



# Log of Claims Information Sheet

## FBEU DRAFT LOG OF CLAIMS INFORMATION SHEET

Please see below a summary to assist members in understanding key items in the FBEU Draft Log of Claims. We note this is not intended to provide comprehensive reasoning behind each change but to address key issues that were raised by members through the feedback process.

### **RECALL TO DUTY: *Clause 29 – Overtime***

Member feedback has correctly identified an error in the re-drafting of this clause which suggested that there was to be a reduction to the minimum payment for a recall. This has been rectified and our position remains that there be a 4 hour minimum payment whether recalled to an incident or to general duty.

### **CONTRACTING OUT: *Clause 39 – Security, Safety of Work and Classifications***

Members have raised concerns that this provision has been inserted to *allow* contracting out. The FBEU strongly opposes the contracting out of any firefighter work and has inserted this clause to prevent it.

There have been various historic attempts from FRNSW to contract out the work of firefighters to external agencies. The intention of this clause is to tackle the issue head on by ensuring the following previous are met:

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.

### **SEVEN/EIGHT RESPONDING TO THE FIREGROUND: *Clause 40 – Safe Staffing and Systems of Work***

Member feedback has correctly identified a typo in the minimum number necessary to respond to an incident with appropriate safe staffing levels. The document has been corrected to now reflect the correct safe staffing level for FRNSW being eight firefighters.

### **MEDICAL FIRST RESPONSE: *Clause 41 – Medical First Responder Program***

We understand that across the membership there are varied views concerning the implementing any form of medical work. As members would recall from the last round of negotiations a key sticking point was FRNSW's determination to implement the ill thought out and dangerous PAD program.

The FBEU has included a position regarding medical work to counter this continued attack and ensure *if* any medical work is implemented it is only done following significant consultation and agreement with the Union and membership, and by ensuring remuneration in accordance with the historic SGM motion of minimum 12.5% pay increases.

This clause does not indicate firm support for the introduction of medical work and is designed to future-proof any progression of large-scale change to the current work of NSW firefighters without your support.

### **NO EVIDENCE SICK LEAVE: *Clause 47 – Sick Leave***

In line with consistent member feedback this entitlement has been increased from 3 instances to 4.



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## **EXTENSION OF THE 28 DAYS TO 3 MONTHS: Clause 28 – Higher Duties**

The proposed change to Clause 28 has had significant feedback which will be addressed as follows.

The initial 28 day cap on higher duties was designed to ensure that appropriate relief was maintained at a substantive rank and to prevent higher duties being used as a tool to slow down or prevent promotion. Unfortunately, a limited time period alone has not been sufficient to ensure FRNSW maintains the necessary relieving numbers nor promotes to substantive rank as required.

The proposed clause proposes to increase the period of time Leading Firefighter may act into the role of Station Officer and a Leading Station Officer 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.

This proposal 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.

Clause 61 not only makes significant improvements to the promotion pathways but also 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.**

Clause 61 therefore effectively creates multiple 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.

What is 'appropriate' will be based upon the staffing schedules which will enshrine necessary minimum staffing numbers cross rank. Staffing schedules are being calculated as we speak and will be published shortly once confirmed accurate.

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.

In order to offset these claims it was determined as part of an overall package on promotions and minimum staffing to also include a provision which would allow FRNSW to utilise these numbers in a more flexible manner for higher duties while still maintaining a cap of 3 months.