



19 February 2015

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

Dear Mr Mullins,

**Re: 24 hour shifts**

I write concerning of the ongoing discussions between the parties regarding the working of 24 hour shifts and the further details now required to give full and proper effect to the roster flexibility intended by the various changes made to Clause 8 in the 2014 Award.

The additional amendments and accompanying explanatory notes set out here below are not new provisions, but rather clarifications of existing arrangements for which there is no additional cost. On the contrary, the limited experience to date of 24 hour shift work already indicates a capacity for these award amendments to deliver employee-related expense savings and the Union expressly reserves its rights in this regard leading into the 2016 Award round.

In order to proceed, the Union requires confirmation of the Department's in-principle agreement to the attached provisions and notes on the understanding that:

- a) full and final agreement will remain subject to approval by both PSIR and a general meeting of the Union's members; and
- b) the parties will observe the arrangements set out within these provisions and notes in the interim, commencing on and from this Friday 20 February, this being the end of the 8 week trial undertaken by the members of No. 42 Station Ryde.

You are no doubt aware of the growing number of permanent firefighters, and stations, interested in working 24 hour shifts, with members hoping to be able to do so from as soon as 0800 hours this Friday. While subclause 8.2.3.1 would ordinarily require the Department to provide at least 14 days notice to both the firefighter and the FBEU, the Union is prepared in this instance to waive this notice in order to allow an 0800 start on 20 February provided that:

- i) the alternative roster to be worked is the 24 hour "Ryde" roster; and
- ii) the Union is notified of each instance, in writing, as soon as possible thereafter pursuant to subclause 8.2.3.1; and
- iii) that no employee is pressured by management and/or co-workers to work this roster.

Yours sincerely,

Jim Casey  
State Secretary

## 8. Hours of Work

- 8.1 Subject to subclauses 8.2.3 and 8.2.4, the average ordinary working hours of Operational Firefighters shall be forty hours per week over the cycle of weeks for which the rosters of ordinary hours of duty and leave operate. All rosters include, in addition to the average forty ordinary hours per week, an average per week of two hours of thirty-eight hour week leave accrual which shall be accumulated and added to annual leave accrual and taken in accordance with Clause 17, Annual Leave.
- 8.2 Arrangement of Rosters
- 8.2.1 Subject to subclauses 8.2.2 and 8.9, Operational Firefighters shall work the roster in operation at the station/location to which they are permanently attached and this roster shall be known as their default roster. **No default roster shall allow rostered shifts in excess of fourteen hours duration.** Once a roster is determined and operating it shall only be departed from following consultation between the Department and the Union or to meet an emergency due to sickness or other unexpected or unavoidable cause.
- 8.2.2 Except as provided for in subclause 8.2.1, any proposed change at any location from one roster system to another, or to a new roster system, shall only occur following consultation between the Department and the Union.
- 8.2.3 Operational Firefighters may, with the Department's agreement, elect to work alternative rosters to their default roster, provided that any such alternative roster:
- 8.2.3.1 must operate over an eight-week cycle and be drawn up and provided to both the Operational Firefighter and the Union not less than fourteen days prior to commencement;
  - 8.2.3.2 must allow at least eight consecutive hours between the cessation of one rostered shift and the commencement of the next rostered shift;
  - 8.2.3.3 must not allow split or broken shifts;
  - 8.2.3.4 must not allow more than five days' work, or more than five rostered shifts, in any seven day period; and
  - 8.2.3.5 must not average more than forty two ordinary working hours per week over the eight-week cycle.
- 8.2.4 An Operational Firefighter who elects to work an alternative roster that allows fewer average ordinary working hours than allowed for by subclause 8.1 shall be paid and accrue leave on a pro-rata basis.
- 8.2.5 **Notwithstanding anything to the contrary elsewhere within this Award, an Operational Firefighter who elects to work an alternative roster that allows one or more 24 hour shifts shall:**
- 8.2.5.1 **be paid the Relieving Allowance, if payable, twice for each rostered 24 hour shift so worked; and**
  - 8.2.5.2 **have any outduty performed during a rostered 24 hour shift counted as two outduties for the purposes of subclause 12.17; and**
  - 8.2.5.3 **have any compassionate leave taken during a rostered 24 hour shift counted as two shifts for the purposes of subclause 18.1; and**
  - 8.2.5.4 **have any unsupported sick leave absence taken during a rostered 24 hour shift counted as two separate occasions for the purposes of subclause 23.8.**
- ~~8.2.56 The~~ **Subject to subclause 8.2.7, the** Department shall return an Operational Firefighter who is working an alternative roster to their default roster **within** fourteen days of receipt of a written request from the Operational Firefighter.

8.2.7 Where the Department's agreement to the working of an alternative roster was conditional upon one or more Operational Firefighters working an alternative roster in concert with each other and one or more of those Operational Firefighters submits a written request to return to their default roster, the Department:

8.2.7.1 shall return the Operational Firefighter(s) who requested to return to their default roster within 28 days; and

8.2.7.2 shall notify the remaining Operational Firefighters, in writing, of that request within 7 days; and

8.2.7.3 may return the remaining Operational Firefighters to their default rosters not less than 21 days following their receipt of notification at subclause 8.2.7.2.

*(Note: there are no amendments proposed to the current subclauses 8.3 to 8.10 inclusive, so they are not reproduced here.)*

8.11 Employees shall not be permitted to work in excess of sixteen (16) hours straight except in the case of a call to an incident, or other emergency circumstances, or by agreement pursuant to subclause 8.12.

8.12 Employees may elect, but not be directed, to work in excess of sixteen (16) hours straight by way of overtime, an alternative roster or a change of shift agreement provided:

8.12.1 that such employees have the Department's approval to do so; and

8.12.2 that such employees have at least eight consecutive hours off duty between the ~~work of successive shifts~~ cessation and recommencement of duty; and

8.12.3 that no employee shall be permitted to work in excess of twenty four (24) hours straight except in the case of a call to an incident, or other emergency circumstances, or a staff shortage pursuant to subclause 8.9.6.

8.13 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.

8.14 Change of Shift Agreements

Notwithstanding anything to the contrary elsewhere within this Award, two or more Non-Officers, Officers or Senior Officers (as the case may be) may enter into a full or part change of shift agreement with each other subject to the following conditions:

8.14.1 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.

8.14.2 An approved change of shift agreement shall operate so that:

8.14.2.1 The employee who was originally rostered to work, but did not do so (Employee A) shall:

8.14.2.1.1 be paid the wages they would otherwise have been paid pursuant to subclause 6.2.1 for that shift or part shift; and

8.14.2.1.2 accrue the leave they would otherwise have accrued pursuant to Clauses 17, 20 and 23 for that shift or part shift; and

- 8.14.2.1.3 subject to subclauses 12.6 and 8.14.2.2.2, be paid the Relieving Allowance as if they had worked that shift or part shift.
  - 8.14.2.2 The off-duty employee who works in Employee A's stead (Employee B) shall:
    - 8.14.2.2.1 be recognised and paid for all purposes other than those listed at subclauses 8.14.2.1 as if they had been rostered to work those hours, provided that any time so worked by Employee B in excess of Employee A's originally rostered hours will be paid as overtime pursuant to Clause 9; and
    - 8.14.2.2.2 subject to subclause 12.6, be paid the Relieving Allowance provided: firstly; that Employee B shall always assume Employee's A base station for the purposes of Clause 12; and secondly, if both Employee A and Employee B satisfy the requirements of subclause 12.6 then only Employee B shall be paid the Relieving Allowance and, if applicable, only Employee B shall be considered to have performed an outduty.
- 8.14.2.3 Employees may take leave (including annual and long service leave) during an operative change of shift agreement but shall not be permitted to work a change of shift while on such leave. Such employees shall not be required to make alternative arrangements (which, if necessary, shall be made instead by the Department) in the event that they or any other employee who is party to that agreement takes leave, scheduled or otherwise.
- 8.14.2.4 If Employee A takes annual leave or long service leave during an operative change of shift agreement then Employee A shall have both the hours they were rostered to work and the change of shift hours they had agreed to work for any other employee(s) deducted from Employee A's annual leave balance or long service leave balance.
- 8.14.2.5 If Employee B works an agreed change of shift for Employee A while Employee A is on annual leave or long service leave then Employee A shall be credited with the same number of annual leave or long service leave hours as worked by Employee B for Employee A.
- 8.14.2.6 If Employee B takes any form of leave (including, for example, sick leave) when scheduled to work an agreed change of shift for Employee A then those leave hours shall be deducted (but not paid for) from Employee B's relevant leave balance.
- 8.14.3 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.
- 8.14.4 An on duty employee who has arranged a part change of shift shall not be permitted to leave duty until properly relieved by the employee who has agreed to work in their stead.
- 8.14.5 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.
- 8.14.6 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 provided sufficient notice is given to the affected employees.
- 8.14.7 Subject to subclause 8.14.2.3, an employee who has entered into a change of shift agreement will remain bound by that agreement unless and until such time as the other employee(s)

concerned agrees, in writing, to terminate that agreement, or a change of shift is cancelled by the Department pursuant to subclause 8.14.6.

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1. These notes rescind and replace all previous agreements and arrangements for the working of 24 hour shifts and changes of shift and are supplementary to the attached amendments to Clause 8 which will operate with immediate effect by agreement between the parties pending their insertion, subject to approval by PSIR, by consent variation of the Permanent Firefighting Staff Award 2014 and their inclusion within the successor 2016 Award.
2. The parties reaffirm their commitment to the maintenance of the four Platoon, 10/14 Standard Roster as the principal roster system for FRNSW permanent firefighters.
3. The alternative rosters available at subclause 8.2.3 apply to individual employees, not to stations. It is therefore possible, for example, for four employees to apply to work the same alternative roster at the same station across four platoons without disturbing the remaining employees on that station's default roster. It is also possible (as contemplated by subclause 8.2.7) for the Department to make its agreement to an alternative roster conditional upon one or more other employees at that station also electing to work that alternative roster.
4. While an employee's entitlement (or not) to payment of the Relieving Allowance is not affected by their roster, any Relieving Allowance that is payable to an employee working an alternative roster's 24 hour shift (only) will be paid twice pursuant to subclause 8.2.5.1. A Relieving Employee who works, for example, an 18 hour shift will still be paid the standard Relieving Allowance amount. The same "24 hour only" principle applies in the case of the other outduty, compassionate leave and unsupported sick leave provisions of subclause 8.2.5.
5. The reinsertion of the previous Awards' 16 hour work ceiling at subclause 8.11 will operate in all respects as it did prior to the 2014 Award.
6. The revised subclause 8.12.3 introduces an additional exception of "staff shortage" in order to avoid the temporary closure of stations at the change of a 24 hour shift. The parties agree that the exceptions allowed at subclause 8.12.3 notwithstanding, priority will be given to the relief of employees working in excess of 24 hours for any reason as soon as is reasonably practicable.
7. Changes of shift under subclause 8.14 will operate on the general principle that either Employee A or Employee B will be paid for the work performed, but not both, and that the Department shall be neither financially advantaged nor disadvantaged in the process.
8. Consistent with point 7, the Relieving Allowance will be paid during both full and part changes of shift to either Employee A or Employee B, but not both. If Employee A is entitled to payment of the Relieving Allowance and Employee B is not, then Employee A will be paid, but if Employee B is entitled to payment then only Employee B will be paid. The same "one employee only" principle will apply for the recognition of outduties, which if performed by both employees as the result of a part change of shift will see only Employee B counted as having done so. The sole exception to this principle will be kilometres/travel, for which both Employee A and Employee B will be recognised and paid if they are otherwise entitled.
9. An employee who is scheduled to work a double shift by change of shift will be regarded for all purposes as working two shifts, not one. For example, an unsupported sick leave absence for all or part of both shifts (eg, a 10 hour day shift followed by a 14 hour night shift) would be treated as two occasions for the purposes of subclause 23.8, whereas an unsupported sick leave absence that commenced at (say) 2000 hours would be treated as one occasion.
10. The following situations are indicative of what will be considered "good and proper reason" for the Department to refuse or cancel a change of shift application pursuant to subclause 8.14.6:

- Employee B does not hold the qualification(s) held by Employee A (e.g. rescue, hazmat, pumper or aerial operator qualifications) and it is therefore likely that overtime will be required if the change of shift is approved;
- Training has been arranged for Employee A on the day of the proposed change of shift and it is not reasonably practicable to delay or rearrange that training for another shift;
- An employee works extended periods of night shifts only and it becomes necessary (for reasons which should be explained) for that employee to work some day shifts;
- An employee develops a significant imbalance in the number of changes of shift worked on their behalf versus the number of changes of shift worked by that employee on behalf of other employees.

19 February 2015



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20 February 2015

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

Dear Mr Casey

**Re: 24 hour shifts**

I write in relation to the discussions between FRNSW and FBEU dealing with the issue of 24 hour shifts.

I am pleased to advise that the proposals in your letter of 19 February and the attached notes are agreed between us.

May I take this opportunity to thank you for the way this matter has been progressed.

Yours sincerely

A handwritten signature in black ink, appearing to read "Greg Mullins", written over a horizontal line.

Greg Mullins AFSM  
Commissioner

