

## FBEU LOG OF CLAIMS

### CROWN EMPLOYEES (FIRE AND RESCUE NSW RETAINED FIREFIGHTING STAFF) AWARD 2020; CROWN EMLPLOYEES (FIRE AND RESCUE NSW PERMANENT FIREFIGHTING STAFF) AWARD 2020; and CROWN EMPLOYEES (DEATH AND DISABILITY) AWARD 2020 NEGOTIATIONS 2022

#### Preamble

The below forms the FBEU proposed log of claims for the 2022 round of Award Negotiations.

- **Section 1** contains claims which the FBEU is seeking in relation to both the Crown Employees (Fire and Rescue Retained Firefighting Staff) Award 2020 (**Retained Award**) and the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award 2020 (**Permanent Award**).
- **Section 2** contains claims specific only to the Permanent Award.
- **Section 3** contains claims specific to the Retained Award.
- **Section 4** contains claims specific to the Crown Employees (Death and Disability) Award 2020 (**Death and Disability Award**).

Where a proposed new draft of a current clause has been provided clause numbering is based on the Permanent Award for ease of reading however the updated drafting is intended to apply to the equivalent clause in the Retained Award. Where a proposed draft of a new clause has been provided the clause numbering is based on the FBEU's preferred clause number based on the Permanent Award

This proposed log of claims is provided in good faith for the purposes of negotiations. As such, it is provided on a without prejudice / without precedent basis.

The FBEU is providing this log on the basis that we are seeking a one-year term for the renewed Award with agreement on that Award being reached prior to the expiry of the current Award. Should agreement not be reached prior to expiry, and/or should agreement not be reached on a one-year term, the FBEU reserve our rights to review our log of claims with consideration of providing an expanded log of claims to reflect expanded time periods.

#### **Wages and Salary Increases**

In regards to our claim for wages/salary increases, the FBEU would consider to agreeing to an increase that meets the parameters of current wages policy on the basis that the Award, (including all conditions and the 1 year term) is agreed prior to the expiry of the current Award and there is no delay to wages increases for our members.

As with the other claims in the log, should agreement not be reached prior to expiry, and/or should agreement not be reached on a one-year term, the FBEU reserve our rights to review our wages claim and provided a revised claim on behalf of members.

## **Section 1 – Joint Claims - Permanent and Retained Award**

### **Claim 1 – Alterations to Disputes Avoidance Procedures (current clause 35 (Permanent Award) and Clause 26 (Retained Award)).**

The below clause updates the Disputes Procedure to provide a more efficient, streamlined and clear process for the management of disputes between the parties.

#### *35. Disputes Procedure*

*35.1 The parties recognise the need to promote prompt and genuine resolution of disputes as they arise.*

*35.2 Where a dispute has been notified, and while the dispute process as outlined below is continuing and remains unresolved, status quo will remain in place in accordance with the existing situation or practice that existed immediately prior to the subject matter of the dispute occurring or arising. No party shall be prejudiced as to final settlement by the continuance of work in accordance with the status quo.*

#### *35.3 Disputes Process*

##### *35.3.1 Step One*

*Employee(s) and/or Union representatives will place the matter before the relevant Senior Employee Representative and/or immediate supervisor. The relevant Senior Employee Representative and/or immediate supervisor will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.*

##### *35.3.2 Step Two*

*Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the next higher officer in charge of the relevant zone or region or other relevant Senior Employee representative. That officer or employee will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.*

##### *35.3.3 Step 3*

*Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Executive Director People & Culture. The Executive Director People & Culture will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.*

##### *35.3.4 Step 4*

*Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Commissioner. The claim, issue or dispute and all relevant circumstances relating to it will be fully reviewed by the Commissioner and the Union and all reasonable steps shall be taken in an attempt to resolve the matter.*

##### *35.3.5 Step 5*

*Failing agreement, the claim, issue or dispute may be referred to the appropriate Industrial Tribunal and or Court where all powers of such Tribunal/Court be exercised including any appeal rights in order to determine the dispute*

*35.4 It is the intention of the parties that Steps 1-4 of the Disputes Process should take no longer than twenty-eight days allowing seven days total for each step to be completed. At any time during the disputes process the parties may agree to meet to discuss the dispute.*

**Claim 2 – Alterations to the Organisational Change provisions (current clause 36 (Permanent Award) and clause 27 (Retained Award)).**

The below clause updates the Organisational Change provisions to provide a more efficient, streamlined and clear process for consultation and organisational change within the Award. The FBEU seeks the below clause with an aim to minimise unnecessary disputation and to ensure a clear method for input from staff into decisions regarding organisational change which impacts their work.

*36. Consultation on Organisational Change*

*36.1. This clause recognises the capacity of the Commissioner to make decisions to effect change within the Department. This clause likewise recognises that where the employer wishes to introduce or implement change within the department such change, as it pertains to the employment relationship, should be the subject of consultation with the Union acknowledging the unique nature of the firefighting industry.*

*36.2 Consultation as defined for the purposes of this Award means the full, meaningful and candid disclosure and discussion of issues and proposals with a genuine consideration of each party's views. It also requires full disclosure of the proposed change including relevant information pertaining to it, and a full and proper opportunity for the Union to consider and respond to the proposed change, along with an opportunity to provide an alternative proposal. Consultation shall provide a genuine opportunity to affect the outcome of any proposal prior to the making of a final decision.*

*36.3 No change pertaining to the employment relationship will be implemented prior to full consultation in accordance with this clause. This includes but is not limited to any change, removal or replacement to any of the following:*

- *Policies, Procedures, Standing Orders, Memorandums of Understanding, Regulations and Legislation which affect the firefighting industry;*
- *Technological change*
- *Systems of work*
- *Training*
- *Rostering*
- *Equipment*
- *Vehicles and Appliances*
- *Personal Protective Clothing and other clothing and uniforms*
- *Infrastructure and Station Design*
- *Any matters relating to health and safety*

*36.4 Consultation Process*

*36.4.1 Prior to making any decision to effect change in the circumstances prescribed by subclause 36.1, the Commissioner must consult with the Union.*

*36.4.2 Consultation will commence with a written notification to the Union regarding the proposed change(s). Such written notification will include an outline of the proposed change including all relevant information pertaining to it so as to allow the Union to fully understand the proposed change and its implication.*

*36.4.3 Thereafter there will be a reasonable opportunity for the Union to consider the proposed changes including an opportunity to meet with the Commissioner and/or relevant representatives so as to gather any further information relating to the proposed change and to discuss the proposed change.*

*36.4.4 Following such meeting or if a meeting is not sought by the Union, the Union will be provided with a reasonable opportunity to present its views in relation to the proposed changes. The Union may also choose to provide an alternative proposal at this time for consideration by the Commissioner. Where necessary, the parties will meet at this step to discuss the Unions response/alternative proposal.*

*36.4.5 The Commissioner and/or relevant delegate will respond to the Union's views and/or alternative proposal within a reasonable time frame. Where necessary the parties will again meet at this step to discuss the response of the Employer.*

*36.5 If, following the consultation process outlined in clause 36.4, there is a reasonable basis for the Commissioner to conclude that the consultation process has been exhausted, the Commissioner shall advise the Union accordingly and the following procedures shall then operate.*

*36.6. The Commissioner will notify the Union and the workforce affected by the proposed change of his/her decision in relation to the subject of the proposed change as well as the preferred process and timetable for its implementation.*

*36.7 If the matter remains in dispute, the Union may refer the decision to the Industrial Relations Commission. Such a referral should normally take place within 7 days however the parties recognise that at times, such a referral may take longer. In this case, a reasonable time frame will be appropriate. For the avoidance of doubt, the subject matter of such dispute may be in relation to either the consultation process, or the subject matter of the change, or both.*

*36.8 There will be no implementation of the change until either the parties agree or the Industrial Relations Commission determines the matter or orders otherwise.*

*36.9 The Union and the Commissioner shall be bound by any order, recommendation or determination of the Industrial Relations Commission in relation to the dispute.*

### **Claim 3 – New clause “Memorandums of Understanding / Interstate Agreements”**

In order to ensure matters regarding agreements with other fire services or interstate agencies are clear between the parties FBEU is proposing the insertion of the following clause:

*30. Memorandums of Understanding / Interstate Agreements*

*Any existing agreement and/or memorandum of understanding or like arrangement between the Department and another fire service and/or another agency or like entity (include arrangements with interstate organisations) which affects the response requirements of employees will be submitted to the FBEU for review within two months of the commencement of this Award. Any proposed new agreements, memorandums of understanding or like arrangements will be consulted on in accordance with clause 36.*

**Claim 4 – Alterations to Protective Clothing and Uniforms clause (clause 31 (Permanent Award) Clause 25 (Retained Award)).**

The proposed changes to this clause seek to recognise the vital role PPE/C plays in ensuring the health and safety of firefighters and allow for employee input into any decisions regarding new PPE/C.

*31. Personal Protective Clothing and Equipment and Uniforms*

*31.1 Recognising the inherently dangerous nature of firefighting work, and the uncontrolled environment firefighters work in, the Department shall supply to all employees appropriate personal protective clothing and equipment (PPE/PPC) and uniforms required to maintain the best possible standards of health and safety for operational and other duties required to be undertaken.*

*31.2 Such PPE/PPC and uniform will meet applicable national and/or international Standards or be otherwise agreed to with the Union.*

*31.3 No new PPE/PPC or uniform shall be implemented or introduced without full consultation in accordance with clause 36. There will be no changes to any existing PPE/PPC or uniforms without full consultation under clause 36.*

*31.4 Where any new PPE/PPC or uniform is introduced which requires training in its use, consultation in accordance with clause 36 will occur in relation to the training and implementation will not occur until the completion of the relevant training.*

*31.5 Employees supplied with the above clothing shall wear it in accordance with Departmental instructions.*

*31.6 The provision of wet weather gear shall be in accordance with existing practice, or as otherwise agreed between the parties.*

*31.7 The Department shall be responsible for any cost associated with replacing, repairing and or cleaning all PPE/PPC and uniform that must be worn and/or used by the employee.*

**Claim 5 – New Clause 32 “Vehicles, Appliances and Equipment”**

The below clause is a new addition intended to provide a clear and formal mechanism for employee input into organisational change decisions regarding Vehicles, Appliances and Equipment in recognition of the fact that the best asset the Department has when considering these matters are its own operational employees intended to utilise them.

The clause also recognises the key role vehicles, appliances and equipment play in maintaining firefighter health and safety.

### *32. Vehicles, Appliances and Equipment*

*32.1 Recognising the inherently dangerous nature of firefighting work, and the uncontrolled environment firefighters work in, the parties agree that all vehicles, appliances and equipment to be used by firefighters must be fit for purpose and maintain the highest possible safety standards.*

*32.2 The parties agree that during the life of this Award relevant representatives of the Department and the Union will conduct a joint review of the entire operational fleet with the aim of assessing all vehicles and appliances in use against the purposes outlined in clause 32.1.*

*32.3 Where current appliances and/or vehicles do not meet the objectives of 32.1 or the Union and/or Department have concerns in relation to that vehicle and/or appliance, such concerns shall be documented with the aim to reach agreement to resolve such concerns.*

*32.4 No new appliance, vehicle, or equipment shall be implemented or introduced without full consultation in accordance with clause 36. There will be no changes to any existing appliance, vehicle or equipment without full consultation under clause 36.*

*32.4 Where any new appliance, vehicle or equipment is introduced which requires training in its use, consultation in accordance with clause 36 will occur in relation to the training and implementation will not occur until the completion of the relevant training.*

### **Claim 6 – New clause 33 “Station Design, Infrastructure and Amenities”**

The below clause is a new addition intended to provide a clear and formal mechanism for assessment of deficiencies and risks within current fire stations/work locations. The aim is to allow for employee input into potential solutions / opportunities for improvement.

The clause also recognises the unique nature of the places in which firefighters work and live and the requirement for specific matters to ensure health and safety in the workplace.

### *33. Station Design, Infrastructure and Amenities*

*33.1 The parties acknowledge that Fire Stations are unique workplaces which require specific infrastructure and amenities.*

*33.2 The parties agree that during the life of this Award relevant representatives of the Department and the Union will conduct a joint review of all existing fire stations with the aim to provide a comprehensive report on required modifications for each existing station to provide for the necessary infrastructure and amenities at each station. This review should include (but is not limited to) a consideration of the following:*

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

*33.3 The parties agree to work towards the development of a guideline prior to the expiry of this Award to ensure standard and appropriate amenities in all new Fire Stations or in the case of modifications to existing Fire Stations.*

*33.4 The parties agree that no new Fire Stations or modifications to existing Fire Stations will occur without full consultation in accordance with clause 36.*

*33.5 It is not the intention of the parties to decrease the number of overall Fire Stations, appliances or crewing as a result of this clause.*

### **Claim 7 – New clause “Station Relocation, Redevelopments and Renovations**

This clause is adopted from the current Commissioner Orders (2014/24) regarding Station Redevelopments. This clause aims to update and add to those orders in order to allow for employee input into decisions regarding organisational change relating to Relocation, Redevelopment of Renovations of fire stations / work locations. It also aims to clearly outline within the Awards the conditions which apply to employees in these circumstances.

#### *34. Station Relocation, Redevelopments and Renovations*

*34.1 The following arrangements shall apply whenever the Department is considering a relocation, redevelopment, or renovation of a fire station/work location staffed by firefighters. No relocation, redevelopment or renovation of a station will result in a reduction of crewing, appliances or services unless agreed with the Union.*

*34.2 All aspects of any station/work location relocation, redevelopment and renovation will be in accordance with clause 36 along with the provisions of this clause.*

*34.3 Where relocation, redevelopment or renovation work results in the temporary relocation of the station within the station’s area, then the temporary location will be considered the station’s ordinary location for all purposes (e.g. relieving). Where temporary relocation within the station’s area is not practicable then the status of the station’s temporary location (ordinary or not) will be determined on a case-by-case basis with agreement with the FBEU.*

*34.4 Fire Station Relocation, redevelopment and/or renovation additional consultation process:*

*34.4.1 Where the Department are proposing a permanent relocation of a Fire Station or work location staffed by firefighters (whether this be to an entirely new premises or an alternative currently existing FRNSW premises); or redevelopment and/or renovation of an existing premises, the Department will notify the FBEU, health and safety representative and all affected staff in writing including a full proposal. This proposal will include but not be limited to the following:*

*Reasons for the proposed relocation, redevelopment and/or renovation;*

- *Indicative timelines for the project;*
- *Clear information as to how crewing numbers, current appliances and services will be maintained during any redevelopment and/or renovation works including any period of temporary relocation and/or following the occupation to the relocated premises;*

- *The proposed design and amenities for any temporary premises where temporary premises are required, (including where this is in temporary facilities on site at the relocated premises);*
- *The proposed design and amenities for the redeveloped and/or renovated fire or any new station/work location;*
- *Any other matters deemed relevant and requested by affected staff or the Union.*

34.4.2 *Affected staff, and the Union will have full consultation regarding the above proposal prior to any action by the Department to commence the redevelopment, renovation or relocation process.*

34.4.3 *All redeveloped, renovated, temporary and/or permanently relocated Fire Stations/ Work locations will at a minimum provide the following facilities/amenities:*

- *Facilities for the preparation and consumption of meals, recreation and rest and recline;*
- *Facilities to ensure privacy for all employees;*
- *Any other items agreed between the Department, the Union and affected employees.*

34.4.4 *Prior to occupation of any redeveloped, renovated, temporary and/or permanently relocated facilities, the Department will arrange an inspection of the premises. The inspection party will include, as a minimum, a representative of the Department capable of explaining in detail what work will be done and answering questions about the work, and an FBEU-nominated representative and the relevant Health and Safety Representative.*

#### 34.5 *Disturbance Allowance*

34.5.1 *Where redevelopment work results in on-duty firefighters experiencing any reduction in their access to and/or the standard of amenities (at their home station or at an alternate station/location) firefighters will be paid a 'Disturbance Allowance' for each shift worked at the affected station/location according to the degree of disturbance, as follows:*

*Low (1 - 30%) reduction in amenity = \$10.00 per shift*

*Moderate (31 - 70%) reduction in amenity = \$18.00 per shift*

*Significant (71% or more) reduction in amenity = \$26.00 per shift*

34.5.2 *The degree of disturbance will be determined in each case in consultation with a FBEU nominated representative prior to any employee being directed to occupy/work from any premises where redevelopment / renovation work is being undertaken. The degree of disturbance and applicable allowance may be reviewed during the period of the works should the degree of the disturbance change.*

34.5.3 *Firefighters who do not both commence and finish the shift at that station (e.g. firefighters on recall, out duty or stand by) will be paid 50% of the applicable rate for that shift.*

34.5.4 *Firefighters who perform overtime immediately prior to or following their rostered shift will be paid the Disturbance Allowance for that rostered shift only.*



*35.4.5 Authorisation for payment of the Disturbance Allowance can only be granted by the Commissioner, Director Greater Metropolitan or the Director Regional Operations. Payments will not be authorised without such approval.*

**Claim 8 – Alterations to Procedures Regarding Reports and Charges clause (Clause 38 (Permanent Award) and Clause 22 (Retained Award)).**

This clause is intended to provide a clear process for the Department to manage conduct related matters within the Award. It outlines the clearly the rights and process of the Department as an employer can follow to manage the conduct of their employees within the workplace whilst also acknowledging the rights of employees involved in these processes.

*38. Conduct Resolution, Reports and Charges*

*38.1 The below procedure will apply to all matters relating to conduct of an employee including formal reports and charges.*

*38.2 In all steps outlined in this process, the principles of procedural fairness and natural justice will apply including but not limited to:*

*38.2.1 The right to representation including Union representation if requested by the employee;*

*38.2.2 The right to complete particulars relating to the matter to be responded to in writing including but not limited to all allegations, any witness evidence and any other material necessary to be able to fully understand the matter alleged including official papers, correspondence or reports;*

*38.2.3 The right to all such material within a reasonable time frame prior to any required response to allow the employee and/or their representative to fully consider such material, access advice and consider a response. This time frame must be reasonable in all the circumstance but will be no shorter than 7 business days prior to any response.*

*38.2.4 The right to be heard in full in response to any matter including to give and call evidence on the employee's behalf.*

*38.2.5 The right to have any response recorded in writing where the employee wishes.*

*38.2.6 The right to have the matter heard and determined in a fair and impartial manner and by a fair and impartial person.*

*38.3 Resolution Procedure*

*38.3.1 Where a matter is brought to the attention of the employer relating to an employee's conduct the following resolution procedure will apply:*

*38.3.1.1 The employer will appoint an impartial employer representative to assess the matter based on the evidence, nature and seriousness of the allegations. Following this assessment, the employer representative will make one of the following determinations:*

*38.3.1.1 (a) where there is insufficient evidence, or the matter if proven would not constitute misconduct on the part of the employee, the employer shall not proceed any further and no record regarding the matter will be placed on the employee's file.*

*38.3.1.1 (b) where there is sufficient evidence, and the matter would constitute misconduct if proven, the employer will determine, based on the seriousness of the matter whether the matter should be resolved in accordance with one of the steps outlined in clause 38.3.2.*

*38.3.2 Where the employer has completed the process outlined in 38.3.1 the employer will then assess the seriousness of the matter and determine whether the matter should be resolved via one of the following mechanisms:*

*38.3.2.1 Information Resolution: where the matter is of a trivial nature the matter should be resolved informally. Such informal resolution should involve the employer representative meeting with the employee and their representative (should they elect to have one) to outline the alleged misconduct and seek to mutually settle the matter between the parties. Where informal resolution resolves the matter, no record will be placed on the employees file in relation to this matter and all meetings and documents relating to this process shall be held in confidence by the parties. Any settlement reached under this process is in confidence and without prejudice to any future proceedings if the matter remains unresolved following this step.*

*38.3.2.2 Formal Resolution: Where informal resolution fails to resolve a matter, or the employer holds a reasonable belief following the process in clause 38.3.1 that the matter is of a sufficiently serious nature, the employer may instead proceed to formal resolution of the matter. Formal Resolution should include the conduct of an investigation in to the matter and an appropriate opportunity for the employee to respond either via meeting or formal hearing. This process should determine whether any allegations of misconduct by the employee are either substantiated or not.*

*38.3.3 The principles outline in clause 38.2 will apply to both formal and informal resolution however an employee may elect to waive rights at any stage in process. Any such waiver must be explicit and in writing.*

*38.3.4 Where the process of formal resolution has been completed and it has been determined that misconduct on behalf of the employee has been substantiated the employer representative will recommend an outcome within 7 business days of completing the formal resolution process. Such outcome must be reasonable and proportionate to the misconduct that has been substantiated. The employee will be offered an opportunity to respond to the proposed outcome including any mitigating circumstances they wish considered.*

*38.3.5 No later than 3 business days following the employee's response (if any) the employer will make a final determination regarding the outcome and such will be advised to the employee and/or the employee representative in writing.*

*38.3.5 Following this, a report may be placed on the employee's file noting the substantiated conduct and outcome.38.3.6 No report about an employee shall be placed on the records or papers relating to that employee unless the employee concerned has been shown the said report.*

*38.3.6.1 If the employee disagrees with the report, the employee shall be entitled to make such a notation on the report.*

*38.3.6.1 Evidence that the employee has been shown the report will be by either the employee's signature thereon, or in accordance with subclause 38.3.6.3.*

*38.3.6.3 Where an employee refuses to sign the report, such refusal shall immediately be noted upon the report by the employee representative handling the report, in such cases, the Senior Officer will advise the employee that the refusal to sign will be noted on the report and that the report, together with such notation, will be placed on the records or papers relating to that employee.*

*38.3.6.4 Further to subclause 38.3.6.3, in such circumstances, the Department will notify the Union, in writing, within seven days of such refusal and the Union shall be given an opportunity of replying to the report.*

*38.3.6.5 If the employee so desires, any written response from either the employee or the Union shall also be placed amongst the records or papers relating to the employee or noted thereon.*

*38.3.7 Where the Department has, for its own purposes, arranged for a transcript to be taken of proceedings on a charge appeal or formal inquiry, a copy of such transcript shall be supplied, free of cost, to the employee concerned if, during the hearing or at the termination of the proceedings, a request therefore, in writing, is made by the employee.*

**Claim 9 – Alterations Anti-Discrimination clause (current clause 41 (Permanent Award) and Clause 33 (Retained Award)).**

This alternation is minor only with the addition of protection against discrimination on the grounds of an employee's status as either a union or employee representative.

*41. Anti-Discrimination*

*41.1 It is the intention of the parties bound by this Award to seek to achieve the object in 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age, responsibilities as a carer, status as a Union or employee representative (this includes employed and elected representatives).*

*41.2 It follows that in fulfilling their obligations under the Disputes Avoidance Procedures prescribed by Clause 35 of this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.*

*41.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.*

*41.4 Nothing in this Clause is taken to affect:*

*41.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;*

*41.4.2 offering or providing junior rates of pay to persons under 21 years of age;*

*41.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;*

*41.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.*

*41.5 This Clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this Clause.*

### **Claim 10 – New Clause “Rights of Union Representatives”**

This new clause is intended to ensure an employee’s right to freedom of association and freedom from injury in their employment on the basis of their union membership or participation in union activities.

#### *42. Rights of Union Representatives*

*42.1 The parties recognise the importance of freedom of association and the right to Union representation in the workplace.*

*42.2 As such, no employee will be dismissed or injured in their employment, or have their position altered to their prejudice or be subject to any act by the employer to their prejudice for reasons of:*

*42.2.1 Their status as an FBEU member, FBEU employee, or accredited representative;*

*42.2.2 Their participation or any proposal to participate in FBEU activities including but not limited to, consultation process, disputes process, campaigns and/or legal proceedings.*

*42.3 Accredited representative of the Union will also have rights to freedom of communication both in the workplace and outside of the workplace in order to express the views of the FBEU without fear of dismissal, injury of their employment or any act of prejudice by the employer. Where accredited representative express such views the accredited representative will be clear that in expressing the view they are doing so as an FBEU accredited representative with the authority of the FBEU and not as an employee of FRNSW.*

### **Claim 11 – Alterations to Special Leave for Union Activities clause (current clause 24 (Permanent Award) and 17 (Retained Award)).**

The alterations to this clause seek to clarify the applicability of these provisions.

#### *24. Special Leave for Union Activities*

##### *24.1 Attendance at Union Training, Conferences/Meetings*

*24.1.1 Employees who are members of the Union and accredited by the Union as a delegate, health and safety representative and/or member of the State Committee of Management (SCOM) are entitled to special leave with pay to attend the following:*

*24.1.1.1 Union training sessions/courses; and*

*24.1.1.2 conferences of the Union; and*

*24.1.1.3 annual conferences of the United Firefighters Union of Australia; and*

*24.1.1.4 meetings of the Union's Executive/Committee of Management; and*

*24.1.1.5 annual conference of Unions NSW; and*

*24.1.1.6 bi-annual conference of the Australian Council of Trade Unions.*

*24.1.1.7 meetings of the Death and Disability Board of directors.*

*24.1.2 While there is no limit on special leave for Union activities, such leave is to be kept to a minimum and is subject to the employee:*

*24.1.2.1 establishing accreditation as a delegate with the Union; and*

*24.1.2.2 providing sufficient notice of absence to the Department; and*

*24.1.2.3 lodging a formal application for special leave.*

*24.1.3 Such leave is also subject to the Union:*

*24.1.3.1 providing documentary evidence to the Department about an accredited delegate in sufficient time to enable the Department to make arrangements for performance of duties; and*

*24.1.3.2 meeting all travelling, accommodation and any other costs incurred for the accredited delegate; and*

*24.1.3.3 providing the Department with confirmation of attendance of the accredited delegate.*

*24.1.4 Providing the provisions of this clause are satisfied by both the employee and the Union, the Department shall:*

*24.1.4.1 release the accredited delegate for the duration of the conference, training or meeting;*

*24.1.4.2 grant special leave (with pay); and*

*24.1.4.3 ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.*

*24.1.5 Period of Notice*

*24.1.5.1 Generally, dates of conferences or meetings are known well in advance and it is expected that the Department would be notified as soon as accreditation has been given to a delegate or at least two weeks before the date of attendance.*

*24.1.5.2 Where extraordinary meetings are called at short notice, a shorter period of notice would be acceptable, provided such notice is given to the Department as soon as advice of the meeting is received by the accredited delegate.*

#### *24.1.6 Travel Time*

*24.1.6.1.1 Where a delegate has to travel to Sydney, inter or intra State, to attend a conference or meeting, special leave will also apply to reasonable travelling time to and from the venue of the conference or meeting.*

*24.1.6.1.2 No compensation is to be provided if travel can be and is undertaken on an accredited delegate's non-working day or before or after his/her normal hours of work.*

#### *24.1.7 Payment*

*24.1.7.1 Employees entitled to special leave in terms of this clause shall, for such special leave, receive their normal rate of pay. Provided that for the purpose of 55 this clause "normal rate of pay" will include allowances, except for the Relieving Allowance set at Item 16 of Table 3 of Part C.*

*24.1.8 Special leave in terms of this clause shall count as service for all purposes.*

#### *24.2 Attendance/Participation in union representative activities*

*24.2.1 The parties recognise the rights of employees to participate in Union activities in order to achieve objectives under this Award amongst other matters including ensuring employees are appropriately represented by Union representatives and maintaining a healthy and safe workplace.*

*24.2.2 In recognition of this right an employee who is accredited by the Union to represent it in relation to a particular matter will be granted the necessary time off during working hours to attend meetings and/or participate in relevant activities required to carry out their functions subject to the employee reaching agreement on a local level with the relevant officer in charge so as to enable the employee to perform the activities.*

*24.2.3 Where such meetings occur on an employee's rostered day off or during a period of leave, the employee will be granted special leave with pay in accordance with clause 24.1.*

#### *24.3 Attendance at Courses/Seminars Conducted or Supported by TUEF*

*24.3.1 Except where inconsistent with the provisions of clause 24.1 and 24.2, the provisions of this subclause shall also apply for attendance at courses or seminars conducted or supported by the Trade Union Education Foundation (TUEF).*

*24.3.2 Up to a maximum of 12 days in any period of two years may be granted to employees who are members of the Union.*

*24.3.3 The grant of leave to attend courses or seminars conducted or supported by TUEF, is subject to the following conditions:*

*24.3.3.1 Departmental operating requirements permit the grant of leave and the absence does not result in working of overtime by other employees;*

*24.3.3.2 Expenses associated with attendance at such courses or seminars, e.g. fares, accommodation, meal costs, etc., will be required to be met by the employee concerned but, subject to the maximum prescribed in subclause 24.3.2., special leave may include travelling time necessarily required during working hours to attend courses or seminars;*

*24.3.3.3 Applications for leave must be accompanied by a statement from the Union that it has nominated the employee concerned for such a course or seminar and supports the application.*

### **Claim 12 – New Clause “Health and Safety in the Workplace”**

This new clause aims to highlight the vital role health and safety plays in the firefighting industry and codify certain matters in relation to health and safety representatives.

#### *43. Health and Safety in the Workplace*

*43.1 The parties acknowledge the unique industry in which firefighters work and its inherently dangerous nature. In recognition of such the parties agree to work cooperatively to, as much as practicable, achieve a safe working environment.*

#### *43.2 Health and Safety Representatives*

*43.2.1 In order to assist in facilitating a safe working environment, the parties agree that the FBEU will, as the returning officer, ensure Health and Safety Representative positions are elected and filled as required and in accordance with NSW Health and Safety Act (2011) (NSW) and the Work Health and Safety Regulations (2017) (NSW), as amended from time to time.*

*43.2.2. The Department will ensure that employees elected as Health and Safety Representatives in accordance with 43.2 will have access, at a minimum, to computers, email, telephones, notice boards and meeting rooms in order to carry out their duties.*

*43.2.3 The parties agree that Health and Safety Representatives will be trained by FBEU approved training organisations. Health and Safety Representatives will give the Department notice of not less than 14 days to attend an accredited and FBEU approved health and safety training course and employees will be released from duty as required to attend.*

*43.2.4 Health and Safety Representatives will also be permitted to attend Union training courses.*

#### *43.3 Reporting Systems*

*43.3.1 The Department will make provisions for, and encourage within each workplace, the reporting of work health and safety issues by all workers including near miss incidents and exposures.*

*43.3.2 In order to ensure coordination, management and prompt resolution of all health and safety issues the Department shall maintain a register of all work health and safety issues reported. This*

*register will also include the date that the Department was notified of the matter and the current status of the matter with the Department including any resolution where resolution has been reached.*

*43.2.3 The department will maintain a separate register containing individual employee records relating to any injuries, illness, near miss or exposure to hazards reported to the Department. Upon request by the employee (or a representative of the employee) the Department shall promptly provide this information to the employee.*

*43.4 The parties agree to implement a Work Health and Safety Communication Consultation and Engagement policy within 6 months of the date of certification. Such policy will be developed via a joint working group of FBEU and Department representatives and will be implemented in accordance with clause 36 along with consultation with Health and Safety Representatives.*

## **Section 2 - Claims – Permanent Award**

### **Claim 13 – Alterations to Interstate and International Deployments Clause (current clause 12a)**

The intention of these changes is simply to extend the provisions relating to Interstate and International deployments to all deployments including those that occur within NSW or intrastate and to clarify the required accommodation standard.

This clause also seeks to avoid confusion by ensuring those deployed, along with the Union, are made aware of the conditions of such deployment prior to being deployed.

#### *12a. Interstate and International Deployments*

*12a.1 Subject to subclause 12a.3, the provisions of this Clause shall apply to employees who are invited and who elect to respond to an extended interstate or international emergency as part of a deployment.*

*12a.2 All employees who are invited and elect to respond to an extended interstate or international emergency as part of a deployment, along with the FBEU, will be made aware of the arrangements for that deployment including the following:*

*12a.2.1 The location of the deployment*

*12a.2.3 The timeframe of the deployment*

*12a.2.4 The expected amenities, meals and accommodation available throughout the deployment.*

*12a.3 In the case of routine cross-border incidents and/or interstate or international deployments of less than 48 hours and/or direction to respond to an interstate or international emergency, employees shall remain entitled to the general provisions of this Award and the special provisions of this Clause shall not apply.*

*12a.4 Employees shall be paid for travelling time to and from the emergency:*

*12a.4.1 on the day of departure until midnight Sydney time, in accordance with Clause 26, provided that subclauses 26.1.4, 26.1.7 and 26.2 shall not apply; and*



*12a.4.2 on any day between the day of departure to and the day of return from the deployment, in accordance with subclause 12a.5.2; and*

*12a.4.3 on the day of return, in accordance with Clause 26, provided that subclauses 26.1.4, 26.1.7 and 26.2 shall not apply.*

*12a.5 Employees shall be paid for work performed:*

*12a.5.1 on the day of departure until midnight Sydney time, at single time during their rostered hours of work pursuant to Clause 8, and at overtime rates otherwise; and*

*12a.5.2 for each day between the day of departure to and the day of return from the deployment, all time at single time, provided that:*

*12a.5.2.1 employees shall receive a minimum payment for each day equal to 16 hours per day, regardless of the hours actually worked; and*

*12a.5.2.2 any time actually worked at the direction of an employee's authorised supervisor in excess of 16 hours shall be paid at double time; and*

*12a.5.2.3 employees on double time pursuant to subclause 12a.5.3.2 who resume or continue work without having had 8 consecutive hours off duty shall continue to be paid at the rate of double time until released from duty for such period, and such employees shall be entitled to remain off duty for eight consecutive hours without loss of pay at subclause 12a.5.3.1; and*

*12a.5.3 from midnight Sydney time on the day of return, at single time during their rostered hours of work pursuant to Clause 8, and at overtime rates otherwise.*

*12a.6 Accommodation for Intrastate and Interstate Deployments*

*12a.6.1 Employees on an interstate deployment who are not provided with accommodation of a standard comparable to that required within a station environment shall be paid the relevant accommodation allowance at Item 7 of Table 4 of Part C or, if the deployment location is not listed in Table 4, the reasonable accommodation allowance for that location as published by Australian Taxation Office (ATO).*

*12a.6.2 Employees who are provided with accommodation shall be paid the Incidental Expenses Allowance set at Item 8 of Table 4 of Part C, for each day of attendance.*

*12a.6.3 The allowances outlined in clauses 12a.6.1 and 12a.6.2 will also apply to employees who are invited and elect to respond to a deployment within NSW.*

*12a.7 Meals for Intrastate and Interstate Deployments*

*12a.7.1 Employees on an interstate deployment shall be provided with substantial meals for breakfast, lunch and dinner throughout the period of deployment.*

*12a.7.2 For each meal not provided in accordance with subclause 12a.7.1, the Meal Allowance set at Item 14 of Table 3 of Part C shall be paid.*

*12a.7.3 Where employees are required to work between the meals provided for in subclause 12a.6.1, such employees shall be entitled to the refreshments and meals prescribed by subclause 10.1.*

*12a.7.4 This provisions of 12a.7.1-12a.7.3 will also apply to employees who are invited and elect to respond to a deployment within NSW.*

#### *12a.8 Deployment Allowance for International Deployments*

*Employees on international deployment shall be paid the Deployment Allowance set at Item 17 of Table 3 of Part C for each calendar day, or part thereof, from the day of departure until the day of return, inclusive.*

#### *12a.9 Additional Provisions*

*12a.9.1 While interstate or international deployment does not in itself attract the relieving allowance, a Relieving Employee shall continue to be paid the relieving allowance for those days on which the Relieving Employee would normally have been rostered for duty.*

*12a.9.2 An employee in receipt of any of the allowances set at subclauses 6.6.3 to 6.6.13 (inclusive) immediately prior to their deployment shall continue to be paid those allowances.*

*12a.9.3 An employee who was performing higher duties immediately prior to their deployment shall continue to be paid at that rate of pay of the rank or classification in which the higher duties were being performed.*

*12a.9.4 Any time worked pursuant to subclause 12a.5.2 shall only be compensated for by subclause 12a.5.2, provided that an employee shall continue to accrue leave as if they had worked their rostered hours of work pursuant to Clause 8.*

*12a.9.5 The provisions of subclause 6.8 notwithstanding, the Commissioner may approve an additional payment for an Executive Officer who, while on interstate or international deployment, worked additional hours to those contemplated by subclause by 6.8.2.*

*12a.9.6 Any stand off period shall be determined by the Commissioner having regard to each employee's actual hours of work prior to and during their deployment, and to their rostered hours of work following their deployment. Employees who are granted stand off time shall do so without loss of pay for ordinary working time during such absence.*

### **Claim 14 – New Clause “Country Relief”**

This clause has been included as a new clause in order to provide a mechanism to consider and ultimately resolve matters relating to country relief.

#### *45. Country Relief*

*45.1 The parties agree to establish a Country Relief working party on commencement of this Award. This working party will consist of 3 representatives of the department and 3 representatives of the Union.*

*45.2 This working party will work to establish a Country Relief model to be implemented and trialled during the life of this Award with a view to including such model within the provisions of the Award in future.*

*45.3 No Country Relief model will be implemented on either a permanent or trial basis without consensus of the members of the working party.*

**Claim 15 – Alterations to Rates of Pay and Allowances (Major Aerial Allowance) provisions (current clauses 6.6.3)**

The FBEU is seeking to extend the current Major Aerial Allowance provisions to apply to all qualified operators attached to the relevant station including Officers.

*6.6.3 The Major Aerial Allowance set at Item 3 of Table 3 of Part C, per week, for Non-Officers and Officers who are qualified to operate a Major Aerial Appliance and who are attached to a station with this equipment.*

**Claim 16 – Alterations to General Conditions for Operational Support Positions provisions (current clause 14.5.2)**

The FBEU is seeking to clarify these provisions to ensure the intention of the parties is clear in relation to the role of retained firefighters.

*14.5.2 In the event that no eligible employees apply for a ComSafe (only) Operational Support Level 1 or Level 2 position at subclause 14.5.1, or that the merit selection process finds those who did apply unsuitable for the ComSafe position in question, applications shall again be called for from eligible employees, and, if the Commissioner elects, from all Retained Firefighters with at least 48 months service with the Department as a Retained Firefighter as of the closing date for applications in the Commissioner's Orders, with the closing date of applications to follow four weeks thereafter. For the avoidance of doubt, applications from Retained Firefighters will only be called for following the completion of the all processes outlined in clause 14.*

**Section 3 – Claims – Retained Award**

**Claim 17 – Alternations to Attendance at Major Emergency provisions (current clause 29)**

This clause seeks to avoid confusion by ensuring those who attend major emergencies, along with the Union, are made aware of the conditions of their attendance prior to being deployed.

*29. Attendance at Major Emergencies*

*29.1 The provisions of this clause shall apply to those employees who attend a Major Emergency which has, following specification as such by the Commissioner, been deemed to attract such entitlements.*

*29.2 All employees who attend a major emergency in accordance with this clause, along with the FBEU, will be made aware of the arrangements for that attendance including the following:*

*29.2.1 The location to which they are to attend*

*29.2.3 The timeframe of their attendance*

*29.2.4 The expected amenities, meals and accommodation available throughout their time in attendance.*

*29.3 Travel Entitlements*

*29.3.1 Employees who are required to collect their firefighting uniform from the station shall be paid in accordance with subclause 9.1.1.1.*

*29.3.2 Employees who are required to use their private vehicle to attend the incident or a “pick up point” that is not at their station, shall be paid at the rate prescribed at Entitlement Code “KM” of Table 3 of Part B, for the return distance from the station to the incident or pick up point.*

*29.3.3 Employees who are provided with transport for any part of the forward and return journeys between their residence and the incident shall be entitled to be paid travelling time at the appropriate rate of pay for the employee’s classification for the time spent travelling, provided that:*

*29.3.3.1 Travelling Time shall not be paid for any part of a journey where the employee received payment under subclauses 29.3.1 or 29.3.2 of this Award; and*

*29.3.3.2 Travelling Time for the forward journey shall be calculated as being the total time between departure from the station or pick up point to arrival at the incident; and*

*29.3.3.3 Travelling Time for the return journey shall be calculated as being the total time between departure from the incident to arrival at the pick up point or station.*

#### *29.4 Accommodation Entitlements*

*29.4.1 Employees who reside further than 50 kilometres from the scene of the major emergency shall be entitled to be provided with appropriate accommodation where their attendance at the emergency extends beyond a single day or in such cases where it would be unreasonable to travel at the conclusion of duty.*

*29.4.2 Notwithstanding the provisions of subclause 29.4.1, the Commissioner may grant approval to provide appropriate accommodation to employees who reside within 50 kilometres of the scene of a major emergency.*

*29.4.3 Employees who are provided with accommodation shall be entitled to claim the incidental allowance prescribed at Item 7 of Table 5 of Part B, for each day of attendance.*

*29.4.4 Employees who have an entitlement to accommodation but are not provided with appropriate accommodation shall be entitled to claim an accommodation allowance in accordance with subclause 20.3.*

#### *29.5 Meals*

*29.5.1 Employees shall be provided with substantial meals for breakfast, lunch and dinner throughout the period of attendance at a major emergency.*

*29.5.2 Where meals are not provided to employees in accordance with subclause 29.5.1, an allowance set at Entitlement Code “MA” of Table 3 of Part B shall be paid. 29.5.3 Where employees are required to work between the meals provided for in subclause 29.5.1, such employees shall be entitled to the refreshments and meals prescribed by subclause 8.1.*

#### *29.6 Payment for time spent in Attendance*

*29.6.1 Where an employee's period of attendance at a major emergency is less than 48 hours, such employee shall be paid at the appropriate rate of pay for the employee's classification for the entire period of attendance.*

*29.6.2 Where an employee's period of attendance at a major emergency is greater than 48 hours, such employee shall be paid at the appropriate rate of pay for the employee's classification for the following periods:*

*29.6.2.1 on the day of departure from the employees' residence, the period from the time of departure to 2400 Hrs; and*

*29.6.2.2 on the day of arrival at the employees' residence following attendance at the major emergency, the period from 0000 Hrs to the time of arrival; and*

*29.6.2.3 for the period between the day of departure to and the day of return from attendance at a major emergency, all time less any periods of down time, provided that employees will receive payment of a minimum of 16 hours per day.*

*29.6.3 For the purposes of this subclause the "period of attendance at a major emergency" shall mean the entire period from the time of departure from the employee's residence until the time of return to the employee's residence following attendance at the emergency.*

*29.6.4 For the purposes of this subclause "periods of down time" shall mean periods of not less than 8 consecutive hours where employees are neither performing operational duties nor on stand by to perform such duties.*

#### **Claim 18 – Alteration to Payment of Monies clause (current clause 6.12)**

This alteration is to introduce a new subclause at 6.12.4 to ensure payment of monies to employees in a timely manner as required by the Award currently.

*6.2.14 Any payments not processed within two pay periods of the date of any work performed shall accrue interest at a rate of 0.1% per day until the payment is processed and paid.*

#### **Claim 19 – Alteration to Availability provisions (current clause 28.6)**

This alteration is to replace the current provisions relating to availability with updated and streamlined processes which clearly outline the rights of employees in relation to availability.

##### **28.6 Availability**

*28.6.1 Employees are required to declare a minimum number of hours during which they will be available to respond over the course of the coming week, and the days and times upon which this declared availability will apply.*

*28.6.2 The minimum number of hours required of each employee shall be known as compulsory availability, and shall be determined by their current retainer as provided at subclause 6.3.1.1.*

*28.6.3 If hours of availability in any given week is more than 24 hours, the days and times of periods of availability shall be determined by the Firefighter at their discretion.*

*28.6.4 If the period of availability of any Firefighter is only the compulsory availability hours in any given week, the Captain and Duty Commander may allocate the days and times as required by the Department, provided that an employee on the Standard Retainer cannot be assigned to a Weekday Retainer period without their consent.*

*28.6.4.1 Any Firefighter who has their days and times allocated by the Captain and Duty Commander may apply to have those hours varied, either in whole or in part, by written application to the Duty Commander, but must maintain the allocated hours until otherwise advised by the Duty Commander.*

*28.6.5 All Firefighters must declare their availability for the coming week, which starts at 0000 each Monday, prior to 1800 hours on each Saturday.*

*28.6.6 A Firefighter on a Standard Retainer may change their availabilities without notice at any point throughout the week, so long as they do not fall to their compulsory availability hours, and so long as the whole Station Management Team is informed about the change immediately.*

#### **Claim 20 – Update of Authorised Duties (current table 4)**

The FBEU is proposing an updated list of authorised duties contained in table 4 as listed below. This list reflects the current authorised duties.

- Appliance Maintenance:
  - Engine Keeping Duties
  - Hose Audit/Repairs
  - Restow
  - SIMS Duties
  - Transporting fire appliance for service/repairs/transfer
  - Transporting FRNSW equipment in private vehicle
- Community Safety Activities
  - CFU Training
  - Chemwise Program
  - Fire Safety Displays
  - Fire Permits
  - Open Day
  - Fire Education
  - Hydrant or Booster Inspections
  - Media, social media or photo shoot
  - Pre-Incident Planning
  - RescueEd
  - Safety Visits
  - Static Water Supply program
  - Any other public education activity
- Recruitment
  - Campaigning (eg social media, media, visiting businesses, information nights etc)
  - Merit Selection training
  - Physical Aptitude Testing
  - Selection Panel Interview
- Station Maintenance
  - Cleaning
  - Lawn Mowing/weeding/edges
  - Recharge BA Cylinders / BA and equipment checks
  - Taking out station bins
  - Changing community information signs
- Station Management
  - Access for subcontractors or to enable servicing/maintenance work to be carried out
  - Attendance/timesheet management
  - Availability management
  - CARS Reports
  - Correspondence
  - eAIRS report completion where insufficient time at the conclusion of calls
  - ESCAT Order/Receipt
  - SMART Authorisation
  - Debrief – formal or informal
  - FRNSW Court Appearances or Statements
  - Meetings – BFMC, Business, Cluster, Community, DEMC/LEMC, District, Staff, Local Government, Zone/Regional Conferences/meetings, and any other such meeting as authorised by the Department
  - WHS Activities – including HSR meetings or any HSR activities
  - ORP Activities
  - Drill Preparation
  - Response to urgent emails and/or other correspondence received outside of calls

### **Claim 21 – Engine Keeper Matter**

The FBEU notes that the role of Engine Keeper is currently a matter that is the subject of discussions between the party. The FBEU maintains its position in these discussions and await resolution. We reserve our right to reinsert our claim from the previous round of negotiations into this log of claims should the matter not be resolved via discussions between the parties.

### **Section 3 – Claims – Death and Disability Award**

#### **Claim 22 – New clause 8A “Review of Fitness for Duty and Permanent Incapacity Provisions”**

In recognition of the impact of clause 8 on both employees and the Department, and in order to ensure appropriate support for employees impacted by health-related matters the FBEU is proposing a review of the process provided for in Clause 8 during the term of this Award.

##### *8A. Review of Fitness for Duty and Permanent Incapacity Provisions*

*8A1. The parties agree that during the life of this agreement a working group will be formed to review the operation of the provisions of clause 8.*

*8A2. This working group will consist of equal numbers of FBEU and department representatives with the exact numbers to be determined by the working group itself.*

*8A3. The role of the working group will primarily to review the provisions at clause 8 with a view to ensuring the provisions are directed towards providing firefighters impacted by health-related issues in the workplace are provided with appropriate support to in the first instance in order to maximise their potential to return to the workplace either in full or altered duties.*

*8A4. In order to facilitate the review, the Department will provide the working group with de-identified details of each instance the procedure at clause 8 has been used.*

*8A5. The working group will report in writing to both the Department and the FBEU on its recommendations following completion of its review no later than three months prior to the expiry of this Award.*



FBEU Log of Claims  
Award Negotiations 2022  
Without Prejudice / Without Precedent