

Schedule 1 – without prejudice

Item	PSA's Claim	Reasons	RFS's Response
Hours of work			
1.	<p>With the exception of Mitigation Crews, an employee will be working overtime (compensated either by payment or leave in lieu of payment) if they are requested or required by the RFS to work:</p> <ol style="list-style-type: none"> 1. Before 7:30am or after 6pm on a weekday, or at any time on a weekend or public holiday; or, 2. In excess of 7 hours in a day. 	<ol style="list-style-type: none"> 1. To provide greater compensation for employees who are inconvenienced by working longer hours or hours at inconvenient times. 2. To create a financial incentive for the RFS to avoid employees working excessive work hours, with a view to improve mental health and general wellbeing. 	
2.	<p>In respect of Mitigation Crews, an employee will be worked overtime (compensated either by payment or leave in lieu of payment) if they are requested or required to work by the RFS:</p> <ol style="list-style-type: none"> 1. Before 7:00am or after 5:30pm on a weekday or at any time on a weekend or public holiday; or, 2. In excess of 7 hours in a day. 	<p>The entitlement arises if an employee commences work before 7:00am, as opposed to 7:30am, in order to facilitate the rostering of mitigation crews at 7am.</p>	
3.	<p>The award will require that all hours of work be recorded in a manner consistent with s 129 of the <i>Industrial Relations Act 1996</i></p>	<p>Existing legislative requirement. Clause 8.2 of the RFS Award is inconsistent with this requirement.</p>	
LA Time			
4.	<p>LA time will only arise if an employee works in excess of 7 hours in a day at the employee's request (subject to the RFS's approval).</p>	<p>Consequent to the amendments to the hours of work clause.</p>	
5.	<p>LA time can only be accrued between 7am to 7pm, Monday to Friday.</p>	<ol style="list-style-type: none"> 1. Intended to ensure that employees are not working LA time at inappropriate hours, facilitating managerial supervision. 2. Ensuring that time worked at inconvenient hours only occurs at the RFS's initiation and is appropriately compensated by way of overtime (including LIL). 	
6.	<p>LA time be renamed to an expression that avoids confusion with local arrangements under cl 10 of the Conditions Award.</p>	<p>To avoid confusion. The expression 'local arrangement' can give the impression that the RFS and its employees can enter into agreements which have effect in accordance with cl 10 of the Conditions Award.</p> <p>The PSA is agnostic towards the new name, but suggests 'Personal Hours', 'Personal Flexible Hours', 'Employee Hours'.</p>	
Classifications			
7.	<p>The Award will identify each role within the organisation and identify the classification they are to be paid at. To the extent the RFS wishes to create a new role, the award will need to be varied by consent or by arbitration.</p>	<p>Currently, the RFS may determine the classification (and therefore, rate of pay) for each role. The PSA contends that this practice provides a pathway for the setting of wages, outside of the supervision of the IRC and is inconsistent with the IR Act.</p>	

		The variation will ensure appropriate oversight of the wages payable to RFS employees.	
8.	<p>Amendments of the classifications (both in terms of structure and rates of pay), with a view to:</p> <ol style="list-style-type: none"> 1. Improve promotional opportunities. 2. Ensure employees are receive the same pay for the same work.¹ 3. Increase salary rates generally, but with greater increases for mitigation crews and administration officers. <p>It is the PSA's position that the variation to the classifications should not result in a restructure, or a requirement to 'spill and fill' existing employees.</p>	<p>It is the PSA's position that:</p> <ol style="list-style-type: none"> 1. there are approximately 23 years' worth of work value and productivity/efficiency gains which justify a significant increase in salary across the organisation. 2. The rates of pay for administration officers and mitigation crews have been historically undervalued including, in respect of the former, on the basis of gender. 3. That the existing discretion available to the RFS to determine the classification of any role, has resulted in the setting of unreasonable and unfair wages. To this end, we note that certain roles within Head Office are paid more than the equivalent roles in Districts. 4. That there are attraction and retention issues within the RFS, particularly in RFS districts and mitigation. 	
OCC			
9.	The award will require the RFS to have sufficient staff in the OCC to facilitate OCC operators taking leave in lieu of overtime.	It is the PSA's position that this is an existing and implied condition in the Conditions Award. It is included here to give clarity to the RFS's obligations.	
10.	'Sufficient staff' will be defined in the award to mean a certain number of OCC operators, to be discussed between the parties.	As above.	
11.	OCC operators to be paid overtime for their entire shift (including travel) if they are required to work a shift without 24 hours' notice.	<ol style="list-style-type: none"> 1. Fair and reasonable condition of employment. 2. Will facilitate attraction and retention of OCC operators. 	
12.	Five weeks recreation leave annually for shiftworkers.	<ol style="list-style-type: none"> 1. Intended to compensate for the inconvenience of being 7 day shift workers. 2. Will facilitate attraction and retention of OCC operators. 	
ACA			
13.	The PSA does not propose to delete the ACA.		
14.	Programmed overtime – to be defined as 'overtime, which is worked with, at least, 1 weeks' notice' and which is capped at 2 hours per week. Any overtime worked without 52 weeks' notice or in excess of 2 hours, will be compensated as overtime in addition to the ACA.	<ol style="list-style-type: none"> 1. Fair and reasonable conditions, while resolving the award ambiguity. 2. The purpose of 52 weeks' notice is to ensure that, at the time an employee agrees to receive the ACA, both parties understand the kinds of work which shall be compensated under the ACA. 	
15.	The ACA can be terminated by the employee, on notice.		

¹ The PSA understands that certain roles within Head Office are paid more than the equivalent role in Districts.

Excess Travel Time		
16.	Excess travel time to be compensated as overtime, with the employee entitled to elect between overtime pay or leave in lieu of pay.	<p>The Conditions Award provides an entitlement to the payment of either the hourly rate of pay or hour for hour time off, for employees who are performing excess travel time. Excess travel time is exhaustively defined and relevantly excludes the time ordinarily require to travel from home to the workplace. For some reason, the election between the manner of compensation is made by the Agency Head (instead of the employee).</p> <p>This is not fair and reasonable. At common law, time spent travelling (outside of the ordinary travel from home to the workplace) is consider work time for which the employee is entitled to wages: <i>Pryde v Warramunda Village Inc</i> [2000] FCA 1374 at [17] and [23]; <i>NSW Nurses' Association v SOS Nursing and Home Care Service Pty Ltd</i> (2009) 190 IR 112 at [22].</p> <p>Provided the travel is occurring outside the normal work hours, it is fair and reasonable the time be compensated as overtime.</p>
AHA		
17.	'Minor follow up work' will be defined as 'work which takes less than 15 minutes to perform'. Work which is not 'minor follow up work' is to be compensated as overtime.	The purpose of this amendment is to clarify scope of the AHA and to ensure that employees are appropriately compensated for work performed at inconvenient times.
18.	The AHA is to be increased to \$500 and increased by reference to the salary adjustments hereafter.	<p>The value of the AHA has degraded over time as it has not been increased by reference either CPI or salary increases, despite it being a salaried based allowance. The IRC's Wage Fixing Principles indicate the AHA should have been increased annually since 2003 by reference to salary increases: see <i>State Wage Case 2000</i> [2000] NSWIRComm 83 at Wage Fixing Principle 5(a); <i>State wage Case 2025 (No 2)</i> [2025] NSWIRComm 33 at Wage fixing Principle 7.1.</p> <p>The failure to increase has resulted in a cost saving for the RFS.</p> <p>An increase to \$500 exceeds what the allowance would be worth had it been increased in accordance with salary adjustments since 2003. The PSA considers this appropriate given the historical cost saving.</p>
Major Incident Conditions		
19.	<p>Major Incident Conditions to be renamed 'Incident Conditions'.</p> <p>IC will apply depending upon the nature of the incident (not whether a declaration is made).</p> <p>The PSA proposes that the parties enter discussions with a view to agree on parameters to objectively identify when IC apply.</p>	Employees should be compensated by reference the nature of work they are performing, not necessarily by reference to whether the RFS Commissioner has exercised a statutory function. This is consistent with s 10 of the IR Act.
20.	Fire Fighting Incident duties can be requested to extend to 5 shifts	Intended to mirror incident management duties in the current award.

21.	Standard shift length to be increased to 14 hours (inclusive of travel to and from accommodation to facilitate 10 hours rest).		
22.	The creation of an IMT classification structure with rates of pay. Employees will receive either their substantive grade or the IMT grade, whichever higher.	Currently, employees are paid their substantive salary while performing IMT duties. This does not compensate the employees for the value of their work. The PSA proposes that employees will be paid either their substantive grade or the IMT grade, whichever higher, to ensure that there are sufficient employees volunteering to undertake IMT duties.	
Allowances			
23.	Field Technicians allowance, with the parties to negotiate on the requirements to access this allowance, and the quantum of the allowance.	Compensating employees for performing complex or specialised duties which most employees are not qualified or required to perform.	
24.	Aviation Rescue Allowance, with the parties to negotiate on the requirements to access this allowance, and the quantum of the allowance	Compensating employees for performing complex or specialised duties which most employees are not qualified or required to perform.	
25.	Drone operator allowance, with the parties to negotiate on the requirements to access this allowance, and the quantum of the allowance	Compensating employees for performing complex or specialised duties which most employees are not qualified or required to perform.	
26.	Plant/machinery operator allowance, with the parties to negotiate on the requirements to access this allowance, and the quantum of the allowance	Compensating employees for performing complex or specialised duties which most employees are not qualified or required to perform.	
27.	Forklift operator allowance, with the parties to negotiate on the requirements to access this allowance, and the quantum of the allowance	Compensating employees for performing complex or specialised duties which most employees are not qualified or required to perform.	
28.	The PSA anticipates identifying further allowances to provide fair compensation for all specialised skills in the organisation.		
Miscellaneous claims			
29.	The award will identify time spent attending medical appointments or physical training during work hours, for the purpose of employment, are treated as work time.	Included to clarify that time spent at the direction of the RFS is work time.	
30.	When fulfilling another role (either by the RFS's request or the employee's request) that requires the employee to be temporarily accommodated at a location other than their home: 1. Clause 26 of the Conditions Award will apply; 2. The benefits in the TECA will apply.	1. To facilitate attraction and retention of employees to regional locations. 2. Otherwise, fair and reasonable (and largely an existing condition).	
31.	The award will identify the flexible working arrangements which are available to RFS employees.	To ensure that flexible working arrangements are enforceable.	
32.	The award will permit the PSA and RFS to agree upon different office hours on an office by office	To permit greater flexibility for the organisation, while ensuring that the PSA (as the employee representatives) has oversight to ensure that employees are not working at inappropriate times.	

	<p>basis (instead of the current requirement that office hours be 9am to 5pm, Monday to Friday).</p> <p>Each mitigation crew will be treated as an 'office' for the purpose of this entitlement.</p>		
33.	<p>At the request of an employee, the RFS must provide access to training on any matter desired by the employee which is relevant to the work of a different non-executive role.</p>	<p>Fair and reasonable condition of employment. Will facilitate attraction and retention of employees, and general upskilling of existing employees.</p>	
34.	<p>The award will be reviewed in 3 years' time, pursuant to s 19 of the <i>Industrial Relations Act 1996</i></p>		
35.	<p>The nominal term of the award will expire 12 months from the date the award is made.</p>		