

CROWN EMPLOYEES (RURAL FIRE SERVICE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 106 of 2012)

Before The Honourable Mr Justice Staff

12 April 2012

REVIEWED AWARD

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PART A

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2. Title

- 2.1 This Award shall be known as the Crown Employees (Rural Fire Service) Award.

3. Parties to the Award

- 3.1 Department of Rural Fire Service and Director-General of the Department of Premier and Cabinet; and

- 3.2 Public Service Association and Professional Officer's Association Amalgamated Union of New South Wales.

4. Definitions

- 4.1 "Act" means the Public Sector Employment and Management Act 2002.
- 4.2 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 4.3 "At the convenience of" means the operational requirements permit the staff member's release from duty or that satisfactory arrangements can be made for the performance of the staff member's duties during the absence.
- 4.4 "Award" means an award as defined in the Industrial Relations Act 1996.
- 4.5 "Business Unit" means a section or part of the organisation that has a dedicated budget and/or corporate goals or objectives that need to be achieved as part of the overall strategic plan for the Rural Fire Service.
- 4.6 "Casual Employee" means any employee engaged in terms of Chapter 2, Part 2.6 Casual Employees, of the Public Sector Employment and Management Act 2002 and any guidelines issued thereof or as amended from time to time.
- 4.7 "Conditions Award" means the Crown Employees (Conditions of Employment) 2009 Award or award replacing it.
- 4.8 "Commissioner" means the Division Head or Chief Executive Officer of the Rural Fire Service or a person authorised by the Commissioner through delegated authority.
- 4.9 "Duty Officer" means a staff member rostered for duty or operating after hours, as directed by the Commissioner (under the Rural Fires Act), to serve as coordinator of the Commissioner's emergency response organisation by receiving and passing on reports and other information, alerting reserve resources when necessary, liaising with other organisations involved in emergency response and performing normal duties as required.
- 4.10 "Incident" means an unscheduled activity such as wildfire suppression, flood or storm relief, search and rescue, cetacean rescue, accident and substance spill attendance, or as otherwise approved by the Commissioner, but does not include hazard reductions.
- 4.11 "Incident Controller" means a staff member who has been appointed by the Commissioner and is responsible for incident activities including the development and implementation of strategic decisions and approving the ordering and releasing of resources.
- 4.12 "Incident Duties" means all work involved in incidents for which there is Rural Fire Service participation from when an event is declared an incident, until it is declared over by the incident controller.
- Duties may include the initial reporting, reconnaissance, organisation of resources, control, mop up, control to completion of incident duties, and may involve office duties in the organisation and direction of the emergency response as well as work at the scene (refer to the Major Incident Conditions clause in this Award).
- 4.13 "JCC" - means the RFS Joint Consultative Committee that meets on a regular basis to formally address matters of mutual interest and concern, and encourage and facilitate workplace reform and equitable, innovative and productive workplace relations.
- 4.14 "Major Incident Conditions" means the conditions that apply in circumstances where an incident is declared by the Commissioner.

- 4.15 "Normal work", for the purposes of the Grievance and Dispute Settling Procedures in this Award, means the work carried out in accordance with the staff member's position at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.
- 4.16 "On-call (General)" means, unless already eligible for an on-call allowance under an annualised arrangement or other industrial instrument, a staff member shall be entitled to be paid an on call allowance when directed by the Rural Fire Service to be on call outside the staff member's normal working hours.
- 4.17 "On-call (Major Incident)" means the requirement for staff, as defined by this Award, to respond to the Rural Fire Service's matters while on or off duty without necessarily returning to their normal place of employment or residence, the response being necessary to assist in bringing an incident to a satisfactory conclusion.

This requirement does not include times when such staff members are on approved annual or long service leave.

- 4.18 "SERM Act" means the State Emergency and Rescue Management Act 1989.
- 4.19 "Service" or "Rural Fire Service" or "RFS" means the Department of Rural Fire Service as defined in Schedule 1 of the Act and also referred to as the NSW Rural Fire Service.
- 4.20 "Staff" or "Staff Member" means an officer or a temporary employee (including District, Head Office, Region and Service Support Centre) as defined in the Act and, unless otherwise specified in this Award, includes both full-time and part-time staff.

5. Classification and Salary Rates

- 5.1 The classification under this award is titled "RFS Officer".
- 5.2 The salary rates are set out in Part B Monetary Rates, Schedule A - Salary Rates - RFS Officers and Schedule B - Salary Rates - RFS Officers (OCSC) of this award.
- 5.3 The salary rates are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement award.
- 5.4 In accordance with the arrangement commencing 1 July 2001, salary rates in Schedule A are inclusive of annual leave loading.
- 5.5 Senior Management positions are classified and graded as RFS Officers Level 14, Level 15 or Level 16.
- 5.6 There is no broad banding of the Senior Management Levels 14, 15 and 16.
- 5.7 Annual incremental progression within a level or broad banded levels shall be:
- 5.7.1 On the anniversary of appointment to a position; and
- 5.7.2 Subject to a satisfactory performance report by the Supervisor.

6. Conditions of Employment

- 6.1 The staff members regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the Public Sector Employment and Management Act 2002, the Public Sector Employment and Management Regulation 2009, Crown Employees (Public Service Conditions of Employment) Award 2009 and the Crown Employees (Public Sector - Salaries 2008) Award or any awards replacing these awards.

- 6.2 Where there may be inconsistencies between this Award and the Crown Employees (Public Service Conditions of Employment) Award 2009, or any other public service award, agreement or industrial instrument that would otherwise cover staff of the Rural Fire Service, the arrangements in this Award shall prevail.

7. Hours of Work

- 7.1 Notionally staff will work a 35-hour week worked any time from Monday to Sunday.
- 7.2 The normal working week shall be Monday to Friday with standard office hours from 9.00am to 5.00pm.
- 7.3 The bandwidth for working the 35 hours will normally be between 7.00am and 7.00pm unless otherwise agreed.
- 7.4 The Rural Fire Service shall take appropriate measures to comply with the provisions of the Industrial Relations Act 1996 which require that the ordinary hours of employment of staff shall not exceed a maximum of 35 hours per week, averaged over a 12 week period.
- 7.5 Staff members shall attend their place of employment for sufficient hours to perform their duties and to service Business Unit clients. The duties are those as defined in the approved Position Description for the job and the agreed performance management criteria for the position staff are appointed to or in which they are acting.
- 7.6 A settlement period shall be each calendar month for the purposes of the taking or accumulation of an agreed absence.
- 7.7 Local arrangements between staff and supervisors will be aimed at achieving the key result areas for each position in compliance with the Corporate Plan and the corresponding Business Plan for each Business Unit.
- 7.8 Standard hours are set and regular hours of operation as determined by the Commissioner from time to time to meet organisational requirements.
- 7.9 Overtime is all time approved or directed to be worked before 7.30am or after 6.00pm on a normal workday between Monday to Friday, or on weekends and public holidays at the direction of the Commissioner.

8. Attendance and Working Arrangements

- 8.1 There are no fixed rules regarding attendance times or days and subsequently, there is no requirement upon individuals to maintain any formal record of hours worked.
- 8.2 Staff members may however choose to keep their own personal record or diary of hours worked to ensure the provisions of the Industrial Relations Act 1996 as defined in subclause 7.4 of clause 7, Hours of Work are complied with.
- 8.3 Within the parameters of this clause, staff covered by this arrangement may reach mutual agreement with their supervisor regarding hours of work.
- 8.4 Such working hours need to be sufficient to satisfy the working requirements of the Business Unit in accordance with agreed performance criteria.
- 8.5 Each Business Unit will maintain a daily register of staff attendance.
- 8.6 This register will also serve as the Monthly Leave Return required for auditing purposes to confirm attendance of staff at work.

9. Background to Work Hours Arrangements

- 9.1 The arrangements set out in this clause are those that apply to all categories of staff covered by this Award unless otherwise specified by the Commissioner in accordance with subclause 7.8 of clause 7, Hours of Work.
- 9.2 The work hours scheme is based on a high level of trust and mutual respect between management and staff and is designed to build on and maximise the level of positive communication and understanding between management and staff.
- 9.3 Management and staff agree that achievement of Corporate Goals, meeting deadlines, provision of client services and completion of tasks in accordance with commitments is the business of the Rural Fire Service.
- 9.4 The work hours scheme is designed to provide a professional approach to the conduct of the Rural Fire Service as a business with a substantial volunteer base, with a balance between working life and private life for each staff member and typified by "a fair day's pay for a fair day's work".

10. Requirement to Work Additional Hours

- 10.1 The Commissioner may require a staff member to perform duty beyond the hours determined under this award but only if it is reasonable for the staff member to be required to do so.
- 10.2 A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours.
- 10.3 In determining what is unreasonable, the following factors shall be taken into account:
 - 10.3.1 the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - 10.3.2 any risk to staff member health and safety,
 - 10.3.3 the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
 - 10.3.4 the notice (if any) given by the Commissioner regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
 - 10.3.5 any other relevant matter.

11. Agreed Absences

- 11.1 Staff members covered by this arrangement shall be entitled to one day off per calendar month every calendar year (except staff on standard hours) in recognition of the hours worked and professional commitment to the organisation.
- 11.2 The day to be absent from work shall be referred to as an "agreed absence" and shall be taken at a time that is mutually agreed between the staff member and supervisor.
- 11.3 By agreement, and at the convenience of the Rural Fire Service, more flexible arrangements in relation to agreed absences may be made between staff members and supervisors on a local basis to meet personal and business requirements.
- 11.4 To meet either unforeseen circumstances or regular deadlines such as end of financial year accounts processing, staff members and supervisors may agree that staff members may postpone an agreed absence for one or more months.

- 11.5 The taking of postponed agreed absences is a matter for local arrangement between the staff member and his or her supervisor.
- 11.6 Subject to agreement, up to 5 agreed absences may be conserved by a staff member during any one calendar year, during which time:
- 11.6.1 conserved days may be taken, subject to arrangement with the supervisor; or
- 11.6.2 up to five (5) agreed absences may be "cashed in" at the staff member's ordinary salary rate of pay.
- 11.6.3 conserved days in excess of five (5) at the end of each calendar year will be forfeited unless the Commissioner approves otherwise.

12. Annualised Conditions Allowance (ACA)

- 12.1 The ACA is an allowance paid in lieu of all foreseeable on-call, after hours, excess travelling time, programmed overtime, uniform/laundry and garage/carport.
- 12.2 This is an all-inclusive allowance capped at the maximum payable rate of 15% of the salary in Schedule A, Salary Rates - RFS Officers, in accordance with the Matrix below:

	Program Overtime	After Hours	Excess Travel Time	On-call	Garage/Carport	Uniform/Laundry	
Scenario 1	✓	✓	✓	✓	✓	✓	15.00%
Scenario 2	✓	✓	✓		✓	✓	14.00%
Scenario 3	✓	✓		✓	✓	✓	13.00%
Scenario 4	✓		✓	✓	✓	✓	12.00%
Scenario 5	✓		✓	✓			11.50%
Scenario 6	✓	✓			✓	✓	11.00%
Scenario 7	✓		✓		✓	✓	10.50%
Scenario 8	✓		✓			✓	10.00%
Scenario 9	✓			✓	✓	✓	9.00%
Scenario 10	✓			✓			8.50%
Scenario 11		✓	✓		✓	✓	8.00%
Scenario 12	✓				✓	✓	7.00%
Scenario 13	✓						6.50%
Scenario 14		✓			✓	✓	6.00%
Scenario 15			✓		✓	✓	5.00%

- 12.3 Where no scenario exists in the Matrix to meet the particular requirements of an eligible staff member, the next nearest percentage shall be requested with an accompanying submission with full justification, and if supported by the manager, referred to the Commissioner for due consideration.
- 12.4 The Director Membership and Strategic Services is to be informed of any such approvals.
- 12.5 The exception to subclause 12.1 of this clause is where major incident conditions are declared or where extenuating circumstances exist and are approved by the Commissioner.
- 12.6 The ACA must be applied for by a staff member and duly approved by an officer with the appropriate RFS delegation.
- 12.7 The ACA applies to a position and not to a staff member.
- 12.8 Where a staff member in receipt of the ACA is seconded or temporarily transferred to a position (or on a special project) for a period greater than 3 months and that position does not attract the ACA, they will not receive the allowance for the period they occupy the temporary position.

- 12.9 A staff member in receipt of the ACA may, on an annual basis as at 30 June, elect to opt out of the ACA and revert to the normal award provisions as they may apply.
- 12.10 The applicability of the ACA is reviewed annually as at 30 June against the functionality of the position through the ACA Review Panel.
- 12.11 The ACA Review Panel comprises representatives from the RFS and the Association and it makes recommendations to the Commissioner.
- 12.12 A staff member who does not agree with the outcome of a particular review or decision in relation to this clause may access the Service's Grievance Handling Procedures for resolution.
- 12.13 The ACA is not considered salary for superannuation and termination purposes.

13. After Hours Allowance

- 13.1 The After Hours Allowance is payable to staff for work undertaken outside of normal hours of duty where the staff member will be required to be available for contact and immediate response to a call and any minor follow up work that may result from a call.
- 13.2 This allowance is not payable where a staff member is eligible for an annualised allowance under clause 12, Annualised Conditions Allowance of this Award.
- 13.3 A weekly allowance as per Item 1 of Schedule C, Allowances of Part B, Monetary Rates shall be paid to cover all time outside the normal working hours that a staff member is required to be available for contact and immediate response to a call.
- 13.4 In support of payment of such an allowance, and where determined by the Commissioner, this arrangement shall include the provision of an appropriate work area to perform the functions required by the Rural Fire Service.
- 13.5 The allowance shall compensate the staff member for routine incidents and minor follow-up work that may result from a call.
- 13.6 Where a staff member is rostered on duty under this clause on a public holiday, a day in lieu will be given and is to be taken at a mutually agreeable time.
- 13.7 This allowance can be rotated to accommodate other staff members rostered on to undertake these duties as required.
- 13.8 In special circumstances, application may be made to the Commissioner for the payment of overtime over and above this allowance where extenuating circumstances can be demonstrated that would not normally be covered by the intent of this clause.

14. District Support Staff/Fleet Positions and Allowances

- 14.1 The Commissioner shall, on application, approve the payment of the appropriate allowances as set out in Item 2 of Schedule C, Allowances of Part B, Monetary Rates.
- 14.2 Training and Multi-skilling
 - 14.2.1 Following the provision of adequate in house training, district support staff/fleet shall be required to undertake a range of basic cross-classification activities within statutory limitations.
 - 14.2.2 District support staff/fleet shall be required to undertake such cross classification activities when there is insufficient work in a staff member's normal classification or where the reallocation of staff is required to meet the Rural Fire Service's exigencies.

14.2.3 Any district support staff/fleet undertaking cross-classification activities in terms of this subclause is required to carry out those activities in a responsible and competent manner.

14.3 The Rural Fire Service may enter into arrangements to engage Apprentices.

14.4 The District Staff (Fleet) Allowances in Item 2 of Schedule C, Allowances of Part B, Monetary Rates of this award are increased in accordance with the relevant tool allowances in the Crown Employees (Skilled Trades) Award as varied from time to time, and the Crown Employees Wages Staff (Rates of Pay) Award 2008 or any replacement award for the electrical trades.

15. Major Incident Conditions

15.1 The following conditions apply in circumstances where an incident is declared and/or approved by the Commissioner or State of Emergency as declared under the SERM Act until such time as the declaration of the incident is lifted.

15.2 Conditions

15.2.1 For the purpose of calculating payment for incident duty, the salary rate shall be the staff member's substantive salary rate in Schedule A or Schedule B of Part B, Monetary Rates.

15.2.2 Call out to attend an incident will be paid in accordance with the provisions of this Award.

15.2.3 All travel to and from an incident will be paid as if part of the incident.

15.2.4 Start and finish times:

15.2.4.1 On a normal rostered day on, start will be from normal workplace and finish will be on return to normal workplace, plus 30 minutes.

15.2.4.2 On a rostered day off, start will be on leaving place of abode and finish will be on return to place of abode, plus 30 minutes.

15.2.4.3 Where it is not possible to return to place of abode or normal workplace, start will be on leaving accommodation and finish will be at the time of the call and finishing time will be on return to accommodation, plus 30 minutes.

15.2.5 A normal shift is 7 hours, but staff members may be required to work up to a maximum of 12 hours. However, the initial shift following the declaration of an incident may extend to a maximum of 16 hours within the 24-hour period.

15.2.6 The intention of this Award is to allow flexibility in exceptional circumstances; e.g., new crews arriving late, unforeseeable worsening of the incident.

15.2.7 A minimum 10-hour break, not including travelling time, must be taken between shifts.

15.2.8 After completion of 3 consecutive shifts on incident duties a 24-hour break, with payment at single time rates, shall be provided before continuing with incident duties. The 24-hour break is to be extended to 5 shifts for staff members carrying out support functions (i.e., Catering Teams, Administration Assistance).

15.2.9 It is the responsibility of the Incident Controller or nominee to ensure that reasonable shift and rest periods are adhered to.

15.2.10 If a staff member is away from their own place of work for the purposes of attending an incident, and are not required to work and it is not possible to return to their home, seven hours normal pay will be paid per day until they return home or to their usual place of work, whichever is the sooner.

- 15.2.11 Staff members required to work on their allocated agreed absence will be allowed to bank the day off to be cashed in or taken at a later date in accordance with the work hours arrangements in this Award.
- 15.2.12 Staff members directed to return from annual leave to attend an incident will be compensated for pre-paid accommodation and return travel from their leave destination to home at either first class rail travel or economy air travel rate for themselves and any dependents or at official business rate if a private vehicle is used.
- 15.2.13 Staff members will be further compensated by single hourly rate for all hours travelled. Such staff members will have the same option as staff members called from an agreed absence day off.
- 15.2.14 No staff member shall have time deducted from pay for meal breaks unless they are actually relieved of incident duties for the period of the break and clean-up time, e.g., 30-45 minutes. Where meals are provided to a staff member on the ground and eaten in conjunction with incident duties, no deduction will be made from pay.

15.3 Payment Associated With Incidents

15.3.1 Shift Loadings:

A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:

Day	at or after 6am and before 10am	Nil
Afternoon	at or after 10am and before 1pm	10%
Afternoon	at or after 1pm and before 4pm	12½%
Night	at or after 4pm and before 4am	15%
Night	at or after 4am and before 6am	10%

15.3.2 The loadings specified in this subclause shall only apply to shifts worked from Monday to Friday.

15.3.3 Weekends and Public Holidays:

For the purpose of this clause any shift, the major portion of which is worked on a Saturday, Sunday or Public Holiday, shall be deemed to have been worked on a Saturday, Sunday or Public Holiday and shall be paid as such.

15.3.4 Saturday Shifts:

Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday, which is not a public holiday, shall be paid for such shifts at ordinary time and one half.

15.3.5 Sunday Shifts:

Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday, which is not a public holiday, shall be paid for such shifts at ordinary time and three quarters.

15.3.6 Public Holidays:

For shift workers working on a Public Holiday, the following shall apply:

15.3.6.1 Where a shift worker is required to and does work on a Public Holiday, the shift worker shall be paid at two and a half times the rate for time worked.

- 15.3.6.2 Such payment shall be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;
- 15.3.6.3 a shift worker rostered off duty on a Public Holiday shall be paid one day's pay for that Public Holiday or have one day added to his/her annual holidays for each such day;
- 15.3.7 These allowances shall not apply to any overtime worked.
- 15.3.8 Staff in receipt of an ACA shall have access to overtime in accordance with the provisions of this clause at the rate of salary in Schedule A, Salary Rates - RFS Officers.
- 15.4 Family
 - 15.4.1 The Rural Fire Service will compensate staff members for additional dependent care expenses (receipts must be provided) relating to time worked during the incident.
 - 15.4.2 This must be arranged with the Incident Controller as soon as practical and each case will be assessed by the Incident Controller and approved by the Commissioner.
- 15.5 Provision of Meals and Accommodation whilst Working on Incident
 - 15.5.1 The Rural Fire Service will generally provide meals, including breakfast, lunch and dinner, and provide supper for staff members working night shift.
 - 15.5.2 If no meal is supplied, a payment of an amount per meal as set out in the Crown Conditions Award shall be made.
 - 15.5.3 Wherever possible, staff members will be allowed to return home or the Rural Fire Service will provide suitable accommodation.
 - 15.5.4 Where returning home or to other accommodation is not possible or practical and the staff members are required to camp, they will be paid the appropriate allowance as set out in the Conditions Award.
- 15.6 "On call"
 - 15.6.1 "On call" means the requirement for staff, as defined by this Award, to respond to the Rural Fire Service's matters while on or off duty without necessarily returning to their normal place of employment or residence, the response being necessary to assist in bringing an incident to a satisfactory conclusion.
 - 15.6.2 This requirement does not include times when such staff are on approved annual or long service leave.

16. Operations Customer Support Centre (Ocsc)

- 16.1 The shift work provisions of the Conditions Award shall apply unless otherwise specified in this clause.
- 16.2 Roster Details
 - 16.2.1 The OCSC will operate on a 24 hour per day, 7 days per week basis across the whole year.
 - 16.2.2 Roster arrangements shall be outlined in advance for staff.
 - 16.2.3 The rotating roster covers a 12 week period and staff will be rostered an equitable allocation of shifts across the period and therefore across a full year.

16.3 Time Span of Each Shift

16.3.1 The two shift rosters operating each day for staff will be:

- (i) Day Shift 6am (06:00) to 6pm (18:00)
 - (ii) Night Shift 6pm (18:00) to 6am (06:00)
- Swing Shift Rostered as required

16.3.2 Staff members will be rostered to undertake 35 x 12-hour shifts per 12 weeks for a total of 420 ordinary hours.

16.4 Swing Shift

16.4.1 A "swing shift" (SS) will be allocated where the need arises to cover busy periods.

16.4.2 The Swing Shift may be staffed by an RFS staff member or by agency staff member through an employment agency with suitable staff.

16.5 Staffing

16.5.1 Each shift will consist of an RFS Officer (OCSC Senior Operator) Level B and an RFS Officer (OCSC Operator) Level A.

16.6 Averaging-Out Shift Penalties (ASP)

16.6.1 The shift penalties applicable have been 'Averaged-Out' for all OCSC staff - abbreviated to the "ASP".

16.6.2 The ASP allows OCSC staff members to receive a consistent fortnightly salary payment, which removes the need for frequent salary adjustment due to rotating shift arrangements.

16.6.3 The calculation of the ASP based on the 12-week roster is as follows:

Shifts	Type of Shift	Hours	Total	Loading		Total	
12	Mon to Fri - Day	12:00	144:00	0%	0	144:00	
11	Mon to Fri - Night	12:00	132:00	15%	19.80	151.80	
	Mon to Fri Total						295:80
6	Saturday Total	12:00	72:00	50%	36:00	108:00	
6	Sunday Total	12:00	72:00	75%	54.00	126.00	
	Sat and Sun Total						234:00
	Total Hours Paid						529:80

529:80 paid hours divided by 420 ordinary hours = 1.2614

To express 1.26 as a percentage: (1.2614 x 100%) = 126.14%

Therefore ASP = 26.14%

16.6.4 The ASP is paid for all normal rostered work undertaken plus during periods of annual leave, sick leave, family and community leave, special leave and study leave.

16.6.5 The ASP will not compensate for Public Holidays, overtime worked and during periods of extended leave, parental leave and military leave.

16.6.6 Public Holidays and overtime will be paid at the appropriate Award rate.

16.7 Shiftwork Rostering and Administration

- 16.7.1 In compliance with the staffing requirement of this clause, a minimum of two (2) people is required on every shift.
- 16.7.2 Shift rosters will be developed to ensure the equitable allocation of shifts to all OCSC staff wherever possible across the whole twelve (12) week period.
- 16.7.3 Formal handovers will occur towards the end of the twelve (12) hour shift by the Senior OCSC Operator through the completion in writing of the appropriate pro forma documentation currently used in the OCSC.
- 16.7.4 Extra shifts will be filled using the swing shift facility. RFS may use existing staff on overtime or temporary agency staff on contract to staff the swing shifts as required.
- 16.7.5 Staff meetings and announcements shall be through e-mail which has proved to be the most efficient and equitable way to communicate with staff to date.
- 16.7.6 If a staff member is to be absent from duty because of illness or other emergency, the staff member shall notify or arrange for another person to notify the supervisor as soon as possible of the staff member's absence and the reason for the absence. Wherever possible, staff shall preferably provide a minimum of 24 hours notice.
- 16.7.7 Where a staff member stays back to cover the late arrival of another staff member, the extra hours past the twelve (12) hour shift shall be calculated at applicable overtime rates. Staff members shall not be expected to work more than four (4) extra hours.
- 16.7.8 Payment for overtime shall be made only where the staff member works approved or directed overtime.
- 16.7.9 Staff who wish to change an allocated shift on the roster can do so through mutual agreement with another staff member but must formally notify their manager of such a change as soon as this is agreed in writing.
- 16.7.10 The Rural Fire Service will maintain its ongoing support to flexible work practices to assist staff meet their family and community service commitments on a case-by-case basis.

16.8 Other Leave Entitlements

16.8.1 With the operation of a twelve (12) hour shift all leave taken will be calculated on an hourly basis as demonstrated below with the sick leave comparison:

Sick leave for non-shift workers			Sick leave for 12 hr OCSC shift workers			
	Accrual	Debit		Accrual		Debit
Full Day	7:00 hrs	7:00 hrs	Full Day	7:00 hrs	Full Shift	12:00 hrs
½ Day	3:30 hrs	3:30 hrs	½ Day	3:30 hrs	½ Shift	6:00 hrs
¼ Day	1:75 hrs	1:75 hrs	¼ Day	1:75 hrs	¼ Shift	3:00 hrs
Sick Leave Entitlement is 15 days			Sick Leave Entitlement is 105 hours			

15 days at 7 hours = Total converted entitlement of 105 hours.

16.8.2 The same conversions apply to other leave such as annual leave:

20 days at 7 hours = Total converted entitlement of 140 hours.

16.9 Meal Breaks

- 16.9.1 The shift roster provides for a one-hour paid crib break during a twelve (12) hour shift taken in two 30 minute allocations.
- 16.9.2 Where a staff member works an additional shift as approved or directed overtime, the paid crib breaks as per 16.9.1 shall also apply.
- 16.9.3 No staff member shall be required to work more than five (5) consecutive hours without a meal break.
- 16.9.4 OCSC Staff members may take a 10-minute tea break provided that the discharge of public business is not affected and, where practicable; they do so out of the view of the public contact areas.

16.10 Opportunities for Training and Personal Development

- 16.10.1 The twelve-week shift roster provides for operational training to be undertaken during normal shift hours Monday to Friday in keeping with current practice.

16.11 Annual Leave and Annual Leave Loading

- 16.11.1 OCSC staff will be entitled to 4 weeks annual leave (converted to 140 hours), which includes four weekends or rest days.
- 16.11.2 Payment for leave loading is replaced by the ASP which attracts a higher remuneration level.

16.12 Salary Rates and Classification

- 16.12.1 The salary rates in Part B Monetary Rates, Schedule B, RFS Officers (OCSC) of this award apply to OCSC staff members.

17. Staff Members who are Volunteer Members

17.1 General

- 17.1.1 Staff members who are volunteer members of, but not limited to:

NSW Rural Fire Service;

Bushwalkers' Federation;

Cave Rescue Association;

State Emergency Service;

Royal Volunteer Coastal Patrol;

Volunteer Rescue Association of NSW (or affiliated groups); or

Wireless Institute Civil Emergency Network;

Australian Volunteer Coast Guard Association.

May be granted special leave of up to 5 days in any period of 12 months for the purpose of assisting as volunteers in one of the above-mentioned organisations.

17.1.2 However, this situation does not cover declared emergencies as described in subclause 17.2, Declared Emergencies of this clause.

17.1.3 A staff member who is a volunteer as described in this clause requires the permission of their supervisor, or have pre approval, prior to attending any such volunteer activities.

17.1.4 A supervisor may only approve of a volunteer attending a callout if it will have minimal affect on the normal routine of the office.

17.2 Declared Emergencies

17.2.1 If a situation arises requiring an incident response, or an incident is declared under section 44 of the Rural Fires Act 1997 or a State of Emergency is declared under the SERM Act, staff who volunteer to assist are granted special leave with no limit.

17.2.2 Leave granted under paragraph 17.2.1 is in addition to any leave granted in paragraph 17.1.1 of this clause.

17.2.3 Volunteers may attend subject to the provisions of this clause.

17.3 Proof of Attendance at Emergencies

17.3.1 An application for leave must be accompanied by a statement from the Incident Controller, the Local or Divisional Controller, or the Police, certifying the times of attendance.

17.3.2 The leave application should indicate the period and area of attendance together with the name of the organisation to which the volunteer member belongs.

17.4 Rest Periods

17.4.1 If a volunteer staff member remains on emergency duty for several days, the Commissioner may grant special leave to allow reasonable time for recovery before returning to duty.

17.4.2 If a volunteer staff member assists in a rescue or major incident at a time such that it would be unreasonable to expect them to report for duty at the normal time, the Commissioner may grant up to 1 day special leave for rest.

17.4.3 In the emergency referred to in the preceding two paragraphs is not a declared emergency, the leave granted is included in the general 5 day annual limit prescribed in subclause 17.1, General of this clause.

17.5 Bush Fire Fighting Training Courses

17.5.1 Rural Fire Service volunteers nominated to attend courses approved by the Rural Fire Service or by organisations recognised by the Rural Fire Service are to be granted the necessary special leave to attend, up to a maximum of 10 working days in any period of 12 months.

17.5.2 Approval of leave is subject to the Rural Fire Service's convenience and written confirmation of attendance.

17.6 State Emergency Service Courses

17.6.1 If the Director-General of State Emergency Service considers it essential that an SES volunteer staff member attend a course of training or lectures, the Commissioner should make every effort to release the staff member from duty. If the staff member is so released, the necessary absence from work is regarded as being on duty.

17.6.2 The Director-General of the State Emergency Service may nominate SES volunteer staff members for attendance at courses of training or lectures when their attendance is not regarded as

essential. In these circumstances special leave may be granted for the time staff members are absent from duty.

17.6.3 A certificate of attendance is not necessary. The State Emergency Service will advise the Rural Fire Service whether attendance is required and any non-attendance will be reported to the Rural Fire Service.

17.7 Other Courses with Volunteer Groups as Listed Above

17.7.1 The Commissioner may grant special leave to attend training courses for any other approved voluntary group as listed above.

18. Grievance and Dispute Resolution Procedures

- 18.1 All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Rural Fire Service, if required.
- 18.2 A staff member is required to notify in writing their immediate Supervisor (unless the grievance is with an immediate Supervisor in which case the notification may be made to the next level of management) as to the substance of the grievance, dispute or difficulty, requesting a meeting to discuss the matter, and if possible, state the remedy sought.
- 18.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act 1977) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Commissioner or delegate.
- 18.4 The immediate Supervisor or other appropriate officer shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 18.5 If the matter remains unresolved with the immediate Supervisor, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter.
- 18.6 The person at the next level of management shall respond within two (2) working days, or as soon as practicable.
- 18.7 The staff member may pursue this sequence of reference to successive levels of management until the matter is referred to the Commissioner.
- 18.8 The Commissioner may refer the matter to the Director-General of the Department of Premier and Cabinet for consideration.
- 18.9 Either party may request a mutually agreed mediator to assist in the resolution of the matter.
- 18.10 If the matter remains unresolved, the Commissioner shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 18.11 A staff member, at any stage, may request to be represented by their Association or agent.
- 18.12 The staff member or the Association or agent on their behalf or the Commissioner may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 18.13 The staff member, Association, Agent, Rural Fire Service and director-General of the Department of Premier and Cabinet shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

18.14 Whilst the procedures outlined in subclauses 18.1 to 18.12 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties.

18.15 In the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

19. Anti-Discrimination

19.1 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.

19.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by 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.

19.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise a staff member because the staff member has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

19.4 Nothing in this clause is to be taken to affect:

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

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

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

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

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

19.5.1 Employers and employees may also be subject to Commonwealth Anti-Discrimination Legislation.

19.5.2 Section 56(d) of the Ant-Discrimination Act 1977 provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

20. Area, Incidence and Duration

20.1 This award shall apply to officers, Departmental temporary employees and Casual employees as defined in the Public Sector Employment and Management Act, 2002 employed in the NSW Rural Fire Service listed in Schedule 1, Part 1, to the Public Sector Employment and Management Act, 2002.

20.2 The changes made to the Award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect from 12 April 2012.

- 20.3 Changes made to this award subsequent to it first being published on 26 February 2010 (369 I.G. 1317) have been incorporated into this award as part of the review.
- 20.4 The award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

21. Schedule a- Salary Rates - Rfs Officers

21.1 These rates are inclusive of Annual Leave Loading.

Classification and Grades	1.7.11 \$ Per annum +2.5%
RFS Officer Level 1	
Year 1	31,616
Year 2	38,236
Year 3	41,211
Year 4	42,339
Year 5	44,127
Year 6	44,927
Year 7	46,040
Year 8	47,746
Year 9	49,473
Year 10	51,299
RFS Officer Level 2	
Year 1	54,127
Year 2	55,718
RFS Officer Level 3	
Year 1	57,271
Year 2	58,842
RFS Officer Level 4	
Year 1	60,511
Year 2	62,336
RFS Officer Level 5	
Year 1	64,282
Year 2	66,257
RFS Officer Level 6	
Year 1	71,429
Year 2	73,684
RFS Officer Level 7	
Year 1	76,571
Year 2	78,816
RFS Officer Level 8	
Year 1	81,178
Year 2	83,607
RFS Officer Level 9	
Year 1	87,089
Year 2	89,856
RFS Officer Level 10	
Year 1	92,535
Year 2	95,138
RFS Officer Level 11	
Year 1	99,022

Year 2	101,971
RFS Officer Level 12	
Year 1	107,024
Year 2	111,567
RFS Officer Level 13	
Year 1	118,554
Year 2	123,775
RFS Officer Level 14	
Year 1	138,497
Year 2	149,234
RFS Officer Level 15	
Year 1	151,756
Year 2	162,455
RFS Officer Level 16	
Year 1	167,894
Year 2	184,296

22. Schedule B - Salary Rates - Rfs Officers (Ocsc)

22.1 These rates are NOT inclusive of Annual Leave Loading.

Classification	Progression	1st pay period on or after 1 July 2011 \$
RFS Officer Level A (OCSC Operator)	Year 1	35,345
	Year 2	37,729
	Year 3	40,662
	Year 4	41,771
	Year 5	43,539
	Year 6	44,329
	Year 7	45,428
	Year 8	47,108
	Year 9	48,816
	Year 10	50,619
RFS Officer Level B (OCSC Senior Operator)	Year 1	53,407
	Year 2	54,977
	Year 3	56,509
	Year 4	58,060

23. Schedule C - Allowances

Item No.	Clause No.	Allowances	Per Week 1.7.11 \$		
1	13	After Hours Allowance	250.00		
2	14	District Staff (Fleet) Allowances			
		Body Maker	26.20		
		Motor Mechanic	26.20		
		Electrical Mechanic	16.87		

C.G. STAFF J

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