

**The Fire Fighting Industry Award—Exposure Draft was first published on 15 December 2014. Subsequent amendments to the draft are as follows:**

<b>Publication date</b>	<b>Reason for amendments</b>	<b>Clauses affected</b>
16 October 2015	Incorporate changes resulting from <a href="#">[2015] FWCFB 3023</a>	21.2, 21.3(b)
	Incorporate changes resulting from <a href="#">[2015] FWCFB 3500</a> , <a href="#">PR566791</a> , and <a href="#">PR566920</a>	12, 13, 16, 17, Schedule A, Schedule B
	Incorporate changes in accordance with <a href="#">[2014] FWCFB 9412</a>	1.2, 1.3, 1.5, 2.1, 2.3, 3, 5.1, 15.3, 21, 22, 23, 25, 26, 27, Schedule D
	Incorporate changes resulting from <a href="#">[2015] FWCFB 4658</a>	1.1, 1.2, 1.3, 14, 21, Schedule A, Schedule D
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	Incorporate changes resulting from <a href="#">[2016] FWCFB 3953</a> <a href="#">PR583002</a>	5.2, 21, Schedule E, Schedule F
	Incorporate changes resulting from <a href="#">[2016] FWCFB 4579</a> <a href="#">PR584101</a>	5.2, 19.8, Schedule G
	Incorporate changes resulting from <a href="#">[2016] FWCFB 7254</a>	9.2(a), 9.5(h), 9.5(h), 20.3(a), 21.2
	<a href="#">Exposure draft</a>	
13 June 2017	Note added	Schedule A
	Correct error	B.1
	Incorporate changes resulting from <a href="#">[2016] FWCFB 8025</a> , <a href="#">PR587553</a>	6, 9, 10, 19, 20, 21
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22 February 2019	Correct error from previous draft	10
	Correct cross reference	16.3(b)
	Incorporate change resulting from <a href="#">PR583002</a>	21.8 (a) (deleted)

The Fire Fighting Industry Award—Exposure Draft was first published on 15 December 2014. Subsequent amendments to the draft are as follows:		
Publication date	Reason for amendments	Clauses affected
	Incorporate changes resulting from <a href="#">[2017] FWCFB 3433</a>	1.2, 3.2, 3.3, 21, 29, Schedule D
	Incorporate changes resulting from <a href="#">PR598110</a>	Schedule C
	Incorporate changes resulting from <a href="#">[2018] FWCFB 3500</a> , <a href="#">PR606437</a> , <a href="#">PR606587</a>	12, 13, 16, 17, Schedule A, Schedule B
	Incorporate changes resulting from <a href="#">[2018] FWCFB 3936</a> , <a href="#">PR609445</a>	25A
	Incorporate changes resulting from <a href="#">PR701683</a>	Schedule C
	Incorporate changes resulting from <a href="#">[2018] FWCFB 5986</a>	19.1
	Incorporate changes resulting from <a href="#">[2018] FWCFB 6863</a> , <a href="#">PR701514</a>	4A
	Administrative changes by Modern Awards team	5.2, 14
	Incorporate changes resulting from <a href="#">[2018] FWCFB 4735</a> , <a href="#">PR610146</a>	14
	Incorporate changes resulting from <a href="#">[2018] FWCFB 4704</a> , <a href="#">PR610277</a>	4, 26, 28, 28A, 29
	Incorporate changes resulting from <a href="#">[2019] FWC 905</a>	6.3, 19.1, 21.3
<p>A text box indicates that the Exposure Draft has been amended.</p> <p>Changes agreed to by parties appear in red text.</p> <p>Underlined text indicates new text that is to be included as a result of a technical and drafting decision.</p> <p>Strikethrough text indicates existing text that is to be deleted as a result of a technical and drafting decision.</p> <p>Changes resulting from a determination are incorporated without any underlined text or strikethrough text.</p>		

# EXPOSURE DRAFT

## Fire Fighting Industry Award 20XX

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Fire Fighting Industry Award 2010* (the Fire Fighting Award) as at 15 December 2014. This exposure draft does not seek to amend any entitlements under the Fire Fighting Award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/202](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

This draft does not represent the concluded view of the Commission in this matter.

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## Part 1—Application and Operation

### 1. Title and commencement

1.1 This award is the *Fire Fighting Industry Award 20XX*.

Clause 1.2 amended in accordance with [\[2017\] FWCFB 3433](#) at [328]

1.2 ~~This modern award, as varied, commenced operation on 1 January 2010. This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.~~

1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

1.4 Schedule D—Definitions sets out definitions that apply in this award.

1.5 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

### 2. The National Employment Standards and this award

2.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.

2.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.

2.3 The employer must ensure that copies of this award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

### 3. Coverage

3.1 This industry award covers employers throughout Australia in the fire fighting industry and their employees in the classifications listed in clause 8—Classifications to the exclusion of any other modern award.

Definition of **fire fighting industry** retained in coverage clause in accordance with [\[2017\] FWCFB 3433](#) at [339]

3.2 For the purposes of this award the **fire fighting industry** means:

- (a) the suppressing and extinguishing of fires;

- (b) the provision of rescue services (other than by police, ambulance, a State Emergency Service or the military) at the scene of accidents, explosions or other emergencies;
- (c) the handling of spillages of toxic or hazardous materials in emergency situations (other than in a marine environment or by an employer in relation to its own property, premises or products); and
- (d) the prevention of fires and the sale, supply, installation, maintenance, repair and/or inspection of fire protection equipment other than fixed or semi-fixed fire protection systems by an employer otherwise in the fire fighting industry by virtue of clause 3.2(a).

**3.3** This award does not cover:

References to 'Fair Work Act' changed to 'the Act'. See [\[2017\] FWCFCB 3433](#) at [350]

- (a) employees excluded from award coverage by the ~~*Fair Work Act 2009*~~ (Cth) (~~the Act~~) [Act](#);
- (b) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees; or
- (c) employees who are covered by a State reference public sector modern award or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

**3.4** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

**4. Individual flexibility arrangements**

Clause 4 substituted in accordance with [PR610277](#)

- 4.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
- (a) arrangements for when work is performed; or
  - (b) overtime rates; or
  - (c) penalty rates; or
  - (d) allowances; or

- (e) annual leave loading.
- 4.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 4.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 4.4** An employer who wishes to initiate the making of an agreement must:
  - (a) give the employee a written proposal; and
  - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 4.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 4.6** An agreement must do all of the following:
  - (a) state the names of the employer and the employee; and
  - (b) identify the award term, or award terms, the application of which is to be varied; and
  - (c) set out how the application of the award term, or each award term, is varied; and
  - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
  - (e) state the date the agreement is to start.
- 4.7** An agreement must be:
  - (a) in writing; and
  - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 4.8** Except as provided in clause 4.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 4.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 4.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 4.11** An agreement may be terminated:
  - (a) at any time, by written agreement between the employer and the employee; or

- (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

- 4.12** An agreement terminated as mentioned in clause 4.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 4.13** The right to make an agreement under clause 4 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

#### **4A. Requests for flexible working arrangements**

Clause 4A inserted in accordance with [PR701514](#)

##### **4A.1 Employee may request change in working arrangements**

Clause 4A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](#).

Note 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: Clause 4A is an addition to s.65.

##### **4A.2 Responding to the request**

Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

Note 1: The employer must give the employee a written response to an employee's s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).



**4A.3 What the written response must include if the employer refuses the request**

Clause 4A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 4A.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 4A.2, the written response under s.65(4) must:
  - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee’s circumstances; and
  - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

**4A.4 What the written response must include if a different change in working arrangements is agreed**

If the employer and the employee reached an agreement under clause 4A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

**4A.5 Dispute resolution**

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 4A, can be dealt with under clause 29—Dispute resolution.

**5. Facilitative provisions**

**5.1** A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.

**5.2** Facilitative provisions in this award are contained in the following clauses:

Clause 5.2 amended in accordance with [PR587553](#) to include the facilitative provision in clause 9.4 (previously clause 10).

Clause	Provision	Agreement between an employer and:
9.4	<u>Ordinary hours of work and rostering—public sector; day work</u>	<u>The majority of affected employees</u>
9.6(c)	Special duties roster	The majority of affected employees

Clause	Provision	Agreement between an employer and:
10.3(b)	Ordinary hours of work and rostering—private sector; day work	The majority of affected employees
10.4(b)	Ordinary hours of work and rostering—private sector; shiftwork	The majority of affected employees
19.8	Time off instead of payment for overtime	An individual
21.4	Annual leave in advance	An individual
21.5	Cashing out of annual leave	An individual
24.4	Substitution of public holidays	An individual

## Part 2—Types of Employment and Classifications

### 6. Types of employment—public sector

#### 6.1 Types of employment

- (a) An employer in the public sector may employ a person in any classification in this award on a full-time basis.
- (b) An employer in the public sector may employ employees at the classification Qualified Firefighter or above on a part-time basis.

#### 6.2 Full-time employment

A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week.

#### 6.3 Part-time employment

- (a) A part-time employee is an employee who:
  - (i) works less than the full-time hours of 38 ordinary hours per week;
  - (ii) has reasonably predictable hours of work; and
  - (iii) receives, on a pro rata basis, equivalent pay and conditions to those full-time employees who do the same kind of work.
- (b) At the time of engagement as a part-time employee, the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.
- (c) Any agreed variation to the hours of work will be recorded in writing.

- (d) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.
- (e) All time worked in excess of the hours as agreed under clause 6.3(b) or varied under clause 6.3(c) will be overtime and paid for at the rates prescribed in clause 19—Overtime.

Parties are asked to comment on the wording of clause 6.3(f) see [\[2019\] FWC 905](#).

- (f) A part-time employee employed under the provisions of this clause must be paid for ~~ordinary hours worked at the minimum hourly rate~~ on a pro-rata basis, equivalent to those employees employed on a 10/14 roster as prescribed in clause 12—Minimum wages—public sector.

## 7. Types of employment—private sector

7.1 An employer in the private sector may only employ a person in a classification in this award on the following basis:

- (a) full-time; or
- (b) part-time.

7.2 At the time of engagement, an employer must inform each employee, in writing:

- (a) whether the employee is a full-time or part-time employee; and
- (b) of the classification level to which the employee has been appointed.

### 7.3 Full-time employment

A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week.

### 7.4 Part-time employment

- (a) A part-time employee:
  - (i) works less than 38 ordinary hours per week;
  - (ii) has reasonably predictable hours of work; and
  - (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- (b) At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.
- (c) Any agreed variation to the hours of work will be recorded in writing.
- (d) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.

- (e) All time worked in excess of the hours as agreed under clause 7.4(b) or varied under clause 7.4(c) will be overtime and paid for at the rates prescribed in clause 19—Overtime
- (f) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the appropriate hourly rate prescribed in clause 13—Minimum wages—private sector.

## 8. Classifications

The classifications for employees covered by this award are:

- 8.1 **Recruit** means a probationary employee, who is undertaking the fire fighting recruit training course.
- 8.2 **Firefighter Level 1** means an employee who has successfully completed the recruit training course.
- 8.3 **Firefighter Level 2** means an employee who has completed 12 months' service and has successfully completed all Firefighter Level 1 modules.
- 8.4 **Firefighter Level 3** means an employee who has completed 24 months' service and has successfully completed all Firefighter Level 2 modules.
- 8.5 **Qualified Firefighter** means an employee who has completed a minimum of 36 months' service and possesses the Certificate of Proficiency.
- 8.6 **Leading Firefighter** means an employee who has a minimum of 48 months' service and has been appointed by the employer to Leading Firefighter.
- 8.7 **Station Officer** means an employee who has completed a minimum of five years service, with at least one year as Qualified Firefighter, and who is appointed as a Station Officer.
- 8.8 **Senior Station Officer** means an employee who has completed a minimum of two years' service as a Station Officer and has completed the Advanced Certificate and who is appointed as a Senior Station Officer.
- 8.9 **Fire Service Communications Controller** means an employee engaged by a public sector fire service employer as such to ensure that the employer's workplace is provided with a high standard of communications to allow the service to operate in the most efficient and effective manner, in accordance with relevant standard operating procedures.

## Part 3—Hours of Work

### 9. Ordinary hours of work and rostering—public sector

- 9.1 This clause only applies to public sector employers and their employees.

## 9.2 Employees working a 10/14 roster

- (a) Full-time employees working a 10/14 roster will be rostered and work an average of 42 hours per week, two hours of which will be overtime work and paid for as such and the remaining two hours will be taken as annual/accrued leave in accordance with the roster laid down for this purpose. Part-time employees working a 10/14 roster will be rostered and work hours as agreed under clause 6.3(b) or varied under clause 6.3(c).
- (b) The rostered hours of such employees will not exceed:
  - (i) 14 on any one day;
  - (ii) 48 in any one week;
  - (iii) 96 in 14 consecutive days;
  - (iv) 192 in 28 consecutive days; or
  - (v) 336 in 56 consecutive days.
- (c) Employees working on a 10/14 roster will be entitled to at least 48 hours' notice of a change of rostered shift.

## 9.3 Employees not working a 10/14 roster

- (a) Full-time employees (other than recruits) who are not working a 10/14 roster will be required to work an average of 42 hours per week, two hours of which will be overtime work and paid for as such and the remaining two hours will be taken as accrued leave. Part-time employees who are not working a 10/14 roster will be rostered and work hours as agreed under clause 6.3(b) or varied under clause 6.3(c).
- (b) **A Full-Time Fire Service Communications Controller**

In addition to clause 9.3(a), a full-time Fire Service Communications Controller will work a 12 hour continuous roster over a cycle of eight weeks with:

  - (i) a day shift of 7.00 am to 7.00 pm; and
  - (ii) a night shift of 7.00 pm to 7.00 am,

subject to the rostering requirements in clauses 9.2(b) and (c) and clause 9.5(c).
- (c) Where an employee is required to undertake duties that are outside of the standard hours for the work location the following will apply:
  - (i) where such activity involves normal activities a minimum break between periods of duty of 10 hours will apply; and
  - (ii) where such activity involves a major fire or major incident a minimum break between periods of duty of 12 hours will apply.

- (d) Full-time employees (other than recruits) not working a 10/14 roster, will receive the same total weekly wage as employees on a 10/14 roster in accordance with clause 12.

**9.4 Day work**

Employees may be employed on day work in which they may be required to work up to 10 ordinary hours per day, between the hours of 7.00 am and 6.00 pm, Monday to Sunday. If the employer and a majority of affected employees agree, up to 12 ordinary hours per day may be worked.

**9.5 10/14 roster system**

- (a) Employees working a 10/14 roster will be rostered as follows:

	First week						Second week						Third week						Fourth week														
	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					
<b>A Platoon</b>				D	D	N		N				D	D		N	N					D					D	N	N					
Hours	34						34						38						38														
<b>B Platoon</b>			D	D	N	N					D	D	N	N					D	D	N					N					D	D	
Hours	48						48						34						34														
<b>C Platoon</b>	D	D	N	N				D	D	N	N						D	D	N	N									D	D	N	N	
Hours	48						48						48						48														
<b>D Platoon</b>	N	N				D		D	N	N					D	D	N	N									D	D	N	N			
Hours	38						38						48						48														
	Fifth week						Sixth week						Seventh week						Eighth week														
	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					
<b>A Platoon</b>	D	D	N	N				D	D	N	N				D	D	N	N												D	D	N	N
Hours	48						48						48						48														
<b>B Platoon</b>	N	N				D		D	N	N					D	D	N	N									D	D	N	N			
Hours	38						38						48						48														
<b>C Platoon</b>				D	D	N		N				D	D		N	N					D					D	N	N					
Hours	34						34						38						38														
<b>D Platoon</b>			D	D	N	N					D	D	N	N					D	D	N					N					D	D	
Hours	48						48						34						34														

- (b) For the purposes of the 10/14 roster:

- (i) Day (D): 8.00 am to 6.00 pm; and
  - (ii) Night (N): 6.00 pm to 8.00 am.
- (c) The roster may be varied for part-time employees, employed on special duties and to provide that during the first year of service employees may be rostered for up to five consecutive day duties.
- (d) The roster, once compiled, will not be departed from, except:
- (i) to meet an emergency;
  - (ii) due to sickness or other unexpected or unavoidable cause;
  - (iii) by personal agreement between the employer and the employee(s) concerned; or
  - (iv) when an employee is required to attend training in accordance with the provisions of clause 17.8.
- (e) A shiftworker required for relieving or other special duties may stand by on a day shift or other day work without loss of any shift penalty. An employee will be entitled to 48 hours' notice of any change from stand-by to rotating shift or from rotating shift to stand-by except in the case of an emergency.
- (f) The following will apply in the event of an alarm being received at the station during roll call that requires any station to stand by or turn out for a fire:
- (i) the oncoming shift will man the appliances and if required proceed to the fire; and
  - (ii) the off going shift will remain on duty if required until the other shift returns, or until otherwise directed, when it will be dismissed.
- (g) When an off going shift is proceeding to, or attending a fire or alarm when the oncoming shift reports at a station at the prescribed time of a change of shift:
- (i) the oncoming shift will, after roll call, proceed to the fire if ordered to do so;
  - (ii) the officer or senior member of the oncoming shift will report the arrival of the shift to the officer-in-charge of the fire without delay;
  - (iii) the off going shift will remain on duty at the fire until relieved;
  - (iv) the officer-in-charge at the fire may, if in their judgment it is expedient, hold both the oncoming and off going shifts for duty at the fire; and
  - (v) if the off going shift is not held at the fire or detailed at the fire for duty elsewhere, it will report back to the station and remain available until the other shift returns or until otherwise directed, when it will be dismissed.
- (h) In the event of one or more members of the oncoming shift being absent, an equal number of members in the shift on duty may be detained on duty until such time as they are relieved. Nothing in clause 9.5(h) is 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.

- (i) Subject to the provisions of this clause, every employee will be dismissed punctually from their rostered shift.

#### **9.6 Special duties roster**

- (a) A special duties roster may be introduced into any permanently manned fire station to increase the day manning capability.
- (b) The hours of duty for full-time employees will be 42 hours per week over a seven day cycle. The hours of duty for part-time employees will be as agreed under clause 6.3(b) or varied under clause 6.3(c).
- (c) The roster of hours will be between 7.45 am and 6.15 pm, comprising four day shifts worked either:
  - (i) Monday to Thursday; or
  - (ii) Tuesday to Friday; or
  - (iii) any other configuration agreed between the employer and a majority of affected employees.
- (d) Arrangements may be made for employees to vary from one day shift to another, or from day work to shiftwork.
- (e) Full-time employees operating under this roster will receive the same total weekly wage and annual leave provisions as Firefighters on a 10/14 shift roster in accordance with clause 12.

#### **9.7 Emergency roster**

- (a) Employees may be required to work an emergency roster to cover protracted major fires or incidents.
- (b) The following general conditions will apply:
  - (i) the hours of duty will be 12 hours on and 12 hours off;
  - (ii) all travelling time is time on duty;
  - (iii) when an employee is placed on the emergency roster while on duty at their respective place of work, then the hours already worked for that shift will be cumulative with hours worked on the duty roster;
  - (iv) any hours calculated to be in excess of the normal weekly average will be paid at overtime rates;
  - (v) when an employee is normally rostered for duty at their respective place of work on the day following stand down from the emergency roster, then they will not be required to work that shift unless they have been off duty for a minimum of 12 hours before the starting time of that shift; and



- (vi) employees will be reimbursed for the cost of meals and accommodation. This provision will not apply if meals and accommodation are provided by the employer.

## **10. Ordinary hours of work and rostering—private sector**

**10.1** This clause only applies to private sector employers and their employees.

### **10.2 Ordinary hours of work**

The ordinary working hours for full-time employees will be an average of 38 per week, over a cycle of up to eight weeks.

### **10.3 Day work**

- (a) Ordinary hours are worked between the hours of 7.00 am and 6.00 pm, Monday to Sunday.
- (b) Employees may be required to work up to 10 ordinary hours per day. However, if the employer and a majority of affected employees agree, up to 12 ordinary hours per day may be worked.

### **10.4 Shiftwork**

- (a) An employee may be required to work shiftwork in accordance with this clause.

- (b) **Shift rosters**

Shiftworkers may be required to work shifts of up to 10 consecutive ordinary hours (including meal breaks). However, by agreement between the employer and a majority of affected employees, a shift of up to 12 hours may be worked.

- (c) **10/14 roster**

- (i) Despite clause 10.4(b), shiftworkers may be required to work a 10/14 roster in accordance with the roster set out in clause 9.5(a).
- (ii) Employees working a 10/14 roster will work an average of 42 hours per week. Of those 42 hours:
  - two hours will be overtime and paid for as such; and
  - two hours will be taken as annual/accrued leave in accordance with the roster laid down for this purpose.
- (iii) The rostered hours of such employees will not exceed:
  - 14 on any one day;
  - 48 in any one week;
  - 96 in 14 consecutive days;
  - 192 in 28 consecutive days; or

- 336 in 56 consecutive days.

**(d) Change of rosters**

The employer may vary a roster on seven days' notice.

**10.5 Emergency roster**

- (a)** Employees may be required to work an emergency roster to cover protracted major fires or incidents.
- (b)** The following general conditions will apply:
  - (i)** the hours of duty will be 12 hours on and 12 hours off;
  - (ii)** all travelling time to be deemed as on duty;
  - (iii)** when an employee is placed on the emergency roster while on duty at their respective place of work, then the hours already worked for that shift will be cumulative with hours worked on the duty roster;
  - (iv)** any hours calculated to be in excess of the normal weekly average will be paid at overtime rates;
  - (v)** when an employee is normally rostered for duty at their respective place of work on the day following stand down from the emergency roster, then they will not be required to work that shift unless they have been off duty for a minimum of 12 hours before the starting time of that shift; and
  - (vi)** employees will be reimbursed for the cost of meals and accommodation. This provision will not apply if meals and accommodation are provided by the employer.

**10.6** This clause applies to:

- (a)** all public sector employers and their employees; and
- (b)** private sector employers and their employees who are shiftworkers.

**10.7 Paid meal breaks**

- (a)** Employees will be provided with a one hour paid meal break during each shift. An employee remains on duty during the meal break.
- (b)** Subject to operational requirements, meal breaks will be taken at regular times and within five hours of commencing duty.

**10.8 Paid rest period during overtime**

An employee will be allowed a paid rest period of 20 minutes after each four hours of overtime worked, if the employee continues to work after the rest break.

**10.9 Paid crib break during fire duty**

Employees performing fire duty continuously for a period of three hours or more are entitled to a paid 30 minute crib break.

**10.10 Time for shower and change**

Employees engaged on any duty which requires a shower and change of clothes, will be allowed 15 minutes for this purpose.

**10.11 Rest and recline**

**(a) Employees other than Fire Service Communications Controllers (public sector)**

Employees on night shift, other than Fire Service Communications Controllers in the public sector, will be permitted to recline and sleep between the hours of 11.00 pm and 7.00 am, only when there is no work to be performed by them.

**(b) Fire Service Communications Controllers (public sector)**

Fire Service Communication Controllers on night duty will be permitted to recline and sleep on a recliner chair when there is no work to be done.

**11. Breaks—private sector day workers**

**11.1** This clause applies to private sector employers and their employees who are day workers.

**11.2 Meal break**

**(a)** Employees will be provided with an unpaid meal break of a minimum of half an hour, to be taken between 12 noon and 2.00 pm.

**(b)** If, during the meal break, an employee is directed to remain at the normal place of employment, the meal break will be paid.

**11.3 Paid morning and afternoon tea break**

Employees will be provided with a paid morning and afternoon tea break of 10 minutes each.

**11.4 Paid rest period during overtime**

An employee working overtime will be allowed a paid rest period of 20 minutes after each four hours of overtime worked, if the employee continues to work after the rest break.

**11.5 Paid crib break during fire duty**

Employees performing fire duty continuously for a period of three hours or more are entitled to a paid 30 minute crib break.

**11.6 Time for shower and change**

Employees engaged on duty which requires a shower and change of clothes, will be allowed 15 minutes for such purpose.

## Part 4—Wages and Allowances

### 12. Minimum wages—public sector

Monetary amounts adjusted as a result of AWR 2018

A public sector employer must pay employees the following minimum wages:

Classification	Minimum weekly wage: 38 hours	Shift loading: 30% of the minimum weekly wage	Average 40 hours loading: 10.5263% of the combined minimum weekly wage and shift loading	Total weekly wage
	\$	\$	\$	\$
Recruit	749.40	-	-	749.40
Firefighter Level 1	749.40	224.82	102.55	1,076.77
Firefighter Level 2	760.00	228.00	104.00	1,092.00
Firefighter Level 3	772.90	231.87	105.77	1,110.54
Qualified Firefighter	837.40	251.22	114.59	1,203.21
Leading Firefighter	958.10	287.43	131.11	1,376.64
Station Officer	1038.60	311.58	142.12	1,492.30
Senior Station Officer	1118.70	335.61	153.09	1,607.40
Fire Service Communications Controller	1118.70	335.61	153.09	1,607.40

### 13. Minimum wages—private sector

Monetary amounts adjusted as a result of AWR 2018

An employer must pay private sector employees the following minimum wages for ordinary hours worked by the employee:

Classification	Minimum weekly rate	Minimum hourly rate	Ordinary hourly rate—shiftworkers <sup>1</sup>
	\$	\$	\$
Recruit	749.40	19.72	25.64
Firefighter Level 1	749.40	19.72	25.64
Firefighter Level 2	760.00	20.00	26.00

Classification	Minimum weekly rate	Minimum hourly rate	Ordinary hourly rate—shiftworkers <sup>1</sup>
	\$	\$	\$
Firefighter Level 3	772.90	20.34	26.44
Qualified Firefighter	837.40	22.04	28.65
Leading Firefighter	958.10	25.21	32.77
Station Officer	1038.60	27.33	35.53
Senior Station Officer	1118.70	29.44	38.27

<sup>1</sup>Ordinary hourly rate includes the 30% loading payable to shiftworkers.

See Schedule A for a summary of hourly rates of pay, including overtime.

## 14. Payment of wages

Note moved; Clause 14 varied in accordance with [PR610146](#)

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

**14.1** Wages must be paid fortnightly according to:

- (a) the actual ordinary hours worked each week; or
- (b) the average number of ordinary hours worked each week.

**14.2** Wages must either be paid by cash, cheque or electronic funds transfer into the bank or financial institution account nominated by the employee.

~~NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.~~

### 14.3 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:
  - (i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
  - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee’s employment unless the employer has given the employee the required

minimum period of notice or “has paid” to the employee payment instead of giving notice.

NOTE 2: Paragraph (b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee’s employment terminates or shortly after.

## 15. Higher duties

**15.1** A Station Officer who is required to perform higher duties for any period in excess of an aggregate of five weeks in a 12 month period will be paid for the period in excess of five weeks at the higher rate.

**15.2** An employee other than a Station Officer who is appointed to perform duties at a higher level for longer than seven days will be paid at the higher rate for the whole period of performing such duties.

## 16. Allowances—wage related allowances

Monetary amounts have been adjusted as a result of AWR 2018

**16.1** Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule B for a summary of monetary allowances and method of adjustment.

### 16.2 All purpose allowances

Allowances paid for **all purposes** are included in the rate of pay of an employee who is entitled to the allowances when calculating any penalties or loadings or payment while they are on leave. The availability allowance in clause 16.3 is paid for all purposes under this award.

### 16.3 Availability allowance

Cross reference in clause 16.3(b) updated in accordance with [PR587553](#)

- (a) Station Officers not working the 10/14 shift roster who are required to be available after working hours to deal with operational matters will receive a **4.5%** loading on their total weekly wage to be counted for all purposes.
- (b) In the event of an employee covered by clause 16.3(a) being required to attend an operational incident, the time back on duty will be counted as part of their average of 42 hours per week as detailed in clause [9.2\(a\)](#).

#### 16.4 Relieving allowance

- (a) An employee required to do relieving duty away from their appointed station, where the distance between their appointed station and their duty station is greater than 100 kilometres measured by the shortest distance by road, will receive:
  - (i) an allowance of **\$26.63** per shift;
  - (ii) when off duty, the cost of reasonable accommodation, not at the duty station, dinner and breakfast and a meal allowance; and
  - (iii) the expenses as prescribed in clause 17.3 for the journey to their duty station, prior to commencing relieving duty at the station and for the return journey, at the completion of the tour of relieving duty at the station.
- (b) An employee required to do relieving duty away from their appointed station, where the distance between their appointed station and their duty station is between 50 and 100 kilometres measured by the shortest distance by road, will receive:
  - (i) an allowance of **\$26.63** per shift; and
  - (ii) when there is a break between shifts of 24 hours or less, when off duty, the cost of reasonable accommodation, not at the duty station, dinner and breakfast and a meal allowance.
- (c) A relieving employee will not be entitled to the accommodation and meals allowance prescribed in this clause when they return to their place of residence between shifts and receive the travelling allowance, expenses and reimbursement expenses prescribed in clause 17.3.

#### 16.5 Qualification allowances

- (a) An employee who is the holder of IFE Graduate Certificate or a Certificate of Fire Technology will be paid an extra **\$14.24** per week.
- (b) An employee who is the holder of both the IFE Graduate Certificate and the Certificate of Fire Technology will be paid an extra **\$20.94** per week.
- (c) An employee who is the holder of both the IFE Graduate Certificate and Membership will be paid an extra **\$25.96** per week.
- (d) A holder of a current recognised first aid certificate will receive an extra **\$16.33** per week if appointed by the employer to perform first aid duty (in the case of fire stations, one such employee will be appointed per shift).

#### 16.6 Duty allowances

- (a) An employee detailed on to a designated heavy rescue appliance, will receive an additional **\$20.10** per week when so detailed.

- (b) Station Officers and Firefighters rostered for special administrative duties, who are required to maintain operational competencies, will receive an additional **\$61.13** per week whilst so rostered.
- (c) **Special administrative duties** will include all rostered duty in the training and education, fire safety and administrative areas of operations.

## 17. Allowances—expense related allowances

Monetary amounts have been adjusted as a result of AWR 2018

**17.1** Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule A for a summary of monetary allowances and method of adjustment.

### 17.2 Meal allowance

- (a) An employee entitled to a meal allowance other than those specified in clause 17.3(d) will receive an amount of **\$15.45**.
- (b) Where a normal meal break of an employee is withheld for a period in excess of 30 minutes, a meal allowance will be paid to the employee. This provision will not apply to Firefighters or Station Officers who are required to perform salvage duty or a fire call as provided for in clause 17.2(c).
- (c) Where an employee is required to perform salvage duty, watching duty or a fire call (provided that such duty or fire call is of not less than three hours' duration) and includes a period of a normal meal break they will be paid a meal allowance except when the employer provides a meal.
- (d) Where overtime is worked for two hours or more before or after a rostered shift, a meal allowance will be paid for every meal except when the employer provides a meal.
- (e) When recalled for duty an employee will be paid a meal allowance on the following basis:
  - (i) on day duty two meal allowances, if work commences before 10.00 am and continues for more than two hours;
  - (ii) on day duty one meal allowance, if work commences after 10.00 am and continues for more than three hours; and
  - (iii) on night duty one meal allowance, if work commences before 8.00 pm and continues for more than two hours.
- (f) An employee retained on duty within the meaning of clause 19.7 will receive a meal allowance and if the period of retention exceeds four hours the employee will receive a further meal allowance and continue to receive a meal allowance at the end of each additional two hour period worked.



### 17.3 Travelling allowance, expenses and reimbursement

- (a) When an employee is detailed for duty to a station other than their appointed station, they will, except in the case of emergency, receive at least 48 hours' notice of such duty. During the period for which an employee is so detailed, they will report to the duty station at the commencing time of each shift to which they are rostered and will in addition to their wages be paid or reimbursed:
- (i) all expenses necessarily incurred by them in excess of those ordinarily incurred between their residence and their appointed station; and
  - (ii) if the relieving period is less than the equivalent of a rostered leave cycle:
    - a daily allowance equal to one hour's wage at overtime rates; and
    - if the duty station is further from their residence than is their appointed station, an allowance based on the shortest distance by road which separates their appointed station and duty station for three minutes each way at ordinary rates for each four kilometres or part thereof travelled.
- (b) When an employee, while on duty at their appointed station, is required to perform duty at another station they will:
- (i) if returned to their appointed station during their duty shift, be reimbursed the cost of reasonable transport between their appointed station and the duty station at which they are required to perform duty. This provision will not apply where reasonable transport is provided by the employer;
  - (ii) if they remain on duty at such other station until the end of their duty shift, they will, in addition to their wages be paid or reimbursed:
    - the appropriate single travelling expenses to their appointed station;
    - an allowance equal to half an hour's pay at overtime rates; and
    - if the duty station is further from their residence than their appointed station, an allowance based on the shortest distance by road which separates their appointed station and duty station of two and a half minutes each way at ordinary rates for each kilometre or part thereof travelled.
- (c) When an employee travels between their appointed and duty station, or is required to do duty away from their appointed or duty station, or attend training, they will be reimbursed the cost of reasonable transport. This provision will not apply where transport is provided by the employer.
- (d) Employees are entitled, on submission of the written evidence required by the employer, to reimbursement of accommodation, meals and incidental expenses necessarily incurred in performing duties in the course of employment at a rate not less than the amount as follows:

	Capital cities	Other places within Australia	Part day absence
	\$	\$	\$
Breakfast	19.91	12.78	15.48
Lunch	33.85	25.76	15.48
Dinner	47.64	36.47	20.53
Accommodation (per night)	160.76	93.72	N/A
Total	262.16	168.73	

- (e) The allowances in clause 17.3(d) are subject to the following:
- (i) the breakfast allowance is not payable if departure from home is after 7.00 am;
  - (ii) the lunch allowance is not payable if departure from the location is after 12.00 pm;
  - (iii) the dinner allowance is not payable if arrival at home is before 7.00 pm; and
  - (iv) the accommodation allowance is only payable for overnight accommodation.

#### 17.4 Vehicle allowance

- (a) Any employee who is required by the employer to use their own motor vehicle on the employer's business, and is not otherwise entitled to an allowance in respect of the cost of travel, will be entitled to receive an allowance of:
- (i) **\$0.78** per kilometre in the case of a motor vehicle; and
  - (ii) **\$0.26** per kilometre in the case of a motorcycle.

#### 17.5 Uniform and equipment allowance

- (a) The employer will reimburse each employee for the cost of purchasing, replacing, repairing and/or cleaning the articles of clothing and/or equipment that must be worn and/or used by the employee. This provision will not apply where such clothing and equipment is provided, replaced, repaired and/or cleaned or paid for by the employer.
- (b) The replacement, repairs and/or cleaning of the articles of clothing and equipment will occur when reasonably required by each employee and/or when the uniform or equipment becomes so soiled or damaged that it requires cleaning, repair, or replacement.

#### 17.6 Change of residence expenses

Where an employee is permanently promoted, transferred or ordered from one location to another location that reasonably necessitates the employee to change their

residence the employer will reimburse the employee for the reasonable expenses incurred in such relocation including the cost of transporting the employee and their family to the new location and costs of moving furniture and personal effects.

#### **17.7 Driving licence fee reimbursement**

Firefighters and Station Officers who are required, as part of their duties, to drive the employer's vehicle(s) in a situation associated with an emergency will be reimbursed for fees pertaining to the renewal of driving licences.

#### **17.8 Attendance at training facilities, allowances and expenses**

- (a) The employer may, by agreement or by giving not less than one week's notice, require employees to attend training courses at a training facility subject to the following conditions.
- (b) The employer may fix within a spread of hours between 8.00 am and 10.00 pm the daily number of training hours and the time at which daily training sessions are held.
- (c) The employer will pay overtime rates in accordance with clause 19—Overtime for all reasonable travelling time outside the hours of 8.00 am to 6.00 pm to and from the training facility.
- (d) Training time in excess of 10 hours in any one day or 38 hours in any one weekly tour of duty or week as the case may be which will not exceed five days will be paid overtime at the rates prescribed in clause 19—Overtime.
- (e) Where an employee is required to attend training they will be reimbursed the cost of reasonable transport. This provision will not apply where the employer provides reasonable transport.
- (f) An employee required to attend a training facility which requires that they stay away from home will be reimbursed the full cost of accommodation. This provision will not apply where the employer provides full accommodation.

### **18. Superannuation**

#### **18.1 Superannuation legislation**

- (a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

## 18.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

## 18.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 18.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 18.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 18.3(a) or (b) was made.

## 18.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 18.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 18.2 and pay the amount authorised under clauses 18.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (b) a superannuation fund or scheme which the employee is a defined benefit member of.

## Part 5—Penalties and Overtime

### 19. Overtime

Clause 19.1 amended in accordance with [\[2018\] FWCFB 5986](#) at [51]

#### 19.1 Shiftworkers

- (a) A shiftworker working a 10/14 roster or a Fire Service Communications Controller required to work in excess of a rostered shift or for more than four shifts in any one week will be paid for such additional time as overtime.

- (b) Subject to clause 19.1(a), all time worked in excess of the daily or weekly ordinary hours of work is overtime and will be paid for at the rate of double time.
- (c) The rate used for the purpose of calculating overtime payments is **130%** of the minimum weekly wage: 38 hours for employees in clause 12—Minimum wages—public sector.
- (d) Overtime will be calculated to the nearest quarter of an hour.

Parties are asked to comment on the wording of clause 19.1(e), see [\[2019\] FWC 905](#).

- (e) To remove doubt, no additional payment is made to an employee in respect of the average of two hours a week of overtime incorporated in the total weekly wage ~~minimum weekly rate~~ payable to the employee.

## 19.2 Definition of overtime—private sector

### (a) Day workers

For a day worker, overtime is all time worked in excess of the daily or weekly ordinary hours of work.

### (b) Shiftworkers

(i) For a shiftworker working a 10/14 roster, overtime is any time required to be worked:

- in excess of a rostered shift; or
- in excess of four shifts in any one week.

(ii) For a shiftworker not working on a 10/14 roster, overtime is any time required to be worked:

- in excess of a rostered shift; or
- in excess of 38 hours per week.

### (c) Part-time employees

For a part-time employee, overtime is all time worked in excess of the hours as agreed under clause 7.4(b) or varied under clause 7.4(c).

## 19.3 Overtime rates

Where an employee works overtime the employer must pay to the employee the overtime rates as follows:

For overtime worked on	% of ordinary hourly rate <sup>1</sup>	% of minimum hourly rate
Public sector—shiftworkers		
All hours	200%	260%
Private sector—shiftworkers		

<b>For overtime worked on</b>	<b>% of ordinary hourly rate<sup>1</sup></b>	<b>% of minimum hourly rate</b>
All hours	200%	260%
Private sector—day workers		
All hours (except public holidays)	-	200%
Public holidays	-	250%

<sup>1</sup>Ordinary hourly rate includes the 30% loading payable to shiftworkers.

See Schedule A for a summary of hourly rates of pay including overtime and penalties.

- 19.4** Overtime will be calculated to the nearest quarter of an hour.
- 19.5 Time off instead of overtime payment—day workers in the private sector**
- (a) An employee may elect to be given time off instead of payment for overtime.
  - (b) Time off instead of payment for overtime is calculated on the basis of one hour off for each hour of overtime worked.
- 19.6 Recall to duty**
- (a) An employee off duty, who is recalled to duty, will be paid a minimum of four hours at the applicable overtime rate in clause 19.3, provided that if the work to be done is completed within four hours, the employee need not stay for the full four hours.
  - (b) An employee recalled to duty will be paid travelling time:
    - (i) on Monday to Saturday, at the ordinary hourly rate;
    - (ii) on a Sunday or public holiday, at **150%** of the ordinary hourly rate.
  - (c) An employee recalled to duty will also receive payment in respect of the distance travelled from home to work and return home, in accordance with clause 17.4.
- 19.7 Retention**
- (a) An employee working shiftwork who:
    - (i) is retained on duty at the conclusion of a rostered shift for 60 minutes or more, excluding shower and change time; and
    - (ii) has not been given at least 24 hours' prior notice of the retention,
 will be paid a minimum of four hours at the overtime rate. If the work to be done is completed within four hours, the employee need not stay for the full four hours.
  - (b) An employee retained on duty after a night shift will be entitled to eight consecutive hours off duty, without loss of pay for ordinary working time.

**19.8 Time off instead of payment for overtime**

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 19.8.
- (c) An agreement must state each of the following:
  - (i) the number of overtime hours to which it applies and when those hours were worked;
  - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
  - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
  - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.

Note: An example of the type of agreement required by this clause is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G. An agreement under clause 19.8 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 19.8 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 19.8 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 19.8 as an employee record.



- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 19.8 will apply, including the requirement for separate written agreements under paragraph (b) for overtime that has been worked.

Note: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the [Act](#)).

- (k) If, on the termination of the employee’s employment, time off for overtime worked by the employee to which clause 19.8 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 19.8.

## 20. Penalty rates

20.1 An employee will be paid the following penalty rates for all ordinary hours worked by the employee during the following periods.

Ordinary hours worked:	Day workers		Shiftworkers
	Full-time public sector	Private sector	Private sector
	% of total hourly rate	% of minimum hourly rate	% of minimum hourly rate
Monday-Friday	100%	100%	130%
Saturday	150%	150%	130%
Sunday	200%	200%	130%
Public holiday	250%	250%	130%

<sup>1</sup>Total hourly rate is 1/38th of the total weekly wage.

See Schedule A for a summary of hourly rates of pay including overtime and penalties.

20.2 Shiftworkers in the public sector are paid in accordance with clause 12.

20.3 Public holidays – day workers



- (a) Not later than two weeks after a public holiday a day worker may elect to be paid at the rate of **150%** of their ordinary hourly rate for each hour of rostered ordinary work performed on that day and granted one day's leave instead of the public holiday. This entitlement is instead of the rate in clause 20.1.
- (b) An employee whose rostered day off falls on a public holiday will be granted one day's leave instead of the public holiday.
- (c) An employee who is rostered to perform ordinary hours of work on a public holiday, but is granted leave in respect of that day, will be granted one day's leave instead of such public holiday, except where the public holiday occurs during a period of leave without pay.

## Part 6—Leave, Public Holidays and Other NES Entitlements

### 21. Annual leave

References to 'Fair Work Act' changed to 'the Act'. See [\[2017\] FWCFB 3433](#) at [350]

Clause 21 updated in accordance with [PR583002](#) (21.8(a) deleted); 21.3 amended in accordance with [PR587553](#)

- 21.1** Annual leave is provided for in the [NES](#). This clause supplements the [NES](#) provisions.

NOTE: Where an employee is receiving overaward payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the [Act](#)).

### 21.2 Shiftworkers for the purposes of the NES

For the purpose of s.87(1)(b) of the [Act](#), a **shiftworker** is an employee:

- (a) who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and
- (b) who is regularly rostered to work on Sundays and public holidays.

### 21.3 10/14 roster employees and other public sector employees

- (a) Notwithstanding clause 21.2, a full-time employee working the 10/14 roster and other full-time employees of public sector employers will be entitled to 65.06 days annual leave per annum inclusive of the [NES](#). Part-time employees working the 10/14 roster will be entitled to annual leave on a pro rata basis of 65.06 days annual leave per annum inclusive of the [NES](#). Such leave is to be taken on the following basis:

- (i) for full-time employees subject to the 10/14 roster, such leave will be taken in periods of 28 calendar days within alternating periods of 20 weeks and 24 weeks; and

- (ii) for other employees not subject to the 10/14 roster and for part-time employees, such leave will be taken within periods as reasonably prescribed by the employer. These employees will be required to take any public holiday on the date reasonably prescribed.
- (b) Where an employee leaves their employment they will be entitled to pro rata payment instead of the annual leave provided in this clause for such broken periods of service calculated on the basis of 21.67% of the ordinary wage payment received by the employee during such period.

Parties are asked to comment on the wording of clause 21.3(c) see [\[2019\] FWC 905](#).

- (c) Where an employee is on annual leave, they will be paid their total weekly wage.

#### **21.4 Annual leave in advance**

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
  - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 21.4 is set out at Schedule E. There is no requirement to use the form of agreement set out at Schedule E.

- (c) The employer must keep a copy of any agreement under clause 21.4 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 21.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

#### **21.5 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 21.5.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 21.5.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 21.5 must state:

- (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 21.5 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
  - (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
  - (g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.
  - (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
  - (i) The employer must keep a copy of any agreement under clause 21.5 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 21.5.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 21.5.

Note 3: An example of the type of agreement required by clause 21.5 is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.

## 21.6 Excessive leave accruals: general provision

Note: Clauses 21.6 to 21.8 contain provisions, additional to NES, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 130 days’ paid annual leave.
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 21.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 21.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

**21.7 Excessive leave accruals: direction by employer that leave be taken**

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 21.6(a) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 21.6, 21.7 or 21.8 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 21.7(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

**21.8 Excessive leave accruals: request by employee for leave**

Clause 21.8(a) deleted in accordance with [PR583002](#).

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 21.6(a) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 21.7(a) that, when any other paid annual leave arrangements (whether made under

clause 21.6, 21.7 or 21.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.

- (c) A notice given by an employee under paragraph (a) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 21.6, 21.7 or 21.8 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (b) more than 130 days' paid annual leave in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

## **22. Personal/carer's leave and compassionate leave**

Personal/carer's leave and compassionate leave are provided for in the [NES](#).

## **23. Parental leave and related entitlements**

**23.1** Parental leave and related entitlements are provided for in the [NES](#).

**24.1** The [NES](#) is supplemented by maintaining an entitlement to payment, in relation to maternity leave, adoption leave or paternity leave for employees in the classifications under this award who were entitled to payment for maternity leave, adoption leave or paternity leave in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth);

- (a) that applied to the employee or would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) applied to the employee; and
- (b) that would have entitled the employee to paid maternity leave, adoption leave or paternity leave.

## 24. Public holidays

24.1 Public holidays are provided for in the [NES](#). This clause provides industry specific detail.

24.2 For employees working the 10/14 roster and for other employees of a public sector employer public holidays, including the [NES](#) entitlement, are accounted for in the aggregate annual leave provided for in clause 21.3 and the employee has no separate entitlement to public holidays whether pursuant to the [NES](#) or under this award.

24.3 Day workers will be paid in accordance with clause 20.1 for work performed on a public holiday.

24.4 Substitution of public holidays

An employee, other than an employee working a 10/14 roster, by agreement with the employer, may substitute another day for any public holiday.

24.5 **Part-day public holidays**

For provisions relating to part-day public holidays see Schedule C—Part-day public holidays.

## 25. Community service leave

Community service leave is provided for in the [NES](#).

### 25A. Leave to deal with family and domestic violence

Clause 25A inserted in accordance with [PR609445](#)

25A.1 This clause applies to all employees, including casuals.

25A.2 **Definitions**

(a) In this clause:

**family and domestic violence** means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

**family member** means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

- (b) A reference to a spouse or de facto partner in the definition of family member in clause 25A.2(a) includes a former spouse or de facto partner.

### **25A.3 Entitlement to unpaid leave**

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note 1: A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

Note 2: The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

### **25A.4 Taking unpaid leave**

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

### **25A.5 Service and continuity**

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

### **25A.6 Notice and evidence requirements**

#### **(a) Notice**

An employee must give their employer notice of the taking of leave by the employee under clause 25A. The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.



**(b) Evidence**

An employee who has given their employer notice of the taking of leave under clause 25A must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 25A.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

**25A.7 Confidentiality**

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 25A.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 25A prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee’s experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

**25A.8 Compliance**

An employee is not entitled to take leave under clause 25A unless the employee complies with clause 25A.

**26. Termination of employment**

Clause 26 substituted in accordance with [PR610277](#)

NOTE: The [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

**26.1 Notice of termination by an employee**

- (a) Clause 26.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.



**Table 1—Period of notice**

<b>Column 1</b> <b>Employee’s period of continuous service with the employer at the end of the day the notice is given</b>	<b>Column 2</b> <b>Period of notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In paragraph (b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).
- (f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

**26.2 Job search entitlement**

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 26.2 is to be taken at times that are convenient to the employee after consultation with the employer.

**27. Redundancy**

**27.1** Redundancy pay is provided for in the [NES](#).

**27.2 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as if the employment had been terminated and the employer may, at the employer’s option, make payment instead. The payment will be equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

### 27.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

### 27.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 26.2.

## Part 7—Consultation and Dispute Resolution

### 28. Consultation about major workplace change

Clause 28 substituted in accordance with [PR610277](#)

**28.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
  - (i) the introduction of the changes; and
  - (ii) their likely effect on employees; and
  - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

**28.2** For the purposes of the discussion under clause 28.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and

- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

**28.3** Clause 28.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

**28.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 28.1(b).

**28.5** In clause 28 **significant effects**, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

**28.6** Where this award makes provision for alteration of any of the matters defined at clause 28.5, such alteration is taken not to have significant effect.

## **28A. Consultation about changes to rosters or hours of work**

Clause 28A inserted in accordance with [PR610277](#)

**28A.1** Clause 28A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

**28A.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).

**28A.3** For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 28A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

**28A.4** The employer must consider any views given under clause 28A.3(b).

**28A.5** Clause 28A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

## **29. Dispute resolution**

Clause 29 substituted in accordance with [PR610277](#)

**29.1** Clause 29 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

**29.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

**29.3** If the dispute is not resolved through discussion as mentioned in clause 29.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

**29.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 29.2 and 29.3, a party to the dispute may refer it to the Fair Work Commission.

**29.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

**29.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.

**29.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 29.

**29.8** While procedures are being followed under clause 29 in relation to a dispute:

- (a) work must continue in accordance with this award and the [Act](#); and
- (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

**29.9** Clause 29.8 is subject to any applicable work health and safety legislation.

### **29.10 Dispute resolution training leave**

- (a) An employee elected by employees in a workplace to represent them in dealings with the employer will be granted leave on full pay for up to five days per calendar year for the purpose of attending training courses that will enable the employee's representative to perform or better perform their duties.
- (b) Such leave in a calendar year may be extended to 10 days, subject to the total leave granted in that year and the subsequent year not exceeding 10 days.

- (c) At all times this leave is subject to operational requirements and determined on this basis.

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**Schedule A—Summary of Hourly Rates of Pay**

Monetary amounts have been adjusted as a result of AWR 2018  
 Note <sup>3</sup> in the table in clause A.2.1 amended

NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.

**A.1 Ordinary hourly rate**

Ordinary hourly rate is the minimum hourly rate of pay for an employee plus a 30% shift loading and any allowance payable for all purposes to which the employee is entitled. Where an allowance is payable for all purposes in accordance with clause 16.2, this forms part of the employee’s ordinary hourly rate and must be added to the minimum hourly rate prior to calculating penalties and overtime.

**A.2 Public sector employees**

**A.2.1 Full-time employees—ordinary rates and overtime**

Classification	Minimum weekly rate	Total weekly rate <sup>1</sup>	Total hourly rate <sup>2</sup>	Ordinary hourly rate <sup>3</sup>	Overtime (200% of ordinary hourly rate or 260% of minimum hourly rate)
	\$	\$	\$	\$	\$
Recruit	749.40	749.40	19.72	-	39.44
Firefighter Level 1	749.40	1,076.77	28.34	25.64	51.28
Firefighter Level 2	760.00	1,092.00	28.74	26.00	52.00
Firefighter Level 3	772.90	1,110.54	29.22	26.44	52.88
Qualified Firefighter	837.40	1,203.21	31.66	28.65	57.30
Leading Firefighter	958.10	1,376.64	36.23	32.78	65.56
Station Officer	1038.60	1,492.30	39.27	35.53	71.06
Senior Station Officer	1118.70	1,607.40	42.30	38.27	76.54
Fire Service Communications Controller	1118.70	1,607.40	42.30	38.27	76.54

<sup>1</sup>Total weekly rate including the 30% shiftloading, and average 40 hours loading where applicable.

<sup>2</sup>Total hourly rate is the total weekly rate divided by 38.

<sup>3</sup> Ordinary hourly rate is the rate upon which the overtime rate is based is calculated by adding the 30% shift loading to the minimum weekly rate and dividing by 38 (recruits are not entitled to the 30% shift loading). Consistent with clause A.1, the availability allowance needs to be added to the hourly rate where applicable

### A.3 Private sector employees

#### A.3.1 Full-time and part-time employees—ordinary and penalty rates

Classification	Minimum hourly rate	Day work			Shiftwork
		Saturday	Sunday	Public Holiday	
		% of minimum hourly rate			
	<b>100%</b>	<b>150%</b>	<b>200%</b>	<b>250%</b>	<b>130%</b>
	\$	\$	\$	\$	\$
Recruit	19.72	29.58	39.44	49.30	25.64
Firefighter Level 1	19.72	29.58	39.44	49.30	25.64
Firefighter Level 2	20.00	30.00	40.00	50.00	26.00
Firefighter Level 3	20.34	30.51	40.68	50.85	26.44
Qualified Firefighter	22.04	33.06	44.08	55.10	28.65
Leading Firefighter	25.21	37.82	50.42	63.03	32.77
Station Officer	27.33	41.00	54.66	68.33	35.53
Senior Station Officer	29.44	44.16	58.88	73.60	38.27

#### A.3.2 Full-time and part-time employees—overtime rates

Classification	Day work		Shiftwork
	Monday to Sunday	Public holiday	
	% of minimum hourly rate		
	<b>200%</b>	<b>250%</b>	<b>260%</b>
	\$	\$	\$
Recruit	39.44	49.30	51.28
Firefighter Level 1	39.44	49.30	51.28
Firefighter Level 2	40.00	50.00	52.00
Firefighter Level 3	40.68	50.85	52.88
Qualified Firefighter	44.08	55.10	57.30
Leading Firefighter	50.42	63.03	65.54
Station Officer	54.66	68.33	71.06
Senior Station Officer	58.88	73.60	76.54

## Schedule B—Summary of Monetary Allowances

Monetary amounts have been adjusted as a result of AWR 2018

See clauses 16 and 17 for full details of allowances payable under this award.

### B.1 Wage related allowances

The wage related allowances in clause 16 of this award are based on the standard rate as defined in Schedule D as the minimum weekly wage for a Qualified Firefighter in clause 12 = **\$837.40**

Allowance	Clause	% of standard rate \$837.40	\$ per week unless stated otherwise
Relieving allowances:	16.4		
Greater than 100kms away from appointed station	16.4(a)	3.18	26.63 per shift
Between 50kms and 100kms away from appointed station	16.4(b)	3.18	26.63 per shift
Qualification allowances:	16.5		
IFE Graduate Certificate or Certificate of Fire Technology	16.5(a)	1.7	14.24
IFE Graduate Certificate and Certificate of Fire Technology	16.5(b)	2.5	20.94
IFE Graduate Certificate and Membership	16.5(c)	3.1	25.96
Current recognised first aid certificate	16.5(d)	1.95	16.33
Duty allowances:	16.6		
Designated heavy rescue appliance	16.6(a)	2.4	20.10
Station Officers and Firefighters rostered for special administrative duties	16.6(b)	7.3	61.13 per week whilst so rostered

#### B.1.1 Adjustment of wage related allowances

Wage related allowances are adjusted in accordance with increases to wages and are based on a percentage of the standard rate as specified.



**Other wage related allowances**

Allowance	Clause	%	Payment detail
Availability allowances <sup>1</sup>	16.3	4.5	% of employee's total weekly wage
<sup>1</sup> This allowances applies for all purposes of this award			

**B.2 Expense related allowances**

The following expense related allowances will be payable to employees in accordance with clause 17:

Allowance	Clause	\$
Meal allowance	17.2	15.45 per meal
Travelling allowances	17.3	As per table at clause B.2.1
Vehicle allowances	17.4	
Motor vehicle		0.78 per km
Motorcycle		0.26 per km

**B.2.1 Travelling allowances table**

Allowances	Capital cities	Other places within Australia	Part day absence
	\$	\$	\$
Breakfast	19.91	12.78	15.48
Lunch	33.85	25.76	15.48
Dinner	47.64	36.47	20.53
Accommodation (per night)	160.76	93.72	N/A

**B.2.2 Adjustment of expense related allowances**

At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Travelling allowance	Domestic holiday travel and accommodation sub-group

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<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Vehicle allowance	Private motoring sub-group

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## Schedule C—Part-day public holidays

Schedule C amended in accordance with [PR701683](#)

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).

**C.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Excluding annualised salaried employees to whom clause C.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
- (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause C.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

This schedule is not intended to detract from or supplement the [NES](#).

## Schedule D—Definitions

Placement of the **Definitions** to be determined by Plain Language Process. See [\[2017\] FWCFB 3433](#) at [333]

In this award, unless the contrary intention appears:

**10/14 roster** means a roster system where a firefighter:

- works 4 consecutive days, comprised of two 10 hour day shifts and two 14 hour night shifts; and
- then has 4 consecutive days off

**Act** means the *Fair Work Act 2009* (Cth)

**all purposes** means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave (see clause 16.2)

**appointed station** means the station of the brigade to which a Firefighter or Station Officer or Fire Service Communications Controller is appointed

**defined benefit member** has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

**duty station** means the station at which a Firefighter or Station Officer or Fire Service Communications Controller is carrying out their normal duties, whether at the appointed station or not

**employee** means national system employee within the meaning of the [Act](#)

**employer** means national system employer within the meaning of the [Act](#)

**exempt public sector superannuation scheme** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

Definition of **fire fighting industry** has been changed in accordance with [\[2017\] FWCFB 3433](#) at [339]

**fire fighting industry** has the meaning given in clause 3.2

means:

- ~~the suppressing and extinguishing of fires;~~
- ~~the provision of rescue services (other than by police, ambulance, a State Emergency Service or the military) at the scene of accidents, explosions or other emergencies;~~
- ~~the handling of spillages of toxic or hazardous materials in emergency situations (other than in a marine environment or by an employer in relation to its own property, premises or products); and~~

- (d) ~~the prevention of fires and the sale, supply, installation, maintenance, repair and/or inspection of fire protection equipment other than fixed or semi-fixed fire protection systems by an employer otherwise in the fire fighting industry by virtue of clause 3.2(a)~~

**IFE** means Institute of Fire Engineers

**MySuper product** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

**NES** means National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth) [Act](#)

**ordinary hourly rate** is the minimum hourly rate of pay for an employee plus a 30% shift loading and any allowance payable for all purposes to which the employee is entitled

**standard operating procedures** means the procedures established from time to time

**standard rate** means the minimum weekly wage: 38 hours for a Qualified Firefighter set out in clause 12—Minimum wages—public sector

**total weekly wage** is the wage paid to a public sector employee including shift allowance and additional payment in respect of the average of two hours a week overtime

## Schedule E—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:**

The amount of leave to be taken in advance is: \_\_\_\_ hours/days

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*[If the employee is under 18 years of age - include:]*

**I agree that:**

**if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.**

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

## Schedule F—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:**

The amount of leave to be cashed out is: \_\_\_\_\_ hours/days

The payment to be made to the employee for the leave is: \$\_\_\_\_\_ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: \_\_\_/\_\_\_/20\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

## Schedule G—Agreement for Time Off Instead of Payment for Overtime

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:**

Date and time overtime started: \_\_\_/\_\_\_/20\_\_\_ am/pm

Date and time overtime ended: \_\_\_/\_\_\_/20\_\_\_ am/pm

Amount of overtime worked: \_\_\_\_\_ hours and \_\_\_\_\_ minutes

**The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.**

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_