



# Log of Claims Information Sheet

## FBEU PERMANENT FIREFIGHTING AWARD LOG OF CLAIMS INFORMATION SHEET

Please see below a summary to assist members in understanding key items in the FBEU Log of Claims for the Permanent Firefighting Award. We note this is not intended to provide comprehensive reasoning behind each change but to highlight key changes.

### NEW STRUCTURE

The Award has a new structure breaking it down into 6 parts each of which contains various sub-parts. The 6 parts define which conditions apply to which employees as follows:

Part A – Conditions Applying to all Employees.

Part B – Additional Conditions for Instructors/Training Staff

Part C – Additional Conditions for Fire Investigation and Research Unit

Part D – Additional Conditions for Fire Safety Department

Part E – Additional Conditions for Communications

Part F – Additional Conditions for Inspectors, Superintendents and Chief Superintendents

### DURATION & RENEGOTIATION

In this round of negotiations, we are seeking a 3 year Award expiring 25 February 2026. We also want to extend the period prior to the expiry of an Award to commence negotiations out from 6 months to 9 months.

### DEFINITIONS

The definition of “stand-by” has been clarified to clearly provide that multiple stand-by’s cannot be used to fill in lieu of an Out Duty.

### OBJECTIVES, PRODUCTIVITY AND CONSULTATION

The Log of Claims includes various new clauses relating to high level objectives, productivity, and consultation.

There is a new clause to identify and capture productivity savings during the life of the Award and to allow those to be claimed in the next round of negotiation.

The consultation requirements under the Award have been significantly increased to ensure full and proper consultation and to establish a Joint Consultative Committee and Subcommittees. There are also specific clauses imposing additional consultation obligations on matters such as memorandums of understanding and interstate agreements, legislation and reform, technological changes, climate, and policies.

### RATES OF PAY and ALLOWANCE

Our claim in relation to wages seeks a fair increase for firefighters over the three years as follows:

**8.2% 26 February 2023**

**6% 26 February 2024**

**6% 26 February 2025**

The 8.2% payment provides an additional 2.2% increase to account for the 0.3% increase that was intended to apply across the public sector in 2021, and which was applied to firefighters, however, ultimately did not apply to all industries.



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There is also an inflation adjustment payment to provide a one of yearly lump sum payment to members where inflation is higher than the wages increase along with an increase to superannuation to 15%.

Significant changes have been made to allowances to introduce new allowances and convert current allowances from allowances payable for work performed or for being attached to a station to qualification allowances which recognize employees' skills and qualifications. This allows employees to retain their entitlement to allowances regardless of movement and for such allowances to be payable for all purposes. New and Updated Allowances below:

- Conversion of Major and Minor Aerial Appliance allowances to qualification allowances.
- Conversion of Hazmat Allowance to qualification allowance.
- Conversion of Rescue Allowance to qualification allowance.
- New rescue allowances for In Water Rescue, Land Based Flood Rescue, Vertical Rescue, USAR, Trench Rescue, Partial Structural Collapse, Heavy Rescue and Large Animal Rescue.
- New Hazmat servicing allowance.
- New Greater Sydney Area allowance for employees attached to stations within the GSA.
- New CAFs pumper allowance.
- New RPAS allowance.

## **TRAVELLING COMPENSATION**

This clause has been altered to provide clarity around kilometre payments including the rate and circumstances in which employees are entitled to payment.

## **HOURS OF WORK**

These is a minor change to this clause in relation to allowing Executive Officers to self-direct their hours of work.

## **HIGHER DUTIES**

This clause has been altered to increase the period LF may act into the role of SO and a LSO into the role of Inspector from 28 days to 3 months in the following specific instances:

- Annual leave
- Long service leave
- Sick, carers, workcover or other medical leave
- Alternative/light duties
- Parental leave.

It also makes clear the current position that higher duties cannot be used to fill a vacant position and requires that the allowable period of higher duties is linked to the amount and type of leave taken by the employee who is to be filled by higher duties rather than a cap on the time of the employee performing the higher duties.

The clause also contains a provision to ensure that FRNSW cannot direct employees within the GSA to perform higher duties on a different platoon/roster and outside the GSA on a different platoon/roster and/or at a different work location.

This clause should not be read in isolation and should be understood in conjunction with other proposed clauses including the new promotion model contained at clause 61 – description below at CLAUSE 61.



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## **OVERTIME, ON CALL and AFTER HOURS DISTURBANCE**

There have been changes to the overtime clause to remove the distinction between recall to duty and recall to incident and provide consistent payments and compensation regardless of the reason for the recall.

There is also a new clause which provides a 5.5% allowance for all employees required to be on an on call roster or make themselves available outside their normal hours of work for the period for which they are on call and an after-hours disturbance payment for work disturbances while on leave.

## **INTRASTATE, INTERSTATE AND INTERNATIONAL DEPLOYMENTS**

This clause has been updated to include deployments within NSW. The clause however continues to separate the relevant payments that apply in these circumstances and makes no changes to payments.

It does, however, require that prior to any deployment, FRNSW must provide to employee's details including the location, time frame and expected amenities on arrival. It also sets minimum standards for accommodation.

## **REST AND RECLINE**

This clause has been imported from Standing Orders and ensures an employee's rights to rest and recline and incorporated into the Award.

## **TRANSFERS OUTSIDE OF THE GSA**

This clause has not been altered however it has been impacted by the new promotional structure. The promotional program now provides that where an employee is on a transfer register prior commencement of promotional program in a non-station based or hard-to fill position, during their two-year minimum tenure period, the employee can continue to move up the list and should they reach the top of the list during that period, their spot at the top of the list will be held until the completion of the two years.

## **SECURITY, CLASSIFICATIONS and SAFE STAFFING**

There is a new clause to provide job security and protects firefighter jobs from any proposal to contract out work by ensuring the following previous are met prior to the use of contractors:

1. Consultation;
2. Agreement with the union;
3. The contractor being engaged on the exact same rate of pay and terms and conditions a firefighter would otherwise receive to perform the work

There are also new clauses and schedules which lock in minimum safe staffing numbers and safe systems of work in the Award for both station based and non-station based roles including relieving numbers.

## **MEDICAL FIRST RESPONDER PROGRAM**

The clause outlines the FBEU's position in relation to medical work and clearly specifies the requirements FRNSW must follow if they attempt to require any member to perform any form of medical work. This clause ensures that if any medical work is implemented it is only done following significant consultation and agreement and, must be in accordance with the SGM motion of minimum 12.5% pay increases.

## **LEAVE PROVISIONS**

There have been improvements across the leave provisions to provide new entitlements and to ensure current entitlements from standing orders are protected in the Award. Changes are listed below:



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- The entitlement to compassionate leave has been extended to 4 shifts.
- The provisions from standing orders regarding quotas during holiday peak periods for long service leave have been included in this clause. It has been made clear that no other quotas may be implemented.
- Parental leave has codified all the relevant changes to parental leave that have occurred over recent years along with including a provision for still birth leave.
- Sick leave has been altered to increase NMC days to 4 and to remove the requirement that your medical certificate must provide the nature of your illness or injury and instead only requires a medical certificate asserting that you are/were unfit for duty.
- Special leave for Union activities has been altered to extend this leave to interstate and/or international firefighting conferences along with May Day marches and events and Regional Trades Hall meetings and conferences.
- Military leave which has been imported from standing orders and places enforceable provisions and rights within the Award in relation to military leave.
- Councillors leave imported from standing orders and places enforceable provisions and rights within the Award in relation leave for employees elected to Local Government.
- Therapeutic Medical Donation Leave is a new clause that provides access to leave for employees wishing to donate blood and/or bone marrow.
- A Union leave clause has imported from standing orders and places enforceable provisions and rights within the Award in relation leave for employees who occupy a full time office within the Union.
- Jury Duty leave has been imported from standing orders and places enforceable provisions and rights within the Award in relation leave for employees required to perform jury duty.
- There is a new Pressing Necessity leave clause which allows employees to seek a leave of absence for 4 shifts on full pay in special circumstances.
- There is a new clause providing leave for employees to participate in activities of a cultural, ceremonial or religious significance to them including leave for NAIDOC events for Aboriginal and Torres Strait Islander employees.
- There is a new provision to provide study leave where employees are undertaking FRNSW approved study.
- A new clause to provide ANZAC Day leave which allows current and former service persons to seek leave to participate in an ANZAC day march or service or another event.

## **CLASSIFICATIONS, PROMOTIONS and TRAINING**

These clauses describe ranks and classifications and specifies the relevant qualifications and competencies required to be achieved at rank into the Award.

There is also a requirement for FRNSW to provide additional qualifications to Station Officers (Diploma of Leadership) and Inspectors (Graduate Diploma of Applied Management) on promotion.

There are significant changes to the promotional pathways which requires that in the case of promotion from SF to SO (via LF rank) and SO to Inspector (via the LSO rank), there is a mandated requirement to call for promotion in the following circumstances:

1. At least every six months including the numbers required; and/or
2. At any time, the number of substantive SO's or Inspectors drops to within 10% of the minimum numbers of substantive SO's and Inspectors as outlined in the minimum staffing charts.

The new promotions clause therefore effectively creates enforceable trigger points that require promotion rather than relying on simply a cap on higher duties to ensure we maintain appropriate numbers at a substantive rank.



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What is 'appropriate' will be based upon the staffing schedules at Schedule 3 of the Award which will enshrine necessary minimum staffing numbers cross rank.

The same provision has been included in Part F to ensure promotion to substantive Superintendent and Chief Superintendent ranks occurs and minimum numbers across our Senior Officers are maintained.

There is significant detail to the new proposed promotional system however in essence what is proposed is simplified pathway for members.

1. Employees seeking promotion complete a pre-qualifying knowledge based assessment which is held 4 times a year and open to all eligible applicants. All applicants who pass the PQA can seek promotion via any of the three pathways below:
  - I. On advertisement of a promotional program, where the applicant is successful on merit on to the program they are provided the opportunity to complete the relevant promotional program.
  - II. On advertisement of a non-station based position where the employee meets a minimum period of two years in the role the employee may elect to complete promotional program while in that position.
  - III. On advertisement of a hard-to fill position where the employee meets a minimum period of two years in the role the employee may elect to complete promotional program while in that position.

On successful completion of the promotional program the employee would hold all the qualifications of SO at LFF rank and an Inspector at LSO rank and would be promoted to the substantive position on merit as positions are advertised.

Current LFFs and LSO must also be provided the opportunity to complete necessary qualifications to meet the same qualifications afforded to those ranks under this proposed promotional system.

## **STATION BASED AND NON-STATION BASED ROLES**

There is a new clause which re-titles the previous distinction between "operational" roles and "operational support" roles to station based and non-station based positions and ensures that all positions are properly defined within the scope of firefighter work.

It also makes changes to the payments for non-station based roles moving to a simplified rank plus allowance payment placing a 15% allowance on non-station based team member roles (previous OS2) and 20% allowance for non-station based team leader roles (previous OS3) positions.

The clause also provides a grandfathering provision for employees under the operational support structure who earn more than the proposed structure to retain their current remuneration.

In addition, the clause establishes new non-station based positions in each Area Command as follows:

- Four additional Training and Education positions including:
  - Driving and Appliances
  - Rescue
  - Breathing Apparatus and Hazmat
  - General and Basic Life Support
- One additional Leadership and Development position.
- Two additional Built Environment positions.



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- Two additional Community Engagement positions.
- One Recruitment position.
- One additional Bushfire Officer position.
- Two additional specialized Urban Search and Rescue Instructor positions (one located at Newcastle Fire Stations and one at Wollongong Fire Station).

The clause also establishes guaranteed alternate duties positions in station based roles (and roster) as follows:

- Relay Station Officer – 1 position per platoon located at City of Sydney
- Watchroom – 2 positions per platoon located at City of Sydney and 1 position per platoon at any location where a Duty Commander is located.
- Field Incident Technician – 1 position per platoon at any location where a Duty Commander is located.
- Rehabilitation/Hygiene Units – 2 positions per Unit (location to be determined in accordance with Clause 10).

## **UNION RIGHT and HSR RIGHTS**

There are various new clauses which recognises the rights of, and protects the role of HSRs and Union Delegates in the workplace.

## **CONDUCT RESOLUTION, REPORTS AND CHARGES**

Matters relating to conduct and discipline have been codified in the Award with a fair and transparent process.

## **MERIT SELECTION DISPUTES PANEL**

A new panel for determination of disputes regarding merit selection processes which includes a Union representative on the panel would be established.

## **REHABILITATION AND HYGIENE UNITS**

A new Rehabilitation and Hygiene Unit is to be implemented to provide systems and equipment for Rehab and Hygiene on the fireground and at incidents. The clause also seeks to expand the appliance to have the ability to carry and replace soiled/dirty PPE and BA sets.

## **HEALTH, WELFARE AND FITNESS**

There are various new clauses which go to employee health, welfare and fitness.

The specific health risks suffered by firefighters due to the nature of the industry including occupational cancer, PTSD/I and sudden cardiac events and stroke within 24 hours of a rostered shift are recognized in the Award. This clause supports presumptive legislation as the mechanism for providing compensation to firefighters who suffer these injuries.

There is also a new provision which requires FRNSW to maintain a register of employee exposure to any hazardous material, chemical or other hazard.

A new Health Screening clause establishes a process to implement a new voluntary and non-punitive health screening program for employees to replace the current health checks process. The screening program will provide comprehensive cancer screening, best practice cardiac and respiratory system checks, general practitioner consultation and testing (where available) for exposures to hazards, chemicals etc.



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The new fitness clause mandates the appropriate gym facilities for all work locations along with minimum time of 1 hour on duty for exercise. Where the specified gym facilities are not provided FRNSW must pay for gym membership.

## **VEHICLES, APPLIANCES AND EQUIPMENT**

This is a new clause requiring a joint review of the entire current operational fleet to ensure appliances are fit for purpose and meet the highest possible safety standards. The clause also requires consultation prior to any changes/modifications to existing appliances or the introduction of any new appliances and establishes a Vehicle and Equipment Subcommittee for this purpose.

## **STATION DESIGN, INFRASTRUCTURE AND AMENITIES**

This is a new clause requiring a joint review of all current fire stations to establish the necessary infrastructure modifications and amenities required to provide modern and safe fire stations which encompasses items such as:

- Clean/dirty areas
- Management of diesel particulates
- Appropriate amenities for employees of any gender
- Safe turn-out of vehicles and appliances.

The clause also requires the parties to develop a standard station design guideline for new stations and modifications to existing station along with requiring consultation prior to implementing new fire stations or making any modifications to existing fire stations.

The clause also establishes a new Infrastructure Subcommittee as the mechanism for consultation on infrastructure.

## **STATION RELOCATION, REDEVELOPMENTS AND RENOVATIONS**

This clause is a new provision which specifies the consultation requirements in the case of Station Relocation, Redevelopments and Renovations and inserts a new flat rate disturbance allowance in these circumstances which includes kilometre reimbursement for permanent and temporary relocation.



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## **PART B – ADDITIONAL CONDITIONS FOR INSTRUCTORS/TRAINING STAFF**

### **ADDITIONAL ALLOWANCES**

All instructors/training staff under these provisions will be provided with a Certificate IV in Training and Assessment along with a new allowance in recognition of this qualification.

Further, instructors and training staff will be able to apply to undertake further studies in a Diploma of Training and Assessment and there is a new allowance in recognition of this qualification.

There is also a new allowance for all driving instructors and a requirement for FRNSW to provide all driving instructors a Certificate IV in Heavy Vehicle Driving Instruction

### **TOLL REIMBURSEMENT**

This clause provides for all instructors and training staff to have all work related tolls reimbursed included tolls for all travel to and from the ESA and other training grounds.

### **SECURITY, CLASSIFICATIONS and SAFE STAFFING**

New provisions require that the development and delivery of all training for firefighters will be by employees covered under the Award.

These clauses also require the parties to establish and agree to safe staffing numbers for Training including instructor rations for FRNSW training programs. It also requires instructors delivering training to hold the vocational competencies being delivered.

It is also made clear that all instructor/training roles will be selected via merit and will be classified as non-station based positions.





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## **PART C – ADDITIONAL CONDITIONS FOR FIRE INVESTIGATION AND RESEARCH UNIT**

### **ADDITIONAL ALLOWANCES**

There is a new 4.5% allowance for all employees qualified to undertake Fire Investigation and Analysis duties while appointed

### **TOLL REIMBURSEMENT and VEHICLES**

All Fire Investigation and Research Unit staff would have work related tolls reimbursed included tolls for travel to and from home and their usual work location.

Along with a clause to establish a consultation and implementation process for new purpose built vehicle for Fire Investigators and Canine Handlers vehicles.

### **SECURITY, CLASSIFICATIONS and SAFE STAFFING**

These clauses require that all positions within the Fire Investigation and Research Unit are filled by employees covered by the Award and specifies the necessary minimum staffing requirements for Fire Investigation and Research.

This clause specifies that all fire investigation roles will be selected via merit and will be classified as non-station based positions.



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## **PART D – ADDITIONAL CONDITIONS FOR FIRE SAFETY**

### **ADDITIONAL ALLOWANCES**

This clause outlines the qualification requirements for all Fire Safety employees and requires FRNSW to provide those qualifications. It also makes provision for an allowance in recognition of these new qualifications.

There is also a provision for Safety Employees apply to undertake further studies in a Bachelor of Engineering and a new allowance in recognition of this qualification.

### **TOLL REIMBURSEMENT**

This clause provides for all Fire Safety employees to have all work related tolls reimbursed included tolls for travel to and from home and their usual work location.

### **SECURITY, CLASSIFICATIONS and SAFE STAFFING**

These provisions require that all positions within Fire Safety are filled by employees covered by the Award and specifies the necessary minimum staffing requirements for Fire Safety.

This clause specifies that all fire safety roles will be selected via merit and will be classified as non-station based positions.



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## **PART E – ADDITIONAL CONDITIONS FOR COMMUNICATIONS OPERATORS**

### **COMMUNICATIONS ALLOWANCES**

This clause provides for an increase to the current communication allowance and makes clear that the allowance is payable for all purposes.

There is also a new clause that provides for Communication trainers and instructors to also be eligible for the allowances payable to other instructors/training staff.

### **SECURITY, CLASSIFICATIONS and SAFE STAFFING**

These provisions require that all positions within Communications are filled by employees covered by the Award and specifies the necessary minimum staffing requirements for Communications.

This clause specifies that all Communications roles will be considered station based positions.

### **PROGRESSION, PROMOTION and SKILLS**

Employees in Communications will have access to the promotional pathways outlined in clause 61 for non-station based positions and will be able to be released from duty up to two weeks per year for skills maintenance and development.



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## **PART F – ADDITIONAL CONDITIONS FOR INSPECTORS, SUPERINTENDENTS AND CHIEF SUPERINTENDENTS**

### **EXECUTIVE OFFICER VEHICLES**

A new clause specifies the minimum necessary specification for Executive Officer vehicles and obliges FRNSW to provide a vehicle meeting those specifications to all executive officers.

### **SECURITY, CLASSIFICATIONS and SAFE STAFFING**

This clause establishes the necessary minimum numbers of Inspectors, Superintendents and Chief Superintendents and ensure all such positions are filled by employees covered under this Award.

### **SUPERINTENDENT AND CHIEF SUPERINTENDENT HOURS OF WORK**

This clause specifies the hours of work for Superintendents and Chief Superintendents and allows such hours to be worked on a flexible and self-directed roster. The clause also allows for Superintendents and Chief Superintendents to claim additional consolidated leave for additional hours of work to their self-directed roster.

### **PROGRESSION and PROMOTIONS and DEVELOPMENT**

Promotion to Inspector will be in line with Clause 61, which is the general clause relating to promotions.

Promotion to Superintendent and Chief Superintendent will be via a merit based process and requires promotion to such positions when substantive numbers drop to within 10% of the prescribed minimum numbers.

A new clause also provides for financial assistance and leave for Superintendents and Chief Superintendents to undertake professional development activities and makes clear that such cannot be used for punitive or disciplinary purposes.



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## SCHEDULES

### **SCHEDULE 1 – RATES OF PAY**

This Schedule contains a Table which specifies the Rates of Pay for each rank for each year of the Award.

### **SCHEDULE 2 – ALLOWANCES AND REIMBURSEMENTS**

This Schedule contains 2 Tables which the amounts of Allowances/Reimbursements payable to members under the Award.

### **SCHEDULE 3 – SAFE STAFFING TABLES**

This Schedule contains Tables which specify the required minimum safe staffing levels for Station Based and Non-Station Based employees including Executive Officers.

### **SCHEDULE 4 – PERSONAL ISSUE UNIFORM AND PPE**

This Schedule lists the necessary number of and items FRNSW are required to issue to each employee and includes provision for a new item of shorts as part of standard issue duty wear.