

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

AUSTRALIAN INDUSTRIAL REGISTRY LOOSE-LEAF CONSOLIDATION

FIRE AND RESCUE SERVICE EMPLOYEES (NORTHERN TERRITORY) AWARD 2001

This award as varied to 1 September 2005 (variation [PR962019](#)) comprises pages:

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This award consolidates the Fire Service Employees (Northern Territory) Consolidated Award 1993 [AW781131].

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996
(C No. 00233 of 1998)

**FIRE SERVICE EMPLOYEES (NORTHERN TERRITORY)
CONSOLIDATED AWARD 1993**
(ODN C No. 03099 of 1983)
[Print M0113 [F0081]]

Fire and rescue service employees

Northern Territory

COMMISSIONER EAMES

DARWIN, 5 SEPTEMBER 2001

Award simplification.

ORDER

A. Further to the decision issued by the Commission on 27 June 2001 [Print [PR905702](#)] the above award is varied as follows:

By deleting all clauses 1 to 46 and inserting the following:

PART 1 - APPLICATION AND OPERATION

1. AWARD TITLE

This award will be known as the Fire and Rescue Service Employees (Northern Territory) Award 2001.

2. ARRANGEMENT

This Award is arranged as follows:

Part 1 - Application and operation

1. Award title
2. Arrangement
3. Definitions
4. Inconsistency clause
5. Date the award starts
6. Who is bound by this award
7. Anti-discrimination

Part 2 - Communication, consultation and dispute resolution

8. Grievance and dispute settling procedures

Part 3 - Wages and related matters

9. Salaries and designations
10. Resignation of rank
11. Allowances

Part 4 - Hours of work

12. Hours of duty
13. Shift duty
14. Overtime - General provisions

Part 5 - Leave of absence

15. Recreation leave
16. Recreation leave loading
17. Long service leave
18. Leave roster
19. Sick leave
20. Leave in special circumstances
21. Bereavement leave
22. Maternity and paternity leave

Part 6 - Award compliance

23. Provision of award
24. Enterprise flexibility provisions

3. DEFINITIONS

In this award:

- 3.1 Act** means Public Sector Employment and Management Act 1993.
- 3.2 By-law(s)** means Public Sector Employment and Management Act, By-laws and associated documents as varied from time to time.
- 3.3 Chief Executive Officer** means the departmental head of the Department currently responsible for the Fire and Rescue Service.
- 3.4 Chief Fire Officer** means an officer of the Fire and Rescue Service who performs his/her duty at the direction of the Director. It may occur that the Chief Fire Officer is also the Director.
- 3.5 Commissioner** means the Commissioner for Public Employment.
- 3.6 Control Room** means duty in the control room at a fire station.

- 3.7 Cycle of shifts** means in the 10/14 roster a sequence of shifts containing two day and two night shifts.
- 3.8 Day** means an eight hour working day excluding lunch break.
- 3.9 Day shift** means ten hour duty from 8.00 a.m. to 6.00 p.m.
- 3.10 Director** means an officer of the Fire and Rescue Service who is responsible for the activities of the Fire and Rescue Service and who reports to the Chief Executive Officer.
- 3.11 Fire and Rescue Service** means the Fire and Rescue Service of the Northern Territory.
- [3.12 substituted by [PR962019](#) ppc 29Aug05]
- 3.12 LHMU** means the Liquor, Hospitality and Miscellaneous Union.
- 3.13 Member** means a member of the Fire and Rescue Service other than an auxiliary member or volunteer member.
- 3.14 Night shift** means a fourteen hour duty from 6.00 p.m. to 8.00 a.m.
- 3.15 NTA** means Northern Territory Allowance
- 3.16 Ordinary hourly rate** means that proportion of a member's salary as prescribed in clause 9 - Salaries and designations as it bears to the hourly rate.
- 3.17 Salary** unless prescribed elsewhere in this award, means annual remuneration (excluding allowances) as prescribed in clause 9 - Salaries and designations.
- 3.18 Shift duty** means duty in accordance with the 10/14 roster.
- 3.19 Week** subject to 14.1 means 38 working hours upon which entitlements are based.

4. INCONSISTENCY CLAUSE

Where a reference is made in this award to a By-law then the provisions in that By-law and associated documents will apply unless the contrary intention appears.

5. DATE THE AWARD STARTS

This award comes into force on 27 June 2001 and continues in force for a period of 12 months.

6. WHO IS BOUND BY THIS AWARD

[6 substituted by [PR962019](#) ppc 29Aug05]

This award will apply to members and those eligible to be members of the Liquor, Hospitality and Miscellaneous Union employed in the Fire and Rescue Service (as defined) in any of the ranks referred to in clause 9 - Salaries and designations of this award.

7. ANTI-DISCRIMINATION

- 7.1** It is the intention of the respondents to this award to achieve the principal object in s.3(j) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 7.2** Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 7.3** Nothing in this clause is taken to affect:
- 7.3.1** any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth or Northern Territory anti-discrimination legislation;
- 7.3.2** junior rates of pay, until 22 June 2000 or later date determined by the Commission in accordance with s.143(1E) of the *Workplace Relations Act 1996*;
- 7.3.3** an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission or the Northern Territory Anti-Discrimination Commissioner;
- 7.3.4** the exemptions in s.170CK(3) and (4) of the *Workplace Relations Act 1996*.

PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

8. GRIEVANCE AND DISPUTE SETTLING PROCEDURES

- 8.1** In the event of a dispute arising, every endeavour will be made to settle it by direct consultation and negotiation between the parties to this award. To facilitate the settlement of any dispute, the following procedures will apply:
- 8.1.1** the employee(s) and the supervisor will meet and confer on the matter(s);
- 8.1.2** if the matters are not resolved at such a meeting, the parties will arrange for further discussions between the employee(s) and their nominated representative, if any, and more senior levels of management; within 48 hours.
- 8.2** If the matters are still not resolved, within a further 24 hours a discussion will be held between the employer and the relevant union or other employee representative.
- 8.3** If the matters cannot be resolved either party may refer them to the Australian Industrial Relations Commission, for conciliation and/or determination.

8.4 While the parties are attempting to resolve the matter(s), work will continue as normal unless an employee has a reasonable concern about an imminent risk to his or her health or safety.

PART 3 WAGES AND RELATED MATTERS

9. SALARIES AND DESIGNATIONS

9.1 The designations and ranks in the Northern Territory Fire and Rescue Service are as follows:

Designation	Rank
Station Commander	Divisional Commander
Senior Fire Fighter Qualified	Station Officer
Fire Fighter Class A	Senior Fire Fighter
Fire Fighter Class B	Fire Fighter
Fire Fighter Class C	
Fire Fighter Class D	
Recruit	

[9.2 substituted by [PR962019](#) ppc 29Aug05]

9.2 A member of a designation specified in the table hereunder will be paid not less than the rate per annum assigned to that designation.

Designation	Relativity	Salary Rate \$pa
Recruit (first 3 months)	78%	\$35,854
Recruit (successive 9 months)	82%	\$37,503
Fire Fighter Class D	85%	\$38,739
Fire Fighter Class C	87%	\$39,564
Fire Fighter Class B	98%	\$43,994
Fire Fighter Class A	100%	\$44,818
Senior Fire Fighter	105%	\$46,879
Senior Fire Fighter Qualified	110%	\$48,940
Station Officer	115%	\$51,001
Senior Station Officer*	120%	\$53,062
Station Commander	130%	\$57,183
District Officer	140%	\$61,305
Superintendent	160%	\$69,549

* Present incumbents only

9.2.1 Arbitrated safety net adjustment

The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review - Wages May 2002* [[PR002002](#)], *May 2003* [[PR002003](#)] *May 2004* [[PR002004](#)] and *June 2005* [[PR002005](#)] decisions. This arbitrated safety net adjustment may be offset against any equivalent amount in

rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

9.3 Progression through the designations and ranks prescribed by this award will be in accordance with the requirements of this award and the requirements of the Australian Fire Competency Standards. Where there is inconsistency between the two, this award will prevail.

9.3.1 The parties are committed to the full introduction to the extent practicable of the Australian Fire Competency Standards, at the earliest opportunity.

9.3.2 The requirements that apply for progression through the designations and ranks are as prescribed in the agreed Career Path Document.

9.4 The rate for the Qualified Fire Fighter (Fire Fighter Class A) is the 100% level on which the remainder of the percentages apply.

9.5 Payment of salary will be averaged so that payments made in each pay period are equal.

9.6 When working on the 10/14 roster two hours per week will be accumulated towards programmed days off. The overtime described by 14.4 has been paid for in the all up salary.

9.7 The calculation to determine the rate of salary incorporates the following:

Existing base rate = (100%) x relativity, divided by 100

e.g. Existing base rate = A Class (100%) = \$40,332 therefore Fire Fighter C Class at 87% salary is calculated as follows:

$$\frac{\$40,332 \times 87}{100} = \$35,089$$

e.g. Existing base rate = A Class (100%) = \$40,332 therefore Station Officer at 115% salary is calculated as follows:

$$\frac{\$40,332 \times 115}{100} = \$46,382$$

- 9.8** The Director or his/her delegate may direct an employee to carry out such duties (including drills and training) as are within the limits of the employee's skills, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.
- 9.9** The Director or his/her delegate may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 9.10** The Director or his/her delegate may require a member to undertake refresher training in respect of turntable ladder driving and operation, pump appliance driving, operation and maintenance, emergency tender driving and operation, and breathing apparatus wearing operation and maintenance.
- 9.11** Where the Director or his/her delegate has had little notice of a temporary vacancy which requires filling, that temporary vacancy may be advertised by circular within the Fire and Rescue Service, rather than by insertion of the temporary vacancy notice in the gazette.

10. RESIGNATION OF RANK

- 10.1** Any member who having resigned his/her rank and wishes to again resume his/her rank must satisfy a board to be determined by the Director or his/her delegate, comprising a Assistant Chief Fire Officer, a Union Representative and a Divisional Representative that he or she has retained the skills and knowledge necessary to perform those functions.
- 10.1.1** A period of seven days cooling off will be observed prior to the acceptance of resignation of rank.
- 10.1.2** If any member fails to meet the full range of obligations normally attached to the holding of that rank, this may be dealt with under the provisions of the Act.
- 10.1.3** A member on acceptance of his/her resignation of rank will have an appropriate adjustment to salary to reflect his/her new rank.

11. ALLOWANCES

11.1 Northern Territory allowance

- 11.1.1** A member will be paid Northern Territory Allowance (NTA) in accordance with the provisions of By-law 26 and for compulsory transferees, By-law 49, at a rate determined by the Commissioner from time to time.
- 11.1.2** A member who at the time of introducing 11.1.1 was in receipt of a rate of district allowance higher than the rate determined under the conditions provided for in 11.1.1 will be paid an allowance to raise the total NTA to equal the former rate of district allowance.

11.1.3 The allowance paid under 11.1.2 will reduce proportionately with increases of NTA and will continue until such time as:

11.1.3(a) The total of NTA exceeds the former rate of district allowance; or

11.1.3(b) The conditions which gave rise to the former rate of district allowance change.

11.2 Meal allowances

11.2.1 When a member is required to work on a fire, fire watch or other incident which covers the whole of a normal meal period or performs overtime in accordance with 14.8 he/she will be paid one only meal allowance at the same rates as permanent employees of the Northern Territory Public Sector, as varied from time to time.

11.2.2 When a member is called back with one hours' notice or less to work shift or part of a shift for which he/she had not been rostered and that duty covers a normal meal period, he/she will be paid a meal allowance at the same rate prescribed in 11.2.1.

11.2.3 When a member returns from a call out after the commencement of a recognised meal period, the member will be entitled to take his/her hours meal break.

11.2.4 The recognised meal periods will be:

- Breakfast: 6.30 a.m. to 7.30 a.m.
- Lunch: 12.00 p.m. to 1.00 p.m.
- Dinner: 8.00 p.m. to 9.00 p.m.

11.3 First aid allowance

11.3.1 Where the Director or his/her delegate is satisfied that a member is qualified in first aid, the member will be paid an allowance as determined by the Commissioner from time to time provided the member has obtained his certificate within a period of three years and renews it every three years.

11.3.2 The allowance outlined in 11.3.1 is not to be regarded as salary for computing overtime or any other penalty payments.

11.3.3 Payment of the first aid allowance will be continued where a member is absent:

11.3.3(a) On recreation leave;

11.3.3(b) On paid sick leave; or

11.3.3(c) On leave in special circumstances with pay.

11.4 Higher duties allowance

- 11.4.1** A member may be required to perform all the duties of one rank or position higher than his/her own. A member who is required to perform all of the duties of a rank higher than their own for a period in excess of seven weeks/rounds, which are cumulative in a calendar year, will be paid an allowance for that period in excess of seven weeks, equal to the amount of the difference between their substantive salary and the salary of the higher rank.
- 11.4.2** Notwithstanding 11.4.1, a Senior Firefighter who is not qualified for promotion to Station Officer will perform higher duties as a Station Officer and will be paid Higher Duties Allowance to the Senior Firefighter Qualified rate for periods less than seven weeks/rounds, when required to do so, subject to the following conditions:
- 11.4.2(a)** That the staffing is not below the minimum levels set. However if no qualified Station Officer is available a Senior Fire Fighter may act up;
 - 11.4.2(b)** The most senior available Senior Fire Fighter on duty would normally be selected;
 - 11.4.2(c)** There is no Senior Fire Fighter qualified to Station Officer on duty in the Fire District.
- 11.4.3** If a Station Officers' position is to be filled on overtime the order of preference will be:
- 11.4.3(a)** Substantive Station Officer;
 - 11.4.3(b)** Senior Fire Fighter qualified to Station Officer;
 - 11.4.3(c)** Senior Fire Fighter unqualified.
- 11.4.4** Senior Fire Fighters (qualified or unqualified) stationed at Nhulunbuy or Katherine Fire Station will perform higher duties as the OIC station as required.
- 11.4.5** A member who immediately before proceeding on approved recreation leave was in receipt of a higher duties allowance will continue to be paid such an allowance during recreation leave for the period the Director or his/her delegate certifies that the allowance would have been paid but for the grant of the leave.

11.5 Allowance - travelling on duty

A travelling allowance will be payable to a member when travelling on duty and when required to be absent overnight from his/her headquarters under the provisions of By-law 30.

11.6 Allowance for transfer expenses

A member on permanent transfer will be entitled to reimbursement of expenses as provided in accordance with the conditions prescribed in By-laws 27 and 28.

11.7 Allowance for removal expenses on death or retirement

A member or his/her family will be entitled to reimbursement of expenses as provided in By-law 51.

11.8 Allowance for uniforms / protective clothing

11.8.1 Where the employer requires a member to wear any uniform, the employer must reimburse the member for the cost of purchasing such clothing. The provisions of this clause do not apply where the uniform is provided by the employer on a one for one basis subject to fair wear and tear or contamination or soiling which in the opinion of the Director or his/her delegate renders them unusable.

11.8.2 Where the employer requires a member to wear protective clothing, the employer must reimburse the member for the cost of purchasing such clothing. The provisions of this clause do not apply where appropriate protective clothing and/or equipment is provided by the employer.

11.8.3 A member will not be required to clean the clothing or uniform of any other member.

11.9 Allowance for reimbursement of fares on leave and travelling time

11.9.1 Subject to the provisions contained in By-laws 30, 32, 33, 34, 35, 46, 47 and 48, where a member who is permanently stationed in the Northern Territory travels during leave of absence away from the district or place where he/she is stationed, the Director or his/her delegate will grant the member and his/her dependents an allowance equivalent to a return economy class airfare for travel by the most direct route between his/her station and a capital city, including Canberra, or destination of lesser distance.

11.9.2 Notwithstanding the provisions of 11.9.1 a member who, prior to 1 January 1983, held a rank as prescribed in 9.1 of this award will be entitled to payment of fares on recreation leave for himself/herself, his/her spouse and dependents in respect of each completed two years of service from the date he/she commences his/her service in the Fire and Rescue Service provided that:

11.9.2(a) His/her spouse or dependents do not have an entitlement to recreation leave fares as a condition of service, or receive fares on recreation leave from another service;

11.9.2(a)(i) A member claiming fares on recreation leave for his/her spouse or dependents on the basis of fulfilling the provisions of 11.9.1 hereof, will concurrently provide the Director or his/her delegate with a statutory declaration, or other certification acceptable to the Director or his/her delegate, stating that those spouse and/or dependent(s) are not entitled to or in receipt of a fare(s) from another source;

11.9.2(a)(ii) A member who has completed his/her first year of service and has been permanently appointed to the service may draw his/her recreation leave fares on his/her first entitlement for recreation leave, where upon his/her next entitlement to payment of fares will occur two years after the date of appointment to the service.

11.9.3 A member who is entitled to fares on recreation leave in accordance with the provisions of 11.9.2 of this clause and whose circumstances change with regard to his/her entitlements to fares for his/her spouse and dependents under 11.9.2 of this clause, will from the date of those changed circumstances be entitled to fares on recreation leave in accordance with the provisions of 11.9.1 of this clause, and will, from that date, no longer have any entitlement to the provisions of 11.9.2 of this clause.

11.9.4 For the purposes of 11.9.3 of this clause, changed circumstances will include:

11.9.4(a) Where a member who at the time of making this award is married or is living in a de-facto relationship becomes legally separated or divorced from his/her spouse or de-facto spouse.

11.9.4(b) Where a member who at the time of the making of this award is single but later becomes married or enters into a de-facto relationship.

11.9.4(c) Where the member's spouse and/or dependent(s) no longer receives or is entitled to a fare(s) on recreation leave through another source.

11.9.5 Notwithstanding the provisions of 11.9.1, 11.9.2, 11.9.3 and 11.9.4 hereof, a member recruited on or after 1 August 1987 will not be entitled to:

11.9.5(a) An on-appointment airfare, or

11.9.5(b) Travelling time taken in conjunction with this airfare.

11.9.5(c) Any reimbursement for fares on leave and travelling time.

11.10 Allowance for fares out - isolated localities

11.10.1 A member may be paid an allowance for fares out of a prescribed isolated locality in accordance with the provisions of By-laws 42 and 43.

11.11 Allowance for refreshments

Where the employer requires a member to perform fire duty for a continuous period of two hours or more, the employer must reimburse the authorised member for the cost of purchasing any refreshments purchased during that period of duty. The provisions of this clause do not apply where refreshments are provided, where reasonably practicable, by the employer.

PART 4 - HOURS OF WORK

12. HOURS OF DUTY

- 12.1** The ordinary hours of duty on day work will be an average of 38 per week Monday to Friday over a period of 52 weeks with eight hours per day to be worked between the hours of 7.00 a.m. and 5.30 p.m. with a lunch break of not less than 30 minutes and not more than 60 minutes each day. Any other day work roster worked is to be agreed upon by the Director or his/her delegate and the Secretary of the LHMU or other employee nominated representative.
- 12.2** By agreement, in lieu of the span of hours prescribed in 12.1 herein, members may work their ordinary hours within a span of hours of 6.00 a.m. to 6.00 p.m. This involves no other change to the hours of work arrangements.
- 12.3** The ordinary hours of duty on shift work worked in accordance with the 10/14 roster agreed upon by the Director or his/her delegate and the LHMU will be an average of 38 hours per week spread over a period of 52 weeks. Each shift will contain meal breaks consistent with 11.2.4 for which the member will be paid and remain on duty.
- 12.4** The additional time worked, which over a period of 52 weeks averages two hours per week will be accumulated and taken as programmed days off by members within each calendar year according to the agreed leave roster posted by the Director or his/her delegate, Fire and Rescue Service. Accumulated time not taken in each calendar year will be forfeited.
- 12.5** The Director or his/her delegate may depart from the shift roster in establishing new day work positions in appropriate cases, by agreement with the union. The union will not unreasonably withhold agreement. The filling of such positions will be subject to normal vacancy filling procedures.

13. SHIFT DUTY

13.1 Roster

The roster system for members assigned to firefighting duties will be as follows:

13.2 10/14 ROSTER SYSTEM

	10		14													
	10	14	10	14	Mo	Tu	We	HR	Th	Fr	Sa	Su	Mo	Tu	We	HR
A	D	D	N	N	-	-	-	48	-	D	D	N	N	-	-	48
A	-	-	D	D	N	N	-	48	-	-	-	D	D	N	N	48
A	-	-	-	-	D	D	N	34	N	-	-	-	-	D	D	34
A	N	N	-	-	-	-	D	38	D	N	N	-	-	-	-	38

Shift	Th	Fr	Sa	Su	Mo	Tu	We	HR	Th	Fr	Sa	Su	Mo	Tu	We	HR
B	N	N	-	-	-	-	D	38	D	N	N	-	-	-	-	38
B	D	D	N	N	-	-	-	48	-	D	D	N	N	-	-	48
B	-	-	D	D	N	N	-	48	-	-	-	D	D	N	N	48
B	-	-	-	-	D	D	N	34	N	-	-	-	-	D	D	34

Shift	Th	Fr	Sa	Su	Mo	Tu	We	HR	Th	Fr	Sa	Su	Mo	Tu	We	HR
C	-	-	-	-	D	D	N	34	N	-	-	-	-	D	D	34
C	N	N	-	-	-	-	D	38	D	N	N	-	-	-	-	38
C	D	D	N	N	-	-	-	48	-	D	D	N	N	-	-	48
C	-	-	D	D	N	N	-	48	-	-	-	D	D	N	N	48

Shift	Th	Fr	Sa	Su	Mo	Tu	We	HR	Th	Fr	Sa	Su	Mo	Tu	We	HR
D	-	-	D	D	N	N	-	48	-	-	-	D	D	N	N	48
D	-	-	-	-	D	D	N	34	N	-	-	-	-	D	D	34
D	N	N	-	-	-	-	D	38	D	N	N	-	-	-	-	38
D	D	D	N	N	-	-	-	48	-	D	D	N	N	-	-	48

The day shift (D) will be worked from 8.00 a.m. to 6.00 p.m. and the night shift (N) will be worked from 6.00 p.m. to 8.00 a.m.

13.3 Subject to the prior approval of the Director or his/her delegate shift changes will be allowed between members of equal rank whether at their own station or at other stations.

13.4 Notwithstanding anything contained in this award, in the case of fire, all members off duty will be liable to be called upon to report to duty and if called upon will report for duty immediately provided that, in the opinion of the Director or his/her delegate, the member so called is fit for duty.

13.5 Rosters or changes in rosters will be posted in a position accessible to all members at least four days before the day on which the rosters or changes in rosters commence to operate.

13.5.1 In addition to 13.8 the 10/14 roster may be varied for members on special duties and to provide that during a period of training a member may be rostered for the duration of the period of training on day duties.

13.5.2 The 10/14 roster will not be departed from except in accordance with 13.8 or to meet an emergency due to sickness or other unexpected or unavoidable cause, to allow for the provisions in 13.5.1 hereof and 13.7 of this clause.

- 13.5.3** In the event of an alarm requiring any station to stand-by or turn-out for a fire, being received at the station during roll call, the oncoming shift will crew the appliances and if required, proceed to the fire, and the off-going shift will remain on duty if required until the shift returns or until otherwise directed, when it will be dismissed.
- 13.5.4** If, when the oncoming shift reports at a station at the time prescribed for the change of shift, the other shift is proceeding to or attending a fire or alarm, the oncoming shift, if so ordered, will after roll call proceed to the fire; and the officer or senior member of the shift will without delay report the arrival of the shift to the officer in charge of the fire. The off-going shift will remain on duty at the fire until relieved. The officer in charge at the fire may, if in his/her judgement it is expedient, hold both the oncoming and off-going shifts for duty at the fire. 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.
- 13.5.5** 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 up to two hours. Nothing herein contained is to be deemed to sanction an unauthorised absence or to relieve the absent member from a liability to be charged with being absent without leave and being dealt with accordingly.
- 13.5.6** No member will be permitted to work more than two consecutive shifts straight except in the case of a fire call, natural disaster or other emergency incident. This paragraph will not apply in cases of shift changes provided for in 13.3 of this clause.
- 13.5.7** Subject to the provisions of this clause, every member will be dismissed punctually from his/her rostered shift.
- 13.5.8** Where a member is required to sit for an examination conducted by the Fire and Rescue Service and the member is rostered on a night shift ceasing at 8.00 a.m. on the day of the examination, the Director or his/her delegate will ensure that the rostered shift of the member is changed from that night shift to the day shift of that day immediately prior to the examination day.
- 13.6** A member working day duty who has completed his/her normal weekly hours will not be rostered for shift work until he/she has had two full days off.
- 13.7** A member will not be rostered off shift work onto day duty except:
- 13.7.1** To meet an emergency due to sickness or other unexpected or unavoidable cause beyond the employer's control; or
- 13.7.2** By personal agreement between the employer and the employee.
- 13.7.3** By agreement between the employer and the union or other employee representative to suit the circumstances of the establishment.

13.8 Transfer between shifts

13.8.1 Voluntary transfer

13.8.1(a) A member who wishes to apply for a transfer from day work to shift work or shift work to day work may apply to do so. In the event of such application, approval of the transfer by the Director or his/her delegate will be dependent upon:

13.8.1(a)(i) the needs of the service; and

13.8.1(a)(ii) the career development of the applicant.

13.8.1(b) Where a member voluntarily transfers and the duration is to be negotiated, the maximum period of two years for transfers may be waived if the member and the Director or his/her delegate reach agreement. The negotiated term may be reduced to the duration as determined by the Director or his/her delegate if the transfer is no longer in the best interests of the Fire and Rescue Service.

13.8.2 Compulsory transfer

13.8.2(a) The Director or his/her delegate may transfer members of the same rank through various duties within the Fire and Rescue Service for an appropriate purpose and for a specified period.

13.8.2(b) Where a member is transferred from day work to shift work or shift work to day work, as the case may be the following will apply:

13.8.2(b)(i) The Director or his/her delegate will determine the duration of the transfer which may be any period up to a maximum of two years.

13.8.2(b)(ii) Where a transfer is to take place and it is not possible to give a precise duration, the matter is to be negotiated with a view to determining a mutually agreed duration.

13.8.2(b)(iii) It is the intent that a member on the completion of the period of transfer will be returned to shift duty or day duty as the case may be, if the member concerned requests that this occur. Where the Director or his/her delegate believes that this is not appropriate, prompt consultation will take place with the member concerned and with the union if the member so requests, prior to the expiration of the period of transfer.

13.8.2(b)(iv) The Director or his/her delegate will provide written notice of not less than three months prior to the transfer. The notification will include the reason for the transfer and an indication of the duration. The three months notification period may be waived with the full agreement of the member being transferred.

- 13.8.2(b)(v)** A member may appeal to the Commissioner under section 59 of the Act in writing setting out the grounds for his/her appeal.
- 13.8.2(b)(vi)** Any member who is the subject of a transfer within the meaning of this clause, will not be transferred again for a period of two years. The two years may be waived with the agreement of the member concerned.
- 13.8.2(b)(vii)** In the case of an unforeseen shortfall in staff the Director/Chief Fire Officer may in consultation with the Union transfer a member to day work or shift work, within a centre, for a period not exceeding six months. Period of notice not less than four days will be given to the member transferring.

13.8.3 Resting on duty

- 13.8.3(a)** Members on night shift may be permitted to sleep between the hours of 10.00 p.m. and 6.00 a.m. subject to the following conditions:
 - 13.8.3(a)(i)** Sleeping is not permitted under any circumstances by a member on Control Room Duty in the designated Darwin Control Room.
 - 13.8.3(a)(ii)** The supply of bedding is the responsibility of members and will be kept in a clean condition by members to the satisfaction of the Director or his/her delegate.
- 13.8.3(b)** Members will be allowed sufficient time during working hours to clean and dry bedding which will be undertaken with access to on-site facilities.

14. OVERTIME - GENERAL PROVISIONS

- 14.1** A member who works in excess of their ordinary hours of duty will not be entitled to payment of overtime unless such excess time was worked at the direction of the Director or his/her delegate.
- 14.2** A member will be liable to be called for duty any time he/she is required but, except as provided in 14.3 of this clause, all time worked in excess of the prescribed weekly hours will be paid for as overtime at the rate of:
 - 14.2.1** Time and a half for the first two hours and double time thereafter Monday to Saturday provided that overtime worked on a Saturday in addition to ordinary duty on that day will be paid for at double time;
 - 14.2.2** Double time on Sunday;
 - 14.2.3** Double time and a half on a public holiday.

- 14.3** Notwithstanding anything else contained in this award, where a member transfers from shift work to day work or day work to shift work the hours of duty for which overtime is payable may be adjusted to effect the requirement of a member to work ordinary hours of 38 hours per week or an average of 38 hours per week.
- 14.4** Under the roster prescribed in 13 - Shift Duty, each eight week cycle contains sixteen hours rostered overtime which will be paid for when worked at the rate of time and a half for the first four hours and double time for the remaining twelve.
- 14.4.1** The payment of such rostered overtime will be averaged as prescribed in 14.3 and is included in the annual salary rate.
- 14.5** A member who is required to work overtime will be entitled to a minimum payment of fifteen minutes at overtime rates.
- 14.6** A member returning to his/her station from fire duty after the time fixed for roll call will be allowed fifteen minutes to prepare themselves for dismissal and such time will be regarded as overtime and payment made accordingly.
- 14.7** Payment for overtime will be made on the earliest practicable pay day following the conclusion of the fortnight during which the member became entitled to the payment of overtime.
- 14.8** Where at the completion of his/her normal rostered shift a member is required through the exigencies of the service to continue on duty without a meal break and such duty is to be, or becomes, for two hours or longer, the member will where practicable be granted a crib time of twenty minutes to take a meal and/or refreshments prior to the commencement of overtime and such time will count for the purpose of overtime.
- 14.9** A member working overtime other than on a rostered shift will, where practicable, be granted a crib time of twenty minutes to take a meal and/or refreshments without deduction from pay after each four hours overtime worked, provided that the member continues work after that crib time.
- 14.10** The Director or his/her delegate will make every reasonable effort to avoid rostering members on to training outside ordinary hours. Members on training or attending examinations outside rostered or ordinary hours will be granted time off duty equal to the extra time worked.
- 14.11** Every reasonable effort will be made to avoid the attendance of members at appeal boards constituted under the Act outside rostered or ordinary hours, subject to members being party to an appeal board hearing being entitled to attend that hearing. Members attending appeal boards outside rostered or ordinary hours will be granted time off duty equal to the extra time worked.

14.12 Rest relief after overtime

14.12.1 A member who works so much overtime between the termination of his/her ordinary duty on one day and the commencement of his/her ordinary duty on the next day that he/she has not had at least eight consecutive hours off duty between those times, will, subject to this clause, be released after completion of such overtime until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. Reasonable travelling time, in addition to the eight hours off duty, will be allowed to cover time taken in travelling from and to his/her place of employment.

Provided that if such a member is required by the Director or his/her delegate to resume or continue work without having had eight consecutive hours off duty plus reasonable travelling time, he/she will be paid at double rates or such higher rates as may be elsewhere prescribed until he/she is released from duty for that period and he/she will then be entitled to be absent until he/she has had eight consecutive hours off duty plus reasonable travelling time without loss of pay for ordinary working time occurring during that absence.

14.12.2 The provisions of 14.12.1 of this clause will not apply to:

14.12.2(a) Overtime, unless the actual time worked (excluding travelling time) is at least three hours on each call.

14.12.2(b) Overtime (not exceeding three hours) worked immediately prior to the commencement of a rostered shift.

14.12.3 No member may claim overtime for his/her rostered shift if he/she has voluntarily chosen to work overtime on the shift prior to that rostered shift.

14.13 Emergency duty

14.13.1 Members shall be subject to the provision of By-law 37, provided that in addition to By-law 37 the following shall be inserted:

14.13.1(a) This clause shall not apply:

14.13.1(a)(i) To members whose duty for the day is varied by alteration of the commencement of the scheduled shift to meet an emergency, and

14.13.1(b)(ii) Where a member rostered on duty on any day is unable through illness or any unforeseen circumstances to attend for duty and any member who is rostered off duty on that day is required by the Director or his/her delegate to perform duty on that day in place of the absent member.

In such cases the member shall be entitled to overtime in accordance with clause 12 – Hours of duty.

14.14 Superintendents will not be entitled to claim for overtime, except by prior arrangement with the Director or his/her delegate.

PART 5 - LEAVE OF ABSENCE

15. RECREATION LEAVE

15.1 Except as provided in this clause the general recreation leave conditions will be those contained in By-laws 4 and 6 and for compulsory transferees 45, 46, 47 and 48.

15.1.1 For the purpose of By-law 4, the recreation leave credit which accrues to a member who works day work only will be six weeks.

15.1.2 For the purpose of By-law 4, the recreation leave credit which accrues to a member who works shift work in accordance with the 10/14 roster will be six weeks which for the purposes of the member's credit will be recorded as 264 hours. Recreation leave taken by a member whilst working shift work in accordance with the 10/14 roster will be deducted from credits at the rate of one hour for each hour of rostered duty that the member is absent on recreation leave.

15.1.3 A member to whom 15.1.2 applies will be entitled to the payment of rostered overtime in accordance with 14.4 whilst on recreation leave.

15.1.4 Where a member transfers, either temporarily or permanently, from working shift work in accordance with the 10/14 shift to working day work only, the member's leave credit will be adjusted according to the following formula:

$$A = \frac{240}{264} \times C$$

15.1.4(a) Where:

- A is the member's new credit after transfer to day work, and
- C is the credit due to the member immediately before transfer to day work.

15.1.5 Where a member transfers, either temporarily or permanently, from working day work only to working shift work in accordance with the 10/14 roster, the member's leave credit will be adjusted according to the following formula:

$$A = \frac{264}{240} \times C$$

15.1.5(a) Where:

- A is the member's new credit after transfer to shift work in accordance with the 10/14 shift, and
- C is the credit due to the member immediately before transfer to shift work in accordance with 10/14 shift.

15.2 In addition to leave granted under 15.1 a member rostered to perform duty on at least ten Sundays during the period in respect of which the leave accrued will be granted one calendar week's leave.

15.2.1 If rostered to perform on less than ten Sundays during the period in respect of which the leave accrued a member will be granted four hours in respect of each Sunday rostered.

15.2.2 In calculating leave entitlements in accordance with this subclause, the following conditions will apply:

15.2.2(a) Shifts any part of which fall on a Sunday will count as a full Sunday shift.

15.2.2(b) Leave entitlements will be calculated on the roster and not on actual physical performance.

15.2.2(c) Sunday rostered overtime shifts will count similarly to rostered ordinary Sunday shifts.

15.3 Salary for the purpose of recreation leave will include the member's annual salary, NTA, if applicable, and any other allowance to which the member may be entitled.

16. RECREATION LEAVE LOADING

16.1 A member will be eligible for leave loading under the conditions of By-law 5.

16.2 For the purpose of By-law 5 (c) the 34% shift loading is greater than the payments calculated in accordance with this clause.

17. LONG SERVICE LEAVE

17.1 The period of long service leave which accrues to a member will be 4/10 of a month on full pay or 8/10 of one month on half pay for each completed year or fraction of a year of service.

17.2 With the exception of the provision of 17.1 all other conditions relating to long service leave will be those conditions contained in By-law 8. Provided that no current employee will be disadvantaged by the operation of this clause.

17.3 Salary for the purpose of long service leave will include a member's annual salary if the member or his/her dependents remain in the Northern Territory during this period of leave, the NTA to which the member was entitled at the commencement of his/her long service leave and any other allowance to which the member was entitled at the commencement of his/her long service leave and which, in the opinion of the Director or his/her delegate, should continue to be paid.

18. LEAVE ROSTER

18.1 A leave roster for recreation leave and long service leave will be drawn up from time to time so that the commencement of the first leave scheduled on such rosters will not be less than one month after the date of the publication of such roster.

- 18.2** The name of every member entitled to leave will appear on the roster. If no firm date for leave is shown on the roster for any member a probable date will be shown if possible, if not, a reason will be given.
- 18.3** A leave roster published as aforesaid will not be altered unless:
- 18.3.1** In the opinion of the Director or his/her delegate, an alteration is necessary having regard to the exigencies of the service; or
- 18.3.2** A member requests that an alteration be made to his/her leave and other members affected by the alteration consent to and the Director or his/her delegate approves the request.
- 18.4** Subject to approval of the Director or his/her delegate, leave which accrued under the conditions contained in 15.2 may be taken without regard to the roster. For the purpose of 15.2.1 for members on the 10/14 roster one week will be one cycle of duty on four shifts, i.e. two day shifts and two night shifts.
- 18.5** Subject to the approval of the Director or his/her delegate no recreation leave or programmed day off may be taken which is of less than two rounds of shifts, except that up to 68 hours' leave may be used without regard to the leave roster or the two rounds limit providing the minimum staffing levels in force at the time are not affected by such utilisation.

19. SICK LEAVE

- 19.1** Subject to the following subclauses, members will be entitled to sick leave.
- 19.1.1** For members working on the 10/14 roster:
- 19.1.1(a)** By-law 7 will read twelve shifts on full pay (6D,6N); and
- 19.1.1(b)** By-law 7 will read in lieu of five days, four shifts (2D,2N). In any calendar year for any absence exceeding one shift the member will be required to produce a medical certificate.
- 19.1.1(c)** Only three single day or night absences may be taken in one calendar year without the requirement to produce a medical certificate.
- 19.2** The Director or his/her delegate may in special circumstances, approve the conversion of sick leave full pay credits to sick leave half pay credits.
- 19.3** Salary for the purpose of sick leave will include:
- 19.3.1** For the purpose of sick leave on full pay a member's annual salary, current Northern Territory Allowance and any other current allowance to which the member was entitled at the commencement of his/her sick leave, and
- 19.3.2** For the purpose of sick leave on half pay, one half the member's annual salary, full Northern Territory allowance plus any other allowance or part of an allowance.

19.4 Where a member has been absent through illness, or the Director or his/her delegate is of the opinion that the employee is likely to be absent through illness, for thirteen weeks continuously, the member will be examined by a medical practitioner approved by the Director or his/her delegate.

In addition, arrangements may be made for a member to be medically examined where:

19.4.1 The Director or his/her delegate considers that the member is incapable of performing normal duties on medical grounds;

19.4.2 The member presents a certificate or letter from a private medical practitioner indicating that the employee is suffering from a medical condition and;

19.4.2(a) is unfit for current normal duties but is fit for other duties; or

19.4.2(b) is unfit for any duties and should be retired;

19.4.3 The Director or his/her delegate considers that the member's medical condition is so serious that an examination is warranted; or

19.4.4 The member is frequently absent on sick leave and the Director or his/her delegate considers that it is desirable for the member to be medically examined.

19.5 Where an employee has been absent through illness for thirteen weeks continuously, the grant of further leave or his/her return to duty will be subject to the employee being examined by the departmental medical officer and/or a medical practitioner approved by the Director or his/her delegate.

20. LEAVE IN SPECIAL CIRCUMSTANCES

20.1 A member will not be entitled to leave in special circumstances as a right.

20.2 The Director or his/her delegate may grant a member leave in special circumstances on full pay for any period or periods, but any days over three working days in any year of service granted in accordance with this clause will be deducted from the member's next recreation leave credit, subject to a maximum of three working days; the Director or his/her delegate will not unreasonably withhold the granting of leave.

20.3 Other leave – refer By-law 16.

21. BEREAVEMENT LEAVE

Notwithstanding the foregoing provisions for the grant of special leave in special circumstances under clause 20 and subject to the discretion of the Director or his/her delegate to grant leave of absence under this clause, a member shall be entitled to a maximum of three days' leave of absence on the death of a spouse (including a de facto spouse), parent, (including a parent-in-law or parent of a spouse), brother, sister or child (including a child of a spouse or de facto spouse) of the member.

22. MATERNITY AND PATERNITY LEAVE

In addition to leave elsewhere prescribed in this award a member will be entitled to maternity or paternity leave, as the case may be, in accordance with the provisions of the By-laws 9, 10, 11 and 12 or where applicable, By-law 53. Provided that no current employee will be disadvantaged by the operation of this clause.

PART 6 - AWARD COMPLIANCE

23. PROVISION OF AWARD

The Director or his/her delegate will provide every member with a copy of this award upon commencement of employment. All variations to the award will be notified in the Fire and Rescue Service Gazette.

24. ENTERPRISE FLEXIBILITY PROVISIONS

(See ss.113A and 113B of the Act)

24.1 Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process shall apply:

24.1.2 A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.

24.1.3 For the purpose of the consultative process the employees may nominate the Union or another to represent them.

24.1.4 Where agreement is reached an application shall be made to the Commission.

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