



SitRep 1

CODE RED STILL IN PLACE – STILL WAITING ON IRC DECISION

We are still waiting on Commissioner Sloan's decision from the IRC hearing on 13 December 2019 on the 2008/22 or 2019/20 dispute. This decision will be handed down on Tuesday.

This means there is still a code red or a ban on permanent stations being TOled for budgetary purposes. TOLing a permanent station, that is, moving a permanent station to a retained station because of a retained shortage, is TOLing for budgetary purposes.

Members are asked to adhere to In-Order 2008/22 until the decision is handed down. Please note there is an exception to In -Order 2008/22 that the 60km rule for the filling of retained shortages does not apply and Duty Commanders can fill those shortages through the most financially and operationally viable method. Permanent and/or retained staff can be used to fill a retained shortage, not one or the other.

NSW FIRES

As all of our members will be acutely aware, the fires have continued to rage on across the state. Over the past few weeks in particular we have seen the fires in Southern NSW in particular continue at a frightening pace and unfortunately resulting in the loss of lives.

We pay our respects to the three RFS volunteers who lost their lives protecting communities across NSW and to the widows and children left behind. To the families of Samuel McPaul, Andrew O'Dwyer and Geoffrey Keaton, we express our sincerest condolences to you all during this extremely difficult time.

To our members who have been on the frontline of this natural disaster, we are thinking of you and we are proud of all of your work so far.

PEAK HILL

On Thursday the 19th of December, the Union met with the department to discuss the fact that the safe and effective minimum crewing of four was not being adhered to at Peak Hill station. In a nutshell; the members at Peak Hill Station were given an inferior tanker and told that they could turn out with only two. This has serious ramifications for all members in that it sets a dangerous precedent and can see the erosion of conditions that have been put in place to ensure the safety of not only our members but also the public- four on an appliance isn't a number we've pulled out of thin air, it's taken over 110 years of firefighting to learn that this is the minimum number we need. In addition to this the department had told members that the union had agreed to these changes, and when asked to provide evidence of the fact, said "they couldn't find any agreement" and backtracked.



SitRep 1

The Union invited Peak Hill's Captain, Toni Jobson, who attended the meeting and spoke about the concerns he had. Even after spelling out our concerns, the department decided to respond with a short email that said that the current arrangements would apply. Winding back resources for regional communities in the middle of the worst fire season on record is nothing short of shameful. The Union ran a press conference which you can watch on SBS here; <https://bit.ly/2FxZleY>.

PAYMENT OF PERMANENT FIREFIGHTERS WHILE ON DEPLOYMENT

The method of payment naturally differs between both permanent and retained firefighters and are outlined as follows;

Permanent Firefighters:

As our nation remains in a state of emergency, the Union continues to receive enquiries from permanent firefighters around how they should be paid whilst on deployment.

We have previously provided an update on the ongoing Northern Rivers dispute and the impact it has on how permanent firefighters on emergency deployments are paid. Until the appeal is determined by the Supreme Court NSW, FRNSW will pay permanent firefighters for emergency deployments as follows;

- Overtime for the period of time a permanent firefighter is directed to start work until the time that they are directed to conclude work within each 24 hour period. It is expected that a firefighter will be required to work up to a maximum of 16 hours within a 24 hour period ensuring an 8 hour break.
- If an ordinary rostered shift occurs during the emergency deployment, then the hours will be paid at ordinary time.
- Travel time will be paid – recall kilometres from your base station to the 'mustering area' and overtime rates will apply to the time traveled from the 'mustering area/meeting point' to the incident ground.

FRNSW must provide adequate accommodation for all overnight stays. When accommodation is provided by FRNSW, members are also entitled to an incidental allowance. If accommodation is not provided, then the accommodation allowance for the relevant city or regional area will be paid.

Retained Firefighters:

Retained firefighters currently on deployments declared as a major emergency (clause 29) are to be paid in the following manner;



SitRep 1

Deployment less than 48 hours:

Firefighters are to be paid for all time in attendance at their appropriate rate of pay.

Deployment of more than 48 hours:

When a deployment extends beyond a 48 hour period payment will be calculated in three different ways.

- Arrival day is the day that the firefighter leaves their residence and arrives at the emergency. The firefighter will be paid from the time they leave their residence to midnight (24.00)
- When attending the incident ground in between the arrival and departure days, a firefighter will be paid a minimum of 16 hours (regardless of hours worked). This may change if firefighters do not receive 8 consecutive hours of rest time during a 24 hour period.
- Departure day is the day that the firefighter leaves the emergency and returns home. Here the firefighter will be paid from midnight (00:00) that day to the time that they return home.

During deployment firefighters are entitled to substantial meals for breakfast, lunch and dinner. If such meals are not provided then the applicable meal allowance should be paid. Equally if overnight stays are required, then FRNSW must provide adequate accommodation. If accommodation is not provided then a claim to the applicable accommodation allowance should be claimed.

Where firefighters are required to use their own private vehicle, they are able to claim a travel entitlement which will vary in particular circumstances.

Recently, a number of our retained members have raised concerns after having received notification from FRNSW payroll alleging a substantial overpayment. The main reason for the alleged overpayments appear to be a result of errors in the GARTAN system. There have been also been a handful of instances whereby the incorrect award provision has been applied by FRNSW payroll.

The Union has sought an immediate undertaking from FRNSW that no deductions from members wages be made whilst the matter is being investigated. FRNSW have given this undertaking and have confirmed that they will be conducting an audit to determine exactly what has happened.

If members have received a notice of an alleged overpayment in recent weeks that relate to a deployment and they are unclear or dispute the claim please contact either your Union rep or the union office.

STRIKE TEAM MEALS AND REFRESHMENTS



SitRep 1

The Union has received numerous inquiries from members relating to Clause 10 of the Permanent Award and Clause and Clause 8 of the Retained Award. These clauses cover the provision of meals and refreshments at incidents, including in this case, those involved in the Bushfire Task Force Operations.

These clauses are clear about the entitlements of firefighters not receiving adequate meal and refreshment provisions within the required timeframe.

This has been a constant and recurring issue, of insufficient and unreliable remote location food resources during this bushfire campaign. This then triggers clause 10.2 of the Permanent Award and clause 8.2 of the Retained Award relating to 'payment in-lieu' of Refreshments and Meals (i.e. allowances).

To clarify the interpretation of these clauses, the union provides the following information for ALL members:

- Firefighters are **NOT** required by the Award, to submit email confirmation or other written verification from their STL's, relating to supporting their allowance claim. The union should be notified immediately if a claim is rejected on this basis (i.e. due to them not providing written evidence).
- Under Strike Team Leader training, it is highlighted that STL's are the ones responsible for providing meals and refreshments, considering their crews award requirements and also (importantly), to keep sufficient records for FRNSW to initiate reconciliation, allow audit and to **avoid disputes**.
- Despite notifications to management, that inexperienced or unaware STL's are not keeping the proper meal records (the facility exists on the sign on sheet), some managers are attempting to force firefighters to chase up their relevant STL's for written email evidence. The union is very clear on this issue. It is managements' responsibility to provide their own group verification for audit purposes and not the responsibility of fire-fighters to support their individual claims.
- Claims for meals and refreshments are to be made by firefighters through T & E. As always, members should include as much information as possible to identify and explain your claim (i.e. strike team name, OIC, relevant calculation of entitlement etc), so that management can then make their own verifications / cross-checking.
- The union also reminds members, that when submitting a claim via T & E, the claimant is in fact declaring (through an electronic sign off), that they '**understand their claim is subject to audit and that there may be repercussions for submitting a false claim**'.
- In terms of standards for a 'substantial meal', the fireground meals guide quotes a number of examples of substantial meals that can be provided by suppliers to FRNSW. Essentially they list one 'main' component (e.g. burger, or footlong subway,) along with one or two sides (such as chips, hash browns, coleslaw, salad etc) and a drink.
- Whilst there is a 'cafe/bakery/takeaway' component of 2 x sandwiches, rolls or wraps in the guide, this does not mean that the sandwiches that have been provided to some members in esky's (these being of unknown age, source, temperature storage history and palatability), are automatically



SitRep 1

considered to be a substantial meal. Whilst appreciated in principal, there have been numerous cases of stale, out of date and unpalatable food, being accidentally provided in these esky's. FRNSW was not involved in the process of providing those sandwich/snack packs from their own sourced suppliers (or a bakery/cafe).

- All T & E claims should be processed by managers in a fair and timely manner. Managers creating onerous rules surrounding claims, could be viewed as direct breaches of the award and should be reported to the union immediately.

For further inquiries or issues relating to this, please contact your station delegate or sub-branch representative in the first instance for advice.

Leighton Drury
State Secretary