



23 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 letters of 4, 8 and 12 December, your letter of 12 December and the continuing discussions between the parties regarding the working of 24 hour shifts. Unless stated otherwise here below then all of the proposals previously put by the Union in those letters should be considered withdrawn and replaced by the following:

1. Change of shift arrangements

The Union understands that subject to approval by PSIR, the parties have now agreed to insert a new subclause 8.12 and to re-number the existing subclause 8.12 as set out below as soon as practicable, if not during the life of the current Award then within the subsequent 2016 Award, and to operate by these revised terms in the interim:

8.12 Two or more Non-Officers, Officers or Senior Officers (as the case may be) may enter into a full or part change of shift arrangement with each other subject to the following conditions:

8.12.1 Employees shall apply in writing at least 24 hours prior to performing a full or part change of shift. This application, which may provide for multiple and/or recurring changes of shift, shall include the number of hours, the relevant times and date(s) and the names and signatures of both the employee(s) seeking the change and the employee(s) who shall be working in their stead.

8.12.2 Employees shall not be permitted to perform full or part changes of shift while on leave.

8.12.3 Employees shall not be permitted to perform full or part changes of shift immediately prior to or following their own rostered shift unless that full or part change of shift is to be worked at the same station as that rostered shift.

8.12.4 Notwithstanding anything elsewhere provided by this Award, an approved change of shift shall operate so that the employee who is rostered to work (Employee A) shall be considered for the purposes of pay and leave accrual only to have worked that rostered shift and the off-duty employee who agrees to work in Employee A's stead (Employee B) shall not be paid and shall not accrue leave for any time worked during Employee A's rostered shift. Employee B shall otherwise be considered to have been rostered to work that shift for all other purposes (including, for example, Sick Leave).

8.12.5 An on duty employee who has arranged a part change of shift shall not be permitted to

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leave duty until properly relieved by the employee who has agreed to work in their stead.

8.12.6 If there is a call of fire or any other emergency that disturbs or prevents a previously arranged part change of shift, no arrangement shall be made, or be expected to be made, to recall another employee. Any inconvenience shall be borne by the employees concerned without redress.

8.12.7 The Department shall not refuse an application to perform a full or part change of shift without good and proper reason, but may cancel a previously-approved change of shift on the same basis in order to meet the exigencies of the Department.

8.12.13 Executive Officers

Executive Officers shall work an average of forty ordinary hours per week on a flexible basis according to the needs of the organisation on any day of the week or at any time of the day.

2. Staff shortage at the cessation of a 24 hour shift

The Union undertakes to not prosecute the Department for apparent breaches of subclause 8.11 where employees are working a 24 hour shift (either by trial at No. 42 Station Ryde or by irregular PCOS elsewhere) and a staff shortage requires one or more of those employees to remain on duty in order to maintain safe and effective minimum staffing. This undertaking is offered in the expectation that management will take steps to minimise limit the duration of any such stay-backs as far as is reasonably possible, and as interim arrangement only until 20 February 2015, which is the date of the conclusion of the 8 week trial at No. 42 Station.

3. Trial of alternative 24 Hour Roster at No. 42. Station Ryde

The Union agrees on a without prejudice basis to trial the previously circulated 24 Hour Roster at No. 42 Station Ryde by way of alternative roster under subclause 8.2.3 for an 8 week trial commencing 0800 hours on 26 December 2014 and concluding 0800 hours on 20 February 2015. On the understanding that all members at 42 Station are agreeable to this trial proceeding and further, that the Department has agreed to continue to treat each 24 hour shift as two separate shifts for the purposes of Clause 12 relieving and outduty arrangements, the Union also agrees to treat the 14 days notice required by subclause 8.2.3.1 as having been given.

The Union concurs with your suggestion that the parties should meet after six weeks, or sooner should any problems arise, to review the trial's progress and to confirm the way forward upon the trial's conclusion on 20 February.

These are clearly complex issues and as such, I thank you and your representatives for your and their timely and considered attention to the numerous proposals put by the Union throughout the past three and more weeks in an attempt to facilitate the early working of 24 hour shifts. Your earliest confirmation of the Department's agreement to each of the three points set out in this letter will allow the trial at No. 42 Station to proceed as scheduled this Friday.

Yours sincerely,



Jim Casey
State Secretary



File Ref. No:
TRIM Ref. No:

23 December 2014

Jim Casey
State Secretary
Fire Brigade Employees' Union of NSW
1-7 Belmore St
Surry Hills NSW 2010

Without Prejudice

Dear Mr Casey

Re: 24 Hour Shifts

I write in response to your letter of today's date following the fruitful discussions held today at the FBEU's office.

I am pleased to confirm the arrangements proposed in your letter and look forward to working co-operatively with the union's representatives during the course of the trial of the 24 Hour Roster at 42 Ryde Station which is to commence Friday 26 December 2014 and conclude 20 February 2015.

Yours sincerely

A handwritten signature in black ink, appearing to read "Darren Husdell".

Darren Husdell
Director Human Resources

