



Overview of proposed 2017 Permanent Award

(To be read in conjunction with the award posted to the Union's website with SITREP 4 on Thursday 9 February)

Clause 4, Definitions

The changes to Clause 4 clarify the meaning, but do not change the intent, of several terms. There is also a new definition of "Z Relieving Employee" which is discussed further at Clause 12.

Clause 6, Rates of Pay and Allowances

6.2.2 is a new subclause that re-classifies all existing LFs as "Leading Firefighter A", which will be a sunset classification for the 84 current LFs only as a transitional measure to the new system. All SFs promoted after 17 February will become Leading Firefighters who will be able to be directed to work across two platoons at their station, but they will also be paid a higher wage rate. LFAs will remain until they are promoted to SO or they elect to become LFs, which they will be able to do at any time. More on the LF reforms at Cl.8.

6.6.9 preserves the Country Allowance for all SO and Insp members currently receiving it, but ceases payment to new officers taking up at country stations. This allowance was only ever paid to allow promotional appeals to GREAT, which were not allowed unless there was a payrise involved, but the current Government's decision to abolish independent appeals has rendered this redundant.

6.6.11 extends the criteria for payment of the Rescue Allowance beyond the current requirements (which remain unchanged) to allow the Commissioner to recognise and pay other members as rescue operators. The current clause allows an external body (SRB) and external emergency service bosses to control over \$2M pa of our allowances. This amendment restores independence to FRNSW (and by extension, the Union) about the payment of the rescue allowance.

6.6.14 introduces a new Regional Training Roster Allowance (more on this at Cl.8).

6.6.15 introduces new On Call Allowance (more on this at Cl.9).

Clause 7, Higher Duties

7.1 removes the words "or classification" in order to clarify that there is no minimum rank or classification required to act up into Operational Support positions.

7.2 and 7.3 clarify that LFs and LSOs can act up for the first 28 days only of an officer's absence.

7.5 introduces a new provision to allow LFs on the SO Program and LSOs on the Insp Program to act up for more than 28 days. Agreed to on the reasoning that the 28 day limit is designed to ensure that the Dept does not permanently act up Leading ranks rather than promoting them, which does not apply in this instance because these LFs and LSOs are guaranteed promotion to that position upon completion of the Program.

The remaining changes facilitate the proposed reversion to OS Level 3 from OS Inspector (more on this at Cl.14).

Clause 8, Hours of Work

8.6a introduces a new Regional Training Roster. This expressly affects Regional Training Officers (SICs only), who the Union's officials are conferring with directly as to whether or not to proceed this way.

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8.10a allows Leading Firefighters (only) to work their rostered hours across two platoons at their own station. Subclause 27.2 provides that an LF must be given at least 28 days notice before they can be "seconded" to work on their alternate platoon, with 14 days notice of return to their own platoon.

There are numerous reasons behind this change for the LF rank:

1. It will help even out the distribution of LFs. Currently, the Department needs 4 LFs (one per shift) at every country station for acting up to work effectively. That's over 50 LFs across a dozen or so stations. Management could probably cover the whole of the GSA using only 20 LFs per shift on outduties or as relievers, which is 80 LFs across 100 or so stations.
2. It will drive an increase in the number of LFs. The two-shift working model for LFs makes it desirable for the Department to place two LFs at every station, including 200 across Sydney rather than only 80.
3. It will help spread acting up opportunities more evenly across all LFs. Most LFs will act up for their own SO, and for the SO on the alternate platoon whenever either SO is on annual leave.
4. It will allow LFs to apply their new operational skills and responsibilities at their own station, in a familiar area and with familiar crews.
5. It will provide an additional payrise for all future LFs (and for any current LFs who want it). The LF rank is currently paid 112% of the QF rank's rate of pay. This will change to 115% - an extra \$45.53 pw and \$2,375 pa.

8.10b introduces new, self-explanatory (and long-overdue) provisions that apply generally to ensure that members who change platoon or work outside of their roster (for example, standing off to attend training) are not disadvantaged.

8.12.3 clarifies the maximum permissible work time for those working 24 hours shifts as 27 hours. The current award provides no maximum, and relies instead on the payment of double-time to encourage management to relieve members asap after 24 hours. This has not worked in practice (some members have been forced to stay back for over 5 hours) so we are reverting to the previous arrangement whereby the maximum becomes a firm maximum, and the Union can (and will) prosecute the Department if it is exceeded due to staff shortages. SCOM settled on 3 (and 27) hours rather than 2 (26) hours following feedback from members who indicated a very clear preference for the ability to perform 3 hour PCOS at either end of their 24 hour shift.

8.15 inserts new banked leave provisions, which are extensive and detailed and so will not be repeated here. Critics of banked leave dismiss it as single time overtime that is selling us short and giving away far too much the employer. Supporters contend that it is exactly the same as PCOS, except that you have more control over when you work (or not) and any balance owing to you when you leave the job is paid out rather than lost.

The first important point to note that it is entirely voluntary - if you don't like banked leave then don't work it. The second important point to note is subclause is 8.15.9, which automatically cancels the entire banked leave trial after 12 months if the Union does not expressly agree to its continued operation. SCOM recommends that we trial banked leave for a year before a General Meeting decides whether to not we allow it to continue.

The Department claims (with some justification) that it has no idea how popular banked leave will be, or how much it might save. That will not be the case in 12 months' time, and the Union will require concrete data and costings before we agree to its continuation. Or not.

Clause 9, Overtime

9.6 replaces the current 2 hour minimum payment for attendance at incidents and the 4 hour minimum for attendance otherwise with a flat minimum 3 hour payment for any recall for any reason. This was negotiated and agreed to last year, as reported in SITREP 18/16.

9.7 introduces the concept of a "employee's recall area" that will be chosen by each member according to certain rules at subclause 9.8, and subject to a general rule that no member will have more than one recall area. Recalls you perform anywhere within your recall area (including your own station) will attract a flat Recall Allowance of ...

... \$37.50 rather than return kms from your station. Recalls you perform outside of your recall area will continue to be paid kms unless you are claiming residential priority for that area, in which case you will be paid the Recall Allowance.

This change is part of a wider shift to an automated "e-recall" system that the parties have been negotiating, where recalls will be offered to members by sms according to overtime hours worked. Members who decline a recall will not be penalised, so members who think the recall on offer is too far for the Recall Allowance can let that recall pass, remain at the top of the recall list and wait until a closer/more convenient recall is offered.

9.11 introduces a new On Call Allowance of 94 cents per hour for members who are officially on call. This will not affect most members (and is not for members waiting for possible recall), but it has been paid by agreement for over a decade now to permanent members at Perisher Valley outside of their rostered hours. The amount itself is the public sector standard, which is not a lot, but it will help remove the often blurry lines at present between who actually is and isn't on call for things like IMTs and FIRU.

Clause 12, Relieving Provisions

Clause 12 regulates the new Z Relievers, who will be "super" relievers who can relieve across stations like ordinary relievers, or across platoons with 7 days notice, or across rosters with 14 days notice, but who will be paid a Z Relieving Allowance (which is double the standard Relieving Allowance, or \$133.52 per 24 hour shift) in compensation for the inconvenience. The Union expects the Department to create no more than the bare minimum of Z Relievers needed owing to their additional cost and consequently, that no member will be a Z Reliever who did not want be.

Clause 12a, Interstate, International and Extended Intrastate Deployments

These are existing award provisions that are being extended from interstate and international deployments to include intra-state (ie, within NSW) deployments and task forces. These provisions do not apply if (a) the deployment is for less than 48 hours and/or (b) you are directed rather than agree to attend. They have been tested several times since 2014 and have been well received. The SCOM is satisfied they will prove equally suitable for members on extended deployment within NSW.

Clause 13, Progression and Promotion Provisions

13.4 and **13.6** increase the length of time it takes for future Firefighters to reach QF rank by 6 months, from 24 to 30 months and decrease the time to SF from 72 months (6 years) to 60 months (5 years). The money lost in the delayed promotion to QF is recovered by the earlier promotion to SF - it's essentially cost neutral. Current QFs and members who are promoted to QF between now and 17 August 2017 will still require 72 months to reach SF, while members promoted to QF after 17 August will require 60 months to reach SF (subject to a general rule that no QF can be promoted to SF before a QF who joined FRNSW before them as a result of this change).

So rather than taking 2 years to reach QF and 6 years to reach SF, it will now take 2.5 years to QF and 5 years to SF.

13.8 and **13.10** have not so much changed the way promotion to SO and Inspector operates as they have clarified the intended operation of the current Award.

13.11 and **13.12** effectively mirror the above provisions for promotion to Superintendent and Chief Superintendent, and work in with the proposed changes at Clause 28a.

Clause 14, Operational Support Positions

14.2.3 restores the minimum rank of QF (now 2.5, not 2 years) for eligibility to apply for Operational Support positions.

14.10 and **14.11** clarify when and how OS members can temporarily swap positions with station-based firefighters (but not solo).

14.12 restores the classification of Operational Support Level 3 and deletes OS Inspector, (although all Inspector incumbents will continue to hold that rank).

Clause 17, Annual Leave

17.11 clarifies the intention of the existing Award that annual leave swaps can only occur between two members (ie, you cannot swap with yourself).

Clause 17a, Consolidated Leave (new clause)

We currently have an Award that allows us to accrue consolidated leave, but provides no way for us to take it.

These Clause 17a provisions are similar to those for the taking of banked leave (see Cl. 8) and quite straight-forward. The only real change from the current consolidated leave rules occurs at subclause 17a.5, which allows members the option (or not) of cashing out some or all (bar 24 hours) accrued consolidated leave - and so a potential \$1,100 pa wage boost for an SO who cashed out their annual 23.25 hour accrual each year.

Clause 23, Sick Leave

23.9 to 23.11 are new subclauses that provide for the re-credit of annual leave and/or long service leave when members are sick for 5 days or more while on AL or LSL.

Clause 28, Transfers Outside of the GSA

28.3.2 confirms the agreed details to be included in published Transfer Registers, and the removal of already-transferred members 2 years later to avoid the registers growing too long.

28.3.4 to 28.3.7 replaces the current practice whereby the Department offers transfers to members on the registers with a new automatic transfer provision - if you reach No.1 and a vacancy occurs then you will be transferred without being asked. 28.3.7 is a new provision that prevents a member who asks to be removed from a Transfer Register from re-applying for that Transfer Register for 12 months.

28.3.6 and 28.6.4 clarifies the movement of members into and out of Newcastle Comms.

28.7 amends the selection process for Country officers so that SFs on the LF Program and SOs on the LSO Program will in future be eligible for Stage 2 advertisements, not Stage 1 and removes OS Inspector references.

Clause 28a, Transfers Into the GSA (new clause)

A new clause governing return transfers to the GSA, which for Officers, Senior Officers and Executive Officers will be subject to vacancies and merit selection. Firefighter ranks (referred to as "non-officers") will have a right of return provided they give 6 months notice.

This Clause, when read in conjunction with subclause 28.7 and Clauses 13 and 14, provides the rules for all transfers and/or promotions for all permanent ranks and positions.

Clause 38, Procedures Regarding Reports and Charges

This existing (and very old) Clause is widely amended to reflect and respond to changes in recent years to the disciplinary provisions of the FB Regulation and Guidelines. The intention is to contemporise the Clause so that it remains relevant and effective.

Clause 44, Area, Incidence and Duration

Recent awards have operated for 12 months only, but this Award will operate for 3 years with 2.5% increases due on 17 February 2017, 16 February 2018 and 15 February 2019 before expiring on 27 February 2020.

FBEU
10 February 2017