



**IN THE INDUSTRIAL RELATIONS COMMISSION
OF NEW SOUTH WALES**

Matter: 2024/00068961, 2024/00068970 & 2024/00068974 – Crown Employees
(Fire + Rescue NSW Retained Firefighting Staff) Award 2024 & Ors

Fire Brigade Employees Union
Notifier

Fire + Rescue NSW
Respondent

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FBEU Outline of Submissions

A. INTRODUCTION

1. The FBEU has applied for two awards setting terms and conditions of employment for permanent and retained firefighters:
 - a. the Crown Employees (Fire and Rescue NSW **Permanent** Firefighting Staff) **Award** 2024; and
 - b. the Crown Employees (Fire and Rescue NSW **Retained** Firefighting Staff) **Award** 2024.

2. The changes sought to the current awards are substantial. Each are discussed in turn below, under broad subject headings. There is some overlap between claims. Where a claim is in both awards, the rationale behind its inclusion in the retained award is the same as in the permanent award, and thus it is not re-canvassed.

3. The submissions below do not address:
 - a. the state wage fixing principles, due to the imminency of their review at the time of drafting; or
 - b. the third proposed award, being the Death and Disability Award, due to what at this time appears to be the likely prospect of reaching a consensus position.

B. WAGES

All employees - overview

4. The FBEU is seeking a wage increase of:
 - a. 17% current wage increase over three years, backdated to 26 February 2024, to partially restore the real value of firefighters' wages since the Awards were last arbitrated; and
 - b. a 3% work value increase referable to road crash rescue work.
5. The base wage claim identified above was initially 17%. However, in September 2024 the FBEU and the Secretary agreed on a backdated 3% interim increase payable in exchange for the FBEU agreeing not to organise industrial action while the remainder of the award claims are arbitrated by the Commission. It is presently proposed that the current awards will be varied at the Secretary's application to reflect this. This does not impact the figures in the FBEU's draft awards, as it will simply be absorbed.
6. Additionally, the FBEU seeks a protective clause requiring – in the event that CPI exceeds the determined wage increases – a top-up payment to be made.

Cost of living increase

7. The FBEU seeks:
 - a. a further 2% current wage increase effective 26 February 2024;
 - b. a 6% increase effective 26 February 2025; and
 - c. a 6% increase effective 26 January 2026.

8. As with any wage fixation exercise, the question of whether this is appropriate requires the Commission to undertake a broad evaluative judgement, in light of all of the surrounding facts and circumstances.
9. It is not the kind of matter where notions of the burden of proof, or questions of a persuasive onus, will be of particular assistance (noting in particular that the parties are jointly seeking to invoke the jurisdiction).¹ However, where a party seeks to invoke a particular issue – for example, an economic concept like the impact of wage increases on inflation, or a factual proposition such as the purpose and component parts of previous wage increases – the idea of an evidentiary onus remains a useful concept.²
10. There is of course a lengthy body of jurisprudence dealing with the correct approach to wage fixation, including increases to wages. The fundamental task is to ‘*arrive at an outcome which is fair in all the circumstances and which balances the interests of the parties*’;³ sometimes described as a ‘fair and reasonable’ outcome.
11. That language has a long history. Its legislative origins are found in the *Excise Tariff 1906* (Cth), which excused manufacturers of agricultural implements from paying certain duties in circumstances, *inter alia*, where their employees were engaged on conditions ‘*declared to be fair and reasonable*’. The first judicial officer engaged to determine what that meant was Higgins J, who after careful consideration concluded:

*‘I cannot think of any standard appropriate than the normal needs of the average employee, regarded as a human being living in a civilized community’.*⁴

12. Notwithstanding the *Excise Tariff* being declared unconstitutional in 1908,⁵ Higgins J maintained this manner of wage setting, and approach to ‘*fair and*

¹ See, e.g. *Re Chamber of South Australian Employers (No 2)* (1991) 43 IR 424;

² *Village Cinemas v Carter* [2007] AIRCFB 35 at [27], [40]; *TAFE NSW v Pykett* [2014] FWCFB 714 at [36].

³ *Schweppes Australia v United Voice* [2012] FWAFB 859 at [130].

⁴ *Ex Parte H. V. McKay (‘the Harvester Judgement’)* (1907) 2 CAR 1 at 3

⁵ *R v Barger; Commonwealth v McKay* (1908) 6 CLR 41

reasonable' wages in subsequent disputes, making it the cornerstone of assessment in respect of industrial disputes concerning wages.⁶ The 'automatic adjustment principle' was introduced by Powers J shortly thereafter, with the *Harvester* standard increasing by the previous quarter's inflation figures plus a margin.⁷

13. The latter, known as the 'Powers 3s', was abandoned about a decade later,⁸ but the concept of automatic 'repair' indexation survived until 1953, in favour of a broader consideration of both real wage maintenance and economic necessity.⁹ Indexation was reintroduced in the *National Wage Case 1975*,¹⁰ as part of wage fixing principles which ultimately formed the genesis of those currently adopted by the Commission. Notably, there, wages would increase by at least the prevailing inflation rate *unless good cause was shown to the contrary*.
14. The point of all this is to emphasise that the concept of '*fair and reasonable*' has, in the context of enterprise and industry level wage fixation, always had as a basal concern the question of the ongoing maintenance of a standard of living. A wage which is fair at the time it is set will cease to be so if it, through decline in real value, drops in its relative purchasing power. In the modern era, this concern, and the need to balance it against countervailing economic issues, remains paramount.
15. Accordingly, it is in that context unsurprising that the Commission has reiterated that a critical, albeit not determinative, consideration as to whether wage rates remain fair and reasonable, and what change is needed to ensure that wage rates remain so, is the effect of CPI changes on real wages; that is, the need to at the very least maintain the actual purchasing power of the relevant workers over time.¹¹

⁶ *Marine Cooks, Bakers and Butchers Association of Australia v the Commonwealth Steamship Owners Association* (1908) 2 CAR 55

⁷ *The Fairest Method of Securing the Harvester Judgement Standard to the Workers* (1921) 16 CAR 830

⁸ 37 CAR 585

⁹ *Basic Wage and Standard Hours Enquiry 1952-1953* (1953) 77 CAR 477.

¹⁰ *Reasons for Decision 30 April 1975* (1975) 30 IRB 770 at 32-35

¹¹ See, e.g. *Public Sector Salaries Case 2020* at [x]

16. The same can, or should, be said about wage growth and the importance of a share in national productivity gains. Historically, and leaving aside the disruption caused by the imposition of a mandatory wages cap, the State Commission has balanced wage restraint with a focus on sustainable wage growth.¹²
17. Here, the claim is simple. The FBEU relies on the expert report of Professor Martin O'Brien, an expert in labour economics and employment relations currently at the University of Wollongong. His report shows, in short, that real wages for firefighters declined by 7.94% from September 2020 to June 2024, taking all increases into account. The prediction by Treasury that an 0.3% increase in 2021 would preserve (indeed slightly grow) the real value of wages, accepted by the Full Bench in *Fire and Rescue NSW Firefighting Staff Awards 2021* [2021] NSWIRComm 1062 at [113]-[114] has not materialised. All increases since then cannot have contained a protective component, and have only partly repaired the subsequent damage done by the changing value of money. The increases sought now are necessary to ensure the awards are fair and reasonable by:
- a. restoring the real value of wages, eroded over time;
 - b. protecting against ongoing inflationary change; and
 - c. providing firefighters with modest real wage growth.
18. The top-up payment is an integral part of this. It ensures that the Commission's intent to *at a minimum* maintain real wage value is substantively maintained, avoiding the circumstances where – as in 2021 – the intent is ultimately frustrated by unanticipated economic movements.

Road Crash component

19. The FBEU separately contends that a further 3% increase should be granted reflecting the new prevalence of road crash rescue work, and the associated increase in the work value of firefighters.

¹² *National Wage Case – September 1983* (1983) 4 IR 429; *State Wage Case 1983* (1983) 5 IR 1

20. FRNSW undertakes several categories of rescue work including Primary Rescue, which involves many different component types of rescue, and road crash rescue. The latter makes up about 90% of the rescue work for the ordinary firefighter. The work:
- a. requires special training and the completion of a specific course, as well as ongoing skills maintenance;¹³
 - b. similarly requires the maintenance of specialist additional equipment;¹⁴
 - c. is a discrete component of the work of a firefighter, but is integrated into their day to day work to an extent that an allowance is impracticable;
 - d. requires the application of specialised skills and knowledge;
 - e. involves additional physical and psychological risk exposure; and
 - f. increases the responsive capacity of FRNSW and thus involves an ongoing productivity gain to the State of NSW.
21. Currently, only firefighters who are attached to a '*primary rescue station*' and are accredited to perform general land rescue receive a rescue allowance.¹⁵ This demonstrates that the work is not currently 'baked in' to the base firefighter rate. However, as the number of rescue calls have steadily increased since 2018,¹⁶ the reality is that the road crash rescue work is now an integral part of all firefighter work. For example, all FRNSW pumper appliances now carry RCR capability.¹⁷
22. In those circumstances, the Award rates ought to be increased to reflect this, by the amount sought.

Clause 17 (Remuneration task force) and Clause 18 (No extra claims)

23. Clause 17 and 18 are linked. By clause 17 the FBEU seeks the introduction of a Remuneration Taskforce to review the role of the modern day firefighter, for

¹³ Statement of Tim Anderson at [53]

¹⁴ Statement of Tim Anderson at [57]

¹⁵ Statement of Tim Anderson at [68]

¹⁶ Statement of Hale, [20]-[24]

¹⁷ Statement of Hale, [26].

the purpose of assessing the correct rates, relativities and classifications for the workforce.

24. The FBEU contends that the role of the modern firefighter has changed significantly since either award was last fully assessed on a work value basis, taking into account the:
 - a. qualifications required;
 - b. duties and responsibilities;
 - c. scope of work undertaken by FRNSW;
 - d. technological and scientific developments; and
 - e. changes in the environment in which the work is performed and relevant risks.
25. This would, if arbitrated, involve a case arguably more extensive than this application which in part involves to a degree attempts to patch the problem via the introduction of the RCR component. It is, in light of the IR Act's focus on bargaining and collaborative workplace relations, in the parties' and the public interest that a structured attempt to resolve this by agreement, via a collaborative process, be required.
26. It is no answer to say that this could be done voluntarily or via a dispute. The former carries with it the risk of drift or abandonment of the project. The latter creates a necessarily adversarial environment which is inimical to the achievement of the project's goals.
27. The clause does not require FRNSW to agree to anything. On one view it is a form of consultation. However, this is why the consequent amendment to the No Extra Claims clause is warranted, to allow the FBEU to pursue the matter within the life of the award. To require it to wait to the end of the term will likely disrupt the progression and resolution of bargaining processes, and is generally undesirable.

Clause 20.6 (Permanent Award) and Clause 20.5 (Retained Award) – Increase to Superannuation

28. Currently, firefighters receive the minimum 11.5% compulsory superannuation contribution (subject to a small proportion of the workforce who remain under grandfathered schemes). The FBEU seeks an increase of that rate to 15%.
29. Firefighters work in a uniquely high-risk environment, including the risk of serious illness and injury due to the nature of the work. This risk increases with age and is borne out in the prevalence of workers compensation claims within the Respondent¹⁸.
30. Due to the nature of the work and those risks, firefighters have traditionally retired younger, with the average age of retirement being 61 in 2013/14 and 63 in 2023/24¹⁹. This steady increase suggests that firefighters are continuing to work longer than previously and into ages where they are potentially at higher risk of injury and illness.
31. An increase to superannuation would recognise the inherently dangerous nature of firefighting, facilitate an earlier retirement and ensure those firefighters who are injured have access to a reasonable superannuation sum.

C. ON CALL AND ADDITIONAL HOURS

Permanent Award

Clause 32 – On call allowance

32. The FBEU seeks the inclusion of an on call allowance, applicable to persons who are either expressly rostered to be 'on call' or are otherwise required, as a function of their role, to take calls and be available to respond; that is, to hold themselves in readiness to work. Where a person is called in, they are to be paid for each incident in accordance with the overtime provisions at cl.30. Additionally, it obliges the parties to develop on-call rosters within 3 months which limit on call periods to 7 days in any 28 day period.

¹⁸ Statement of Leighton Drury [92].

¹⁹ IBID [94].

33. The clause is not industrially unusual. It has been held that, while not ‘at work’, a person who is required by their employer to be ‘on call’ has an additional obligation imposed on them: see *Warramunda Village Inc v Pryde* [2002] FCA 250 at [17] per Lee J at [43] per Finkelstein; *Suffolk County Council v Secretary of State for Environment* [1984] ICR 882 (House of Lords). The inconveniences are obvious: the employee is not free to enjoy their leisure time as they wish while on call, and if recalled are undeniably performing work. It has corresponding effects on fatigue management.
34. FRNSW expressly requires certain cohorts of employees to be on call. A particular example is the Fleet Operations Officers, who are expressly required to work to an on-call roster requiring them to be on-call for 98 hours straight (inclusive of their 48 hours of rostered work).²⁰ Canine Handlers, by way of illustration, work two-week roster blocks and are required to be on call for their off-shift hours for one week in two.²¹ Fire Investigators, Aviation Officers, and Bushfire Officers (among others) are similarly affected.
35. The use of on-call rostering, the periods for which persons are rostered on call and the amount of actual calls received have each expanded in the last five or so years.²²
36. It is in that context unusual that the current Permanent Award does not contain on-call provisions. Given that it is a feature of specific sub-roles rather than an across-workforce obligation, it is highly unlikely that it was ever contemplated by the wage rates as set. The absence of a provision dealing with this has led to increasing disputation, both about the rosters themselves and what is to be paid when call-outs occur. The inclusion of a clause dealing with on-call payments is necessary to address this obvious industrial issue.

Clause 33 – Disturbance allowance

37. Relatedly, the FBEU seeks a clause compensating for after hours disturbances. This is intended to operate where a firefighter who is not in a role which involves

²⁰ See, e.g. Statement of Matt Franklin, [18]

²¹ Statement of Gordon, [18]-[19]

²² Statement of Chetwynd, [132]-[134]

on-call rostering but nevertheless is asked and agrees to make themselves available for out of hours contact (including while on leave) by telephone.

38. The issue is in similar compass, but discrete from, the on-call allowance. It is more likely to be practically relevant to senior Award-level staff, for example Regional Duty Commanders.²³ That said, it is applicable to, and equally justifiable in respect of, all staff. It is justified on the same basis as an on-call allowance.

Clause 30 – Overtime

39. The FBEU seeks a variation of the current overtime provisions to provide for all overtime to be paid at double time, and to set a uniform minimum payment of four hours for all incidents.
40. There is currently a high level of disputation between the various types of minimum payments for different, poorly defined, recall types. Corresponding meals and allowances also differ. Standardisation will remove this issue.

Retained award

Clause 20.12.1 – Minimum payment for incidents

41. The FBEU seeks that retained firefighters required to attend an incident, hazard reduction or unit training will be entitled to receive a minimum payment of two hours. This is an increase from the current entitlement of a minimum payment of one hour.
42. For most people, work as a retained firefighter is a second part-time job in addition to their full-time Monday to Friday job, or in the case of David Tod, full-time shift work.²⁴ Retained firefighters must attend to 33% of call outs, unless the station has received more than 700 calls in the previous year, in which case, the required attendance is 20%.²⁵
43. Minimum manning levels require four firefighters to man the truck.²⁶ Generally, the first four retained firefighters who attend the station will man the truck. The

²³ Franklin at [26]-[28]; Chetwynd at [132].

²⁴ Statement of David Tod, [34].

²⁵ Statement of David Tod, [19].

²⁶ Statement of David Tod, [23].

fifth person will remain at the station.²⁷ If a firefighter does not get to the station as soon as they can, they may miss the truck.²⁸

44. If a firefighter receives a call in the middle of the night, there is a significant spike in adrenaline, as they quickly transition from their bed to driving a truck at speed with sirens on.²⁹ Once returning home upon completion of the call out, it is difficult for firefighters to return to sleep, which then exacerbates fatigue when returning to their day job the following day.³⁰
45. These types of calls cause significant disruption to firefighters' social lives, which significantly limits the activities they can engage in, including spending time with their family or friends, being able to drink alcohol, or spend time away.³¹
46. The provision of a minimum payment of two hours would recognise these significant disruptions and more adequately compensate firefighters for the disutility in attending these calls at short notice. It would also incentivise people to be available to ensure minimum manning levels on the trucks, thereby ensuring FRNSW does not pay overtime to a permanent firefighter.³² This is related to the recruitment and retention considerations that the Commission must now take into account.

Clause 20.8.4 – Increased retainer

47. Clause 20.8.4 of the Retained Award would require FRNSW to offer higher retainers to retained firefighters where a station has four consecutive weeks of more than 24 hours of overtime or relief duties performed at the station.
48. By offering retained firefighters' higher retainers, which requires them to increase their availability to attend call outs, there would be a reduction in overtime or relief duties worked at that station. This would reduce FRNSW's expenditure on overtime at retained stations and provide a clear mechanism for

²⁷ Statement of David Tod, [27].

²⁸ Statement of David Tod, [35].

²⁹ Statement of David Tod, [37].

³⁰ Statement of David Tod, [38].

³¹ Statement of David Tod, [40].

³² Statement of David Tod, [23].

retained firefighters to be offered a higher retainer.³³ The current process for offering higher retainers is ad hoc and subject to managerial discretion.³⁴ It is appropriate to rectify that.

D. OTHER ALLOWANCES

Permanent Award

Clause 21.2.8 – General Land Rescue Allowance

49. General Land Rescue (**GLR**) broadly requires firefighters attending to rescues involving road crashes, industrial and domestic issues (e.g. limbs caught in machinery), transport (e.g. planes, trains, cars, trucks etc.), lifts (e.g. rescuing people from buildings) and agricultural incidents/hazards.³⁵
50. In order to be GLR-qualified, a firefighter must complete:³⁶
 - a. all seven competencies contained in the NSW State Rescue Policy at Attachment H – General Land Rescue; and
 - b. all five competencies contained in the NSW State Rescue Policy at Attachment I – Road Crash Rescue.
51. This is conducted through the GLR courses, which are completed at the Emergency Services Academy. At this stage, eight GLR courses have been run which have been completed by approximately 128 firefighters. These have only been run since towards the end of 2022.³⁷
52. Firefighters use hydraulic tools to cut through high strength steel materials and ultrahigh strength steel. This has meant that firefighters must be trained in and understand how to use various tools, additional strategies and techniques to safely remove patients and protect themselves when operating on modern vehicles. These issues have become increasingly more complex due to the increasing manufacturing of electric vehicles (EVs), hydrogen powered vehicles

³³ Statement of Daniel Finney, [84].

³⁴ Statement of Daniel Finney, [85].

³⁵ Statement of Bruce Cameron, [10].

³⁶ Statement of Bruce Cameron, [13].

³⁷ Statement of Bruce Cameron, [16].

(HVs), hybrid (battery and petrol operated) vehicles, tools, equipment and the like.³⁸

53. Firefighters are trained in battery powered hydraulic rescue tools, which have to be constantly upgraded and changed to meet the evolving standards in the motor industry.³⁹ These are perishable skills, as new technologies come out. This means that firefighters are required to continually ensure their skills are up to date, which is an ongoing difficulty as training is more broadly focused on skills acquisition (to get new recruits in the door), as opposed to skills maintenance (skilling up existing firefighters).⁴⁰
54. These challenges have meant that firefighters are required to undertake training courses for EVs and HVs. The course for hydrogen powered vehicles is conducted through the Australasian Fire and Emergency Service Authorities Council (AFAC) and Deakin University, whilst EVs is completed through an online course developed by TAFE NSW. The courses are conducted partly online. The EV course through TAFE has been required to be undertaken by FRNSW in the last 12 months, whilst the HV course through AFAC and Deakin University has been required in the last three to four months.⁴¹
55. Whilst not required as part of the above courses, FRNSW requires the following on top of those courses:⁴²
 - a. visiting electric and hydrogen charging stations; and
 - b. undertaking pre-incident planning, where firefighters visit a green bus depot and have to work out rescue entry points, as well as neutralise and stabilise the vehicle.
56. The claim in effect is to rename the current rescue allowance as GLR and separate it from RCR. Those changes would recognise the skills and

³⁸ Statement of Bruce Cameron, [21].

³⁹ Statement of Bruce Cameron, [22].

⁴⁰ Statement of Bruce Cameron, [24].

⁴¹ Statement of Bruce Cameron, [27]-[28].

⁴² Statement of Bruce Cameron, [29].

knowledge of those who are qualified in GLR, as well as the traumatic nature of the incidents.⁴³

Broadening current allowances in clause 21.2

57. Currently, in the Permanent Award the current rescue allowance (now GLR), Hazmat, Major Aerial and Minor Aerial allowances are in effect only payable for a firefighter who has the relevant qualification and is attached to a fire station with the relevant equipment. This is sought to be varied to those allowances being true qualification allowances that will be payable to all employees who hold the qualification regardless of where they are stationed.⁴⁴
58. The current approach operates as a disincentive to firefighters to move from stations, which concentrates the skills and qualifications in the organisation. It adds significant overtime costs due to the limited pool who can cover shortages when required. It also fails to appropriately remunerate those firefighters who have taken the time to obtain the qualification and maintain those skills.
59. The amendments will address those issues and ensure the relevant employees are appropriately remunerated for their specialist skills and qualifications.

Clause 20.2.11 – In Water Rescue Allowance

60. The FBEU seeks the inclusion of an allowance to all employees who are qualified to perform In Water Rescue.
61. In Water Rescue is a component of flood rescue. It requires an intensive three day training course involving the use of various aquatic equipment and physical rescue where necessary to swim out to persons and return them to safety.⁴⁵ As flood events have increased and become an increased part of FRNSW work, the number of accredited flood stations and trained firefighters has also increased. The work involves skill and risk beyond either the ordinary work of a firefighter or General Land Rescue.⁴⁶ It is appropriately compensated by an allowance.

⁴³ Statement of Robert McGowan, [46].

⁴⁴ Statement of Leighton Drury at [108]-[117].

⁴⁵ Statement of Rob McGowan, [48]

⁴⁶ Statement of Rob McGowan, [52]

Clause 20.2.12 – Land Based Flood Rescue allowance

62. The FBEU seeks the inclusion of an allowance payable to employees who are qualified to perform Land Based Flood Rescue.
63. Land based flood rescue is, as the name suggests, the component of flood rescue which does not involve physically entering the water. It involves a 1 day training session teaching firefighters how to rescue persons from the shore. The work involves skill and risk beyond either the ordinary work of a firefighter or General Land Rescue.⁴⁷ It is appropriately compensated by an allowance.

Clause 20.2.13 – Vertical rescue allowance

64. The FBEU seeks the inclusion of an allowance payable to employees who are qualified to perform Vertical rescue.
65. Vertical rescue is any rescue performed at height or below; that is, where the person is relative to the ground. Rescue below involves the firefighter being lowered down to pull the person out, which sounds simple but in reality involves a significant amount of training and equipment to do safely and successfully.⁴⁸ Rescue at height involves the use of various climbing and pulley devices. It requires a week of training.⁴⁹
66. In particular, the work involves the use of an Arizona Vortex, which operates like a crane to lower a stretcher over the edge of a cliff. Ongoing skills maintenance is also required. The training, specialised skills and unique risks involved in that work warrant an allowance.

Clause 20.2.14 – Urban search and rescue allowance (USAR)

67. The FBEU seeks the inclusion of an allowance payable to employees who are qualified to perform Urban Search and Rescue.
68. Following the 1997 Thredbo disaster, and the combined services effort to recover sole trapped survivor Stuart Diver, FRNSW received funding for USAR

⁴⁷ Statement of Rob McGowan, [52]

⁴⁸ Statement of Rob McGowan, [59](a)

⁴⁹ Statement of Rob McGowan, [60]

training to manage similar incidents. It is now the designated Combat Agency for this work.

69. Firefighters must be trained as a Primary Rescue Operator or a Hazmat Technician, and then perform additional training to perform USAR work. The work involves different skills and higher risks that warrant an allowance.⁵⁰

Clause 21.2.15 – Trench Rescue Allowance

70. The FBEU seeks the inclusion of an allowance payable to employees who are qualified to perform Trench Rescue. This involves rescue from collapsed trenches, and requires specialist training and skill in shoring up a trench. It is one of the most dangerous forms of rescue and is not presently compensated.⁵¹

Clause 21.2.17 – Hazmat Servicing Allowance

71. The FBEU seeks the inclusion of an allowance payable to employees who are qualified to perform Hazmat Servicing.
72. In order to perform that work, a firefighter must first go through the extensive process of becoming a Hazmat Firefighter. This includes a series of learning activities, assessments and challenge testing⁵². Once passed, the person is considered to merely be a Hazmat Trainee.
73. Before a firefighter can enrol to obtain the Hazmat Technician Certification (**HTC**) they must first obtain a series of other certifications and complete the training associated with them⁵³. They must also obtain a current boat license.
74. Next, the Hazmat Trainee undertakes extensive training over 3 weeks to become a Hazmat Technician. This includes both practical and theoretical assessments, including incident examples that might involve various chemicals and equipment⁵⁴.
75. Once the HTC is obtained, in order to do the Hazmat Servicing work, the firefighter must become qualified in Hazmat Servicing and Maintenance. This

⁵⁰ Statement of Rob McGowan, [65]-[81]

⁵¹ Statement of Rod McGoawn, [83]-[88]

⁵² Statement of Adrian Sutherland [24]-[32]

⁵³ IBID [34]

⁵⁴ IBID [36]-[38].

involves individual training on each type of equipment by a representative of the supplier, which takes two days. It also involves further in house training and being certified to check fill stations by a workplace assessor⁵⁵.

76. This work involves servicing of specialised Hazmat equipment at regular schedules, maintenance of that equipment and air quality agent testing of fill stations⁵⁶. It is, on any view, highly specialised work. Having this internal capability saves the organisation the significant costs that would otherwise be incurred by having the equipment serviced and maintained externally. An allowance would appropriately recognise that saving, along with the specialised skills, the extensive training and the maintenance of those skills.

Clause 21.2.18 – Greater Sydney allowance

77. New clause 21.2.18 of the Permanent Award introduces a Greater Sydney Allowance which is payable per shift worked or when on paid leave to each employee attached to a station based position within the Greater Sydney Area of 2% of the employees' rate of pay.
78. At present, recruit firefighters almost always begin their careers at a station located in the Greater Sydney Area. This is because permanent firefighter positions in other areas, like the Central Coast, Newcastle and Wollongong, are in high demand with typical wait times on transfer lists extending to 10-15 years⁵⁷.
79. Of course, living in Sydney has a significantly higher cost of living, particularly in relation to housing. Added to that are other difficulties, including longer travel time, toll roads and difficulties using public transport for emergency shift workers. Those issues are being experienced by recruit firefighters who are comparatively low paid, given they are just starting their careers. Benjamin McGowan gives evidence about the difficulties he has faced during the early years of his career and having to live in Sydney⁵⁸.

⁵⁵ IBID at 47]-[51].

⁵⁶ IBID [39]-[42].

⁵⁷ Statement of Ben McGowan [11]-[13].

⁵⁸ Statement of Ben McGowan [14]-[26].

80. Unions NSW recently published a survey in August 2024⁵⁹ regarding cost of living pressures on essential workers in Sydney. In that report, responses from the Stronger Communities cluster of the public sector, which includes firefighters, found that 93% of respondents did not believe their salary had kept up with the cost of living, 41% were working a second job, and 35% have considered moving interstate.
81. The proposed GSA allowance will ensure firefighters are compensated for the inconvenience and cost of living and work in Sydney, compared to other areas. It will also act as a recruitment and retention tool, which would undoubtedly assist with FRNSW's significant overtime problem.

Clause 21.2.19 – Partial Structural Collapse allowance

82. The FBEU seeks the inclusion of an allowance payable to employees who are qualified to perform partial structural collapse work. This requires 4 days of training, which can either be part of the trench rescue course or as stand-alone training. Similarly to USAR work it requires the shoring up of buildings using various hydraulic tools, and the risks associated with confined space work.

Clause 20.2.20 – Large animal rescue allowance

83. The FBEU seeks the inclusion of an allowance payable to employees who are qualified to perform Large Animal Rescue.
84. Large animal rescue is what it sounds like: retrieving animals larger than the traditional cat stuck in a tree from various predicaments; for example, a cow stuck in a dam. The work is relatively new, with a specialised 4 day training course introduced in 2017 and which, interestingly, involves the use of a purpose built fake horse. It involves particular risks and skills associated with handling livestock.⁶⁰ It also requires the use of specialist equipment.

Clause 20.2.22 – Remote Piloted Aircraft System (RPAS) allowance

85. The FBEU seeks the inclusion of an allowance to all employees who are qualified to use RPAS.

⁵⁹ Statement of Ben McGowan Annexure BTM-1.

⁶⁰ Statement of Rob McGowan, [96]-[100]

86. RPAS are uncrewed aircraft or '*drones*' that are piloted remotely by an operator on the ground.⁶¹ The RPAS fleet includes a range of multi-rotor and fixed wing aircraft within the small and very small Civil Aviation Safety Australia (**CASA**) drone categories. The smallest aircraft is about 400x400mm and weighs about 2kg. The largest aircraft is about 700x700mm and weighs about 4kg.⁶²
87. RPAS is used to provide data to assist in monitoring incidents so that incident controllers can make decisions based on accurate and up-to-date information and ensure that firefighters on the ground are kept safe. The technology allows pilots to monitor and inspect buildings/structures and other firegrounds before firefighters enter the area and to continue monitoring once firefighters have entered the area.⁶³
88. Different aircraft in RPAS have different capabilities. The smallest uncrewed aircraft that is operated generally has a normal camera, zoom camera and thermal camera, and is capable of being flown indoors and outdoors. This means they can be used to gather visual information from the inside of a building via livestream, which can then be used by engineers to assess structural integrity prior to firefighters entering. This has obvious health and safety benefits for firefighters and other emergency responders.⁶⁴
89. The larger aircraft have 3D imaging, a multispectral camera, LiDAR and radar capabilities. The larger aircraft can also carry payloads, for example, airborne gas detection units, chemical sampling units, or even a loudspeaker and spotlight for rescue missions. They can also carry and deliver general goods, for example, a lifejacket to someone who is stranded on a roof in floodwater, or food, water and a radio to a lost bushwalker. They can also be used to carry aerial incendiary devices which can be dropped to start a backburn during a bushfire, in an otherwise inaccessible area.⁶⁵

⁶¹ Statement of Russel Turner, [8].

⁶² Statement of Russel Turner, [16].

⁶³ Statement of Russel, Turner, [17].

⁶⁴ Statement of Russel Turner, [18].

⁶⁵ Statement of Russel Turner, [19].

90. There are about 290 trained pilots within FRNSW, of whom about 240 are actively flying.⁶⁶ There are about five firefighters who are full-time pilots. For the remainder, it is a competency they hold and a duty that they are called on to perform as required in addition to their other duties.⁶⁷
91. On average there are about 950 RPAS operational responses by FRNSW every year across NSW. Some of those might run for an hour, but some may go for a few weeks and involve multiple pilots.⁶⁸
92. Operating the RPAS requires CASA certification and a licence. To obtain a Remote Pilot Licence (**RePI**) from CASA, pilots need to complete a (minimum) five-day course. The course is extremely technical and in-depth. The training for the RePI covers the range of matters associated with operating an aircraft safely, including:⁶⁹
- a. aerodynamics and flight, including how an aircraft flies and stays airborne, drag and lift, stalls etc;
 - b. the legal aspects of operating an aircraft;
 - c. the CASA Manual of Standards, which sets out standards and technical requirements associated with piloting aircraft;
 - d. reading maps and charts, which cover geographic information as well as information on applicable radio frequencies, hazards and airspace ownership;
 - e. risk management, which the course covers for a day, covering the various risks and hazards associated with piloting an aircraft; and
 - f. emergency procedures, for example what to do if a bird attacks the drone, what to do if you lose control of the aircraft or how to deal with a post-crash situation.

⁶⁶ Statement of Russel Turner, [21].

⁶⁷ Statement of Russel Turner, [23].

⁶⁸ Statement of Russel Turner, [22].

⁶⁹ Statement of Russel Turner, [24]-[27]

93. The course also includes obtaining an Aviation Radio Operator Certificate (**AROC**), which allows pilots to communicate with crewed aircraft. The AROC is required for pilots who fly in controlled airspaces (such as around airports). To obtain the licence, one must also successfully complete theoretical and practical assessments with CASA at the conclusion of the course.⁷⁰
94. After receiving the RePI, FRNSW also puts pilots through additional training which consists of:⁷¹
- a. an 8-hour day of training on flight management systems and platforms (i.e. the aircraft); and
 - b. a night flying session.
95. FRNSW Remote Pilots are also required to undertake a proficiency assessment every year. This is administered by FRNSW in line with the manual of operations, which is endorsed by CASA. There are also ongoing flight requirements. To maintain currency, a pilot must perform at least one flight every 90 days. This flight has to be performed at night time to permit ongoing flying at night time.⁷²
96. Before an FRNSW aircraft is permitted to take off, the pilot must put together a flight authorisation request and have that approved by their Senior Base Pilot. This is essentially a flight plan for the proposed flight.⁷³
97. There are three key reasons why an allowance should be paid:
- a. *first*, it would recognise the significant amount of training and level of skill associated with being a remote pilot;⁷⁴
 - b. *second*, remote pilots have personal responsibility in the case of an accident; and

⁷⁰ Statement of Russel Turner, [28] and [30].

⁷¹ Statement of Russel Turner, [31].

⁷² Statement of Russel Turner, [33]-[34].

⁷³ Statement of Russel Turner, [38]-[39].

⁷⁴ Statement of Russel Turner, [48].

- c. *third*, the use of aircraft brings about significant efficiencies to emergency situations, allowing oversight of an area far more quickly than could ever be done without an aircraft.⁷⁵

Clause 21.2.23 – Bushfire officer allowance

98. The FBEU seeks the inclusion of an allowance payable to all employees qualified in Develop Complex Prescribed Burns and Conduct Complex Prescribed Burns. There are 4 Bushfire Officers in FRNSW covering the entire state.⁷⁶
99. A core part of the role of a Bushfire Officer involves planning and conducting prescribed burns. A prescribed burn is the application of fire in a deliberate way to burn a particular area. It can be conducted for a variety of purposes, including to achieve a fuel reduction or an ecological outcome.⁷⁷
100. A prescribed burn is different to what is commonly called a back burn. Back burning is conducted when there is an existing fire, to remove available fuel sources from that fire. A prescribed burn, on the other hand, is conducted in the absence of an existing fire. It may be conducted to remove hazards by burning off potential bushfire fuels so that there is less fuel if in the future there is an unplanned fire in that area. A prescribed burn might also be conducted to encourage a particular type of vegetation to grow, where that species typically grows after there has been a fire.⁷⁸
101. The initial training to become a Bushfire Officer consists of completing two courses and attaining certification, namely:⁷⁹
 - a. Develop Complex Prescribed Burn Plans; and
 - b. Conduct Complex Prescribed Burns.
102. Attaining the certification for the Develop Complex Prescribed Burn Plans, involves completing a three-day training course and a period of supervision.

⁷⁵ Statement of Russel Turner, [51].

⁷⁶ Statement of Matthew Mildwater, [29].

⁷⁷ Statement of Matthew Mildwater, [8]-[9].

⁷⁸ Statement of Matthew Mildwater, [10]-[11].

⁷⁹ Statement of Matthew Midwater, [13].

The training is about what is required to develop a burn plan, which involves detailed planning of the controlled application of fire under specified environmental conditions.⁸⁰

103. Attaining the certification for the Conduct Complex Prescribed Burns, involves completing a two-day training course. It is ordinarily completed about a week after completing the initial training for Plan Complex Prescribed Burn. This training covers the operational elements of a prescribed burn, which include:⁸¹
- a. where you position resources and how resources are managed;
 - b. ignition strategy;
 - c. the command elements of a prescribed burn;
 - d. how a prescribed burn is controlled;
 - e. communications during a prescribed burn;
 - f. logistics and operations during a prescribed burn; and
 - g. obtaining any necessary permissions from landowners – for example, to land a helicopter on their land.
104. The provision of an allowance would recognise:
- a. the specialised training and skills Bushfire Officers hold;
 - b. the atypical situation whereby Bushfire Officers operationally manage and give directions to officers senior to them, and the significant autonomy and reliance placed on them;⁸² and
 - c. the long hours they work, noting that, if there is an upcoming prescribed burn, Mr Mildwater may work from 6.00am to 11.00pm in the days leading up to the burn.⁸³

⁸⁰ Statement of Matthew Mildwater, [16]-[17].

⁸¹ Statement of Matthew Mildwater, [23]-[25].

⁸² Statement of Matthew Mildwater, [39]-[41].

⁸³ Statement of Matthew Mildwater, [31].

Clause 91.8 – Station Relocation Redeployment allowance

105. By way of brief summary, the FBEU seeks the inclusion of new clauses whereby:

- a. an employee directed to work from a temporary work location or whose current work location is subject to any development will be entitled to a disturbance allowance (cl.91.8.1);
- b. in addition to the above, such an employee will receive a kilometre allowance (cl.91.8.2); and
- c. where such an employee is directed to work permanently from the new location, they will be paid a kilometre allowance for a period of 12 months (cl.91.8.3).

106. By way of example, Mohammed Haddad gives evidence in respect of the recent redevelopment of the Busby station. During that redevelopment:

- a. firefighters were relocated to Liverpool fire station;⁸⁴
- b. sleeping quarters were installed that did not have opening windows or mechanical ventilation, nor was the internal height compliance with the Building Code of Australia (**BCA**);⁸⁵
- c. a dispute was escalated to the NSWIRC in respect of the payment of a travel allowance, having regard to the Commissioner's Orders 2014/24, which proceeded to arbitration and significantly impacted team morale;⁸⁶
- d. upon inspecting Liverpool fire station, Mr Haddad and Mr Ziochos raised several safety concerns, including:⁸⁷
 - i. no guttering and flashing on the sleeping quarters structure;
 - ii. the rooms were poorly built;

⁸⁴ Statement of Mohammed Haddad, [42].

⁸⁵ Statement of Mohammed Haddad, [44] and [46]

⁸⁶ Statement of Mohammed Haddad, [50]-[54] and [84]-[92].

⁸⁷ Statement of Mohammed Haddad, [60].

- iii. there was no natural ventilation;
 - iv. the rooms were not clean;
 - v. there was a smell of sewerage;
 - vi. the shower was not working;
 - vii. the light required a sensor;
 - viii. there was building scrap including loose timber that hadn't been removed;
 - ix. in the event of a blackout, there was no means of removing the firetruck to attend an emergency; and
 - x. there were no door sensors to protect the door and appliance;
- e. the FBEU engaged an external building surveyor, which provided a report raising similar concerns as to:
- i. the absence of structural certifications by a suitably qualified structural engineer;
 - ii. the temporary amenities non-compliance with numerous BCA fire resistance, fire safety systems and access and egress requirements: and
 - iii. the temporary amenities non-compliance with various BCA health and amenity, and energy efficiency requirements;
- f. Mr Haddad's average commute was an extra 25-30 minutes to Liverpool station;⁸⁸
- g. firefighters were subsequently required to sleep in the watch room, the kitchen and the training room;⁸⁹ and

⁸⁸ Statement of Mohammed Haddad, [68].

⁸⁹ Statement of Mohammed Haddad, [78].

h. due to the concerns with amenities, amongst other things, various firefighters transferred to a different station.⁹⁰

107. A disturbance allowance would compensate firefighters for the disturbance/reduction in amenity occasioned by a temporary relocation. It would also mitigate the risk of disputation arising from the Commissioner's Orders 2014/24. This is particularly so, noting that FRNSW management who have dealt with these disputes typically have not worked at the relevant station and are less familiar with the reduction in amenities.⁹¹

108. A kilometre allowance (for those temporarily or permanently relocated) will also appropriately compensate firefighters for the disutility of having to commute longer distances to work.

Clause 92 – Certificate IV (Training and Assessment)

109. The FBEU seeks the inclusion of new clauses whereby:

a. an employee appointed to an Instructor and/or Training Staff role who already holds a Certificate IV (Training and Assessment) will have the cost of that qualification reimbursed; and

b. such an employee will be paid an allowance for holding this qualification.

110. Training of firefighters must be facilitated by at least one instructor. To become a qualified instructor, one must obtain a Certificate IV (Training & Assessment). FRNSW's requirement to obtain this qualification started in or around 2009 to align with Australian Standard of Quality Assessment (ASQA). Historically, training was delivered in-house, but the change was to ensure training was in line with international standards.⁹²

111. Unless an instructor is already Certificate IV qualified, they must obtain this qualification in their own time.⁹³ Only a firefighter who is Certificate IV qualified can deliver training and sign off on new firefighters as having completed the

⁹⁰ Statement of Mohammed Haddad, [83].

⁹¹ Statement of Mohammed Haddad, [96].

⁹² Statement of Gianluca Bertoldi, [11].

⁹³ Statement of Gianluca Bertoldi, [15].

requisite training such that they can work in the field. For those who are not Certificate IV qualified, they can only assist the instructor in running the training sessions.⁹⁴

112. The provision of an allowance or reimbursement (if already qualified) for having the Certificate IV (Training and Assessment) would recognise the significant value this qualification provides FRNSW. This is particularly so, noting the:⁹⁵
- a. extensive time it takes to become Certificate IV qualified (typically 18-24 months). On top of this, it generally takes at least four to five years for new instructors to come through the ranks by the time they spend time in the field prior to obtaining this qualification (which is required by FRNSW);⁹⁶
 - b. need to obtain the qualification outside of work hours;
 - c. requirement to constantly be up to date with emerging technologies and industry standards so this knowledge can be provided at training courses and deployed in the field;
 - d. requirement to perform a dual operational and non-operational role due to having specialist knowledge;
 - e. lack of any compensation for obtaining this qualification;
 - f. higher salary that can be earned through working additional overtime in the field and the associated difficulties with recruitment and retention (which has led to the promotional pathways program to incentivise staff to take these roles);⁹⁷
 - g. extensive time it takes to replace outgoing instructors who go back into the field. It is only when they leave that FRNSW will give approval to

⁹⁴ Statement of Gianluca Bertoldi, [14].

⁹⁵ Statement of Gianluca Bertoldi, [28].

⁹⁶ Statement of Gianluca Bertoldi, [12]-[13]; Statement of Lucas Garden, [9](a).

⁹⁷ Statement of Lucas Garden, [10].

recruit to replace them, which means it is typically vacant for 3-6 months, although one recent vacancy took 12 months to replace;⁹⁸ and

- h. positive flow on effects that would benefit FRNSW with respect to training firefighters. As noted above, many firefighters who become instructors and obtain the Certificate IV qualification subsequently return to the field, whereby their day-to-day role still requires that they train and mentor other firefighters.⁹⁹

113. Further, FRNSW's Training Action Plan has placed more of an onus on training at the fire station level by taking a '*bottom up*' approach to training. As a result, those holding a Certificate IV qualification would be a more valuable asset and assist FRNSW to achieve its Training Action Plan objectives, noting that, for example, the job descriptions of inspectors and station officers all require training and mentoring of other firefighters.¹⁰⁰

114. For these reasons, those who are Certificate IV (Training and Assessment) qualified provide significant value to the organisation and this should be recognised by way of an allowance and/or reimbursement for the cost of the qualification.

Clause 94 – Driving instructor allowance

115. The FBEU seeks that employees appointed to a role in Driver Training and Assessment will be:

- a. provided with the opportunity to obtain a Certificate IV in Heavy Vehicle Driving Instruction (cl.94.1);
- b. reimbursed if they already hold a Certificate IV in Heavy Vehicle Driving Instruction or equivalent on entry into such a position (cl.94.2); and
- c. paid a Driving Instructor Allowance for holding this qualification (cl.94.3).

⁹⁸ Statement of Gianluca Bertoldi, [12]-[13] and [24].

⁹⁹ Statement of Lucas Garden, [14].

¹⁰⁰ Statement of Lucas Garden, [17]-[19] and Annexure LG-5.

116. With respect to cl.94.1, employees in these roles fall within the Appliance Training Unit (**ATU**). The ATU provides technical training to all FRNSW operational firefighters across a vast array of different vehicles, appliances and other specialised plant equipment in the FRNSW fleet. The ATU comprises ten employees, being one team leader and nine training officers.¹⁰¹ However, the ATU is currently short-staffed and struggles to meet the training requirements of qualified firefighters, as well as training 140 (soon to increase to 200) new recruits a year.¹⁰² The recruit program takes just over 12 weeks.¹⁰³
117. Training Officers must complete a Certificate IV in Training and Assessment to sign off on firefighters as being competent.¹⁰⁴
118. The training for recruits at the ATU involves:
- a. a two-day course at the Emergency Services Academy;¹⁰⁵ and
 - b. a two-day defensive driving course in Armidale.¹⁰⁶
119. Training Officers are not qualified on all specialist appliances. Instead, the Training Officers specialise in either ladder platforms, CAFS appliances or aerial appliances, as it is too burdensome to hold expertise across the board.¹⁰⁷
120. There are only four FRNSW employees who can conduct heavy vehicle licensing assessments, which comprises medium rigid (**MR**) and heavy rigid (**HR**) licences.¹⁰⁸ Since in or around 2022, the ATU has not had enough qualified staff to conduct these assessments, which had historically been provided by the ATU.¹⁰⁹
121. Prior to 2024, the permanent recruit program included obtaining an MR licence. In 2023, FRNSW reduced the length of the recruit program by making an MR

¹⁰¹ Statement of John Parrish, [20]-[21].

¹⁰² Statement of John Parrish, [29].

¹⁰³ Statement of John Parrish, [31].

¹⁰⁴ Statement of John Parrish, [33].

¹⁰⁵ Statement of John Parrish, [35]-[36].

¹⁰⁶ Statement of John Parrish, [37].

¹⁰⁷ Statement of John Parrish, [41].

¹⁰⁸ Statement of John Parrish, [57].

¹⁰⁹ Statement of John Parrish, [62].

licence a prerequisite to the recruit program.¹¹⁰ FRNSW also pay for their staff to obtain a HR licence through an external provider. However, Mr Parrish has been working with FRNSW so that the ATU can once again provide this service in-house. Once the six ATU employees become TfNSW approved assessors, the ATU will be able resume heavy vehicle licence upgrades.¹¹¹

122. Providing employees with the opportunity to obtain the Certificate IV formalises the current arrangement already on foot to have more employees becoming approved assessors, and will:
- a. enable FRNSW to maintain its licensing capability to mitigate against the risk that licence upgrades cannot be completed elsewhere;¹¹²
 - b. ensure employees receive better training due to:
 - i. the training being conducted on FRNSW-specific vehicles tailored to operational requirements, rather than other heavy vehicles used at a driving school;¹¹³
 - ii. Training Officers having in-depth knowledge of driving errors as they apply to FRNSW-specific driving hazards and their expert knowledge of FRNSW appliances;¹¹⁴
 - c. reduce the costs associated with engaging external providers;¹¹⁵ and
 - d. increase recruitment and retention within the ATU by providing Training Officers with the opportunity for further training and career development and thereby avoiding the kinds of staff shortages currently being experienced.¹¹⁶
123. In relation to cl.94.2, an employee who already holds the Certificate IV qualification provides significant value to FRNSW, as it can take one year for

¹¹⁰ Statement of John Parrish, [59].

¹¹¹ Statement of John Parrish, [62].

¹¹² Statement of John Parrish, [63].

¹¹³ Statement of John Parrish, [76].

¹¹⁴ Statement of John Parrish, [84](c).

¹¹⁵ Statement of John Parrish, [84](d).

¹¹⁶ Statement of John Parrish, [84](e)

employees to complete this qualification after obtaining internal approvals. Hiring an employee already holding this qualification removes this time lag and reimbursement would be a useful recruitment tool, particularly noting the current staff shortages in the ATU.¹¹⁷

124. With respect to cl.94.3, the ATU has a unique skillset and the Certificate IV in Heavy Vehicle Driving Instruction is held on top of the Certificate IV in Training and Assessment (see cl.92). This is because the ATU are specialists in operating and driving the:¹¹⁸
- a. Compressed Air Foam System (**CAFS**) truck, which has an elevated work platform system and a multi-stage air compression system;
 - b. ladder platform truck, which is used for reaching fires at heights beyond those capable of being reached by the CAFS truck;
 - c. aerial trucks, which are used for large commercial fires to extend the range of water penetration. The trucks have no pumping ability and there is a normal truck that will go to the job with them and feed water into the aerial truck; and
 - d. four-wheel drive tankers, which are used off-road for bushfires.
125. By way of example, the CAFS truck requires an advanced level of troubleshooting. The CAFS truck can shut down and its in-built sensors will go off due to, for example:¹¹⁹
- a. the truck or any aerials are not in a safe position to flow water or foam;
 - b. the truck sitting on an angle and not being level; and
 - c. common circuit faults.
126. Further, if a specialised piece of firefighting equipment is required at an incident, the ATU instructors hold all the licences which are required to transport that

¹¹⁷ Statement of John Parrish, [88].

¹¹⁸ Statement of Gianluca Bertoldi, [39]-[40] – referred to as a CAP Truck.

¹¹⁹ Statement of Gianluca Bertoldi, [42].

equipment to the incident, as well as being qualified in using the equipment. Such equipment can include the TAF 20 (a large track mounted ventilation fan and water application system that is operated by remote control) and Hytrans system, which is a large high volume water pump.¹²⁰

127. As a result, they are required to make themselves available any day of the week to facilitate this. ATU instructors are always required to have their phones on them outside working hours. They are not paid an allowance for being required to standby or be on-call. ATU instructors often book FRNSW vehicles in advance knowing that they may be called out to work after hours in any given week. However, FRNSW vehicles are subject to availability and sometimes ATU instructors are unable to book a vehicle. This means they are sometimes required to use their personal vehicle if they are called out after hours.¹²¹
128. As they are required to be in a state of readiness to attend call outs after hours, ATU instructors cannot drink alcohol as they must be ready to become operational. If, for example, an ATU instructor was using a FRNSW vehicle and went out with their family after work hours, they would often need to drive in two separate vehicles so that the ATU instructor could drive straight to a fire scene without being delayed if called out.¹²²
129. Given the specialist role that the ATU plays within FRNSW, it is appropriate to provide an allowance in recognition of their unique qualification and skillset.

Clause 99 – Fire investigation allowance

130. There are only four fire investigators who cover the entire state of NSW.¹²³ These firefighters attend scenes and conduct fire investigation and analysis. To perform this work, it requires completion of an Advanced Diploma in Public Safety (Fire Investigation).¹²⁴ The FBEU seeks that these four firefighters who hold this qualification are provided with an allowance that compensates them for their unique skillset.

¹²⁰ Statement of Gianluca Bertoldi, [45].

¹²¹ Statement of Gianluca Bertoldi, [46].

¹²² Statement of Gianluca Bertoldi, [47].

¹²³ Statement of Craig Gordon, [48].

¹²⁴ Statement of Craig Gordon, [36]-[37].

131. The Advanced Diploma takes approximately four semesters of part-time study over two years. The course includes education on:¹²⁵
- a. fire investigation fundamentals and fire science methodology such as oxygen, fuel, heat and how ventilation impacts a fire;
 - b. computer modelling on where fuel packages are in a room which teaches how fuel for a fire impacts fire patterns;
 - c. fire fatalities and physiological effects such as composition of gas, its cognitive effects, and the abnormal decisions people can make due to levels of impairment;
 - d. photography so that those trained can optimise photos as evidence at fire scenes;
 - e. determination of origin and cause of mobile vehicles/property which teaches how engines work, systems in vehicles, what can cause fires in vehicles, and how to isolate back to one source of origin;
 - f. determining the origin and cause of structure fires;
 - g. electrical fires which teaches about power supplies in residential and commercial buildings, how to rule out electrical fires, and how to isolate origin and causes; and
 - h. post incident reporting, which teaches how to compile reports on the fire, how it behaved and how humans behaved to contribute to it.
132. Craig Gordon, Station Officer, is a canine handler in the Fire Investigation and Research Unit who conducts risk assessments to determine the origin and cause of the fire by deploying a canine throughout the scene who can sniff out the source of the fire.¹²⁶ The duration of each investigation can vary from one to multiple days.¹²⁷

¹²⁵ Statement of Craig Gordon, [37].

¹²⁶ Statement of Craig Gordon, [44].

¹²⁷ Statement of Craig Gordon, [50].

133. Each month, Mr Gordon is required to deliver training as a subject matter expert for the Station Officer Promotion Program, Leading Firefighter Program, and the Inspectors Promotional Program. There are two other Inspectors in the Fire Investigation and Research Unit who also deliver this training. This involves two days of theory training at the Emergency Services Academy in Orchard Hills and a one-day practical component at Londonderry.¹²⁸
134. The training covers the full range of topics from the Advanced Diploma, but in a condensed format so that Station Officers have a basic working knowledge of fire investigations. Upon completion of training, firefighters receive PUAFIR 501 Conduct Fire Investigation and Analysis Activities, which is a formal competency obtained from the National Register of Vocational Education and Training.¹²⁹
135. Fire investigators are also required each month to:¹³⁰
- a. meet with NSW police and other organisations;
 - b. deliver a two-day structural advice training to NSW Police Crime Scene investigators and the Australian Federal Police; and
 - c. deliver the training mentioned above.
136. Fire Investigators are also responsible for the Safety of Alternative and Renewable and Emerging Technology (SARET) program.
137. The inclusion of this clause would recognise the additional training, skills, expertise and risk that fire investigators have in performing their work.

Clause 105 – Fire Safety Qualification allowance

138. Those who work in fire safety are required to complete one or both of the following courses:¹³¹

¹²⁸ Statement of Craig Gordon, [46](b).

¹²⁹ Statement of Craig Gordon, [46](b).

¹³⁰ Statement of Craig Gordon, [51].

¹³¹ Statement of Steven Hayes, [24].

- a. UTS Advanced Building Regulation Course – This course goes for three days and involves UTS providing training in relation to building regulations, which, for example, was used in relation to the recent construction of the Sydney Metro. In order to obtain the certificate, staff are required to satisfactorily complete various assignments (which takes around five days). This is paid for by FRNSW and has been a requirement for the last two years; and
 - b. Council’s Investigation Course – This course goes for around one week and also requires satisfactory completion of assignments to be awarded a certificate. This broadly relates to instruments such as the environmental planning and assessment legislation, as well as the Building Code of Australia 1988. This course trains staff in relation to their legal obligations and ensures proper practice of the law so that they can furnish reports and issue orders in relation to compliance.
139. If the staff member’s role is confined to engineering, they are only required to complete the UTS course. However, if their role involves compliance, they must complete both the UTS and Council Investigation courses. There is also a separate mandatory requirement that all (around 90) staff in fire and safety complete a 6-month course in relation to psychosocial hazards.¹³²
140. These have become mandatory requirements as, for example, staff:¹³³
- a. can be required to give evidence in courts and tribunals in relation to fire safety issues in buildings and must be able to demonstrate some expertise, otherwise their views will hold no weight as they have no qualification in that field. Further, if staff do not have baseline knowledge (such as legislative requirements of installed fire safety systems in certain classes of buildings class 2-9), they have no qualification to back themselves up if there is a challenge to their report; and
 - b. have a wide array of powers under the relevant legislation, including being able to tell people to remove themselves from a building if it is non-

¹³² Statement of Steven Hayes, [25].

¹³³ Statement of Steven Hayes, [26].

compliant with fire safety requirements. Accordingly, it is important that staff are properly trained in order to carry out those inspections and execute their powers under the various legislation appropriately.

141. Self-evidently, firefighters who have completed either or both courses have a higher level of competency and overall knowledge, which provides significant work value to FRNSW as part of its role in protecting the community.

Clause 112 – Communication allowance for Trainers/Instructors

142. Employees engaged as Trainers or Instructors have the task of, amongst other things, training communications officers. Despite holding more skills than the communication operators that they train, Trainers and Instructors are not entitled to the communication allowance (cl.111) that communication operators receive.
143. The FBEU seeks to rectify this anomaly as well as ensuring that those trainers:
- a. receive the same allowance for being Certificate IV qualified (cl.92); and
 - b. may apply to undertake further studies in the Diploma of Training and Assessment (cl.93).
144. Steve Hayes, Chief Superintendent and former manager of the Operational Communications teams for five years, gives evidence that instructors and trainers are required to hold exactly the same skills as the communication operators, given they are required to train those operators to begin with.¹³⁴
145. Often, instructors attend communication centres to answer 000 calls during times of high call rates. There is no formal requirement to perform this task by FRNSW, however, instructors do this to assist the workloads of operators who are overworked during these periods and are otherwise unable to take a break.¹³⁵
146. Instructors' workloads depend on the season and the rates of calls, but it is commonplace for instructors to work a couple of hours per day during periods

¹³⁴ Statement of Steven Hayes, [32].

¹³⁵ Statement of Steven Hayes, [33].

of high call rates (e.g. where there is a major incident such as a bushfire). For example, in the 2019/20 bushfire season, instructors worked in the communication centres for the vast majority of the day. Even during regular summers, instructors assist communication operators two to three times per week to take 000 calls. This allows communication operators to take a break.¹³⁶

147. By performing this additional work, instructors put their own work on hold, which then has the effect of stockpiling their training workload and extends the training period of new operators and vacancy periods. This creates more pressure on existing operators by increasing overtime requirements, as there are not enough operators to perform the work due to the delays in training.¹³⁷
148. Instructors are required to hold a Certificate IV – Training and Assessment per cl.92, as they are the only individuals who can sign off on communication operators being competent to perform the role. In order hold the Certificate IV, they must complete a separate course so that they are competent in delivering training and assessment.¹³⁸
149. Further, access to the entitlements for a Diploma of Training and Assessment per cl.93 would encourage people to take up roles in communications as it is difficult to get people to work in communication centres due to the remuneration and location. It would create a further incentive by creating a higher qualification, as well as an opportunity for further career development.¹³⁹

Clause 21.8 – Compressed Air Foam System (CAFS) allowance

150. Typically, appliances require another appliance to pump water into it, so that water can be flowed. However, the CAFS truck is the only ‘*all in one*’ aerial appliance which does not require the assistance of another appliance, and can also can pump foam. It is a far more complex and sophisticated appliance that requires constant troubleshooting.¹⁴⁰ The FBEU, therefore, seeks an allowance

¹³⁶ Statement of Steven Hayes, [34].

¹³⁷ Statement of Steven Hayes, [35].

¹³⁸ Statement of Steven Hayes, [36].

¹³⁹ Statement of Steven Hayes, [37].

¹⁴⁰ Statement of John Parrish, [44].

to compensate those who specialise in operating CAFS trucks (both permanent and retained).

151. Not every fire station has a CAFS appliance. CAFS appliances are strategically located in different areas.¹⁴¹ Training on a CAFS appliance takes one day, which comprises:¹⁴²
 - a. a theory component that takes around three hours; and
 - b. a practical component that takes around six hours.
152. Firefighters who complete this training obtain specialist knowledge regarding the use of the appliance and foam pump, the different types of foam that can be used and the appropriate application of the foam to certain scenarios.¹⁴³
153. For example, firefighters who operate a CAFS truck must know that:¹⁴⁴
 - a. foam can suppress vapours in a fuel spillage and better prevent ignition of those vapours in comparison to water alone which would only dilute the fuel and vapours and potentially create more run-off and an environmental hazard. Foam is generally better at suppressing re-ignition of a fuel source than water alone;
 - b. there are different classes of foam (based on the density of the foam, or ratio or percentage of the foam solution to water). Class A foam solution is stored in its own separate drums and Class B foam solution is stored in a container on the appliance; and
 - c. if the percentage of foam solution to water is incorrect, this can cause significant problems. If there is too much water and the foam is too wet, this could cause the foam and other substances from the incident (for example, solvents and chemicals) to run into waterways. Contrastingly,

¹⁴¹ Statement of Scott Ford, [14].

¹⁴² Statement of Scott Ford, [18]-[20].

¹⁴³ Statement of Scott Ford, [22].

¹⁴⁴ Statement of Scott Ford, [24]-[26].

if there is not enough water and the foam is too dry, it may not be effective in suppressing or containing the hazard.

154. The training and experience of firefighters who operate CAFS appliances is unique and valuable to FRNSW, and there is significant merit in the recognition of a standalone allowance for firefighters trained in the use of these appliances.

Retained Award

Clause 21.9 – Remote Piloted Aircraft System (RPAS) allowance

155. This clause is broadly the same as that set out at cl.20.2.22 of the Permanent Award.

Clause 26.2 – Mixed station meal allowance

156. Currently, retained firefighters required to perform work at a temporary mixed fire station do not receive a meal allowance. A mixed station is one where both permanent and retained firefighters are attached to that station.¹⁴⁵
157. In the case of Turvey Park station, only permanent firefighters have access to a locker or storage facility. Permanent firefighters can use the locker to keep their personal belongings, food and other items for meal preparation.¹⁴⁶
158. Permanent firefighters generally know their shifts in advance. This allows them to plan ahead, including by bringing food that they can store and later cook when they are on shift.¹⁴⁷ Contrastingly, retained firefighters do not have access to storage facilities and are not aware of their shifts far enough in advance to bring food to the station before or sometimes even at the time of their shift.¹⁴⁸
159. When on shift, if there is no incident to attend to, retained firefighters can go to the local supermarket and purchase food to eat.¹⁴⁹ However, if there is an incident, there is no time to attend the supermarket and retained firefighters purchase takeaway food.¹⁵⁰

¹⁴⁵ Statement of Rob Healy, [11].

¹⁴⁶ Statement of Rob Healy, [13].

¹⁴⁷ Statement of Rob Healy, [14].

¹⁴⁸ Statement of Rob Healy, [15].

¹⁴⁹ Statement of Rob Healy, [19].

¹⁵⁰ Statement of Rob Healy, [20].

160. If a meal allowance was provided to retained firefighters at mixed stations, it would ensure those firefighters do have to worry about the cost of food,¹⁵¹ noting that they have nowhere to store food that they could otherwise bring to the station.

Clause 82 – Retained Officer Allowances

161. This clause provides an allowance to be paid to Retained Officers, with different amounts for Deputy Captain and Captain, in recognition of the increased requirements being placed on their selection, and in recognition of completion of the qualifications provided for in the new award.

162. This change is aimed at increasing recruitment and retention of retained employees at those ranks, and ensuring that they are remunerated fairly for the unique risks and difficulties in their role, and for their efforts in increasing their skills, knowledge and qualifications.

E. CONSULTATION AND FACILITATION

Permanent award

Clause 4 – Area incidence and duration, and clause 5 – Renegotiation

163. Clauses 4 and 5 are linked. The FBEU seeks a 3-year award, and contends that this is – subject to the ability to deal with the reserved work value claims, and the disputed matters herein being resolved –appropriate to ensure structural stability. This is bolstered by the obligation to commence negotiation in advance of the nominal expiry date.

Clause 8 - Objectives

164. The FBEU is seeking the inclusion of a clause setting out the broad objectives of the Permanent Award, principally being to work harmoniously to deliver a professional service via a motivated workforce. It can be accepted that these are likely aspirational, although they would guide the interpretation and application of the substantive clauses. The point is to address the clear intention of the IR Act as amended to direct the attention of parties to, and encourage cooperative workplace relations.

¹⁵¹ Statement of Rob Healy, [22].

Clause 10 – Consultation and clauses 12-15 – MOUs, Legislation and Reform, Technological change and Policies

165. Clause 10 retains the existing consultation clause, which was developed as part of a collaborative process between the parties. It is directed at achieving meaningful consultation, and thus avoiding or achieving the early resolution of industrial disputation. Mr Drury gives evidence that the trial has shown early signs of success,¹⁵² with a significant number of matters resolved at a site level. Mr Finney gives evidence of the success of the consultative mechanisms for retained firefighters, including various working groups¹⁵³. The only change is to entrench it as permanent in both awards, removing the reference to a trial.
166. Additionally, for the avoidance of doubt, the FBEU seeks the inclusion of specific clauses requiring consultation with the Union where:
- a. per cl.12, FRNSW enters into MOUs or interstate agreements;
 - b. per cl.13, changes are proposed arising from legislative reform;
 - c. per cl.14, technological change is proposed; and
 - d. per cl.15, policies external to the award are sought to be changed.
167. These matters would be caught by the common consultation obligations (including the less rigorous clause that the awards previously contained). As Mr Drury explains, their exclusion has in the past led to (occasionally significant) disputation and the inclusion clarifies the position in respect of FRNSW's existing obligations.
168. Clause 15 goes slightly further in that it requires agreement to be reached with the FBEU on certain policies, namely those that purport to effect the Award. It is directed at providing employees with certainty as to their employment rights and conditions, in the context of an employer who has historically consigned many important conditions of employment to questionably enforceable policy documents.

¹⁵² Statement of Drury [55]-[63].

¹⁵³ Statement of Dan Finney [10]-[52].

F. LEAVE

Permanent Award

Clause 44 – Compassionate leave

169. The FBEU proposes to increase the current entitlement to compassionate leave from two days to four days.
170. Tim Anderson gives evidence that he lost his father and was given two shifts off work. During that period, he had to organise various matters with respect to the funeral, his father's estate, financial matters, housing, as well as providing emotional support to his mother and siblings.¹⁵⁴
171. It was an extremely difficult time in respect of which Mr Anderson did not feel he had sufficient time to attend to those tasks, nor grieve the loss of his father. The provision of four days would more adequately enable firefighters to attend to these types of matters, grieve and connect with family.¹⁵⁵

Clause 51 – Special Leave for Union Activities

172. The FBEU proposes the expansion of union activities that will attract special leave, namely, interstate firefighters' union conferences, May Day and Regional Trades Hall meetings and conferences.
173. The provision of special leave for these events would:¹⁵⁶
- a. assist FBEU delegates by enhancing their ability to support fellow firefighters due to the knowledge and experience gained from attending these events;
 - b. strengthen relations between the community and firefighters and other groups of workers; and
 - c. provide a forum for workers to get together and discuss issues that are affecting them, including workplace health and safety, cost of living, social security policy, wages and conditions, and the like.

¹⁵⁴ Statement of Tim Anderson, [74].

¹⁵⁵ Statement of Tim Anderson, [74]-[75].

¹⁵⁶ Statement of Andrew Clark, [18]-[19].

Clause 52 – Military leave

174. Australian Defence Force reserves are required to undertake a minimum of 20 days' service per year. Failure to do so renders them ineligible for the \$600.00 medical allowance and they must explain to their Commanding Officer why they did not meet the minimum service requirement. Service with the Reserves consists of compulsory parades, military exercises, training courses, and tasking (being deployed to complete a particular task).¹⁵⁷ Typically, reservists complete more than 20 days' service per year, however, they still only earn around \$5,000.00-\$6,000.00 per year for that work.¹⁵⁸
175. Reservists are also required to complete:¹⁵⁹
- a. a fitness assessment once per year;
 - b. a medical assessment once every five years, unless one has a medical condition that requires frequent monitoring; and
 - c. compulsory training, which may occur over a weekend or several weeks.
176. The In-Orders 2008/12 currently provide for an entitlement to military leave. The proposed clause restates those orders.¹⁶⁰
177. Standing Orders are less well known than award entitlements, given that firefighters and FRNSW management rarely reference these orders. Years ago, FRNSW provided email updates advising what had changed in the standing orders, however, this practice has stopped.¹⁶¹
178. The provision of military leave will:
- a. ensure that reservists can meet their minimum service obligations with no financial detriment;¹⁶²

¹⁵⁷ Statement of Adrian Rowatt, [13]-[14]

¹⁵⁸ Statement of Adrian Rowatt, [23].

¹⁵⁹ Statement of Adrian Rowatt, [17]-[18]

¹⁶⁰ Statement of Adrian Rowatt, [27]-[29] and Annexure AR-3.

¹⁶¹ Statement of Adrian Rowatt, [30].

¹⁶² Statement of Adrian Rowatt, [35].

- b. contribute to a culture of respect and support towards military personnel, noting the stresses placed on reservists and their families;¹⁶³
- c. preserve the tradition of military service within FRNSW, noting that FRNSW is a paramilitary organisation;¹⁶⁴
- d. provide a clearly enforceable entitlement and ensure employees are aware of their military leave entitlement;¹⁶⁵ and
- e. provide parity with retained firefighters who already have an entitlement under the 2023 Retained Award.¹⁶⁶

Clause 53 – Councillor’s leave

179. The FBEU seeks the inclusion of a new clause 48, which would permit employees who are elected to Local Government as Councillors to be granted paid leave for attendance at meetings, conferences and other activities associated with their duties as a Councillor.

180. The reasons for its inclusion are three-fold.

181. *First*, having FRNSW employees who are elected as Councillors is beneficial to both FRNSW and the broader community at large. Being a FRNSW employee and Councillor has provided Giacomo Arnott with a unique perspective and opportunity to ensure decisions are being made in a way that advances the interests of fire safety and community protection.¹⁶⁷

182. By way of example, in several recent Hunter Planning Panel decisions, Mr Arnott recommended conditions of consent which required FRNSW to agree to the fire safety measures proposed for several large battery facilities. This has undoubtedly led to improved community safety and increased resilience of that asset.¹⁶⁸

¹⁶³ Statement of Adrian Rowatt, [38].

¹⁶⁴ Statement of Adrian Rowatt, [39].

¹⁶⁵ Statement of Adrian Rowatt, [41].

¹⁶⁶ Statement of Adrian Rowatt, [49](d).

¹⁶⁷ Statement of Giacomo Arnott, [18].

¹⁶⁸ Statement of Giacomo Arnott, [19].

183. *Second*, s.234(1)(d) of the Local Government Act (NSW) provides that one of the few ways that a Councillor can be removed from their role is if they miss three consecutive ordinary meetings of the Council. Failure to confer this leave would be detrimental to FRNSW. It would likely lead to firefighters being removed from their roles as Councillors arising from their inability to attend ordinary meetings. As a result, firefighters would be unable to continue advocating for improved fire safety and community protection, as key decision-makers in their local communities. It would also disincentivise firefighters from becoming Councillors and advocating on behalf of FRNSW in its best interests.
184. *Third*, there is already a FRNSW In-Order titled '*Councillor's Leave*' which forms part of In-Orders 1996/20. The In-Order broadly provides the same entitlements sought in cl.48, namely:¹⁶⁹
- a. for 19 hours of paid leave in the first 12 months of service as a Councillor or in any period of 12 months;
 - b. 38 hours in any period of two years as a Councillor; or
 - c. 7.6 hours for each completed year of service as a Councillor, less the total of Councillor's leave taken during service, whichever is greater.
185. FRNSW management have indicated that Councillor's leave is only available to permanent firefighters.¹⁷⁰ Irrespective of whether a firefighter is permanent or retained, there are clear benefits to FRNSW and the broader local communities through the provision of Councillor's leave. There is merit to including this claim within the Retained Award such that it is both enforceable and ameliorates the notion of a two-tiered workforce.

Clause 54 – Therapeutic medical donation leave

186. This clause includes the provision of blood donation leave and bone marrow donation leave.

¹⁶⁹ Statement of Giacomo Arnott, [20] and Annexure GA-1.

¹⁷⁰ Statement of Giacomo Arnott, [21].

187. The claim for bone marrow leave is derived from current FRNSW Standing Orders.¹⁷¹ The inclusion of this leave in the Permanent Award would provide an enforceable entitlement and ensure that firefighters are aware of this entitlement, noting that standing orders are less well known. Similarly, blood donation has a positive impact on the community and will continue to strengthen the ties between local communities and FRNSW.

Clause 55 – Union leave

188. Broadly, this clause permits an employee to be granted a leave of absence without pay during any period that they occupy a full-time office of the FBEU and, upon vacating office, to resume duty with FRNSW. The clause also contemplates arrangements between the FBEU and FRNSW regarding the accrual of leave and payment of superannuation, amongst other things.

189. Union leave is vital in permitting firefighters to stand for elected positions within the FBEU that require a full-time secondment. Under the FBEU's rules, members are required to maintain their status as firefighters to be eligible to hold office. Further, given the term of elected officeholders at the FBEU is three years, anyone elected to the role of State Secretary must be able to return to their firefighter position if they are not subsequently re-elected.¹⁷²

Clause 56 – Jury duty leave

190. This clause permits FRNSW employees that have been called for jury duty to be released without loss of pay for the period of jury duty. The clause otherwise contains a process for applying that leave, including absences for only part of a shift.

191. The claim has merit as it ensures that firefighters are no worse off when serving their communities when called for jury duty.

Clause 57 (Permanent Award) and Clause 51 (Retained Award) – Pressing Necessity leave

192. This is a new type of leave which would provide for a leave of absence of up 4 days on full pay at the discretion of FRNSW. The intention of the clause is to

¹⁷¹ Statement of Leighton Drury, [147] and Annexure LD-6.

¹⁷² Statement of Leighton Drury, [129].

provide an entitlement for employees to request leave in particular unique circumstances that are not covered by other leave types. For example, a pandemic with associated lockdowns.

193. This leave type is entirely at FRNSW's discretion and for that reason is cost neutral.

Clause 58 (Permanent Award) and clause 52 (Retained Award) – Cultural and Ceremonial Leave

194. This new form of paid leave will allow employees leave to observe days of religious or cultural significance by accessing their own accrued leave for example long service leave, consolidated leave or some other leave type. It would in effect create a mechanism to formally access these leave types for important cultural or ceremonial reasons. It also provides for employees who are Aboriginal or Torres Strait Islanders to access additional paid special leave to attend NAIDOC events subject to the discretion of FRNSW.

195. The inclusion of this claim has obvious merit in terms of recognising and encouraging diversity, promoting inclusion and would be at a minimal if any cost to FRNSW.¹⁷³

Clause 59 – Study leave

196. This clause permits employees to be granted study for courses approved by FRNSW.

197. By way of example, Stewart Adams, Station Officer, commenced a Bachelor of Arts and Science majoring in chemistry and writing at UNE in 2015.¹⁷⁴

198. To attend the course, Mr Adams needed to take time off work for the eight hours of travel to Armidale and back for on-campus sessions. While Mr Adams would attempt to swap shifts, this would not always cover the time he needed off.¹⁷⁵ When Mr Adams was able to swap shifts, he crammed shifts in before or after

¹⁷³ Statement of Drury [137]-[140].

¹⁷⁴ Statement of Stewart Adams, [8].

¹⁷⁵ Statement of Stewart Adams, [10].

his on-campus sessions and would not have enough time to properly rest between shifts.¹⁷⁶

199. In or around April 2022, Mr Adams located a FRNSW policy dealing with study leave on the intranet, which he was previously not aware of. The policy permitted firefighters to apply for half of the overall hours of work required for a course as study leave (i.e. if the course work was 100 hours, he was entitled to apply for 50 hours of study leave).¹⁷⁷ As part of his science degree, Mr Adams completed various chemistry subjects related to his work, particularly with respect to Hazmat rescue. These studies enabled him to better understand the risks associated with chemical spills which he encounters at work, as well as how various materials react in fires.¹⁷⁸
200. Mr Adams successfully applied for study leave in respect of two shifts in April 2022.¹⁷⁹ However, when he applied for further study leave in August 2022, FRNSW refused his study leave application, which ultimately led to a dispute in the NSWIRC. Since that time, Mr Adams has searched for the policy on the FRNSW intranet and has been unable locate it.¹⁸⁰
201. Similarly, John Casey (Station Officer), commenced a Bachelor of Security Studies at Macquarie University in 2018 and was required to complete subjects relevant to his work as a firefighter, including crisis management and disaster relief, terrorism and counterterrorism and strategy and security in the Indo-Pacific.¹⁸¹
202. Mr Casey also became aware of the policy and applied for study leave for eight semesters, however, it was only approved for two semesters. Notwithstanding FRNSW's assertions that the policy did not apply to firefighters, the relevant application form included tick boxes for permanent and retained firefighters, as well as tick boxes for reimbursement.¹⁸²

¹⁷⁶ Statement of Stewart Adams, [11].

¹⁷⁷ Statement of Stewart Adams, [12]-[14].

¹⁷⁸ Statement of Stewart Adams, [15]-[18].

¹⁷⁹ Statement of Stewart Adams, [20]-[22] and Annexure SA-2.

¹⁸⁰ Statement of Stewart Adams, [23]-[26] and Annexure SA-3.

¹⁸¹ Statement of John Casey, [10]-[12].

¹⁸² Statement of John Casey, [13]-[18] and Annexures JC-3 to JC-5.

203. The inclusion of an entitlement to study leave would be beneficial to firefighters and FRNSW as it would:
- a. reduce the prospect of disputation by having a clearly enforceable entitlement;
 - b. reduce disharmony between those applying for study leave and FRNSW, noting FRNSW's surreptitious deletion of the study leave policy is likely to have undermined trust and confidence; and
 - c. enable firefighters to have a greater understanding of subject matter relevant to their work, whilst providing financial security during periods of study.

Clause 60 – ANZAC Day leave

204. This clause confers an employee who is a current or former service person to be granted leave of absence when participating in an ANZAC Day march or service without loss of pay. Currently, In-Orders 2024/05 which were issued on 13 March 2024 provide for an entitlement to leave, which is not deducted from leave credits.¹⁸³
205. The provision of ANZAC Day leave has significant merit as:
- a. ANZAC Day is an important day to commemorate the service of veterans who have made significant sacrifices, and holds significant historical and cultural significance in Australia;¹⁸⁴
 - b. it would provide a clearly enforceable entitlement and ensure employees are aware of their Anzac Day leave entitlement;¹⁸⁵ and
 - c. expand the leave entitlement to those who march at the Newcastle ANZAC Day parade, march with their Reserves contingent, or attend their local dawn service.¹⁸⁶

¹⁸³ Statement of Adrian Rowatt, [42] and Annexure AR-4.

¹⁸⁴ Statement of Adrian Rowatt, [47-[48].

¹⁸⁵ Statement of Adrian Rowatt, [49](a)-(b).

¹⁸⁶ Statement of Adrian Rowatt, [49](c).

Clause 61 – Leave for official FRNSW events

206. The union and its members have recently had some difficulty with employees being released from duty to attend important events like graduation or award ceremonies¹⁸⁷. This leave type would ensure that firefighters can actually participate in these important events.

G. OTHER CLAIMS

Permanent Award

Clause 3.5 – Deletion

207. Clause 3.5 of the current Permanent Award excludes Executive Officers from the application of various clauses including overtime rates and transfer notice obligations. Executive Officers are Chief Superintendents and Superintendents.

208. Although these officers are relatively senior, and are paid a salary, this does not compensate them adequately (or at all) for the increasing demands on their time. Rod Chetwynd and Steve Hirst give evidence of the particular pressures of their role, and the equal applicability of the matters contained in these clauses to them. The FBEU contends that their exclusion from these clauses is no longer warranted, if it ever was.

Clause 21.6 – Licence Reimbursement

209. Proposed new 21.6 would entitle firefighters who obtain a Heavy Rigid license and use same in the course of their work to reimbursement for the costs of obtaining it. It is self-explanatory compensation for the cost of acquiring a work-related qualification.

Clause 21.7 – Childcare reimbursement

210. Proposed new clause 21.7 would require FRNSW to reimburse firefighters who, as a result of being recalled to work overtime or otherwise required to work outside of their normal hours, incur childcare costs. It is directed at:

- a. encouraging the maintenance of appropriate staffing levels; and
- b. removing a barrier to entry or retention for female firefighters.

¹⁸⁷ Statement of Drury [141]-[145].

Clause 26 – Travelling compensation

211. Clause 26, and correspondingly Items 1 and 11 of Table 2, has been amended to:
- a. increase the kilometre rate payable; and
 - b. more substantively, at 26.7 address an issue arising where an employee is required to travel that has caused ongoing disputation about travel cost reimbursement.
212. The current Permanent Award at 20.7 provides that an employee is entitled to the option of using public transport or reimbursement for the use of their private vehicle, except where an official vehicle is provided. Per cl.20.7.1.2, where public transport was '*reasonably available*' but the employee uses their car, they are only to be reimbursed to the cost of public transport. Similarly, albeit confusingly, cl.20.7.1.3 provides that where the employee elects to use their car, they will be reimbursed at the lesser of the 'specified journey rate' or public transport cost. Per cl.20.7.1.7, where public transport is *not* reasonably available the employee is to be reimbursed at the '*official business rate*' for their use of their car.
213. As well as structurally making little sense, the clause quite predictably causes ongoing disputation about whether '*public transport was reasonably available*'. Views on this differ; as Tim Anderson explains the interpretation that FRNSW takes does not always involve considerations of practicality or efficiency.¹⁸⁸ It is rarely if ever practicable for a firefighter traveling for work – which is usually occurring when they are performing country relief – to catch public transport.
214. The FBEU's revisions simplify matters by requiring FRNSW to pay the official business rate when employees who are required to undergo non-standard travel and take their own car, unless an official vehicle is provided. The lower journey rate is payable if an official vehicle is available but the employee elects to take their own car. Where agreed, public transport remains an option. This

¹⁸⁸ Statement of Tim Anderson [37]-[45]

ensures firefighters are appropriately and fairly reimbursed for the cost and inconvenience of travel.

Clauses 34.6.3 and 34.6.10 – Intrastate, Interstate and International deployments

215. Firefighters employed by FRNSW can be deployed across Australia and overseas to deal with a range of natural disasters and emergencies. Some recent examples include the:¹⁸⁹

- a. Japanese earthquake and tsunami in 2011;
- b. Christchurch earthquake in 2011;
- c. Queensland floods in 2012;
- d. Tropical Cyclone Pam in Vanuatu in 2015; and
- e. Turkey-Syria earthquake in 2023.

216. Different emergencies affect local communities in different ways. For example, a fire in a regional area might not in all cases destroy buildings across a region or displace an entire community. In this case, firefighters might be able to stay in pre-existing accommodation, like a hotel.¹⁹⁰

217. However, in a larger scale emergency or disaster, for example a large flood, there might be numerous members of the local community who have lost their houses, and alternate accommodation such as hotels might also be destroyed or inaccessible. For these types of deployments, firefighters ordinarily sleep in temporary accommodation. For example, Russel Turner gives evidence that, in the Queensland floods in 2012, about 200 emergency responders, including firefighters, slept on the floor of a basketball stadium.¹⁹¹ Similarly, during a separate deployments to Mackay and Port Macquarie, Michael Nairn slept in a basketball stadium, which had extremely limited access to toilets and showers,

¹⁸⁹ Statement of Russel Turner, [55].

¹⁹⁰ Statement of Russel Turner, [57].

¹⁹¹ Statement of Russel Turner, [58]-[59].

or general privacy.¹⁹² The difficulty sleeping in these conditions significantly exacerbates fatigue.¹⁹³

218. Firefighters also often stay in tents, and bring their own food, water and supplies so that they do not burden the community. For example, during the Japanese Tsunami Response and Vanuatu Cyclone response, firefighters stayed in tents, ate from ration packs and used makeshift showers and toilets.¹⁹⁴
219. Whilst there is a deployment allowance available for international deployments, there is no equivalent allowance for intrastate or interstate deployments where firefighters are exposed to very similar, if not the same, harsh environments. The FBEU's claim would rectify this anomaly.
220. Similarly, those who become members of the Disaster Assistance Response Team are required train domestically and overseas in the same conditions as if they were on deployment. This means training in the same austere environment firefighters would otherwise be deployed in, including sleeping in tents, eating from ration packs and using makeshift showers. Some training deployments may take 36-48 hours whereas others might be longer.¹⁹⁵
221. The FBEU's claim would ensure that all activities, including training, would attract the entitlements under cl.34.

Clause 35 – Rest and recline

222. The FBEU seeks that:

- a. employees on duty between the hours of 10.00pm and 6.00am shall be permitted to sleep where there is no emergency response work to be done, and that employees will not be unnecessarily disturbed during these hours; and
- b. FRNSW will provide a bed and mattress for each firefighter on duty to allow them to rest and recline during these hours.

¹⁹² Statement of Michael Nairn, [11]-[20] and [21]-[27].

¹⁹³ Statement of Michael Nairn, [28]-[35].

¹⁹⁴ Statement of Russel Turner, [60].

¹⁹⁵ Statement of Russel Turner, [70].

223. The current Standing Orders broadly permit firefighters to sleep while on night shift between the hours of 2200 and 0600. However, those Standing Orders described sleeping while on night shift as a '*concession which may be revoked by the Commissioner at any time*'.¹⁹⁶
224. Given the significantly detrimental health impacts of disturbed sleep and shift work, the proposed amendment encourages the health and wellbeing of firefighters by facilitating rest outside of the needs of operational emergency response during evening hours and provides certainty as to the existence of the entitlement.¹⁹⁷

Clause 63.9 – Senior Firefighter to Station Officer Promotional Pathway

225. This clause outlines the eligibility requirements, pre-qualifying assessments and promotional pathways available to employees seeking to attain the rank of Station Officer.
226. Rod Chetwynd, Acting Area Commander Region North 1, has been heavily involved in the consultation process to develop the new promotion and progression systems which has in part been included in the proposed Award. This was an outstanding issue from the current Award which required consultation, design and implementation. It now needs to be included in the Award to ensure employees have clarity on promotion and progression processes.¹⁹⁸
227. FRNSW has begun to implement the progression and promotion system for Senior Firefighter to Station Officer, and the provisions contained in the proposed Award at clause 63.9 reflect the agreement contained in the Senior Firefighter to Station Officer Promotional Pathway Process – 2024.¹⁹⁹
228. Consultation is currently still ongoing for the next stage of this process being the Station Officer to Inspector pathway. This is still blank in the proposed Award, as a final concluded position as not been reached. However, it is likely

¹⁹⁶ Statement of Leighton Drury, [160]-[161] and Annexure LD-7.

¹⁹⁷ Statement of Leighton Drury, [163].

¹⁹⁸ Statement of Rod Chetwynd, [139].

¹⁹⁹ Statement of Rod Chetwynd, [140] and Annexure RCG-4.

that FRNSW and the FBEU will agree to this prior to the conclusion of these proceedings and will be in a position to provide a draft clause for 63.10.²⁰⁰

Clause 77 – Merit selection process disputes panel

229. Unfortunately, almost all merit selection processes have resulted in some dispute or disgruntlement, with the most consistent reasons being how merit is assessed, and the application of merit. Some of these disputes have ended up in the NSWIRC.²⁰¹
230. As a result, the FBEU has proposed the establishment of a panel to review and assess all disputes from unsuccessful candidates for any merit selection process applying to employees covered under the Permanent Award. It also includes a right of appeal with respect to non-selection, as well as the provision of feedback.
231. Previously, there was a government related Employee Appeals Tribunal which provided an avenue to appeal public sector merit selection appointments based on an error in process and the incorrect application of merit. However, as that panel no longer exists, the only review mechanism available is to escalate disputes to the NSWIRC.²⁰²
232. The inclusion of this clause would go a significant way to addressing and resolving these issues, allowing merit selection to proceed more smoothly. Including a union representative on the panel would also give employees more confidence in the process.²⁰³ This will likely reduce disputation in the NSWIRC and enable the parties to resolve issues at the local level.

Clause 78 – Health and safety in the workplace

233. Clause 78 is divided into four parts. By way of brief summary, it requires:
- a. the parties to acknowledge the unique industry in which firefighters work and its inherently dangerous nature. In recognition of this, the parties

²⁰⁰ Statement of Rod Chetwynd, [141].

²⁰¹ Statement of Rod Chetwynd, [132]-[133].

²⁰² Statement of Rod Chetwynd, [135]-[136].

²⁰³ Statement of Rod Chetwynd, [138].

would agree to work cooperatively to, as much as practicable, achieve a safe working environment (cl.78.1);

- b. FRNSW to provide HSRs with access to, at a minimum, computers, email, telephones, notice boards and meeting rooms (cl.78.2.2);
- c. HSRs will be trained by FBEU approved training organisations (cl.78.2.3) and will be permitted to attend FBEU training courses (cl.78.2.4);
- d. FRNSW will make provisions for, and encourage, the reporting of work health and safety issues by all workers, including near miss incidents and exposures (cl.78.3) and
- e. the parties to implement a WHS Communication Consultation and Engagement Policy within six months of certification via a joint work group of FBEU and FRNSW representatives (cl.78.4).

234. With respect to cl.78.1, it seems inherently unlikely that there is any dispute that firefighters work in a dangerous industry, and the achievement of a safe working environment is in the interests of all parties.

235. Regarding cl.78.2.2, in his capacity as an HSR, Rhett Russell, regularly makes use of computers, email, telephones, notice boards and meeting rooms.²⁰⁴ If Mr Russel requires further details, he will request that firefighters send him an email. Most firefighters who have a WHS issue will contact him by phone and approximately 60% of these calls occur outside of work hours.²⁰⁵ Notice boards are helpful because the details of the HSR can be put up on the notice board. They can also be used to advertise updates to WHS policies and procedures and other documents.²⁰⁶

236. In relation to cl.78.2.3, the reason for seeking HSR training that is conducted by an FBEU approved training organisation is to avoid potential conflicts of interest that have arisen out of the FRNSW's course that is conducted by management internally. FRNSW runs a 5-day course, however, numerous

²⁰⁴ Statement of Rhett Russel, [43].

²⁰⁵ Statement of Rhett Russel, [44].

²⁰⁶ Statement of Rhett Russel, [45].

firefighters who have attended that course have indicated that FRNSW errs on the conservative side of HSR rights. For example, in relation to issuing a PIN, Corey Nisbett from FRNSW advised HSRs that they '*could be sued and need to be careful*' and that it is a '*last resort*'. By having an external third-party organisation run the HSR course, this will assist in avoiding any potential conflicts of interest by ensuring HSRs are fully informed of their rights without any agenda.²⁰⁷

237. With respect to cl.78.2.4, the purpose of seeking that HSRs be permitted to attend union training courses is to ensure that firefighters receive training that has relevant content tailored to their experience and is industry specific. This is training that is not provided when attending a more generic course about the rights and obligations of HSRs under the WHS laws by an external third-party.²⁰⁸
238. In relation to cl.78.3, there is a current system for reporting injuries and near misses, being the Notification of Injury, Illness, Exposure or Near Miss (**NIEMS**) system. The NIEMS system is not well understood or regularly used. More than half of firefighters Mr Russel has spoken to are not aware that it can be used to record injuries at work.²⁰⁹
239. Records are kept for near misses/exposures. However, there is no register or other database that keeps track or documents WHS issues at FRNSW. For example, there is no register or database that keeps a record of things such as, equipment failure, truck failure or incidents at fire stations.²¹⁰
240. This means there is a lot of doubling up of WHS issues. For example, on numerous occasions, Mr Russel has become aware that a truck had a fault in his zone. He was able to escalate it to management by saying the truck had an issue and it needed to be fixed. However, because there is no register or database of incidents that allows for pooling knowledge, when the same (or a very similar) issue comes up with a truck from another zone outside his area,

²⁰⁷ Statement of Rhett Russel, [47]-[49]

²⁰⁸ Statement of Rhett Russel, [52].

²⁰⁹ Statement of Rhett Russel, [54]-[55].

²¹⁰ Statement of Rhett Russel, [57].

the whole process takes place again months later. If there was a register, this issue could be identified earlier and communicated across FRNSW.²¹¹

241. Mr Russel receives calls on a weekly basis about trucks not working. When a spare truck is used, it is typically 20-25 years old and is not configured in the same way as current trucks, which means firefighters are required to choose the most critical gear to be fitted on the spare truck and leave behind other critical equipment that may be needed. There is no way of recording these types of incidents. If there was, there could be knowledge sharing to try and avoid these issues in the future as noted above.²¹²
242. These are significant issues, and a register would likely go a long way to redressing FRNSW's poor record keeping.²¹³
243. The purpose of seeking a WHS Communication Consultation and Engagement Policy set out at clause 78.4 is to ensure that the matters contained in clauses 78.1-78.3 are regulated by a policy and that there is consultation in relation to each of these matters.²¹⁴

Clause 79 – Rehabilitation and hygiene units

244. This clause would require FRNSW to implement rehabilitation/hygiene units to contribute to a safe system of work, which would be staffed by a minimum of two station-based firefighters. The equipment would include an agreed appliance, one tent, six cooling chairs and one misting fan. Similar facilities exist in the ACT.²¹⁵
245. Rehabilitation/hygiene units would be set up on or nearby fire grounds or incidents sites, to allow firefighters to recover through the provision of water, cooling chairs (which cool a firefighter's body temperature through immersion of their arms into cold water), misting fans etc., as well as providing hygiene items, portable toilet and shower facilities, and spare clothing. These would be

²¹¹ Statement Rhett Russel, [58].

²¹² Statement of Rhett Russel, [59]-[60].

²¹³ Statement of Rhett Russel, [63].

²¹⁴ Statement of Rhett Russel, [64].

²¹⁵ Statement of Nathan Napper, [35].

portable units or 'pods' that can be transported via truck that have both functions of rehabilitation (e.g. cooling down) and decontamination.²¹⁶

246. These facilities would allow firefighters to decontaminate as soon as possible prior to heading back to the station. This would:²¹⁷
- a. reduce exposure to toxic chemicals and materials;
 - b. prevent toxic chemicals and materials from contaminating fire trucks or fire stations; and
 - c. prevent toxic chemicals and materials from contaminating other sites, including firefighters' homes.
247. Generally, firefighters are unable to clean themselves or to change into clean clothes until they arrive back to the station because there are no facilities available except at the fire station, although not all fire stations have appropriate facilities.²¹⁸ In this respect, NSW is behind other jurisdictions. In Victoria and the ACT, firefighters are provided with special cleaning wipes. These wipes are similar to baby wipes, but they are formulated specifically to clean hazardous chemicals. FRNSW ran a trial for specialised wipes from June to August 2024, but this was subsequently defunded.²¹⁹
248. Although the protective and HAZMAT equipment that firefighters use protects them from the majority of toxic chemicals, this equipment does not offer complete protection, as some contaminants can still penetrate that equipment. By having the shower pods and a clean uniform available on scene, firefighters will be able to wash away any contaminants much sooner. One of the current alternatives is to use skin wipes to remove contaminants, however, it is difficult to wipe sensitive areas at the fire ground. Similarly, providing clean clothes and uniforms will reduce exposure to toxic chemicals.²²⁰

²¹⁶ Statement of Nathan Napper, [27].

²¹⁷ Statement of Nathan Napper, [28].

²¹⁸ Statement of Nathan Napper, [28].

²¹⁹ Statement of Nathan Napper, [30]-[31].

²²⁰ Statement of Nathan Napper, [32]-[34].

249. Rehabilitation/hygiene facilities would significantly reduce toxic chemical exposure and improve health outcomes as firefighters could clean themselves more quickly, meaning less exposure time, and chemicals would not be brought onto trucks, fire stations or homes, where firefighters and their families could be further exposed.²²¹

Clause 80 – Health of employees

250. This clause would expand the current list of recognised occupational cancers that affect firefighters.

251. It is uncontroversial that firefighters are exposed to a range of cancers arising out of the inherently dangerous nature of that work. The problem is, however, as research continues to advance, more cancers are being identified as impacting firefighters.

252. Various research shows that firefighters exposed to toxic chemicals have increased rates of a multitude of cancers, heart conditions, dementia, and reproductive issues (including lower sperm count and increased deformities in children), Motor Neuron Disease, Parkinson’s Disease, and many other illnesses. There is also research that suggest that children of firefighters have an increased risk of cancer at a rate of 27 times higher than the general population.²²²

253. At the moment, Schedule 4 of the **Workers Compensation Act 1987** (NSW) lists eight ‘*firefighters’ diseases*’ and a ‘*qualifying service period*’, that is, how long a firefighter needs to serve prior to being diagnosed with a ‘*firefighter’s disease*’. Depending on the disease, the qualifying service period ranges from 5 to 25 years.²²³

254. If FRNSW supports the FBEU’s presumptive legislation this will allow an expansion to the ‘*firefighters’ diseases*’ based on the best evidence currently available. It will also assist to make further changes as new evidence emerges, which is vital given the changing environment and dangers that firefighters face.

²²¹ Statement of Nathan Napper, [36].

²²² Statement of Nathan Napper, [22]-[23].

²²³ Statement of Nathan Napper, [42].

For example, lithium battery fires are producing smoke that is more toxic than other fires, such as, for example, general house fires.²²⁴

255. Updating the list of cancers, and other possible diseases in the *Workers Compensation Act* will mean that firefighters can make a workers compensation claim and obtain financial support.²²⁵ To that end, Mr Napper gives evidence that he is aware of several firefighters who are currently undergoing treatment for cancer. They are not covered by the current list in Schedule 4 of the *Workers Compensation Act*, but would be covered under the new list proposed by the FBEU. This leaves them in limbo, not covered by workers compensation, using up their sick leave, and worried about their finances and medical bills.²²⁶
256. It will also assist in removing the current stigma around reporting health issues. There is a concerning culture within FRNSW whereby firefighters are reluctant to raise health issues with FRNSW out of fear of losing their jobs. The failure to report these health issues means they can go untreated and become significantly worse.²²⁷

Clause 81 – Registry of attended calls and exposures

257. In short, this clause requires FRNSW to maintain a register of employees' exposure to any hazardous materials, chemicals or other hazards.
258. The current legislative and health investigation mechanisms (Schedule 4 of the *Workers Compensation Act*) adopts years of service as a tool for measuring an employee's exposure to hazardous materials and chemicals. However, actual exposure rates are different depending on where firefighters serve as different stations have different call rates. Some firefighters are exposed to toxic chemicals far more often than others. However, data is not collected for the number of times firefighters or appliances attend an incident, or what sort of incident it is.²²⁸

²²⁴ Statement of Nathan Napper, [43].

²²⁵ Statement of Nathan Napper, [44].

²²⁶ Statement of Nathan Napper, [45].

²²⁷ Statement of Robert McGowan, [15]-[22].

²²⁸ Statement of Nathan Napper, [48]-[49]

259. There is an assumption that a firefighter who has had a longer career will have had increased exposure to toxic chemicals, but this is not necessarily the case. A firefighter stationed at Mount Druitt with less years of service may have had greater exposure to toxic chemicals than a fire fighter stationed at Avalon because they attend far more incidents.²²⁹
260. The Register would record the types of incidents that firefighters attend. For example, a paper fire will involve exposure to different chemicals than a fire at an electric vehicle factory. By recording this information, FRNSW will have a better idea of the types of chemicals individual firefighters are exposed, and this would assist employees in making workers compensation claims.²³⁰

Clause 82 – Health and fitness

261. This claim involves the provision of minimum appropriate gym facilities at all fire stations (e.g. treadmills, rowers, exercise assault bikes etc.). Where the minimum appropriate gym facilities are not provided, firefighters will be provided with a gym membership for all periods while those facilities are not available at the workplace. FRNSW would also provide a sport voucher valued at \$250.00 to all firefighters for the purchase of sports equipment, active wear and the like.
262. To become and continue to be a firefighter, FRNSW requires that all employees pass:
- a. a physical aptitude test, which has three different stages made up of various components that must be completed, including, for example timed ‘*hose drags*’, stair climbs and simulations of dragging patients out of a building;²³¹
 - b. an annual fitness assessment test (many firefighters complete this in their protective gear and equipment which weighs around 25kg), which includes;²³²

²²⁹ Statement of Nathan Napper, [51].

²³⁰ Statement of Nathan Napper, [52].

²³¹ Statement of Condly Kwan, [19]-[21].

²³² Statement of Condly Kwan, [22]-[23].

- i. a 120m walk carrying a 20kg drum;
 - ii. 36 step ups with the 20kg drum; and
 - iii. a hose drag, utilising a stokes litter, which is a basket with a metal ring cage around it that a person can fit in;
- c. carrying a person around 20m;
 - d. crawling with a firehose; and
 - e. a five-yearly health check, which includes blood tests, hearing and eyesight tests, urine tests and an ECG.²³³
263. Given the work firefighters do and the physical standards they are required to meet, it is necessary that firefighters engage in regular exercise or physical training.²³⁴ If firefighters do not undertake physical exercise and maintain their fitness levels, they will not be able to cope with the physical demands of the job.²³⁵
264. Firefighters often work out at their fire station, as well as exercising in their own time.²³⁶ The provision of appropriate gym facilities at all fire stations is necessary for firefighters' physical and mental health, and will ensure that firefighters are able to carry out the inherent requirements of their role by being fit and ready to respond.²³⁷
265. The ongoing fitness requirements of firefighters will mean that they regularly need to update their fitness gear and equipment, and the provision of a \$250.00 voucher will encourage firefighters to maintain their fitness levels and ensure they have appropriate gear.

²³³ Statement of Condly Kwan, [25]-[28].

²³⁴ Statement of Condly Kwan, [37].

²³⁵ Statement of Condly Kwan, [38].

²³⁶ Statement of Condly Kwan, [42]-[43].

²³⁷ Statement of Condly Kwan, [40].

Clause 83 – Water for training

266. The FBEU seeks the inclusion of a new clause that all training and skills maintenance will only be undertaken using potable standard water, unless otherwise agreed.
267. During training and drills involving the use of water firefighters become drenched in whatever water they are using. Firefighters can remain in that wet gear for hours as they perform exercises and are exposed to whatever may be in the water.²³⁸
268. The use of unclean water during training has been shown to have a direct impact on firefighter health. For example, in Victoria, the firefighter training college at Fiskville was forced to close following decades of unsafe practices exposing firefighters to various chemicals including Perfluorooctane Sulfonate (PFOS) and Perfluorooctanoic Acid (PFOA), which are known carcinogens, as well as impacting the environment in and around the college and persons who lived within the community.²³⁹

Clause 84 – Health screening

269. The current Health Screening program is currently operating as a 36-month trial. In recognition of the success to date of the program, the FBEU seeks amendments to implement the screening process permanently at its conclusion unless otherwise agreed between the parties.²⁴⁰

Clause 86 – Clothes washing and drying facility

270. Currently, washing machines are provided at some locations. However, this is only because they were received as a gift, or due to firefighters bringing their own washing machines to their respective stations.²⁴¹
271. This means that many firefighters are required to take contaminated clothing home to be washed, which can then spread the contaminants into other clothing in the household (including children). This is one of the recognised pathways

²³⁸ Statement of Leighton Drury, [167].

²³⁹ Statement of Leighton Drury, [168].

²⁴⁰ Statement of Leighton Drury, [174].

²⁴¹ Statement of Nathan Napper, [54].

for firefighter families to be exposed to carcinogens that a firefighter is exposed to in the workplace.²⁴²

272. The provision of washing machines and drying facilities at work will reduce those risks, particularly noting that the sooner a firefighter can wash their clothes, the less exposure there will be to harmful chemicals.²⁴³

Clause 93 – Diploma of Training and Assessment

273. The FBEU seeks the inclusion of a new clause 93 that would:

- a. permit all employees appointed to an Instructor and/or Training Staff role to undertake further studies in the Diploma of Training and Assessment or equivalent with all associated costs and leave met by FRNSW (cl.93.1);
- b. reimburse employees if they already hold a Diploma of Training and Assessment or equivalent on entry into such a position (cl.93.2); and
- c. require payment of an allowance for holding for holding this qualification (cl.93.3).

274. A Diploma of Training and Assessment is a qualification above the Certificate IV (Training and Assessment). Many instructors do not hold a Certificate IV, and the retention of instructors has become increasingly difficult.²⁴⁴

275. By facilitating employees to undertake a Diploma, and providing them with professional development opportunities, vocational interest in training and education amongst firefighters would increase. In doing so, this would assist retention rates in the training and education department, which would enhance the capability of skills acquisition and skills maintenance across FRNSW.²⁴⁵

276. The option of completing a Diploma would facilitate further professional development, which is not currently offered by FRNSW and would provide an opportunity to improve skills and enhance career progression. It would also

²⁴² Statement of Nathan Napper, [55].

²⁴³ Statement of Nathan Napper, [55]-[56].

²⁴⁴ Statement of Gianluca Bertoldi, [36].

²⁴⁵ Statement of Gianluca Bertoldi, [37].

boost vocational skills and assist in contributing to FRNSW's quality framework by enhancing the abilities of instructors.²⁴⁶

Clause 95 – Toll Reimbursement (Emergency Services Academy)

277. An entitlement to toll reimbursement is sought with respect to instructors and training staff required to attend the Emergency Services **Academy** based at 1/5 Distribution Drive, Orchard Hills, or any other recognised training ground.

278. In short compass, Steve Hayes and Lucas Garden give evidence that the Academy is:

- a. based in a warehouse distribution hub that is surrounded by various highways, including the M4, M5 and M7, with more toll roads (the M12) currently being built;²⁴⁷
- b. for most people, travelling via the toll roads is unavoidable and, even where it is possible, it adds a significant amount of travel time;²⁴⁸
- c. there are no plans for public transport until 2026;²⁴⁹
- d. in the case of Mr Hayes, taking a non-toll route to the Academy would add an extra 20 minutes to his trip each way;²⁵⁰
- e. in the case of Mr Garden:
 - i. taking a non-toll route would take him, on average, over 30 minutes extra round trip;²⁵¹ and
 - ii. taking a toll route would cost him \$22.00 per day prior to receiving a refund through the M5 South-West E-Toll Cashback Scheme.²⁵²

²⁴⁶ Statement of Gianluca Bertoldi, [38].

²⁴⁷ Statement of Steven Hayes, [22]; Statement of Lucas Garden, [23].

²⁴⁸ Statement of Steven Hayes, [22].

²⁴⁹ Statement of Lucas Garden, [23].

²⁵⁰ Statement of Steven Hayes, [23].

²⁵¹ Statement of Lucas Garden, [25].

²⁵² Statement of Lucas Garden, [21].

279. Given that tolls are unavoidable, and employees are required to attend the Academy as part of their role, employees should be reimbursed for the toll costs they incur to and from the Academy, or any other recognised training ground.

Clause 100 – Toll Reimbursement (Fire Investigation) and Clause 107 Toll Reimbursement (Fire Safety)

280. An entitlement to toll reimbursement is sought with respect to employees who work in Fire Investigation and Fire Safety. These claims are a part of a suite of changes to better recognise these specialist groups of employees within FRNSW and address current staff shortages. The claim is aimed to encourage additional employees to fill these roles, promote retention and to recognise the additional travel and costs involved.²⁵³

Clause 101 – Fire investigation vehicles

281. The FBEU seeks that, in consultation with FRNSW, there will be agreement on the specifications for a purpose-built vehicle for Fire Investigators and Canine Handlers that will be issued to all employees in a Fire Investigation role.

282. In short, Craig Gordon gives evidence that there are four investigators in the unit, but only three vehicles. Investigators need vehicles so that they can travel to incidents and investigate fires.²⁵⁴ They must also meet certain specifications that are required by FRNSW.²⁵⁵ At present, two of the vehicles are old dual cab Utes that have travelled approximately 300,000km. Those vehicles have become unreliable and are regularly off the road for maintenance and repair and, therefore, do not meet the required specifications.²⁵⁶

283. Three vehicles have been ordered by FRNSW that meet the specifications. One of those vehicles is currently in use by Mr Gordon and the other two vehicles are scheduled to be delivered in the first quarter of 2025.²⁵⁷ Accordingly,

²⁵³ Statement of Leighton Drury [175]-[178].

²⁵⁴ Statement of Craig Gordon, [57]-[58].

²⁵⁵ Statement of Craig Gordon, [59].

²⁵⁶ Statement of Craig Gordn, [60].

²⁵⁷ Statement of Craig Gordon, [63]-[64].

FRNSW needs to remove the two old Utes and buy one additional vehicle that is to the required specifications.²⁵⁸

284. The inclusion of this clause in the Permanent Award will ensure that the process of purchasing these vehicles is completed and thereafter maintained, such that all investigators have an appropriate vehicle that is to the required specifications.

Clause 117 – Additional hours for a Superintendent or Chief Superintendent

285. The FBEU proposes the amendment of this clause such that, instead of being entitled to time off in lieu (**TOIL**), a Superintendent or Chief Superintendent will be paid for additional hours in accordance with clauses 30 (Overtime), 32 (On Call/Availability Allowance) and 33 (After Hours Disturbance Allowance).
286. Currently, TOIL is agreed between the relevant firefighter and their manager – there is no official FRNSW policy. Instead, there is an honour system between the firefighter and their manager based on the amount of time the firefighter claims.²⁵⁹ This requires a firefighter to record their own additional hours, which, unsurprisingly, means not all hours are recorded.²⁶⁰ In the case of Steve Hirst, Chief Superintendent, he approaches his manager and asks for TOIL, which he then deducts from his personal ledger.²⁶¹
287. Mr Hirst gives evidence that TOIL is not an adequate solution to the issue of working additional hours as:²⁶²
- a. he has to arrange to take TOIL, and he is likely to be contacted even when he does so; and
 - b. if he ever can take a day off, which is rare, he rues the day that he does so, as his work demands pile up in his absence. As a result, when Mr Hirst returns from a day off to unanswered emails and jobs that have piled up, he has to complete all of those tasks by working additional

²⁵⁸ Statement of Craig Gordon, [65].

²⁵⁹ Statement of Steve Hirst, [48].

²⁶⁰ Statement of Steve Hirst, [48].

²⁶¹ Statement of Steve Hirst, [48].

²⁶² Statement of Steve Hirst, [49]-[51].

hours in the remaining days of the week, whilst completing his usual workload.

288. Quite clearly, the provision of TOIL creates a cyclical issue whereby, in the rare event TOIL can be taken, the workload becomes worse because no one is performing the outstanding work in their absence.
289. The provision of payment for overtime, being on-call and an after-hours disturbance allowance would more adequately recognise and compensate these firefighters for the time spent working, and will ensure that their workload does not continue to increase by taking TOIL. This is particularly important in circumstances where Mr Hirst gives evidence that his role has continued to become more and more demanding over time.²⁶³

Clause 119 – Executive Officer Vehicles

290. Currently, all Executive Officers are provided with vehicles as part of their role, however, the type of vehicle provided and its specifications vary. The vehicles are assigned in a relatively ad hoc manner based on the type of vehicle FRNSW can purchase at the relevant time. For example, some vehicles do not have:²⁶⁴
- a. bull bars;
 - b. off-road 4WD capacity;
 - c. fog lights; and/or
 - d. the certified Australian New Car Assessment Program 5 Star Rating Package.
291. Given that all Executive Officers can, and do have an incident response capability, it is important that there is a uniform allocated vehicle that meets the requirements of the role.²⁶⁵ It follows that the FBEU claims that all Executive Officers will be provided by FRNSW with, per cl.119.2, appropriately equipped

²⁶³ Statement of Steve Hirst, [54].

²⁶⁴ Statement of Rod Chetwynd, [121].

²⁶⁵ Statement of Rod Chetwynd, [122].

and fully maintained Emergency Response Vehicles for personal and work-related purposes.

Retained Award

Clause 21.10.1 – Heavy Rigid licence reimbursement

292. This clause ensures that all employees will:

- a. be provided with a Heavy Rigid Licence upon becoming employed by FRNSW;
- b. have the cost of obtaining this licence reimbursed; or
- c. have all costs associated with obtaining any other type of licence required to be held by FRNSW reimbursed.

293. Depending on the size of the truck, firefighters are required to hold a Medium Rigid Truck Licence or a Heavy Vehicle Truck Licence. At Kariong station for example, all firefighters who have become drivers maintain a Heavy Rigid Vehicle Licence. Each firefighter who has done the test for the licence has been reimbursed for the expense.²⁶⁶

294. The purpose of this clause is to enshrine the current practice into the Retained Award.²⁶⁷

Clause 20.10 – Unit Trainer Make Up Drills

295. Currently, Unit Trainers are entitled to payment at the Captain pay rate when delivering training at regular station drills.²⁶⁸ However, if the drill is a make-up drill, a Unit Trainer is paid their ordinary rate of pay (and not that of a Unit Trainer).

296. Clause 20.10 would entitle Unit Trainers to payment to at the Captain pay rate when delivering make-up drills. In circumstances where regular drills and make-up drills cover the same content and require the same preparation, clause 20.10

²⁶⁶ Statement of Rodney Binding, [13], [15] and [19].

²⁶⁷ Statement of Rodney Binding, [20].

²⁶⁸ Statement of Giacomo Arnott, [25].

would ensure that Unit Trainers receive the same pay for performing the same work.

Clause 20.14.1 - Direction to Work

297. Currently, when a retained firefighter does not declare their availability to respond to a call out, and FRNSW is required to maintain minimum staffing with a firefighter working overtime at their station, they are not entitled to payment for attending an incident until minimum staffing is restored and the firefighter performing relief duties has been released.

298. Clause 20.14.1 would entitle a retained firefighter who has not declared their availability and is directed to attend the station and/or perform any duties during the period of minimum staffing being maintained to regular payment.

299. This would ensure that in circumstances where a retained firefighter is not available to attend a fire incident but could be directed to provide other assistance such as dropping firefighting gear off at the station, that they would be paid for the performance of that work.²⁶⁹

300. It would also provide a mechanism for payment where a retained firefighter has not declared their availability and minimum staffing is required to be maintained, but the firefighter is required to attend consultation meetings with FRNSW.²⁷⁰

Clause 20.15.3 - Increased Authorised Duties Hours

301. Clause 20.15.3 would increase a retained station's authorised duties:

- a. from 26 to 36 hours per month of station-based duties;
- b. from 16 to 24 hours per year of attendance at station open days and local shows; and
- c. in the case of any and all other authorised duties:
 - i. from 19 to 24 hours per month if attending more than 100 but less than 200 incidents per year; and

²⁶⁹ Statement of Daniel Finney, [99].

²⁷⁰ Statement of Daniel Finney, [100].

- ii. to 30 hours per month if attending 200 or more incidents per year.

302. Authorised hours entitle retained firefighters to payment for duties (other than attendance at an incident) that are authorised by the relevant Captain, Inspector or high-ranking officer. These duties are outlined at Schedule 2 and include gear maintenance, appliance maintenance, station cleaning, station maintenance and administrative tasks including managing availability and completing timesheets. Payment may only be claimed up to the maximum number of authorised hours listed in the Award.²⁷¹
303. Currently, retained firefighters find it difficult to complete their authorised duties within the maximum number of authorised hours allocated.²⁷² As a consequence retained firefighters are often not paid for all hours worked.²⁷³ This change will rectify that fundamental issue and ensure those firefighters are remunerated fairly and reasonably.

Clause 20.20 – Payment for availability

304. This clause introduces a series of allowances which are tied to the amount of availability retained firefighters provide. There are currently significant issues within the retained firefighter cohort with staff shortages, recruitment and retention.²⁷⁴
305. Retained firefighters at stations with fewer than 70 fire calls per year will be paid an allowance for providing more availability and attending a certain percentage of incidents that occur while they are available. This will provide an opportunity to address staff shortages, reduce overtime and increase income for low paid employees.

Clause 25.2.4 – Private vehicle usage

306. The clause will make clear that pre-approval is not necessary for a retained firefighter to use a private vehicle for the purpose of work. It also ensures that

²⁷¹ Statement of Daniel Finney, [103].

²⁷² Statement of Daniel Finney, [105].

²⁷³ Statement of Daniel Finney, [105].

²⁷⁴ Statement of Dan Finney, [84].

if FRNSW want to require an employee to use a non-private vehicle, they must request that staff do so.

307. This proposal is aimed at clarifying a current area of uncertainty for these employees and reducing disputation about the issue.

Clauses 28 (Higher duties), 55 (Classifications) and 56 (Progression and Promotion)

308. These clauses are a suite of measures aimed at improving the training, qualifications and skillset of the Deputy Captain and Captain retained ranks.

309. There are amendments to clauses 28 and 56 to introduce a 24 month (2 year) minimum service requirement to act up as Deputy Captain, and a 48 month (4 year) minimum service requirement to act up as Captain. This will ensure that persons in those leadership positions have the demonstrated skillset, organisational knowledge and skills required to lead a team into what could be an extremely complex and challenging incident. Indeed, given the legislative requirements a person acting up as Deputy Captain will automatically be the Incident Controller in the absence of a Captain.

310. In addition, Clause 56 adds in educational requirements for firefighters promoted to Deputy Captain or Captain. Those requirements are then replicated in the classification structure in Clause 55. The changes would also require FRNSW to provide those employees with an opportunity to obtain that qualification and broaden their knowledge and skills.

Clause 29.3 – Retained relief duties system

311. This change requires the creation of a working party between FRNSW and the FBEU to meet and discuss a system to fairly allocate relief duties for retained firefighters. When a retained firefighter is provided with the opportunity to perform relief, it is paid at overtime rates and consequently is an opportunity for that employee to significantly increase their income.

312. Currently, there are various issues with how that relief is allocated, including favoritism, bias and a general lack of transparency.

313. The working party will be tasked with developing a transparent and rigorous system that ensures the equal distribution of these duties and the consequent overtime. This has already been the subject of discussion between the parties and will provide a formalised mechanism for the parties address these issues.

Clause 30.1.3 – Make up drills

314. The 2023 Award required the FBEU and FRNSW to create a working party to determine the wording that should apply to make-up drills. Make-up drills are drills that are conducted outside of ‘regular’ station drills, to be utilised by retained firefighters who were unable to make the regular drill due to work commitments, caring commitments, health issues and the like.

315. The wording of this clause was determined by and agreed unanimously by the working party. Inserting the clause will give appropriate effect to the working party’s efforts and the parties’ agreed outcome.

Clause 31.7 – Cancellation payment

316. This clause provides that, where FRNSW organises any employee to attend a deployment of over 48 hours, and the deployment is cancelled or altered to be less than 48 hours prior to the employee arriving at the major emergency location, FRNSW will pay the employee the total amount they would have earned for the first day of the deployment had it continued.

317. By way of example, in or about March 2022, FRNSW wanted to send a Strike Team to Lismore to assist in the rescue effort. Rodney Binding and various others were contacted and requested to volunteer to assist for a deployment of three days. Upon arrival at Kariong bus station to travel to Lismore, firefighters were informed by Mark Delves, Duty Commander, that they would be leaving the next day instead. As a result, firefighters only received one hour of pay for that day.²⁷⁵

318. For retained firefighters, FRNSW is not their primary source of income and, in order to do the work, they must take time off from their primary jobs and make family arrangements to enable attendance. Given the last-minute change to the

²⁷⁵ Statement of Rodney Binding, [23], [27] and [30].

above job, Mr Binding lost more money by not attending his primary employment as a train driver.²⁷⁶

319. The inclusion of the above clause will ensure that retained firefighters do not unreasonably lose more money due to late notice of changes on the part of FRNSW.

Clauses 36 (Leave generally), 37 (Annual leave), 39 (Long service leave) and 43 (Sick leave)

320. Clause 36.1 involves a change in the rate of pay for leave. It will have the effect of leave being paid at the firefighter's ordinary single time hourly pay rate. This will apply to all leave types including Clause 37 – Annual Leave, Clause 39 – Long Service Leave and Clause 43 – Sick Leave.

321. The current system is convoluted, confusing and difficult to understand. It is based on a complex formula that considers past total income earned and generates a certain rate. It results in absurd outcomes of the kind set out in Mr Arnott's evidence. It is appropriate that a fair and straightforward payment mechanism be introduced.

322. Clause 36.2 introduces changes to the accrual and deduction of leave for firefighters. It will standardise it such that leave is accrued and deducted (when taken) based on a 7-hour day. This will replace the current deduction of 5.43 hours which is not documented and is difficult to understand.

Clause 38 – Compassionate leave

323. This will increase the number of days of compassionate leave available per occasion to retained firefighters. It is appropriate and reasonable for the reasons set out above in respect of permanent firefighters.

Clause 48 – Councillor Leave

324. This claim is the same as that sought with respect to the Permanent Award at cl.53 above.

²⁷⁶ Statement of Rodney Binding, [31] and [34].

Clause 54 – Leave without pay

325. This clause will introduce an entitlement to leave without pay, which is currently not in the award. It will in effect bring the provisions in the standing orders into the award, which will ensure transparency and clarity as to the matter.

Clause 56.2.2 – Recruit firefighter to firefighter

326. This change will provide some flexibility and discretion for when a recruit firefighter has difficulty in passing the 6 month probation. It removes the word ‘will’ and replace it with ‘may’ in a sentence setting out that a recruit firefighter who doesn’t progress to firefighter within a ‘reasonable timeframe’ will be terminated.

327. It is appropriate that there is discretion as to such matters, given that as a matter of logic a recruit may not qualify for promotion for many good reasons, for example overseas travel, inability to complete both phases of training, extended leave, and illness or injury.

Clause 56.5 and Schedule 6 – Retained to Permanent pathway

328. In the 2023 Award, the parties agreed to create a working party to develop a recruitment pathway to promote retained firefighters to permanent. The working group was a resounding success and developed an agreed strategy moving forward. This amendment inserts the agreed document into the schedule.

Clause 59.3 – Meal and refreshment allowances during training programs

329. This clause entitles employees who attend a whole day training program to claim a meal allowance (where lunch is not provided) or a refreshment allowance (if morning or afternoon tea is not provided).

330. Normally, if FRNSW do not supply morning tea, afternoon tea, and lunch there is an unwritten understanding that employees can seek reimbursement. This clause would simply enshrine this understanding into the Retained Award.²⁷⁷

²⁷⁷ Statement of Nathan Binding, [43].

Clause 61 – Court attendance

331. This amendment ensures that access to this entitlement will also extend to the newly established Industrial Court.

Clause 72 – Health and fitness

332. This claim is broadly the same as that set out in paragraphs [260]-[264] above with respect to permanent firefighters, namely the provision of adequate gym facilities and a \$250.00 voucher for sporting equipment.

333. The provision of adequate gym facilities is necessary with respect to retained firefighters as retained stations generally have little equipment, or no gym facilities at all.²⁷⁸ For example, retained fire stations in Paxton and Fernleigh do not have any gym facilities at all, and Bellbird fire station only has one machine.²⁷⁹ Many of the retained firefighting stations do not have space for a gym or for gym equipment except maybe the most basic equipment, such as a bike or a rower, or very limited free weights (being either one of these, or none at all).²⁸⁰

334. Given the physical requirements imposed by FRNSW on firefighters outlined above, there is significant merit in ensuring that retained firefighters have access to the same appropriate gym facilities, and the provision of a \$250.00 sports voucher will incentivise firefighters to maintain and enhance their fitness.

Clause 84 – Training and Allowances (Rescue Operations)

335. The clause will provide:

- a. all employees who are stationed at a Road Crash Rescue or General Land Rescue accredited retained station with an opportunity to become suitably qualified to achieve the training requirements with the State Rescue Board as a Rescue Operator; and
- b. various allowances to employees who have become accredited State Rescue Board Rescue Operators in Road Crash Rescue, General Land

²⁷⁸ Statement of Condly Kwan, [35].

²⁷⁹ Statement of Condly Kwan, [35].

²⁸⁰ Statement of Condly Kwan, [36].

Rescue, In-Water Flood Rescue and Land Based Flood Rescue qualifications.

336. For similar reasons as those canvassed above, this clause will ensure that those retained firefighters who go to the effort of obtaining additional qualifications, and as a consequence increase their specialist rescue skills, are appropriately remunerated. Stuart Bate gives evidence about the training involved in those courses and the additional work to maintain the relevant qualifications and skills.²⁸¹The Road Crash Rescue²⁸², General Land Rescue²⁸³, Water/Flood Rescue²⁸⁴ and Vertical Rescue²⁸⁵ work undoubtedly involves high risk and specialised work that requires significant training and skills, and delivers substantial value to the State of NSW.

Clause 86 – Training and Allowances (Hazmat Operations)

337. The clause provides that all employees stationed at a Hazmat appliance station will be offered the opportunity to become qualified as a Hazmat operator and will be paid an allowance for holding this qualification.
338. There are two kinds of Hazmat operators: intermediate and specialist. Specialist Hazmat operators are typically permanent firefighters, while Intermediate Hazmat operators are typically retained.²⁸⁶
339. Intermediate Hazmat appliances have additional Hazmat-specific equipment and capabilities, and associated training, which ordinary firefighters typically do not have (e.g. advanced gas detectors, wet/dry vacuum, Hazmat bins and fully encapsulated suits to protect from hazardous materials).²⁸⁷
340. Hazmat operators are required to undertake a two-day course, as well as online learning modules.²⁸⁸ Staff turnover for retained firefighters can be high and there can be a lag in recruitment and training.²⁸⁹ If there is a shortage of

²⁸¹ Statement of Stuart Bate [5]-[6] and [34]-[36].

²⁸² Statement of Stuart Bate [13]-[22].

²⁸³ Statement of Stuart Bate [13]-[22].

²⁸⁴ Statement of Stuart Bate [23]-[29].

²⁸⁵ Statement of Stuart Bate [30]-[33].

²⁸⁶ Statement of Gerry Conway, [9].

²⁸⁷ Statement of Gerry Conway, [18].

²⁸⁸ Statement of Gerry Conway, [25].

²⁸⁹ Statement of Gerry Conway, [22].

retained Hazmat operators, other Hazmat operators are required to work overtime.²⁹⁰

341. It is a specialised role that adds value to FRNSW and should be compensated accordingly.

Schedule 4 – Galatea issuing

342. The current award provides for the provision of galatea, FRNSW’s ceremonial dress uniform jacket, to retained firefighters ‘*as needed*’, and the issue of one galatea to each permanent firefighter.

343. As set out in the evidence of David Tod, the FBEU’s proposed amendment to schedule 4 of the Retained Award would provide for the issuing of galatea to retained firefighters ‘*on request*’.

344. The reason for the proposed amendment can be briefly stated as follows:

- a. FRNSW policy states that the ceremonial dress uniform should be worn for ceremonial occasions including the Anzac Day march and wreath laying, FRNSW zone management determine whether galatea is needed;²⁹¹
- b. in FRNSW zones with healthy budgets, retained firefighters do not generally have any issue requesting a galatea. However, in other zones such as Metro West 3 (**MW3**), obtaining a galatea has proved exceedingly difficult, despite numerous requests;²⁹²
- c. by way of example, for a number of years, MW3 management have stated that ‘*galatea may be worn*’ to formal events such as ANZAC Day parades, Remembrance Day ceremonies, award ceremonies, funerals and other formal community and FRNSW events. However, retained firefighters often need to source a galatea from another firefighter;

²⁹⁰ Statement of Gerry Conway, [23].

²⁹¹ Statement of David Tod, [48] and DLT-3.

²⁹² Statement of David Tod, [51].

- d. if a retained firefighter cannot source a galatea from another firefighter, it is usually unlikely that one can be sourced by FRNSW given that galateas take two weeks to make;²⁹³
- e. the inconsistency means that permanent firefighters are dressed in their galatea, whilst retained firefighters are not. This unsurprisingly, leads to retained firefighters feeling frustrated, disrespected and left out.²⁹⁴ This was particularly so when Mr Tod was unable to wear the galatea at the funeral of Michael Kidd who he knew personally;²⁹⁵ and
- f. the current state of affairs is causing disputation between the FBEU and FRNSW that has been escalated to the NSWIRC.²⁹⁶

345. The amendment of Schedule 4 to confer retained firefighters with the right to a galatea 'on request' would alleviate the above issues, and ameliorate FRNSW's current two-tiered workforce, which undermines workforce cohesion.

H. CONCLUSION

346. The proposed awards set fair and reasonable conditions of employment. The Commission accordingly can, and for the reasons set out above should, make them.

347. The awards should be made retrospective to the date of the application, and the first pay increase applied accordingly. The FBEU filed in a timely fashion, participated properly in bargaining, and is not responsible for any component of the delay.

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11 October 2024

²⁹³ Statement of David Tod, [57]-[58].

²⁹⁴ Statement of David Tod, [62]

²⁹⁵ Statement of David Tod, [61].

²⁹⁶ Statement of David Tod, [59]-[60].