



SITREP 05/15

24 hour shifts and roster flexibility – update #6

It took longer than expected, but the definitive position on 24 hour shifts promised in SITREP 2/15 has not only been developed, it's been negotiated to the point of in-principle agreement with the Department. We ran out of time yesterday, but the Department's formal agreement to the attached terms is expected to follow early next week, as will the details of a March SGM for members to vote on the negotiated position. In the meantime, these will be the terms that 24 hour shifts are worked under on and from 20 February.

The proposed award amendments allow exponentially greater flexibility for members who seek it. They also ensure that members who do not want to work 24 hour shifts will never, ever be forced to, and that the 10/14 Roster will remain the principal roster within FRNSW. More in SITREP 6.

Higher retainers – update #1

There are a number of ways to address ongoing retained availability shortages, including the recruitment of additional retained firefighters and, more recently, the offering of the higher retainers for increased availability that the Union devised and then secured through last year's new Retained Award.

There's also the half-arsed, penny-pinching way of permanent appliance move ups. A short term saving for management, certainly, but at the cost of both extra jobs and/or higher retainers for our retained members, and of slower (or even no) response from the permanent members in their own area.

Last week the Union wrote to the Department demanding both extra recruitment and higher retainers to address ongoing daytime availability shortages at the Mount Victoria Brigade. We also warned that in the absence of an acceptable reply, the Zone's practice of moving up Katoomba's permanent appliance to stand by there would cease. The Department did not reply, so the Union has now banned the movement of permanent appliances to Mount Victoria to cover retained staff shortages. More to follow.

Permanent allowances and qualifications

Recent reports from Metro North on the use of non-qualified to staff to cover Rescue vacancies lead us to remind members (including relievers) that:

- in order to maintain a Rescue qualification and receive the qualification allowance you must be attached to a Rescue station, in which case you will then be paid the Rescue Allowance each and every week in accordance with Clause 6 of the Award;
- you cannot be used to cover Rescue vacancies unless you are Rescue qualified; and
- if you are not attached to a Rescue station then you are not Rescue qualified, are not eligible for the qualification allowance and cannot be used to fill Rescue operator vacancies, retained or permanent.

The same rules apply to Hazmat, Aerial and Communications qualifications and allowances which, as SITREPs 29/2010 and 41/2012 previously advised, are all payable week in, week out, including when on leave (workers comp, annual leave, long service leave, sick leave, etc). Indeed the only time these allowances are not payable is during periods of Leave Without Pay.

A handwritten signature in black ink, appearing to read "Jim Casey".

Jim Casey
State Secretary

Saturday 14 February 2015

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. 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 on a rostered 24 hour shift (only) will be paid twice. A Relieving Employee who works, for example, an 18 hour shift will still be paid the single and standard Relieving Allowance amount. The same "24 hour only" principle applies in the case of the special outduty, compassionate leave and unsupported sick leave provisions of subclauses 8.2.5.2, 8.2.5.3 and 8.2.5.4.
4. An employee who is scheduled to work a 24 hour shift by change of shift will be regarded for all purposes as working two shifts, not one, so an unsupported sick leave absence for that 24 hour period will be treated as two occasions for the purposes of subclause 23.8, not one.
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 whatever reason as soon as is reasonably practicable.
7. Subclause 8.14.2 will operate so that Employee A will be paid for their rostered hours of work and ordinary leave accrual but, subject to subclause 8.14.2.5, will receive no other payment or credit in connection with that shift, whereas Employee B will be neither paid for nor credited leave for any of Employee A's rostered hours of work, but will otherwise be paid any other applicable Award entitlement as if that shift was Employee B's own shift.
8. The payment of the Relieving Allowance to one employee only will apply only for full changes of shift. In the case of part changes of shift, both Employee A and Employee B will be paid the Relieving Allowance if they are both otherwise entitled (for example, they are both Relieving Employees).
9. 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 likely that overtime would be required if the change of shift was 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.

13 February 2015

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.
- 8.2.5.6 The Department shall return an Operational Firefighter who is working an alternative roster to their default roster with fourteen days of receipt of a written request from the Operational Firefighter.

(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 nonetheless be considered for the purposes of pay pursuant to subclause 6.2.1 and leave accrual pursuant to Clauses 17, 20 and 23 (only) to have worked that rostered shift; and

8.14.2.2 The off-duty employee who agreed to work in Employee A's stead (Employee B) shall be considered for all purposes except pay pursuant to subclause 6.2.1 and leave accrual pursuant to Clauses 17, 20 and 23 to have been rostered to work that shift.

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 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, 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.