



THE BUMPER MONITOR

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THE UFUA AVIATION BRANCH NEWSLETTER

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1. FROM THE SECRETARY

Henry Lawrence

Happy New Year to all members. I hope that you and your loved ones were all able to enjoy a safe and enjoyable festive season.

2017 is going to be a busy and challenging year for us all. There is “Strength In Unity” and it will be important for us all and to our success that we maintain our Unity and discipline throughout this year.

Canberra rest/recline issues

You will undoubtedly have seen the Channel 7 coverage [short snippet from interview with Branch Secretary] of the rest/recline facilities for our members at Canberra airport. Since last Friday night [13th January] coverage has extended to the Canberra Times, WIN news in Canberra [Branch President Jon Vaughan interviewed] and the Branch Secretary interviewed on Radio 2CC on Tuesday 17th January. The Canberra Times and ABC have indicated they will be doing follow up stories on the rest/recline issue.

New PPE – AS/ARFF more concerned about exposure of new gear to old foam at Darwin and Townsville than safety of our members



As you are probably now aware, Airservices/ARFF have procured new PPE for your protection on the job. An email from Airservices/ARFF indicated that the rollout of the new PPE would be done on a phased basis and that “due to the improved moisture evaporation score the rollout will have a focus on the warmer Northern and Western regions first.” Curiously however, when I looked at the rollout schedule, Townsville and Darwin, both in the “Northern and Western” regions are not being issued with the new PPE until the first or second quarter of the 2018/19 financial year. When asked why this is so, this is the response the Union received.

From: [REDACTED]@AirservicesAustralia.com]
Sent: Wednesday, 11 January 2017 8:59 AM
To: branchsecretary@ufuav.asn.au
Cc: [REDACTED]@AirservicesAustralia.com>
Subject: RE: Update to HSR's and volunteers assisting in new PPE trials [SEC=UNCLASSIFIED]

Good morning Henry

*Townsville and Darwin stations operate under contract with the Department of Defence and are still using foam containing PFOS/PFOA. **We do not wish to expose the new PPE to the old foam.** [my emphasis added]*

We are currently in contractual negotiations with Defence to transition to Solberg foam—once this transition has occurred we will be able to roll out the new PPE to Darwin and Townsville.

Regards

[REDACTED]

[REDACTED]

ARFF rate your health and safety below their concern for what damage firefighting foam might do to their PPE. This response is totally unacceptable and has been brought to the attention of Comcare and will be followed up further with ARFF. Depending on ARFF's response it may be necessary to take this matter further.



We don't think so

ARFFS Regulatory Review

It is necessary to correct some detail in our newsletter issued in December. The reference to the review said that the future of at least 5 stations is in doubt. The reference was meant to only state that the provision of ARFFS to at least 5 stations is unlikely for the foreseeable future.

All current ARFF Units will not be affected by the new regulations so it seems that our lobbying and submissions to the review were successful to the extent of maintaining current ARFFS coverage.

EA Negotiations

Negotiations for a new Enterprise Agreement will be commencing very shortly. On Monday 23rd January] our BCOM attended a meeting with AS/ARFF representatives in Canberra. AS/ARFF invited the BCOM to Canberra “to discuss issues relating to upcoming EA negotiations, to discuss the broad context of the EA negotiations, an update on the changes introduced through the Accelerate program, ARFFS strategic direction and ARFFS relationship with its employees and the UFU going forward.”

At the meeting on the 23rd, ARFF tabled the following proposed timetable for negotiations. Note that the dates are indicative only and are subject to change if required. The items in the “Action” column of the document are also indicative only and the actual items for discussion will only become clear after both the Union and ARFF have tabled their logs of claims.

ARFF EA – Indicative bargaining timeline

Principles:

- Parties work together with the aim of facilitating a vote on a new ARFF EA before the nominal expiry date of the current ARFF EA (22 May 17).
- Parties agree to exchange a full log of claims early in the bargaining process (and undertake all steps necessary to present log of claims, including gaining member/Executive endorsement before commencement of bargaining).
- Parties schedule topics and are ready to discuss those topics in each meeting.

Action	Indicative date
Pre-meeting with UFU in relation to arrangements for bargaining and facilities	Week commencing 20 Feb 17
Formal commencement of bargaining. Airservices issues NERR	Week commencing 27 Feb 17
First bargaining meeting <ul style="list-style-type: none"> • Finalise bargaining protocols • Airservices and UFU present logs of claims • Finalise bargaining schedule 	Week commencing 13 Mar 17
Second bargaining meeting <ul style="list-style-type: none"> • Leave 	Week commencing 13 Mar 17
Third bargaining meeting <ul style="list-style-type: none"> • Hours of work • Rostering • FIFO 	Week commencing 20 Mar 17
Fourth bargaining meeting <ul style="list-style-type: none"> • Agreement administration • Consultation • Dispute resolution 	Week commencing 20 Mar 17
Fifth bargaining meeting <ul style="list-style-type: none"> • Remuneration • Allowances • Travel • Transfers 	Week commencing 27 Mar 17
Sixth bargaining meeting	Week commencing 27 Mar 17

Action	Indicative date
<ul style="list-style-type: none"> Revisit outcomes/drafting from Second to Fourth bargaining meetings 	
Seventh bargaining meeting <ul style="list-style-type: none"> Responsibilities and support Discipline, redeployment and termination of employment 	Week commencing 3 Apr 17
Eighth bargaining meeting <ul style="list-style-type: none"> Revisit outcomes/drafting from Fifth bargaining meeting Unresolved issues 	Week commencing 3 Apr 17
Ninth bargaining meeting (and additional meetings as required) <ul style="list-style-type: none"> Revisit outcomes/drafting from Seventh bargaining meeting Unresolved issues 	Week commencing 10 Apr 17
Finalise draft EA	By 17 Apr 17
Airservices to provide draft EA and funding declaration to APSC for approval.	Early in week commencing 17 Apr 17
APSC approval	Received in week commencing 1 May 17
Airservices/UFU communications with employees about proposed EA	17 Apr to 8 May 17
Employees provided with relevant documentation and notified of the time, place and method of the vote before the access period starts	Before 11.59pm on Mon 8 May 17
Access period starts	Start of Tue 9 May 17
Access period ends	End of Mon 15 May 17
Vote	Opening Tue 16 May 17 Closing Mon 22 May 17
Nominal expiry date of ARFF EA 2013-2017	22 May 2017
Application to Fair Work Commission for approval of EA	As soon as possible after EA is approved (and within 14 days)
Commencement of new EA	Seven days after FWC approval

Our EA survey closed on January 9th and we are using the responses and comments from members to formulate our log of claims for negotiations.

We will be communicating with you throughout the negotiations and will be using technology which will allow us to communicate with you personally or at your station. We hope through your BCOM Delegates and Organisers that you will jump on board with us so we can really be in touch with you all the way. Negotiations are going to be difficult so we want to make sure that you are informed as fully as possible and understand what is happening and we can have your input to assist in negotiations.

Henry

2. F3 FOAM

Some of you may be aware of a recent article that was published on 17 November 2016 in the International Airport Review titled: **Can F3 agents take the fire security heat?** The article discusses a recent foam seminar held in Singapore that examined this question. It was aimed at showcasing latest foam research and included a planned F3 fire test demonstration.

The seminar was entitled 'The Future of Firefighting Foams: Minimising its Environmental Impact for Greater Sustainability' and jointly organised by the Singapore Aviation Academy and the International Aviation Fire Protection Association.

It is stated in the International Airport Review article that F3 foams allegedly twice failed to extinguish the test fire on the first day and then on the second day it was replaced by a C6 foam which despite the '**variable**' environmental conditions easily extinguished the test fire. The subsequent F3 tests were then supposedly cancelled due to what was described as environmental reasons, heat humidity etc. This same article also raised concerns regarding longevity of the foam blankets at an incident in 2013 at the Caltex Banksmeadow facility in Sydney. F3 agents used on an unignited gasoline spill allegedly lasted only 15-20 minutes between top-ups. While Fluoroprotein foam lasted 4.5 times longer at 90 minutes between top-ups, retaining adequate vapour control.

Many of the older staff may remember that this is not the first time that this issue regarding the performance of F3 foams has been raised either. In 2012 a company called Falk Nutec and RPI conducted tests that did not show the F3 foam in a very good light. While the various foam companies have strong marketing reasons to discredit each other's products and what they write and how they write it may not be as reliable or as black and white as we would like. It is important for our members to know, especially our newer members who have not seen any other foam to judge its performance by. We also need to know that the foams we use will work just as well in Darwin's sweltering heat and humidity as they do in Hobart's coldest winters.

This is an added risk on top of ARFFS lack of '**Operationally Adequate**' amounts of agent at the larger category stations. This alleged performance gap of F3 foams is also acknowledged by the NFPA NFC 403 which requires a lot more agent if F3 foams are used:

Category 9: AFFF 36,200 litres	F3 46,500 litres (10,300 litres more)
Category 10: AFFF 54,000 litres	F3 67,500 litres (12,500 litres more)

It should be noted that despite these significant concerns raised regarding performance, independent accreditation to ICAO level B testing is available for the current F3 foam used by ARFFS. The UFU also does not advocate a return to C6 or C8 foams. The issue we raise is ARFFS have known of a potential performance gap in our primary firefighting agent for nearly 4 years now and transition to ICAO level

C foams seems to be ARFFS answer to this safety issue. Given that rapid control of the critical area is so crucial to ARFFS operations our members may be left wondering why they haven't changed yet. Or worse why does the ARFFS Operational Authority think we can run right on the ICAO minimum standards with F3 as our primary agent at three of the busiest airports in Australia or even worse yet use remission?

Isn't Safety the highest priority?



3. UFU LESSONS LEARNED NUMBER 5

American Airlines (Flt 383)

Boeing 767-300 ER

Oct 28, 2016 (15:26hrs)

Chicago O'Hare Airport

Crew on board: 9

Pax on board: 161

Total fatalities: 0

Minor Injuries: 20 (CFD) 8 (AA)

Serious Injuries: 0



The uncontained failure of a GE CF6-80C2B6 engine occurred on a Boeing 767-300 (N345AN) during the take-off roll at Chicago O'Hare International Airport. An emergency evacuation of the 161 passengers and nine crewmembers on board was conducted.

The airplane experienced an uncontained failure of the right engine about 6,550 feet from runway 28R threshold, and came to a full stop about 9,225 feet from runway 28R threshold. Preliminary FDR data show that the right engine failure occurred at an airspeed of about 128 knots with the engine operating at take-off power.

Approximately two seconds after the engine failure, at an airspeed of about 134 knots, the take-off was aborted. The aircraft rapidly decelerated, coming to a stop about 25 seconds after the throttle reduction. As a result of the uncontained engine failure, a fuel leak resulted in a pool fire under the right wing.



The right engine stage 2 high pressure turbine disk fractured into at least 4 pieces. One piece went through the inboard section of the right wing, over the fuselage and into a UPS warehouse facility, 900 metres from the runway.

Investigation showed that one of the fractures exhibited features consistent with fatigue cracking initiating at an internal inclusion near the forward side of the hub's inner bore. The disk had 10,984 cycles and had a life limit of 15,000 cycles.



Airport Rescue and Fire Fighting personnel began applying foam within 2 minutes 51 seconds of being notified of the emergency.



Airport Overview with Disk Fragment Locations

GE is one of the world's leading aircraft engine manufacturers with over 30,000 engines currently in service all around the globe.

GE have stringent quality control and safety systems in place.

This Aircraft was well maintained, professionally staffed and serviced properly by a quality Airline. The part that failed (High Pressure Turbine Disk) was well within its service life of 15,000 cycles, but had a manufacturing flaw (inclusion) in the casting process.

This incident, like some of the previous lessons learned, just highlight that despite rigidly sticking to the safety requirements the aircraft still failed in a spectacular fashion endangering the lives of the 161 passengers and 9 crew on board.

This is the reason ICAO recognises we need have an ARFF in place at all certified airports.

The other interesting bit of research into this incident is the ARFF itself. The ARFF in Chicago O'Hare is run by the Chicago Fire Department who obviously take their responsibility for public safety very seriously. If they adopted a minimalist, barely compliant is good enough policy like we are seeing being promoted by ARFFS here in Australia they could get by under the FAA rules with only 8 staff one for each ARFF truck and in fact some airport owned ARFF's in the US do this.

The Chicago Fire Department though, led the way for operationally effective ARFF service provision:

Note the figures here are a collective from various websites as the CFD website, Firemap, Wikipedia and several facebook pages all vary slightly in crew sizes and vehicle dispositions. However the staffing levels of 5 f/f's per engine crew, and 2 f/f's per ARFF vehicle check out across the websites so at best 57 staff at worst 45 across 3 or 4 operational stations. There is also an AMC (maintenance compound) and Rescue 4/Training station on the airport.

CHICAGO FIRE DEPARTMENT O'HARE INTERNATIONAL AIRPORT DIVISION

O'Hare Rescue Station #1

ENGINE 12 (5 Staff) (22 staff)
TOWER LADDER 63 (ALS Staffed) (2 Staff)
EMS AMBULANCE 26 (ALS Staffed) (2 Staff)
5-1-2 (Haz-Mat. Unit) (3 Staff)
5-3-1 Mass decontamination unit (1 Staff)
6-5-3 (ARFF Crash Unit) (2 Staff)
6-5-7 (ARFF Crash Unit) (2 Staff)
6-5-8 (ARFF Crash Unit) (2 Staff)
6-5-10 (ARFF Crash Unit) (2 Staff)
5-7-3 (Rehab. Unit) (1 Staff)

O'Hare Rescue Station #2

ENGINE 10 (ALS Staffed) (5 Staff) (15 Staff)
EMS AMBULANCE 16 (ALS Staffed) (2 Staff)
Special 6-3-5 (Portable Stairway Unit) (1 Staff)
6-5-4 (ARFF Crash Unit) (2 Staff)
6-5-5 (ARFF Crash Unit) (2 Staff)
6-5-6 (ARFF Crash Unit) (2 Staff)
Special 2-7-8 (Airport Command Van) (1 Staff ICS Support)

O'Hare Rescue Station #3

(15 Staff)

ENGINE 9 (ALS Staffed) (5 Staff)
EMS AMBULANCE 59 (ALS Staffed) (2 Staff)
Special Squad 7 (Heavy Rescue) (3 Staff)
Squad 7A (Mini-Pumper) (3 Staff)
9-2-4 (Mobile Ventilation Unit) (1 Staff)
Deputy District Chief 2-1-23 (1 Staff)

O'Hare Rescue Station #4 (Training) and AMC

(3 Staff)

Battalion Chief 6 (BC6) (1 staff)
6-5-9 (ARFF Crash Unit) (2 Staff)
4 Reserve ARFF Crash Rescue Units (6-5-11, 6-5-12, 6-5-13, 6-5-14)
4 Spare Engines (E9r, E9s, E10r, E10s)
2 Spare Tower Ladders (TL63r, TL63s)
8-8-1(Mass Casualty Unit)
8-8-1A (Mass Casualty/EMS Support Unit)

TOTAL OF 55 ARFF STAFF ON DUTY

http://chicagoareafire.com/CAF_Div_9_D3.html

http://chicagoareafire.com/Div_9_D_B6_127.html

<http://chicagoareafire.com/blog/tag/ohare-airport-firefighters/>

<http://chicagoareafire.com/blog/tag/chicago-ohare-airport-arff/page/2/>

https://en.wikipedia.org/wiki/Organization_of_the_Chicago_Fire_Department



4. FAILURE TO VOLUNTEER FOR OVERTIME NOT INDUSTRIAL ACTION

Workplace Express, Tuesday, January 17, 2017

The FWC has declined AGL's request for an order to stop what it suspects is industrial action by employees at its Loy Yang A power plant in Victoria after it was unable to secure enough employees to work overtime, leading to the company being unable to bring two of its four power generating units back online on the weekend.

In an urgent hearing on Sunday in Melbourne, Commissioner Julius Roe refused the s418 order sought by AGL Loy Yang Pty Ltd because he could not be certain that the alleged industrial action was "happening or is threatened, impending or probable or is being organised."

AGL claimed that employees at its Latrobe Valley power station were engaging in unprotected industrial action when it was unable to secure employees to work overtime following a shutdown of one of Loy Yang A plant's 525MW generating units on January 12.

It is alleged that problems with finding enough employees to cover the overtime shifts had persisted from January 13, leading to the closure of another of the generating units.

AGL's inability to secure overtime workers led to a "significant" reduction in its generating capacity, disrupted operations and resulted in income losses, it claimed.

Commissioner Roe said there was "good reason" to suspect that AGL's difficulties and its employees' refusal to work overtime was a direct response to the employer succeeding in its bid to terminate the Loy Yang Power Enterprise Agreement.

However, he said there was inadequate evidence to prove that employees were unreasonably refusing to work overtime.

He said the employees' refusal was consistent with their rights under the terms of the agreement.

The CFMEU claimed that AGL conceded it was often difficult to get enough employees to work overtime to cover shifts and that staffing at the plant had been "very tight".

It said there was no evidence the union or its officials were responsible or had organised such activities.

Commissioner Roe said that the evidence was not strong enough to draw a clear link or inference about the cause of the employees' refusal to work overtime.

"I am not able to be satisfied that the actions of the employees has been contrary to custom and practice regarding the performance of overtime," he said.

The Commissioner noted that his decision in the matter had involved a "fine balance" and warned that if problems with overtime persisted at the site, or if further evidence emerged implicating either the CFMEU or its officials, then "the decision might be quite different".

5. DEBATE OVER SHIFT CHANGES STALL OCEAN CITY NEGOTIATIONS

A dispute on labor hours between Ocean City, MD Local 4269 and the town of Ocean City has again failed to reach a concrete resolution, following a meeting with a neutral arbitrator. The dispute is over a proposed change to fire fighter and emergency medical service personnel labor hours. The proposal, made in March 2016, would change the hours from 24-hours on duty followed by 72-hours off duty, to a series of 12-hour shifts.

6. WHAT IS PRESUMPTIVE LEGISLATION?

In 2011 the Fair Protection for Fire fighters Bill received Royal Assent from the Australian Commonwealth Government. Accordingly, the Commonwealth Safety Rehabilitation and Compensation Act (SRC Act) was amended to recognise that employment as a fire fighter contributes, to a significant degree, to the contraction of cancer. The SRC Act provides a rebuttable presumption that 12 specific cancers are work-related due to fire fighters exposure to the by-products of incomplete combustion. These materials do not discriminate between the operational or training environment. Under this presumption, if a fire fighter is diagnosed with one of the twelve cancers listed in the Bill, and has served as a fire fighter for the relevant qualifying period, it will be presumed that the cancer is an occupational disease and is therefore compensable. For each of the specified cancers, the Bill also includes a minimum length of service for which a fire fighter must have been engaged in order to access workers' compensation under the presumption. The specific cancer types and the associated minimum qualifying service periods are listed below.

Cancer Type Qualifying Period of Service

Primary site brain cancer	5 years
Primary site bladder cancer	15 years
Primary site kidney cancer	15 years
Primary non-Hodgkin's lymphoma	15 years
Primary leukaemia	5 years
Primary site breast cancer	10 years

Primary site testicular cancer	10 years
Multiple myeloma	15 years
Primary site prostate cancer	15 years
Primary site ureter cancer	15 years
Primary site colorectal cancer	15 years
Primary site oesophageal cancer	25 years

If you require additional information, including legal advice on these matters please contact our office on [07] 3846 5580 or branchsecretary@ufuav.asn.au

7. CASHING OUT 2 BLOCK LEAVE

It seems there may still be issues in regard to cashing out 2 block leave.

The Union sought legal opinion on clause 6.4.2 of the EA and cashing out of 2 block leave. The advice is:

- Accrued leave [2 block leave] can be accessed in three ways per the EA;
- One of the options is taking the leave in the form of an additional hours payment [cashing out];
- There are no conditions prescribed about how these options can be exercised
- AS/ARFF cannot arbitrarily impose any requirement or condition on the taking of accrued leave as an additional hours payment;
- If AS/ARFF refuses a member's election to cash out accrued leave then AS/ARFF are in breach of the EA.

If you have any questions about this or require assistance with a request to cash out accrued leave contact your Organiser or BCOM Delegate who will refer the matter to the Branch Secretary if the matter cannot be resolved at the local level.