



8 December 2014

Mr Greg Mullins AFSM
Commissioner
Fire and Rescue NSW
PO Box A249
SYDNEY SOUTH NSW 1232

WITHOUT PREJUDICE

Dear Mr Mullins,

Re: 24 hour shifts

I write following our letter of last Thursday, 4 December and the discussions between the parties the following day regarding the working of 24 hour shifts.

The Union reaffirms its position on the working of 24 hour shifts on a regular and organised basis by way of pre-arranged full changes of shift rather than by an alternative roster pursuant to subclause 8.2. Indeed, the Union's intention with 8.2 was to facilitate and formalise family-friendly part-time work arrangements, not to permit different full-time rosters which are more appropriately negotiated with the Union and set out at subclauses 8.3 to 8.6.

The Union remains open to the possible insertion of a 24 Hour Roster within the 2016 Award or, if agreement can be reached beforehand, with the 2014 Award by way of consent variation.

The Union has refined its position on the remaining questions, as follows:

Staff shortages at end of shift

The Union's without prejudice proposal that a staff shortage at the conclusion of a 24 hour shift (only) may be considered an emergency circumstance for the purpose of subclause 8.11.3 remains, subject to the Department's agreement that:

- a) member(s) being held back will be relieved and released as soon as possible; and
- b) the continued operation of this concession beyond 30 June 2015 will be dependent upon a separate and subsequent agreement between the parties.

The Union now proposes a third condition:

- c) that any and all time worked in excess of 24 hours will be paid at the rate of double time.

This will reinforce the need to minimise the time worked beyond 24 hours, and should be more than offset by the halving of the opportunity for late fire call overtime at 0800 or 1800 hours.

Relieving and outduties

The Union understands that the Department is also willing to permit relievers to work 24 hour shifts. The Union supports this approach provided that each shift worked, whether by rostered or by non-rostered change of shift, is treated as a separate rostered shift for both relieving and outduties the purposes of the Award, with one exception. If a reliever (or outduty) was directed to return to their base station at 0800 or 1800 hours then:

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- i) return kilometres would not be payable for that second half of the 24 hour shift, only the forward kilometres between the relief station and the base station; and
- ii) the second half of the 24 hour shift would not be counted as an outduty.

Neither of these conditions should cause the Department difficulty or concern as they are both effectively cost-neutral.

Sick Leave

We are not sure if the Department's offer to alter the change of shift arrangement in the case of sick leave is intended to apply generally, or only in the case of changes of shift involving 24 hour (ie, double) shifts. Your confirmation of this would be appreciated in due course.

Either way, the Union agrees (again on a strictly without prejudice basis) that a member who has arranged to work another member's rostered shift and who, by reason of illness or injury, is unable to perform that change of shift will be able to use their own sick leave (or single NMC) to cover that full absence. It follows that there would no longer be any need for the originally rostered member to suffer a loss of pay and/or consolidated leave, or indeed to do anything. The responsibility would be transferred entirely to the member who had agreed to perform the change of shift.

Meal Allowances

The payment of meal allowances has emerged since our initial letter as an issue requiring attention. Pursuant to Clause 10, the working of a double shift could attract a payment of up to \$70.50 in meal and refreshment allowances. This has already led at least one Area Command to prohibit the working of stay backs of six hours or more, and thus the working of double shifts.

To remedy this unintended consequence the Union proposes for the purposes of subclause 10.3.1.2 only that no more than one meal and two refreshment allowances (ie \$56.40) be payable as the result of a stay back.

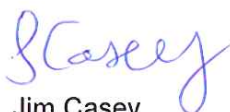
Consistent with the treatment of relieving and outduties, the Union proposes that meal allowances pursuant to subclause 26.3 continue to be paid as though the member had worked two separate standard 10/14 rostered shifts, ie one day shift and one night shift.

Change of shift provisions to be inserted in Award

As you would be aware, it is the Union's intention for any non-Award arrangement that operates in contravention of the Award to either be regularised by inclusion within the Award, or discontinued as soon as possible. The change of shift arrangements that are currently governed by FRNSW Standing Orders are a case in point. While it is not proposed to do this now, the Union does expect an agreed change of shift subclause to be inserted into the Award by (and preferably before) the expiration of the current award in February 2016.

The Union looks forward to the Department's response to both this letter and our letter of 4 December as soon as possible in order that our members may commence approving and working 24 hour shifts by change of shift with confidence, and without further delay.

Yours sincerely,



Jim Casey
State Secretary