Policy P3.2.2
Hours of Work

Version	3.0
SOPs	SOP P3.2.2-1 Administration of Work Hours
Policy Owner	Deputy Commissioner People & Corporate Services
Policy Contact	Director People & Culture
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1. Purpose

1.1. This policy provides guidance on how RFS Award clauses which relate to working arrangements are to be consistently applied to staff working in the NSW Rural Fire Service (RFS). This policy should not be used as a substitute for reading the RFS Award and the Conditions Award. This policy and accompanying SOPs do not change or limit the entitlements in the RFS Award or Conditions Award.

1.2. The policy seeks to clarify how the following clauses in the Crown Employees (Rural Fire Service) Award (the RFS Award), apply to the RFS:

a. Clause 7 Hours of Work
b. Clause 8 Attendance and Working Arrangements
c. Clause 9 Background to Work Hours Arrangements
d. Clause 10 Requirement to Work Additional Hours

1.3. This policy will also deal with the relationship between Clause 7 Hours of Work in the RFS Award and the following clauses:

a. Clause 11 Agreed Absences
b. Clause 12 Annualised Conditions Allowance
c. Clause 15 Major Incident Conditions.

1.4. This policy expands upon how the following clauses in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (the Conditions Award), apply to the RFS:

a. Clause 88 Overtime - General
b. Clause 89 Overtime Worked by Shift Workers
c. Clause 90 Overtime Worked by Day Workers
d. Clause 91 Recall to Duty
e. Clause 93 Overtime Meal Breaks
f. Clause 94 Overtime Meal Allowances

g. Clause 95 Rate of Payment for Overtime
h. Clause 96 Payment for Overtime of Leave in Lieu

2. Policy

2.1. Clause 7 of the RFS Award sets out the hours of work in the RFS:

a. Notionally staff will work a 35-hour week worked any time from Monday to Sunday. The normal working week shall be Monday to Friday.
b. The normal working week is between 0900 and 1700 Monday to Friday.
c. The bandwidth for working the 35 hours is between 0700 and 1900 unless agreed otherwise, noting that overtime generally arises for all time worked before 0730 or after 1800 Monday to Friday, and all time on weekends and public holidays. Where reasonable, approval or direction should be sought prior to working overtime.

2.2. The subclauses of the RFS Award referred to above are designed to deliver the greatest degree of flexibility for staff in balancing work and family responsibilities whilst also ensuring the RFS meets its daily service delivery obligations and organisational objectives as an emergency service able to respond to incidents 24/7 while providing fair and reasonable compensation to employees.

2.3. The working arrangements in relation to the Operational Communication Centre (OCC) are contained in clause 16 of the RFS Award. The shift work provisions of the Conditions Award are also relevant to the OCC.

2.4. The working arrangement for affected staff when an incident is declared and/or approved by the Commissioner as a "Major Incident" will attract the conditions set out in clause 15 of the RFS Award and displace the arrangements in the RFS Award where clause 15 specifically provides for a different condition and the two conditions are inconsistent.

2.5. In accordance with P2.1.1 Administrative Delegations, ongoing variation to working hours outside of the normal bandwidth requires approval by the relevant RFS 12/13 Manager.

Roles & responsibilities

2.6. All managers are responsible for ensuring that:

a. Daily management (including commencement, finish, break times and leave requirements) are managed in a way that ensures business unit needs are met and that staff requirements are taken into consideration wherever possible in a fair and timely manner.
b. Completed MARs are approved through the corporate system (currently SAP ESS) within 5 days of the end of the month.
c. Auditable MARs are maintained daily.
d. Auditable MARs are managed in accordance with P5.1.6 Records.
e. There is adequate staff coverage for operating hours or operational requirements.
f. Working Hours are managed.in accordance with SOP P3.2.2.1.

2.7. Managers are responsible for the management of MARs for all staff in their unit.

2.8. Membership Services and Area Offices can provide advice and assistance in relation to this Policy and the RFS Award and may audit attendance records as required.

2.9. All staff are responsible for ensuring their MAR is completed on a daily basis, accurately and in full.

2.10. All managers and staff are responsible for working together to ensure the principles in Service Standard 3.1.14 Fatigue Management are complied with.

Relationship to Clause 11 – Agreed Absences

2.11. Agreed Absences shall be taken in accordance with the provisions as set out in clause 11 of the RFS Award and SOP P3.2.2-1. Agreed Absences shall be taken at a time "that is mutually agreed" between the staff member and supervisor.

2.12. Agreed Absences are not conditional on any set number of additional hours being performed before being accrued. However, staff receive an Agreed Absence to recognise that staff are treated as professionals, work additional hours from time-to-time, and working flexibly as required to meet service requirements. As per RFS Award clause 11.1, staff members on standard hours are not entitled to Agreed Absences.

Relationship to Clause 12 – Annualised Conditions Allowance (ACA)

2.13. An Annualised Conditions Allowance (ACA) shall be granted in accordance with the provisions set out in Clause 12 of the RFS Award, Policy P3.2.3 Annualised Conditions Allowance, and SOP P3.2.2-1.

Grievance handling and dispute resolution procedures

2.14. Complaints or disputes in relation to the administration of the RFS Award shall be in accordance with the Grievance Handling and Dispute Resolution Procedures outlined in the RFS Award.

2.15. Where it is considered the issue is of a wider nature, the Joint Consultative Committee (JCC) shall be the appropriate forum to raise the service-wide issue.

2.16. The Deputy Commissioner People & Corporate Services will, as and when deemed appropriate, arrange for mediation or facilitation services between staff and management in resolving any issues in relation to this policy.

2.17. The respective authorities for managers to approve conditions outlined in this Policy are contained in P2.1.1 Administrative Delegations.

3. Definitions

3.1. For the purpose of this policy document the following definitions apply:

a. **Agreed Absence (AA):** the entitlement in the RFS Award for one day off per calendar month (or pro rata for part-time staff) in recognition of the hours worked and professional commitment to the organisation. See clause 11 of the RFS Award and refer to SOP P3.2.2-1 for further information.

b. **Conditions Award:** the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

c. **Leave in Lieu (LIL):** As per the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009. This is also referred to within the NSW RFS as Time in Lieu.

d. **Local Arrangement (LA):** a flexible arrangement between an employee and their supervisor to meet personal and/or work needs. Refer to SOP P3.2.2-1 for further information.

e. **Monthly Attendance Return (MAR):** each staff member's record of their monthly hours of attendance on the approved corporate system, per RFS Award clause 8.6.

f. **RFS Award**: the Crown Employees (Rural Fire Service) Award.

g. **SAP ESS**: SAP Employee Self Service Portal.

h. **SAP MSS:** SAP Managers Self Service Portal.

i. **Workplace**: As defined in Service Standard 7.8.5 Smoking in the Workplace, places occupied by RFS staff members while conducting authorised RFS activities. This may include, but is not limited to:

– Headquarters and its satellite locations

- Area Command offices
- District offices
- Fire control centres
- Training centres/locations
- Motor vehicles
- Brigade stations and
- Storage facilities and warehouses.

4. Document control

Release history

Version	Date	Summary of changes
1.0	Aug 2003	Initial release
2.0	3 Oct 2008	Repealed v1.0 Complete review of v1.0
2.1	4 May 2017	Repeals v2.0 Reviewed to update current practices and references
3.0	31 July 2025	Repeals v2.1 Reviewed to update application of overtime

Approved by

Name	Position	Date
Trent Curtin	Commissioner	31 Jul 2025

Related documents

Document name
Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009
Crown Employees (Rural Fire Service) Award
P2.1.1 Administrative Delegations
P3.2.3 Annualised Conditions Allowance
P5.1.6 Records Management
Service Standard 3.1.14 Fatigue Management
FAQs Hours of Work

Annexure A

Table of Agreed Absence Allocation for Part-time staff

Work Pattern Hours p/w	Formulae	Annual Allocation in hours	Annual Allocation in days
35	84 x 35/35	84.00	12.00
34	84 x 34/35	81.60	11.66
33	84 x 33/35	79.20	11.31
32	84 x 32/35	76.80	10.97
31	84 x 31/35	74.40	10.63
30	84 x 30/35	72.00	10.29
29	84 x 29/35	69.60	9.94
28	84 x 28/35	67.20	9.60
27	84 x 27/35	64.80	9.26
26	84 x 26/35	62.40	8.91
25	84 x 25/35	60.00	8.57
24	84 x 24/35	57.60	8.23
23	84 x 23/35	55.20	7.89
22	84 x 22/35	52.80	7.54
21	84 x 21/35	50.40	7.20
20	84 x 20/35	48.00	6.86
19	84 x 19/35	45.60	6.51
18	84 x 18/35	43.20	6.17
17.5	84 x 17.5/35	42.00	6.00
17	84 x 17/35	40.80	5.83
16	84 x 16/35	38.40	5.49
15	84 x 15/35	36.00	5.14
14	84 x 14/35	33.60	4.80
13	84 x 13/35	31.20	4.46
12	84 x 12/35	28.80	4.11
11	84 x 11/35	26.40	3.77
10	84 x 10/35	24.00	3.43
9	84 x 9/35	21.60	3.09
8	84 x 8/35	19.20	2.74
7	84 x 7/35	16.80	2.40
6	84 x 6/35	14.40	2.06
5	84 x 5/35	12.00	1.71
4	84 x 4/35	9.60	1.37
3	84 x 3/35	7.20	1.03
2	84 x 2/35	4.80	0.69
1	84 x 1/35	2.40	0.34

SOP P3.2.2-1
Administration of Work Hours

1. Purpose

1.1. This Standard Operating Procedure (SOP) details the administration of working hours and conditions for all RFS staff.

2. Procedures

Attendance recording

2.1. The business unit manager/District Manager is responsible for the approval of MARs in the approved corporate system (currently SAP MSS) within five working days of the end of the month.

2.2. Staff must record their daily working hours within the MAR. This includes the staff member's start time, finish time, and hours worked (excluding breaks).

Local Arrangement (LA)

2.3. Local Arrangement and Leave in Lieu are not the same entitlement. LAs are flexible short-term work arrangements negotiated between a staff member and their supervisor to meet the staff member's personal and/or work needs.

2.4. Where there is a need for ongoing or prolonged variations to work hours, the staff member is required to seek approval from the relevant Manager 12/13 and may be required to apply for a Flexible Working Arrangement

2.5. LA time involves the rearrangement of working hours and can be used to cover absences within normal working hours. The taking of LA Time or LA arrangements (when and how) cannot be directed or imposed by the RFS on the staff member to compensate for time/work performed that would otherwise be considered overtime or to avoid compensation for overtime.

2.6. Notwithstanding 2.5, the RFS may reasonably direct a staff member to rearrange their hours within the normal working hours (excluding overtime) to meet business or operational needs provided it is consistent with clause 7 of the RFS Award.

2.7. LAs must be taken within the month of the extra time worked (or by no later than the next month where prior authorisation is obtained). Subject to the RFS's obligation to pay overtime or permit leave in lieu of overtime for work requested or required to be performed after hours, staff may come to an LA with their manager to work their notional 35 hours at agreed times between Monday and Sunday.

2.8. Any LA must be negotiated with the relevant manager prior to the commencement of the arrangement and is to be granted on the basis that work is being completed in a timely manner as per agreed outcomes.

2.9. Given the obligations required to keep accurate records of times worked, all managers and staff are required by legislation to keep records that can be summoned at any time of:

a. Leave – when and how it is taken to cover working hours; and
b. Leave – the accrual of such leave (work performed to accrue LA time – when and by who it is approved).

Agreed Absences (AA)

2.10. Staff shall normally be required to take the AA during the month in which it accrues.

2.11. A staff member and their manager may agree to postpone the taking of the AA until a later time.

2.12. The taking of all AAs must be completed within the financial year.

2.13. For full time employees, AAs are whole day absences. For staff working part-time, their pro rata entitlements may allow them to only take a part day.

Financial year reconciliation of AAs

2.14. Since 1 July 2015 reconciliation of AAs has taken place prior to the end of the financial year (30 June).

2.15. Clause 11.6 of the RFS Award sets out the entitlements relating to conserved AAs.

Annualised Conditions Allowance (ACA)

2.16. Managers are encouraged to use this Hours of Work Policy to accommodate those staff members already being compensated for provisions such as programmed overtime, excess travel time, on call, and after hours. For example, where a staff member has had to work late into the night as part of their after hours or on-call duties and is receiving an ACA as compensation, the manager must consider fatigue management requirements and the staff member's health and wellbeing, and use the flexibility provisions of the hours of work policy to allow appropriate time off the next day without loss of pay. (see Policy P3.2.3 Annualised Conditions Allowance for further information)

Overtime (OT)

2.17. Overtime is defined at cl 7.9 of the RFS Award. The entitlements for working overtime are found at clauses 88 and 96 of the Conditions Award.

2.18. The PSA and the RFS agree that clause 7.9 operates as follows.

2.19. An employee will be working overtime if:

a. They have been requested or required by the RFS to work at a particular time that is 'After Hours'.
b. They have been requested or required by the RFS to perform work duties which can only reasonably be performed After Hours.

2.20. After Hours means:

a. before 7:30am or after 6pm on Monday – Friday;
b. on weekends; or
c. on public holidays.

2.21. Overtime for casual employees is additionally payable when:

a. Work exceeds (9) nine consecutive hours (excluding meal breaks) or longer where the RFS award specifies differently.

2.22. The staff member can choose whether to receive payment for overtime or Leave in Lieu of payment (LIL). Refer to 2.28 for OCC staff and 2.29 for casual employees.

2.23. A staff member does **not** work overtime for work performed After Hours, *at the sole choice of the staff member*, where the staff member is not required or requested by the RFS to work these hours.

2.24. Where Major Incident Conditions have been declared, the conditions in clause 15 of the RFS Award apply.

Leave in Lieu (LIL)

2.25. LIL is a provision in the Conditions Award, and is referred to as Leave in Lieu in the Conditions Award.

2.26. Where a staff member has worked overtime, they are entitled to be paid for that overtime or otherwise elect to accrue LIL in accordance with Clause 96 of the Conditions Award.

2.27. LIL will be calculated at the same rate as would have applied to the payment of overtime under the Conditions Award,

2.28. The exception to 2.26 is the OCC. OCC staff will generally be paid for all overtime worked. Casual employees will only receive financial payment for any overtime performed and do not have the ability to elect LIL.

2.29. LIL shall be taken within three months of accrual. LIL must be taken at a time that is mutually convenient to the staff member and their immediate manager, except when LIL is being taken to look after a sick family member (noting the same evidence requirements as sick leave to care for a sick family member apply, per the Conditions Award). Factors that a manager may consider after receiving a request from a staff member to take their accrued LIL include but are not limited to:

a. The personal circumstances of the staff member;
b. The LIL balance of the staff member;
c. The needs of the business unit / team;
d. Operational Requirements for the time the LIL is intended to be taken; and
e. Any other matters which are reasonably relevant to the taking of accrued LIL.

2.30. A staff member shall be paid for the balance of any overtime entitlement not taken as LIL at the end of the three-month period.

2.31. LIL is managed through SAP ESS and is subject to manager approval.

Part-Time Work

2.32. Staff working part-time shall have entitlements calculated on a pro-rata basis.

2.33. Annexure A details entitlements for part time staff to AAs.

Working Set or Standard Hours

2.34. The relevant Manager 12/13 may determine or direct that standard hours or restrictions to the work hours be worked in particular circumstances.

2.35. These circumstances may include, but are not limited to:

– Where the work to be done cannot accommodate the flexibilities of Clause 7 of the RFS Award due to the operational requirements of the RFS or a particular section of the Service.

Major Incidents

2.36. Where a major incident has been declared, the Major Incident Conditions in cl 15 of the RFS Award apply until the declaration is lifted.

Transfer to another NSW Government Agency

2.37. The transferring staff member shall make appropriate arrangements with the relevant manager to ensure:

a. any postponed AAs are taken prior to the agreed last day of duty. AAs cannot be transferred to another NSW Government Agency and cannot be cashed in without agreement.
b. any outstanding LIL is taken or paid out prior to the agreed last day of duty. It is the responsibility of the manager to notify Membership Services of any outstanding LIL balance to be paid out.

2.38. The relevant manager is responsible for ensuring all leave taken by the staff member is appropriately recorded and reconciled as soon as practicable after the transfer is confirmed.

Separation from the RFS

2.39. The staff member shall make appropriate arrangements with the relevant manager to ensure:

a. any postponed AAs are taken prior to the agreed last day of service. AAs cannot be cashed in without agreement.

b. any outstanding LIL is taken or paid out prior to the agreed last day of duty. It is the responsibility of the manager to notify Membership Services of any outstanding LIL balance to be paid out.

2.40. The relevant manager is responsible for ensuring all leave taken by the staff member is appropriately recorded and reconciled as soon as practicable after the notice of separation/resignation is received.