or after 16 December 2014.

P. M. KITE , *Acting Justice*

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TRANSPORT INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 28 of 2015)

Before The Honourable Acting Justice Kite

6 March 2015

VARIATION

1. Delete clause 2A. Commitment of the award published 20 April 2000 and reprinted 27 January 2012 (372 I.G. 855) and insert in lieu thereof the following:

2A. Commitment

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.

The terms of the preceding paragraph do not prevent the parties from taking any proceedings to respect to the interpretation, application or enforcement of existing award provisions.

2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wages (Clause 1.1 - General Rates)**

	Former Rate Per Week \$	SWC 2014 2.38 % \$
Transport Worker Grade One	721.40	738.60
Transport Worker Grade Two	741.90	759.60
Transport Worker Grade Three	756.20	774.20
Transport Worker Grade Four	768.70	787.00
Transport Worker Grade Five	800.60	819.70
Transport Worker Grade Six	808.70	827.90
Transport Worker Grade Seven	832.90	852.70
Transport Worker Grade Eight	882.70	903.70

Table 2 - Wages (Clause 1.2 Mobile Cranes &c., Rates)

	Former Rate Per Week \$	SWC 2014 2.38 % \$
(i) Mobile Cranes		
Grade A	875.90	896.70
Grade B	895.80	917.10
Grade C	915.40	937.20
Grade D	935.00	957.30

Additional Amount	19.80	20.30
(ii) Mobile Hydraulic Platforms		
Grade A	799.10	818.10
Grade B	803.50	822.60
Grade C	832.50	852.30
Grade D	852.50	872.80
Grade E	875.90	896.70
Additional Amount	1.90	1.90
Grade F	875.90	896.70
(iii) Crane Offsider	875.90	896.70
(iv) Advanced Crane Offsider	915.40	937.20

Table 3 - Wages (Clause 1.3 - Ancillary Plant Drivers)

	Former Rate Per Week \$	SWC 2014 2.38 % \$
Grade A	814.00	833.40
Grade B	838.00	857.90
Grade C	852.20	872.50
Grade D	862.30	882.80
Grade E	870.50	891.20
Grade F	903.50	925.00

Table 4 - Wages (Clause 1.4 - Mobile Concrete Pump Driver/Operators)

	Former Rate Per Week \$	SWC 2014 2.38 % \$
Grade A	787.10	805.80
Grade B	803.50	822.60
Grade C	832.50	852.30
Grade D	852.50	872.80
Grade E	875.90	896.70
Additional Amount	1.90	1.90

Table 5 - Wages (Clause 1.5 Furniture Removals)

	Former Rate Per Week \$	SWC 2014 2.38 % \$
Furniture Removalist Offsider	728.90	746.20

Table 6 - Wages (Clause 1.6 - Chauffeurs)

	Former Rate Per Week \$	SWC 2014 2.38 % \$
Chauffeurs/drivers of vehicles used for the purpose of carrying persons	727.50	744.80

Table 7 - Allowances

Item No.	Clause No.	Brief Description	Old Rate SWC 2012 (2.5%) \$	New Rate SWC 2014 (2.38 %) \$
1	2.1	Furniture Removals	32.10 per week	32.90 per week
2	2.2.1	Driving agitator trucks	0.63 per hour	0.64 per hour
3	2.2.1	Maximum Payment - agitator trucks	24.60 per week	25.20 per week
4	2.2.2	Delivery/placement of concrete rate	2.00 per week	2.00per week
5	2.3	Leading Hands	38.80 per week	39.70 per week
6	2.4	Collecting Butcher Bones, Fat, etc.	8.10 per week	8.30per week
7	2.5	Extra Horses	20.10 per horse	20.60per horse
8	2.6	Working in Forests	25.40 per week	26.00 per week
9	2.7.1.2	Long/wide loads	2.00 per hour Or part thereof	2.00 per hour Or part thereof
10	2.7.1.2	Long/wide loads - minimum payments	8.10 per day	8.30 per day
11	2.7.1.3	Long/wide loads	3.80 per hour Or part thereof	3.90 per hour Or part thereof
12	2.7.1.3	Long/wide loads - minimum payment	15.00 per day	15.40 per day
13	2.7.2	Rear-end steering	5.50 per day	5.60 per day
14	2.7.2	Rear-end steering - minimum payment	22.00 per day	22.50 per day
15	2.8	HIAB cranes, etc.	35.30 per day	36.10 per day
16	2.9	Removal and Delivery of Furniture, etc.	6.40 per day	6.60 per day
17	2.1	Handling diapers - weekly employees	2.70 per week	2.80per week
18	2.1	Handling diapers - casual employees	0.52 per day	0.53 per day
19	2.11	In charge of plant	18.90 per week	19.30 per week
20	2.12.1	Collecting moneys - > \$30 - \$150	6.10 per week	6.20 per week
21	2.12.2	Collecting moneys - > \$150 - \$250	8.50 per week	8.70 per week
22	2.12.3	Collecting moneys - > \$250 - \$400	12.30 per week	12.60 per week
23	2.12.4	Collecting moneys - > \$400 - \$600	18.00 per week	18.40per week
24	2.12.5	Collecting moneys - \$600	23.90 per week	24.50 per week
25	2.13.1	Carrying goods - on the level	1.20 per tonne	1.20 per tonne
26	2.13.2	Carrying goods - upstairs	1.80 per tonne	1.80 per tonne
27	2.14	Carrying salt	1.20 per tonne	1.20per tonne
28	2.15.1.1	Obnoxious materials - soda, ash, etc.	1.10 per hour	1.10 per hour
29	2.15.1.2	Obnoxious materials - oxides	0.80 per hour	0.80 per hour
30	2.15.2	Obnoxious materials - loading and unloading	1.10 per hour	1.10 per hour
31	2.15.3	Obnoxious materials - transportation	0.60 per hour	0.60 per hour
32	2.15.7	Obnoxious materials - blast furnaces, etc.	0.90 per hour	0.90 per hour
33	2.16	First Aid	2.60 per day	2.70per day
34	2.17	Garaging	24.70 per week	25.30 per week

Table 8 - Travelling and Living Away Allowance (Clause 7)

Item No.	Clause No.	Brief Description	Former Rate SWC 2012 \$	New Rate SWC 2014 \$
1	7.4.3	Overnight Expenses	43.30 per day	44.30 per day
2	7.6	Weekend/Holiday Expenses	40.10 per day	41.10 per day
3	7.7	Camping out - weekly	93.30 per week	95.50per week
4	7.7	Camping out - daily	13.50 per day	13.80 per day

Table 9 - Meal Allowances (Clause 8)

Clause No.	Brief Description	Former Amount \$	New Amount 2014 \$
8.2.1	Meal Allowance	13.20	13.50

Table 10 - Long Distance Rates (Clause 14)

Item No.	Classification	Former Amount (cents/km)	New Amount 2014 (cents/km)
1	Transport Workers Grade 7 and below	33.90	34.70
2	Transport Worker Grade 8	35.50	36.30

Table 11 - Income Protection On Six Day Rosters - Saturday (Clause 3.2.1)

	Former Rate Per Week (\$)	New Rate 2014 Per Week (\$)
Transport Worker Grade One	582.30	596.20
Transport Worker Grade Two	602.80	617.10
Transport Worker Grade Three	616.80	631.50
Transport Worker Grade Four	628.60	643.60
Transport Worker Grade Five	660.80	676.50
Transport Worker Grade Six	668.30	684.20
Transport Worker Grade Seven	692.00	708.50
Transport Worker Grade Eight	741.40	759.00

Table 12 - Income Protection On Six Day Rosters - Sunday (Clause 3.2.2)

	Former Rate Per Week (\$)	New Rate 2014 Per Week (\$)
Transport Worker Grade One	649.20	664.70
Transport Worker Grade Two	671.90	687.90
Transport Worker Grade Three	687.60	704.00
Transport Worker Grade Four	701.30	718.00
Transport Worker Grade Five	736.50	754.00
Transport Worker Grade Six	745.40	763.10
Transport Worker Grade Seven	772.20	790.60
Transport Worker Grade Eight	827.10	846.80

Table 13 - Income Protection On Seven Day Rosters - Saturday And Sunday (Clause 3.2.3)

	Former Rate Per Week \$	New Rate 2014 Per Week \$
Transport Worker Grade One	871.50	892.20
Transport Worker Grade Two	901.90	923.40
Transport Worker Grade Three	923.00	945.00
Transport Worker Grade Four	941.40	963.80
Transport Worker Grade Five	988.70	1012.20
Transport Worker Grade Six	1000.60	1024.40
Transport Worker Grade Seven	1036.80	1061.50
Transport Worker Grade Eight	1110.30	1136.70

3. This variation shall take effect from the beginning of the first pay period to commence on or after 16 December 2014.

P. M. KITE , *Acting Justice*

Printed by the authority of the Industrial Registrar.

SERIAL C8307

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA15/2 - Manly Council Rangers Enterprise Agreement 2014-2017

Made Between: Manly Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: Replaces EA04/304.

Approval and Commencement Date: Approved and commenced 12 February 2015.

Description of Employees: The agreement applies to all Rangers employed by Manly Council, located at 1 Belgrave Street, Manly, who fall within the coverage of the Local Government (State) Award 2014.

Nominal Term: 36 Months.

EA15/3 - Manly Council Waste Service Enterprise Agreement 2014 - 2017

Made Between: Manly Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: Replaces EA03/175.

Approval and Commencement Date: Approved and commenced 12 February 2015.

Description of Employees: Applies to employees employed within the Waste Management Service in the capacity of Coordinator, Supervisor, Yard Person, Supervisor, Team Leader, Driver or Loader in conjunction with the Local Government (State) Award 2014.

Nominal Term: 36 Months.

EA15/4 - Lake Macquarie City Council Enterprise Agreement 2014

Made Between: Lake Macquarie City Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

New/Variation: Replaces EA11/3.

Approval and Commencement Date: Approved and commenced 23 February 2015.

Description of Employees: The agreement applies to all employees in Lake Macquarie City Council, located at 126-138 Main Road, Speers Point NSW 2284, except those designated as Senior Staff under section 332 of the Local Government (State) Award Axt 1993.

Nominal Term: 48 Months.

SERIAL C8308

**CONTRACT AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)

CA15/1 - Holcim (Australia) Pty Ltd NSW Concrete Lorry Owner Driver Contract Agreement

Made Between: Holcim (Australia) Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 25 February 2015.

Description of Employees: This Agreement applies to Lorry Owner Drivers engaged by Hocim (Australia) Pty Ltd, located at 799 Pacific Highway, Chatswood NSW 2067, to supply and operate concrete trucks and agitators within New South Wales.

Nominal Term: 36 Months.