

Fire Brigade Employees' Award, 1990, No. A 28 of 1989

1. - TITLE

This Award shall be known as the Fire Brigade Employees' Award, 1990, No. A 28 of 1989 and shall replace the "Fire Brigade Employees' Consolidated Award 1975", "Fire Brigade Officers Consolidated Award 1975", and the "Fire Brigade Employees' (Servicemen, Extinguisher and Hose Services Branch) Consolidated Award 1975".

1B. - PAID RATES

It is a condition of this award that the wages and conditions which apply to employees covered by Clause 3. - Scope of this award do not exceed those prescribed in the award.

1B. - MINIMUM ADULT AWARD WAGE

- (1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- (2) The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38 hour week is \$819.90 per week.

The minimum adult award wage for full-time employees aged 21 or more working under awards that provide for other than a 38 hour week is calculated as follows: divide \$819.90 by 38 and multiply by the number of ordinary hours prescribed for a full-time employee under the award.

The minimum adult award wage is payable on and from the commencement of the first pay period on or after 1 July 2022.

- (3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case decisions.
- (4) Unless otherwise provided in this clause adults aged 21 or more employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result, shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- (5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award (if applicable) to the minimum adult award wage, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- (6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or government approved work placement programs or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- (7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- (8) Subject to this clause the minimum adult award wage shall –
 - (a) Apply to all work in ordinary hours.
 - (b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.
- (9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2022 State Wage order decision. Any increase arising from the insertion of the minimum wage will 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 enterprise agreements, consent awards or 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 under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum wage.

(10) Adult Apprentices

- (a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38 hour week is \$696.50 per week.
- (b) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38 hour week is calculated as follows: divide \$696.50 by 38 and multiply by the number of ordinary hours prescribed for a full-time apprentice under the award.
- (c) The minimum adult apprentice wage is payable on and from the commencement of the first pay period on or after 1 July 2022.
- (d) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.
- (e) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.
- (f) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

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3. - SCOPE

This award shall apply to those employees classified in Clause 6. - Wages of this award and who are employed by the Western Australian Fire Brigades Board, provided that nothing herein contained, shall apply to auxiliary Firefighters who may be employed under the conditions laid down from time to time in the Rules and Regulations issued under the provisions of the Fire Brigades Act 1942.

4. - TERM

The term of this award shall be for a period of twelve months commencing on 31st August, 1990.

5. - INTERPRETATION

- (1) "Metropolitan Fire District" shall be as determined from time to time pursuant to the Fire Brigades Act 1942.
- (2) "Country" shall mean that portion of the State of Western Australia situated outside the Metropolitan Fire District as defined pursuant to the Fire Brigades Act 1942.
- (3) "Shift Employees" shall include:
 - (a) Officers and Firefighters rostered on the continuous shift system.
 - (b) Country Station Officers.
- (4) "Day Duties Staff" shall mean all firefighting staff employed on other than continuous shift fire duties.
- (5) "Firefighter" means an employee whose wage is classified by Clause 6 (2)(a) of the award.
- (6) "Officer" means an employee whose wage is classified by Clause 6 (2)(b) and (c) of this award.
- (7) "Fire Safety Assistant" means an employee designated as such other than a qualified Firefighter who is employed to assist with the Board's Fire Safety function.

- (8) "Board" means the Western Australian Fire Brigades Board as constituted under the Fire Brigades Act 1942.

6. - WAGES

- (1) The base rate per week for shiftwork staff will be as follows:

Classification	Base Rate per Week
Trainee Firefighter	878.50
3rd Class Firefighter	920.20
2nd Class Firefighter	936.10
1st Class Firefighter - Level 1	963.90
- Level 2	980.70
- Level 3	1033.90
Senior Firefighter	1061.70
Station Officer - Level 1	1145.40
- Level 2	1173.10
District Officer	1308.10
Superintendent	1373.90
Communication Systems Officer – level 1	921.00
Communication Systems Officer – level 2	955.90
Communication Systems Officer – level 3	986.00
Communication Systems Officer – level 4	1015.90

- (2) The total weekly rate for employees specified in subclause (1) will be calculated by the sum of the base rate and 39.8% of that base rate of pay in lieu of all loadings and penalties accumulated as a consequence of working shift work as detailed in clauses 8 – Hours of Duty and 34 - Formula for Calculation of Penalties.

- (3) The rate of pay per week for fire safety assistants will be:

Fire Safety Assistants

Grade 1	980.70
Grade 2	1035.70
Grade 3	1123.40
Grade 4	1160.50

Fire Safety Assistant (O'Connor Workshop)

Grade 1	980.70
Grade 2	1035.70

- (4) The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.

These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.

Increases in the rates of pay otherwise made under the State wages Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

7. – PROMOTIONS

- (1) Firefighters will be eligible for progression through the firefighter classifications subject to the following:
 - (a) Upon attainment of the skills and competencies at the trainee level, a trainee firefighter will progress to the level of 3rd class firefighter.
 - (b) 3rd class firefighters will progress to 2nd class after 1 year's satisfactory service in 3rd class and successful completion of the appropriate competency levels.
 - (c) 2nd class firefighters will progress to 1st class, level 1 after 1 year's satisfactory service in 2nd class and successful completion of the appropriate competency levels.
 - (d) 1st class level 1 firefighters will progress in 1st class level 2 after 1 year's satisfactory service in 1st class level 1 and successful completion of the appropriate competency levels .
 - (e) 1st class level 2 firefighters will progress to 1st class, level 3 after 1 year's satisfactory service in 1st class level 2 and successful completion of the appropriate competency levels .
 - (f) 1st class level 3 firefighters will progress to senior firefighter after 1 year's satisfactory service in 1st class level 3 and successful completion of the appropriate competency levels .
- (2) Promotion to vacancies at the Station Officer Level 1 rank will be from Senior Firefighters (or equivalent) who have successfully attained the appropriate competencies (or equivalent) as agreed between the parties in accordance with merit selection.
- (3) Promotion to Station Officer Level 2 rank will be from Station Officers (or equivalent) after two years service at Station Officer Level 1 who have successfully attained the appropriate competencies (or equivalent) as agreed between the parties.
- (4) Promotion to vacancies at the District Officer rank will be from Level 2 Station Officers (or equivalent) who have successfully attained the appropriate competencies (or equivalent) as agreed between the parties in accordance with merit selection.
- (5) Promotion to vacancies at Superintendent rank will be from District Officers (or equivalent) who have successfully attained the appropriate competencies (or equivalent) as agreed between the parties in accordance with merit selection.
- (6) A fire safety assistant will progress between the grades on attainment of the appropriate skills and competencies required for the position.
- (7) Communication Systems Officers will progress between the levels on attainment of the appropriate skills and competencies as agreed between the parties.

8. - HOURS OF DUTY

- (1)
 - (a) The ordinary hours of work for shift employees, shall be 42 per week to be worked in a system of shifts comprising two consecutive day shifts, two consecutive night shifts followed by four days off.
 - (b) The shifts shall be worked by four platoons known as the "A", "B", "C" and "D" platoons.
 - (c) The ordinary daily hours of work shall be ten on day shift and fourteen on night shift.
 - (d) The ordinary rostered hours of work prescribed in paragraph (a) of this subclause, shall be paid in accordance with Clause 35. - Formula for Calculation of Weekly Wages.

- (e) Notwithstanding anything contained herein, an employee may, for the efficient working of the service be required to change from one platoon to another, provided that where the employee works in excess of forty hours during the week in which the change occurs, he/she shall be paid at overtime rates for all such excess time.
- (2) (a) Firefighters, Officers and the Fire Safety Assistants assigned to day duties shall be required to work 38 hours per week as part of their ordinary hours of work, spread over five days per week, Monday to Friday, between 7.00 am and 6.00 pm. Employees assigned to day duties may be entitled to work a nine day fortnight. The implementation of this provision shall be by agreement between the parties.
- (b) Notwithstanding the provisions of paragraph (a) hereof, Firefighters and Officers may be required to work up to 40 hours per week as part of their ordinary hours of work, spread over five days per week, Monday to Friday, between 7.00 am and 6.00 pm.
- (3) (a) An employee may be required for the purpose of training to work for 40 hours, Monday to Friday within the daily spread of hours between 8.00 am and 6.00 pm. Such hours to be limited to eight in any one day.
- (b) Except in the case of a trainee firefighter or a firefighter attending a Potential Officer Training Course, a training period shall be limited to a period of one month, unless such period shall be extended by agreement between the Board and the union, or failing such agreement as determined by a Board of Reference.
- (4) Shift officers may be transferred or appointed to day duties.
- (5) The meal break shall be as mutually agreed upon by the parties to this award.
- (6) An officer held back after his/her normal time of ceasing duty, in order to maintain minimum staffing requirements, shall be paid a minimum of one hour at overtime rates.

9. - PUBLIC HOLIDAYS

- (1) Employees employed on day duties, shall be entitled to leave without deduction of pay for all Public Service holidays, Public Holidays or the days observed in lieu thereof.
- (2) Shift employees shall not be entitled to observe the Public Holiday.

10. - ANNUAL LEAVE

- (1) (a) Each employee employed in the classifications described in Clause 6(2)(a), (b), and (c) of this award, shall be entitled to 42 days annual leave on full pay for each year of service.
- (b) Each employee employed in the classifications described in Clause 6(2)(d) of this award, shall be entitled to 28 days annual leave on full pay for each year of service.
- (2) (a) Notwithstanding subclause (1), the leave shall be granted and taken on a roster, which may provide a greater or lesser period of leave in any one year, as may be agreed between the union and the Board.
- (b) The annual leave roster for shift employees shall incorporate the additional leave arising from the accumulation of the average of two hours additional time worked each week in accordance with the roster set out in Clause 8. - Hours of Duty of this award. The annual accumulated leave and annual leave shall be joined together and the leave roster shall provide for 32 days leave (exclusive of the days off provided for in Clause 8(1)(a) of this award) within each 208 day period.

- (3) After one month's continuous service in any year of service, an employee whose employment terminates for reasons other than misconduct, shall be entitled to a pro-rata allowance for annual leave for each completed month of service in that year of service.
- (4) Full pay for the purpose of this award means the amounts set out in Clause 6. - Wages of this award.

11. - SICK LEAVE

- (1)
 - (a) An employee shall be entitled to payment for non attendance on the ground of personal ill health for seven hours pay for each completed month of service.
 - (b) Payment hereunder may be adjusted at the end of each calendar year, or at the time the employee leaves the service of the Board in the event of the employee being entitled by service, subsequent to the sickness of a greater allowance than that made at the time the sickness occurred.
- (2) The unused portion of the entitlement prescribed in subclause (1)(a) of this clause, shall be allowed to accumulate and may be availed of in the next or any succeeding year.
- (3) In order to acquire entitlement of payment in accordance with this clause, the employee shall as soon as reasonably practicable, advise the Board of his/her inability to attend for work, the nature of his/her illness or injury and the estimated duration of the absence. Provided that such advice other than in extra/ordinary circumstances, shall be given to the Board within 24 hours of the commencement of the absence.
- (4) No employee shall be entitled to the benefits of this clause unless he/she produces proof to the satisfaction of the Board or his/her representative of sickness provided the Board shall not be entitled to a medical certificate for absence of less than three consecutive working shifts unless the total of such absence exceeds five full or part shifts in any one accruing year. Consecutive shifts shall also include the shifts immediately prior to and the shifts immediately following the four days off.
- (5)
 - (a) Subject to the provisions of this subclause, the provisions of this clause also apply to an employee who suffers personal ill health or injury during the time when he/she is absent on annual leave and an employee may apply for and the Board shall grant paid sick leave in place of paid annual leave.
 - (b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to his/her place or residence or a hospital as a result of his/her personal ill health or injury for a period of seven consecutive days or more and he/she produces a certificate from a registered medical practitioner that he/she was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the Board in accordance with subclause (3) of this clause if he/she is unable to attend for work on the working day next following his/her annual leave.
 - (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time he/she proceeded on annual leave and shall not be made with respect to fraction of a day.
 - (d) Where paid sick leave has been granted by the Board in accordance with paragraph (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the Board and the employee or, failing agreement, shall be added to the employee's next period of annual leave, or if termination occurs before then be paid for in accordance with the provisions of subclause (3) of Clause 10. - Annual Leave of this award.
 - (e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken, as provided in sub-clause (4) of Clause 10. - Annual Leave of this award.
- (6) The provision of this clause with respect to payment does not apply to employees who are entitled to payment under the Workers' Compensation Act, or to employee's whose injury or illness is the result of

the employee's own neglect or misconduct, or where the employee does not notify the Board of his/her sickness in accordance with sub-clause (3) of this clause.

12. - LONG SERVICE LEAVE

- (1) Every employee shall be credited with a period of 13 weeks' long service leave for and on the completion of each of the consecutive periods of continuous service as follows - for the first 10 years, and thereafter for each period of 7 years.
 - (a) Long service leave shall be granted solely for recuperative purposes.
 - (b) No employee shall undertake during long service leave, without the consent of the Board, any form of employment for hire or reward. Any contravention of this condition shall render the employee liable to dismissal.
- (2) Continuous Service

For the purposes of this section, continuous service shall be deemed to include:

 - (a) Absence on annual leave or public holidays.
 - (b) Absence on paid sick leave.
 - (c) Absence on approved sick leave without pay except that portion of continuous absence which exceeds 3 months.
 - (d) Absence on workers compensation except that portion of a continuous absence which exceed 6 months.
 - (e) Absence on approved leave without pay, other than sick leave without pay, not exceeding an aggregate of 2 weeks in any qualifying period.
 - (f) Absence on approved military service leave.
- (3) Continuous service shall be deemed not to include:
 - (a) Absence on long service leave which accrues prior to 11th May, 1979.
 - (b) Service prior to 11th May, 1979 where the employee was less than 18 years of age.
- (4) Granting of Leave
 - (a) The day on which an employee shall commence his/her long service leave, shall be solely at the convenience of the Board provided that the Board, as far as possible and having regard to the relief available and other factors, grant such leave in the order of priority of length of continuous service.
 - (b) Wherever possible, not less than 1 month's notice, shall be given to an employee of the date on which his/her long service leave shall commence.
- (5) Aims of Allocating Leave Periods
 - (a) To allocate long service leave to staff in order of due date priority and within reasonable close proximity to the date of entitlement.
 - (b) To ensure that, as far as is practicable, the seasonal quarterly periods during which long service leave is taken are equally distributed.

- (c) To advise staff of long service leave allocations as early as possible to enable staff to preplan and make early bookings.
- (d) To permit staff to exchange leave periods within reasonable practicable limits.

(6) Rostering Procedure

- (a) In order to allow 91 days' long service leave to all staff, the following starting and finishing dates will apply:

1st Quarter	91 days (13 weeks)	2 July - 30 September, inclusive
2nd Quarter	91 days (13 weeks)	1 October - 30 December, inclusive
3rd Quarter	91 days (13 weeks)	1 January - 1 April, inclusive
4th Quarter	91 days (13 weeks)	2 April - 1 July, inclusive

(7) Provisional Long Service Leave Rosters

A provisional roster will be published by 31 December each year showing provisional allocations for both officers and firefighters for the year commencing 1 July, 18 months later.

(8) Final Long Service Leave Rosters

The final long service leave roster showing final approved allocations, will be published by 1 May each year for the following twelve months commencing 1 July, 2 months later.

(9) Exchange of Long Service Leave

- (a) Exchanges of long service leave periods between staff listed on the provisional rosters will be permitted subject to the following conditions:
 - (i) Long service leave is not to commence earlier than 6 months before due date.
 - (ii) Applications for exchange of long service leave periods must be in writing to the Chief Officer.
- (b) No changes to a provisional roster will be accepted later than 31 March, approximately 15 months after the publication of the provisional roster. That is to say:
 - (i) Exchanges within the same provisional roster are open for approximately 15 months from publication.
 - (ii) Exchanges between two successive provisional rosters are open for approximately 3 months from publication of the second provisional roster.

(10) Roster Allocations Due to Promotion

- (a) Firefighters promoted to station officer rank will be required to change long service leave rosters. This will have the effect of cancelling any leave period allocated under the firefighters roster.
- (b) Where a long service leave period has been allocated under the firefighters roster, the newly appointed officer will be listed in due date priority on the earliest available roster. Consideration, however, will be given to written applications to retain a long service leave period allocated under the firefighters roster prior to promotion should satisfactory proof of prior arrangements or bookings be furnished.

(11) Public Holidays

Any public holidays occurring during the period in which an employee is on long service leave, shall be calculated as portion of the long service leave, and extra days in lieu thereof, shall not be granted.

(12) Sickness or Accident

(a) Where an employee, through personal ill health, is confined to their place of residence or a hospital for a continuous period of 14 days or more during any period of long service leave taken after 10 May, 1979 and the confinement is certified by a medical practitioner, such period shall be considered sick leave and deducted from any such sick leave credits as are available to the employee, and any amount of time so deducted shall be given as additional long service leave at a time convenient to the Chief Officer.

(b) Where an employee is sick or disabled through an accident on the day, he/she should have resumed duty after long service leave, he/she shall, subject to the production of a medical certificate, be treated as absent on sick leave as from such date.

(13) Accumulation of Leave

(a) Employees over the age of 55 years may, by written application to the Chief Officer, apply for permission to accumulate two periods of long service leave.

(b) Such applications shall be submitted as early as possible and shall not be considered unless reasonable notice is given.

(14) Payment for Leave Credited as Due

(a) An employee may, on commencing long service leave, be paid his/her salary or wages in advance, at his/her permanent classified rate of pay, for a period equivalent to the leave taken.

(b) An employee who retires at the age of 60, or at any time thereafter up to the age of 65, or who retires on account of incapacity due to old age, or through ill health, or the result of an accident, shall be paid for long service leave as credited.

(c) An employee who resigns other than to escape dismissal, shall be paid for any long service leave as credited.

(d) An employee who is dismissed, or who resigns in order to escape dismissal, shall be entitled to payment for any long service leave credited as due to him/her prior to the date of the offence for which he/she was dismissed or resigned in order to escape dismissal.

(15) Pro-Rata Leave on Retirement

(a) Where an employee retires or is retired under the circumstances mentioned in this clause and has served continuously for at least 12 months next before such retirement, such employee shall be paid (in addition to any complete periods of long service leave credited as due) for pro-rata long service leave to the date of retirement.

(b) Provided that, where the employee has any complete period of long service leave credited as due to them, the employee shall, if required so to do by the Board, take such complete period of long service leave before the employee reaches the date due for retirement, and thereafter such employee shall be entitled under this regulation to payment only of pro-rata long service leave equivalent in respect to that service in relation to which the employee has not been credited with a complete period of long service leave.

(c) Subject to the provisions of this clause, any employee who is retired for any reason other than misconduct or unsatisfactory service, shall be paid for long service leave pro-rata to the date of retirement.

(16) Payment on Death of an Employee

- (a) Where a deceased employee does not leave a dependent or dependants, payment for long service leave as credited due to the employee, shall be made to the deceased employee's estate.
- (b) Where a deceased employee does leave a dependent or dependants, payment for long service leave as credited due to the employee, shall be made to the dependent or dependants.
- (c) In addition, where a deceased employee does leave a dependent or dependants, and he/she had served continuously for at least twelve months next before his/her death, payment for pro-rata long service leave to the date of death, shall be made to the dependent or dependants.
- (d) For the purpose of the Fire Brigades Regulations 1943, a dependent shall mean the deceased employee's spouse or children, mother, father, invalid sister or brother who were dependent upon the employee.
- (e) Where there are two or more dependants as aforesaid, the Board may distribute the payment for long service leave in such manner as it thinks fit.

(17) Board's Superannuation Contributions

Notwithstanding anything contained in the Fire Brigades (Superannuation Fund) Regulations 1977, as in force from time to time, the Board shall not be liable to contribute for superannuation benefits in respect of long service leave lump sum payments made on the death, resignation, retirement or dismissal of an employee.

(18) Deductions Through Pay Sheets

Where payment for long service leave is made in a lump sum covering a specific period, the usual weekly deductions from the employee's salary or wages (such as for superannuation, assurance, taxation, etc) shall be deducted therefrom in a lump sum to cover a similar period.

- (19) An employee may, at his/her request and with the agreement of the employer, be absent from duty on long service leave for a period of 26 weeks in respect of each credited period of 13 weeks long service leave provided that the employee's entitlement to payment shall remain unchanged at 13 weeks wages at his/her permanent classified rate of pay whether paid in advance of the leave or at regular intervals during the leave.

13. - COMPASSIONATE LEAVE

- (1) An employee, other than a casual employee, shall on the death within Australia of a wife, husband, father, mother, father-in-law, mother-in-law, brother, sister, child or step-child, be entitled, on notice, to leave up to and including the day of the funeral of such relation and such leave, shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary working days. Proof of such death shall be furnished by the employee to the satisfaction of his/her employer.
- (2) Payment in respect of compassionate leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned, would have been off duty in accordance with the roster, or on long service leave, annual leave, sick leave, employees' compensation, leave without pay or on a public holiday.
- (3) For the purpose of this clause, the words "wife" and "husband" shall include a person who lives with the employee as a de facto wife or husband.
- (4) Nothing in this clause shall diminish the existing arrangements relating to the granting of paid leave for compassionate leave.

14. - OVERTIME

- (1)
 - (a) Except as otherwise provided herein, any work done outside the hours prescribed in Clause 8. - Hours of Duty of this Award, shall be deemed to be overtime and shall be paid for at the rate of double time.
 - (b) Notwithstanding the provisions of paragraph (a) hereof, Fire Safety Assistants employed in the Extinguisher and Hose Service Branch shall be paid overtime in accordance with the following:
 - (i) All time worked outside of ordinary working hours shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
 - (ii) Work done on Saturdays after 12.00 noon or on Sundays shall be paid for at the rate of double time.
 - (iii) Work done on any day prescribed as a public holiday shall be paid for at the rate of double time and one half.

(2) In the event that a firefighter is required to stay on duty because of failure on the part of his/her relief to relieve him/her at the due time, the firefighter shall receive a minimum payment of one hour but only if no relief is provided within 15 minutes of the usual finishing time.

(3) The Board may require any employee to work reasonable overtime at overtime rates, and such employee shall work overtime in accordance with such requirements.

(4) Employees, when off duty but available, may be recalled to attend either a fire call or other duty.

An employee, when off duty and recalled to attend a fire call or other duty under this paragraph, shall be paid a minimum of 3 hours at overtime rates. Provided that the employee reports for duty within 30 minutes of being called, the employee shall be paid from the time of receiving the call until such time as the employee signs off duty at the fire station.

(5) Employees on day duties staff may be paid an allowance in lieu of overtime, and such overtime allowance shall be determined by agreement between the parties.

In the event of the parties failing to agree what allowance should be paid, the matter may be referred to a Board of Reference for determination.

(6) Notwithstanding the provisions of this clause, the parties to this award may reach an agreement that a particular officer or group of officers will be allowed to take time off in lieu of payment for overtime worked, in which case, the time allowed, shall be calculated by dividing the overtime payment that would otherwise be made by the hourly rate of the employee.

(7) Where an employee has not been notified the day previous or earlier that he/she will be required to work overtime, the Board shall ensure that employees who work such overtime in excess of two hours, shall be provided with any of the meals occurring during such overtime or be paid an average of \$9.60 for such meals as are provided by this award.

Adjustments to the allowance shall be made in accordance with movements in the Public Service Award 1992 and shall operate from the same date as the variations to that award.

(8) Notwithstanding anything else in this clause, an employee required to hold back, shall receive the following meal allowances:

- (a) Day shift hold back following a night shift:
 - (i) If held back until between 1000 and 1200 hours - 1 meal.
 - (ii) If held back until after 1300 hours - 2 meals.
 - (iii) If held back for a full day is followed by a rostered night shift - 3 meals.

- (b) Night shift hold back following a day shift:
 - (i) If held back until after 2000 hours - 1 meal.
 - (ii) If held back for a full night shift followed by a rostered day shift - 3 meals.
 - (c) Where a hold back extends beyond one shift, each hold back shift or part of a shift, shall stand alone for the purposes of calculating meal allowances.
- (9) Notwithstanding anything else in this clause, an employee who is called back to duty, shall receive the following meal allowances:
- (a) Day shift call back during days off duty, if reporting no later than 1200 hours - 1 meal.
 - (b) Day shift call back following by a rostered night shift.
 - (i) If reporting no later than 1200 hours - 2 meals.
 - (ii) If reporting after 1200 hours - 1 meal.
 - (c) Night shift call back during days off duty.
 - (i) If reporting no later than 2000 hours - 1 meal.
 - (d) Night shift call back followed by a rostered day shift.
 - (i) If reporting no later than 2000 hours - 3 meals.
 - (ii) If reporting after 2000 hours - 2 meals.
 - (e) Where a call back extends beyond one shift, each call back shift or part of a shift, shall stand alone for the purpose of calculating meal allowances.

15. - HIGHER DUTIES

- (1) An employee relieving an employee at a higher rank for one or more shifts/days shall be paid the rate of pay applicable to the higher rank.
- (2) Leading or Senior Firefighters who have successfully completed the appropriate training program as agreed between the parties to this Award may relieve a Station Officer on other than primary response fire appliances.

16. - SPECIAL DUTIES

- (1) Station officers assigned to a day duty position to undertake Special Administrative duties shall be paid an allowance equivalent to 6% of the top station officer total weekly wage.
- (2) The allowance prescribed in subclause (1) shall only be payable for the duration of the appointment of the station officer to a day duties position.
- (3) The allowance prescribed in subclause (1) of this clause shall be paid in lieu of the following allowances;
 - (a) Training Wing Overtime allowance
 - (b) Travel allowance
 - (c) Fares

- (d) Higher Duties allowance to District Officers
- (4) Station officers who relieve in a substantive day duty District Officer position shall be paid a higher duty allowance and shall not be eligible for the allowance as prescribed by this subclause.
- (5) Firefighters assigned to a day duty position to undertake special administrative duties shall be paid an allowance equivalent to 6% of their total weekly wage for the duration of their assignment to special duties.

17. - OUTSIDE DUTIES

Other than firefighting duties, an employee covered by this award shall not be required to perform duties outside of the Station when the ambient temperature has reached 38 degrees celsius. During the period that the temperature reached or exceeds that level, employees may only be required to carry out internal station duties and to respond to fire calls.

Employees covered by this award, shall not be required to perform outside duties other than attending fire calls in periods of rain.

18. - SPECIAL CONDITIONS

- (1) Cleaning After Fire Call: If necessary, reasonable time not exceeding 30 minutes shall be allowed to an employee for cleaning (including any changing in connection therewith) after the completion of duties on the return from a fire call and prior to leaving the station provided that he/she shall see that the time of his/her departure from the station is recorded in the occurrence book, and also, that he/she submits a claim on the form provided for the purpose.
- (2) Wet Clothing: Where possible, an opportunity shall be given to an employee to change into dry clothing, where his/her uniform has become wet.
- (3) Operations Centre Duty: Operations Centre duties shall be performed by firefighters as directed by the Chief Officer.

19. - ON CALL ALLOWANCE

- (1) (a) An employee who is authorised in writing by the Chief Officer to meet the conditions required of being "on call" during periods off duty, shall be paid an allowance in accordance with the rates provided in Clause 19. - Overtime Allowance of the Public Service General Conditions of Service and Allowances Award - No. PSA A 4 of 1989.
- (b) Provided that payment in accordance with paragraph (a), shall not be made with respect to any period for which payment is made in accordance with the provisions of Clause 14. - Overtime of this award when the employee is recalled to work.
- (2) For the purpose of this clause, "on call" shall mean an instruction to an employee rostered to remain at the employee's residence or to otherwise be immediately contactable by telephone or paging system, outside the employee's normal hours of duty in case of a call out requiring an immediate return to duty.
- (3) Where an employee rostered for "on call" is recalled for duty during the period for which they are on call, then they shall receive payment for hours worked in accordance with Clause 14.
- (4) Time spent in travelling to and from the place of duty, where the employee rostered is actually recalled to duty, shall be included with actual duty performed for the purpose of overtime payment.
- (5) The entitlement to allowances provided for by this clause will be administered in accordance with the relevant circular of the Chief Officer of the Fire Brigades Board.

- (6) The provisions of this clause do not apply to employees employed in the classifications described in paragraph (c) of subclause (2) of Clause 6. - Wages of this award when entitled to receive payment in accordance with the provisions of Clause 19A. - Availability After Hours Contract of this award.

19A. - AVAILABILITY AFTER HOURS CONTACT

- (1) (a) The provisions of this clause apply to employees employed in the classifications described in paragraph (c) of subclause (2) of Clause 6. - Wages of this award.
- (b) For the purposes of this clause "on call" shall mean a written instruction by the Chief Officer to an employee rostered to remain at the employee's residence or to otherwise be immediately contactable by telephone or by paging system outside the employee's normal hours of duty in case of a call out requiring an immediate return to duty.
- (c) For the purposes of this clause "availability" shall mean a written instruction by the Chief Officer to an employee to remain contactable but not necessarily in immediate proximity to a telephone or paging system, outside the employee's normal hours of duty and be available at all such times for recall to duty.
- (2) (a) An employee instructed to be on call in accordance with paragraph (b) of subclause (1) of this clause shall be paid an allowance equal to six hours at the employee's normal hourly rate for each week so rostered.
- (b) An employee instructed to be on call in accordance with paragraph (c) of subclause (1) of this clause shall be paid an allowance equal to three hours at the employee's normal hourly rate for each week so rostered.
- (c) Provided that payment in accordance with paragraphs (a) and (b) of this subclause shall not be made with respect to any period for which payment is made in accordance with the provisions of Clause 14. - Overtime of this award when the employee is recalled to work.
- (3) Where an employee rostered for on call or availability is recalled for duty during the period for which the employee is on call or available, then the employee shall receive payment for hours worked in accordance with Clause 14. - Overtime of this award.
- (4) Time spent in travelling to and from the place of duty, where the employee rostered is actually recalled to duty, shall be included with actual duty performed for the purpose of overtime payment.

20. - TRANSFERS

- (1) Where an employee is transferred and incurs expenses in the areas referred to in paragraph (b) of subclause (2) of this clause as a result of that transfer then the employee shall be granted a disturbance allowance and shall be reimbursed by the department the actual expenditure incurred upon production of receipts or such other evidence as may be required.
- (2) The disturbance allowance shall include:
- (a) Costs incurred for telephone installation at the employee's new residence provided that the cost of telephone installation shall be reimbursed only where a telephone was installed at the employee's former residence including departmental accommodation.
- (b) Costs incurred with the connection or reconnection of services to the employee's household including departmental accommodation for water, gas or electricity.
- (3) When an employee is transferred in the public interest, or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the employee has no control, the employee shall be reimbursed:

- (a) The actual reasonable cost of conveyance of the employee and dependants.
- (b) The actual cost (including insurance) of the conveyance of an employee's household furniture, effects and appliances up to a maximum volume of 35 cubic metres, provided that a larger volume may be approved by the Board.
- (c) An allowance of \$519.00 for accelerated depreciation and extra wear and tear on furniture, effects and appliances for each occasion that an employee is required to transport his/her furniture, effects and appliances provided that the Chief Executive Officer is satisfied that the value of household furniture, effects and appliances moved by the employee is at least \$3106.00.
- (d)
 - (i) Subject to (ii) and (iii) hereof where an employee is transferred to government owned or private rental accommodation, where furniture is provided, and as a consequence the employee is obliged to store furniture, the employee shall be reimbursed the actual cost of such storage up to the maximum allowance prescribed from time to time in the Public Service Award 1992; and with the operative date for such allowance for the purposes of this provision to be the same as that set for the allowance in that Award.
 - (ii) Actual cost shall be deemed to include the premium for adequate insurance coverage for the value of the furniture stored.
 - (iii) The allowance pursuant to this paragraph shall not be paid for a period in excess of four years without the approval of the Chief Officer.
- (4) An employee who is transferred solely at his/her own request or on account of misconduct must bear the whole cost of removal unless otherwise determined by the Board prior to removal.
- (5) The employee shall, before removal is undertaken, obtain quotes from at least two carriers which shall be submitted to the Board who may authorise the acceptance of the more suitable.

21. - STANDBY

A shift employee may be permitted to change their rostered shift with the approval of the Officer in Charge, provided that an equally qualified substitute is arranged to perform that shift.

Procedures governing standby shall be agreed to by the parties and laid down in the Chief Officer's Standing Orders.

22. - TRAVELLING ON BRIGADE BUSINESS

Subject to subclause (2) of Clause 23. - Relieving of this Award, an employee who travels on official business shall be reimbursed all reasonable expenses in accordance with the provisions of Clause 5. - Travelling Allowance of the Public Service General Conditions of Service and Allowances Award - No. PSA A 4 of 1989.

23. - RELIEVING

(1) COUNTRY

An employee required to relieve at a country station, shall be entitled to:

- (a)
 - (i) Subject to (ii) hereof, payment of an allowance for each day of the period of relief at the rate prescribed in Item (5) of Column A of Schedule I of the Public Service Award 1992. For the purpose of this clause, the nights immediately preceding and following the period of relief, shall be included.

- (ii) The entitlement to the allowance provided for in (i) hereof shall only arise on days during the relief period when the officer, as a consequence of those relieving duties, does not reside at his/her home and is fully responsible for their own accommodation, meals and incidental expenses and hotel and motel accommodation is utilised.
 - (iii) Where the employee is fully responsible for his/her own accommodation, meals and incidental expenses and other than hotel or motel accommodation is utilised, reimbursement shall be in accordance with rates prescribed in Column A, Item (9) of Schedule I of the Public Service Award 1992.
 - (iv) Where, subject to agreement between the employer and employee concerned and to (vi) hereof the employee is provided with accommodation only, reimbursement shall be in accordance with the rate prescribed in Item (12) of Column A of Schedule I of the Public Service Award 1992.
 - (v) Where, subject to agreement between the employer and employee concerned and to (vi) hereof the employee is provided with accommodation and meals, reimbursement shall be in accordance with the rate prescribed in Item (1) of Column A of Schedule I of the Public Service Award 1992.
 - (vi) The standard of any accommodation provided by the employer shall be subject to annual endorsement by the union before it is utilised for the purposes of (iv) and (v) hereof; provided that such endorsement shall not be unreasonably withheld by the union.
- (b) Payment for reasonable travel costs by train, or if not available by bus, to and from the country station.
 - (c) Time off in lieu of time spent travelling in an employee's own time to and from the country station. The Schedule for such travelling time to be laid down in Chief Officer's Standing Orders.

(2) METROPOLITAN

An employee required to relieve at another station other than their usual station, shall be paid in addition to any other allowances payable for such relief, as per the following circumstances and rates.

- (a) Where notification of the requirement to relieve is made before the employee attends for work at their usual station, payment shall be made for the use by the employee of their own vehicle for any additional distance travelled in attending for, or returning from work at their usual station. Payment for the use of the employees vehicle under the circumstances set out in this paragraph shall be at the rate set out in column 1, "Over 2600 cc" for 'Rest of State' of Schedule F, Motor Vehicle Allowance of the Public Service Award 1992 as varied from time to time or any award made in substitution of that award.

For the purposes of this subclause "Additional distance" means the kilometres an employee travels that are in excess of the distance normally travelled from their home address to their usual station.

- (b) Where notification of the requirement to relieve is not made before the employee attends for work at their usual station, or the employee is required to travel to their usual station to collect personal protective equipment, payment shall be made for the use by the employee of their own vehicle for the distance travelled in attending for the relief duties and for returning from relief duties on all cases. Payment for the use of the employees vehicle under the circumstances set out in this paragraph shall be at double the rate set out in Column 1, "Over 2600cc" for 'Rest of State' of Schedule F, Motor Vehicle Allowance of the Public Service award 1992 as varied from time to time or any award made in substitution of that award.

For the purposes of this paragraph, the distance travelled shall be calculated by measuring the distance in kilometres from the employees usual station to the station requiring the relief and return by the most direct available route.

- (c) Staff who have not been advised prior to reporting that they are required to perform a relief, (away from their usual station) shall be paid a meal allowance, unless the relief period terminates prior to 1200 hours or commences after the midday or evening meal has been taken.

Where an employee has received notification of the requirement to perform a relief prior to reporting to their usual station, they shall not be entitled to a meal allowance.

Adjustments to the meal allowance shall be made in accordance with movements in the Public Service award 1992 as varied from time to time or any award made in substitution of that award.

- (d) Where an employee performing a metropolitan relief, for which there has been no prior notification, is provided with transport by the employer, they shall not be entitled to the rates prescribed in subclauses (a) and (b) of this subclause.
- (e) Where an employee is directed to undertake a relief in excess of one shift they shall report directly to the relief station in accordance with the provisions of the Relieving Policy as agreed between the parties to this award and contained in Chief Officer's Standing Orders.

The parties agree to review the Relieving Policy on an as required basis and that they will not unreasonably withhold consent to changes to the Relieving Policy necessitated by on-going operational change.

- (f) For the purposes of this clause the term "usual station", means the employees designated station to which, under normal circumstances they would report.
- (g) For the purposes of this clause calculation of distance shall be made using the computerised GIS system. The Staff Deployment Officer shall be responsible for the calculation of such distances using the current home address as supplied by the affected staff member.

24. - COUNTRY SERVICE

- (1) District Allowance: An employee shall be entitled to a district allowance in accordance with the provisions of Clause 31 of the Public Service Award 1992.
- (2) In addition to the rates prescribed in Clause 6(2)(b) of this Award:

Station Officers at Albany, Bunbury, Geraldton, Kalgoorlie/Boulder and Northam, shall be paid an allowance of \$14.15 per week.

The District Officer at Kalgoorlie shall be paid an allowance of \$21.05.
- (3) Notwithstanding the provisions of subclause (2) of this clause, an Officer shall not by reason only of the allowance therein prescribed, be deemed to be senior to an Officer of similar rank for the purpose of promotion to a position of higher classification.
- (4) Where an Officer at a country fire station is required to work on a Saturday or Sunday because of the absence of a rostered firefighter, such time necessarily worked shall be in addition to his/her ordinary hours of duty, and paid for as overtime.
- (5) Officers at country fire stations shall attend calls when off duty but rostered for availability duty.
- (6) (a) All officers in charge of fire stations where only one Officer is for the time being stationed, shall be relieved by an officer for annual leave, long service leave and sick leave, if extended beyond 5 days.

- (b) At all other times, the Leading Firefighter or the person acting as such, shall take charge in the absence of a Station Officer. Provided always that, except in an emergency, a Firefighter shall not be held back to maintain the shift strength.
- (7) Country officers who are provided with quarters by the Board, shall pay a weekly rental of an amount as agreed upon between the union and the Board. Such amount shall be deducted weekly from the salary of the officer concerned.

25. - ACCIDENT PAY

Full pay shall be paid for accidents on duty whether occasioned incidental to a fire call or not.

26. - UNIFORMS

All uniforms, as required, shall be supplied by the Board.

27. - PAYMENT OF WAGES

Wages shall be paid weekly by warrant into banks, building societies, credit unions or similar institutions at the election of the employee.

28. - MATERNITY LEAVE

- (1) A pregnant employee shall, not later than ten weeks before the expected date of birth make application to the Chief Officer for maternity leave for a period not exceeding twelve months. Every application for maternity leave shall be supported by the certificate of a registered medical practitioner and such certificate shall indicate the expected date of birth.
- (2) The Chief Officer may grant the employee up to twelve months maternity leave. Subject to subclause (3) of this clause, the minimum period of absence on maternity leave shall commence six weeks before the expected date of birth or such other time as may be expressly approved by the Chief Officer with adequate medical evidence and end six weeks after the day on which the birth has taken place.
- (3) An employee may apply to the Chief Officer to resume duty within the six weeks after the day on which the birth has taken place and the Chief Officer may approve the application provided the application is supported by the certificate of a registered medical practitioner indicating that the employee is fit to resume duty.
- (4) An employee may at any time whilst she is absent from duty on maternity leave, make application to extend or reduce the period referred to in the original application, but so that the amended period complies with the requirements of subclauses (2) and (3) of this clause and the Chief Officer may grant permission in accordance with the amended application.
- (5) Nothing contained in this clause prevents the granting of accrued annual leave or long service leave to an employee in respect of the whole or any part of the period referred to in subclause (2) of this clause.
- (6) Except by reason of the granting of accrued annual leave or long service leave, an employee is not entitled to salary in respect of the period of absence from duty permitted in accordance with this Clause.
- (7) Absence of an employee which has been permitted in accordance with the provisions of this clause, shall not be deemed absent on sick leave.
- (8) A pregnant employee who has not applied for leave in accordance with the provisions of this clause, shall (unless express approval of the Executive Chairman has been given for continued employment), be deemed to have resigned from the Fire Brigade six weeks before the date of birth.

29. - TRADE UNION TRAINING LEAVE

- (1) Subject to the provisions of this clause:
 - (a) The Board shall grant paid leave of absence to employees who are nominated by their union to attend short courses conducted by the Australian Trade Union Training Authority.
 - (b) Paid leave of absence shall also be granted to attend similar courses or seminars as from time to time approved by agreement between the parties.
- (2) An employee shall be granted up to a maximum of five days paid leave per calendar year for Trade Union Training or similar courses or seminars as approved. However, leave of absence in excess of 5 days and up to 10 days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year, does not exceed 10 days.
- (3) Where a public holiday or accrued rostered day off (including an accrued rostered day off as a result of working a 38 hour week) falls during the duration of a course, a day off in lieu of that day will not be granted.
- (4) Subject to subclause (3) of this clause, shift employees attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.
- (5) The granting of leave pursuant to the provisions of subclause (1) of this clause is subject to the operation of the Board not being unduly affected and to the convenience of the Board.
- (6)
 - (a) Any application by an employee shall be submitted to the Board for approval at least 4 weeks before the commencement of the course, provided that the Board may agree to a lesser period of notice.
 - (b) All applications for leave shall be accompanied by a statement from the union indicating that the employee has been nominated for the course. The application shall provide details as to the subject, commencement date, length of course, venue and the authority which is conducting the course.
- (7) A qualifying period of 12 months employment shall be served before an employee is eligible to attend courses or seminars of more than a half day duration. An employer may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than 12 months service.
- (8)
 - (a) The Board shall not be liable for any expenses associated with an employee's attendance at Trade Union Training Courses.
 - (b) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

30. - LEAVE TO ATTEND UNION BUSINESS

- (1)
 - (a) The Board shall grant paid leave during ordinary working hours to an employee:
 - (i) Who is required to give evidence before any Industrial Tribunal.
 - (ii) Who, as a union nominated representative of the employees is required to attend negotiations and/or conferences between the union and the Board;
 - (iii) When prior agreement between the union and employer has been reached for the employee to attend official union meetings, preliminary to negotiations or industrial hearings.

- (iv) Who, as a union nominated representative of the employees is required to attend joint Union/Management consultative committees or working parties.
- (b) The granting of leave pursuant to subclause (1) of this clause, shall only be approved:
 - (i) Where an application for leave has been submitted by an employee a reasonable time in advance.
 - (ii) For the minimum period necessary to enable the union business to be conducted or evidence to be given.
 - (iii) For those employees whose attendance is essential.
 - (iv) When the operation of the Board is not being unduly affected and the convenience of the Board impaired.
- (2) (a) Leave of absence will be granted at the ordinary rate of pay.
- (b) The Board shall not be liable for any expenses associated with an employee attending to union business.
- (c) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.
- (3) (a) Nothing in this clause shall diminish the existing arrangements relating to the granting of paid leave for union business.
- (b) An employee shall not be entitled to paid leave to attend union business other than as prescribed by this clause.
- (c) The provisions of this clause shall not apply to special arrangements made between the parties which provide for unpaid leave for employees to conduct union business.
- (4) The provisions of this clause shall not apply when an employee is absent from work without the approval of the Board.

31. - DELETED

32. - DISPUTE SETTLEMENT PROCEDURES

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LEVEL 1(A): GRIEVANCE AND COMPLAINTS PROCEDURES

- (1) Where the matter falls within the jurisdiction of the Western Australian Fire Brigades Board Grievance and Complaints Procedure, the complainant(s) may submit the matter for investigation via that process. (As per Chief Officer's Standing Orders, Personnel Vol. 1, Chapter 2).
- (2) Where the complainant(s) is dissatisfied with the proposed resolution arising from this process, the matter may be referred by the union (on the complainant(s) behalf) to either Level 3(A) or 4 of this procedure as mutually agreed between the Parties.

LEVEL 1(B): WORKPLACE LEVEL RESOLUTION

AIM: To provide the framework for the quick and effective settlement of industrial disputes at the workplace level.

- (1) Where the employee(s) and/or the accredited union representative has a matter of concern, they shall advise the first line supervisor of the nature of the concern. The Parties shall call a meeting in an attempt to resolve this matter.

LEVEL 2 : MEETING OF UNION REPRESENTATIVE AND LINE MANAGEMENT

- (1) Where the matter of concern is not resolved, the employee(s) shall advise the accredited union representative of the unresolved matter and the supervisor shall advise line management at the workplace and where considered necessary, the Assistant Chief Officer shall also be advised. The Assistant Chief Officer shall be responsible for advising other members of management as considered appropriate. A further meeting shall take place between the advised parties. Where the matter is not resolved at this level, it shall be referred to Level 3(A) or Level 3(B), as mutually agreed between the parties.
- (2) Where a matter of Health and Safety is raised, Chief Officer's Standing Orders shall be carried out under protest and the issue(s) referred directly to Level 4, the Fire Brigade Industrial Relations Committee for resolution.

LEVEL 3(A) : ASSISTANT CHIEF OFFICER MEETING

AIM: To discuss any matters of mutual interest and concern between the Board and the Fire Brigade Employees Union and in doing so, provide and maintain open communication between parties.

AUTHORITY: Authority to resolve matters at this level shall include those issues falling within the authority of the Assistant Chief Officer and/or Director Human Resources. Matters falling outside this authority, may be negotiated at this level, and recommendations to resolve the issue, shall be submitted to the appropriate Brigade/union authority for approval.

- (1) Where an industrial matter remains unresolved at the lower levels, the matter may be referred to an Assistant Chief Officer Meeting. Additionally, it is possible for industrial matter(s) to be referred direct to this level. Where this occurs, the party advising of the industrial matter(s), shall do so in writing prior to the calling of an Assistant Chief Officer Meeting.
- (2) COMPOSITION
 - (a) Four Assistant Chief Officers or selected Assistant Chief Officers, if appropriate.
 - (b) Director Human Resources and/or Industrial Relations Officer.
 - (c) Fire Brigade Employees Union Representatives.

The Agenda is to be listed prior to the Meeting with 48 hours' notice where possible.

- (3) FREQUENCY

Meet approximately once a month, or as mutually agreed between the parties.

LEVEL 3(B) : NEGOTIATING/WORKING PARTY

AIM: To negotiate and/or research a proposed resolution between the parties which shall in turn, be submitted as a recommendation to Executive Brigade Management and/or the Union Committee of Management.

- (1) Where an industrial matter remains unresolved at the Levels 1(A), 1(B), 2 and/or 3(A), the matter may be referred to a Negotiating/Working Party. Additionally, it is possible for industrial matters to be referred direct to this level. Where this occurs, the party advising of the industrial matter, shall do so in writing prior to the formation of a Working Party.
- (2) COMPOSITION

The composition of the Negotiating/Working Party will be dependent upon the matter being addressed and shall therefore be mutually agreed between the Parties. The following outline shall be used as a guide in determining the composition.

*	Representatives from) D.O.P.L.A.	
*	Assistant Chief Officers)	As determined
*	Assistant Human Resources/)	appropriate and
*	Industrial Relations Officer)	mutually agreed
*	Other W.A.F.B.B.) Representatives	between the
*	Representatives from F.B.E.U.)	parties

LEVEL 4 : FIRE BRIGADES INDUSTRIAL RELATIONS COMMITTEE (FBIRC)

AIM: To ensure that all possible bipartite means for resolving industrial disputes are exhausted prior to either party referring the matter(s) in dispute to The Western Australian Industrial Relations Commission (Level 5).

(1) Where the matter remains unresolved at the lower levels, the matter is to be referred to the Fire Brigades Industrial Relations Committee. Additionally, it is possible for industrial matters to be referred directly to this level without arising from either any of the previous levels. Where this occurs, the party advising of the industrial matter, shall do so in writing prior to the scheduling of the FBIRC Meeting. If requested by either of the parties, an FBIRC Meeting shall be held within 48 hours of the request.

(2) COMPOSITION

The Composition of each FBIRC will include the Executive Chairman, the Chief Officer, a representative from Human Resources, Department of Productivity and Labour Relations and representatives of the Fire Brigade Employees Industrial Union. Beyond this, the composition of the meeting will be dependent upon the matter being addressed and shall therefore be mutually agreed between the parties.

LEVEL 5 : THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Where the matter remains unresolved and both parties have endeavoured to resolve the issue between them in full accordance with these procedures, either party shall have recourse to the process of The Western Australian Industrial Relations Commission.

CONDITIONS TO BE OBSERVED IN ACCORDANCE WITH THE AVOIDANCE AND SETTLEMENT OF INDUSTRIAL DISPUTES PROCEDURES - WAFBB

- (1) The procedure shall cover all matters of mutual interest and concern between the parties.
- (2) Without prejudice to either party, normal work shall be continued throughout the steps of the procedure such that the status quo prior to the lodging of the matter in dispute, prevails until all bipartite steps in the procedure have been exhausted (up to and including Level 3). Where a matter of health and safety is raised, normal work, the Order shall be carried out under protest and the issue is to be resolved as soon as possible in accordance with these procedures and subject to the provisions of the Occupational Health, Safety and Welfare Act 1984.
- (3) The Union and their members commit that they will at no time take action which prevents the Board from meeting its full commitment in relation to responding to all fire calls, including Direct Brigade Alarm Calls, during the course of negotiations in accordance with the dispute settlement procedures.
- (4) At any stage in the procedures, the parties may seek the assistance of a mutually acceptable third party.

- (5) The parties shall not have recourse to the formal process of The Western Australian Industrial Relations Commission until they have endeavoured to resolve the issue between them in full accordance with these procedures.
- (6) The parties shall be obliged to make every endeavour to facilitate the effective functioning of the procedures.
- (7) Any policy determined by the union and likely to give rise to disputation, shall be conveyed to Management, either in writing to the Chief Officer or via the Assistant Chief Officer Industrial Meetings.
- (8) Prior to any policy being altered or determined by management, consultation shall take place with the union.
- (9) In the event of a party failing to observe these procedures, the other party may take such steps as are open to the employee to resolve the matter.

33. - TERMINATION OF EMPLOYMENT

The employment of any employee covered by this award, shall be terminable by two weeks' notice on either side except that an employee deemed guilty of gross misconduct or neglect of duty, may be instantly dismissed or suspended from duty and shall not be entitled to any such notice or payment in lieu.

34.-FORMULA FOR CALCULATION OF PENALTIES

- (1) All hours worked on Public Holidays to be paid at the rate of double time and one half.

- (1) Introduction

The calculations are based on an annual cycle of the 10/14 roster system. The penalties are averaged over the four platoons over the entire year and paid as a fixed weekly amount. The calculations as set out below equates to a penalty rate of 39.8%.

Step 1 : Public Holidays and Weekend Penalties

	Days	Hours	Ord Hours	Penalty	Penalty Hours
Public Holidays	10.0	24	240	1.5	346.15
Saturdays	50.5	24	1212	0.5	606.
Sundays	50.5	24	1212	0.75	909.
Weekdays	242.5	24	5820	N/A	N/A
L.S.L.	10.5	24	252	N/A	N/A
SUB TOTAL	364.0		8736		1861.15
ADD 24 HOURS	1.0		24		5.10
TOTAL	365.0		8760		1866.25

Grand Total of Hours Paid = 8760 + 1866.25 = 10625.25

Hours Paid per Firefighter = 10625.25 ÷ 4 = 2656.56

Notes

- (1) All hours worked on Public Holidays to be paid at the rate of double time and one half
- (2) Ordinary hours on Saturday to be paid at the rate of time and one half.
- (3) Ordinary hours on Sunday to be paid at the rate of time and three quarters.
- (4) The penalty hours on Public Holidays are reduced by 1/26th to compensate for the two weeks of ordinary time allowed for sick and long service leave.

- (5) The average of penalty payments is applied to the additional day assuming that over the long term that day will fall on each day of the week.

Step 2 : Shift Loadings

All shifts are paid at a shift loading of 15% of the base rate. The loading applies to all week day shift excepting Public Holidays and Long Service Leave.

$50.5 \text{ weeks} \times 5 \text{ days} \times 2 \text{ shifts} - 20 \text{ p.h. shifts} = 485 \text{ shifts per annum.}$

$485 \text{ shifts} \div 4 \text{ platoons} = 121.5 \text{ shifts} \div 52.166 \text{ weeks per year} = 2.324311 \text{ shifts per employee per week.}$

$BR \times 15\% \div 5 \times 2.322311 = \text{shift loading.}$

Step 3 : Overtime Loading

All overtime is paid at the rate of double time. Overtime is paid for 50 weeks and does not include periods of employment spent on sick leave or long service leave. Each overtime shift is an afternoon shift and therefore attracts the loading for shift work.

$50 \text{ weeks} \times 8 \text{ hours} \times 1 \text{ T.penalty} = 400 \text{ hours.}$

$400 \text{ hours} \div 4 \text{ platoons} = 100 \text{ hours} \div 52.166 = 1.916574 \text{ hours per week.}$

$BR \div 40 \times 1.15\% \times 1.916574 = \text{overtime loading.}$

Step 4 : Weekly Paid Hours

$BR \div 40 = \text{hourly rate} \times 2656.56 = \text{annual paid hours} \div 52.166 = \text{weekly paid hours.}$

$\text{total weekly wage} = \text{weekly paid hours} + \text{shift loading} + \text{over time loading.}$

35. - AWARD MODERNISATION

- (1) The parties are committed to modernising the terms of the Award so that it provides for more flexible and efficient working arrangements, enhances productivity, improves the quality of life, skills and job satisfaction and assists positively in the restructuring process.
- (2) In conjunction with testing the current Award structure, the Union is prepared to discuss all matters raised by the Western Australian Fire Brigades Board for increased flexibility and efficiency. As such, any discussions with the Western Australian Fire Brigades Board must be premised on the following understandings:
 - (a) The majority of employees employed under this Award and who work in the enterprise or workplace must genuinely agree.
 - (b) No employees will lose income as a result of the change.
 - (c) The Union must be party to the agreement, in particular, where the employees at any enterprise or workplace are holding discussions which would require any Award variation. The Union shall be invited to participate.
 - (d) The Union shall not unreasonably oppose any agreement.
 - (e) Subject to the provision of this Award, any agreement reached may require ratification by the Commission

- (3) Should an agreement be reached pursuant to subclause (2) hereof and that agreement requires an Award variation, no party will oppose the Award variation.
- (4) There shall be no limitation on any Award matter being raised for discussion.

36. - LIBERTY TO APPLY

- (1) The parties reserve the right to seek to amend Clause 6. - Wages of this award.

The parties are currently examining the appropriateness of the existing base rates of pay and the relativities between classifications as part of their commitment to the Structural Efficiency Principle.
- (2) The union reserves the right to seek to amend Clause 6. - Wages of this award to include the classification of Assistant Chief Officer.
- (3) The union reserves the right to seek to amend the award by inserting a new clause - "Parental Leave".

37. - PROPERTY ALLOWANCE

- (1) For the purposes of this clause the following expressions shall have the following meanings:
 - (a) "Agent" means a person carrying on business as an estate agent in a State or Territory of the Commonwealth, being, in a case where the law of that State or Territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under that law.
 - (b) "Dependant" in relation to an employee means:
 - (i) spouse including defacto partner;
 - (ii) child/children; or
 - (iii) other dependant family;who resides with the employee and who relies on the employee for support.
 - (c) "Expenses" in relation to an employee means all costs incurred by the employee in the following areas:
 - (i) Legal fees in accordance with the Solicitor's Remuneration Order, 1976 as amended and varied, duly paid to a solicitor or in lieu thereof fees charged by a settlement agent for professional costs incurred in respect of the sale or purchase, the maximum fee to be claimed shall be as set out under item 8 of the above order.
 - (ii) Disbursements duly paid to a solicitor or a settlement agent necessarily incurred in respect of the sale or purchase of the residence.
 - (iii) Real Estate Agent's Commission in accordance with that fixed by the Real Estate and Business Agents Supervisory Board, acting under Section 61 of the Real Estate and Business Agents Act, 1978, duly paid to an agent for services rendered in the course of and incidental to the sale of the property, the maximum fee to be claimed shall be fifty percent (50%) as set out under Items 1 or 2 - Sales by Private Treaty or Items 1 or 2 - Sales by Auction of the Maximum Remuneration Notice.
 - (iv) Stamp Duty.
 - (v) Fees paid to the Registrar of Titles or to the person performing duties of a like nature and for the same purpose in another State or Territory of the Commonwealth.

- (vi) Expenses relating to the execution or discharge of a first mortgage.
- (vii) The amount of expenses reasonably incurred by the employee in advertising the residence for sale.
- (d) "Locality" in relation to an employee means:
 - (i) Within the metropolitan area, that area within a radius of fifty (50) kilometres from the Perth City Railway Station, and
 - (ii) Outside the metropolitan area, that area within a radius of fifty (50) kilometres from an employee's headquarters when they are situated outside of the metropolitan area.
- (e) "Property" shall mean a residence as defined in this clause including a block of land purchased for the purpose of erecting a residence thereon to the extent that it represents a normal urban block of land for the particular locality.
- (f) "Residence" includes any accommodation of a kind commonly known as a flat or a home unit that is, or is intended to be, a separate tenement including dwelling or house, and the surrounding land, exclusive of any other commercial property, as would represent a normal urban block of land for the particular locality.
- (g) "Settlement Agent" means a person carrying on business as settlement agent in a State or Territory of the Commonwealth, being, in a case where the law of that State or Territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under the law.

(2) When an employee is transferred from one locality to another in the public interest or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the employee has no control, the employee shall be entitled to be paid a property allowance for reimbursement of expenses incurred.

- (a) In the sale of residence in the employee's former locality, which, at the date on which the employee received notice of transfer to a new locality: -
 - (i) the employee owned and occupied; or
 - (ii) the employee was purchasing under a contract of sale providing for vacant possession;
 or
 - (iii) the employee was constructing for the employee's own permanent occupation, on completion of construction; and
 - (b) In the purchase of a residence or land for the purpose of erecting a residence thereon for the employee's own permanent occupation in the new locality.
- (3) An employee shall be reimbursed the following expenses as are incurred in relation to the sale of a residence:
- (a) If the employee engaged an agent to sell the residence on the employee's behalf - 50 percent of the amount of the commission paid to the agent in respect of the sale of the residence;
 - (b) if a solicitor was engaged to act for the employee in connection with the sale of the residence - the amount of the professional costs and disbursements necessarily incurred and paid to the solicitor in respect of the sale of the residence;
 - (c) if the land on which the residence is created was subject to a first mortgage and that mortgage was discharged on the sale, then an employee shall, if, in a case where a solicitor acted for the mortgagee in respect of the discharge of the mortgage and the employee is required to pay the

amount of professional costs and disbursements necessarily incurred by the mortgagee in respect of the discharge of the mortgage - the amount so paid by the employee;

- (d) if the employee did not engage an agent to sell the residence on their behalf - the amount of the expenses reasonably incurred by the employee in advertising the residence for sale.
- (4) An employee shall be reimbursed such following expenses as are incurred in relation to the purchase of a residence:
- (a) if a solicitor or settlement agent was engaged to act for the employee in connection with the purchase of the residence - the amount of the professional costs and disbursements necessarily incurred and paid to the solicitor or settlement agent in respect of the purchase of the residence;
 - (b) if the employee mortgaged the land on which the residence was erected in conjunction with the purchase of the residence, then an employee shall, if, in a case where a solicitor acted for the mortgagee and the employee is required to pay and has paid the amount of the professional costs and disbursements (including valuation fees but not a procuration fee payable in connection with the mortgage) necessarily incurred by the mortgagee in respect of the mortgage - the amount so paid by the employee;
 - (c) if the employee did not engage a solicitor or settlement agent to act for the employee in connection with the purchase or such a mortgage - the amount of the expenses reasonably incurred by the employee in connection with the purchase or the mortgage, as the case may be, other than a procuration fee paid by the employee in connection with the mortgage.
- (5) An employee is not entitled to be paid a property allowance under subclause (2)(b) of this clause unless the employee is entitled to be paid a property allowance under paragraph (2)(a) of this clause, provided that the employer may approve the payment of a property allowance under subclause (2)(b) of this clause to an employee who is not entitled to be paid a property allowance under subclause (2)(a) of this clause if the employer is satisfied that it was necessary for the employee to purchase a residence or land for the purpose of erecting a residence thereon in the employee's new locality because of the employee's transfer from the former locality.
- (6) For the purpose of this Clause it is immaterial that the ownership, sale or purchase is carried out on behalf of an employee who owns solely, jointly or in common with:-
- (a) the employee's spouse, or
 - (b) a dependant relative, or
 - (c) the employee's spouse and a dependant relative.
- (7) Where an employee sells or purchases a residence jointly or in common with another person - not being a person referred to in subclause (6) of this clause the employee shall be paid only the proportion of the expenses for which the employee is responsible.
- (8) An application by an employee for a property allowance shall be accompanied by evidence of the payment by the employee of the expenses, being evidence that is satisfactory to the Employer.
- (9) Notwithstanding the foregoing provisions, an employee is not entitled to the payment of a property allowance-
- (a) In respect of a sale or purchase prescribed in subclause (2) of this clause which is effected -
 - (i) more than twelve months after the date on which the employee took up duty in the new locality; or
 - (ii) after the date on which the employee received notification of being transferred back to the former locality;

Provided that the employer may, in exceptional circumstances, grant an extension of time for such period as is deemed reasonable.

- (b) Where the employee is transferred from one locality to another solely at the employee's own request or on account of misconduct.

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENTS

- (1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).
- (2) Any dispute or grievance procedure in this award/industrial agreement shall also apply to any questions, disputes or difficulties which may arise under it.
- (3) With effect from 22 November 1997 the dispute or grievance procedures in this award/industrial agreement is hereby varied to include the requirement that persons involved in the question, dispute or difficulty will confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.

SCHEDULE A - NAMED PARTIES TO THE AWARD

Employer Party

Western Australian Fire Brigades Board

Employee Party

United Firefighters Union of Western Australia

VARIATION RECORD

FIRE BRIGADE EMPLOYEES AWARD 1990
NO. A 28 OF 1989

Delivered 11/09/90 at 70 WAIG 3987 Section 93(6)
Consolidation 29/07/97 at 77 WAIG 2108

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
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1. Title

	Ins. Cl	1164/95	21/03/96	76 WAIG 911
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(1A. Statement of Principles March 1996)

	Cl & Title	915/96	7/08/96	76 WAIG 3368
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(1A Statement of Principles - August 1996)

	Cl & Title	940/97	14/11/97	77 WAIG 3177
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(1A. Statement of Principles - November 1997)

	Cl & Title	757/98	12/06/98	78 WAIG 2579
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(1A. Statement of Principles – June, 1998)

	Del Cl	609/99	06/07/99	79 WAIG 1847
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(Edit Note: Clause Number now duplicated as a result of General Order and previous amendment to 1A clause.)

(1A. State Wage Principles)

	Ins. Cl.	1752/91	31/01/92	72 WAIG 191
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	Cl. & Title	1457/93	24/12/93	74 WAIG 198
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(1A. State Wage Principles December 1993)

Cl. & Title	985/94	30/12/94	75 WAIG 23
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(1A. Statement of Principles December 1994)

Cl. & Title	945/95	07/09/95	75 WAIG 2812
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(1A. State Wage Principles)

Del. Cl.	788/96	05/07/96	76 WAIG 2818
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1B. Paid Rates

Ins. Cl.	1622/92(A)	01/10/93	74 WAIG 575
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1B. Minimum Adult Award Wage

Ins. Cl.	940/97	14/11/97	77 WAIG 3177
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New Prov.	609/99	01/08/99	79 WAIG 1847
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Cl.	654/00	01/08/00	80 WAIG 3379
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Cl.	752/01	01/08/01	81 WAIG 1721
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Cl.	797/02	01/08/02	82 WAIG 1369
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Cl.	569/03	5/06/03	83 WAIG 1899 & 2223
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(9)	1197/03	1/11/03	83 WAIG 3537
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Cl.	570/04	4/06/04	84 WAIG 1521
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Cl.	576/05	07/07/05	85 WAIG 2083, 2429
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Cl.	957/05	07/07/06	86 WAIG 1631 & 1963
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Cl.	1/07	01/07/07	87 WAIG 1487 & 1849
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Cl.	115/07	01/07/08	88 WAIG 773 & 1104
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Cl.	1/09	01/10/09	89 WAIG 735 & 1529
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Cl.	2/10	01/07/10	90 WAIG 568 & 997
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Cl.	2/11	01/07/11	91 WAIG 1008 & 1410
Cl.	2/12	01/07/12	92 WAIG 1200
Cl.	1/13	01/07/13	93 WAIG 870
Cl.	1/14	01/07/14	94 WAIG 1090
Cl.	1/15	01/07/15	95 WAIG 1078
Cl.	1/16	01/07/16	96 WAIG 929
Cl.	1/17	01/07/17	97 WAIG 994
Cl.	1/18	01/07/18	98 WAIG 263 & 706
Cl.	1/19	01/07/19	99 WAIG 509 & 1027
Cl.	1/20	01/01/21	100 WAIG 812
Cl.	1/21	01/07/21	101 WAIG 815

2. Arrangement

Ins. 1A	1752/91	31/01/92	72 WAIG 191
Ins. 19A.	783/92	26/06/92	72 WAIG 1579
1A. Title	1457/93	24/12/93	74 WAIG 198
Ins. 1B. & Schedule A	1622/92(A)	01/10/93	74 WAIG 575
1A. Title	985/94	30/12/94	75 WAIG 23
1A Title	945/95	07/09/95	75 WAIG 2812
Ins 1A	1164/95	21/03/96	76 WAIG 911
Cl.	788/96	05/07/96	76 WAIG 2818
Ins. Appendix – Resolution...	693/96	16/07/96	76 WAIG 2768
1A. Title	915/96	07/08/96	76 WAIG 3368
Ins. Appendix – S.49B...	694/96	16/07/96	76 WAIG 2789

1A	940/97	14/11/97	77 WAIG 3177
Ins. 1B	940/97	14/11/97	77 WAIG 3177
31. Title	2053(2)/97	22/11/97	77 WAIG 3171
Delete Appendix S 49B	491/98	16/04/98	78 WAIG 1471
1A	757/98	12/06/98	78 WAIG 2579
Del 1A	609/99	06/07/99	79 WAIG 1847
(34) Title	1406/03	16/03/04	84 WAIG 845

3. Scope

4. Term

5. Interpretation

6. Wages

Ins cl (Column A)	1622/92(A)	01/10/93	74 WAIG 575
(Column B)	1622/92(A)	14/02/94	74 WAIG 575
(Column C)	1622/92(A)	30/06/94	74 WAIG 575
(2)(d); Ins (2)(e)	1622(B)/92	04/07/94	74 WAIG 1926
(2) & (3)	945/95	07/09/95	75 WAIG 2812
(2) & (3)	788/96	05/07/96	76 WAIG 2818
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
(2)(a)-(e) Rates, Ins text(3).	609/99	01/08/99	79 WAIG 1847
Cl.	654/00	01/08/00	80 WAIG 3379

Cl.	752/01	01/08/01	81 WAIG 1721
(2) (a)-(e)	797/02	01/08/02	82 WAIG 1369
Cl.	1375/02	11/11/02	82 WAIG 3232
Cl.	569/03	5/06/03	83 WAIG 1899 & 2223
(2) (Correction)	569/03	5/06/03	83 WAIG 3436
Cl.	1406/03	16/03/04	84 WAIG 845
Cl.	570/04	4/06/04	84 WAIG 1521 & 1753
Cl.	301/04	16/07/04	84 WAIG 2577
Cl.	576/05	07/07/05	85 WAIG 2083, 2429
Cl.	957/05	07/07/06	86 WAIG 1631 & 1963
Cl.	1/07	01/07/07	87 WAIG 1487 & 1849
Cl.	115/07	01/07/08	88 WAIG 773 & 1104
Cl.	1/09	01/10/09	89 WAIG 735 & 1529
Cl.	2/10	01/07/10	90 WAIG 568 & 997
Cl.	2/11	01/07/11	91 WAIG 1008 & 1410
Cl.	2/12	01/07/12	92 WAIG 1200
Cl.	1/13	01/07/13	93 WAIG 870
Cl.	1/14	01/07/14	94 WAIG 1090
Cl.	1/15	01/07/15	95 WAIG 1078
Cl.	1/16	01/07/16	96 WAIG 929
Cl.	1/17	01/07/17	97 WAIG 994
Cl.	1/18	01/07/18	98 WAIG 263 & 706
Cl.	1/19	01/07/19	99 WAIG 509 & 1027
Cl.	1/20	01/01/21	100 WAIG 812

Cl.	1/21	01/07/21	101 WAIG 815
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7. Promotion

Cl	1406/03	16/03/04	84 WAIG 845
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Ins (7)	301/04	16/07/04	84 WAIG 2577
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8. Hours of Duty

(2)	797/91	10/09/91	72 WAIG 309
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9. Public Holidays

10. Annual Leave

11. Sick Leave

12. Long Service Leave

Ins. (19)	1622/92(A)	01/10/93	74 WAIG 575
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13. Compassionate Leave

14. Overtime

(1)	797/91	10/09/91	72 WAIG 309
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(7)	1375/02	11/11/02	82 WAIG 3232
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15. Higher Duties

Cl.	619/95	19/04/96	76 WAIG 1409
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16. Special Duties

17. Outside Duties

18. Special Conditions

19. On Call Allowance

(1)(a); Ins. (6)	783/92	26/06/92	72 WAIG 1579
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19A. Availability After Hours Contact

Ins. Cl.	783/92	26/06/92	72 WAIG 1579
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20. Transfers

Ins. (3)(d)	797/91	10/09/91	72 WAIG 309
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(3)(b) & (c)	128/93	14/05/93	73 WAIG 2443
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(3)	1375/02	11/11/02	82 WAIG 3232
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21. Standby

22. Travelling On Brigade Business

Cl.	797/91	10/09/91	72 WAIG 309
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23. Relieving

Cl.	797/91	10/09/91	72 WAIG 309
(1)(a)	128/93	20/08/93	73 WAIG 2443
(2)	400/93	04/07/94	74 WAIG 1926

24. Country Service

(1) & (2)	1375/02	11/11/02	82 WAIG 3232
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25. Accident Pay

26. Uniforms

27. Payment of Wages

28. Maternity Leave

29. Trade Union Training Leave

30. Leave To Attend Union Business

(31. Deduction of Union Subscriptions)

Cl & Title	2053(2)/97	22/11/97	77 WAIG 3171
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31. Deleted

32. Dispute Settlement Procedures

33. Termination of Employment

(34. Formula for Calculation of Weekly Wages)

(1) (Column A)	1622/92(A)	01/10/93	74 WAIG 575
(Column B)	1622/92(A)	14/02/94	74 WAIG 575
(Column C)	1622/92(A)	30/06/94	74 WAIG 575
Rename (2)	1622/92(A)	01/10/93	74 WAIG 575
(1) & (2)	945/95	07/09/95	75 WAIG 2812
(1) & (2)	788/96	05/07/96	76 WAIG 2818
Rates & Ins Text	940/97	14/11/97	77 WAIG 3177
(1)(a)-(c) Rates, Ins Text (2)	609/99	01/08/99	79 WAIG 1847
(1) (a)-(c)	797/02	01/08/02	82 WAIG 1369
Cl	1375/02	11/11/02	82 WAIG 3232
Cl. (Correction)	569/03	5/06/03	83 WAIG 3436

34. Formula for Calculation of Penalties

Cl	1406/03	16/03/04	84 WAIG 845
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35. Award Modernisation

Ins. Cl.	788/96	05/07/96	76 WAIG 2818
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(35. Liberty to Apply)

Del. (3) Renum. (4)	783/92	26/06/92	72 WAIG 1579
Renum. as 36	788/96	05/07/96	76 WAIG 2818

36. Liberty to Apply

Appendix - Resolution of Disputes Requirements

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
App	2053/97	22/11/97	77 WAIG 3079

Schedule A - Named Parties to the Award

Ins. Sch.	1622/92(A)	01/10/93	74 WAIG 575
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(Appendix - S.49B - Inspection of Records Requirements)

Ins. Appendix	694/96	16/07/96	76 WAIG 2789
Delete Appendix	491/98	16/04/98	78 WAIG 1471