

Summary of Award Changes:

A summary of the amendments and the agreed intent behind them are set out below:

Changes applicable to both Permanent and Retained Awards:

Introduction of a new Domestic and Family Violence Leave Clause (Permanent Clause 23a; Retained Clause 16a)

We only have to look at recent news events to be reminded of the devastating consequences domestic violence has on families and the broader community. The Union movement has fought hard to win a paid domestic and family violence leave entitlement that will allow people experiencing domestic and family violence to take paid time off to deal with its impact. It also obligates FRNSW to support employees in the workplace who are experiencing domestic and family violence.

Employees experiencing domestic and family violence will now be able to access 10 days paid leave each year. This leave is in addition to other leave entitlements but is not cumulative. Once this leave is exhausted, however, employees may apply for other paid leave entitlements available to them.

Both the Union and FRNSW have committed to work on an extensive policy around this leave provision to ensure that it is applied in a way that is practical, supportive and protects those experiencing domestic and family violence.

A definition of domestic and family violence has also been included.

FRNSW are fully supportive of this aspect of our claim, which was welcomed.

Accessing Long Service Leave (LSL) in single days (Permanent subclauses 20.6 & 20.7; Retained Clauses 12.6 – 12.9)

The existing LSL provisions have been amended to allow for LSL to be taken as a single-shift (permanent) or single-day (retained) absence at either full pay, half pay or double pay. The required notice period has also been reduced from the current 28 days to either one or two weeks depending on how the leave is taken.

In addition to this, the Union and FRNSW will meet outside of the Award to review the current 'quota' on the number of employees simultaneously allowed to take LSL within each zone.

Paternity leave amended to 'Other Parent' leave (Permanent Clause 21.1.3; Retained Clause 14.4.2)

In the current Award, paternity leave provides leave for employees that become a parent but are ineligible for maternity leave or adoption leave (i.e. the partner of someone who gave birth). The issue with this clause as currently written is that it is only accessible to male employees, which excludes employees in same-sex relationships.

Both the Union and FRNSW agree that the paternity leave clauses needed to be changed and updated so as to be inclusive. As such, the paternity leave clause was changed to 'Other Parent Leave' and is now available to all employeess.

Permanent Award Changes

Part-shift sick leave absence (amended subclause 8.2.4.5)

Currently, a part-shift unsupported sick leave absence taken during a 24-hour shift is treated as two occasions/two NMCs. Under the proposed changes a part-shift unsupported sick leave absence will be treated as only one occasion/one NMC.

This new provision will be trialed for the term of the Award (to 25 February 2021) unless either party looks to terminate it sooner.

Part Change of Shift Agreement (amended subclause 8.14.2.6 and added new subclause 8.14.2.7).

Currently, if you are on approved annual leave, you are not allowed to enter into a part-change of shift agreement (PCOS).

Under the proposed changes, this restriction would be removed and employees who are on annual leave can agree to work a PCOS subject to the normal approval process. Employees who work a PCOS while on annual leave will still have their annual leave balances debited for the hours they were rostered off on annual leave.

Introduction of Intrastate Deployments into existing Clause 12a

Over recent years we have seen a change in our climate resulting in unprecedented natural disasters such as the current bushfire season. As a result, there has been an unparalleled need for members to be deployed in NSW (intrastate deployments). To date, the Award has not had any provisions to allow for or properly address intrastate deployments.

In the absence of a clear provision, the circumstances facing each individual deployment is open to a dispute as to what entitlements may or may not apply. This lack of clarity opened the way for the Northern Rivers dispute to occur, which as you all know remains within the Courts.

To prevent this from continuing, we proposed introducing an intrastate deployment provision into the Award. The proposed changes are:

- Insert "intrastate deployment" into Clause 12a, which currently only covers interstate and international deployments
- Allow for clause 12a to apply to some forms of deployment training subject to agreement by the Union.
- FRNSW must formally notify both the Union and employees that Clause 12a has been triggered and of the specific nature of the deployment before it commences.
- Introduction of a field allowance (**subclauses 12a.5.3 and 12a.5.4**)

A new "field allowance" in the amount of \$134.00 will be introduced. This new allowance will only apply in instances where standard-rate accommodation is not available within 50km of the deployment fireground and where you are required to sleep in the field whilst on deployment (e.g. tent, marquee, dormitory or other similar sleeping arrangements). Any variations to this arrangement will only be made subject to agreement by the Union.

This allowance is consistent with the standard ATO accommodation figures and is intended to compensate you only for the accommodation component of your deployment, meaning you are still entitled to access all other allowances that become payable (i.e. incidental allowance, meals and refreshments allowance as applicable).

The intent here is not to have FRNSW replace existing accommodation allowances payable. Instead it is to address the scenario of when proper accommodation is physically not available within a reasonable distance (50 km) of the deployment fireground and a make-shift camping arrangement is the only thing that is possible. It was a risk to leave the Award silent on this particular scenario because requiring you to camp on deployments is becoming more common given the extent of the devastation of these disasters. Additionally, because the Award is silent on this scenario, it would inevitably be disputed in the NSW IRC, which would likely impose a significantly reduced allowance amount as camping allowances in other public services awards are generally \$50 a day.

Dual Badge Operational Support Officer 2/Station Officer role (Clause 14.10 deleted and new Clauses 14.10 and 14.10.1 – 14.10.7 added)

This will be a new role that will be subject to recruitment processes similar to the current recruitment of Inspectors into Operational Support roles.

The number of this dual badge position will be restricted to 15 vacant positions.

In the first instance, FRNSW will advertise the role as Operational Support Level 2, which will be open to all employees with 48 months service and who hold a minimum rank of QF. Here, some priority consideration may be given to injured/light-duty restricted employees.

If the positions are not filled in the first instance, then the roles will be re-advertised with the Station Officer rank attached. Recruitment for this will be restricted to LF, SO and LSO.

Depending on your rank, when applying for the Ops Station Officer role, you will be required to complete the necessary training and serve either a 2 or 3 year term. Employees who leave the role before completing the required term will drop back to the rank they were at when they entered the role. Employees who receive a promotion while in the role who after completion of the required term wish to transfer out of Ops Support will be required to merit out of the role or else be required to drop one rank.

Changes outside of the Award that only apply to Retained members

Quartley review of the Gartan system

One of our claims was to have FRNSW commit to properly maintaining existing technology and/or to introduce new and updated technology. After negotiations around this issue, the parties have agreed to hold quarterly meetings to discuss and address issues with Gartan and any other technology. This agreement will be formalised via an exchange of correspondence between the parties.

Special leave for instances when employees are stood down

During our negotiations, we sought to have the method of calculation be the same as what is applied to annual leave. FRNSW have accepted that there needs to be a consistent approach in how all leave is calculated. That said, neither the permanent or retained Awards currently have a reference to special leave for purposes other than union activities even though special leave is paid in a range of instances. To be consistent here, we have agreed to hold further discussions around this and have the outcome declared in an In-Order or other policy document instead of the Award.