

PROPOSED CFA UFU OPERATIONAL STAFF ENTERPRISE AGREEMENT 2016

BRIEFING FOLDER

| TAB | DOCUMENT | Key points |
|------------|--|---|
| 1 | Proposed CFA UFU Operational Staff Enterprise Agreement 2016 | <p>Clause 7A The Role of Volunteers</p> <p>Clause 21 Consultation</p> <p>Clause 21A Dispute Resolution Officer</p> <p>Clause 35.4 Incident Controllers</p> <p>Clause 77.5 Seven firefighters dispatched to the fireground</p> |
| 2 | 1 June 2016 Fair Work Commission Final Recommendation | <p>Paragraph 4 record the extensive bargaining and agreements that had been achieved.</p> <p>Paragraph 7 emphasises that the role of volunteers is not altered by the agreement</p> |
| 3 | CFA Board Resolution endorses the proposed enterprise agreement be put to the employees for a vote in accordance with the Fair Work Act 2009 | CFA considerations in endorsing the Agreement at its meeting on 12 August 2016 |
| 4 | CFA /UFU Joint Statement of Intent | Statement of Intent between the CFA and UFU as to the operation of the Agreement |
| 5 | UFU Fact sheet for Frequently Asked Questions about the Agreement | FAQ key points |
| 6 | Seven firefighters dispatched to the fireground fact sheet | Seven on the fireground |
| 7 | Career firefighters reporting to volunteer incident controllers fact sheet | Career firefighters reporting to Volunteer incident controllers |

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| 8 | <p>Emergency Response - Flashover</p> <p>CFA Service Delivery Standards</p> | <p>Fire Services have response time standards to maximise the prevention of loss of life and minimise damage</p> <p>Sets out the response times CFA requires</p> <p>Example of Lara Brigade response times spread sheet</p> |
| 9 | <p>Volunteer consultation</p> | <p>CFA has and will continue to have a completely separate structure of consultation with Volunteers on all matters affecting volunteers. The UFU is not represented or involved in this consultation.</p> <p>Volunteers have four representatives on the CFA Board and the UFU does not have any.</p> |
| 10 | <p>Fair Work Amendment (Respect for Emergency Services Volunteers) Bill 2016</p> | <p>To Amend the Fair Work Act to prevent enterprise agreements for emergency service employees (including career firefighters) from being able to include consultation clauses that cover equipment, uniform, dispatching of firefighters.</p> <p>Bill also allows volunteer organisations who are not covered by the enterprise agreements to make submissions to the Fair Commission on any such matter.</p> |

COUNTRY FIRE AUTHORITY / UNITED FIREFIGHTERS UNION OF AUSTRALIA OPERATIONAL STAFF ENTERPRISE AGREEMENT 2016

PART A - CONDITIONS APPLYING TO ALL EMPLOYEES

1. TITLE

This agreement shall be known as the Country Fire Authority / United Firefighters Union of Australia Operational Staff Enterprise Agreement 2016.

2. ARRANGEMENT

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3. OBJECTIVES

The broad objective of this agreement is to implement a number of initiatives aimed at meeting the challenges facing the CFA, and to maintain a highly skilled and motivated workforce, which ensures the provision of a professional integrated fire service delivering high quality service to the community.

- 3.1 The objectives of this agreement are to develop a harmonious relationship between the parties and between CFA and employees including:

- 3.1.1 establishment of more varied and fulfilling jobs for employees, including agreed wage outcomes
- 3.1.2 enhanced job security for current and future employees
- 3.1.3 providing clarity and certainty to employees of the changes to work practices expected for the life of the agreement
- 3.1.4 agreed processes and principles to continue to adapt to a varying response climate
- 3.1.5 A joint approach on "productivity policies" that embrace the drivers and enablers of performance and are consistently applied.
- 3.1.6 recognising that a productivity model recognises the changing knowledge requirements of employees covered by this agreement in all phases of the enterprise activity and also caters for:
 - 3.1.6.1 increasing requirement for innovation
 - 3.1.6.2 accelerating adoption of technology
 - 3.1.6.3 management of risk
 - 3.1.6.4 motivation of a diverse workforce
 - 3.1.6.5 working conditions as a work value differentiator
- 3.1.7 provision of a healthy and safe working environment, with due regard to the safety of employees and the public
- 3.1.8 respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination
- 3.1.9 resources and working arrangements to enable the CFA to meet new and changing local service delivery requirements.

3.1.10 acceptance that during the life of the Agreement, there are productivity initiatives and benefits.

3.1.11 In implementing this Agreement the parties will act consistently with equal opportunity and anti-discrimination legislation.

3.2 Nothing in this clause is taken to affect:

3.2.1 Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation.

3.2.2 An employee, employer or registered organisation pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

3.2.3 The exemptions in the Act.

4. PERIOD OF OPERATION

4.1 This agreement shall come into force from a date 7 days after the date it is approved and the nominal expiry date will be 1 July 2019. This agreement shall remain in force until replaced by a new agreement.

4.2 All employees will receive a sign on bonus of \$3000 on the commencement of this agreement.

4.3 The employer shall bargain collectively in relation to the replacement, renewal, extension or variation of this agreement.

5. RENEGOTIATION

The parties shall commence negotiations on a new agreement nine months prior to the nominal expiry date of this agreement.

Negotiations will commence on a new agreement of the same scope as this Agreement. Any variations to the scope of bargaining or the proposed agreement will only be by agreement.

6. APPLICATION OF AGREEMENT AND PARTIES BOUND

- 6.1 This agreement, including its schedules, applies to, covers and is binding on:
- 6.1.1 The Country Fire Authority (CFA) and any successor, assignee or transmittee of all or part of the CFA' s business or activities (whether or not that successor, assignee or transmittee is engaged in the business of fire prevention or suppression).
 - 6.1.2 The United Firefighters Union of Australia (UFU), and
 - 6.1.3 All employees of the CFA who are engaged in or performing work that is or may be performed by an employee engaged in a classification or occupation referred to in this agreement; and
 - 6.1.4 Employees of the CFA undertaking any of the work or duties performed by employees referred to in 6.1.3.
- 6.2 No third party (except where expressly provided and excluding FWC or any court) has any right to interfere with the terms and conditions provided for in this agreement.

7. STRUCTURE AND APPLICATION OF AGREEMENT

Part A of this Agreement applies to all employees covered by the Agreement. Parts B to G inclusive apply to specific classifications. The intention and agreement is that the more specific parts add specific conditions to the more general conditions. Where multiple parts apply to an employee, all conditions in those parts will apply. This means for instance that FSCC/s have more than one applicable amenities clause, all of which apply. However, where there is an inconsistency between the general provision in Part A and a relevant provision in Part B to G inclusive then the specific provision in Part B to G inclusive applies to the extent of the inconsistency.

- 7.1 The agreement consists of parts A, B, C, D, E, F, G and Schedules 1 through to 25 inclusive.
- 7.2 Part A of this agreement applies to all employees referred to in 6.1.3.
- 7.3 Part B of this agreement – Conditions applying to Firefighter to OM, Instructor and MCS.
- 7.4 Part C of this agreement – Additional conditions applying to Commanders, OMs and the MCS Classification.
- 7.5 Part D of this agreement – Additional conditions applying to Communications Technical Services Officer – applies to employees referred to in clause 161.
- 7.6 Part E of this agreement – Additional conditions applying to Protective Equipment Department Employees – applies to employees referred to in clause 171.
- 7.7 Part F of this agreement – Additional conditions applying to Practical Area Drill Employees – applies to employees referred to in clause 181.
- 7.8 Part G of this agreement – Additional conditions applying to Fire Service Communication Employees – applies to employees referred to in clause 192.
- 7.9 In applying and interpreting this agreement each provision imposing an obligation or conferring a benefit or entitlement shall be interpreted and applied in a way that is consistent with it being within the power of the Fair Work Commission to approve and the Courts to enforce, rather than in a way that would be beyond power.
- 7.10 In interpreting this agreement a construction that advances the objectives of this agreement shall be preferred.
- 7.11 The CFA has entered into this agreement to maintain the standard of its operational activities, meet its duty of care towards its employees, implement the 2009 Bushfire Royal Commission recommendations, implement the 2009 Board of Reference decisions (or as otherwise agreed between the parties) and facilitate

the exercise and performance of its powers and obligations under the following legislation, and associated regulations:

7.11.1 Country Fire Authority Act 1958

7.11.2 Occupational Health and Safety Act 2004

7.11.3 Public Administration Act 2004

7.11.4 Gas Safety Act 1997

7.11.5 Emergency Management Act 1986 (as amended)

7.11.6 Emergency Management Act 2013

7A THE ROLE OF VOLUNTEERS

7A.1 The role of volunteers in fighting bushfires and maintaining community safety and delivering high quality services to the public in remote and regional areas and in integrated stations, is not altered by this Agreement

7A.2 For the avoidance of doubt, except as provided in Clause 60- Peer Support, nothing in this agreement shall prevent volunteers in the CFA from providing the services normally provided by such volunteers without remuneration.

8. RELATIONSHIP TO PREVIOUS AGREEMENTS

8.1 This agreement supersedes all the provisions in the Country Fire Authority/United Firefighters Union Operational Staff Enterprise Agreement 2010.

9. OBLIGATIONS

9.1 Obligations on the CFA

- 9.1.1 If a term or condition of this agreement confers an entitlement or benefit on an employee, CFA will comply with that term or condition and provide that entitlement or benefit.
- 9.1.2 If a term or condition of this agreement imposes an obligation on the CFA with respect to an employee, the CFA will comply with that obligation.
- 9.1.3 If a term or condition of this agreement permits a party to do an act or thing, the CFA will permit that act or thing to be done.
- 9.1.4 In addition to any other obligations, the CFA acknowledges the obligations to make reasonable accommodation for employees with parental or carer responsibilities and to make reasonable adjustments for employees with disabilities. However the CFA have determined and the parties have reached agreement that the CFA's operational requirements mean generally that on-shift employees should be employed on a full-time basis. The CFA will meet the obligation to give reasonable accommodation/adjustments as required on a case by case basis, but the parties acknowledge that this may in some cases require an employee to transfer off-station or from their current work location to another position.
- 9.1.5 To avoid doubt, in addition to other obligations, this Agreement does not limit the rights of employees, who are entitled to make a request for a change in working arrangements under s65 of the Act, to make such a request and to have it considered by the CFA in accordance with that section. However, the CFA has determined and the parties have reached agreement that the CFA's operational requirements mean generally that on-shift employees should be employed on a full-time basis. As required by the Act, the CFA will consider every request from an entitled employee for flexible working arrangements and will assess each request on a case by case basis, but the parties acknowledge that this may in some cases require an entitled employee to transfer off-station or from their current work location to another position. Without limiting the foregoing, this sub-clause applies to the following clauses and schedules: 12.3, 50.1, 77, 128.1,

134.1, 148.1.1, 150.1, 151, 166.1, 168, 175.1, 187.1, 197.1, 198, Schedule 2, Schedule 5, and Schedule 17 despite any inconsistent terms therein.

9.1.6 Where in accordance with this clause the CFA agrees to a request to work other than full time, for the reasons of service delivery, safety and welfare of employees, the employee will be rostered pursuant to clause 133.

9.1.7 Save in exceptional circumstances where there is no risk to service delivery, safety and welfare of employees, the CFA agrees that anyone accessing part-time arrangements will not work on the 10/14 Roster or form a part of minimum safety crewing in Schedule 1.

10. VARIATION OF AGREEMENT

Where it is agreed by the parties, the parties may apply to vary the agreement.

11. DEFINITIONS

- 11.1 **Act** means the Fair Work Act 2009 as amended from time to time, or any successor to that Act.
- 11.2 **Accident Compensation Act 1985** means the Accident Compensation Act 1985 and Regulations as amended from time to time, or any successor to that Act.
- 11.3 **Appointed station** means the station of the brigade to which a Firefighter or Station Officer is appointed.
- 11.4 **CFA Act and/or regulations** means the Country Fire Authority Act 1958 (Vic) (No 6228) and Regulations as amended from time to time, or any successor to that Act.
- 11.5 **Career Firefighter** means a paid employee of the CFA in one of the classifications of this Agreement from 12.3.1 to 12.3.14 and who has been appointed in accordance with this agreement including clause 12.3. A career

firefighter is also referred to throughout this agreement as a Professional Firefighter.

- 11.6 **Continuous service** means service under an unbroken contract of employment and includes any period of leave or absence provided for in this agreement or agreed to by the parties to this agreement.
- 11.7 **Duty station** means the station at which a Firefighter or Station Officer is carrying out his or her normal duties, whether the Appointed Station or not.
- 11.8 **Emergency Management Act 2013** means the Emergency Management Act 2013 and Regulations as amended from time to time, or any successor to that Act.
- 11.9 **Employee** means an employee to whom this agreement applies
- 11.10 **Employer** means Country Fire Authority.
- 11.11 **FWC** means the Fair Work Commission.
- 11.12 **Occupational Health and Safety Act 2004** means the Occupational Health and Safety Act 2004 and Regulations as amended from time to time, or any successor to that Act.
- 11.13 **Operational stream of firefighting** means the stream of consecutive ranks from recruit through to OM as referred to in clauses 12.2.1 to 12.2.12
- 11.14 **Operations Officer** is an old rank title and where this agreement refers to such title, it is to be substituted as reading **Commander**, unless the context indicates otherwise.

The change in title from OO to Commander does not change the applicable wages and conditions except where specified elsewhere in this Agreement. Other changes will be in accordance with Clause 12A.

- 11.15 **Professional Firefighter** has the same meaning as career firefighter.

- 11.16 **Union or UFU** means the United Firefighters Union of Australia.

- 11.17 **CFA recruit firefighter training course** is the CFA delivered recruit training course referred to in schedule 5 and in which training occurs in the units referred to as the Firefighter Level 1 (Recruit) units in table 1 and the recruit course level CFA specific requirements from tables 3 and 4.
- 11.18 **CFA Firefighter Level 1 modules** are the level 1 units in tables 1 and 2 of schedule 5 with the inclusion of the Firefighter Level 1 level CFA specific requirements from tables 3 and 4.
- 11.19 **CFA Firefighter Level 2 modules** are the level 2 units in table 1 of schedule 5 with the inclusion of the Firefighter Level 2 level CFA specific requirements from tables 3 and 4.
- 11.20 **CFA Firefighter Level 3 modules** are the level 3 units in table 1 of schedule 5 with the inclusion of the Firefighter Level 3 level CFA specific requirements from tables 3 and 4.
- 11.21 **CFA Qualified Firefighter modules** are the Qualified Firefighter units in table 2 of schedule 5 with the inclusion of the Leading Firefighter level CFA specific requirements from tables 3 and 4.
- 11.22 **CFA Leading Firefighter modules** are the Leading Firefighter units in table 2 of schedule 5 with the inclusion of the Leading Firefighter level CFA specific requirements from tables 3 and 4.
- 11.23 **CFA Command and Control modules** are the command and control units of the Leading Firefighter units in table 2 of schedule 5 with the inclusion of the Leading Firefighter Level 1 level CFA specific requirements from tables 3 and 4.
- 11.24 **Integrated station** is a fire station which includes professional firefighters appointed to the station.
- 11.25 **Station Officer modules** are the Station Officer units in table 2 of schedule 5 with the inclusion of the Station Officer Level CFA specific requirements from tables 3 and 4.

- 11.26 **Senior Station Officer modules** are the Senior Station Officer units in table 2 of schedule 5 with the inclusion of the Senior Station Officer Level CFA specific requirements from tables 3 and 4.
- 11.27 **Commander modules** are the Commander units in table 2 of schedule 5 with the inclusion of the Commander Level CFA specific requirements from tables 3 and 4.
- 11.28 **OM modules** are as follows: BSBFIM701A Manage Financial Resources, BSBPMG606A Direct Human Resources Management of a Project Program, BSBINM601A Manage Knowledge and Information, BSBIMM801A Lead Innovative Thinking and Practice, BSBMGT608C Manage Innovation and Continuous Improvement and CHCORG605B Manage Human Resources in a Community Sector Organisation.
- 11.29 **FSCC modules** are the Senior Station Officer units in table 2 of Schedule 5 with the inclusion of the Senior Station Officer Level CFA specific requirements from tables 3 and 4 and PUAECO009A, PUAECO010A, PUACOM003B, BSBCON401A, BSBOHS405B and PUAECO011A, delivered under CFA delivery methodology and course structure agreed between the parties.

12. CLASSIFICATIONS, CAREER PATHS AND OPPORTUNITIES

- 12.1 The provisions of this clause shall be interpreted and applied having regard to the inherently dangerous nature of firefighters' duties.
- 12.2 Each employee to whom this Part applies shall be classified in one of the following classifications:
- 12.2.1 Recruit Firefighter
- 12.2.2 Firefighter Level 1
- 12.2.3 Firefighter Level 2

12.2.4 Firefighter Level 3

12.2.5 Qualified Firefighter

12.2.6 Senior Firefighter

12.2.7 Leading Firefighter

12.2.8 Senior Leading Firefighter

12.2.9 Station Officer

12.2.10 Senior Station Officer

12.2.11 Commander

12.2.12 Operations Manager

12.2.13 Instructor

12.2.14 Senior Instructor

12.2.15 Communications Technical Service Officer

12.2.16 Protective Equipment Technician

12.2.17 Senior PE Technician

12.2.18 Pad Operator

12.2.19 Pad Supervisor

12.2.20 Fire Service Communication Controller

12.2.21 Senior Fire Service Communication Controller; or

12.2.22 Manager Community Safety.

12.3 Classification and Rank Appointment and Progression

The following classification descriptions (marked as "C") shall apply.

The following are the definitions of all classifications relating to this agreement including requirements for progression from classification to classification.

Employees will only be appointed to a classification if they are already employed in the classification immediately below the classification to which they are to be appointed. For the avoidance of doubt, no person can be employed without first entering the CFA at the classification of recruit. The only exceptions to this are the lateral entry provisions of this agreement or in respect of the positions described at clause 12.11 of the Agreement.

12.3.1 Recruit Firefighter (C) means a probationary Firefighter, who is undertaking the CFA recruit firefighter training course.

12.3.2 Firefighter Level 1 (C) means a Firefighter who has completed the CFA recruit firefighter training course in accordance with the training framework at schedule 5. Firefighter Level 1 (C) employees who have successfully completed the CFA recruit firefighter training course shall be engaged in the duties of a Firefighter Level 1 (C) in accordance with the classification description for Firefighter Level 1 (C) (Schedule 11).

12.3.3 Firefighter Level 2 (C) means a Firefighter who has completed the CFA recruit firefighter course and has completed twelve months service with the CFA and all CFA Firefighter Level 1 (C) modules.

Firefighter Level 2 (C) employees are engaged in the duties of a Firefighter Level 2 (C) in accordance with the classification description for Firefighter Level 2 (C) (Schedule 11). The modules and training applicable for progression to this paypoint are contained in the training framework at schedule 5.

12.3.4 Firefighter Level 3 (C) means a firefighter who has completed 24 months service with the CFA and all CFA Firefighter Level 2 (C) modules.

Firefighter Level 3 (C) employees are engaged in the duties of a Firefighter Level 3 (C) in accordance with the classification description for Firefighter (C) (Schedule 11). The modules and training applicable for progression to this paypoint are contained in the training framework at schedule 5.

12.3.5 Qualified Firefighter (C) means a firefighter who has completed a minimum of 36 months service with the CFA, all CFA Firefighter Level 3 modules and possesses the Certificate of Proficiency.

Qualified Firefighter (C) employees are engaged in the duties of a Qualified Firefighter (C) in accordance with the classification description for Qualified Firefighter (C) (Schedule 11). The modules and training applicable for progression to this paypoint are contained in the training framework at schedule 5.

12.3.6 Senior Firefighter (C) means a firefighter who translates to this paypoint as a result of being a Senior Firefighter in the previous agreement.

12.3.6.1 If the employee has completed the requirements of the Leading Firefighter transitional arrangements he or she is deemed to be the equal of a Leading Firefighter for the purposes of determining eligibility for:

- Attendance at courses conducted both internally and externally;
- Transfer and/or promotion to a vacant position; and
- Any other related matter.

12.3.7 Leading Firefighter (C) means a firefighter who has completed a minimum of 48 months career firefighting service with the CFA, has successfully completed all CFA Firefighter Levels 1, 2 and 3 modules, all CFA Qualified Firefighter modules, all LFF modules and assessment, all Command and control modules

and has been a Qualified Firefighter with the CFA (**the LFF requirements**). Leading Firefighter (C) employees are engaged in the duties of a Leading Firefighter in accordance with the position description for that classification in Schedule 11.

12.3.8 **Senior Leading Firefighter (C)** means a career firefighter who has completed 5 years service within the CFA at the classification of Leading Firefighter.

12.3.9 **Station Officer (C)** means an appointed Officer who has completed a minimum of 6 years career firefighting service with the CFA, with at least 1 year at a minimum classification of Leading Firefighter with the CFA, and has successfully completed the Station Officer modules and CFA Station Officer assessment (**the SO requirements**). Station Officer employees are engaged in the duties of a SO in accordance with the position description for that classification in Schedule 11.

12.3.10 **Senior Station Officer (C)** means an Officer who has completed a minimum of 2 years service with the CFA at the Station Officer Level and has successfully completed the Senior Station Officer modules and assessment (**the SSO requirements**). Senior Station Officer (C) employees are engaged in the duties of a SSO in accordance with the position description for that classification in Schedule 11.

12.3.11 **Commander (C)** means an appointed officer who has completed a minimum of 1 years service with the CFA at the SSO Level on shift and a minimum of 2 years service with the CFA at the SSO Level and who has successfully completed the Commander modules and assessment (**the Commander requirements**). Commander employees are engaged in the duties of a Commander in accordance with the position description for that classification in Schedule 11.

12.3.12 The Commander classification also includes any employee who was previously classified as Operations Officer at the time of approval of this agreement.

- 12.3.13 **Operations Manager (C)** means an employee appointed officer who has a minimum of two years service with the CFA at the Commander Level and who has successfully completed the OM modules and assessment (**the OM requirements**). OM employees are engaged in the duties of a OM in accordance with the position description for that classification in Schedule 11.
- 12.3.14 The OM classification also includes any employee who was previously classified as Operations Manager at the time of approval of this agreement.
- 12.3.15 An **Instructor (C)** means a person appointed to a position of Instructor in accordance with clause 148.1. Instructor employees are engaged in the duties of a Instructor in accordance with the position description for that classification in Schedule 11.
- 12.3.16 A **Senior Instructor (C)** means a person appointed to a position of Senior Instructor in accordance with clause 148. Senior Instructor employees have a qualification of Diploma of Training and Assessment are engaged in the duties of a Instructor in accordance with the position description for that classification in Schedule 11.
- 12.3.17 **Communications Technical Service Officer (CTSO) (C)** means a technical employee employed in the Communications Operations Technical Services Department.
- 12.3.18 **Protective Equipment Technician (C)** is an employee employed in the Protective Equipment Department who performs duties associated with the maintenance and commissioning of personal protective equipment.
- 12.3.19 **Senior Protective Equipment Technician (C)** is an employee employed in the Protective Equipment Department who performs senior duties associated with the maintenance and commissioning of personal protective equipment and has previously been appointed as a Protective Equipment Technician.
- 12.3.20 **PAD Operator (C)** means an employee employed to perform duties relating to the operation of the practical area drill.

12.3.21 **PAD Supervisor (C)** means an employee employed in a supervisory role relating to the operation of the practical area drill.

12.3.22 **Fire Service Communication Controller (C)** means an appointed officer who has completed a minimum of 2 years service with the CFA at the Station Officer Level and has successfully completed the FSCC modules and assessment (**the FSCC requirements**). FSCC employees are engaged in the duties of a FSCC in accordance with the position description for that classification.

12.3.23 **Senior Fire Service Communication Controller** means a Fire Service Communication Controller who has completed a 12 months service within the CFA at the classification of FSCC.

12.3.24 **Manager Community Safety (MCS) (C)** means an employee who was appointed as an MCS prior to the commencement of this agreement, or an appointed officer who has completed a minimum of 1 years service with the CFA at the SSO Level on shift and a minimum of 2 years service with the CFA at the SSO Level and who has successfully completed the Commander modules and assessment (**the Commander requirements**) and OM modules and assessment (**the OM requirements**), or an employee who has been appointed as a MCS category without having completed the Commander and OM requirements, engaged in the duties of a MCS in accordance with the position description for that classification. Where a position description is not agreed by all parties at the commencement of this agreement, the parties will agree on the MCS position description via the consultation clause 21.

12.3.25 From commencement of this agreement all MCS employee appointments will only be made where the candidate has completed the OM requirements.

12.3.26 There shall be 4 paypoints of MCS and progression will be automatic on each anniversary of the appointment date of each MCS.

12.4 Where this Agreement refers to Instructor or FSCC, it shall be taken to include Senior Instructor and Senior FSCC, unless the context requires otherwise.

- 12.5 All accrued entitlements of any employee who enters the CFA via lateral entry (and who's immediately previous employment was within another fire agency) that are transferred to the CFA, including but not limited to annual leave, long service leave and personal/carers leave, will be accepted and credited by the CFA. The CFA will recognise prior service completed with the other agency. Where the CFA employee transfers permanently to another firefighting agency the CFA will transfer all accrued and unpaid entitlements to that agency.
- 12.6 A secondment program which operates separately to the appointment and progression clauses for secondment from the MFB to the CFA is contained in clause 48.
- 12.7 No person is allowed to sit for any assessment for a given rank unless that person has served the length of service that would otherwise make them eligible for promotion to that rank.
- 12.8 Regarding progression to the positions of Commander and OM appointment shall be determined by reference to competencies and time served.

PROGRESSION

Employees selected to be promoted to Commander, shall immediately upon appointment be released from normal duties to be provided the Commander training. On completion of the course, all candidates will hold the position of Commander.

Progression to OM will be in accordance with meritorious, equitable and transparent process.

Competencies

Schedule 12 sets out the competencies linked to Commander levels 1-4 and OM levels 1-4.

New Internal Appointments

Employees appointed to an Commander position will be provided training in the proficiency for Level 1 Commander competencies. All new appointments to Commander will be to a level commensurate with their competency.

Employees appointed to an OM position, will be provided training in the proficiency for Level 1 OM modules. All new appointments to OM will be to a level commensurate with their competency.

12.6. (A) Personal Development and Progression

12.6. (AA) Employees at either Commander or OM level will progress automatically through the respective pay points level 1-4, 1 pay point each year.

The employer shall provide training so the employee may complete the required training as mentioned in Schedule 12.

All employees who shall perform the Regional and/or State Duty Officer role who have not yet attained Commander Level 2 Competencies, shall immediately be released from normal duties to undertake training to attain Level 2 competencies and appropriate underpinning training and knowledge associated with Firefighter through to and including Senior Station Officer (the Commander requirements and Level 2 competencies).

The employer will assist employees to formulate a development plan which facilitates the employee:

- (a) Acquiring the expected competencies of a Level 2 employee within 12 months of appointment to Level 1; and

- (b) Acquiring the expected competencies of a Level 3 employee within 24 months of appointment to Level 1;
- (c) Acquiring the expected competencies of a Level 4 employee within 36 months of appointment to Level 1

Notwithstanding clause 12.6. (AA) above:

- (d) any Commander who possesses or gains the competencies associated with Commander 1-4, at any earlier time, will be paid in accordance with those competencies.
- (e) any OM who possesses or gains competencies associated with OM 1-4, at any earlier time, will be paid in accordance with those competencies.

All employees at Level 3 and below shall be provided the opportunity to progress within a two year period.

12.9 With respect to progression the following conditions will be adhered to by the CFA:

- A) Transparent and equitable competency criteria for progression of theory test, practical test and interview
- B) The workplace transfer request list as described below

Employees shall be entitled to register on a Workplace Transfer Request list on the commencement of this agreement. The list shall be ordered on commencement by:

1. Local relievers first

2. Seniority

After the lists are established, future list order will be based on time of application to the list.

For the avoidance of doubt, transfers also include transfer for employees who hold the competencies of the lower ranks and wish to transfer into a lower rank.

12.10 The agreed minimum SO and SSO establishment profile is a ratio of 6 firefighters to 1 SO or SSO required.

12.11 Where Communications Technical Services Officer, Protective Equipment Technician, Senior Protective Equipment Technician, Pad Operator and Pad Supervisor vacant positions arise, the CFA will offer these positions to employees already employed under the Agreement and in accordance with the requirements under the relevant clauses of this agreement. Where no internal applications are received for the positions referred to in this sub clause from employees already employed under the Agreement, consultation under clause 21 will occur and these positions may be advertised externally.

12.12 The CFA will provide the necessary training on appointment to the positions mentioned in clause 12.10 to enable any employee already employed under the Agreement to fill any such positions in accordance with clause 12.10 of this Agreement.

12.13 It is agreed that the rank and promotional structures referred to in this Agreement are appropriate and will be maintained for the life of this agreement. No new classification or rank will be created other than by agreement of the parties.

12.14 Opportunity to undertake qualifications

12.14.1.1 The CFA will provide access at the CFA's expense for employees to undertake and complete modules and assessments required to progress through the classifications and paypoints from Recruit Firefighter to Senior

Leading Firefighter in accordance with the minimum timeframes as contained within clause 12.3. In addition, the CFA will provide access at the CFA's expense for employees to undertake and complete modules and assessments where employees are accepted on to promotional courses or are promoted or appointed to any classification or paypoint under this agreement.

- 12.14.1.2 Any firefighter (C) eligible to complete the Leading Firefighter modules shall, upon completion of such modules, be given the opportunity to complete the "Command and Control" module within 6 months.
- 12.14.1.3 Priority among existing employees for the opportunity to undertake the "Command and Control" module will be in order of the date Leading Firefighter qualifications were completed commencing with the earliest qualified employees.
- 12.14.1.4 Any employee who has undertaken 2 years service with the CFA as a Station Officer shall be eligible to complete the Senior Station Officer modules. Such employees shall be given the opportunity to complete such modules within 6 months of becoming eligible.
- 12.14.1.5 Priority among existing employees for the opportunity to undertake these modules will be in order of the date eligibility was achieved commencing with the earliest eligible employees.
- 12.14.1.6 Progression and access to all other promotional courses and/or assessments for which progression is automatic on completion of qualifications and time will be in order of the date employees qualify for access to courses and/or assessments.
- 12.14.1.7 Where access to internal progression is not provided in accordance with this clause (clause 12), the CFA will pay employees an allowance equal to the difference between their substantive wages and the wages they would have attained if access was provided. To avoid doubt, these employees actual classification and paypoint will not change until the modules and assessments have been successfully completed or the appointment made, as the case may be.

- 12.14.1.8 If an employee has completed all required modules, qualifications and assessment as part of an internal promotional course, and the employee has not been promoted to the new classification, then the CFA will pay the employee an allowance equal to the difference between their substantive wage and the wage equivalent to the higher classification. To avoid doubt, these employees actual classification and paypoint will not change until the modules and assessments have been successfully completed or the appointment made, as the case may be.
- 12.14.1.9 The CFA will advertise all promotional courses over a period equal to but no less than two rostered periods.
- 12.14.1.10 The CFA will notify promotional courses to those employees who have taken long service leave or any other leave that exceeds two rostered periods by electronic means to the address provided by the employee.
- 12.15 All advertised positions or courses for the selection of candidates for promotion to FSCC shall include on their selection panels the FSCC Instructor running the course or their delegate (who must be another senior FSCC).

12A SENIOR OPERATIONAL PERSONNEL RANK ALIGNMENT

12A.1. The parties wish to create a common rank structure for senior operational personnel in the CFA and MFB to assist in improving interoperability between the two agencies and improve the career opportunities of employees. The parties have been unable to agree on such a rank structure during bargaining for this Agreement. Therefore, the parties agree to meet and negotiate on the alignment of rank structures between the two agencies (including, but not limited to a plan to manage the transition to any agreed new rank structure). Such meeting will occur no later than within 3 months of this agreement coming into operation.

12A.2. For the purposes of this clause, "senior operational personnel" refers to those employees with a rank above Senior Station Officer and below Deputy Chief Officer in the CFA and MFB.

12A.3. The parties agree that the following principles and factors should be considered throughout negotiations between the parties:

a) The outcome should facilitate harmonisation, interoperability and parity between the CFA and MFB;

b) A minimum of two ranks between Senior Station Officer and Deputy Chief Officer should be maintained in any new rank structure;

- c) Each rank should be clearly defined in a common rank structure between the CFA and MFB including common position descriptions for common classifications;

- d) The workload of any position in the new rank structure should not be excessive for any employee;

- e) Relativities should be considered across the spread of senior operational positions and other operational positions;

- f) Objective criteria for determining the classification of a role in the new rank structure should be applied including, but not limited to:
 - i. the number of reporting functions, roles and people (be they career firefighters or volunteers);
 - ii. span of control;
 - iii. position descriptions; and
 - iv. workload including operational and administrative duties;

- g) Promotional opportunities should be maintained or improved;

- h) The role of the Operations Manager (Regional Commander) developed in response to the 2009 Victorian Bushfires Royal Commission should be taken into account;

- i) The number and scale of progression points in any new rank relative to any previous rank should be maintained to the extent possible;

- j) The importance of operational competencies to these senior operational roles should be emphasised; and

- k) The CFA and MFB ranks should be aligned.

12A.4. If the parties reach agreement under clause 12A.1, the employer will make an application to the FWC to vary this agreement in accordance with the agreed outcome within two months of reaching agreement.

12A.5. If the parties are unable to reach agreement under clause 12A.1, either party may refer this matter to the FWC for conciliation and arbitration.

12A.6. The parties should take into account the principles outlined in clause 12A.3 in making submissions to the FWC for the purposes of any conciliation or arbitration proceedings.

12A.7. The FWC should consider the principles set out in clause 12A.3 in conducting any conciliation or making any determination.

12A.8. If the FWC makes a determination under this clause, the employer will make an application to the FWC to vary this Agreement in accordance with that determination within two months of the making of the determination.

12A.9. Any agreement reached or determination made under this clause must:

- a) only apply to senior operational personnel;
- b) ensure that the personnel and any new ranks will be covered by this agreement or the MFB - UFU Operational Staff Agreement; and
- c) ensure there is no disadvantage to individual senior operational personnel, diminution or reduction to individual employees remuneration, terms and conditions of employment, roles, position or classification descriptions (of those employees covered by this agreement) in terms of remuneration and terms and conditions of employment unless otherwise agreed by the parties.

13. SECURITY AND SAFETY OF WORK AND CLASSIFICATIONS

13.1 Appointment of contractors

13.1.1 CFA shall only engage contractors and employees of contractors, to do work that would be covered by this Agreement if it was performed by employees, if remuneration or wages (as the case may be) and terms and conditions for the performance of that work are applied that are no less favourable than those that are provided for in this Agreement for employees performing that work.

13.1.2 Where the CFA has made a decision to develop a proposal to engage contractors to perform work covered by this Agreement, (which would ordinarily be undertaken by CFA employees), the CFA shall consult with the employees and their representatives, in accordance with this clause.

- (i) Consultation will occur as soon as reasonably practicable and in any case not less than 3 months before the contractor(s) are to commence work.

- (ii) For the purpose of the consultation, the CFA must inform the employees and their representatives of:
 - (A) the name of the proposed contractor(s);
 - (B) the type of work proposed to be given to the contractor(s);
 - (C) the number of persons and qualifications of the persons the proposed contractor(s) may engage to perform the work; and
 - (D) the likely duration of the engagement of the contractor(s).
- (iii) The CFA will consult with the employees and their representatives over the following issues:
 - (A) safety;
 - (B) training and competencies of employees of the contractor(s);
 - (C) safe integration of employees of the contractor(s) with employees of CFA in the performance of their work; and
 - (D) inductions and facilities for employees of the contractor(s).
- (iv) No employee shall be made redundant whilst contractors and/or employees of contractors, engaged by the CFA, are performing work that is, that can be or has been performed by the Employees.
- (v) Any of the CFA employees may appoint the UFU or its officers as their representative for the purposes of this clause.

13.2.1 The parties agree that in any instance where the engagement of contractors occurs to undertake work covered by this agreement, such engagement may have an adverse impact on the health and safety of employees performing work covered by this Agreement.

13.2.2 CFA shall ensure that the performance of any work by a contractor will not have any adverse impact on the health and safety of employees performing work, and in the event that any such adverse impact is identified, CFA shall immediately require the contractor to cease the performance of the work giving rise to that adverse impact.

13.2.3 The parties agree that the appropriate areas for the use of any contractors are:

- (a) catering;
- (b) cleaning up of staging areas; and
- (c) any other areas as agreed between the CFA and the UFU.

13.3.1 The CFA shall undertake consultation in accordance with Clause 21 - Consultation in respect of any proposal for: the introduction of new work:

- (a) the introduction of new work functions, activities or processes that are within the scope of a Classification Description under this Agreement; or
- (b) the introduction of new work functions, activities or processes that are not within the scope of a Classification Description under this Agreement;
 - (i) that are proposed to be performed by Employees to whom this Agreement applies; and
 - (ii) that are capable of performance by Employees to whom this Agreement applies.

14. COMMUNITY SUPPORT FACILITATORS

14.1 The CFA agrees that CSFs and the existing CSF classification has been abolished by the CFA and will not be replaced by CSFs or person(s) engaged in any similar classification or position howsoever named.

14.2 The work of CSF's corresponded to the operational stream of firefighting.

14.3 The CFA shall not pursue any claims in relation to CSF's or any alternative classification performing similar duties not provided for in this agreement.

15. BRIGADE ADMINISTRATIVE SUPPORT PROGRAMS/OFFICERS

15.1 Given the agreed impact of such programs and roles on persons covered by this Agreement, the parties have agreed that the CFA will consult under clause 21 and reach agreement with the UFU on any change to structure of any Brigade Administrative Support Programs impacting on employees and/or any changes to the role or position description of Brigade Administrative Support Officers/Coordinators (or person(s) engaged in any similar classification or

position howsoever named) impacting on employees, prior to any such decision or implementation.

16. VOLUNTEER SUPPORT PROGRAMS/OFFICERS

- 16.1 Given the agreed impact of such programs and roles on persons covered by this Agreement, the parties have agreed that the CFA will consult and reach agreement with the UFU under clause 21 on the structure of any Volunteer Support Programs impacting on employees and/or any implementation of Volunteer Support Officers (or person(s) engaged in any similar classification or position howsoever named) impacting on employees, prior to any such decision or implementation.
- 16.2 The work of VSO's correspond to the operational stream of firefighting.
- 16.3 The CFA shall have a career firefighter in each catchment (or broader area where agreed), reporting to the Commander of the catchment, to assist the Commander in providing volunteer support. The parties agree to consult through the CFA UFU Consultative Committee in relation to the role of such positions.
- 16.4 In recognition of operational knowledge, experience and requirements, all operational personnel of the CFA shall have an administrative reporting line to operational staff.
- 16.5 All brigade groups will report to the Commanders responsible for each catchment.

16A ENHANCEMENT OF BRIGADE SUPPORT

The issue of BASO and VSO will be the subject of consultation during the life of the Agreement and in light of any outcomes of the Fire Services Review.

17. COMMUNITY EDUCATION

- 17.1 The parties agree that a fundamental role of modern Firefighters and Station Officers is to provide community education on fire prevention and awareness.
- 17.2 The parties therefore agree that career Firefighters/Station Officers or when such Firefighters/Station Officers are not available volunteer Firefighters/Officers will be the deliverers of community education on fire prevention and awareness.
- 17.3 The delivery of special community information campaigns that do not have an educational (i.e training) component will not be affected by the operation of this clause. The parties agree to discuss the requirements to ensure the surge capabilities at peak fire season periods continues.
- 17.4 It is further agreed that an Award stream entitled "Community Education Firefighter/Fire Officer" was developed by the parties to cover appropriately qualified employees who were CSFs referred to above who deliver community education programs. Employees who deliver such educational training programs must have an appropriate Firefighting or Station Officer rank that is in accordance with this agreement and as agreed by the parties.
- 17.5 The CFA will not employ any other person to and no other person will hold a classification of "Community Education Firefighter/Fire Officer".
- 17.6 The duties of the Community Education Firefighter/Fire Officer are duplicated with the same duties contained in the firefighting stream. Therefore to rationalise the classifications, once the last person currently employed as a "Community Education Firefighter/Fire Officer" ceases to be a "Community Education Firefighter/Fire Officer", the "Community Education Firefighter/Fire Officer" classification will be abolished.

18. INDUSTRY BRIGADES

- 18.1 In determining the appropriate number and location of career staff and the work those career staff are to perform, the CFA will not rely on the existence or alleged capacity of any industry brigades, emergency brigades or other private emergency teams. In particular, the CFA will not rely on the existence of any

such other brigades or teams to reduce or replace the need for using or determining career staff in fire response, prevention and suppression functions.

- 18.2 The CFA shall provide a copy of any Memorandum of Understanding having any impact on the work of CFA employees, between the CFA and any third party regarding industry brigades, emergency brigades or other private emergency teams to the UFU within 7 days of it being entered into. Copies of all such memoranda that are in existence at the time of the approval of this agreement shall be provided within 7 days of the approval of this agreement.

19. MEMORANDUMS OF UNDERSTANDING

Any existing agreement, memorandum of understanding or like arrangement between the CFA and another fire service or another entity that affects the CFA and the response requirements of one or more employees covered by this agreement is to be submitted to and reviewed by the CFA/UFU Consultative Committee within two months of the date of this agreement. The employer also agrees to consult in accordance with clause 21 (consultative processes) on any proposed new memorandums of understanding with the CFA/UFU Consultative Committee.

20. FLEXIBILITY CLAUSE

- 20.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

20.1.1.1 the arrangement deals with when leave is to be taken in accordance with clause 114;

20.1.1.2 the arrangement meets the genuine needs of the employer and employee in relation to the matter mentioned in paragraph (a); and

20.1.1.3 the arrangement is genuinely agreed to by the employer and employee.

- 20.2 The employer must ensure that the terms of the individual flexibility arrangement:

20.2.1.1 are about permitted matters under section 172 of the *Fair Work Act 2009*; and

20.2.1.2 are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

20.2.1.3 result in the employee being better off overall than the employee would be if no arrangement was made.

20.3 The employer must ensure that the individual flexibility arrangement:

20.3.1.1 is in writing; and

20.3.1.2 includes the name of the employer and employee; and

20.3.1.3 is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

20.3.1.4 includes details of:

20.3.1.4.1 the terms of the enterprise agreement that will be varied by the arrangement; and

20.3.1.4.2 how the arrangement will vary the effect of the terms; and

20.3.1.4.3 how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

20.3.1.5 states the day on which the arrangement commences.

20.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

20.5 The employer or employee may terminate the individual flexibility arrangement:

20.5.1.1 by giving no more than 28 days written notice to the other party to the arrangement; or

20.5.1.2 if the employer and employee agree in writing — at any time.

20.6 The employer agrees to provide the UFU with a copy of any individual flexibility arrangement within 7 days of the arrangement being entered into.

CONSULTATION, CHANGE AND EXTRA CLAIMS

21. CONSULTATION

21.1 DEFINITIONS

For the purposes of this clause:

- a) "Consultation" means the full, meaningful and frank discussion of issues/proposals and the consideration of each party's views, prior to any decision.
- b) Committees established for the purpose of implementing this agreement or appointed under this clause constitute part of the consultative process.
- c) "Parties" means the employer, UFU and employees to whom the agreement applies.

21.2 CONSULTATION COMMITTEE ESTABLISHMENT

There shall be established a Consultation Committee for the purpose of Consultation between the Parties on the matters referred to in sub-clause 21.4.

21.3 COMPOSITION

21.3.1 The **Committee** shall comprise equal numbers of employer and employee representatives appointed by the employer and UFU respectively.

- 21.3.2 Representatives appointed by the employer and UFU shall include a person or persons with authority to speak and make decisions on behalf of the employer and UFU respectively.
- 21.3.3 UFU will normally limit participation by employees of the employer to no more than 5 on the basis that the employer will not unreasonably withhold agreement to a request by the UFU for greater number of representatives.
- 21.3.4 UFU will appoint employee representatives to the Committee without discrimination and for the purpose of determining employee representatives UFU may conduct elections, call for expressions of interest or nominations or undertake consultation with employees.
- 21.3.5 The Committee may invite employees or persons with special knowledge, expertise or relevant interest to attend a particular meeting or meetings or part thereof of the Committee or any sub-committee or group established by the committee .

21.4 FUNCTIONS

The functions of the Consultative Committee are to provide the forum for Consultation under this Clause and in particular to:

- 21.4.1 Consult on matters pertaining to the employment relationship of employees to whom this agreement applies;
- 21.4.2 Consult where provisions in this agreement require consultation;
- 21.4.3 Monitor the implementation and operation of this agreement;
- 21.4.4 Consider and make recommendations regarding matters required to be the subject of consultation under this agreement;
- 21.4.5 Provide a mechanism for employee input into the implementation and operation of this agreement thereby utilizing employee knowledge and experience and

improving communication and co-operation between the employer and the employees;

21.4.6 Without in any way limiting the other terms of this Clause, consult on the matters referred to in Section 205(1)(a)(i) and Section 205(1)(a)(ii) of the Fair Work Act 2009 in the manner required by s205(1) and(1A) of that Act; and

21.4.7 Consult on proposals involving change affecting the application or operation of this agreement, employees' terms and conditions of employment.

21.5 OPERATION

21.5.1 The Committee will operate on the basis of consensus.

21.5.2 The Committee's members shall co-operate positively to consider matters that will increase efficiency, productivity, competitiveness, training, career opportunities and job security.

21.5.3 The committee will program its meetings on a regular basis and communicate the outcome of meetings to employees to whom this agreement applies.

21.5.4 The employer and UFU may at their own initiative require endorsement of by their constituents in relation to proposals for change.

21.5.5 No proposal for change arising from this agreement shall be implemented without referral to the Consultative Committee.

21.5.6 The Committee may establish consultative groups for the purposes of consultation and may establish working parties or sub-committees to research and make recommendations on specific issues for determination by the Committee.

21.5.7 To avoid doubt, consultation shall occur throughout the development of a proposal from concept through to implementation. This includes but is not limited

to instances where the CFA commence projects or research that may affect an employees terms or conditions outlined in this agreement.

21.5.8 Committee and sub-committee meetings will occur at times and localities which cause the least disruption to the operations of the UFU.

21.5.9 All sub-committees or working parties established by the Committee are recommendatory in nature and will operate on the basis of consensus when developing their recommendations for the Committee.

21.5.10 Without in any way limiting the other terms of this Clause, the employer shall consult with relevant employees for the purposes of and as required by s205(1) and (1A) of the Fair Work Act 2009 and such consultation shall be undertaken under this clause.

21.5.11 The committee (and sub-committees and working parties) shall;

- a) Meet at agreed locations convenient to the employee representatives on an agreed schedules of date which can be varied by agreement of members;
- b) Be provided with all material to be discussed at any meeting 7 days prior to the meeting; and
- c) Be provided with administrative support by the employer and minutes and action lists will be taken and agreed during the meeting;
- d) Sub-committees shall be established at the commencement of this agreement in respect of the following;
 - RADAP
 - Vehicle & Equipment (V&E)
 - Uniform
 - Rostering
 - Health & Safety Policy
 - Operational Employees OH&S
 - Marine Response Project
 - Training
 - Commander/OM/MCS Subcommittee

21A DISPUTE RESOLUTION OFFICER

Any dispute from a party regarding consultation shall be dealt with in accordance with this clause and the dispute resolution clause of this agreement. The Dispute Resolution Officer is responsible for ensuring consultation proceeds pursuant to this Agreement in a fair, timely and effective manner. The Dispute Resolution Officer is to act independently of the parties.

- 21A.1 Where there is a dispute regarding consultation, before referring the matter to the Fair Work Commission, a party may notify the Dispute Resolution Officer. When a dispute has been notified, the Dispute Resolution Officer shall arrange a meeting within seven days of the CFA CEO and the Secretary of the UFUA Victorian Branch (or their respective delegates), each with one other person accompanying them if necessary having regard to the nature of the dispute.
- 21A.2 The Dispute Resolution Officer, the CFA and the UFU Secretary shall attempt to resolve the dispute by consensus. They may decide to refer the matter for further consultation, decide that the matter is at an end or resolve it in another manner. If there is no resolution by consensus, a party may refer the matter to FWC pursuant to the dispute resolution clause.
- 21A.3. The Dispute Resolution Officer is either an employee as agreed to between the UFU and the CFA, or an independent third party as agreed between the UFU and the CFA. All costs incurred by the establishment and operation of a Dispute Resolution Officer shall be carried by the CFA.

22. INTRODUCTION OF CHANGE

Where the employer wishes to implement change in matters affecting the application or operation of the agreement or pertaining to the employment relationship in any of the workplaces covered by this agreement, the provisions of clause 21 will apply.

To avoid doubt, such matters include but are not limited to the matters described in sections 205 (1)(a)(i) and 205(1)(a)(ii) of the Fair Work Act.

23. LEGISLATION AND REFORM

Any proposed change arising from proposed legislative, statutory rules or regulatory changes or reform likely to constitute a major change or significant effect on employees, including public sector reform, are included in matters pertaining to the employment relationship and therefore are subject to the consultation requirements in this Agreement. The CFA must consult via clause 21 in relation to any proposed position likely to constitute major change or significant effect on employees to be put to government in relation to such change. Any position likely to constitute a major change or significant effect on employees which the CFA may put to government in relation to such change must be consistent with the outcomes of consultation.

23A FIRE OPS 101

23A.1. Internationally it has been demonstrated that there are significant benefits in providing decision makers and stakeholders (locally, Nationally and Internationally) in the firefighting industry with an opportunity to directly experience the challenges of firefighting.

23A.2. In recognition of these benefits and the value to the community in having informed decision makers, the Employer and the UFU agree to conduct "Fire Ops 101" sessions for decision makers, stakeholders, fire industry personnel and other identified members of the community.

23A.3. Fire Ops 101 shall be modelled on international experience and shall consist of at least the following:

- a) correct procedures for donning and doffing of Personal Protective Clothing ("PPC") and Personal Protective Equipment ("PPE");
- b) basic Breathing Apparatus ("BA") training;
- c) Compartment Fire Behaviour Training ("CFBT") experience;
- d) witnessing flashover;
- e) various gas fire scenarios;
- f) decontamination procedures; and

- g) any live fire or other simulations (including but not limited to EMR and road accident rescue) that would enable those participating in the session to experience the various aspects of firefighting and to understand the complexities and danger of the role.

23A.4. Fire Ops 101 will be held at the Craigieburn training facility and for such the MFB agree to make the facility available.

23A.5. The timing and scheduling of Fire Ops 101 programs will be processed through the consultation processes of this agreement.

23A.6. There is a joint obligation on both the Employer and the UFU to promote this course to all relevant peoples and organisations.

24. PRODUCTIVITY

24.1 Subject to this agreement, the parties agree to continue to work towards making agreed improvements in efficiency and productivity providing safe, satisfying and rewarding employment for employees covered by this agreement. Such improvement will be implemented via consultation as per clause 21 and not be at the expense of maintaining a safe working environment or reducing public safety in any way.

24.2 The parties agree that any continuous improvement proposed in accordance with this clause is an efficiency.

25. TECHNOLOGICAL CHANGE

25.1 The parties recognise the speed and diversity of changes to technology and that the best results for the CFA and its employees are achieved when technological change occurs through a co-operative and consultative process subject to this agreement. Any technological change affecting the application or operation of this agreement and/or employees will be implemented subject to consultation as per clause 21.

25.2 The parties agree that any technological change proposed in accordance with this clause is an efficiency.

26. DISPUTE RESOLUTION

26.1 This dispute resolution process applies to:

26.1.1 all matters arising under this agreement; and

26.1.2 all matters relating to the application of, or for which express provision is made in this agreement; and

26.1.3 all matters pertaining to the employment relationship, whether or not express provision for any such matter is made in this agreement; and

26.1.4 all matters pertaining to the relationship between the CFA and UFU, whether or not express provision for any such matter is made in this agreement; and

26.1.5 all matters arising under the National Employment Standards.

The parties agree that disputes about any such matters may be dealt with by using the provisions in this clause.

26.2 To ensure effective consultation between the employer, its employee(s) and the union on all matters, the following procedure shall be followed in an effort to achieve a satisfactory resolution of any dispute or grievance:

26.2.1 Step 1 The dispute shall be submitted by the union and/or employee(s) to the employee's immediate supervisor.

26.2.2 Step 2 If not settled at Step 1, the matter shall be submitted to the appropriate senior officer.

26.2.3 Step 3 If not settled at Step 2, the matter shall be recorded. The matter shall be submitted to the appropriate delegated industrial Representative of the employer for consultation.

- 26.2.4 Steps 1 - 3 Must be concluded within a period of ten (10) consecutive days. Disputes are to be resolved at a local level wherever possible. Where in the circumstances, it is not practical for the dispute to be submitted to a position named within these steps, then the dispute will be submitted to an employer representative at the same level.
- 26.2.5 Step 4 If the matter is not settled at Step 3, the dispute shall be formally submitted in writing to the Manager Workplace Relations, setting out details of the dispute and, where appropriate, with supporting documentation. The Manager Workplace Relations shall convene a meeting of the employer, employee(s) and the union within a period of one week (7 days) of receipt of such submissions and endeavour to reach a satisfactory settlement.
- 26.2.6 Step 5 If the matter is not settled following progression through the disputes procedure it may be referred by the union or the employer to FWC. FWC may utilise all its powers in conciliation and arbitration to settle the dispute.
- 26.3 Notwithstanding the words contained in the above sub-clause, the steps of the procedure apply equally to a dispute raised by an employee, the union, an Officer in Charge or the employer.
- 26.4 While the procedures and steps under this clause, and any appeal, are being followed or pursued work must continue and the status quo must apply in accordance with the existing situation or practice that existed immediately prior to the subject matter of the grievance or dispute occurring. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause.
- 26.5 A dispute may be submitted, notified or referred under this clause by the UFU, an employee or the employer.
- 26.6 This dispute resolution process may be applied to disputes regarding matters of a health and safety nature, provided that a dispute may not be submitted by a party under this clause if that party already required a VWA Inspector to attend the workplace arising from the issue resolution procedure from clause 3 of Schedule 3.

26.7 A decision of FWC under this clause may be appealed as of right to a Full Bench. Any decision of the FWC may be appealed. A dispute is not resolved until any such appeal is determined

26.8 Employees may choose to be represented under this clause.

27. NATURAL JUSTICE AND PROCEDURAL FAIRNESS AND GOOD FAITH

27.1 The CFA acknowledges the importance of maintaining trust and good faith with its workforce, accordingly CFA will comply with the principles of natural justice and/or procedural fairness in all of the terms in this agreement.

Further, the CFA will act in such a manner so as employees can maintain trust and confidence in the CFA.

28. CONDITIONS FOR EMPLOYEES PARTICIPATING IN CONSULTATION ETC

28.1 This clause applies to employees participating at any level of consultation referred to in this agreement or participating in any meeting or forum (including but not limited to bargaining, dispute meetings, conduct resolution processes, conciliation or hearings) pertaining to the employment relationship, to the relationship between the parties or arising under this agreement.

28.2 Employees will be paid for all such time spent participating as if they were performing work during that time, or at the employee's election taken as accrued leave. To avoid doubt, employee will be paid in accordance with the recall provisions of this Agreement including but not limited to meal allowances, four hours minimum overtime and travel entitlements.

28.3 Where the representatives are serving CFA employees the following will apply:

28.3.1 When the employee is on duty arrangements will be made to facilitate his or her attendance at meetings without loss of pay.

28.3.2 When a meeting occurs while the employee is off duty, the employee will be paid for the time involved at double time rates, or at the employee's election taken as accrued leave.

- 28.4 When a representative who is a CFA employee travels to a meeting on days when the person is not on duty or as otherwise provided for in clause 28.4.6, the following shall occur;
- 28.4.1 Without inconvenience to the employee, the person shall be provided with a vehicle to enable him / her to travel to the meeting. This shall be by way of CFA car or hire car to travel to and from the meeting. Alternatively, the person may elect to use his / her own vehicle and receive the appropriate vehicle allowance as prescribed in the agreement for each kilometre travelled.
- 28.4.2 In the case of a person who requires air travel he / she shall be provided with air travel from his / her location to Melbourne and return. Such transport shall be arranged and paid for by the CFA. Travel to and from the airport to the meeting venue shall be provided by way of car hire or taxi as appropriate.
- 28.4.3 Payment for travel time shall be provided for in accordance with the agreed schedule of distances based on the distance between the persons work location or place of residence (wherever they are leaving from/returning to) and the location at which the meeting is being held.
- 28.4.4 Payment for the time spent flying to and from the person's location to Melbourne Airport will be paid for at single time rates. In addition, the agreed schedule of distances allowance is to be paid for travel from Melbourne Airport to the meeting and return as determined by the allowances clause of this agreement.
- 28.4.5 Employees travelling to and from the same work location are to travel in the same vehicle wherever possible.
- 28.4.6 The above matters in clause 28.4, with the exception of payment of airfares and transport for employees requiring air travel and vehicle allowance for the use of private vehicles, are to apply when CFA employees who are employee representatives attend meetings on days when they are not on duty.
- 28.5 If an employee is required to travel more than 100 kilometres or for more than two hours to get to a meeting, the meeting shall not start earlier than 10 a.m.

28.6 Where travel occurs under this clause from or to a location which is not included in the agreed schedule of distances, a location of equivalent distance to the meeting location shall be used as the basis for payment for travel time.

29. EMERGENCY MANAGEMENT CHANGES

29.1 The parties recognise the Victorian and National footprints of recent history including significant fire, flood and other events across Australia.

29.2 The parties recognise that at times the CFA may propose changes to align itself to emergency management arrangements. The current status of some such proposed change includes but is not limited to the document widely known as the 'Victorian Emergency Management Reform White Paper' and also the principle of an 'all hazards' approach to emergency management. The CFA will not unilaterally introduce any proposed changes that will impact on employees or any of the terms and conditions of employees and will consult on all such proposed changes through the consultation and transmission of business clauses of this Agreement. The CFA undertakes such proposals will not adversely affect any of the terms and conditions that are applicable to employees that are covered by this Agreement.

29.3 The parties agree that any emergency management change proposed in accordance with this clause is an efficiency.

30. BUSHFIRES ROYAL COMMISSION REPORT

30.1 The CFA and UFU recognise the importance of the 2009 Victorian Bushfires Royal Commission report to the future of Victoria's fire service and emergency management arrangements and are committed to reviewing the recommendations in a timely manner.

30.2 The CFA and UFU agree to bargain collectively and reach agreement in relation to any matter that arises out of the Royal Commission's report which seeks to change:

30.2.1 The entitlements and way work is carried out by employees covered by this agreement; or

- 30.2.2 The employment relationship of employees covered by this agreement; or
- 30.2.3 The relationship between the CFA and UFU regarding agreements and entitlements covering the relationship between the CFA and UFU pertaining to representation of the employees covered by this agreement.
- 30.3 The parties agree that any change arising from the Bushfire Royal Commission proposed in accordance with this clause is an efficiency.

31. CLIMATE

- 31.1 In accordance with the objectives of this agreement, the CFA will consult in relation to any researching, considering, planning and preparing for changes in Emergency Management impacting on the work of, or conditions under which work is performed by, employees as a result of changes to climate. Response to changes to climate shall be a standing item on the Consultation Committee.

32. MULTI AGENCY DRILLS

- 32.1 In accordance with the parties recognition of the importance on improving interoperability, the employer will consult via the consultation committee in clause 21 regarding multi agency drills or training involving employees.

33. SAVINGS

The terms of this agreement shall not operate to cause an employee to suffer a reduction in ordinary hours of work, classification level, paid leave, long service leave or sick leave or other entitlements.

All accrued entitlements at the date of commencement of this agreement relating to matters such as sick leave, annual leave, long service leave, etc will not be affected by the making of this agreement.

An existing employee who at the time of approval of this agreement, is participating in a selection process for promotion or who has previously been appointed to a classification, will not suffer a detriment as a result of the commencement of this Agreement.

34. NO EXTRA CLAIMS

34.1 There shall be no extra claims by any party.

35. WORK ORGANISATION

35.1 Subject to the other terms of this agreement, the employer may direct an employee to carry out duties and use tools and equipment that are within the limits of the employee's skill, competence and training provided that such duties do not promote de-skilling.

35.2 The following duties are not part of the classifications of employees under this agreement and no employee under the agreement shall be required to undertake such duties:

35.2.1 greasing the chassis of any vehicle or carrying out any tests or servicing normally done by any tradesperson except where agreed between the UFU and CFA. In the absence of agreement, no order shall occur and employees shall not carry out such work and the FWC cannot determine that any employee should or will carry out such work.

35.2.2 Changing a wheel to keep a vehicle in commission except whilst proceeding on turn out to a fire call and no other means is readily available.

35.2.3 Inflating any tyre of any firefighting vehicle by hand, except in an emergency.

35.3 No employee in any classification shall, nor shall be required to, primarily carry out duties of a position of a lower classification or rank (acting down) unless an express conduct resolution provision within this agreement provides for demotion (and such demotion is enacted in accordance with this agreement) or unless agreed between the UFU and CFA. Primarily carrying out duties includes but is

not limited to undertaking the duties of a position for a short period of time, for example a single shift. The employer will not make acting down or the possibility of acting down a requirement in any position under this agreement.

35.4 All employees covered by this agreement shall only report to operational employees under this agreement or at the rank of DCO or CO when responding to fire alarms or incidents under this agreement except in the case where the incident is a level 3 multi-agency incident or to a CFA/MFB incident controller at an incident.

36. CONDUCT RESOLUTION

- 36.1 This agreement applies to matters relating to the conduct resolution of employees, whether or not any other instrument (including State legislation) that may be sought to be used by the Employer purporting to apply to any form of conduct resolution (including counselling, discipline or termination).
- 36.2 The agreed Code of Conduct and the Conduct Resolution Process is attached in Schedule 18.
- 36.3 Any resolution of the conduct of an employee shall be dealt with in accordance with the Conduct Resolution Process. No conduct resolution outcome for an employee, including an adverse report, may occur until the Conduct Resolution Process has been followed and complied with. Any outcome that does not follow this process is not legitimate and cannot be enforced.
- 36.4 To avoid doubt nothing in this clause, in the Code of Conduct or in the Conduct Resolution Process shall have the effect of altering the minimum employment period for access to unfair dismissal protection or reduce in any way the rights of an employee to unfair dismissal protection contrary to Section 194(c) and (d) of the *Fair Work Act 2009*.
- 36.5 Where suspension or stand down occurs, the employee must be paid their full wage and be provided all other terms and conditions of employment under this agreement, during such period.

37. ADVERSE REPORTS

- 37.1 No adverse report about an employee shall be placed amongst the records (including electronic records) or papers relating to an employee nor shall be noted thereupon unless the employee concerned has been shown the report, which shall be evidenced by his/her signature thereupon. If he / she refuses to sign the report the UFU shall be notified by the employer in writing within seven days of such refusal, and shall be given the opportunity of replying to the report unless the employee directs otherwise. If the employee so desires, his / her reply shall be in writing which, together with the adverse report, shall be placed amongst the records or papers relating to the employee thereon. An adverse report will contain a date, no longer than 12 months, after which the adverse report will cease to be relevant. At that time, the report and all copies will be returned to the employee and no other copy shall be kept by the employer.
- 37.2 An adverse report means a report in writing which is placed in an employee's records, file or papers and which has been sent to the appropriate Officer alleging serious misconduct or a serious breach of discipline or a series of less serious acts of misconduct or breaches of discipline and which are likely to detrimentally affect an employee in his/her career in the service.
- 37.3 It may also include a report in writing alleging inefficiency in the service or a lack of diligence to discharge the responsibilities of the office held by an employee but shall not include:
- 37.3.1 Examination and marks given by a person appointed to conduct and or mark such examination for the CFA.
- 37.3.2 Failure in writing to recommend an employee for promotion by a person whose duty it is to make a general recommendation or otherwise for a determination on promotion.
- 37.4 The adverse report process must comply with the principles of natural justice and/or procedural fairness.
- 37.5 No adverse report may be placed on an employee's file about or in relation to:

- 37.5.1 activities of the employee in their capacity as an accredited representative pursuant to this agreement;
- 37.5.2 activities of the employee pursuant to the dispute resolution procedures of this agreement;
- 37.5.3 their status or activities as an accredited representative of the UFU or
- 37.5.4 their membership of, or participation in the activities of the UFU, or
- 37.5.5 their participation in, or any proposal to participate in, or their refusal to participate in or any proposal to refuse to participate in, proceedings to which the UFU or a UFU member is a party, or
- 37.5.6 their giving evidence in, or any proposal to give evidence in, or their refusal to give evidence in or any proposal to refuse to give evidence in, proceedings to which the UFU or a UFU member is a party, or
- 37.5.7 their participation in, or any proposal to participate in, any activity of the UFU where the UFU is seeking better industrial conditions.

38. TERMINATION OF EMPLOYMENT

- 38.1 An employee's employment may not be terminated unless:
 - 38.1.1 The Conduct Resolution Process in schedule 18 has been complied with;
 - 38.1.2 the employee and the UFU have been notified that the employer intends to terminate the employee's employment; and
 - 38.1.3 any dispute notified by the employee or the UFU in relation to the specific termination has been resolved.
- 38.2 To avoid doubt nothing in this clause or in the Conduct Resolution Process shall have the effect of altering the minimum employment period for access to unfair dismissal protection or reduce in any way the rights of an employee to unfair dismissal protection contrary to Section 194(c) and (d) of the *Fair Work Act 2009*.

38.3 **Notice of termination by employer**

38.3.1 In order to terminate the employment of an employee the employer shall give to the employee the period of notice specified in the table below:

| Period of continuous service | Period of notice |
|--|-------------------------|
| 1 year or less | 1 weeks' |
| Over 1 year and up to the completion of 3 years | 2 weeks' |
| Over 3 year' s and up to the completion of 5 years | 3 weeks' |
| Over 5 year' s of completed service | 4 weeks' |

38.3.2 In addition to this notice, employees over 45 years of age at the time of the giving of the notice, with not less than two years continuous service, are entitled to an additional week's notice.

38.3.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

38.3.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

38.3.5 The period of notice in this clause shall not apply in the case of dismissal for an employee who has been terminated because of a conviction for an indictable offence and who has been terminated in accordance with this Agreement and the Conduct Resolution Process.

38.4 **Notice of termination by an employee**

38.4.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

38.4.2 If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

38.5 Time off during notice period

38.5.1 Where an employer has given notice of termination to an employee, an employee shall be allowed one day time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

39. EMPLOYEE ACTIVITIES

39.1 No employee shall be dismissed or injured in their employment or have their position altered to their prejudice or be subject to any other act to their prejudice by reason of or for reasons that include the reason of:

39.1.1 their status or activities as an accredited representative of the UFU, or

39.1.2 their membership of, or participation in the activities of the UFU, or

39.1.3 their participation in, or any proposal to participate in, or their refusal to participate in or any proposal to refuse to participate in, proceedings to which the UFU or a UFU member is a party, or

39.1.4 their giving evidence in, or any proposal to give evidence in, or their refusal to give evidence in or any proposal to refuse to give evidence in, proceedings to which the UFU or a UFU member is a party, or

39.1.5 their participation in, or any proposal to participate in, any activity of the UFU where the UFU is seeking better industrial conditions, or

39.1.6 their reliance or claim for reliance of any clause under this agreement.

39.2 This provision shall apply equally to any employee who has made known their intention to be candidates for election as a representative of the UFU and also to any employee who has, in the past, been a representative of the UFU.

40. EMPLOYEE REPRESENTATION

- 40.1 The parties recognise the right of employees to freedom of association. In recognition of this right, the UFU will have unrestricted access to sending correspondence inclusive of bulletins via the CFA email system. The CFA will not delay or monitor any correspondence sent from the UFU or to the UFU. For the avoidance of doubt, the CFA will take all necessary steps and provide the UFU with the necessary processes and information to ensure the CFA fulfils its obligation in this clause. This does not include contact details of employees.
- 40.2 An employee appointed as an employee representative shall upon written notification by the Branch Secretary of the UFU to the employer, be recognised as the accredited representative of the UFU for the particular area concerned.
- 40.3 An employee appointed or elected to a position on the Branch Committee of Management of the UFU in accordance with the Rules of the UFU, shall upon written notification by the Branch Secretary of the UFU to the employer, be recognised as an accredited representative of the UFU.
- 40.4 Accredited representatives of the UFU shall not be threatened with or be dismissed or injured in their employment or have their position altered to their prejudice or be subject to any other act to their prejudice by reason of or for reasons that include the reason of
- 40.4.1 their status or activities as an accredited representative of the UFU or
- 40.4.2 their membership of, or participation in the activities of the UFU; or
- 40.4.3 their participation in or any proposal to participate in, or their refusal to participate in or any proposal to refuse to participate in, proceedings to which the UFU or a UFU member is a party, or
- 40.4.4 their giving evidence in or any proposal to give evidence in, or their refusal to give evidence in or any proposal to refuse to give evidence in, proceedings to which the UFU or a UFU member is a party, or

40.4.5 their participation in, or any proposal to participate in, any activity of the UFU where the UFU is seeking industrial conditions.

This provision shall apply equally to any employee who has made known their intention to be candidates for election as a representative of the UFU and also to any employee who has, in the past, been a representative of the UFU.

40.5 Accredited representatives (who are not officers of the UFU) shall:

40.5.1 subject to the prior approval of the Officer in Charge (which will not be unreasonably withheld), or a more senior officer, be allowed the necessary time during working hours to meet with the employer, with employees or with representatives of either on matters arising under this agreement affecting employees in the classifications of this agreement.

40.5.2 before leaving their usual workplace for the purpose of carrying out their function as an accredited representative, inform their Officer in Charge or more senior officer of their intention indicating their destination(s) and estimated duration of absence.

40.5.3 when visiting a different section, station or place of work, inform the Officer in Charge of that station or place or work, of the general purpose of such visit and estimated duration of stay. The accredited representative shall also inform the Officer in Charge of his or her departure.

40.5.4 be allowed access to all work places where such access is necessary to enable them to carry out their functions in the particular area concerned. ('Work place' for this clause here includes any place where employees are performing work or are attending pursuant to a direction of the CFA or are attending in their capacity as employees of the CFA).

40.5.5 be permitted to display written material authorised by the UFU on notice-boards provided by the employer for this purpose and shall also be permitted to distribute such written material to employees, utilising if necessary, internal communication systems inclusive of email.

40.5.6 be permitted to communicate with employees through all reasonable communication methods including email, telephone, facsimile and the internet.

40.5.7 shall not suffer any loss of pay as a result of having spent time during working hours performing activities as an accredited representative pursuant to this clause. That is, any person acting as an accredited representative during working hours will be paid the same they would have been paid had they worked as usual during those hours.

40.6 Access to the workplace for officers or employees of the UFU

40.6.1 Subject to reasonable notice an officer or employee of the UFU may for the purposes of representing employees covered by this agreement for any purpose relating to the application of this agreement or entitlements that arise under this agreement (but not including any purpose referred to in section 481 or 484 of the FW Act or the exercise of a State or Territory OHS right in accordance with Part 3-4 of the FW Act):

40.6.1.1 at any time during working hours enter the CFA's prescribed premises, registered office or workplace where the CFA's employees are engaged ('Work place' for this clause here includes any place where employees are performing work or are attending pursuant to a direction of the CFA or are attending in their capacity as employees of the CFA);

40.6.1.2 at any time during working hours, inspect or view any work, material, machinery, appliance, document (including time and wages records), qualification of employees on the premises mentioned above; and

40.6.1.3 interview, on the premises referred to above, an employee who is a member, or is eligible to be a member, of the UFU.

40.6.2 Access to workplaces under the clause shall be authorised for the purposes of consulting with UFU Shop Stewards, investigation of grievances or complaints, observing working conditions, posting notices and agreements, developing skills programs, implementation of agreed matters and for the assistance of the resolution of any dispute that may arise under this agreement (but not including

any purpose referred to in section 481 or 484 of the FW Act or the exercise of a State or Territory OHS right in accordance with Part 3-4 of the FW Act).

40.6A If requested by an accredited UFU representative, the employer will provide a copy of any requested time and wages records as soon as is practicable. This clause does not facilitate entry under Part 3-4 of the Act.

40.7 In addition to any rights conferred by the above, the following also applies to Shop Stewards.

40.7.1 In this clause **Shop Steward** means an employee representative appointed by the Union (as advised by the Secretary in writing) as the accredited representative of the Union in the particular area concerned.

40.7.2 In order for the Shop Steward to perform the functions required by Step 1 and Step 2 in clause 26.2, and to assist in the implementation of this agreement and to assist in preventing and resolving disputes about the application of this agreement and matters pertaining to the employment relationship (but not including any purpose referred to in section 481 or 484 of the FW Act), the Shop Steward shall be permitted, subject to the prior approval of the employer:

40.7.2.1 The necessary time during working hours to interview the employer or his or her representative on matters affecting employees whom he or she represents.

40.7.2.2 A reasonable period of time during working hours to interview officers of the union on legitimate union business, at a place designated by the employer.

40.7.2.3 Access to all work places where such access is necessary to enable them to carry out their functions in the particular area concerned.

40.7.2.4 To distribute such written material to members within their particular area, using if necessary, internal communication systems.

40.7.3 Prior to performing the above functions the Shop Steward shall inform his or her employer of his or her intention indicating his or her destination(s) and estimated duration of absence.

40.7.4 When performing any of the above functions at a different section, station or place of work, the Shop Steward shall inform the employer of the general purpose of such visit and the estimated duration.

At all times the employer's approval is subject to operational requirements and determined on this basis.

41. CFA POLICIES

41.1 The CFA currently has a range of policies that affect employees covered by this Agreement. Any policy that affects the application or operation of this agreement or the work of employees covered by this Agreement may only be made or varied by agreement. Should the CFA seek to modify, delete or add to any new or existing policy that so affects employees then any change or addition will be the subject of consultation and agreement pursuant to clause 21 of this Agreement. Should any policy be inconsistent with a term of this Agreement, then it will be invalid to the extent of any inconsistency.

41.2 Such policies that have not been dealt with through the consultative process will not be applied, be enforceable or used to reduce the conditions of employment of employees covered by this Agreement nor will they be used as a means of taking conduct resolution against employees covered by this agreement.

41.3 For the purposes of this Agreement, policies include any document that contains provisions that affect the application or operation of this agreement or the work of employees covered by this Agreement or their representatives, inclusive of procedures, business rules, directions, standing orders, SOP's, Operational Work Instructions or any like document kept or promulgated by the CFA to their employees.

41.4 On commencement of this agreement all CFA policies that affect the application or operation of this agreement or the work of employees covered by this

Agreement or their representatives will be reviewed by the parties under clause 21.

42. TRANSFER OF BUSINESS

42.1 For matters relating to transmission or transfer of business, the provisions of the Fair Work Act as at the commencement of this agreement shall apply.

CFA SYSTEMS CONDITIONS, ACTIVITIES AND ROSTERS

43. CFA SYSTEMS CONDITIONS

43.1 The employer shall implement and apply the CFA Systems Conditions to the duties and work of firefighters when deployed on operational responses.

43.2 The CFA Systems Conditions shall comprise:

43.2.1 The Greater Alarm Response System (once developed and implemented in accordance with clause 45). Parties agree that in accordance with this clause, it must be completed within 12 months of the Fair Work Commission approving the agreement.

43.2.2 The Rescue Exposure Confinement Extinguishment Overhaul (RECEO) at Schedule 23 and its application at operational incidents;

43.2.3 The CFA systems of work at Schedule 24 and its application at operational incidents;

43.2.4 The CFA Breathing Apparatus Procedures at Schedule 22 and its application at operational incidents;

43.2.5 The deployment of a firefighter on operational duties only when he or she has satisfactorily completed CFA training reasonably required to secure safe practice in the classification or rank in which he or she is deployed;

43.2.6 In the event of the deployment of an appliance safe crewing levels of 4 firefighters for a primary appliance and otherwise in accordance with the following Table:

| Appliance | Safe Level |
|----------------|------------|
| Pumper | 4 |
| Water Tanker | 4 |
| Heavy Rescue | 3 |
| Aerial Pumper | 4 |
| Teleboom | 4 |
| Bronto | 2 |
| BA Support Van | 2 |

| | |
|--|--|
| MCV | 4 |
| District Car | 1 |
| Commander - OM Vehicle | 1 |
| POD | 5 |
| Fireboat 1 | 4 |
| Fireboat 2 | 4 |
| Ground Observer Vehicles | 4 |
| UAV | 2 |
| HAZMAT | 5 |
| Rehab Unit | 2 |
| Strike Team or task force appliance under clause 139 | 4 |
| New appliance | Safe level to be determined under the consultation provisions of this agreement at clause 21 |

43.2.7 Consistent with the increases in staffing provided in this Agreement, the CFA will conduct an extensive range of preventative and preparedness programs and meet its duty of care by ensuring a minimum of seven professional firefighters to fireground incidents are dispatched before commencement of safe firefighting operations. This requirement applies to integrated stations in Districts 2, 7, 8, 13, 14, 15, and 27. Consistent with the increases in staffing provided in this Agreement, CFA will also ensure that there is a minimum of seven professional firefighters to fireground incidents that professional firefighters are dispatched to before commencement of safe firefighting operations for the following integrated stations being Shepparton and Mildura professional firefighters by no later than 1 January 2017 and Warrnambool professional firefighters by no later than 1 January 2018.

To avoid doubt, in accordance with current procedure, after undertaking a risk assessment/sizeup upon arrival at the fire/incident, the first arriving Incident Controller on scene can determine the number of appliances and crews required for the fire/incident and can notify oncoming appliances and crews that they are not required to attend.

- 43.2.8 The Strategic Location Profile of pumping capacity and specialist appliances as referred to in the crewing chart at Schedule 1 insofar as it provides for the availability of equipment necessary for the attendance at operational incidents likely to arise in the locations concerned.
- 43.3 Non-compliance with any CFA Systems Condition shall for the purposes of this clause be deemed to constitute an unsafe system. An employee shall not be required to undertake, and shall be entitled by force of this clause to decline to undertake, operational response duties in the event of non-compliance with a CFA Systems Condition.
- 43.4 To give effect to the above, the parties agree to increase staffing in accordance with clause 44 and Schedule 1.

44. NECESSARY MINIMUM STAFFING LEVELS

- 44.1 The parties have agreed for reasons including employee health, safety and welfare, the current minimum staffing ratios, appliance allocation, locations and levels as set out in the Charts in Schedule 1 as applicable from time to time will be maintained as a minimum.
- 44.2 Given the CFA's decision to establish and maintain the stations referred to in the attached Schedule 1 Minimum Staffing Charts, and in order to maintain the appropriate ratio of staff (both on and off station) to stations and appliances and to ensure safe systems of work, the CFA will ensure that:
- 44.2.1 the a minimum number of employees available on each shift will be as set out in the Chart in Schedule 1 as applicable at the relevant time;
- 44.2.2 the number and rank of employees allocated to the number and rank of firefighting positions at any given station and appliance at any given time will at a minimum be in accordance with the Chart in Schedule 1 as applicable at the relevant time;
- 44.2.3 the number and rank of employees allocated to any other position referred to in a Chart in Schedule 1 at any given time will at a minimum be in accordance with the Chart in Schedule 1 as applicable at the relevant time.

44.3 An alteration to the number and rank of employees required to be allocated under clause 44.2.2 may be implemented for a period not exceeding 7 days by agreement between the parties. Any such agreement or dispensation shall be confirmed in writing.

44.4

44.4.1 The number and rank of employees allocated to day work positions will be at an establishment minimum consisting of the following establishment profiles:

44.4.1.1 CFO – 1

44.4.1.2 DCFO - 13

44.4.1.3 OM – number as at 20 February 2014

44.4.1.4 Commanders – number as at 20 February 2014 plus 34 dedicated OIC's

44.4.1.5 SSOs – 10

44.4.1.6 SOs – 5

44.4.1.7 LFFs – 2

44.4.1.8 Instructors - 68

44.4.2 The positions referred to in clause 44.4 above are additional to the establishment numbers referred to in Schedule 1. Further, the above numbers shall not form part of or be counted for the purpose of the requirements set out in clause 44.2.

44.4.3 The parties agree to review the above minimum figure to ensure the CFA statutory obligations are being met. Any such review will not result in a reduction of the current figures above.

44.5 The CFA will provide complete transparency and provide to the UFU all relevant information regarding all changes to actual establishment levels.

44.6 The parties agree to review the relief ratios referred to in the Charts in Schedule 1 on an annual basis to determine whether there is sufficient operational firefighting resources. Any such review will not result in a reduction of the current figures.

- 44.7 To ensure an appropriate ratio and availability of Commanders, there shall be a minimum of on shift Commander positions as set out in the staffing chart appointed at any given time, with minimum establishment numbers of Commanders being 6 per district on an on-shift roster.
- 44.8 The CFA will supply response time data and staffing/equipment variations to the UFU on a monthly basis to be considered by the parties.
- 44.9 The parties will establish a Resources Allocation & Deployment Advisory Panel (which will be a sub-committee of the CFA UFU Consultative Committee) to discuss resource allocation & deployment issues.
- 44.10 The employer will provide complete transparency and access in relation to all emergency response and service delivery information, data and materials, including but not limited to JCK data and reports.
- 44.11 The RADAP will monitor and make recommendations to the CFA UFU Consultative Committee on any proposed change to brigade classes.
- 44.12 The parties support an increase in the global numbers of firefighters based on an analysis of specific risks within the CFA Fire District.
- 44.13 Consistent with the increases in staffing provided in this Agreement, the CFA will conduct an extensive range of preventative and preparedness programs and meet its duty of care by ensuring a minimum of seven professional firefighters to fireground incidents are dispatched before commencement of safe firefighting operations. This requirement applies to integrated stations in Districts 2, 7, 8, 13, 14, 15, and 27. Consistent with the increases in staffing provided in this Agreement, CFA will also ensure that there is a minimum of seven professional firefighters to fireground incidents that professional firefighters are dispatched to before commencement of safe firefighting operations for the following integrated stations being Shepparton and Mildura professional firefighters by no later than 1 January 2017 and Warrnambool professional firefighters by no later than 1 January 2018.

To avoid doubt, in accordance with current procedure, after undertaking a risk assessment/sizeup upon arrival at the fire/incident, the first arriving

Incident Controller on scene can determine the number of appliances and crews required for the fire/incident and can notify oncoming appliances and crews that they are not required to attend.

44.14 The CFA will meet its duty of care by ensuring that there are four professional career firefighters on all appliances except as where agreed as provided in the Charts in Schedule 1 as applicable from time to time and clause 43.2.6.

44.15 There will be no cross crewing of any appliance unless otherwise agreed by the parties.

44.16 In addition to other requirements of this clause (including the requirements of the Charts in Schedule 1 as applicable from time to time), above-strength career firefighters or career firefighters who are OSG personnel from either CFA or MFB can be used where necessary to act as drivers for on shift Commanders.

44.17 In all matters related to the employment of current or additional staff, where this Agreement requires the CFA to employ staff the CFA agrees that it is appropriate that a Court may grant orders requiring the CFA to employ such staff.

44.18 The CFA will not make any employee redundant, either by targeted or voluntary redundancy.

44.19 The parties acknowledge the need to increase firefighting resources and note that the Victorian Bushfires Royal Commission's final report makes reference, at 10.6.2, to the need to increase the number of career firefighters and integrated stations.

The employer will work with the UFU to respond to this matter.

44.20 Further Additional Staffing

44.20.1 The parties are committed to protecting employee health, safety and welfare. During the life of this agreement, the current staffing ratios, locations and levels will be increased. Having reviewed the

number and frequency of firefighter attendance at emergency calls throughout several locations in Victoria, and having regard to other relevant factors including population growth and increased risk factors, and to ensure the appropriate level of fire cover for the community, the Chief Officer has determined that additional employees and positions are required as specified in clause 44.20.2.

44.20.2 The CFA will establish 509 additional career firefighter positions in accordance with the minimum staffing set out in the Charts in Schedule 1 as applicable from time to time. The CFA will deploy an additional 509 career firefighters into these substantive established positions between the date this agreement commences and 30 June 2019.

44.20.3 The commencement date of operation for the charts in Schedule 1 can be extended as per below only by agreement between with CFA and UFU or by decision of the Disputes Panel. The reason for extension must relate to the availability of appropriate infrastructure or supervision.

- Chart commencing on 1 July 2016 can be extended for a maximum of 6 months.
- Chart commencing on 1 July 2017 can be extended for a maximum of 6 months.
- Chart commencing on 1 July 2018 can be extended for a maximum of 12 months.
- Chart commencing on 31 December 2019 can be extended for a maximum of 6 months.

44.20.4 The additional positions set out in the Charts in Schedule 1 as applicable from time to time will fulfil the CFA's prior agreement to employ an additional 342 career firefighters together with its agreement to employ a further additional 350 career firefighters.

44.20.5 The additional staffing resources implemented in accordance with Schedule 1 are sufficient to meet the staffing requirements of other provisions in this Agreement which have staffing implications.

44.20.6 The CFA will conduct a minimum of 4 recruit training courses per year, or a greater number of recruit training courses to be agreed between the UFU and the CFA to train the new recruits to give effect to clause 44.20.2. Neither party will unreasonably withhold agreement for a greater number of recruit training courses per year.

- 44.20.7 Each recruit training course will train a minimum of 25 recruits, or a greater number to be agreed between the UFU and the CFA. Neither party will unreasonably withhold agreement to a greater number of recruits per course.
- 44.20.8 In addition, if it is necessary in order to maintain the agreed staffing level, the CFA and the UFU agree to additional recruitment courses, to be run either by the CFA or by the CFA in conjunction with the Metropolitan Fire Brigade. Recruit training courses will continue to be run in accordance with this agreement until the requirements of clause 44.20.2 has been fulfilled. The parties commit to cooperate to facilitate the secondment of CFA instructors to the MFB to assist in the training of new recruits.
- 44.20.9 At the conclusion of each recruit training course or as otherwise agreed between the CFA and the UFU, the CFA will deploy all qualified recruit firefighters in the manner determined following consultation in accordance with clause 21 Consultation.
- 44.20.10 Consultation on the creation of any new positions and the deployment of personnel into positions shall occur in accordance with clause 21 Consultation.
- 44.20.11 In the event that the CFA fails to comply with the obligations to employ the additional firefighters by the nominal expiry date of the agreement, it shall continue employing firefighters and conducting recruit courses in accordance with clauses 44.20.4, 44.20.7, 44.20.7 and 44.20.9 until such time as the required number of positions in clause 44.20.2 have been employed.

45. GREATER ALARM RESPONSE SYSTEM AND MOVE UP SYSTEM

- 45.1 For the purposes of clause 43.2.1, the parties agree to consult under clause 21 on the development and implementation of a CFA Greater Alarm Response System (GARS) in accordance with the following objectives:

45.1.1 the CFA GARS will be interoperable with the MFB GARS;

45.1.2 the CFA GARS will be used in Districts 7, 8, 13, 14 and 27 (or other areas as agreed between the parties); and

45.1.3 the CFA will apply its GARS as far as is reasonably practicable at any operational incident.

45.2 The CFA agrees to an appliance dispatch and move up system in accordance with the following:

45.2.1 The CFA system will be interoperable and as per the MFB Move Up system.

45.2.2 The Move Up system will be utilised in all Melbourne fringe areas and all regional urban areas.

46. ON SHIFT RELIEVERS

46.1 All station based on-shift relievers (other than district based relievers) shall continue to be rostered to duty at their appointed location as per other station allocated staff.

46.2 Where no relief is required at their appointed location they may be utilised for relief within their appointed district and receive the appropriate entitlements in accordance with this agreement.

46.3 Further provisions regarding relievers are included in Schedule 2.

46.4 CFA employees are appointed to locations across the State of Victoria. The home location for any employee is a part of their employment conditions and cannot be changed without agreement. Similarly there shall be no other scope of reliever other than district-based or station-based unless by agreement with the UFU.

47. DAY RELIEF AND RELIEVING DUTIES

- 47.1 This clause applies for positions which are not 'on-shift' positions (on-shift positions are relieved via provisions as specified elsewhere in this agreement). The CFA will address fatigue management and employees health and wellbeing by providing adequate relief where required to prevent employees from being negatively affected by the accessing of their leave or their absence from the workplace.
- 47.2 For the purpose of this clause, leave means time in lieu, and all other types of leave, and absence means any absence from a normal role including but not limited to higher duties, training courses, project work and secondment.
- 47.3 Relief will be provided for all absences or leave.
- 47.4 The CFA shall consult via the consultation committee on appropriate planning to be applied to ensure the provision of relief across the CFA.

48. SECONDMENT & LATERAL ENTRY

- 48.1 Employees to whom this agreement applies shall not be permitted, or required, to undertake a secondment to another organisation except in accordance with the secondment programme in Schedule 16.
- 48.2 In accordance with the Bushfire Royal Commission, the objectives of this agreement and recognition of the Victorian and National footprint, the parties have agreed that an agreed secondment program is beneficial to establish and maintain interoperability and productivity. To this end, the parties have designed and developed a secondment program which the parties intend to operate and implement during the life of this agreement.
- 48.3 The agreed secondment program is as follows:
- 48.3.1 On the commencement of this Agreement and on 1 September of each year this Agreement is in operation, the CFA and MFB, in agreement with the UFU, will

offer the agreed secondment program training for a minimum 12 CFA career firefighters and a minimum 12 MFB career firefighters. Other fire services may be considered on a case by case basis if agreed between the UFU and CFA.

48.3.2 The agreed secondment program will only be for employees that hold the rank of Leading Firefighter or above.

48.3.3 The secondee must hold the same or equivalent rank as that of the position to which they are being seconded;

48.3.4 The advertisement for the agreed secondment program will be offered on 1 September each year and on the commencement of this Agreement, and the application period will remain open for 8 weeks.

48.3.5 The selection of the applicants and their appointment to a position will be on an agreed merit based process. Any unsuccessful applicant can use the dispute resolution process in accordance with this Agreement.

48.3.6 The agreed secondment program training is attached at Schedule 16.

48.3.7 The CFA shall follow the Secondment Agreement as attached in Schedule 17.

48.3.8 The agreed secondment program training will commence on 1 December each year and 12 weeks after the commencement of this Agreement.

48.3.9 Secondments in the agreed secondment program will be for a period of one year, with the option of extending the secondment for a further period of one year at the employee's discretion. Any further extensions will be by agreement of the parties.

48.3.10 In addition where ongoing vacancy problems arise or if requested by the CFA or the UFU, the parties may agree to institute additional agreed secondment programs.

48.4 Where the UFU or the CFA has identified a need to second to a long-term vacant position, the following shall apply:

- 48.4.1 The vacant position will be filled by secondment for no longer than 2 years;
- 48.4.2 Secondment will only be into positions that hold the rank of Leading Firefighter, Station Officer or above;
- 48.4.3 The person seconded into the position (the secondee) must be from the MFB or from another fire service that has been agreed between the CFA and UFU in accordance with clause 48.3.1.
- 48.4.4 The secondee must hold the same or equivalent rank as that of the position to which they are being seconded;
- 48.5 The agreed secondment program is at Schedule 16 and the further secondment agreement and training is at Schedule 17.
- 48.5.1 The CFA shall follow the Secondment Agreement and program as attached in Schedule 16 and Schedule 17.

LATERAL ENTRY

- 48.6 The CFA may only permanently fill a vacant position in any career firefighter classification by lateral entry in accordance with the steps in this clause (48.6) or in accordance with clause 48.7.
- 48.6.1 The CFA must advertise any vacancy at least twice internally (i.e. to operational employees in one of the firefighting ranks).
- 48.6.2 If there is still a vacancy, the CFA may second someone into the position in accordance with the secondment clause above.
- 48.6.3 If there is still a vacancy at the end of any secondment period, the position will be advertised internally once more. If there is no internal applicant, the position may be offered to the secondee on a permanent basis.
- 48.6.4 If there is no secondment, or if a secondee does not wish to take up the position on a permanent basis, then the CFA may seek external applications in accordance with the following conditions:

- 48.6.4.1 Applications can only be received from, and the position may only be filled, by a career firefighter of the MFB unless otherwise agreed (on a case by case basis) between the CFA and UFU.
- 48.6.4.2 Lateral entry will only be into positions that hold the rank of Leading Firefighter, Station Officer or above and the applicant must have successfully completed a recognised recruit course (a recruit course agreed between the CFA and UFU).
- 48.6.4.3 Any applicant for such a position must hold the same or equivalent rank as that of the position being advertised.
- 48.6.4.4 The successful applicant will undertake a short course to ensure that they possess any CFA specific requirements and skills relevant to the position. These requirements will be as determined by the CFA and UFU as agreed.
- 48.6.5 All accrued entitlements of the employee who enters the CFA via lateral entry will be transferred across to the CFA, including but not limited to annual leave, long service leave and personal/carers leave. Should the other agency refuse to transfer the entitlements, the CFA will carry over all entitlements or liabilities by the other agency. The CFA will also carry over the service completed with the other agency. Where the CFA employee transfers permanently to another firefighting agency the CFA will agree to transfer all entitlements to that agency. This clause (49.6.5) does not apply to candidates from fire services other than the MFB or CFA. This subclause applies to lateral entry under clauses 48.6 and 48.7.
- 48.7 An employee employed by CFA who within the 12 month period immediately prior to the commencement of his or her employment with the CFA was employed by the MFB, shall upon completion of a CFA recruits course:
- 48.7.1 Be appointed to the classification under this Agreement equivalent to that which the employee held on a substantive basis when employed by the MFB up to and including the classification of Qualified Firefighter. An employee whose equivalent classification is higher than that of Qualified Firefighter shall be appointed to the classification of Qualified Firefighter; and

48.7.2 Have the competencies recognised by the MFB for the purpose of their employment with MFB recognised by the CFA for all purposes.

48.7.3 Firefighting Services other than the CFA and MFB can be considered in the context of clause 48.7, but such consideration must be by agreement between the UFU and CFA and be dealt with on a case by case basis.

49. FIREFIGHTERS REGISTRATION BOARD

49.1 The CFA endorses the establishment of a firefighters registration board. The CFA will demonstrate this by letter of endorsement to the UFU Secretary.

50. ROSTERING

50.1 Employees shall be rostered in accordance with this clause.

50.2 The parties agree that for reasons including the welfare and safety of employees covered by this Agreement, the CFA will not employ any employee on any basis other than a roster of hours provided for in this Agreement.

50.3 The CFA will not employ an employee on a part-time or casual basis, and no employee may hold a position on such a basis, unless in each case there is agreement between all parties on a case by case basis (agreement is required for each employee).

50.4 This clause is subject to the rights of employees to work in a non-station based position pursuant to clause 51 below.

50.5 Employees other than full time employees shall have access to all terms and conditions under this agreement on a pro rata basis and shall receive an insecure work allowance of 25% of their annual wage.

50.6 Employees shall have their normal hours of work arranged in the following manner:

50.6.1 With the exception of dayworkers, full-time employees shall work and be rostered in accordance with the operational "10/14" roster set out in clause 129 or "12/12" roster set out in clause 198 for FSCC's or the Special Duties Roster set out in clause 131 or the Chief Officer Emergency Roster set out in clause 132.

50.6.2 Full-time operational dayworkers (professional firefighters who are not working on a roster referred to in 50.6.1) and MCS's shall work and be rostered in accordance with the special administrative duties roster set out in clause 133.

50.6.3 Full-time employees not covered by 50.6.2 shall work in accordance with the hours and rosters set out in the part of the agreement which applies to them.

50.6.4 Where part-time employment is agreed, part-time operational dayworkers will:

50.6.4.1 work and be rostered on hours negotiated and agreed in writing between the CFA the employee and the UFU that, on average are less than 42 hours per week. These hours may be worked over a 5 day cycle and may include evening or weekend work; and

50.6.4.2 be paid for any additional hours worked at overtime rates.

50.6.5 Part-time employees other than professional firefighters or MCS's will:

50.6.5.1 work and be rostered on hours negotiated and agreed in writing between the CFA the employee and the UFU that, on average are less than 38 hours per week. These hours may be worked over a 5 day cycle and may include evening or weekend work; and

50.6.5.2 be paid for any additional hours worked at overtime rates.

51. RIGHTS UNDER NES

51.1 In addition to other obligations on the CFA, and to avoid doubt, this clause does not limit the rights of employees, who are entitled to make a request for a change in working arrangements under s65 of the Act, to make such a request and to have it considered by the CFA in accordance with that section. However, the CFA has determined and the parties have reached agreement

that the CFA's operational requirements mean generally that on-shift employees should be employed on a full-time basis. As required by the Act, the CFA will consider every request from an entitled employee for flexible working arrangements and will assess each request on a case by case basis, but the parties acknowledge that this may in some cases require an entitled employee to transfer off-station or from their current work location to another position.

51.1.1 Where in accordance with this clause the CFA agrees to a request to work other than full time, for the reasons of service delivery, safety and welfare of employees, the employee will be rostered pursuant to clause 133.

51.1.2 Save in exceptional circumstances where there is no risk to service delivery, safety and welfare of employees, the CFA agrees that anyone accessing part-time arrangements will not work on the 10/14 Roster or form a part of minimum safety crewing in Schedule 1.

51.2 If a transfer is required, the employee shall suffer no detriment by virtue of working in a different position and shall be entitled to resume their station/location based on shift duties as soon as operational requirements permit.

51.3 To ensure that operational requirements are maintained, the following will apply:

51.3.1 An employee must provide appropriate evidence of their entitlement under the Act in the form of a statutory declaration, copies of which will be provided to the UFU and CFA.

51.3.2 An employee will be granted reasonable time off as they require if they are working in a non-station based position. An employee who is granted time off without pay in accordance with this clause will have their leave and other entitlements accrue on a pro-rata basis (that is, in accordance with the number of hours actually worked). Deductions from their ordinary total remuneration for any given cycle will be made proportional to the number of

hours not worked out of a 42 hour week. However, continuity of service will not be affected.

51.3.3 An employee who is absent from work without pay as set out in this clause will not be counted for the purposes of minimum staffing while absent. The CFA will be required to make arrangements in accordance with this agreement to ensure the requisite additional staff are rostered to ensure safe minimum staffing levels are met at all times.

51.4 An employee who works flexible working arrangements in accordance with this clause may be required to undertake such additional skills maintenance as the parties agree are necessary to ensure skills are maintained. Such skills maintenance shall be at times the employee is willing to work and shall be conducted during paid working hours. If an employee is performing skills maintenance pursuant to this clause, then that employee shall not count for the purposes of minimum staffing for the period that they are performing such skills maintenance.

52. PROVISION OF ROSTERS

52.1 The CFA will provide electronic copies to the UFU of all rosters at the time of promulgation to employees.

52A DIVERSITY

52A.1 The parties agree to jointly consider and develop strategies to increase diversity within the CFA operational workforce. The purpose is to encourage and attract applicants for operational positions from different groups within the community without lowering any standards of recruitment, selection or employment.

52A.2 Diverse groups include but are not limited to:

- Culturally and Linguistically Diverse (CALD)
- Gender including but not limited to women
- Aboriginal and Torres Strait Islander
- Socio and economically disadvantaged

52A.3 For the purposes of subclause 52A.1 the UFU and CFA agree to establish a working party which will report to the Consultation Committee in accordance with clause 21.

52A.4 The working party will comprise of equal numbers of CFA and UFU representatives.

52A.5 Items to be considered by the working party will consist of the following:

- Long term and short term advertising and marketing strategies to promote firefighting as a desirable occupation for diverse and minority groups
- The development of traineeships for socio and economic disadvantaged youth agreed between the UFU and CFA within the first 6 months post commencement of this agreement (such timeframe can be extended by agreement)
- Rostering including part time and flexible working arrangements
- Review of the recruit selection process.

52A.6 Any proposals for change arising from this working party must not impact or alter the current arrangements for minimum crewing as provided for in this agreement, or the 10/14 roster.

53. REHABILITATION UNITS

53.1 For reasons including health, safety and welfare, the CFA will implement rehabilitation units to ensure safe systems of work. Implementation, the number and locations of such Rehabilitation Units will be determined through the consultation process. The Rehabilitation Unit Officer is an agreed position on shift in which OSG personnel from either MFB or CFA may be rostered. The CFA will provide all equipment as outlined below as a minimum for use on each rehabilitation unit:

53.1.1 Agreed appliance

53.1.2 1 inflatable tent

53.1.3 8 Cooling Chairs

53.1.4 4 misting fans

53.1.5 Bottled water

53.1.6 Electrolyte Drinks

53.1.7 Cooling Towels

54. HEALTH OF EMPLOYEES

54.1 The parties agree that due to the nature of firefighting, firefighters (including but not limited to those in training, instructing and investigating) have an increased risk of contracting some cancers and PTSD. In accordance with accepted international scientific evidence and the Commonwealth Government legislation, the CFA is committed to supporting firefighters suffering from the agreed list of cancers and PTSD. The agreed list of cancers include:

- Primary site brain cancer
- Primary site bladder cancer
- Primary site kidney cancer
- Primary non-Hodgkins lymphoma
- Primary leukemia
- Primary site breast cancer
- Primary site testicular cancer
- Multiple myeloma
- Primary site prostate cancer
- Primary site ureter cancer
- Primary site colorectal cancer
- Primary site oesophageal cancer
- Mesothelioma
- Lung cancer in non smoker

54.2 The parties support the Government's presumptive legislation as the mechanism for implementing this commitment.

55. DISABILITY INSURANCE COVER

55.1 During the life of this Agreement, the parties agree to establish a committee to examine methods of further minimising risk encountered by Operational Staff in their duties and to consider additional compensation for Operational Staff and/or their families who suffer illness as a result of exposure to chemicals and

contaminants and unavoidable risk etc during the course of exercising their profession.

- 55.2 The committee shall investigate options, adopt strategies to minimise the effects of exposure to chemicals and contaminants and unavoidable risk and may make appropriate recommendations to Government including any relevant legislative protection and where necessary compensation.

56. ACCIDENT AND ILLNESS POLICY

- 56.1 The CFA and the UFU will consult and implement an agreed income protection policy/scheme for all employee covered under this Agreement. This income protection policy/scheme will commence from July 2017.

57. AMBULANCE MEMBERSHIP

- 57.1 The CFA will arrange for and meet all costs of membership of the ambulance service for each employee.

58. DISPUTES PANEL

- 58.1 A Dispute Panel will be established for the purpose of resolving disputes in respect of the matters of future staffing levels and future fire station staffing requirements and shall replace the Board of Reference previously established and referred to in the CFA and UFU Operational Staff Agreement 2008 and the 2008 Deed of Agreement.
- 58.2 Where agreed between the UFU and CFA, the Dispute Panel may consider and determine any other dispute in respect of a matter pertaining to the employment relationship or any other matter agreed by the parties.
- 58.3 The Dispute Panel will be constituted by:
- 58.3.1 a chairperson; and
 - 58.3.2 two other members, one nominated by the UFU and one nominated by the CFA.

- 58.4 The parties will agree on a chairperson within 3 months of the commencement of this Agreement. If the parties are unable to agree on a chairperson, they shall approach the President of the Fair Work Commission and request the President to provide a recommendation. The parties will accept this recommendation and nominate the nominee who shall become the chairperson of the Dispute Panel under this clause.
- 58.5 Should the chairperson referred to in 58.4 vacate the position of chairperson, the parties shall endeavour to reach agreement on a replacement chairperson.
- 58.6 If the parties reach agreement under clause 58.5 above, the parties' nominee shall become the chairperson of the Dispute Panel under this clause.
- 58.7 If the parties are unable to agree on a replacement chairperson under clause 58.6 above within 45 days of the chairperson referred to in 58.4 vacating the position of chairperson, they shall approach the President of the Fair Work Commission (Commission) and request the President to provide to the Minister a recommendation that the Minister nominate a replacement chairperson.
- 58.8 The Minister will accept a recommendation under clause 58.7 and nominate a nominee who shall become the chairperson of the Dispute Panel under this clause.
- 58.9 The Dispute Panel will meet within 7 days of either party referring a dispute to it, unless otherwise agreed and will deal with the dispute quickly.
- 58.10 While the Dispute Panel is dealing with a dispute the status quo which existed prior to the CFA advising the UFU of the action they intend to take will apply. Neither party will take any action to implement their position on the matter in dispute. This provision is not intended to affect the rights of either party may have under the Occupational Health and Safety Act 2004 (Vic) or the Fair Work Act 2009 (Cth).
- 58.11 In determining any dispute referred to it the Dispute Panel will have regard to all of the circumstances and in particular:
- 58.11.1 the CFA's statutory obligations under the Country Fire Authority Act 1958 (Vic);
 - 58.11.2 the CFA's obligations under the Occupational Health and Safety Act 2004 (Vic);
 - 58.11.3 the efficient allocation of resources having regard to employee needs;

- 58.11.4 community safety; and
- 58.11.5 the terms of this clause
- 58.12 In determining any dispute in respect of staffing levels referred to it the Dispute Panel will also have regard to:
 - 58.12.1 Risk Environment;
 - 58.12.2 Workload, performance and viability of brigades;
 - 58.12.3 State, National and International information, standards and practices;
 - 58.12.4 The capacity of the MFB or CFA to assist depending on whether the matter relates to CFA or MFB staffing;
 - 58.12.5 Firefighter safety; and
 - 58.12.6 the Emergency Management Manual Victoria, Part 7, Emergency Management Agency Roles.
- 58.13 Where the Chairperson considers that a matter before the Disputes Panel has broader implications beyond the CFA and MFB, or that it involves resourcing issues beyond the CFA's current allocation, then the Chairperson may invite the Emergency Management Commissioner (or delegate) to attend to provide relevant information or documentation as determined relevant by the Chairperson.
- 58.14 Both parties agree to abide by the Dispute Panel's determinations.
- 58.15 For the purposes of enabling both parties to submit relevant material to the Dispute Panel, the CFA shall provide the UFU with complete access to CFA documents and data required for analysis of CFA response activities. Such data includes but is not limited to JCK data. For avoiding disputes the CFA shall provide the UFU with JCK data 14 days prior to a request for the Board of Reference to be convened by either party.
- 58.16 Under the guidance of the Dispute Panel, the CFA and UFU will meet regularly to further develop JCK analysis (or an agreed like product) to better predict needs within the CFA. The CFA will not withhold information that could influence a decision or recommendation and where the CFA becomes aware of issues that affect the performance of brigades or the CFA, then the CFA will notify the UFU for further discussion.

59. MEDICAL CARE/ATTENTION

59.1 The parties agree to review and identify opportunities and provide a written report to maximise immediate and ongoing medical care/attention in the case of injury/illness. The parties will identify a range of preferred providers for a 24/7 emergency medical department, i.e. a major medical centre/hospital. A sub-committee established under clause 21 will select which provider will be utilised.

60. PEER SUPPORT

60.1 In recognition of the key role peer support work can play in supporting employees, and the lack of resources previously provided, the parties are committed to the following enhancements and clarifications of the peer support program:

60.1.1 Peer support employees under this agreement will be drawn from professional firefighters

60.1.2 For the avoidance of doubt, peer support employees are firefighters whose substantive role remains that of a firefighter but who undertakes peer support functions in addition to their substantive role

60.1.3 The CFA will provide peer support employees with reasonable resources they require to undertake their role

60.1.4 The CFA will provide peer support employees with agreed training and training to be interoperable with MFB

60.1.5 The CFA will regularly promote the peer support role and service to firefighters including all station and platoon visits with varying topics throughout the year by psychologists and peer support employees

60.1.6 The CFA will ensure that peer support employees will be supported by senior peer support employees and agreed psychologists and doctors

60.1.7 The CFA will ensure that peer support employees will be provided with one on one supervision by a peer support psychologist at least once per year or more on request of the peer support employee

60.1.8 The CFA will implement a pager service and direct phone contact as per the current MFB systems, rather than requiring peer contact through the previous switchboard service.

61. MEDICAL EXPENSES

- 61.1 For work related matters, the CFA will pay for and provide access for any employee to qualified psychologists. The CFA will also cover the costs of any transport and time for such attendance. Individual employee access to this service will not be disclosed to the CFA or any other person except where agreed to by the employee.
- 61.2 The implementation or change to the provision of access to psychologists under this clause shall occur via the provisions of clause 21.

62. REGISTRY OF ATTENDED CALLS AND EXPOSURE

- 62.1 Exposure control shall be a standing item on the Consultation Committee agenda.
- 62.2 The employer shall maintain a register of employees' exposure to any hazardous material, chemical or other hazards.
- 62.3 The employer shall, upon the written request of any employee, promptly provide the employee with a list recording:
 - 62.3.1 each call attended by the employee, fire call history or training available electronically, and/or
 - 62.3.2 any available record of any hazardous material, chemical or other hazard that they may have been exposed to, including but not limited to at each call or training described in the above sub clause.
- 62.4 The sole purpose of this clause and any information shall be for the welfare of employees. For the avoidance of doubt, it shall not be used for any discipline or counselling purpose.

63. HEALTH SCREENING

- 63.1 The parties agree that there will be a health screening program for all employees who choose to participate in the program.

- 63.2 There will be no adverse impact from an employee choosing to participate or choosing not to participate in the program.
- 63.3 The employer will pay for all costs associated with the health screening program, including but not limited to employee's time while participating and medical costs.
- 63.4 The provider of the health screening program will be agreed between the employer and the UFU.
- 63.5 Within the first 3 months of this agreement the CFA/UFU consultative committee will determine what the program will include and not include, subject to this clause. It is agreed that the following are already agreed items for inclusion in the program:
 - 63.5.1 There shall be total employee-doctor confidentiality
 - 63.5.2 Employees may choose their own or a separate medical provider if they desire. CFA will reimburse all costs for approved providers.
 - 63.5.3 The program will provide all health checks which were previously provided prior to the commencement of this agreement
 - 63.5.4 The program will provide comprehensive cancer screening
 - 63.5.5 The program will provide comprehensive and best practice cardiac and respiratory system health checks
 - 63.5.6 The program will provide general practitioner consultations
- 63.6 All employee information including medical information will be confidential between the medical practitioner and the employee and will not be disclosed to the employer, unless the employee agrees otherwise in writing. The employee and the medical practitioner is under no obligation to disclose any information to the employer regarding this program and the employer will not request in any circumstance that any information is disclosed.
- 63.7 The employer agrees that it will continue to provide health screening to former employees where appropriate. The extent of post employment screening will be the subject of consultation in accordance with Clause 21.

64. HEALTH AND FITNESS PROGRAM

64.1 The parties have introduced and will maintain and enhance a voluntary health and fitness program for employees via agreement in the CFA/UFU Consultative Committee.

64.2 The program includes the provision of professional fitness instructors (fitness leaders) to take voluntary classes at work locations.

Any future appointment of fitness leaders following the commencement of this agreement shall be from employees who have satisfactorily completed a recruit course with the CFA and other suitably qualified employees subject to consultation in accordance with Clause 21.

64.3 Any change to any work practices of fitness leaders will only be by agreement between the CFA and the UFU.

64.4 The CFA will provide gym equipment at each location where practical to allow this to take place. In the event that a gym facility cannot be provided, clause 92.21 will apply.

64.5 Employees shall be provided with a minimum of an hour whilst on duty during each shift in which they may utilise the gym or exercise.

64.6 The CFA will provide a sport voucher of \$125 value each year to all employees.

65. EQUAL EMPLOYMENT OPPORTUNITY

65.1 The employer will ensure that employees are not subjected to any form of bullying or harassment, that its employment practices are non-discriminatory and that all workers have equal access to multi-skilling, career path opportunities and all terms and conditions of employment.

65.2 The CFA will take into account the family responsibilities of recruits following appointment when deciding their station allocation so as to ensure so far as practicable that there is no conflict between their work and their family responsibilities. If there is disagreement regarding the bona fides of an applicant's family responsibilities the matter will be referred to discussions to reach agreement between a senior representative of the CFA and UFU. If the matter is not resolved it will be dealt with in accordance with the dispute resolution procedure.

66. RIAT

- 66.1 The parties agree in accordance with the objectives of this agreement to implement an enhanced rapid impact assessment capability and capacity within the organisation. The role of RIA and RIA teams will be the same and interoperable with the current MFB systems. RIAT is used for rapid assessment of large incident impacts such as storm damage. RIAT duties are extra, above and beyond normal duties and therefore personnel will be deployed only above strength (recalled), or released from normal duty to undertake RIAT duties (if released from normal duty, the CFA will recall to replace the released personnel).
- 66.2 The CFA will consult on any implementation of RIAT and any change to RIAT affecting the application or operation of this agreement or the work of employees..

67. MARINE

- 67.1 So that the employees are provided the skills and resources they need, the parties agree in accordance with the objectives of this agreement to implement an enhanced Marine capability and capacity within the organisation.
- 67.2 There shall be an enhanced Marine capability and capacity within the CFA. This shall be interoperable with the MFB.
- 67.3 The CFA will consult on any implementation and changes of Marine duties.
- 67.4 Employees who undertake marine work, shall prior to their allocation to such work, be released from duty and provided training in marine firefighting, shipboard firefighting and swift water rescue, as provided to MFB firefighters.

68. ASBESTOS AND CARBON FIBRES

- 68.1 The CFA shall develop for consultation an asbestos identification procedure; an asbestos awareness programme utilising operational staff as part of the Training Department; and a proposed policy for consultation on all matters relating to asbestos potentially affecting employees.

68.2 The CFA shall also investigate and develop proposed policies with respect to carbon fibre exposure for consultation.

69. UAV

69.1 To enhance the safety of firefighters in undertaking their work, and ensure firefighters are provided with the resources needed to undertake their work, the parties have agreed in accordance with the objectives of this agreement to implement an enhanced unmanned aerial vehicle (UAV) capability and capacity within the organisation. . Implementation, the number and locations of such UAV capability will be determined through the consultation process. The role of the UAV capability is agreed between the parties and as follows:

69.1.1 The CFA will implement an enhanced unmanned aerial vehicle (UAV) capacity within the CFA.

69.1.2 The UAV capacity will be interoperable with the MFB.

69.1.3 The CFA will release from duty and provide training for employees who are allocated UAV operators.

69.1.4 The CFA will consult on any implementation and changes of UAV duties.

70. HEALTH AND SAFETY

70.1 The parties acknowledge the ever increasing uncontrolled environment that firefighters have to respond to in protecting the community. As such the parties agree that an efficient fire service is one which embraces the importance of a reasonable and safe working environment both in the context of emergency response and their working environment. To facilitate such an environment the provisions of Schedule 3 will apply and be complied with.

70.2 The parties agree to apply and to review the OHS agreement at schedule 3, and any changes will be by agreement only and will be submitted by the CFA and UFU to FWC for variation of the agreement.

71. RETURN TO WORK

71.1 The parties recognise the importance of a fair and equitable rehabilitation program which recognises the requirement to make reasonable accommodation for employees returning from illness and injury. Accordingly, the parties have agreed on an effective Return to Work Program for ill and injured employees. The agreed comprehensive Return to Work program is incorporated into this Agreement at schedule 19.

71.2 Transfer on the grounds of health or fitness

71.2.1 If the employee considers that it would be detrimental to the employee's health to continue performing his / her duties or the employee is not physically fit to perform his / her duties, for any period of time, upon request of the employee, the CFA will, subject to agreement with the CFA, employee and the UFU, vary the employee's duties or transfer the employee to a different position which will not require the employee to move from their appointed station or their place of residence without their agreement.

71.2.2 If the employee transfers to a lower position none of the employee's entitlements will be reduced, including their right of progression.

71.3 Operational Support Group (OSG)

71.3.1 To facilitate Return to Work for an ill or injured employee the CFA in conjunction with the employee will develop a return to work plan for each member of the OSG in accordance with the agreed Return to Work program at Schedule 19.

71.3.2 An employee who is otherwise employed as a firefighter but at a given time is not fully fit for all operational duties of a firefighter will be deemed to be part of the Operational Support Group (**OSG**) until that employee is so fit.

71.3.3 No such member of the OSG can be rostered for any of the positions referred to in the chart referred to in clause 44 and schedule 1 with the exception of the limited number of positions as previously agreed between the parties. To give effect to this clause by identifying relevant positions and establishing a structure, the parties agree to refer this matter to the Consultative Committee who may establish a working party for this

purpose within six months of the commencement of the Agreement. No employee who is part of the OSG will suffer any loss of pay as a result of not being fully fit to perform all operational duties of a firefighter. This clause does not apply in circumstances where the employee has exhausted their entitlement to sick leave and such illness or injury is not work related.

71.3.4 All OSG employees shall continue to receive the EMR allowance.

71.3.5 Subject to this clause, the CFA will endeavour to provide suitable employment for each member of the OSG. In the event that there is no such position the parties agree to meet and discuss how to resolve this matter.

71.3.6 Travel conditions including additional travel time, mileage and tollway costs shall be provided to all employees who attend different workplaces as a result of an injury or illness.

71.3.7 Where a member of the OSG normally works on shift, they can elect to undertake their OSG duties during their normal hours of work and on their normal platoon, where this can be facilitated.

72. HEALTH AND SAFETY REPRESENTATIVES

72.1 To facilitate a safer working environment, the parties agree that in accordance with Government Policy any employee holding the position of health and safety representative or deputy health and safety representative shall be supplied with access to facilities such as telephones, computers, e-mail, notice boards and meeting rooms in a manner that does not adversely affect service delivery and work requirements. The CFA also agrees to provide the necessary equipment agreed through the relevant sub-committee for this function including but not limited to briefcases, information folders, diaries.

73. GAMBLING, DRUG AND ALCOHOL REHABILITATION

73.1 The parties recognise that firefighting often comes at a personal cost to employees. Accordingly, the parties agree to develop a gambling, drug and alcohol rehabilitation protocol for inclusion in the CFA's Employees Assistance

Program within the life of this agreement. This period can be extended by agreement.

- 73.2 This protocol will be developed and agreed by the CFA UFU Consultative Committee during the term of this agreement.
- 73.3 The protocol will include a confidentiality clause being that any disclosure by an employee under this program will be limited to an independent medical practitioner agreed between the UFU and the CFA.
- 73.4 The parties agree that the program developed under this clause, or any similar program, is only for the assistance of the employee concerned and will not be designed or used for any punitive purpose.
- 73.5 The parties recognise the dangers of smoking to the health of all employees. The CFA will take the following steps to encourage employees to give up smoking.
 - 73.5.1 Provide access to counselling and assistance via the "QUIT" program or Anti Cancer Council to those employees who are desirous of stopping smoking.

74. TRANSITION TO RETIREMENT

- 74.1 The parties agree to develop agreed parameters via consultation during the life of this agreement for the purposes of transition to retirement arrangements.
- 74.2 Such arrangements must be agreed and cannot be the subject of arbitration via the FWC. If they are not agreed, there shall be no such arrangements. The dispute resolution and consultation officer & disputes regarding consultation clauses to the extent that they provide the power for FWC to arbitrate disputes do not apply to disputes arising as to the development or implementation of transition to retirement parameters or arrangements under this clause.

75. REST PERIOD AFTER OVERTIME

- 75.1 When overtime is necessary it must, wherever reasonably practicable, be so arranged that employees have at least 8 consecutive hours rest (excluding any

time where the employee is required to drive) off duty between the work of successive shifts.

- 75.2 Any Firefighter or Officer (including FSCC's), who works so much overtime, between the termination of his or her work on one shift and the commencement of their ordinary work on the next shift, that they have not had at least 8 consecutive hours rest (excluding any time where the employee is required to drive) off duty between those times, must be released after the completion of the overtime, until the employee has had 8 consecutive hours rest (excluding any time where the employee is required to drive) off duty, without loss of normal pay for ordinary working time occurring during such absence or loss of overtime pay.
- 75.3 In case of employees in the Communications, Protective Equipment, ICS or Practical Area Drill Departments the period of time off duty before commencing work after the completion of overtime shall be 10 hours.
- 75.4 No employee shall work so much overtime that he or she works more than 18 hours consecutively, except by agreement between CFA, UFU and the employee concerned.
- 75.5 Any employee who works more than 16 hours consecutively shall also be entitled to a rest period of 8 hours but shall not suffer any loss of normal pay or loss of overtime pay as a consequence.
- 75.6 When Career Firefighters have been actively involved in operational duties during their shift, and they are retained for duty to maintain minimum staffing levels for the oncoming shift, there is a need to monitor and address the health and safety of an individual or group of individuals (platoon).
- 75.7 To assist in managing employees under this clause there will be a need to modify their duties/activities to ensure fatigue in the workplace is minimised. The duties/activities may be restricted to operational duties in these circumstances. If the duties are modified then the Officer in Charge may be notified.
- 75.8 The overriding principle is that unnecessary and/or non urgent duties/activities be rescheduled.

75.9 No employee shall be discriminated against because of the operation of this clause.

76. JOINT RECRUIT FIREFIGHTER COURSE

- 76.1 In support of current interoperability measures between the CFA and MFB, the parties agree to develop and implement a joint firefighter recruit course for all MFB and CFA recruit firefighter training. This will be done in accordance with clause 21 Consultation.
- 76.2 In achieving this outcome, the MFB will be the designated lead agency for all recruit firefighter training.
- 76.3 All recruit firefighter training will be delivered at the Victorian Emergency Management Training College (VEMTC) in Craigieburn.
- 76.4 All recruit firefighter courses will have a minimum of 12 instructors per course comprised of the following:
- 1 coordinator
 - 1 assistant coordinator
 - 10 instructors
- 76.5 The CFA and MFB will aim to provide equal numbers of CFA and MFB instructors on each course (i.e. 5 MFB and 5 CFA per course). Where this cannot be achieved there must be a minimum of 3 CFA instructors per course.
- 76.6 The coordinator and assistant coordinator will be alternated equally between the MFB and CFA across all recruit firefighter courses delivered.
- 76.7 Conditions of employment for all recruit coordinators, assistant coordinators and instructors will be standardised, without any disadvantage.
- 76.8 Numbers of CFA and MFB recruit firefighter candidates on each course will be allocated relative to attrition levels in each agency and commitments to additional firefighter numbers. It will also take into account the necessity to achieve the increases to minimum staffing in the timeframes as outlined in clause 39 of the MFB UFU Operational Staff Enterprise Agreement 2016 and clause 44 of the CFA Operational Staff Enterprise Agreement 2016.
- 76.9 Each recruit course will deliver generic curriculum to all candidates as developed by the Victorian Recruit Firefighter Interoperability Working Party and in accordance with clause 21 Consultation.

76.10 The provision of accommodation of recruits and instructors at VEMTC should be reviewed and considered in relation to distance/time travelled, without any disadvantage.

77. TRAINING AND PROFESSIONAL DEVELOPMENT

77.1 There is currently an agreed Emergency Response Training Framework document between the parties which is attached at Schedule 5. The parties agree to and give effect to all of the recommendations included in the framework. To avoid doubt the parties also give effect to the provisions of each of the sections contained in the framework document as the agreed training principles, delivery agreement, implementation of training agreement and the CFA training content.

77.2 In all training matters, the parties agree to comply with the requirements of the framework. Any such matters may only be changed by agreement via the consultative arrangements under this agreement.

77.3 The above Emergency Response Training Framework aligns required modules and training requirements with the firefighting classifications employed by the CFA in accordance with industry standards and agency specific requirements.

77.4 Training will only take place at agreed recognised training locations and not at fire stations, unless otherwise agreed. This clause will not affect current arrangements regarding station drills that occur at fire stations.

77.5 Consistent with the increases in staffing provided in this Agreement, the CFA will conduct an extensive range of preventative and preparedness programs and meet its duty of care by ensuring a minimum of seven professional firefighters to fireground incidents are dispatched before commencement of safe firefighting operations. This requirement applies to integrated stations in Districts 2, 7, 8, 13, 14, 15, and 27. Consistent with the increases in staffing provided in this

Agreement, CFA will also ensure that there is a minimum of seven professional firefighters to fireground incidents that professional firefighters are dispatched to before commencement of safe firefighting operations for the following integrated stations being Shepparton and Mildura professional firefighters by no later than 1 January 2017 and Warrnambool professional firefighters by no later than 1 January 2018.

To avoid doubt, in accordance with current procedure, after undertaking a risk assessment/sizeup upon arrival at the fire/incident, the first arriving Incident Controller on scene can determine the number of appliances and crews required for the fire/incident and can notify oncoming appliances and crews that they are not required to attend.

- 77.6 Attendance at all training and all professional development courses will be paid for by the employer and will be attended during the course of an employee's ordinary span of hours, unless the employee elects to undertake such activity outside of such hours whereby they will be paid overtime in accordance with Agreement. Any costs incurred by the employee in the attendance at any training or professional development will be met by the employer.
- 77.7 The CFA will provide sufficient numbers of courses so that employees are able to undertake their work and having regard to employee work life balance and equitable sharing of duties.
- 77.8 The CFA will provide the following minimum numbers of courses per year of the agreement unless otherwise agreed between the CFA and UFU in exceptional circumstances only.
- 77.8.1 Suitable numbers of promotional courses so that all time based promotions may occur as the employees become eligible to promotion.
- 77.8.2 This will equal at least 5 courses for LFF development and assessment courses
- 77.8.3 This will equal at least 3 SO development and assessment courses. During each calendar year 2017, 2018 and 2019 CFA will run 5 SO development and assessment courses.

- 77.9 The CFA will provide annual skills maintenance training for all firefighters that have a qualification in specialist roles or in the operation of specialist appliances or equipment.
- 77.10 All training related to changes to technology, upgrades of software, changes to IT use or introduction of new software will be delivered by appropriately qualified persons. Such training will only take place following consultation with the UFU in accordance with clause 21. This clause does not preclude computer training as determined on a case by case basis through the consultative committee.
- 77.11 The CFA will keep accurate and up to date records of all employee training and acquisition of skills, competencies and qualifications. Such records shall be available to employees on request.

78. WATER FOR TRAINING

- 78.1 Due to health and safety, all training and skills maintenance will only be undertaken using potable standard water. Training will not occur with any other standard of water.

79. COMMUNITY SAFETY

- 79.1 The parties will consult for the purpose of developing or considering new community safety initiatives or variations to existing initiatives with a view to continuing to maximising and enhancing community safety outcomes. This shall be done in accordance with the consultative processes within this agreement.

80. SPECIALIST COURSES

- 80.1 The parties agree that the selection process for selecting personnel for specialist courses will be transparent and equitable. The determination of participants will be made via equal weighting to the following three factors: need, time served and merit.

81. SKILLS MAINTENANCE FOR DAY WORKERS

- 81.1 Any employees from 12.3.1 to 12.3.11 (employees from the firefighting stream) rostered on other than a 10/14 roster will be required to work at

least 1 on-shift roster per annum at a fire station performing operational duties for which they are equipped for the purpose of skills maintenance unless otherwise agreed between the parties on a case by case basis.

81.2 To avoid doubt, all allowances applicable to the day workers will continue to be paid during periods of skills maintenance.

82. EMPLOYEE SUPPORT PROGRAMS.

82.1 The CFA will implement the following programs via the consultation clause of this agreement:

(a) Health and Well Being Program

The health and well being of employees is important to the individuals themselves, their team members and CFA as a whole. Accordingly there is a commitment to improve the health and well being of employees through:

- (i) Raising awareness of the problems
- (ii) Creating and maintaining joint responsibility for agreed outcomes
- (iii) Providing information on health, diet and exercises and implementing voluntary programs developed in these areas.

(b) Lifestyle/Relationship Program

A program aimed at providing employees covered by this agreement with support/education in communication and relationship management skills. The content and delivery of this support will be the product of discussions with the UFU who will conduct focus groups of employees (at the CFA's cost).

(c) Career Counselling

A formal process and system whereby employees covered by this agreement can access, on an equitable and voluntary basis, senior management advice and support in relation to their careers and management development from management personnel who agreed between the UFU and the CFA who are suitably qualified to provide such advice and support.

(d) Financial Planning/Education Programs

A voluntary financial planning and education program for employees covered by this agreement. The program would be designed around the needs of those involved and enable them to better cope with the emerging trend in Government tax policies and increase their awareness of “wealth creation” strategies and opportunities.

82.2 The CFA acknowledges the requirement of its employees to be encouraged in their endeavours to develop a rewarding and satisfying career.

WORKPLACES, UNIFORMS, EQUIPMENT AND APPLIANCES

83. UNIFORMS, APPLIANCES AND EQUIPMENT

- 83.1 The employer shall supply each employee and be responsible for the cost of replacing, repairing and / or cleaning the articles of clothing and / or equipment that must be worn and / or used by the employee.
- 83.2 The employer shall reimburse each employee for the cost of the purchasing, replacing, repairing and/or cleaning the articles of clothing and/or equipment that the Union and the employer agree must be worn and/or used by the employee. This provision does not apply where such clothing and equipment is provided, replaced, repaired and/or cleaned or paid for by the employer.
- 83.3 The replacement, repairs and/or cleaning of the articles of clothing and equipment will occur when reasonably required by each employee and/or when the uniform or equipment becomes so soiled or damaged that it requires cleaning, repair or replacement and/or when uniform or equipment can no longer meet certification to an agreed standard.
- 83.4 The parties acknowledge that the occupation of firefighting is an extremely hazardous and dangerous occupation where firefighters can be deployed into known and unknown hazardous situations to perform the rescue of life and protection of property.

In this context, the parties have prioritised the health and safety of the employee covered by this Agreement by agreeing on the following clause.

The CFA and UFU must agree on all aspects of the:

- 83.4.1 articles of clothing;
- 83.4.2 equipment, including personal protective equipment;
- 83.4.3 technology;
- 83.4.4 station wear; and
- 83.4.5 appliances;

to be used or worn by employees. 'All aspects' includes, without limitation, design and specifications. This applies to new and replacement items. 'Appliances' is defined as including any vehicle used by employees (including vessels and aerial vehicles) and any vehicle attachment such as a POD or trailer.

- 83.5 The agreed list of station wear, uniform and PPC&E is attached at Schedule 20, which for the purposes of interoperability, cost saving and efficiency will be identical to the station wear, uniform and PPC&E provided to MFB firefighters.
- 83.6 Attached at Schedule 25 is the agreed list of appliances with general specifications for use as at the commencement of this enterprise agreement. The replacement, use or commissioning of any appliances (including appliances not included in the schedule) must be in accordance with the specifications within the schedule with any variations in accordance with the consultation committee or as agreed via the consultation processes.
- 83.7 Changes to station wear, uniform and PPC&E will be by agreement only and will be determined via the Consultation Process under this agreement. To enhance interoperability, the parties may seek to combine consultation regarding uniform with the consultation process which occurs under the MFB operational staff enterprise agreement. To avoid doubt, if such occurs, the CFA will pay all such representatives in accordance with clause 28. The CFA will only seek to implement uniform at the same or higher standard for employees as that which is utilised within the MFB.
- 83.8 The CFA agree to conduct an audit of the adequacy and timeliness of its provision and distribution of uniforms, station wear and PPC. The outcome of the audit to be reported to and considered by the consultative committee referred to in clause 21.
- 83.9 Further to the above, the CFA will provide any employee who so requires them prescription eye protection/safety glasses as well as access to eye tests as part of the agreed health screening program.

83.10 Further to the above, the CFA will develop, consult and agree with the UFU a rehabilitation solution for personnel to deal with the anticipated thermal stress of new PPC and changing work environment.

83.11 Emergency response where PPC being repaired or cleaned:

83.11.1 Where a Firefighter or Station Officer has all 3 sets of their Structural PPC away for laundry or repair:

83.11.1.1 the employee will not be responded to any incident where they would be required to wear their Structural PPC, this includes as a driver or pump operator.

83.11.1.2 The OIC or Duty Officer will ensure that minimum crewing is maintained during this period.

83.11.1.3 The Firefighter or Station Officer can respond to any wildfire or level one incident.

83.11.2 Where a Firefighter or Station Officer has all 3 sets of their Wildfire PPC away for laundry or repair:

83.11.2.1 the employee will not be responded to any incident where they would be required to wear their Wildfire PPC.

83.11.2.2 The OIC or Duty Officer will ensure that minimum crewing is maintained during this period.

83.11.3 Where a Firefighter or Station Officer has all 3 sets of their Rescue PPC away for laundry or repair:

83.11.3.1 the employee will not be responded to any incident where they would be required to wear their Rescue PPC.

83.11.3.2 The OIC or Duty Officer will ensure that minimum crewing is maintained during this period.

83.11.4 No Firefighter or Station Officer shall use or be required by the CFA to use other firefighters PPC or spare CFA PPC.

83.12 Any new appliance proposed to be introduced into the CFA will only be introduced via the consultation clause in accordance with clause 21. No introduction will occur otherwise. Consultation will be on all aspects including but not limited to the design and specification, infrastructure, staffing levels and conditions, training and allowances related to the appliance.

83.13 For the avoidance of doubt, prior to the development / building or tendering of the appliance/s consultation will occur and CFA will reach agreement via clause 21 of this agreement on:

83.13.1 Design and specifications of the appliance;

83.13.2 Infrastructure to house the appliance and staffing levels within a fire station;

83.13.3 Safe Staffing to crew and operate the appliance;

83.13.4 Training package required to operate the appliance and end equipment stowed;

83.13.5 Allowances to be qualified to operate the appliance and end equipment stowed.

83.14 UFU will inspect appliance/s at least three stages during the build and on completion or at any change in a Manufacturer or at the completion of a run of appliances.

83.15 For the avoidance of doubt, this clause will also apply to any refurbishment or rebuild of an appliance/s.

83.16 All pumpers and aerial pumpers will be equipped with have at least 4 breathing apparatus's at all times and all appliances will have at least 1 for every person who catches the appliance at any time, except where agreed by consultation.

83.17 All pumpers and aerial pumpers will have an operating thermal imaging camera. Such camera will be an agreed model.

83.18 All stations will have the following additional equipment within the first 6 months of this agreement:

83.18.1 Thermal imaging camera of the agreed specification – 1 per Pumper and Aerial Pumper

83.18.2 gas detectors of the agreed specification – 1 per heavy pumper

83.18.3 1 portable radio per person on duty and at least 1 spare radio on each appliance.

83.19 All MCS personnel will be provided with the following list of equipment but MCS equipment shall not be limited to this list:

83.19.1 GPS

83.19.2 Radio including trunking

83.19.3 Tablet computer

83.19.4 Smartphone

83.19.5 Laptop

83.20 On retirement, employees shall be entitled to keep their uniform if they choose. The conditions and limitations will be in accordance with a policy to be finalised following consultation in accordance with Clause 21 and there will be consistency between the CFA policy and the MFB policy.

83.21 For reasons including but not limited to safety and security, whilst on any form of leave or absence, all uniforms and personal protective equipment provided and assigned to an employee shall remain retained by that employee.

84. EWP CHECKS

84.1 The CFA will ensure that a process is in place whereby EWP checks are in place at the commencement of each shift for all aerial appliances.

85. EMAIL ACCESS

- 85.1 The CFA will continue to ensure all employees who so wish will have access to their CFA email outside of working hours.
- 85.2 The CFA will also ensure all employees have an email address and access to their email at their work location during working hours.
- 85.3 The CFA will ensure as far as practicable that all emails sent and received are secure.
- 85.4 The CFA will provide payslips to all staff covered by this Agreement via email.
- 85.5 In recognition of health and safety, the employer will not monitor or access employees emails in any way. No person shall be given access rights to monitor or access employees emails in any way except in the event of a personal emergency affecting that employee or as part of the normal maintenance of the IT system by IT professionals.

86. SURVEILLANCE/MONITORING

- 86.1 Surveillance or monitoring of employees or the surveillance or monitoring of any CFA activity or resources that incidentally captures employees by means of surveillance or monitoring devices shall not be utilised for any purpose other than for operational response or to protect the security of CFA employees or property and shall not be utilised for, relied upon or produced for any employee disciplinary purpose, adverse report, counselling purpose or termination of employment purpose

No closed circuit cameras or similar surveillance device within the direct or indirect control of the CFA may be installed in or near a work location/station or vehicle without the agreement of the employees who will or may be filmed or recorded and parties to this agreement.

- 86.2 All CFA appliances will be fitted with GPS devices for operational response purposes. For the purpose of this clause a 'surveillance or monitoring device' includes but is not limited to a GPS or similar vehicle location/tracking device.

86.3 Where by agreement such devices are installed, the use of such devices will be in accordance with agreed protocols and any recorded material will be managed in accordance with the Privacy Act and by an employee determined by the UFU.

87. AMENITIES

87.1 The employer shall provide and maintain at each work location/station such amenities as have been or are agreed between the UFU and employer to provide for the preparation and consumption of meals, refreshments, recreation, rest and recline.

87.2 To enable comfortable sleep during rest and recline, sufficient beds, mattresses, their covers and pillows shall be supplied to accommodate the number of employees on night shift at each station.

87.3 A notice board will be provided in each workplace for posting of Union notices.

87.4 Tea, coffee, milk, and sugar will be provided at each location. Facilities for preparing hot drinks shall be provided for all employees on duty outside the work location/station. Refreshments will be provided for employees on fire and/or salvage duty for three hours or more for which a break of thirty minutes shall be allowed.

87.5 CFA will supply and launder all bed linen.

87.6 Where the employer seeks to make changes to any amenities or access to communications, the consultation provisions of this Agreement will apply and such changes will only occur by agreement between the parties.

88. INFRASTRUCTURE

88.1 The parties agree to abide by the agreed work location infrastructure design agreement (**Infrastructure Agreement**) in all matters associated with work location infrastructure, including but not limited to, design, modification and construction.

88.2 The Infrastructure Agreement is the replacement for the Integrated Fire Station Design Guidelines 2004 as agreed between the parties. An agreed copy of the 2016 CFA UFU Operational Staff Enterprise Agreement 2016 - FINAL

Infrastructure Agreement will be provided to the President of the FWC and placed on the file at the time the agreement is submitted to the FWC. The Infrastructure Agreement is incorporated as a part of this agreement.

- 88.3 The parties will agree to modify the Infrastructure Agreement to include work locations other than fire stations such as offices and training grounds within 6 months of the commencement of this agreement. The Infrastructure Agreement for Work locations other than fire stations standards shall be equivalent and comparable to the level of facility as provided for fire stations.
- 88.4 The Infrastructure Agreement may only be varied or departed from where there is agreement between the employer and the UFU.
- 88.5 Any agreed variation to the Infrastructure Agreement document will be treated as an enterprise agreement variation and the parties will apply to FWC to have such variation inserted and the agreement varied.
- 88.6 New work locations
- 88.6.1 The employer will adhere to and apply the Infrastructure Agreement for the design and specifications of any work location/station built after the date of certification of this agreement, except as agreed between the employer and the UFU.
- 88.6.2 The employer will adhere to and apply the Infrastructure Agreement for the design and specifications of appliances and equipment to be used in any work location/station built after the date of certification of this agreement, except as agreed between the employer and the UFU.
- 88.6.3 Deployment of staff to a particular work location shall not occur until infrastructure, furnishings, fittings, allowances and all deployment principles and matters have been agreed to in respect of that work location/station unless agreed between the parties.
- 88.7 Existing Work Locations
- 88.7.1 The employer will adhere to and apply the Infrastructure Agreement for the design and specifications of any modifications to any work location/station, except as agreed between the employer and the UFU.

- 88.7.2 Within the first 12 months of this agreement, the employer and the UFU will jointly review the amenities available at current work locations/stations and assess them against the Infrastructure Agreement.
- 88.7.3 Any modifications to existing work locations will be in accordance with the Infrastructure Agreement, except as agreed between the employer and the UFU.
- 88.7.4 The employer will use its best endeavours to modify existing work locations/stations so that they conform with the Infrastructure Agreement. Any modifications will be by agreement between the employer and the UFU and will be completed during the life of this agreement.
- 88.7.5 Where beds, recliners or other furnishings are identified which reasonably require replacement due to wear and tear, or where beds, recliners or other furnishings are below a reasonable standard, in either case the CFA will replace all such items.
- 88.8 The employer will provide appropriate facilities to ensure privacy for all employees at all locations, the minimum of such facilities being as already agreed with the UFU.
- 88.9 Where employees are required to stay or sleep in temporary accommodation, an allowance in accordance with 88.11.2 shall be paid.
- 88.10 The Lockup Arrangements as set out in Schedule 21 will be applied in all existing and future facilities.
- 88.11 No employee will be relocated or directed to relocate into temporary premises prior to there being agreement reached between the employer and the UFU as to:
- 88.11.1 any necessary temporary facilities and amenities;
- 88.11.2 An allowance of no less than \$4.16 per attended day shift and \$5.40 per attended night shift
- 88.12 No employee will be relocated or directed to relocate into any permanent premises (e.g. a new location, station or training college) prior to there being agreement reached between the parties as to all aspects and properties of the new location, including but not limited to allowances, the design of and facilities and amenities at the new location.

88.13 Where a permanent relocation occurs, employees will be paid a disturbance allowance of no less than \$1461.32.

88.13.1 This allowance will be paid on the following basis:

88.13.1.1 an allowance of \$1461.32 for the first 30 minutes of additional total daily travel time required or 30 kilometres additional daily distance or part thereof;

88.13.1.2 a further equivalent allowance of \$1461.32 for each additional 30 minutes or 30 kilometres or part thereof.

88.13.1.3 An exception to this is that no such allowance will be paid where the total additional distance to be travelled is ten kilometres or under.

WAGES, ALLOWANCES AND REMUNERATION

89. WAGE INCREASES

89.1 All employees covered by the terms of this agreement shall receive the following increase in wages. Such increase shall be paid in the following steps:

| | |
|-----------------|---------------|
| 1 November 2015 | 5% increase |
| 1 May 2016 | 5% increase |
| 1 November 2016 | 1.5% increase |
| 1 May 2017 | 1.5% increase |
| 1 May 2018 | 3% increase |
| 1 May 2019 | 3% increase |

89.2 The rates to which employees are entitled at the relevant dates are contained in the appropriate parts of this agreement.

90. RELATIVITIES

90.1 The parties have agreed on new relativities for the classifications referred to in this agreement. These relativities are set out in the wages clause of this agreement. These relativities will take effect from the date of this agreement.

90.2 The CFA and UFU agree that within the first four months of the commencement of this agreement the parties agree to refer to FWC for private arbitration an increase to the Station Officer and Senior Station Officer relativities unless their dispute is otherwise resolved.

91. SALARY PACKAGING

- 91.1 During the term of this agreement the parties agree to continue to implement the salary packaging options currently available to employees in accordance with Government Guidelines which includes but is not limited to property related costs.
- 91.2 Employees covered by this agreement shall be entitled to salary sacrifice up to 50% of their wages including any overtime payments.
- 91.3 Employee payments on termination shall be based on their Superable Salary.

92. ALLOWANCES AND REIMBURSEMENTS GENERAL

- 92.1 The monetary amounts of the allowances provided for in this agreement set out in Schedule 4 (with the exception of Clause 99.6 Personal Expenses and Accommodation) shall be paid in accordance with Australian Tax Office legislation. However, in the case where an employee receives less than the net amount stipulated in Schedule 4 the parties agree to have discussions regarding the reduced quantum. Each party reserves their rights to pursue any reduction in net entitlements in accordance with the above so no employee is disadvantaged.
- 92.2 All allowances will increase by 19% from the date of commencement of this agreement.
- 92.3 In accordance with existing practice the parties agree that any claim for additional allowance, new allowance, or increase to an existing allowances, will be referred to FWC for determination if the parties are unable to agree. The parties reserve their rights to put their respective positions (to avoid doubt, the parties agree that this clause applies despite the no extra claims clause).
- 92.4 The methods of payments for individual allowances will be paid electronically.
- 92.5 **Personal expenses and accommodation**
- 92.5.1 Procedures for and the amount of personal expenses relating to travel, accommodation and personal expenses for employees covered by this agreement, in addition to those contained

elsewhere in this agreement, are contained in the Personal Expenses and Accommodation Agreement 2015 at Schedule 4A. Reimbursement of personal expenses relating to travel, accommodation and personal expenses contained in the Personal Expenses and Accommodation Agreement 2015 are expressed as a figure net of tax. That is, the employer shall be responsible for the payment of any tax.

92.5.2 Where reasonable receipted expenditure exceeds the amount specified the receipted amounts will be reimbursed.

92.6 **Meal Allowance**

92.6.1 An employee entitled to a meal allowance where specified shall receive an allowance in accordance with Schedule 4.

92.6.2 Where overtime is worked for two hours or more before or after a rostered shift, a meal allowance will be paid for every meal except when the employer provides a meal.

92.6.3 If a call back for a Practical Area Drill employee exceeds four hours, a meal allowance for each meal shall be paid except when the employer provides a meal.

92.6.4 When recalled for duty an employee shall be paid a meal allowance on the following basis:

92.6.4.1 on day duty: two meal allowances if work commences before 1000 hours and continues for more than two hours; one meal allowance if work commences after 1000 hours and continues for more than three hours.

92.6.4.2 on night duty: one meal allowance if work commences before 2000 hours and continues for more than two hours.

92.6.5 An employee retained on duty within the meaning of clause 137 shall receive a meal allowance and if the period of retention exceeds two hours the employee

shall receive a further meal allowance and continue to receive a meal allowance at the end of each additional two hour period worked.

92.6.6 Where overtime is worked for more than two hours before or after a rostered shift a meal allowance for each meal shall be paid.

92.6.7 Where an employee's normal meal break is delayed for a period exceeding 30 minutes, except for reasons specified in clause 137.2 without two hours prior notice, the employee shall be paid a meal allowance.

92.6.8 Where an employee is required to work on a fire call or salvage/watching duty for three hours or more, which includes a period of a normal meal break, a meal allowance shall be paid.

92.6.9 An employee entitled to a meal allowance other than those specified in the Personal Expenses and Accommodation Agreement 2013 (at Schedule 4A) shall receive an allowance in accordance with Schedule 4.

92.7 **Spoilt Meal Allowance**

92.8 An employee whose meal is interrupted because of response to an emergency call shall receive an allowance in accordance with Schedule 4.

92.9 **Travel expenses and reimbursement**

Duty Allowance

92.9.1 When an employee who is a reliever or has agreed to work at another location is rostered for duty to a location other than that to which the employee is appointed, such employee shall unless as otherwise agreed between the parties on a case by case basis, receive at least 48 hours notice of such duty. During the period for which an employee is so detailed, they shall report to the duty location at the commencing time of each shift to which they are rostered and shall in addition to their wages be paid or reimbursed:

- 92.9.1.1 all expenses as prescribed in 92.9.3 and 92.9.4 necessarily incurred by them in excess of those ordinarily incurred between their residence and their appointed location; and
 - 92.9.1.2 provided that the relieving period is less than the equivalent of a rostered leave cycle, paid a daily allowance equal to one hour's wage at overtime rates; and
 - 92.9.1.3 if the duty location is further from their residence than is their appointed location, an allowance based on the shortest distance by road which separates their residence and duty location:
 - 92.9.1.3.1 of 2.5 minutes each way at ordinary rates for each kilometre or part thereof travelled within the Melbourne statistical division and the City of Greater Geelong; and
 - 92.9.1.3.2 of three minutes each way at ordinary rates of each four kilometres or part thereof travelled outside the regions prescribed in 92.9.192.9.1.3(i)
- in accordance with the agreed schedule of distances.

92.9.2 When a reliever while on duty at their appointed location is required to perform duty at another location they shall:

- 92.9.2.1 if returned to their appointed location during their duty shift, be reimbursed the cost of reasonable transport between their appointed location and the duty location at which they are required to perform duty. This provision shall not apply where reasonable transport is provided by the employer; and
- 92.9.2.2 if they remain on duty at such other location until the end of their duty shift, they shall, in addition to their wages be paid or reimbursed:
 - 92.9.2.2.1 the appropriate single travelling expenses to their appointed location; and
 - 92.9.2.2.2 paid an allowance equal to one half hour's (30 minutes') wages at overtime rates; and

92.9.2.2.3 if the duty location is further from their residence than their appointed location paid an allowance based on the shortest distance by road which separates their appointed location and duty location:

- of 2.5 minutes each way at ordinary rates for each kilometre or part thereof travelled within the Melbourne statistical division and the City of Greater Geelong;
- of three minutes each way at ordinary rates for each four kilometres or part thereof and travelled outside the region prescribed in 92.9.2(b)(iii) dot point one

in accordance with the agreed schedule of distances.

92.9.3 When an employee travels between their appointed and duty locations, or is required to do duty away from their appointed or duty location, or attend training, they shall be reimbursed the cost of reasonable transport. This provision shall not apply where transport is provided by the employer.

92.9.4 Any employee who by agreement with the employer uses their own motor vehicle on the employer's business shall be entitled to receive a Motor Vehicle Allowance in accordance with Schedule 4.

92.9.5 The CFA will reimburse any out of pocket expense incurred by an employee when using either their own vehicle or a CFA vehicle on CFA related matters.

92.9.6 In addition to any other allowance or conditions, all employees undertaking reliever work or appointed as relievers shall receive the Reliever Work allowance in accordance with Schedule 4.

92.9.7 Motor Vehicle / Kilometre Allowance

92.9.8 Employees entitled to a mileage or motor vehicle allowance in this agreement will receive a Motor Vehicle / Kilometre allowance in accordance with Schedule 4 Allowances.

92.9.9 Tollway Reimbursement

92.9.10 Tolls incurred during the course of employment including travel to and from home for overtime or to attend alternative work location will be reimbursed [however this does not include normal travel to and from work].

92.10 Attendance at training facilities

92.10.1 Training facilities will only be used where their use is agreed via consultation under clause 21.

92.10.2 The employer may fix within a spread of hours between 0800 and 2200 hours the daily number of training hours and the time at which daily training sessions are held.

92.10.3 The employer shall pay overtime at the rates prescribed in clause 137.2 for all reasonable travelling time outside the hours of 0800 hours to 1800 hours to and from the training facility.

92.10.4 Training time in excess of a total of ten hours in any one day or 38 hours in any one weekly tour of duty or week as the case may be (which shall not exceed five days) shall be paid overtime at the rates prescribed in clause 137.2.

92.10.5 Where an employee is required to attend training they shall be reimbursed the cost of reasonable transport, including travel time and kilometre allowance. This provision shall not apply where the employer provides reasonable transport and travel is on duty time.

92.10.6 An employee required to attend a training facility which requires him or her to stay away from home will be reimbursed the full cost of board and lodging. This provision shall not apply where the employer provides full board and lodging.

92.10.7 In addition, an employee required to stay away from home will be provided one days leave in lieu for each night that they are away.

92.11 Driving licence fee reimbursement

92.11.1 All employees shall be reimbursed their driving licence fee.

92.12 Relieving Allowance

92.12.1 An employee is a reliever or who agrees to do relieving duty away from their appointed location shall receive:

92.12.1.1 If the distance between their appointed location and their duty location is greater than 100 kilometres measured by the shortest distance by road in accordance with the agreed schedule of distances:

92.12.1.1.1 an allowance in accordance with Schedule 4 per shift; and

92.12.1.1.2 when off duty, the cost of reasonable accommodation, not at the duty location, dinner and breakfast, and a meal allowance; and

92.12.1.1.3 the expenses as prescribed in clause 92.9; for the journey to their duty location: prior to commencing relieving duty at the location and; for the return journey: at the completion of the tour of relieving duty at the location.

92.12.1.2 If the distance between their appointed station and their duty station is between 50 and 100 kilometres measured by the shortest distance by road in accordance with the agreed schedule of distances:

92.12.1.2.1 an allowance in accordance with Schedule 4 per shift; and

92.12.1.2.2 when there is a break between shifts of 24 hours or less, the entitlements prescribed in clause 92.12.192.12.1(ii).

92.12.2 A relieving employee shall not be entitled to the allowance prescribed in clause 92.12.1.1.2 when they return to their place of residence between shifts and receive the expenses prescribed in clause 92.9.

92.13 After Hours Allowances

92.13.1 Availability Allowance

92.13.1.1 All extra claims or change regarding on call arrangements, including rosters, must be subject to the consultation process in clause 21.

92.13.1.2 Employees appointed or allocated to Regions, Stations and Departments not working the 10/14 shift roster (or 12/12 in the case of FSCC's) who are required to be available after working hours to deal with operational matters shall receive an allowance in accordance with Schedule 4 to be counted for all purposes. In the case of employees covered by part C of this agreement, the allowance shall be in accordance with Schedule 4.

92.13.1.3 In the event of an employee covered by clause 92.13.192.13.1.1 being required to attend an operational incident, the time back on duty will be counted as part of their average hours per week.

92.13.2 Commander Qualifications Allowance

92.13.2.1 In recognition of the acquisition of the Commander Level 2 Skills profile, SSO's with Commander Qualifications will receive a qualifications allowance of 5 relativity points of the qualified firefighter rate.

92.13.3 After Hours Disturbance Allowance

92.13.3.1 Employees will not be contacted by the employer whilst on annual, long service, personal or accrued leave, other than in exceptional circumstances as agreed between the UFU and CFA.

92.13.3.2 Any employee who is contacted about any work related matter by a CFA employee, representative or volunteer at a time not specified in sub clause (a) above but when they are not being paid to be at or available to work or who is required to contact someone else about any work related matter at a time when the employee is not being paid to be at or available to work, shall

be paid by the CFA an after hours disturbance allowance of an amount equivalent to:

92.13.3.2.1 A minimum of one hours' pay at ordinary rates for each discrete contact (anything in excess of one hour shall be paid at double time).

92.13.3.3 To avoid doubt, any policies, including but not limited to business rules, cannot alter the effect of this clause.

92.14 Temporary Work Location Allowance

92.14.1 In recognition of the inconvenience and alteration to their work environment, all employees whose work location is refurbished, altered or redeveloped or whose work area is moved to a temporary location in order for such work to be completed will be paid an allowance in accordance with Schedule 4 for all such time worked.

92.15 Difficult to fill location allowance

92.15.1 To encourage employees to take up employment opportunities at difficult to fill or remote locations, employees will be paid an allowance in accordance with Schedule 4, for all such time worked at a remote or difficult to fill location.

92.15.2 A difficult to fill or remote location is any area outside the City of Greater Geelong, Bendigo, Ballarat and the Melbourne Statistical Division.

92.16 Change of Residence

92.16.1 Any employee, other than a Protective Equipment Section employee, who is permanently promoted, transferred or ordered from one location to another shall be reimbursed:

92.16.1.1 the actual necessary costs of conveyance of themselves and their family;

92.16.1.2 the actual necessary costs reasonably incurred in moving their furniture and personal effects;

- 92.16.1.3 the cost of comprehensive insurance cover for such furniture and personal effects whilst in transit, up to a maximum cover of \$100,000;
- 92.16.1.4 where the employer is satisfied that an employee who is eligible to receive reimbursement under clause 92.16.1 has suffered loss through accelerated depreciation of and extra wear and tear on furniture and effects or has incurred costs in replacing or altering carpets, linoleum, curtains and blinds as a result of removal:
- 92.16.1.4.1 an amount of \$1,000.00; or
- 92.16.1.4.2 an amount of \$1,000.00 where the employee has a substantially dependent spouse/partner and/or substantially dependent children.
- 92.16.1.5 the actual cost of stamp duty paid on purchase of a residence or land for their own permanent occupation within 4 years of their promotion, transfer or order of transfer taking effect, provided satisfactory evidence of the transaction is provided to the employer.
- 92.16.1.6 Such expenses as the employer, on the written recommendation of a Senior Officer, considers reasonable for overnight accommodation in the event of any such move not being completed in due time to permit occupancy of premises on the day of moving.
- 92.16.2 Protective Equipment Section employees who move to another location to take up an appointment shall receive the applicable benefits contained in the employers housing policy in lieu of the provisions above.
- 92.16.3 The parties agree that during the operation of this agreement the existing provisions relating to Change of Residence will be the subject of review and agreement by the parties. Further if the damage or replacement costs referred to in this clause exceed the current amount payable by the employer, the parties agree to utilise the dispute resolution procedure in this agreement.

92.17 First Aid Allowance

92.17.1 A holder of a current recognised first aid certificate shall receive an allowance in accordance with Schedule 4. This allowance is separate and independent from the EMR Allowance.

92.18 Representation Reimbursement

92.18.1 The CFA shall reimburse employees who attend, give evidence or participate in proceedings in any Commission, Court, Tribunal, or any other body, provided that the proceeding or the requirement to attend or participate in the proceeding relates to or is in the course of the employee's employment. The amount of the representation reimbursement shall be capped at \$5000 unless CFA approves a higher amount.

92.19 Language Allowance

92.19.1 Where employees covered by this agreement, who are qualified as per 92.19.2, communicate with members of the public in a language other than English then such employees who are in a position of direct contact with speakers of a language other than English spoken by the employee, including Deaf Oral Language or Deaf Sign Language, shall be paid an allowance in accordance with Schedule 4. This allowance shall be paid fortnightly in addition to the salary or wage.

92.19.2 Employees must have passed the National Accreditation Authority for Translators and Interpreters (NAATI) Language Aide Test, or a higher level NAATI test, or are recognised by NAATI to possess equivalent proficiency. A Language Aide is qualified to deal with routine or common enquiries.

92.20 Qualification Allowances

92.20.1 A holder of IFE Graduate/Technician Certificate or a Certificate of Fire Technology or equivalent shall receive an allowance in accordance with Schedule 4.

92.20.2 A holder of IFE Graduate/Technician Certificate and Certificate of Fire Technology or equivalent shall receive an allowance in accordance with Schedule 4.

92.20.3 A holder of IFE Membership and Graduate/Technician Certificate or equivalent shall receive an allowance in accordance with Schedule 4.

92.20.4 A holder of Certificate IV in Workplace Training and Assessment shall receive an allowance in accordance with Schedule 4. All ranks including and above Leading Firefighter shall be provided the opportunity to obtain the current industry standard Certificate IV in Workplace Training and Assessment. Any training certification and or assessment shall only be conducted by persons who hold the firefighting stream rank of at least LFF.

92.21 Gym/Fitness Club Membership

92.21.1 Where a gym facility is not provided by the CFA, the CFA will pay each employee's membership fees for a gym/fitness club of the employee's choice.

92.22 LONG HOURS ASSISTANCE

92.22.1 Where an employee considers it is not safe for them to drive after they have finished working, the CFA will:

92.22.1.1 Pay for the cost of a taxi home (or to any other reasonable location) for the employee when their period of duty concludes; and

92.22.1.2 Pay for the cost of a taxi for the employee to return to work (or to any other reasonable location) to retrieve any vehicle.

92.22.1.3 Pay any other reasonable amount for accommodation or air fares or other matter as agreed between the parties.

92.23 Payment of Allowances

92.23.1 The CFA will pay for any allowance, any Variation Voucher or any request for reimbursement of expenses in a timely manner. To avoid doubt, a timely

manner is no more than four weeks from when the work was performed or expense was incurred.

93. SUPERANNUATION

93.1 All employees covered by this Agreement are deemed to be operational for the purposes of membership of Emergency Services Defined Benefits Scheme (ESDB Scheme). CFA will designate all employees covered by this agreement as operational employees for purposes of membership of the Emergency Services Superannuation Scheme and advise the Minister for Finance that they have been so designated for the purposes of compliance with the *Emergency Services Superannuation Act 1986*.

93.2 Immediately upon the approval of this agreement, the parties agree to establish a Superannuation Equity and Fairness committee and agree to discuss and pursue the following initiatives:

93.2.1 Increase of the defined benefit from 8.4 multiplier on death or retirement.

93.2.2 Re-allocating the employer contribution from ESDB Scheme to the employee as soon as the employee has reached the maximum defined benefit and continues his/her employment.

93.2.3 Increase of benefits for spouses or dependent children.

93.2.4 Reduction of Taxation implications.

93.2.5 More entitlements for retirees.

93.2.6 The repealing of the 1994 two year Final Average Salary provision.

93.2.7 Expanding of ESDB Scheme to include Emergency Service Workers and support staffs that are currently excluded.

93.2.8 The implications of changed community standards and the increase in the Superannuation Contribution Charger from 9% on July 2013 to 12% on 1 July 2019.

- 93.2.9 A technical fix to an issue concerning members who have reached their maximum benefit multiple and have attained age 65.
- 93.2.10 Introduction of retrospective disability claims.
- 93.2.11 Changes to temporary disability pensions rules.
- 93.2.12 Introduction of a transition to retirement pension.
- 93.2.13 Increased employer contributions to the ESSS accumulation fund.
- 93.2.14 Increased recognition of service while on unpaid maternity leave; and
- 93.2.15 Increased death and disability benefits.
- 93.2.16 Removal of legislative provisions that penalise employees exiting the fund prior to age 50.
- 93.2.17 Ability for moving defined benefit amount to an accumulation fund after reaching the maximum multiplier.
- 93.2.18 Retrospective application or compensation re family law issues.
- 93.2.19 Other changes as agreed by the Superannuation Equity and Fairness Committee.
- 93.2.20 The committee may comprise, in addition to the CFA and UFU, relevant stakeholders including representatives from other emergency services and unions and Government. There shall be equal representation between the employers and the unions.

93.3 Employees may salary sacrifice any employee contribution to ESSS. This will be done in accordance with Government Guidelines and the relevant State Government legislation as long as this does not remove the entitlement to salary sacrifice. Employee contributions towards ESSS capable of being salary sacrificed will be taken from an employee's gross wage, not their net wage.

94. PAYMENT OF OVERTIME

94.1 The parties agree that the CFA will pay all overtime in a timely manner. To avoid doubt, a timely manner is no more than three weeks from when the overtime was performed.

95. CHILDCARE

95.1 Where as a result of being recalled, retained, working overtime or performing any work outside of their normal rostered hours, an employee is required to incur an expense for childcare in order that the employee can carry out their work, the CFA must reimburse the employee upon production of appropriate documentation of the childcare expense incurred.

96. JOURNEY ACCIDENT COVER

96.1 The employer shall provide all employees covered by this agreement with Journey Accident Insurance to and from work to ensure that:

96.1.1 pre-injury average weekly earnings for time lost due to journey accidents are maintained for up to 52 weeks; and

96.1.2 all medical expenses are met.

96.2 To avoid doubt, journey accident cover includes the first week of any TAC journey to and from work and/or work related claim.

96.3 The employer will also meet the cost of any damage to an employee's vehicle if incurred whilst the employee is using the vehicle for approved work purposes when used in connection with or coming to and from work. 'Vehicle' for the purpose of this clause includes a bicycle.

| |
|-----------------------|
| TYPES OF LEAVE |
|-----------------------|

97. INTERACTION WITH NATIONAL EMPLOYMENT STANDARDS

- 97.1 It is intended that the provisions in this agreement relating to leave will supplement any rights any employee has under the National Employment Standards.
- 97.2 For the purposes of the NES a shift worker is an employee:
- 97.2.1 who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and
- 97.2.2 who is regularly rostered to work on Sundays and public holidays.

98. IMMEDIATE FAMILY OR HOUSEHOLD

- 98.1 For the purposes of and consistent with this agreement the term "spouse" includes domestic partners of the same sex.
- 98.2 The entitlement to carer's, Compassionate or pressing necessity leave is subject to the person in respect of whom the leave is taken being either:
- 98.2.1 a member of the employee's immediate family; or
- 98.2.2 a member of the employee's household.
- 98.3 Immediate family includes:
- 98.3.1.1 spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee; and
- 98.3.1.2 child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild, niece, nephew or sibling of the employee or spouse of the employee.
- 98.4 The provisions relating to carer's leave, Compassionate leave and pressing necessity leave are intended to supplement any rights under the NES that an employee may have to paid carer's leave, unpaid carer's leave or compassionate leave.

99. PERSONAL LEAVE

99.1 Amount of paid personal leave

99.1.1 Paid personal leave is available to an employee when he or she is absent due to:

99.1.1.1 personal illness or injury (sick leave); or

99.1.1.2 for the purposes of caring for an immediate family or household member that is sick or requires the employee's care and support (carer's leave); or

99.1.1.3 because of Compassionate on the death of an immediate family or household member (Compassionate leave).

99.1.2 The amount of personal leave to which an employee is entitled depends on how long he or she worked for the employer and accrues as follows:

99.1.2.1 Employees who work 42 hours per week as per clauses 129, 131, 133, 148.7 and 197.

| Length of time worked for the employer | Personal leave shifts |
|---|------------------------------|
| On commencement | 33 |
| On completion of one year's service | 3 |
| On completion of two years service and each year thereafter | 18 |

99.1.2.2 Employees who work 38 hours per week as per clauses 150, 166, 175 and 187.

| Length of time worked for the employer | Personal leave days |
|--|----------------------------|
| On commencement | 18 |
| On completion of one year's service and each year thereafter | 18 |

99.1.2.3 The first three days of an entitlement to Compassionate leave in any one year which an employee takes as Compassionate leave or carer's leave shall be deducted from the above mentioned entitlement.

99.1.3 Any unused personal leave will accrue each year.

100. SICK LEAVE

100.1 Definition

Sick leave is leave to which an employee is entitled without loss of pay because of his or her personal illness or injury.

100.2 Entitlement

The amount of additional personal leave an employee may take as sick leave depends on how long he or she has worked for the employer and accrues as follows:

100.2.1 Employees who work an average 42 hours per week

| Length of time worked for the employer | Sick leave (shifts) |
|--|----------------------------|
| On commencement | 30 |
| On completion of two years service and each year' s service thereafter | 15 |

100.2.2 Employees who work 38 hours per week

| Length of time worked for the employer | Sick leave days |
|--|------------------------|
| On commencement | 15 |
| On completion of one year' s service and each year of service thereafter | 15 |

100.2.3 An employee who is absent due to personal illness or injury for only part of a shift/day, shall have deducted from their sick leave credits the following amounts:

| Duration of absence | Deduction |
|---|----------------------|
| Up to ¼ of a shift/day absent | No deduction |
| Between more than ¼ and ½ of a shift/day absent | ¼ shift/day deducted |
| Between more than ½ and ¾ of a shift/day absent | ½ shift/day deducted |
| ¾ of a shift/day absent | ¾ shift/day deducted |

100.2.4 Accumulated personal leave may be used as sick leave if the current sick leave entitlement is exhausted.

100.2.5 Notwithstanding anything contained in this clause, the employer may grant such additional sick leave on full pay as it may think fit.

100.2.6 An employee will be granted out of their sick leave entitlement leave of absence, provided they furnish a certificate from a registered practitioner (known as a medical certificate), including but not limited to the following: a registered dentist, doctor, pharmacist, podiatrist, psychiatrist, nurse or midwife, practitioner registered by the Chinese Medicine Registration Board of Victoria, naturopath, myotherapist, physiotherapist, chiropractor, osteopath, optometrist or a psychologist.

100.3 Notice

100.3.1 Before taking sick leave, an employee must give notice as soon as practicable before his or her next rostered starting time, unless he or she has a good reason for not doing so.

100.3.2 The notice must include:

100.3.2.1 the nature of the injury or illness (if known); and

100.3.2.2 how long the employee expects to be away from work.

100.3.3 If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.

100.4 Evidence supporting claim

100.4.1 An employee shall be entitled to two days sick leave per week without a requirement to provide any evidence.

100.4.2 An employee shall not be entitled to more than two days sick leave without a medical certificate or a statutory declaration in any week, however the employer may grant such leave without requiring evidence.

100.4.3 If the number of days during which such employees are absent in any one week without a medical certificate or a statutory declaration exceeds two days per week, the number of days absence in excess of two may at the election of the employee, be deducted from their annual leave or leave without pay.

100.5 Sick leave for other purposes

An employee is entitled to take sick leave for absences to provide care and support for persons who are ill or unable to care for themselves.

An employee is entitled to take sick leave for absences to attend medical appointments with a registered practitioner including but not limited to the following: a registered dentist, doctor, pharmacist, podiatrist, psychiatrist, nurse or midwife, practitioner registered by the Chinese Medicine Registration Board of Victoria, naturopath, myotherapist, physiotherapist, chiropractor, osteopath, optometrist or a psychologist.

100.6 The effect of worker's compensation

If an employee is receiving worker's compensation payments, he or she may elect to also utilise part of their sick leave to top up the difference between the quantum of the worker's compensation payments and the employees total wage.

100.7 The effect of public holidays

A public holiday observed during any period of personal leave (including but not limited to sick leave) of an employee entitled to public holidays, as prescribed by clause 109 - Public Holidays, shall not be regarded as part of the leave.

100.8 The effect of annual leave

An employee who becomes entitled to take personal leave (including but not limited to sick leave) during a period of annual leave will be recredited annual leave for the duration of such personal leave, subject to meeting evidence requirements under the personal leave clause.

100.9 Suitable Duty Days

The parties agree that employees who are injured as a result of a non work related injury can attend work to perform suitable duties under the OSG clause. Such employees will not count as part of minimum staffing.

101. CARER'S LEAVE

101.1 Paid leave entitlement

An employee is entitled to use personal leave (including but not limited to sick leave) to care for members of his or her immediate family or household who require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

101.2 Notice required

101.2.1 Before taking carer's leave, an employee must give notice as soon as practicable before his or her next rostered starting time, unless he or she has a good reason for not doing so.

101.2.2 The notice must include:

101.2.2.1 The relationship to the employee of the person requiring care and support;

101.2.2.2 The reasons for taking such leave; and

101.2.2.3 The estimated length of absence.

101.2.3 If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.

101.2.4 To avoid doubt, notice may be given for a person who requires care and support for an ongoing and/or intermittent basis.

101.3 Evidence supporting claim

101.3.1 An employee shall not be entitled to more than a total of five days carers leave without medical certificate or statutory declaration in any one calendar year.

101.4 An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this clause, any personal or sick leave entitlement for absences to provide care and support for such persons when they are ill.

101.5 Unpaid leave

101.5.1 An employee may take unpaid carer's leave for a single continuous period of up to 2 days or for any separate periods by agreement with the employer.

101.6 An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this clause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.

101.7 Additional leave

Notwithstanding anything contained in this clause, and in addition to any NES entitlement, additional leave, Compassionate leave or carer's leave on full or reduced pay, or leave without pay may be granted at the discretion of the employer.

102. COMPASSIONATE LEAVE

102.1 An employee is entitled to four days Compassionate Leave on any occasion on which a member of the employees' immediate family or household in Australia dies or when the death occurs outside Australia and the employee travels outside Australia to attend the funeral.

102.2 In circumstances not covered under this clause, leave to attend the funeral of other family members shall be considered at the discretion of the CFA. All applications will be treated in an equitable and consistent manner.

102.3 The first three days entitlement to Compassionate leave in any one year which an employee takes (as Compassionate leave or carer's leave) shall be deducted from that employee's entitlement to personal leave under clause 100.2. If an employee has insufficient entitlement to personal leave for any of their first three days the number of days for which that entitlement is insufficient shall be deducted from the employee's next years' entitlement to Compassionate leave. Any subsequent taking of Compassionate leave during that twelve month period shall not be deducted from that employee's personal leave entitlement.

102.4 Compassionate Leave is available to be taken up to and including the day after the funeral.

102.5 Additional unpaid Compassionate leave may be granted by agreement between CFA and the employee concerned.

103. PRESSING NECESSITY LEAVE

103.1 Leave of absence for four shifts (or 4 days for employees not on shift) on full pay shall be granted to any employee on each occasion on account of the injury or illness of a member of his or her immediate family or household or in any other case where in the opinion of the CFA special circumstances exist.

103.2 Where, in circumstances or in respect of a period not provided for in clause 103.1, the CFA is satisfied that on account of pressing necessity leave should be granted to an employee, the employer shall grant such leave on full pay.

103.3 Where an application for leave in accordance with this clause is declined, a grievance in relation to the refusal to grant leave may be initiated by a member of BCOM (or nominee) for review by the Manager, Personnel (or nominee). It is the intention of the parties that the respective nominees shall be the same person on each occasion to ensure consistency and confidentiality.

104. CULTURAL & CEREMONIAL LEAVE

104.1 The parties to this Agreement recognise and value the cultural diversity of all Employees and therefore shall provide the opportunity for Employees who are required to observe days of cultural ceremonial and/or religious significance.

104.2 Where attendance requires time away from work, Employees may apply for any accrued leave to which they may be entitled and shall have reasonable access to time in lieu.

105. FAMILY VIOLENCE

105.1 General Principle

That the employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the employer is committed to providing support to staff that experience family violence.

105.2 Definition of Family Violence

The employer accepts the definition of Family violence as stipulated in the Family Violence Protection Act 2008 (Vic). And the definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

105.3 General Measures

105.3.1 Proof of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, District Nurse, Maternal Health Care Nurse, a Family Violence Support Service or Lawyer.

105.3.2 All personal information concerning family violence will be kept confidential. Information will not be kept on an employee's personnel file without their express written permission.

105.3.3 Understanding the traumatic nature of family violence the employer will support their employee if they have difficulties performing their tasks at work.

105.3.4 The employer will identify a contact agreed to with the UFU in human resources, union Shop Steward or go to person who will be trained in family violence and privacy issues, for example, training in family violence risk assessment and risk management. The employer will advertise the name of the contact.

105.3.5 An employee experiencing family violence may raise the issue with their immediate supervisor, their union delegate/shop steward or Human Resources.

105.3.6 Where requested by an employee, the contact person will liaise with the employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub clauses 4 and 5.

105.3.7 The employer and UFU will develop agreed guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

105.4 Leave

105.4.1 An employee experiencing family violence will have access to such paid special leave for medical appointments, legal proceedings and other activities related to family violence, as required. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

105.4.2 An employee who supports a person experiencing family violence may take carers leave to accompany them to court, to hospital, or to mind children.

105.5 Individual Support

105.5.1 In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee experiencing family violence for:

105.5.1.1 appropriate changes to work arrangements and location in accordance with this agreement and/or

105.5.1.2 a change to their telephone number or email address to avoid harassing contact.

105.5.2 An employee experiencing family violence will be referred to the appropriate support services/agencies and/or other local resources.

105.5.3 An employee that discloses to Human Resources or their supervisor that they are experiencing family violence will be given a resource pack of information of current support and referral services.

105.6 No employee shall be dismissed or injured in their employment or have their position altered to their prejudice or be subject to any other act to their prejudice by reason of or for reasons that include the reason of:

105.6.1 their attendance or performance at work suffering as a result of experiencing family violence.

106. ACCIDENT PAY

- 106.1 An employee absent from work on account of any injury or illness arising out of or in the course of employment shall be entitled to leave of absence for up to 104 weeks while being entitled to Workers Compensation without reducing his or her sick leave entitlements. During the period of absence the employee shall be paid the difference between his or her total wage and such compensation.
- 106.2 The period of 104 weeks may be extended by agreement between the parties, depending on circumstances on a case by case basis.
- 106.3 During this period, employees will be paid all allowances and entitlements which they would have been paid had the injury or illness not occurred.

107. SPECIAL SICK LEAVE

- 107.1 Where the employer is satisfied that an injury or illness of an employee with at least six months service is directly attributable to or is aggravated by their service in an armed conflict with the Defence Forces of the Commonwealth of Australia or other Defences Forces as agreed between the CFA and UFU, such employee may, apart from any sick leave which may be standing to their credit, be credited with special leave with full pay amounting to fifteen shifts for shift workers or fifteen days for day workers (whichever is the greater) in respect of each year of service. Such special leave shall be cumulative, provided that the total of such accumulated leave standing at the credit of an employee shall not at any time exceed 100 shifts for shift workers or 100 days for day workers (whichever is the greater).
- 107.2 If any employee is certified to be suffering from Pulmonary Tuberculosis, Acquired Immune Deficiency Syndrome or other infectious disease, leave of absence may be granted on the following terms, via six months on full pay and three months on half pay. Any leave so granted in excess of the amount standing to their credit shall not be regarded as a debit against the employee. On their resumption of duty, such employee shall be entitled to a total in credit of not less than sixteen days on full pay and sixteen days on half pay.

107.3 Upon report of a qualified medical practitioner that, by reason of contact with a person suffering from a contagious or infectious disease and through the restrictions imposed by law in respect of such disease, an employee is unable to attend for duty, the employer may grant the employee special leave of absence with pay. Such leave of absence shall not be granted for any period beyond the earliest date at which it would be practicable for the employee to resume duty having regard to the restrictions imposed by law.

108. RECREATION/ANNUAL LEAVE

108.1 Recruit to Commander classifications, OM, FSCC, MCS and Instructor classifications.

108.1.1 An employee shall be entitled to 65.06 days Recreation/Annual leave per annum which shall accrue.

108.1.2 For employees on-shift, such leave shall be taken in periods of 28 days within alternating periods of twenty weeks and 24 weeks.

108.1.3 For other employees not on shift, such leave shall be taken within periods as agreed between the employer and the employee. These employees shall be required to take any Public Holiday on the date prescribed.

108.1.4 Where an employee leaves their employment before the completion of a full qualifying period for annual leave in any year of service, they shall be entitled to pro rata payment in lieu of annual leave for such broken periods of service calculated on the basis of 21.672 percent of the ordinary wage payments received by them during such period. In any event no employee shall be paid less than the amount of leave accrued under the National Employment Standards.

108.2 Annual leave - all other employees

108.2.1 An employee shall be entitled to 5 weeks Recreation/Annual leave per annum which shall accrue.

108.2.2 Such leave shall be exclusive of the public holidays and any period of other leave (other than where the employee elects otherwise in relation to unpaid parental leave or other unpaid leave).

108.2.3 The rate payable to employees shall be as prescribed by clause 89 and, where applicable, clause 92.20.

108.2.4 Where an employee who has become entitled to annual leave resigns or has their services terminated, they shall be entitled to be paid the rate specified in clause 108.2.3 for any portion of such leave not taken at the date of their resignation or termination.

108.2.5 Where an employee leaves their employment before the completion of any such period of twelve months they shall be entitled to pro rata payment in lieu of annual leave for such broken period of service calculated on the rate specified in clause 108.2.3 received by them during such period.

108.2.6 During any annual leave, employees will be paid an additional annual leave loading of 17.5% of the rate specified in this clause. The annual leave loading prescribed above shall apply to proportionate leave on lawful termination of employment.

108.3 Annual leave – conditions that apply to all employees

108.4 Any period of annual leave shall be accrued progressively on a cumulative basis.

108.5 An employee is entitled to request Annual Leave at half the rate of pay that they would ordinarily be entitled to. Agreement to such request is at the discretion of the Chief Executive Officer or their delegate.

108.5.1 Requests for annual leave at half the rate of pay will be treated in an equitable and consistent manner and consent will not be unreasonably withheld.

108.5.2 When an employee is granted annual leave at half the rate of pay that they would ordinarily be entitled to, the following clauses shall apply:

108.5.2.1 If the employee elects to take only that period at half pay, only reduce the employee's annual leave entitlements by half of what it would be reduced by had they taken their annual leave at full pay; or

108.5.2.2 If the employee elects to take twice the period of leave at half pay, reduce the employee's annual leave entitlement by the amount it would have reduced had they taken their ordinary entitlement for the ordinary leave period.

108.6 An employee shall be able at their election to swap a period in which to take annual leave with another willing employee.

108.7 Annual leave shall continue to accrue during any form of paid leave or when an employee is on workcover.

108.8 Where the CFA records state that an employee is in negative annual leave, and the negative position cannot be accounted for by the CFA and the employee, the CFA will void such negative leave balance.

109. PUBLIC HOLIDAYS/RECOGNISED DAYS

109.1 Employees other than on shift Recruit to Commander employees shall be entitled to the following public holidays without deduction of pay:

109.1.1 New Years Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Sovereigns Birthday, Labour Day and Melbourne Cup Day.

109.1.2 Provided that another day may be substituted for Melbourne Cup Day if mutually agreed upon by the employer and the majority of employees in each of the country areas affected.

109.1.3 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

109.1.4 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

109.1.5 When New Years Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

109.1.6 Where public holidays in Victoria are declared or prescribed on days other than those set out above, those days shall constitute additional holidays for the purpose of this agreement.

109.1.7 An employee by agreement with the employer may substitute another day for any public holiday prescribed in this clause.

109.2 Employees who agree to be rostered and working on the above days (including being rostered onto Special Rosters under clause 151), inclusive of Recruit to Commander classifications, will receive 10 hours accrued leave or double time at the employees election.

109.3 Where any public holidays occur in addition to those explicitly referred to in this clause, all shift work employees shall each year be provided an additional 12 hours accrued leave (whether rostered to work on the specific day or not) and non-shift workers shall be entitled to the public holiday without deduction of pay.

110. LONG SERVICE LEAVE

110.1 An employee accrues long service leave after 10 years service in accordance with the CFA Act. An employee is entitled to take pro rata long service leave after 7 years service.

110.2 An employee is entitled to take some or all of their long service leave at half the rate of pay that they would ordinarily be entitled to. Such request shall not be unreasonably withheld and is at the discretion of a Deputy Chief Officer. All applications will be treated in an equitable and consistent manner. In the event of the application being declined the matter may be referred for resolution in accordance with the dispute resolution process.

110.3 To avoid any confusion, the parties agree that this shall only reduce the employee's long service leave entitlements by half of what it would be reduced by had they taken their long service leave at full pay. (For example, an employee who had 3 months long service leave could take 2 months at half-pay – meaning

four months away from work – and be left with 1 month’s long service leave entitlement.)

- 110.4 Any long service leave taken on half pay will have no effect on the final average salary of an employee over the last two years of their employment.
- 110.5 The parties agree that to facilitate work life balance, employees may access up to 4 days per year of their long service leave entitlement as individual days.
- 110.6 This will be facilitated by the operation of a leave database where employees select days for leave. Available leave will be viewable to employees and leave will automatically be granted on application so long as a vacancy as per clause 110.7 exists.
- 110.7 The following number of persons will be able to utilise their leave on any one shift in accordance with each Rank:
 - 110.7.1.1 Firefighters (Level 1 through to Senior Leading) - 10 per day
 - 110.7.1.2 Officers (SO, SSO) - 5 per day
 - 110.7.1.3 FSCC's - 2 per day
 - 110.7.1.4 Commanders - 2 per day
 - 110.7.1.5 OM's - 1 per day
- 110.7.2 Additional days may be considered based on personal circumstances on a case by case basis.
- 110.7.3 The above entitlement should not be used as a precedent for any diminishment or abolishment of long service leave entitlement.
- 110.8 In exceptional circumstances based on genuine welfare needs, employees are entitled to cash out any accrued long service leave. All applications will be treated in an equitable and consistent manner. In the event of the application being declined the matter may be referred for resolution in accordance with the dispute resolution process contained within clause 26.

111. ACCRUED LEAVE

- 111.1 Where accrued leave (excluding the following: yearly accrual of annual leave, personal leave and long service leave) is provided under this agreement it will

also be administered via the database in below clause whereby any accrued leave (including but not limited to time in lieu in accordance with this agreement) may be taken on application through the leave database system. Such leave will not be limited per year. Accrued leave may also be taken in accordance with any other provisions set out in this agreement.

111.2 This will be facilitated by the operation of a leave database where employees select days for leave. Available leave will be viewable to employees and leave will automatically be granted on application so long as a vacancy as per clause 111.3 exists.

111.3 The following number of persons will be able to utilise their leave on any one shift in accordance with each Rank:

111.3.1.1 Firefighters (Level 1 through to Senior Leading) - 10 per day

111.3.1.2 Officers (SO, SSO) - 5 per day

111.3.1.3 FSCC's - 2 per day

111.3.1.4 Commanders - 2 per day

111.3.1.5 OM's - 1 per day

111.4 Accrued leave for employees not on shift, is not subject to the database referred to above.

112. WORKING & SICK LEAVE WHILE ON OTHER LEAVE

112.1 No employee covered by this agreement will be allowed to work for CFA during any period of Recreation/Annual leave including long service leave, except in circumstances which have been agreed between the employee, the UFU and the employer which includes but is not limited to employees participating in consultation processes, FWC proceedings or major emergencies on agreement between the employee, the UFU and the employer on a case by case basis and where the employee agrees on the specific circumstance. Where work is agreed and worked during leave under this clause, employees shall be reaccredited the leave and be paid recall provisions or the leave shall be treated as having been suspended and work performed on recall.

- 112.2 Any employee who uses Compassionate leave or sick leave during a period of Recreation/Annual leave or long service leave shall extend the Recreation/Annual leave or long service leave or shall be recredited for the period of time he/she is on Compassionate leave and/or sick leave.
- 112.3 An employee who uses sick leave of one tour/week or more while on Long Service Leave shall extend the long service leave or shall be recredited for the period of time he/she is on sick leave.
- 112.4 Where leave is extended under this clause, the recredited leave will be applied only to rostered days and not days off. For the avoidance of doubt, if leave is extended, the employee will continue on annual or long service leave for the number of days taken off for compassionate or sick leave additional to any days where the employee is not rostered to work.
- 112.5 This clause applies in addition to any NES entitlement.

113. INDUSTRIAL TRAINING AND UNION LEAVE

- 113.1 On the provision of notice by either the employee or the UFU, an employee who has been nominated by the UFU to attend a trade union training course shall be granted leave of absence on full pay for up to five days in any one calendar year or to ten days subject to the total leave for that year, and in the subsequent year not exceeding ten days, provided the training is likely to contribute to a better understanding of industrial relations by the employee.
- 113.2 On the provision of notice by either the employee or the UFU, an employee who has been nominated by the UFU to attend a trade union/OH&S/industrial relations related meeting or conference shall be granted additional leave.
- 113.3 In recognition of the employer's operational requirements, the period of notice for leave in this clause is two weeks. For the avoidance of doubt, employees may only be recalled to duty by agreement between the employee and the CFA. Leave will also be granted with less than two weeks notice, provided there is no serious operational impact that cannot be remedied with recall.

- 113.4 Upon election as a Health and Safety Representative (including Deputy), an employee shall be granted leave of absence on full pay for up to five days, as soon as practicable after appointment to attend an introductory Health and Safety Representative's Course which has been approved by an appropriate Occupational Health and Safety Authority.
- 113.5 An employee will be paid for attending any training or meeting referred to in this clause. If the employee is rostered on, the employee will be granted time off without loss of pay.
- 113.6 Leave under the provisions of clause 113.1 is in addition to leave under provisions of clause 113.4.

114. STUDY LEAVE

- 114.1 Study leave with pay shall be approved for employees undertaking courses of study approved by the employer. Such approval shall not be unreasonably withheld.
- 114.2 Leave without pay in addition to the paid study leave may be granted to employees upon application to the employer.
- 114.3 The employer shall grant an employee leave with pay for preparation and attendance and travel necessary for any examination or presentation ceremony associated with an approved course of study.
- 114.4 Reimbursement of the costs of such courses including fees and books shall be met by the employer on successful completion of each module/subject.
- 114.5 At all times leave is subject to work requirements and determined on that basis. Leave once granted cannot be revoked.
- 114.6 No employee may be directed to interrupt study leave once granted to perform work for the CFA during their period of study leave.

115. DEFENCE FORCE LEAVE

115.1 Leave of absence with pay shall be granted for twenty days in any year to any employee who is a voluntary member of the Reserve Forces for the purpose of attending training camps and any additional days a year for the same purpose on the certification of the Commanding Officer of the particular service unit concerned that such additional days are required.

115.2 Leave of absence with pay shall be granted for any period of service.

115.3 Where additional days are required for the purpose of service or travelling, requests for additional paid time off work shall be granted.

116. ANZAC DAY LEAVE

116.1 Every employee who is a current or former serviceperson and participates in an ANZAC March/Service or similar event will be granted leave of absence on ANZAC Day without deduction from the employee's pay or allowances.

116.2 An additional day of leave shall be provided to any employee who has been awarded a gallantry decoration.

116.3 An additional 3 days leave shall be provided to any employee who is a recipient of the Victoria Cross for Australia, the Imperial Victoria Cross or a Commonwealth equivalent.

117. JURY SERVICE

117.1 An employee required to attend for jury service during ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.

117.2 An employee shall notify the employer as soon as possible of the date upon which they are required to attend for jury service. Further the employee shall give

the employer proof of attendance, the duration of such attendance and the amount paid in respect of such jury service.

118. BLOOD DONATION LEAVE

118.1 An employee who is not working an on shift roster and who attends a recognised clinic for the purpose of donating blood during working hours shall be allowed the necessary leave of absence without loss of pay.

119. PAYMENT FOR ATTENDING INTERVIEWS/APPEALS

119.1 An employee who participates in a selection process (including but not limited to an interview) for an internal position or an appeal against a promotion or transfer as either an applicant for the position, an appellant or member of the interview panel or advisor in any appeal case, and does so when not on duty, shall be entitled to:

119.1.1 be paid for travel time to and from the interview (or other selection component) or appeal at agreed schedule of distances rates based on the distance between the employee's normal work location and the location of the interview/appeal;

119.1.2 be provided with a CFA vehicle or if authorised by either their manager and/or convenor of the interview (or other selection component) /appeal to use their own vehicle prior to the interview/appeal date be paid the vehicle allowance prescribed in Schedule 4 for all kilometres travelled. Employees travelling to and from the same work location are to travel in the same vehicle wherever possible. Convenors of the interview (or other selection component) /appeal will take all reasonable steps to ensure that attendance times are co-ordinated in order for this to occur; and

119.1.3 be paid at overtime rates for the duration of the interview (or other selection component) /appeal only plus any waiting time.

119.2 An employee shall not be required to attend any interview (or other selection component) for any CFA purpose while on leave. Any interviews (or other

selection component) will not be arranged in any way that would disadvantage an employee because they are on leave.

120. COMMUNITY SERVICE LEAVE

120.1 The employer and the UFU agree that employees will be granted ten days per year leave with full pay for any Community Service activity prescribed in the Fair Work Regulations or the following eligible community service activity (subject to this clause):

120.1.1 An eligible community service activity is defined in accordance with the Fair Work Act 2009, and also includes:

120.1.1.1 Eligible community service activity including Hospital and Council Community Engagement Activities.

120.2 To avoid doubt, a community service activity shall not include activities which are related to the work of employees.

121. LEAVE WITHOUT PAY

121.1 Where an employee requests leave without pay, such application for leave without pay shall be considered at the discretion of a Deputy Chief Officer. Such employee who requests leave without pay and is granted such leave shall not accrue leave entitlements during such period of absence.

121.2 All applications will be treated in an equitable and consistent manner and consent to leave without pay will not be unreasonably withheld.

121.3 Notwithstanding the above, leave without pay will be approved by the employer on application by an employee who is affected by a social and community issue such as mental illness, a drug alcohol or gambling addiction or a serious/chronic illness or injury. Leave under this sub-clause will only be approved on the basis that the employee can demonstrate attendance at a treatment process for their social and community issue. The CFA will ensure that this information is treated confidentially and will be given to an approved person within the CFA as agreed between the CFA and UFU.

122. PARENTAL LEAVE

122.1 The provisions set out below at the time of making the agreement shall be the minimum entitlement for paid Parental Leave. Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave in connection with the birth or adoption of a child.

122.2 Where parents are of the same sex, one parent is entitled to the conditions provided via the maternity leave clauses of this agreement whilst the other parent is entitled to the conditions provided via the paternity leave clauses of this agreement.

122.3 Definitions

122.3.1 For the purpose of this clause child means a child of the employee under the age of one year except for adoption of a child, where 'child' means a person under the age of sixteen years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

122.3.2 Subject to the sub-sub-clause below, in this clause, spouse includes a de facto or former spouse

122.3.3 In relation to clause 122.12 spouse includes a de facto spouse but does not include a former spouse.

122.4 Basic entitlement

122.4.1 After twelve months continuous service, parents are entitled to an aggregate of 104 weeks of paid and unpaid parental leave on a shared basis, in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males paternity leave may be taken. Adoption leave may be taken in the case of adoption.

122.4.2 For females 14 weeks of the entitlement to parental leave, associated with the birth of the child, is paid leave, while for males 1 week or four shifts paternity leave is paid leave, for the primary care giver 6 weeks or five tours of duty of the leave entitlement applicable to an adoption is paid leave.

122.4.3 Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

122.4.3.1 For the birth of a child three weeks prior to the expected date of birth and six weeks after the actual date of birth.

122.4.3.2 In the case of an adoption three weeks prior to the expected date of obtaining custody and six weeks after the actual date of obtaining custody.

122.4.4 Such days/shifts need not be taken consecutively.

122.5 **Variation of period of parental leave**

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

122.6 **Parental leave and other entitlements**

An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 104 weeks.

122.7 **Transfer to a safe job**

122.7.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy, or hazards

connected with the work assigned to the employee, make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

122.7.2 If the transfer to a safe job is not practicable, the employee may elect, to commence parental leave.

122.8 **Returning to work after a period of parental leave**

122.8.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

122.8.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 122.7, the employee will be entitled to return to the position they held immediately before such transfer.

122.8.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

122.9 **Replacement employees**

122.9.1 A replacement employee is an employee temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

122.9.2 A replacement employee will be informed of the temporary nature of the temporary promotion or transfer and of the rights of the employee who is being replaced.

122.10 **Maternity leave**

- 122.10.1 An employee will provide to the employer at least ten weeks in advance of the expected date of commencement of parental leave:
- 122.10.1.1 a certificate from a registered medical practitioner stating that she is pregnant and the expected date of birth or when leave is required;
 - 122.10.1.2 written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken;
 - 122.10.1.3 a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment;
 - 122.10.1.4 an employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 122.10.2 Subject to 122.4 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.
- 122.10.3 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 122.10.4 **Special maternity leave**
- 122.10.4.1 Where the pregnancy of the employee terminates after 20 weeks and the employee has not commenced maternity leave, the employee shall be entitled to take paid special maternity leave of the

equivalent amount that would have been entitled if such termination had not occurred.

122.10.4.2 Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

122.10.5 Where leave is granted under 122.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

122.11 **Paternity leave**

122.11.1 An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave:

122.11.1.1 a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of birth or when leave is required, or states the date on which the birth took place; and

122.11.1.2 written notification of the dates on which he proposes to start and finish the period of leave; and

122.11.1.3 a statutory declaration stating:

122.11.1.3.1 that with the exception of the paid period of paternity leave, he will take that period of paternity leave to become the primary care giver of a child;

122.11.1.3.2 particulars of any period of maternity leave sought or taken by his spouse; and

122.11.1.3.3 that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

122.11.2 The employee will not be in breach of 122.11.2 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

122.12 **Adoption leave**

122.12.1 An employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

122.12.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

122.12.2.1 the employee is seeking adoption leave to become the primary care giver of the child; and

122.12.2.2 particulars of any period of adoption leave sought or taken by the employee's spouse; and

122.12.2.3 that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

122.12.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

122.12.4 Where the placement of the child for adoption with an employee does not proceed or continue, the employee will notify the employer

immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

122.12.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

122.12.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

122.13 The provisions of the above clauses relating to paid parental leave are additional to any State or Federal Government paid parental leave.

123. ATTENDANCE MANAGEMENT

123.1 No employee will be required to implement or participate in any other action in relation to attendance management other than the agreed measures and plans developed by the CFA/UFU Consultative Committee.

**PART B - CONDITIONS APPLYING TO RECRUIT FIREFIGHTER TO
OM AND INSTRUCTORS AND MCS**

124. APPLICATION OF PART B

124.1 This part applies to all employees of the CFA engaged in or performing work in a classification or occupation referred to in this part of the agreement.

125. APPLICATION OF PART

125.1 This part applies to the following classifications:

- 125.1.1 Recruit Firefighter
- 125.1.2 Firefighter Level 1
- 125.1.3 Firefighter Level 2
- 125.1.4 Firefighter Level 3
- 125.1.5 Qualified Firefighter
- 125.1.6 Senior Firefighter
- 125.1.7 Leading Firefighter
- 125.1.8 Senior Leading Firefighter
- 125.1.9 Station Officer
- 125.1.10 Senior Station Officer
- 125.1.11 Commander
- 125.1.12 Operations Manager
- 125.1.13 Instructor
- 125.1.14 Senior Instructor

Or in the classification of MCS, which is not considered a

Firefighter or Officer Rank, but for which this part of the agreement also applies.

125.2 It is the intention of the parties that there will be no entry to the operational stream of firefighting other than through the recruit course. Accordingly, the CFA will not appoint, promote, progress or transfer a person to any rank referred to in this clause above, or to a position or classification holding any such rank, and no person may hold such a rank, position or classification, unless that person:

125.2.1 is (and immediately prior to the appointment, promotion, progression or transfer was) an operational employee:

125.2.1.1 who holds a CFA rank referred to in clause 125.1 and has completed the service referred to in clause 11, and

125.2.1.2 holds the prerequisites for the rank set out in clause 11 to which they are to be promoted, appointed, progressed or transferred, and

125.2.1.3 has completed any other necessary assessment and possesses any other necessary prerequisites for appointment, promotion, progression or transfer.

125.3 The only exception to the above shall be where an employee is seconded or laterally entered from the MFESB pursuant to clause 48 or where this agreement explicitly provides otherwise.

125.4 No person is allowed to sit for any assessment for a given rank unless that person has served the length of service that would otherwise make them eligible for promotion to that rank.

126. MLO

- 126.1 The role of a Multicultural Liaison Officer (MLO) is to assist and promote community liaison with the CFA with a multicultural focus.
- 126.2 There will be 1 MLO per Region.
- 126.3 The position description for MLOs shall be determined via the consultative provision of this agreement and shall be interoperable with the MFB MLO PDs. There will also be consultation with the CALD community.

127. HOURS OF WORK

- 127.1 The ordinary working hours for employees shall be 38 hours per week over a cycle of eight weeks for which the roster of hours and leave operates. Such employees shall be rostered and worked an average of 42 hours per week; two of which hours shall be overtime work and paid for as such and the remaining two hours shall be taken as accrued leave, in accordance with the roster laid down for this purpose.
- 127.2 The rostered hours of each employee shall not exceed:
 - 127.2.1.1 14 on any one day;
 - 127.2.1.2 48 in any 7 consecutive days
 - 127.2.1.3 96 in any 14 consecutive days;
 - 127.2.1.4 192 in any 28 consecutive days;
 - 127.2.1.5 336 in any 56 consecutive days.
- 127.3 Shower and changing times

When an employee is involved on a duty which requires a shower and change, fifteen minutes shall be allowed for this purpose.

Duty which requires a shower and change includes but is not limited to false alarms.

128. ROSTER OF HOURS

128.1 CFA shall employ each employee on one of the following rosters:

128.1.1 The 10/14 Roster System (referred to below)

128.1.2 Special Duties Roster (referred to below)

128.1.3 Special Administrative Duties Roster (referred to below)

128.1.4 Any other configuration as agreed between the UFU and CFA.

128.2 This does not affect the ability to set the Chief Officer's Emergency Roster on the conditions set out in clause 132 below.

128.3 Employees shall either be employed as 'relievers' or 'non-relievers'. Non-relievers cannot be required to perform reliever duties except by agreement.

128.4 A reliever shall be entitled to at least 48 hours notice of a change of rostered shift. If less than 48 hours notice is provided, the reliever may refuse the change.

128.5 Part time employees shall be rostered in accordance with clause 50.

129. 10/14 ROSTER SYSTEM

The roster of hours for an employee on the 10/14 roster system shall be as follows:

129.1 Shifts

D- 0800 hours to 1800 hours

N- 1800 hours to 0800 hours.

129.2 10/14 Roster system

| | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | |
|-----------|---|---|----|----|---|---|---|---|---|---|----|----|---|---|----|---|---|---|----|---|---|---|---|---|----|----|---|---|---|
| A Platoon | | | | D | D | N | N | | | | | D | D | N | N | | | | D | D | N | N | | | | | | | |
| Hours | | | | 34 | | | | | | | | 34 | | | | | | | 38 | | | | | | | 38 | | | |
| B Platoon | | | D | D | N | N | | | | | D | D | N | N | | | | | D | D | N | N | | | | | D | D | |
| Hours | | | 48 | | | | | | | | 48 | | | | | | | | 34 | | | | | | | 34 | | | |
| C Platoon | D | D | N | N | | | | D | D | N | N | | | | | | | | D | D | N | N | | | | D | D | N | N |
| Hours | | | 48 | | | | | | | | 48 | | | | | | | | 48 | | | | | | | 48 | | | |
| D Platoon | N | N | | | | | D | D | N | N | | | | | D | D | N | N | | | | | | | D | D | N | N | |
| Hours | | | 38 | | | | | | | | 38 | | | | 48 | | | | 48 | | | | | | 48 | | | | |
| A Platoon | D | D | N | N | | | | D | D | N | N | | | | D | D | N | N | | | | | | | D | D | N | N | |
| Hours | | | 48 | | | | | | | | 48 | | | | 48 | | | | 48 | | | | | | 48 | | | | |
| B Platoon | N | N | | | | | D | D | N | N | | | | | D | D | N | N | | | | | | | D | D | N | N | |
| Hours | | | 38 | | | | | | | | 38 | | | | 48 | | | | 48 | | | | | | 48 | | | | |
| C Platoon | | | | D | D | N | N | | | | | D | D | N | N | | | | D | D | N | N | | | | D | D | N | N |
| Hours | | | | 34 | | | | | | | 34 | | | | 38 | | | | 38 | | | | | | 38 | | | | |
| D Platoon | | | D | D | N | N | | | | | D | D | N | N | | | | | D | D | N | N | | | | | D | D | |
| Hours | | | 48 | | | | | | | | 48 | | | | 34 | | | | 34 | | | | | | 34 | | | | |

130. 10/14 SHIFTS

130.1 The following general conditions shall apply:

130.1.1 The roster may be varied for employees on special duties and to provide that during the first year of service an employee may be rostered on a different configuration as agreed between the CFA and UFU.

130.1.2 The roster when once compiled shall not be departed from, except in accordance with this agreement and by personal agreement between the employer and the employee(s) concerned.

130.1.3 In the event of an alarm requiring any station to stand by or turn out for an incident being received at the station during roll call, the oncoming shift shall crew the appliances, and if required, proceed to the incident, and the off going shift shall remain on duty if required until the other shift returns, or until otherwise directed, when it shall be dismissed.

130.1.4 If, when the oncoming shift reports at a station at the time prescribed for the change of shift, the other shift is proceeding to, or attending an incident, the oncoming shift, if so directed, shall, after roll call, proceed to the incident. The officer or senior member of the shift shall report the arrival of the shift to the Officer-in-Charge of the incident without delay. The off going shift shall remain on duty at the incident until relieved. The Officer-in-Charge at the incident may, if it is expedient, hold both shifts for duty at the incident. If the off going shift is not required at the incident or detailed for duty elsewhere, it shall return to its station and remain available until the other shift returns, or until otherwise directed, when it shall be dismissed.

130.1.5 In the event of one or more members of the oncoming shift being absent, an equal number of members in the shift on duty may be detained on duty until relieved.

130.1.6 Subject to the provisions of this clause, every employee shall be dismissed punctually from their rostered shift.

131. SPECIAL DUTIES ROSTER

131.1 By agreement between the UFU and the CFA, the special duties roster may be introduced into Fire Brigades and may be introduced at any other permanently staffed Fire Brigade to increase the day staffing capability.

- 131.2 The hours of duty shall be 42 hours per week over a seven day cycle.
- 131.3 The roster of hours shall be 0745 to 1815 comprising four day shifts worked either Monday to Thursday or Tuesday to Friday or such other configuration as agreed to by the parties.
- 131.4 Arrangements may be made for firefighters to vary from one day shift to another, or from day work to shift work.
- 131.5 Firefighters operating under this roster shall receive the same total weekly wage and annual leave provisions as firefighters on a 10/14 shift roster.

132. CHIEF OFFICER'S EMERGENCY ROSTER - FIREFIGHTERS AND STATION OFFICERS

- 132.1 When so determined by the Chief Officer, employees may be required to work an emergency roster to cover protracted major fires or incidents.
- 132.2 The following general conditions shall apply:
- 132.2.1 The hours of duty shall be twelve hours on and twelve hours off.
- 132.2.2 All travelling time to be deemed as "on duty".
- 132.2.3 All on duty hours shall be cumulative in regard to the average weekly hours normally worked, calculated over their respective hours of duty clause.
- 132.2.4 When an employee is placed on the emergency roster whilst on duty at their respective place of work, then the hours already worked for that shift shall be cumulative in regard to clause 132.2.3 hereof.
- 132.2.5 In respect of clause 132.2.3 hereof any hours calculated to be in excess of the normal weekly average shall be paid at overtime rates.
- 132.2.6 When an employee is normally rostered for duty at their respective place of work on the day following stand down from the emergency roster, then

they shall not be required to work that shift unless they have been off duty for a minimum of twelve hours before the starting time of that shift. The time off the normal shift shall be included as normal time worked.

132.2.7 Employees will be reimbursed for the cost of meals and accommodation. This provision shall not apply if meals and accommodation are provided by the employer.

133. SPECIAL ADMINISTRATIVE DUTIES ROSTER

133.1 The parties agree to consult through the CFA UFU Consultative Committee in relation to increasing the available special administrative duties for professional firefighters.

133.2 An employee rostered to Special Administrative Duties shall:

133.2.1 Be required to work an average of 42 hours per week, two of which shall be overtime work and paid for as such and the remaining two hours shall be taken as accrued leave;

133.2.2 Receive the same total weekly wage as employees on the 10/14 roster; and

133.2.3 Shall otherwise be entitled to all the terms and conditions of this agreement.

133.3 Where an employee is required to undertake duties that are outside of the standard hours for the work location the following shall apply:

133.3.1 Where such activity involves normal activities a minimum break between periods of duty of ten hours shall apply.

133.3.2 Where such activity involves a major fire or major incident a minimum break between periods of duty of twelve hours shall apply.

133.4 Where the CFA agrees to a request in accordance with clause 9 or clause 51 of this Agreement which involves work other than full time, that employee will not be required to work the average number of hours per week referred to in clause 133.2.1.

134. DAY STAFFING

134.1 A station may only be staffed on an agreed roster other than the 10/14 roster where there is agreement reached between the UFU and the CFA.

135. ROSTERING ARRANGEMENTS AND PROCEDURES

135.1 Changes to rostering will be regulated by a joint committee of the UFU and CFA, which will determine by agreement between the parties the principles and procedures that will apply for the rostering of employees in all circumstances, and to deal with specific rostering issues as nominated by either party.

135.2 The parties will continue to investigate a statewide electronic recall system. Any recall system may only be implemented via the CFA UFU Consultative Committee.

135.3 Rostering principles which have already been agreed include:

135.3.1 Employees are allocated to platoons and stations and there are agreed processes for any changes.

135.3.2 There shall be equitable rostering for relievers.

135.3.3 Rosters for relievers shall be notified 8 weeks in advance.

135.3.4 There shall be a transfer grievance committee to determine grievances regarding transfers.

135.3.5 Employees cannot be transferred between work locations or rosters except by agreement.

136. BREAKS

- 136.1 Employees are entitled to a paid meal break of one hour during each shift. During this time the employee is to remain on duty.
- 136.2 Subject to operational requirements meal breaks will be taken at regular times and will be commenced within five hours of commencing duty.
- 136.3 Employees performing fire duty continuously for a period of three hours or more are entitled to a paid 30 minute refreshment break.
- 136.4 An employee working overtime shall be allowed a paid rest period of twenty minutes after each four hours worked, if the employee continues to work after the rest break.

137. OVERTIME

- 137.1 All time worked by an employee in excess of the day's rostered shift or for more than four shifts in any seven consecutive days shall be paid for at the rate of double time per hour, calculated to the nearest quarter of an hour.
- 137.2 An employee recalled to work overtime shall be paid for a minimum of four hours' work at the rate of double time per hour. They shall not be required to work the full four hours if the job they were recalled to perform is completed within a shorter period.
- 137.3 At the election of the employee, time off equivalent to the period of overtime worked may be taken in lieu of receiving double rates, provided that if the time off has not been taken, an employee may later elect that the penalty rate for the overtime will be paid.
- 137.4 An employee on shift work who is retained on duty, at the conclusion of a rostered shift for 60 minutes or more shall be paid a minimum of four hours at double time, provided that if the work to be done is completed within four hours, the employee need not stay for the full four hours.

- 137.5 An employee retained on duty after a night shift, shall be entitled to eight consecutive hours off duty, without loss of pay for ordinary working time.
- 137.6 All recall or retention provisions apply regardless of whether or not any notice is provided for the overtime.

138. REST AND RECLINE

- 138.1 Employees on night shift shall be permitted between the hours of 11.00 pm and 7.00 am to recline and sleep where there is no operational work to be done.
- 138.2 In accordance with past practices of recent years within the CFA, operational work will be:
- 138.2.1 Limited and preplanned training that can only be conducted during the hours of 11.00 pm and 7.00 am.
- 138.2.2 Limited and preplanned community safety matters that can only be conducted during the hours of 11.00 pm and 7.00 am, and require the accompaniment of the Victorian Police or other relevant authorities.
- 138.3 The CFA will consult, in accordance with the consultative provisions of this agreement, prior to implementation , on pre-planned activities on a case by case basis.
- 138.4 It is the intention of the parties that during the hours of 11.00 pm and 7.00 am firefighters will not be unnecessarily disturbed.

139. EMERGENCY RESPONSE OR TRAINING ON LONG DISTANCE DEPLOYMENTS

- 139.1 The provisions of this clause shall apply only in circumstances of responding to emergencies where an employee is on a long distance deployment (including training) and shall not apply in circumstances where responding in "buffer zones" pursuant to the MFESB/CFA Mutual Aid Areas Agreement.
- 139.2 Long distance deployment is defined as:
- 139.2.1 deployment further than an adjacent district to an employees home district and

- 139.2.2 where such deployment requires the employee to stay away from home and
- 139.2.3 where the deployment is to a major incident as opposed to relieving at a station (except where the deployment is for training).
- 139.3 All crews formed or used under this clause must have a minimum crew of 4 and the Officer in Charge must hold the rank of Station Officer or above unless otherwise agreed between the parties, with the exception to specialist Operations crewing levels which will be determined by agreement between the CFA and UFU.
- 139.4 Where pre-arranged recall occurs (where a person is recalled to be sent on an emergency response outside Victoria or as part of a long distance deployment) then the person will be paid at recall rates for all time worked.
- 139.5 Employees whose response under this clause coincides with their rostered shift will be provided recall or retention provisions for all time worked prior or following (respectively) their rostered shift, or other entitlements as agreed between the CFA and UFU.
- 139.6 Where a person under this clause as part of a strike team, task force or special ops (excluding step up arrangements) is stood down external to Victoria or at the long distance deployment location (to be utilised in a following shift), they will be provided with 12 hours accrued leave for each period of stand down.
- 139.7 Shifts external to Victoria or as part of long distance deployments shall be 12 hours in length and where extreme circumstances exist shall not exceed 18 hours. An employee who is responded to an emergency under this clause, shall be paid as specified in this clause for a minimum of 12 hours, provided that if the work to be done is completed within 12 hours, the employee need not remain on duty for the full 12 hours.
- 139.8 Mileage allowance will be paid to any employee who uses his or her own vehicle to travel to and from a designated meeting point or debriefing session.
- 139.9 All living away from home/accommodation expenses incurred shall be paid in accordance with entitlements in the Agreement. Expenses exceeding normal Agreement entitlements and deemed reasonable will be reimbursed upon provision of evidence.

139.10 For the purposes of this clause, "work" means and includes all time spent by an employee from when they leave their district muster point to attend an emergency response (including briefings) to when they arrive back at the muster point, excluding all time when they are stood down.

139.11 In relation to deployment of personnel to incidents/fires overseas or where employees are deployed to Australian States which do not directly border Victoria, the parties will meet to discuss the applicable terms and conditions prior to such deployment. Such conditions will be no less than those provided for in clauses 139.1 to 139.10 and as otherwise provided for in this agreement.

140. FIRE INVESTIGATION

140.1 The CFA will provide a Fire Investigation Resource of an agreed minimum number of staff headed by Operational Staff to provide added safety and protection for firefighters and assist in firefighters being able to adequately undertake their roles.

140.2 Fire Investigation staff must and will be provided with a CFA vehicle and proper protection.

140.3 No fire investigator shall work alone.

140.4 The fire investigation staff role will be the same as the MFB fire investigation staff role (interoperable).

140.5 There shall be internal secondments available from stations to fill roles in the fire investigation department.

140.6 If at the commencement of this agreement the Fire Investigations Co-ordinator is currently an employee covered by another agreement, such employee will be paid at minimum the wages and comparable conditions of a Commander. Once the current incumbent vacates the position, the position will from that point be held by a Commander.

141. HAZMAT DEPARTMENT

- 141.1 For the protection of employees and to ensure employees are properly resourced, the employer will provide an agreed minimum number of specialist HAZMAT staff, headed by Operational Staff.
- 141.2 The CFA shall provide regular agreed training to ensure operators are able to undertake their role using safe systems of work and that such employees are not overworked
- 141.3 The CFA will promote interoperability in the context of HAZMAT with the MFB.
- 141.4 The agreed HAZMAT department parameters are as follows:
 - 141.4.1 The department is to be staffed to ensure that increased training occurs to ensure sufficient operators are available
 - 141.4.2 The HAZMAT appliances shall be crewed by designated employees at all times
- 141.5 The CFA shall ensure the upgrading of equipment via consultation
- 141.6 The department will also include scientific officers covered by the PTA agreement. During the life of this agreement, the parties will explore and develop the development of operational staff into specialised Operational Scientific Officer positions.

142. EMERGENCY MEDICAL RESPONSE (EMR)

- 142.1 The parties recognise that Emergency Medical Response (EMR) is a core function of the CFA and is limited to Priority O cases as defined in sub clause 142.4 and to a maximum of 6000 calls annually.
- 142.2 The parties recognise that in accordance with the CFA's duty of care, from time to time firefighters may need additional medical, psychological, peer or other assistance to cope with this demanding role. Such support and assistance shall be provided by the CFA for firefighters, upon request in order to avoid any potential OH & S issues arising. In the context of firefighters duty of care, firefighters may exercise a choice not to pursue this role.
- 142.3 Every employee covered by this agreement will be paid an amount of \$2.30 per hour worked when available to be rostered for EMR duties. The allowance will

also be paid for any and all periods where an employee is on leave or absent from the workplace. At an employee's election, this allowance shall be reduced to \$0.95 per hour and will become an all-purpose allowance and will form part of the employee's base wages/salary for the purpose of calculating superannuation contributions. The amount shall be incorporated in addition to the amounts set out at clause 144 (added to the amounts).

142.4 Definition of Priority "O" cases.

Priority O cases are those event types, which constitute the highest probability of cardiopulmonary arrest. Only a limited subset of Priority "O" calls will be responded to as part of EMR. They are:

| Event Type | AMPDS* Response Determinants | Despatch Code | Priority |
|------------|--|---------------|----------|
| 6D2 | Breathing problems, not alert | 1 | 0 |
| 6D2a | Breathing problems, not alert (asthma) | 1 | 0 |
| 9D1 | Cardiac or respiratory arrest/death, ineffective breathing | 1 | 0 |
| 9E1 | Cardiac or respiratory arrest/death, no breathing at all | 1 | 0 |
| 9E2 | Cardiac or respiratory arrest/death, breathing uncertain (agonal) | 1 | 0 |
| 9E3 | Cardiac or respiratory arrest/death, hanging | 1 | 0 |
| 9E4 | Cardiac or respiratory arrest/death, strangulation | 1 | 0 |
| 9E5 | Cardiac or respiratory arrest/death, suffocation | 1 | 0 |
| 9E6 | Cardiac or respiratory arrest/death, underwater | 1 | 0 |
| 11D1 | Choking, not alert | 1 | 0 |
| 11E1 | Choking, verified/ineffective breathing | 1 | 0 |
| 12D1 | Convulsions/seizures, not breathing | 1 | 0 |
| 12D1e | Convulsions/seizures, not breathing (epileptic/previous history) | 1 | 0 |
| 14D1 | Drowning/diving, unconscious | 1 | 0 |
| 15D1e | Electrocution/lightning, unconscious (electrocution) | 1 | 0 |
| 15D1l | Electrocution/lightning, unconscious (lightning) | 1 | 0 |
| 15D2e | Electrocution/lightning, not disconnected from power (electrocution) | 1 | 0 |
| 15E1e | Electrocution/lightning, Not breathing/Ineffective Breathing (Electrocution) | 1 | 0 |
| 15E1l | Electrocution/lightning, Not breathing/Ineffective Breathing (Lightning) | 1 | 0 |
| 31E1 | Unconscious/fainting, ineffective breathing (selected from case entry) | 1 | 0 |

* AMPDS = Advanced Medical Priority Dispatch System

- 142.5 The provisions of this clause define the circumstances in which Firefighters can be directed to perform EMR. Employees covered by this agreement cannot be directed to perform EMR in any situation other than in response to a defined type of priority O case.
- 142.6 Should EMR duties expand beyond 6000 calls annually or from responding to Priority O calls as defined in 142.4 to other duties then the provisions relating to EMR will be reviewed by the parties and the operation of this clause can only be varied by the agreement of the parties in writing and will be dealt with as a variation to this agreement.
- 142.7 Any review pursuant to 142.6 will be undertaken prior to the reaching of 6000 calls annually and prior to any proposed change to Priority O calls as defined.
- 142.8 The parties agree to review the CFA EMR capabilities and range of services it currently provides. The outcomes of any such review shall only be implemented by agreement between the parties.

143. Road Accident Rescue (RAR) Qualification, Training and Accreditation

- 143.1 The CFA will train all firefighters and officers in RAR to achieve a recognised qualification agreed between the parties.
- 143.2 The control agencies and support agencies for road accident rescue across Victoria are under review. As such, the parties agree to make submissions to EMV for this matter to be clarified and resolved within the first 12 months following commencement of this agreement.
- 143.3 The CFA will gain clarification under the Emergency Management Act 2013 as to the role of CFA Heavy Pumpers equipped with road accident rescue equipment, under the Control and Support agency arrangements for the State.
- 143.4 On clarification of the above, trained employees will be responded to RAR incidents and events across the State of Victoria in heavy pumpers in a control or supporting capacity. The Heavy Pumpers shall be recognised as a Rescue Appliance at motor vehicle accidents that require extraction of victims.

- 143.5 This training for Heavy Pumper response in the above capacity will be developed, implemented and delivered to all CFA career firefighters within 18 months of the Agreement being signed.
- 143.6 Skills maintenance will occur annually for all career firefighters.
- 143.7 Road Accident Rescue as described under this clause is in addition to Heavy Rescue response. Heavy Rescue response is an existing capability of the CFA using specialist appliances that will continue to operate in addition to the Road Accident Rescue described under this clause.
- 143.8 The CFA have already trained a number of firefighters in RAR and have placed RAR equipment on first response vehicles.
- 143.9 The training, equipment, role, deployment and other arrangements for this role shall be determined via the CFA UFU Consultative Committee. These matters shall be resolved between the parties within the first 3 months following the commencement of this agreement. Any outstanding matters shall be resolved via the Fair Work Commission.
- 143.10 The CFA have informed the UFU that until implementation is resolved, the CFA will not require or direct any employee to perform road accident rescue. However as stated above, dedicated heavy rescue units, ie. Melton, Dandenong and Geelong City shall continue to operate as these are not defined as Road Accident Rescue under this clause.
- 143.11 Parties agree that once the qualification is attained then an allowance of \$11.90 will be paid when the appliance is designated with the capacity of road accident rescue. If there is a dispute in relation to such designation of the appliance as a road accident rescue appliance then it will be reviewed in accordance with Clause 21 (Consultation).

144. WAGES

- 144.1 Each employee shall be employed in one of the following classifications and be entitled to the following rates (**enterprise rates**) at the relevant dates:

| Classifications and Increments | Relativity | Current Weekly Wage | 1 November 2015 5% | 1 May 2016 5% | 1 November 2016 1.5% | 1 May 2017 1.5% | 1 May 2018 3% | 1 May 2019 3% |
|--------------------------------|------------|---------------------|-----------------------|------------------|-------------------------|--------------------|------------------|------------------|
| Recruit | 88% | 879.62 | 923.60 | 969.78 | 984.33 | 999.09 | 1,029.07 | 1,059.94 |
| Firefighter Level 1 | 88% | 1,226.40 | 1,287.72 | 1,352.11 | 1,372.39 | 1,392.97 | 1,434.76 | 1,477.81 |
| Firefighter Level 2 | 90% | 1,249.10 | 1,311.56 | 1,377.13 | 1,397.79 | 1,418.76 | 1,461.32 | 1,505.16 |
| Firefighter Level 3 | 92% | 1,274.58 | 1,338.31 | 1,405.22 | 1,426.30 | 1,447.70 | 1,491.13 | 1,535.86 |
| Qualified Firefighter | 100% | 1,373.51 | 1,442.19 | 1,514.29 | 1,537.01 | 1,560.06 | 1,606.87 | 1,655.07 |
| Senior Firefighter | 110% | 1,497.63 | 1,572.51 | 1,651.14 | 1,675.90 | 1,701.04 | 1,752.07 | 1,804.64 |
| Leading Firefighter | 115% | 1,579.47 | 1,658.44 | 1,741.37 | 1,767.49 | 1,794.00 | 1,847.82 | 1,903.25 |
| Senior Leading Firefighter | 122% | 1,675.68 | 1,759.47 | 1,847.44 | 1,875.15 | 1,903.28 | 1,960.38 | 2,019.19 |
| Station Officer | 130% | 1,785.73 | 1,875.02 | 1,968.77 | 1,998.30 | 2,028.27 | 2,089.12 | 2,151.80 |
| Senior Station Officer | 140% | 1,922.94 | 2,019.09 | 2,120.04 | 2,151.84 | 2,184.12 | 2,249.64 | 2,317.13 |
| FSCC | 140% | 1,922.94 | 2,019.09 | 2,120.04 | 2,151.84 | 2,184.12 | 2,249.64 | 2,317.13 |
| Senior FSCC | 174% | 2,389.91 | 2,509.40 | 2,634.87 | 2,674.40 | 2,714.51 | 2,795.95 | 2,879.83 |
| Commander on command | 166% | 2,348.85 | 2,466.29 | 2,589.61 | 2,628.45 | 2,667.88 | 2,747.91 | 2,830.35 |
| Commander – L2 | 169% | 2,396.09 | 2,515.89 | 2,641.68 | 2,681.31 | 2,721.53 | 2,803.17 | 2,887.27 |
| Commander - L3 | 173% | 2,443.32 | 2,565.49 | 2,693.76 | 2,734.17 | 2,775.18 | 2,858.44 | 2,944.19 |
| Commander – L4 | 176% | 2,490.51 | 2,615.04 | 2,745.79 | 2,786.98 | 2,828.78 | 2,913.65 | 3,001.06 |

| | | | | | | | | |
|---------------------------|------|----------|--------------|----------|----------|----------|--------------|----------|
| OM on commen cement | 186% | 2,632.17 | 2,763.7 8 | 2,901.97 | 2,945.50 | 2,989.68 | 3,079.3 7 | 3,171.75 |
| OM – L2 | 190% | 2,679.39 | 2,813.3 6 | 2,954.02 | 2,998.33 | 3,043.31 | 3,134.6 1 | 3,228.65 |
| OM – L3 | 193% | 2,726.55 | 2,862.8 8 | 3,006.03 | 3,051.12 | 3,096.88 | 3,189.7 9 | 3,285.48 |
| OM – L4 | 196% | 2,773.79 | 2,912.4 8 | 3,058.10 | 3,103.97 | 3,150.53 | 3,245.0 5 | 3,342.40 |
| MCS L1 | 186% | 2,632.17 | 2,763.7 8 | 2,901.97 | 2,945.50 | 2,989.68 | 3,079.3 7 | 3,171.75 |
| MCS L2 | 190% | 2,679.39 | 2,813.3 6 | 2,954.02 | 2,998.33 | 3,043.31 | 3,134.6 1 | 3,228.65 |
| MCS L3 | 193% | 2,726.55 | 2,862.8 8 | 3,006.03 | 3,051.12 | 3,096.88 | 3,189.7 9 | 3,285.48 |
| MCS L4 | 196% | 2,773.79 | 2,912.4 8 | 3,058.10 | 3,103.97 | 3,150.53 | 3,245.0 5 | 3,342.40 |

144.2 Overtime

In all cases when calculating overtime the rate to be used will be 90.93% of the enterprise rate.

145. HIGHER DUTIES

145.1 To ensure the chain of command, where there is an employee absent, the CFA will fill the absence with an employee at the equivalent classification or where this Agreement allows, the CFA will act up an employee.

145.2 A Leading Firefighter with Station Officer qualifications may act in place of a Station Officer and shall be paid at the rate of the rank to which they are acting up for the entire period of higher duties. Leading Firefighters without Station Officer Qualifications cannot act up into Station Officer.

145.3 The parties agree to increase Station Officer relief requirements for Station Officers and Senior Station Officers at the major stations locations, being Ballarat City, Bendigo, Dandenong and Geelong City Fire Stations via clause 44.20.

145.4 The major stations where a Senior Station Officer is identified will at all times maintain a permanently appointed Senior Station Officer on duty. Where it can be demonstrated that no Senior Station Officer can be rostered or recalled to maintain a Senior Station Officer on duty, a permanently appointed Station Officer

may perform higher duties to the Senior Station Officer position, and he/she shall be paid at the rate of Senior Station Officer for the entire period of higher duties.

145.5 Where only one Leading Firefighter is on a shift, he or she must be replaced by another Leading Firefighter.

145.6 An Officer may act in place of an employee of the next higher rank and shall be paid at the rate of the employee they are acting up for, for the entire period of higher duties. To avoid doubt, this would include an Officer or an Officer with qualifications of the next highest rank, acting into the higher rank.

145.7 Where an Officer may act in place of an employee that is two ranks above their substantive rank, they shall be paid at the rate of the employee for which they are acting up for, for the entire period of higher duties. Only the following ranks in accordance with the following conditions may act in place of employees that are two ranks above:

145.7.1 A substantive Station Officer can act into the Commander rank, however cannot perform the role of Rostered Duty Officer until they have the Commander 2 competencies.

145.7.2 All ranks discussed must be qualified in the rank that they are acting into.

145.8 To avoid doubt:

145.8.1 Leading Firefighters cannot act into the Senior Station Officer rank or above.

145.8.2 A Senior Station Officer can act into a Commander rank.

145.8.3 All ranks discussed must be qualified in the rank that they are acting into.

145.9 To avoid any doubt, in all circumstances where an employee is performing higher duties they shall receive all applicable conditions and entitlements applicable to the higher position. This includes but is not limited to incremental progression

within the higher rank and in such a way as that the time to achieve the ranks next increment may be made up of more than 1 separate higher duty blocks.

145.10 Where an employee is acting into a Commander role, they shall receive use of a vehicle as referred to in clause 156 as though the employee held the substantive rank of Commander.

145.11 Where an employee is undertaking higher duties in a position which is paid at a rate of less than 10% more than their substantive position, the employee will be paid a 10% higher duties allowance for all time worked.

145.12 A Commander may act in place of an OM for a period of time. An employee who acts as an OM for any period shall be paid at the rate of the employee that they are acting up for, for the entire period of higher duties.

145.13 An OM may act in place of a DCFO for a period of time. An employee who acts as a DCFO will be paid at the rate of a DCFO for the entire period of higher duties.

145.14 An employee who is performing higher duties before commencing a period of leave and performs higher duties after their leave shall be entitled to have their leave paid at the higher duties rate.

145.15 An employee who has performed higher duties for longer than 1 month (or who has reasonably expected to perform higher duties for 1 month) and who at the time of arranging leave were of the understanding that they would remain on higher duties immediately prior to the leave, shall be entitled to have their leave paid at the higher duties rate.

145.16 To avoid doubt, performing higher duties at any rank is entirely at the election of the employee concerned.

146. ALLOWANCES

Where an allowance is a qualification allowance, the employee must maintain their skills to continue to receive the allowance. In the event that the employer does not provide the employee with the opportunity to maintain their skills, the employee will continue to receive the allowance despite not maintaining their skills.

146.1 Heavy Rescue Allowance

Employees detailed on to a designated heavy rescue appliance will be paid an allowance in accordance with Schedule 4.

146.2 Fire Investigation Allowance

Employees qualified to undertake Fire Investigation and Analysis duties shall be paid an all-purpose Fire Investigation allowance in accordance with Schedule 4. This is in addition to normal entitlements.

146.3 Hydrostatic Testing of Breathing Apparatus Allowance

Any employee involved in the Hydrostatic Testing of Breathing Apparatus and related equipment shall be paid an allowance in accordance with Schedule 4 Allowances per shift for the entire shift during which any such BA duties are performed.

146.4 USAR Operator Allowance and Trench Rescue Allowance

All employees qualified as Urban Search and Rescue (USAR) operators shall be paid an allowance in accordance with Schedule 4 Allowances.

All employees qualified as Trench Rescue operators shall be paid an allowance in accordance with Schedule 4 Allowances.

Where employees are qualified USAR Operators and Trench Rescue Operators, they shall only be paid one of the above allowances per week at any time.

146.5 CBR Allowance

All employees qualified as CBR operators shall be paid an allowance in accordance with Schedule 4 Allowances.

146.6 Marine Response Allowance

In any event that the CFA make a decision to implement marine response capability within CFA geographical area then the parties agree that an allowance will apply. Any such allowance would be parity between the MFB and CFA.

146.7 High Angle Rescue Technicians

Employees who undertake and successfully complete training as a High Angle Rescue Technician shall be paid an allowance in accordance with Schedule 4 Allowances.

146.8 UAV Operator

In any event that the CFA make a decision to implement UAV capability within CFA geographical area then the parties agree that an allowance will apply. Any such allowance would be parity between the MFB and CFA.

146.9 Watchroom Duties Allowance

In addition to any other allowances, firefighters detailed for watchroom duties at a station where watchrooms are staffed continuously shall receive a watchroom duties allowance in accordance with Schedule 4.

146.10 Driving Educator Allowance

146.10.1 LFF's and above who make themselves available to provide driving training and assessment support, will be provided the opportunity to obtain a certificate IV in workplace training and assessment or certificate IV in heavy vehicle driving instruction and shall receive an allowance in accordance with

Schedule 4 of \$16.69 per week when performing driving training and assessment support.

146.11 JFAIP Allowance

146.11.1 Employees who are available to perform Juvenile Fire Awareness program or related activities shall receive an allowance in accordance with Schedule 4.

146.12 EMR First Responder (To be read in conjunction with Clause 142)

First responder – emergency medical services (ems)

146.12.1 Employees who both elect to make themselves available to undertake First Responder – EMS Training and also to perform First Responder – EMS duties (on completion of such training) whenever required, will be paid an allowance in accordance with Schedule 4 Allowances for each and all hours worked.

146.12.2 Employees who provide the employer with their undertaking in writing after 1 January 2012, will be paid from the date of the written advice.

146.12.3 Employees who complete First Responder – EMS training and who are subsequently required by the employer to participate in a trial of First Responder – EMS will be paid for the duration of the trial, an allowance in accordance with Schedule 4 Allowances for each and all hours worked in addition to the allowance specified in 146.12.1.

146.12.4 If the employer determines to implement First Responder – EMS after the completion of the trial, all employees who have made the election referred to in 146.12.1 shall continue to receive the allowance specified in 146.12.1 and shall be entitled to be paid such further payment for the performance of First Responder – EMS duties as may be determined and the parties shall have liberty to apply, in relation to such performance and/or payment.

146.12.5 The allowances specified in 146.12.1 and 146.12.3:

146.12.5.1 are not all purpose payments and will not apply for the purpose of shift loadings, superannuation or sick, annual, or long, service leave.

146.12.5.2 will be paid in lieu of any existing first aid allowance.

146.12.5.3 are not payable to any employee who having made a personal commitment subsequently withdraws from it or fails to successfully complete First Responder – EMR Training.

146.12.6 In the event that the employer decides to abandon or discontinue First Responder – EMS, employees who have not yet made the election referred to in 146.12.1 will cease to have the right to do so from the date they receive written notice from the employer of any such decision.

146.12.7 Notwithstanding any decision that may be taken by the employer, to abandon or discontinue First Responder – EMS, the allowance specified in 146.12.1, shall be paid.

147. RELIEVING DUTIES/PROJECTS

147.1 Opportunities for relieving duties/projects off shift shall be in accordance with principles contained within the Victorian Public Sector Code of Conduct as at 20 February 2014.

148. FURTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR INSTRUCTORS

148.1 Appointment

148.1.1 The CFA will not appoint a person to a position of instructor, and no person may hold a position of instructor, unless that person:

148.1.1.1 is an operational employee who holds a CFA firefighting stream rank referred to in clause 12.2.7 (or above) and is appointed as Instructor pursuant to clause 148.5 below;

148.1.1.2 is an external applicant or external appointee being someone:

148.1.1.2.1 who does not otherwise hold a CFA firefighting or Leading Firefighter (or above) rank referred to in part B, at the time of their application or appointment to the position of Instructor or

148.1.1.2.2 who is covered by part A and has not held a rank of Leading Firefighter (or above) referred to in part B prior to their application or appointment to the position of Instructor

148.1.1.2.3 Appointed pursuant to clause 148.5.3 below.

An instructor who is or was an **external applicant** or **external appointee** may not be appointed, promoted or transferred, and the CFA will not appoint, promote or transfer an **external applicant** or **external appointee**, to any other classification or position referred to in or covered by this agreement, other than in accordance with this clause.

148.1.2 **Classification and Location of Instructors**

The parties agree that any positions over and above the current Chart in Schedule 1 will not be at the expense of career Firefighter and Station Officer numbers. When Firefighter or Station Officer numbers increase as contemplated above they will not be at the expense of career instructor numbers. In addition, the parties agree that to facilitate necessary training that professional operational instructor numbers will be reviewed with an objective of increasing the establishment number of professional instructors. Such review shall be completed within 3 months of the commencement of this agreement. The parties agree that the increase to facilitate necessary training shall require a minimum of 76 established professional operational instructor positions. This shall consist of an additional 8 positions above the current establishment of 68. If there is no agreement regarding this increase the parties agree to refer the matter to consultation and dispute resolution and/or the Dispute Panel.

148.1.3 For the purposes of this agreement, paid means any form of payment in money or in kind made to any person, persons, organisation, company, contractor, consultant etc. This does not include re-imbursment to volunteers for out of pocket expenses incurred by them whilst undertaking their volunteer duties.

148.1.4 The parties agree to the following as they relate to operational training and assessment within CFA:

148.1.4.1 All paid training and assessment of volunteers operational competencies including Recognised Prior Learning and Recognised Current Competencies will be carried out by those employees who are employed as instructors or career firefighters and officers who are qualified assessors, as provided for in Schedule 6, CFA/UFU Joint Statement on Operational Training and Assessment in CFA, of this agreement.

148.1.4.2 All training and assessment including but not limited to that listed in Schedule 7 shall be undertaken by professional internally appointed CFA or MFB instructors only, unless by agreement with the UFU.

148.1.4.3 All paid instructors will be covered by the terms of this part of the agreement, together with any provisions of the VFIEI Award (or its successor) as if the Instructor were a Station Officer covered by the VFIEI Award, and will operate within the principles as set out in Schedule 6, CFA/UFU Joint Statement on Operational Training and Assessment in CFA, of this agreement.

148.1.4.4 All operational Training and Assessment is the statutory responsibility of the Chief Officer. Accordingly, the Chief Officer will ensure that this responsibility is met through established CFA procedures (in accordance with the clauses of this agreement relating to policies and consultation). These procedures will include instructors from CFA training grounds or other locations, other instructors and appropriately qualified staff monitoring and ensuring the quality of training programs delivered to volunteer and career firefighters satisfy the standards and procedures determined by the Chief Officer. The Training Sub Committee (reporting to the consultation committee under this agreement) shall monitor and make recommendations on the quality of training programs delivered to volunteer and career firefighters and standards and procedures.

148.1.5 All Operational Training and Assessment will be conducted consistent with the principles stated in Schedule 6, CFA/UFU Joint Statement on Operational Training and Assessment in CFA, of this agreement.

148.2 Equipment/Resources

148.2.1 Instructors will be provided with all the necessary equipment, resources and transport to enable them to undertake their duties.

148.2.2 'Necessary equipment, resources and transport' will include, but not be limited to:

148.2.2.1 Notebook computer

148.2.2.2 Mobile Phone

148.2.2.3 Data Projector

148.2.2.4 Projector Screen

148.2.2.5 Whiteboard

148.2.2.6 Vehicle

148.2.3 Instructors will be provided necessary equipment such as a lap top with a wireless broadband adaptor or Next G card so that they can have access to the internet, TRAIN and RMS to undertake their duties.

148.2.4 Telephone Rental/Internet Access Reimbursement

The CFA shall provide Smart Phones to all employees covered by clause 148.

148.3 Vehicle Safety

148.3.1 All instructor vehicles as a minimum will be fitted with the following additional safety equipment:

148.3.1.1 CFA radio

148.3.1.2 Driving lights

148.3.1.3 Fog lights

148.3.1.4 Bull bar

148.3.1.5 Adequate electronic safety device from impact with animals i.e. shuroo

148.3.1.6 Appropriate storage areas for equipment as agreed by the instructor, HSR's and the UFU.

148.4 Commuter Use of Vehicles

148.4.1 Employees covered by this part will have available to them a CFA red plated vehicle to enable them to carry out their duties.

148.4.2 Where there is a CFA business requirement and an employee chooses, a vehicle will be available for commuter use and private use at the following costs:

148.4.2.1 up to 12,000 km annually \$1400.00 per annum (net after tax) or agreed fortnightly instalment;

148.4.2.2 over 12,000 km annually \$2300.00 per annum (net after tax) or agreed fortnightly instalment.

148.4.3 An employee may choose to not use the vehicle for commuter use at any time, in which case payments will cease to be made.

148.4.4 It is not the intention of CFA to charge employees covered by this agreement a vehicle contribution in excess of that stated in the CFA Vehicle Policy as varied where agreed from time to time and in accordance with clause 148.4.2 above. Where the vehicle policy includes a lower rate, such rate will apply in place of those in clause 148.4.2.

148.5 Classification/Recruitment & Selection

148.5.1 Instructors will be classified as either Structural, Wildfire or Location Based Instructors.

- 148.5.2 All instructors will be employed on a full time basis.
- 148.5.3 All instructor positions will be advertised internally and be filled by career Firefighters and Officers and current CFA Instructors employed on a full time basis, who can demonstrate a minimum of 5 years service as a professional firefighter within a UFU/CFA joint recognised State or Territory controlled fire service within Australia or such other fire service as agreed by the parties on a case by case basis, and who meet the agreed key selection criteria for the position. Externally appointed instructors must apply within their respective stream. After advertising internally on two occasions and where there are no suitable internal applicants, such positions will be advertised externally and filled by persons who meet the agreed key selection criteria for the position, including:
- 148.5.4 In the case of Instructors - Location Based and/or Structural - at least five (5) years recognised service as a paid career firefighter in a professional/career recognised fire service or equivalent established by recognition of prior learning (RPL).
- 148.5.5 For the purpose of this clause and this agreement a professional career recognised Fire Service is an agreed State or Territory government controlled service within Australia or such other Fire Service as agreed by the parties on a case by case basis. This does not include a volunteer in a State or Territory Government controlled service, or any firefighter from a private fire service.
- 148.5.6 All applicants for Instructor-Structural, positions must have as a minimum the practical career experience, skills and qualifications as a paid career firefighter required to be eligible to transfer or seek promotion to the rank of Leading Firefighter or equivalent established by recognition of prior learning (RPL).
- 148.5.7 In the case of instructors - Wildfire - the technical management skills and experience commensurate with that of a LFF or Crew Leader, who has served in a Career or Integrated Firefighting agency for a minimum of five (5) years career firefighting service, or equivalent established by recognition of prior learning (RPL) and who can demonstrate significant practical experience in all

facets of wildfire suppression or as agreed by the parties on a case by case basis.

148.5.8 Consistent with CFA selection policy Instructor Interview Panels will comprise of:

148.5.8.1 Operations Manager, Training Development

148.5.8.2 Area Training Manager

148.5.8.3 Operations Manager from Area if required

148.5.8.4 Structural or Wildfire Instructor according to stream of position being interviewed

148.5.8.5 A representative of employees nominated by the UFU.

All of the above are required to have completed the CFA approved Recruitment & Selection training program.

148.6 Recognition of Prior Learning / Recognition of Current Competency

148.6.1 The parties agree to convene an independent RPL/RCC Panel to be specifically utilised for the purposes of validating competency and experience of individuals either;

148.6.1.1 Seeking to apply for an Instructors position; or

148.6.1.2 For currently appointed Instructors to validate their capability to deliver specific training modules outside of their appointed stream (i.e. Wildfire or Structural).

148.6.2 The parties agree that membership of this panel will be:

148.6.2.1 Chairperson: a member of an Academic Institution conversant with RPL/RCC principles and competency-based training. This person will be a suitably qualified candidate nominated following agreement by the parties.

148.6.2.2 A CFA Management representative conversant with RPL/RCC principles, competency based training, the Public Safety Training Package and their application within CFA;

148.6.2.3 A UFU nominee conversant with RPL/RCC principles, competency based training, the Public Safety Training Package and their application within CFA.

148.6.3 All judgements of competence by the panel in regard to RPL/RCC will be made by consensus.

148.6.4 The parties agree that this panel will continue to be constituted.

148.6.5 Recognition of Prior Learning / Recognition of Current Competency for the purpose of accreditation to perform the duties of "Training Instructor" requires an assessment by the RPL/RCC Panel, referred to in clause 148.6.1 above, to judge RPL/RCC against the competencies and experience equivalent of:

148.6.5.1 Recruit level competencies; and

148.6.5.2 Minimum Five years' career firefighting experience; and

148.6.5.3 Appropriate structural modules to at least LFF level; and/or

148.6.5.4 Wildfire modules to at least LFF level; and

148.6.5.5 Certificate 4 Workplace Assessors and Training qualifications (or be a current career firefighter holding Workplace Trainer Category A or equivalent).

148.6.6 Current career firefighters and Station Officers who hold Workplace Trainer Category A or equivalent will be given the opportunity to upgrade to Certificate IV Workplace Trainer and Assessor within the life of this agreement.

148.6.7 A successful external applicant through the RPL process cannot laterally transfer into an operational role other than by agreement with the UFU. However, a Wildfire Instructor without a CFA firefighting rank of LFF qualifications or above cannot laterally transfer into an operational role at any time.

148.6.8 All applicants deemed eligible for consideration for a position of Training Instructor by the RPL/RCC process shall be accredited for wildfire and/or structural trainer accreditation prior to being eligible to apply for an advertised vacant position.

148.6.9 Schedule 7 specifies the modules in which structural and / or wildfire instructors can deliver training. To deliver training in both structural and wildfire competencies personnel must be accredited for both wildfire and structural streams or resubmit to the RPL/RCC processes to validate their capability to deliver specific training modules outside of their appointed stream (i.e. Wildfire or Structural).

148.6.10 The conditions of laterally transferring an externally appointed instructor into an operational role (if applicable) will be noted on the CFA UFU consultative committee record in accordance with clause 148.6.7.

148.7 Hours of Work

148.7.1 Instructor's hours of work shall be in accordance with the provisions of clause 133 and clause 50.

148.7.2 Employees shall be required to work an average of 42 hours per week over an eight week cycle, two of which shall be overtime work and paid for as such and the remaining two hours shall be taken as accrued leave.

148.7.3 The ordinary working hours/shifts of employees shall not exceed:

148.7.3.1 10 on any Saturday or Sunday

148.7.3.2 14 on any other day

148.7.3.3 48 in any 7 consecutive days

148.7.3.4 96 in 14 consecutive days

148.7.3.5 192 in 28 consecutive days

148.7.3.6 336 in 56 consecutive days.

148.7.4 For hours worked in excess of those specified within this clause the provisions of clauses 94 and 137.1 shall apply.

148.7.5 Notwithstanding clauses 148.7.3 and 148.7.4 above, any instructor who has worked in excess of an average of 42 hours per week averaged and worked over any eight week period may request overtime payments pursuant to clauses 94 and 137.1 or time-in lieu equivalent to the applicable overtime rate for the time worked.

148.7.6 Within the parameters specified within this sub-clause, the actual hours to be worked by each employee shall be agreed between the CFA and employee concerned and in the case of no agreement, the CFA and UFU will agree.

148.7.7 There shall be no split shifts.

148.7.8 There must be a 10-hour break between duty shifts.

148.7.9 A maximum of 16 nights in any 8-week period may be worked.

148.7.10 The Instructor shall have three full weekends off in any 8-week period and must have at least two consecutive days break in every week.

148.7.11 Any Instructor who is required to undertake training or assessment, including travel to and or from the training venue on or after 2200 hours shall be given the option of suitable accommodation at the expense of the employer.

148.7.12 Training Instructor's who are required to perform instruction, assessment or other work-related duty at an alternative work location for at least 2 hours after 6.00pm will be provided with an evening meal or be paid the appropriate allowance in accordance with Schedule 4 of the agreement.

148.7.13 The CFA will ensure that all managers and employees are particularly aware of clause 92.22 with respect to Instructors.

148.7.14 Within 3 months from commencement of this agreement, the parties will consult and agree on a reporting process that monitors the safe return of instructors who are working late at nights.

148.8 Overtime

148.8.1 Career Instructors shall be offered overtime in the first instance, taking into consideration required competencies, location and excessive hours.

148.8.2 To assist in the interpretation of this clause, the CFA and UFU agree that:

148.8.2.1 'Overtime in the first instance' – means all overtime opportunities to provide courses, instruction or assessment over and above usual working hours.

148.8.2.2 'Required competencies' – means instructing within the appointed stream or across streams as agreed between the CFA and UFU.

148.8.2.3 'Location' – will be determined in the following sequence:

148.8.2.3.1 To Career Instructor's employed within the region where the training or assessment is to take place

148.8.2.3.2 To Career Instructor's employed within the adjoining region of where the training or assessment is to take place

148.8.2.3.3 To SO/LFF within the region where the training or assessment is to take place

148.8.2.3.4 To SO/LFF employed within the adjoining region of where the training or assessment is to take place.

148.8.3 All clause 137 overtime provisions will apply to instructors in addition to any specific provisions which apply in clause 148.8. To avoid doubt, Instructors will receive a minimum of double time rates for all overtime and at a minimum payment of 4 hours for all such overtime worked.

148.9 Location of Work

148.9.1 Instructors may conduct some of their administrative duties from their residence, if deemed appropriate and approved by their line manager.

148.9.2 All travel time travelled by an instructor to conduct training and/or assessment will be deemed as time worked and recorded as time worked.

148.10 Wages

148.10.1 Firefighters and Station Officers working as an Instructor shall be paid at the rate specified in the table in clause 148.10.3.

148.10.2 No Instructor shall be paid less than the rate of a Station Officer.

148.10.3 **Internal Appointees** - Leading Firefighters, Station Officers, Commanders and OMs

- (a) Instructors appointed from the classifications of Leading Firefighter and Station Officer, Commanders and OMs will translate to the following pay rates based on their substantive classification:

| Substantive Classification | Pay Points as Instructor | Instructor Title |
|-----------------------------------|---|-------------------------|
| Leading Firefighter | Station Officer | Leading Firefighter |
| Station Officer | Senior Station Officer | Station Officer |
| Senior Station Officer | Senior Station Officer plus 10 relativity points of QFF | Senior Station Officer |
| Commander | Commander | Commander |
| Operations Manager | Operations Manager | Operations Manager |

148.10.4 **External Appointees** - In the case of externally appointed instructors, , Instructors will be paid commensurate with their skills and abilities in accordance with Schedule 8.

148.11 Progression

148.11.1 The progression principles of how instructors will progress through the various pay-points is in accordance with Schedule 8. All instructors will progress to higher levels on completion of the required modules or 1 pay point per year. To avoid doubt, there will be no grand parenting for any instructors and all existing grand parenting of Instructors will be removed.

148.11.2 The employer will provide access to all required training so that employees can progress through the modules in accordance with at least the minimum progression timeframes within this agreement.

148.11.3 The employer will assist employees to formulate a development plan which facilitates the employee:

148.11.3.1 Acquiring the expected competencies of Level 2 employee within 12 months of appointment to Level 1; and

148.11.3.2 Acquiring the expected competencies of a Level 3 employee within 24 months of appointment to Level 1; and

148.11.3.3 Acquiring the expected competencies of a Level 4 employee within 36 months of appointment to Level 1.

148.11.4 To avoid doubt in accordance with clause 148.11.2, any instructor who possesses or gains the competencies associated with Instructor progression as stated in Schedule 8 at any time, will be paid at the level in accordance with those competencies.

148.12 Certificate IV Training

148.12.1 The employer will ensure all career instructors are provided with necessary opportunities to obtain the current industry level certificate IV training and assessment within 6 months of making this agreement. Where this is not possible due to an employee's circumstances, the employee can attain the qualification at a later date suitable to them.

148.13 Certificate IV Heavy Vehicle

148.13.1 Professional instructors who supervise, coordinate or assist with coordination, facilitation or training or assessing in driver training will be provided the opportunity to undertake certificate IV Heavy Vehicle Driver Training at the Instructors request.

148.14 Transfer

The principles concerning transfer from one location to another to perform the same role will be determined by agreement within four months of making this agreement. Such principles shall include that an Instructor will not be moved unless by agreement between the CFA, Instructor and UFU. If not agreed within four months, the matter will be dealt with in accordance with the dispute resolution procedure of this agreement.

148.15 Superannuation

148.15.1

For all internal appointees who have taken the position of Instructor on an appointed basis as opposed to secondment, the total wage of the applicable new rank shall include the allowance for day work and be counted as superable salary.

148.15.2

This shall also apply to seconded employees who take up a position on secondment, within their last three years prior to retirement. In such cases, the secondees substantive position will be backfilled on a permanent basis. Should the secondee wish to return to normal duties at the conclusion of the secondment period, then the following will occur:

- (a) their superable salary shall transition to their substantive rate; and
- (b) the location and position they return to will be determined by CFA after agreement with the employee concerned. Every effort will be made to accommodate the personal requirements of the employee.

148.16 **Mentoring**

148.16.1

The role of an Instructor as a mentor at an incident is to assist with the development of skills, knowledge and succession planning of CFA volunteers and career staff, commensurate with their individual competence level and endorsement by Chief Officer to undertake such task.

148.16.2

When performing this task at an incident, Instructors are not to perform the actual operational role and are to act strictly as a mentor to:

- (a) provide one on one training and support for volunteers and/or career staff who are undertaking a task in accordance with a jointly developed mentoring program to be developed within 6 months of making this agreement consistent with the recommendations being considered in the Safer Firefighting Project; and
- (b) enable validation of training processes being used within CFA.

148.17 Operational Use of Instructors

148.17.1 The parties agree to:

148.17.1.1 The primary role of instructors is in training

148.17.1.2 Operational use should not compromise the training responsibilities of instructors.

148.17.1.3 All other practical alternatives to meet an operational need should be exhausted including the redeployment and recall of other firefighters and the use of overtime prior to the operational use of instructors.

148.17.1.4 The integrity of the system whereby adequate reliever resources are employed consistent with the Agreement and that otherwise rostering for relief on a voluntary basis is maintained.

148.17.1.5 The career opportunities, qualifications and job security of operational firefighters and instructors shall not be diminished or compromised.

148.17.2 The role of Instructors is the coordination, development/preparation and delivery of training consistent with their agreed position description. Instructors skills and experience may be utilised to mentor career staff or volunteers.

148.17.3 An Instructor will not:

- (a) Perform operational response duties normally undertaken by Career Firefighters, Station Officers, Commanders, OMs and/or volunteers. Such duties are not included in the duties of Instructors.
- (b) Be a Regional Duty Officer or perform Regional Duty Officer (RDO) activities. Such duties are not included in the duties of Instructors.
- (c) Be involved in the staffing or relief at fire stations. Such duties are not included in the duties of Instructors.

148.17.4 Provided that Firefighters and Station Officers are not available to perform such roles, Instructors may be used in a functional or specialist role within an Incident Management Team (IMT) at a type 2 or 3 incident and also be utilised for the following roles:

- (a) Air Attack Supervisor
- (b) Air Base Manager
- (c) Air Observer
- (d) Aircraft Officer
- (e) Fire Investigator Wildfire/Structural

148.17.5 The Instructors referred to in clauses 148.17.4 must have the requisite qualifications and endorsement by the Chief Officer. When considering whether to utilise Instructors in a functional or specialist role within an IMT, the Operations Manager should have also regard to offering these opportunities to trained firefighters and Station Officers who require skills acquisition, skills maintenance, further experience and/or mentoring to become "endorsed" or maintain their skills.

148.17.6 For instructors who do not have 5 years operational experience, the parties agree to develop career opportunities and career paths (other than into operational firefighting). The parties will seek the assistance of FWA by way of conciliation to help to achieve this outcome.

148.17.7 The parties agree that instructors who have completed a CFA recruit course may be utilised operationally only in the limited duties set out in this subclause as follows:

148.17.7.1 The parties will develop a set of agreed guidelines (or amend any existing guidelines) for such use within 3 months. In the event that no Guidelines are developed or agreed, the Commission may arbitrate any dispute about the application of this subclause. Until such arbitrated outcome arises, no guidelines will exist and such instructors will not be used operationally during such period.

148.17.7.2 Such guidelines:

148.17.7.2.1 Must include a vacancy management procedure ('Recall Procedure') which enumerates the steps to be taken before any requirement to undertake operational work arises.

148.17.7.2.2 Will only provide for the operational use of instructors in the following circumstances:

148.17.7.2.2.1 at a type 2 or 3 incident where the Recall Procedure has been exhausted;

148.17.7.2.2.2 in any other case, by prior agreement with the UFU.

148.17.7.2.3 For the sake of clarity, Instructors duties do not include and Instructors will not be required to perform any operational work not expressly referred to in this subclause, including in respect of the manning or relief at fire stations.

148.17.7.3 To avoid doubt the Instructors that are referred to above who may be used for operational purposes must be Instructors who at the time of their

appointment as Instructor were already appointed to one of the CFA firefighting ranks referred to in clause 148.1.1.1.

148.17.8 Given the inherent dangers of firefighting and the need to ensure safety of all CFA employees and volunteers, Instructors will be under the command of the Chief Officer.

148.18 PROVISION OF COURSES

148.18.1 The following minimum number of Instructors at the substantive ranks (or as otherwise agreed between the parties) shall be engaged to work on the courses as specified:

| Course | OM | Commander | SSO | SO | LFF | Senior FSCC |
|-----------|----|-----------|-----|----|-----|-------------|
| Recruits | - | 1 | 1 | 9 | 1 | - |
| SO | - | 1 | 1 | 1 | 1 | - |
| SSO | - | 1 | 1 | 1 | - | - |
| FSCC | - | - | - | - | - | 2 |
| Commander | - | 1 | 1 | - | - | - |

148.18.2 For an instructor to work on a course, the instructor shall have all of the vocational competencies being delivered.

148.18.3 Numbers of substantive ranks for courses which are not listed in clause 148.18.1 shall be agreed between the parties.

148.19 Uniform

148.19.1 Each Instructor will be provided with a uniform as agreed by the parties and in accordance with this clause.

148.19.2 Instructors will be provided as a minimum the same uniform, PPC and PPE as provided to other operational staff and will be issued with any

changes to such uniform and equipment when further uniform roll outs occur for other operational staff.

148.19.3 The selection of uniform apparel, between operational and corporate, is a matter to be determined by the Instructor

148.19.4 Epaulettes - Firefighters and Station Officers

| Substantive | Epaulettes |
|---|----------------------------------|
| QFF or Senior Firefighter with LFF qualifications | Leading Firefighter (3 chevrons) |
| On completion of SO assessment | Station Officer (1 pip) |
| Leading Firefighter | Leading Firefighter (3 chevrons) |
| On completion of SO assessment | Station Officer (1 pip) |
| Station Officer | Station Officer (1 pip) |
| Senior Station Officer (Senior Instructor) | Senior Station Officer (2 pips) |

Upon completion of the Instructor secondment period or when performing skills maintenance, all Firefighters and Station Officers will return to their substantive rank and insignia.

148.19.5 Epaulettes - Other

All other Instructors, irrespective of their backgrounds, are to wear "Instructor" only on epaulettes.

148.19.6 Name tags

All Leading Firefighters and Station Officers who perform the role of Instructor maintain their rank on their name tag. All other Instructors, irrespective of their backgrounds, are to wear "Instructor" or "Senior Instructor" and their name on their name tag.

148.19.7 Helmets

Instructor's helmets will be blue in colour with the wording "Instructor" on the helmet. This wording is not to be departed from

under any circumstances and it is irrelevant whether the person is a Senior Instructor or Instructor for helmet identification purposes.

When firefighters and station officers are performing skills maintenance then their substantive operational helmet and rank insignia, including skills identification, is to be worn.

148.20 Secondment and Relief

148.20.1 Positions will be filled by way of permanent appointment or for agreed periods of secondment not exceeding two years on criteria to be agreed by the parties.

148.20.2 Personnel appointed as an Instructor on secondment for a period, or those relieving these persons, shall not reduce the full period of the secondment unless otherwise agreed between CFA and the employee. Such agreement will not be unreasonably withheld. This provision does not apply to an employee who obtains a transfer or promotion to another position.

148.20.3 At the conclusion of any period of secondment the Instructor and Reliever/s shall return to their previous location at the substantive position and classification held immediately prior to the secondment from which they have been released. In such cases where there are personal circumstances that prevent an immediate return to the previous location to occur, the parties will agree on the arrangements to apply until the employee/s return to their previous location.

148.20.4 The filling of vacancies created by the secondment of Instructors will be in accordance with the following sequence:

148.20.4.1 offered to appointed relievers from the seconded Instructors home location

148.20.4.2 offered to eligible career Firefighters/station officers who have registered an expression of interest in filling such positions

148.20.4.3 an internal advertisement process

148.20.4.4 other spare relievers on a short-term and equitable basis, i.e. 28 days.

148.20.5 'Secondment' for the purposes of this clause means secondment of a CFA employee into the position of Instructor. It does not refer to secondment of an employee from another fire service within the meaning of clause 48 and as such the provisions of clause 48 do not apply to secondments under this clause.

148.21 Skill Maintenance

Firefighters and Station Officers

148.22 Employees will be required to work at least 1 on-shift roster per annum at a fire station performing operational duties for the purpose of skills maintenance unless otherwise agreed between the parties on a case by case basis.

148.22.1 The location and time to be spent on skills maintenance will be as agreed between the CFA and employee concerned and in the case of no agreement, it will be agreed by the CFA and UFU.

External Appointees

148.22.2 Skills maintenance for Wildfire Instructors will be achieved by the Instructor spending up to 28 days per year (depending on the skills required to be maintained) at appropriate locations such as prescribed burning operations. The location and time to be spent on skills maintenance will be as agreed between the CFA and the employee (or their representative).

148.22.3 Skills maintenance for Structural Instructors will be achieved by the Instructor spending up to 28 days per year (depending on the skills required to be maintained) at appropriate locations such as Location Based, appropriate training grounds or fire stations. The location and time to be spent on skills maintenance will be as agreed by the CFA and the employee (or their representative).

148.22.4 As part of skills maintenance contemplated in this sub-clause, the CFA will ensure that instructors are provided opportunities to mentor in the following roles:

148.22.4.1 Ground Observer

148.22.4.2 Safety Officer

148.22.4.3 Staging Area Manager.

148.23 Annual Leave

148.23.1 The Public Holiday portion of the 65.06 days annual leave will not be deducted until such times as the public holiday has been taken by the employee.

148.23.2 An Instructor who is required to work on a Saturday or Sunday either directly before or after a public holiday shall not have the public holiday deducted from their annual leave amount.

148.23.3 An employee who is performing higher duties before commencing a period of leave and performs higher duties after their leave shall be entitled to have their leave paid at the higher duties rate.

148.23.4 An employee who has performed higher duties for longer than 1 month (or who has reasonably expected to perform higher duties for 1 month) and who at the time of arranging leave were of the understanding that they would remain on higher duties immediately prior to the leave, shall be entitled to have their leave paid at the higher duties rate.

148.24 Further study

Instructors can apply to undertake further studies in the Diploma of Training and Assessment or equivalent with all associated costs and leave to undertake the course being met by the employer. No request will be unreasonably withheld.

148.25 Allowances

148.25.1 Facility Allowance

An Instructor who is required to instruct and or assess at a facility that does not have one or more of the following shall be entitled to an allowance in accordance with Schedule 4 per day or per training session, whichever is the greater:

- (a) Mains power; tea/coffee making facilities; meeting/training room; adequate heating/cooling; appropriate seating arrangements; adequate toilet facilities; wash basin/sink with mains hot water.

148.25.2 Qualification allowance

In recognition of the acquisition of Diploma of Training and Assessment or equivalent, Instructors will receive a Qualification Allowance in accordance with Schedule 4.

148.25.3 Any Career Instructor who is required to prepare, coordinate or assist with coordination, facilitation, training or assessment in any state wide training course as scheduled on the state wide training calendar at Bangholme, CFA Headquarters or any other recognised Fire Service Training Ground will be paid the State Wide Training allowance as per schedule 4 for each shift they are performing the work described above.

148.25.4 Any career Instructor who conducts any training, assessment, mentoring or validation outside of their home district will be entitled to a relieving allowance as contained in schedule 4.

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| PART C – ADDITIONAL CONDITIONS APPLYING TO COMMANDER TO OM CLASSIFICATIONS AND THE MCS CLASSIFICATION |
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149. APPLICATION OF PART C

149.1 This part applies to all employees of the CFA engaged in or performing work that is or may be performed by an employee engaged in a classification or occupation referred to below:

- | | |
|---------|-----------|
| 149.1.1 | MCS |
| 149.1.2 | Commander |
| 149.1.3 | OM |

150. OM HOURS OF WORK

150.1 Employees shall be rostered in accordance with this clause.

150.2 Employees other than full time employees shall have access to all terms and conditions under this agreement on a pro rata basis and shall receive an insecure work allowance of 25% of their annual wage.

150.3 Employees shall have their normal hours of work arranged in the following manner:

150.3.1 The CFA will not employ an employee on a part-time or casual basis, and no employee may hold a position on such a basis, unless in each case there is agreement between all parties on a case by case basis (agreement is required for each employee).

150.3.2 Where part-time employment is agreed, part-time operational dayworkers will:

150.3.2.1 work and be rostered on hours negotiated and agreed in writing between the CFA the employee and the UFU that, on average are less than 38 hours per week. These hours may be worked over a 5 day cycle and may include evening or weekend work; and

150.3.2.2 be paid for any additional hours worked at overtime rates, or

150.3.2.3 work in accordance with clause 51 , and where any reference to 42 hours in clause 51 shall be read as 38 hours.

150.3.3 Full-time employees shall work in accordance with clauses 150.4 to 150.10.

150.4 The CFA wishes to continue the present arrangement which is that the OM and their direct supervisor agree on a balanced approach to hours of work.

150.5 OM's shall work hours of work a defined hours of work as provided for at clause 50, and as provided below.

150.6 It is recognised that OM's are expected to work as directed and as needed within their average hours each week.

150.7 In this context, OM's are expected to manage their own diaries so that there is a balance between working time and time off.

150.8 The CFA respects the right of OM's to balance their working time through compensatory time off on an individual basis for which approval will not be withheld.

150.9 If an employee believes that they are unreasonably being expected to work additional hours, and compensatory time off is being unreasonably withheld, then the dispute resolution clause shall be applied.

150.10 The line manager shall ensure that hours of work are managed consistent with the employer's obligations under the Fair Work Act 2009 or its successor.

151. SPECIAL ROSTERS AND REST PERIODS

- 151.1 To avoid doubt, these provisions apply as well as roster and hours of work provisions in PART B - of this agreement.
- 151.2 A special roster is a roster to be recalled or standby on call as opposed to standard rosters under clause 128. The special rosters include the following types agreed to between the employer and the UFU:
- 151.2.1 District Call Back Roster
 - 151.2.2 Rostered Duty Officer Roster
 - 151.2.3 State Duty Officer Roster
 - 151.2.4 State Control Centre Roster
 - 151.2.5 Regional Control Roster
- 151.3 No other special rosters or special rostered position shall exist or be implemented, unless agreed to between the UFU and the CFA.
- 151.4 Special roster hours shall be agreed between the CFA and UFU.
- 151.5 Employees who are rostered to a special roster shall remain 100 kilometres from the district to which they are rostered whilst on the special roster. Where the employees residence is further than 100 kilometres from the district, the employer shall provide reasonable accommodation for the employee within 100 kilometres
- 151.6 For the purpose of this clause, time spent on emergency deployment outside the CFA shall also be recognised as time spent on a special roster.
- 151.7 All time spent recalled under a special duty roster shall be paid at recall rates and conditions in accordance with the overtime provisions in clause 137.
- 151.8 Unless otherwise provided in this agreement, the employer will ensure employees do not work more than 14 hours consecutively. This includes employees being rostered on call via a special roster where the employee has been contacted during the roster.

151.9 Employees are entitled to 10 consecutive hours off duty between the completion of his or her ordinary work on one day and the commencement of ordinary work on the next day, excluding any travel time (including travel to and from a place of rest). The definition of ordinary work under this subclause includes employees being rostered on call via a special roster, where the employee has been contacted during the roster, and normal roster.

151.10 Where work involves ongoing major operational activity, the CFA will ensure that there are adequate breaks during periods of duty, including by ensuring that they have adequate relief available.

151.11 In any 35 day period, no employee shall be rostered on any special roster for more than 7 days.

151.12 In any 12 month period, no employee shall be rostered for more than 8 times on any special roster, including for deployment outside of the CFD.

151.12.1 Any rostering in addition to 8 times per year will only be by agreement between the employer, employee and the UFU. If an employee is rostered more than 8 times per year, the employer will pay the employee double time for all such time rostered and provide an equal amount of time as time off in lieu.

151.13 Where an employee who performs a rostered on call position at night is disturbed from their rest for any CFA related matter, the disturbance will be counted as one hour on duty. If the duty required is greater than 1 hour, the whole time on duty will be counted as on duty time. Where an activity requires an employee to be on duty for four hours or more in the one night, then the employee is entitled at completion of duty to a ten hour break and the break will be counted as time worked.

151.14 No employee will work or be on a special roster more than 7 days consecutively. Any employee who works 7 consecutive days must take 2 consecutive days off. These days will be paid at double time rates.

151.15 No employee will work or be on a special roster more than 4 nights in any week (Monday to Sunday). Any employee who works more than 2 nights in any one week (Monday to Sunday) will be paid at triple time rates for a minimum of 4 hours for each additional night worked. For the purposes of this clause the spread of hours for night work is between the hours of 1800 and 0800.

151.16 No employee will work more than 12 hours on a Saturday or a Sunday.

151.17 A Rostered and/or State Duty Officer (RDO/SDO) shall not perform more than 14 hours on duty or on call in any 24 hour period. RDO/SDO relief will be provided for in the event that the Rostered and/or State Duty Officer performs 14 hours on duty in any 24 hour period until the Regional and/or State Duty Officer achieves a 10 hour break.

151.18 If the employee does not receive the rest periods as outlined in this clause, a penalty rate of double time will be paid for all time until such rest periods are taken, in addition to any other entitlement provided in this Agreement.

151.19 In the event of loss of motor vehicle license, this clause shall not apply.

151.20 Where an on shift Commander is undertaking training, a replacement Commander shall be recalled and all conditions for the recalled Commander shall be in accordance with this agreement.

152. OM PERSONAL DEVELOPMENT

152.1 The CFA may, upon application by the OM, assist the OM to undertake additional professional development activities through the provision of such financial assistance or leave with or without pay as is determined by the Chief Officer of the CFA.

152.2 This clause shall not be used punitively or for disciplinary purposes.

152.3 Professional development opportunities will be shared equitably amongst OMs.

152.4 The employer shall grant an employee leave with pay for preparation and attendance and travel necessary for any examination or presentation ceremony associated with an approved course of study.

152.5 Reimbursement of the costs of fees and books shall be met by the employer on successful completion of each module/subject.

152.6 At all times leave is subject to work requirements and determined on that basis.

153. ALLOWANCES / HIGHER DUTIES / REIMBURSEMENTS

153.1 Employees covered by this part are entitled to reimbursement of expenses as per any arrangements that apply to the Chief and Deputy Chief Officers, where such entitlement exceeds an entitlement otherwise conferred by the agreement.

153.2 EMR Allowance

All employees under this section will receive the allowance specified in clause 142.3 and Schedule 4.

153.3 Telephone Rental/Internet Access Reimbursement

Employees covered by this part will be reimbursed for the cost of telephone line rental and internet access to their residence. Costs associated with work related phone calls including local phone calls, std phone calls, facsimile transmissions and computer remote access connections will be reimbursed by the CFA. Where an employee has telephone rental/internet access as part of a bundle package or VOIP system the total amount will be paid.

154. ADDITIONAL ROLES

154.1 Commanders and OMs may perform the additional roles:

154.1.1 District Call Back Roster

154.1.2 Rostered Duty Officer

154.1.3 State Duty Officer Roster

154.1.4 State Control Centre Roster

154.1.5 Regional Control Roster

154.1.6 RIAT coordinator

154.2 The RDO cannot be rostered for multiple districts except where proposals have been agreed through the consultation clause 21.

154.3 All roster periods and arrangements for any such additional role, as well as resources required for the role must be agreed with the UFU via the consultation process. The CFA will not ask or require any employee to undertake any such role other than roles agreed with the UFU.

154.4 Such positions will be advertised and filled via a fair and equitable selection process.

154.5 Any change to such positions shall be subject to consultation including agreement.

154.6 Pre-formed teams

154.6.1 The parties agree that there will also be pre-formed teams for significant incidents. The definition of significant incidents and composition of teams qualifications, skills and competencies shall be determined by the UFU and CFA Consultation Committee. Teams must have appropriate skills and competencies.

155. TEMPORARY TRANSFER

Any employee covered by this agreement who agrees to be temporarily transferred shall be paid such salary and terms and conditions of employment in accordance with this agreement. In all cases the employees normal work location shall be deemed not to have changed.

156. VEHICLES

156.1 In recognition of the operational responsibilities of employees covered by this part, the CFA will provide the employees with a blue-plated, appropriately equipped and fully maintained Emergency Response Vehicle (suitable for purpose and in line with current arrangements) that can, consistent with policy, be utilised by the employees for personal and work related purposes.

156.2 The parties have agreed that the following constitutes appropriately equipped:

156.2.1 Safety standard in line with as a minimum the silver rated Victoria Police vehicle design or bronze rated Victoria Police vehicle design for 4WDs

156.2.2 Australian made where available

156.2.3 Diesel fuelled

156.2.4 CFA radio

156.2.5 Bull bar

156.2.6 Off road 4WD capacity - unless the employee states that 4WD is not required

156.2.7 Tinted windows

156.2.8 First aid kits

156.2.9 Fire extinguishers

156.2.10 Fog lights unless employee elects otherwise

156.3 Where on the commencement of this Agreement, employees have in place novated car leasing in their remuneration package this will continue at the election of the employee.

156.4 New Commander positions

CFA will continue to employ additional Commander positions to facilitate relief and additional service demands and to provide a dedicated individual Officer in Charge to each integrated fire station.

156.5 Commander Reliever positions

156.5.1 The Commander Reliever positions will have a dual role, providing relief for both OM and Commanders and capability for planned absences and leave as well as performing general operational management responsibilities and activities during non-relieving periods. These positions will not be relieved during any planned absences or leave.

156.5.2 The CFA shall ensure that there are adequate numbers of Commander Relievers in each district and HQ to ensure that substantive Commanders in districts are relieved for the entire period of their leave.

156.5.3 Prior to the introduction of any additional Commander Reliever positions, the Consultative Committee must consult under clause 21 in relation to the following matters and reach agreement about them:

156.5.3.1 The location(s) to which any Commander Relievers will be appointed;

156.5.3.2 The geographic areas in which Commander Relievers may perform relieving duties;

156.5.3.3 The ratio of Commander Relievers to Commanders/OMs required;

156.5.3.4 Workload and intensity;

156.5.3.5 Administrative arrangements which may be required in recognition of the unique role of Commander Relievers; and

156.5.3.6 Any other matters required to be addressed in order to introduce the Commander Reliever position in a fair, equitable and reasonable manner.

156.5.4 In the event that an employee is unable to take planned leave because the CFA is unable to provide relief in accordance with this clause, then the lack of relief and relief arrangements will be the subject of immediate discussion by the Consultative Committee. An employee inconvenienced by the CFA's inability to provide relief may utilise the dispute resolution procedure of this agreement.

157. ANNUAL LEAVE

157.1 A plan, agreed in discussion with the employee, will be implemented which programs annual leave accrued in a financial year to be taken by the end of the following financial year. Existing excess annual leave i.e. greater than two years accrual, will be reduced by the implementation of a specific plan, in discussion and agreement with the employee. To ensure acceptable lifestyle and well being, employees covered by part C of this agreement will be encouraged however not required to take at least one period of three weeks continuous leave within each twelve month period (financial year).

158. ORDER OF TRANSFER

An employee covered by part C of this agreement will not be transferred to permanently work at another location within a district or external to a district without the agreement of the employee.

159. REGIONAL COMMAND AND CONTROL

159.1 The parties agree that a position of Operations Manager (Regional Commander) from the previous enterprise agreement has been replaced by Operations Manager (Regional Commander). The CFA will maintain at all times a minimum of eight permanent OM (Regional Commander) positions.

159.2 In addition to the terms and conditions of employment pertaining to an OM as set out in this agreement, the following additional provisions apply to OM (Regional Commanders):

- 159.2.1 Dedicated administrative support will be provided to each OM (Regional Commander) position by way of a suitably classified Support Officer, who will report to the OM (Regional Commander); and
- 159.2.2 Full relief will be provided to OM (Regional Commanders) for all leave entitlements.
- 159.3 The position description of the OM (Regional Commander) is the agreed position description as at 20 February 2014. Such position description is incorporated as a term of this agreement.
- 159.4 The parties have agreed suitable competencies applying to the classification and required to be appointed to the classification of OM (Regional Commander).
- 159.5 Suitably qualified and Chief Officer endorsed Commanders and OMs possessing the requisite agreed OM (Regional Commander) competencies will be paid an all purpose Regional Command and Control qualification allowance as set out in Schedule 4. Such suitably qualified and endorsed OO/OMs shall not unreasonably refuse to perform the role.
- 159.6 Suitably qualified Commanders and OMs undertaking the role of OM (Regional Commander) will be paid the allowance as set out at Schedule 4.

160. COMMANDER/OM/ /MCS SUBCOMMITTEE

- 160.1 The parties have agreed to continue the former Operations Managers/Operations Officers Consultative Committee as a subcommittee under CFA/UFU Consultative Committee.
- 160.2 This subcommittee will make recommendations to the CFA/UFU Consultative Committee who will decide the matters by agreement using the consensus method.
- 160.3 This subcommittee will meet at least monthly at a location chosen by the UFU.

PART D - COMMUNICATIONS DEPARTMENT

161. APPLICATION

161.1 This part of the agreement applies to employees:

161.1.1 employed in the Communications Department, or

161.1.2 performing work that is or may be performed by an employee in a classification referred to in this part of the agreement.

162. CTSO SALARY STRUCTURE

The classification structure for CTSO's is agreed and provided at Schedule 14.

There are currently agreed qualifications, experience and competencies for each level of the classification structure as provided at Schedule 14.

CTSO (C) means a firefighter who has successfully completed all qualifications, experience and competencies (**the CTSO requirements**), or an employee who has been appointed as a CTSO category without having successfully completed the CTSO requirements, engaged in the duties of a CTSO.

An employee who has been appointed as a CTSO without having successfully completed the CTSO requirements shall, upon appointment and pending satisfactory completion of the 'CTSO transition course', be immediately released from normal duties to undertake the 'CTSO transition course'.

For the purposes of this subclause the CTSO transition course shall comprise such further training as is reasonably necessary to equip the employee to perform the duties of the classification safely. Such training shall include satisfactory completion of the CTSO transition course.

163. HIGHER DUTIES

163.1 When an employee performs the higher duties of an employee in the Communications Department they shall be paid an allowance in accordance with Schedule 4.

164. VEHICLES

164.1 CFA will provide each CTSO with an appropriately equipped vehicle including commuter use in accordance with policy to expedite the recall of available staff who are not on standby.

164.2 The parties have agreed that the following constitutes appropriately equipped:

164.2.1 CFA radio

164.2.2 Bull bar

164.2.3 Off road capacity

164.2.4 Additional rotating hazard lights

164.2.5 First aid kits

164.2.6 Fire extinguishers

164.2.7 Fog lights

164.3 Where on the commencement of this Agreement, employees have in place novated car leasing of a private vehicle in their remuneration package this will continue at the election of the employee.

165. AMENITIES

165.1 When an employee is required to work at a location where there are no facilities for the preparation and consumption of meals the employee shall be provided

with a stainless steel vacuum flask and supplies of tea, coffee, milk, sugar and water.

165.2 CFA will provide a portable fridge in all vehicles.

166. HOURS OF WORK

166.1 Employees shall work hours in accordance with this clause.

166.2 Employees other than full time employees shall have access to all terms and conditions under this agreement on a pro rata basis and shall receive an insecure work allowance of 25% of their annual wage.

166.3 The CFA will not employ an employee on a part-time or casual basis, and no employee may hold a position on such a basis, unless in each case there is agreement between all parties on a case by case basis (agreement is required for each employee).

166.4 Employees shall have their normal hours of work arranged in the following manner:

166.4.1 Full-time employees shall work an average of 38 hours per week worked over five days Monday to Friday as a 28 day cycle of 8.44 hours each day and:

166.4.1.1 0.84 of an hour of each day worked shall accrue as an entitlement to take 2 nominated days off in each 28 day cycle;

166.4.1.2 The paid day off shall be agreed between the parties.

166.4.2 Where part-time employment is agreed, part-time employees will:

166.4.2.1 work and be rostered on hours negotiated and agreed in writing between the CFA the employee and the UFU that, on average are less than 38 hours per week. These hours may be worked over a 5 day cycle Monday to Friday and may include evening or weekend work; and

166.4.2.2 be paid for any additional hours worked at overtime rates, or

166.4.2.3 work in accordance with clause 51, and where any reference to 42 hours in clause 51 shall be read as 38 hours.

166.5 If in an emergency situation or on a day of Total Fire Ban an employee on their nominated day off agrees to be recalled to work, the employee will postpone their nominated day off, and be paid recall provisions. As much notice as possible in the circumstances shall be given and the postponed day off shall be taken before the completion of the next 28 day cycle.

167. ADDITIONAL HOURS WORKED

167.1 All hours worked outside of the prescribed hours or in excess of (8) eight hours on any ordinary working day Monday to Friday, excepting hours worked on the duty roster, recall or on emergency call out, shall be taken as time in lieu at overtime rates. An employee may elect at any time to be paid out any accrued time in lieu at the appropriate overtime rate prescribed in this agreement.

167.2 A CTSO's manager will through appropriate planning and work scheduling ensure that excessive workloads are minimised.

167.3 Any additional hours to the ordinary hours of work must be approved prior to being worked by a Communications Department Line Manager or the rostered Duty Officer, except that all CTSO level 4 and out-posted CTSO level 3 employees may receive subsequent approval.

167.4 Employees recalled to work overtime (whether before or after leaving the premises) must be paid for a minimum of 4 hours work at the appropriate rate on each occasion they are recalled. They shall not be required to work the full 4 hours if the job they were recalled to perform is completed within a shorter period.

167.5 Employees who work on a Saturday, Sunday or Public Holiday shall be paid the appropriate rate as specified in this agreement.

168. DUTY ROSTER

168.1 Definitions

168.1.1 Duty Officer

It is part of Grade 3 and above employees and out-posted based staff duties to at times undertake the duty officer role which includes being primary contact for after hours calls.

The primary contact for after hour calls will be restricted to suitably skilled employees (Grade 3 and above) with the exception of out-posted based staff.

168.1.2 Support Officer (to Duty Officer)

It is part of Grade 1; grade 2 and those at grade 3 not included on the Duty Officer's roster, plus out-posted staff irrespective of classification duties to at times undertake the Support Officer role.

This will be restricted to CTSO grade 1; grade 2 and those at grade 3 not included on the Duty Officer's Roster, plus out-posted staff irrespective of classification.

168.1.3 On Call

To be contactable by telephone, pager, radio or other communications media and available to return to their normal work location for work, as requested, within one hour.

168.1.4 On Duty

- (a) Travelling to and from jobs and time on the job.
- (b) Providing technical assistance by telephone or other communications media. Such employees carrying out duty in this way will accrue time in lieu on an hour for hour basis.

168.1.5 Duty Roster

- (a) Both the Duty Officer and the Support Officer shall be placed on the roster for any given week.

- (b) Each person's period on either roster will be of one week's duration and will change over at 1000 hours on Monday unless changed by mutual agreement of all affected staff.
- (c) Each employee shall not normally be rostered onto the roster for more than 1 week every 7 week cycle. Where CFA believes it is necessary to roster more frequently this will not occur without prior consultation in accordance with clause 21.
- (d) Out posted employees shall not normally be placed on the roster. Where CFA believes it is necessary to roster an out posted employee this will not occur without prior consultation in accordance with clause 21.

168.2 Responsibilities and Remuneration

168.2.1 Duty Officer

The Duty Officer shall be responsible for attendance to after hours calls, either in person or delegated to the rostered Support Officer.

168.2.2 Support Officer

The Support Officer (rostered On Call) shall assist the Duty Officer as directed.

168.2.3 On Call Payments

The Duty Officer and Support Officer who are rostered on call shall be paid 8 hours pay extra at single rates for each week they are on call. When an employee is on call on a public holiday an additional days pay extra at single time rates shall be paid.

168.2.4 On Duty Payments

- (a) Any Rostered Officer who is "On duty" will be paid at the appropriate overtime rate, except for instances covered by clause (b)168.1.4(b).
- (b) A minimum of four hours will be paid for each occasion they are recalled to be "On Duty" except for instances covered by clause 168.1.4(b).
- (c) The Rostered Officer shall not be required to work the full four hours if the job they were recalled to perform is completed within a shorter period.
- (d) Any other employee who is recalled to be "On Duty" will be paid at the appropriate overtime rate.

168.2.5 A minimum of four hours will be paid for each occasion they are recalled to be "On Duty".

168.2.6 They shall not be required to work the full four hours if the job they were recalled to perform is completed within a shorter period.

169. OVERTIME RATES

169.1 Unless specified elsewhere, overtime rates for this part of the agreement are at least:

169.1.1 All time worked Monday to Saturday in excess of the daily or weekly ordinary hours of work will be paid for at the rate of double time.

169.1.2 All time performed on a public holiday will be paid for at the rate of double time and a half. To avoid doubt, such payment is in addition to normal pay for the public holiday.

169.1.3 All work performed on a Sunday will be paid for at the rate of double time.

169.1.4 At the election of the employee time off equivalent to the period of overtime worked may be taken in lieu of receiving overtime rates.

170. TELEPHONE RENTAL REIMBURSEMENT

Each CTSO will be reimbursed for the cost of telephone line rental and internet access to their residence. Costs associated with work related phone calls, including local phone calls, STD phone calls, facsimile transmissions and computer remote access connections will be reimbursed by the CFA. Where an employee has telephone rental/internet access as part of a bundle package or VOIP system the total amount will be paid,

PART E - PROTECTIVE EQUIPMENT DEPARTMENT

171. APPLICATION

171.1 This part of the agreement applies to employees:

171.1.1 employed in the Protective Equipment Department, or

171.1.2 performing work that is or may be performed by an employee in a classification referred to in this part of the agreement.

172. WAGES

172.1 The following rates shall apply:

| Classification | Current Weekly Wage | 1 November 2015 5% | 1 May 2016 5% | 1 November 2016 1.5% | 1 May 2017 1.5% | 1 May 2018 3% | 1 May 2019 3% |
|----------------------|---------------------|-----------------------|------------------|-------------------------|--------------------|------------------|------------------|
| PE Technician 1 | 1,007.93 | 1,058.33 | 1,111.24 | 1,127.91 | 1,144.83 | 1,179.17 | 1,214.55 |
| PE Technician 2 | 1,059.60 | 1,112.58 | 1,168.21 | 1,185.73 | 1,203.51 | 1,239.62 | 1,276.81 |
| PE Technician 3 | 1,111.26 | 1,166.83 | 1,225.17 | 1,243.55 | 1,262.20 | 1,300.07 | 1,339.07 |
| PE Technician 4 | 1,162.93 | 1,221.08 | 1,282.13 | 1,301.37 | 1,320.89 | 1,360.51 | 1,401.33 |
| PE Technician 5 | 1,266.25 | 1,329.56 | 1,396.04 | 1,416.98 | 1,438.23 | 1,481.38 | 1,525.82 |
| Senior PE Technician | 1,340.71 | 1,407.74 | 1,478.13 | 1,500.30 | 1,522.80 | 1,568.49 | 1,615.54 |

* Employees shall also be paid an 17.5% annual leave loading during annual leave

172.2 Annualised all-purpose commuted availability allowance to be included in salary:

| Classification | Current | 1 November 2015 5% | 1 May 2016 5% | 1 November 2016 1.5% | 1 May 2017 1.5% | 1 May 2018 3% | 1 May 2019 3% |
|----------------------|----------|-----------------------|------------------|-------------------------|--------------------|------------------|------------------|
| PE Technician 3 | 2,591.16 | 2,720.72 | 2,856.75 | 2,899.61 | 2,943.10 | 3,031.39 | 3,122.33 |
| PE Technician 4 | 2,711.80 | 2,847.39 | 2,989.76 | 3,034.61 | 3,080.12 | 3,172.53 | 3,267.70 |
| PE Technician 5 | 2,953.08 | 3,100.73 | 3,255.77 | 3,304.61 | 3,354.18 | 3,454.80 | 3,558.45 |
| Senior PE Technician | 3,126.72 | 3,283.06 | 3,447.21 | 3,498.92 | 3,551.40 | 3,657.94 | 3,767.68 |

172.3 Protective Equipment employees' monetary remuneration is payable in fortnightly instalments by electronic funds transfer to the bank account designated by the employee.

172.4 Protective Equipment employees may, in writing, request payment in advance of the ordinary pay day if he or she will be absent on approved leave when payment would ordinarily be made.

172.5 A bonus payment will apply to protective equipment employees on the terms previously agreed by the parties.

173. HIGHER DUTIES

173.1.1 A Grade 3 or 4 employee required to perform the duties of the Grade 5 Technician will be paid higher duties at the rate applicable to the Grade 5 Technician for the whole period of higher duties.

173.1.2 A Grade 4 or 5 employee required to perform the duties of the Manager Technical Services will be paid higher duties at the rate applicable to the Manager Technical Services for the whole period of higher duties.

174. MANAGER TECHNICAL SERVICES

174.1 The Manager Technical Services duties are covered by the duties of Senior Protective Equipment Technicians, however where at the commencement of this agreement, the Manager Technical Services (MTS) position is filled by an employee outside of this

agreement, the employment of that person in the MTS position shall be deemed not to be a breach of this agreement.

175. HOURS OF WORK

175.1 Employees shall work hours in accordance with this clause.

175.2 Employees other than full time employees shall have access to all terms and conditions under this agreement on a pro rata basis and shall receive an insecure work allowance of 25% of their annual wage.

175.3 The CFA will not employ an employee on a part-time or casual basis, and no employee may hold a position on such a basis, unless in each case there is agreement between all parties on a case by case basis (agreement is required for each employee).

175.4 Employees shall have their normal hours of work arranged in the following manner:

175.4.1 Full-time employees shall work an average of 38 hours per week worked over five days Monday to Friday between the hours of 0730 hours and 1730 with actual hours as agreed between the employee and their supervisor; and

On the basis of a 28 day work cycle under which an employee is entitled to two days off work in each pay cycle without loss of pay, at such time as determined by the employee and their supervisor.

175.4.2 Where part-time employment is agreed, part-time employees will:

175.4.2.1 work and be rostered on hours negotiated and agreed in writing between the CFA the employee and the UFU that, on average are less than 38 hours per week. These hours may be worked over a 5 day cycle Monday to Friday and may include evening or weekend work; and

175.4.2.2 be paid for any additional hours worked at overtime rates, or

175.4.2.3 work in accordance with clause 51, and where any reference to 42 hours in clause 51 shall be read as 38 hours.

175.5 Protective equipment technicians shall normally be required to give 2 weeks notice of their decision to utilise their annual leave.

176. BREAKS

176.1 Protective Equipment employees are entitled to an unpaid 30 minute meal break to be taken between the hours of 1200 and 1400 hours.

176.2 Protective Equipment employees are entitled to paid morning and afternoon tea breaks of ten minutes each.

177. VARIATION TO HOURS OF WORK – TECHNICIANS

177.1 To allow the delivery of technical services off site, which may involve attendance at a brigade training night, the ordinary hours of work may be varied on up to nine occasions per year per employee. Such hours will be set between 1200 and 2200 hours. Five days' notice of need for change of hours shall be given to the employee.

177.2 Ordinary hours of work shall not exceed 8 hours per day including a paid meal break.

178. OVERTIME AND RECALL

178.1 All overtime shall be paid for at double time rates except as per sub clause 5 below.

178.2 An employee who is retained on duty at the conclusion of their normal work day for 60 minutes or more shall be paid a minimum of four hours at double time provided that if the work to be done is completed within four hours, the employee need not stay for the full four hours.

178.3 An employee recalled to work overtime shall be paid for a minimum of four hours' work at the rate of double time per hour. They shall not be required to work the full four hours if the job they were recalled to perform is completed within a shorter period.

178.4 Where a PE Technician is recalled to duty, he/she shall be reimbursed at the prescribed rate for Motor Vehicle Allowance in Schedule 4 for all kilometres travelled from the point of recall to return while using their own vehicle for the recall. An employee recalled to work overtime shall also be paid travelling time, at ordinary rates, except on Sundays and public holidays when time and one half apply.

178.5 All work performed on a public holiday will be paid for at the rate of double time and a half. To avoid doubt such payment is in addition to normal pay for the public holiday. All work performed on a Sunday will be paid for at the rate of double time.

178.6 At the election of the employee time off equivalent to the period of overtime worked may be taken in lieu.

179. ROSTERED PE SUPPORT TECHNICIAN

179.1 The Rostered PE Support Technician shall provide routine specialist technical services outside of the normal work hours, at the direction of the PE Duty Officer, in response to operational incidents requiring the replenishment of critical protective equipment capacity.

179.2 PE Technician Grades 3, 4 and 5, upon successful completion of the probation period, will participate in an equitable roster, and the period on the roster will be of one week duration and will change over at 1000 hours on each Wednesday unless changed by mutual agreement of all affected staff.

179.3 The Rostered PE Technician shall ensure they are able to return to their normal work location for work within 90 minutes of being requested via mobile phone or pager.

179.4 The Rostered PE Technician shall be paid a availability allowance equal to 8 hours pay extra at single rates for each week on call. When the on call period includes a designated public holiday an additional days' pay at single time rates shall be paid. The availability allowance will be consolidated as part of base salary.

179.5 An employee recalled to work whilst on call shall be paid for a minimum of four hours at double time for each time recalled. The employee will not be required to work the full four hours if the work that is the subject of the recall is completed within a shorter time.

179.6 Where the changeover between rosters occurs on a public holiday or other day off, and the employees attend work to exchange the on call phone, employees shall be paid the on call recall provision in clause 179.5.

180. DEPARTMENT FUNCTIONAL RESPONSIBILITIES

The Protective Equipment Department is an expertise centre relating to the technical, design, research and development, performance standards and testing of personal protective equipment and protective clothing, including latest developments in this field of knowledge. CFA will continue to facilitate this objective through the provision of in-house and external specialist courses.

In line with these principles, the CFA will provide PE Techs with accredited training in the use of Oxy viva, Air viva and BA van equipment or as otherwise agreed.

PART F - CONDITIONS APPLYING TO PRACTICAL AREA DRILL DEPARTMENT

181. APPLICATION

181.1 This part of the agreement applies to employees:

181.1.1 employed in the Practical Area Drill Department, or

181.1.2 performing work that is or may be performed by an employee in a classification referred to in this part of the agreement.

182. WAGES AND CONDITIONS

182.1 Weekly Wage Rate:

| Classification | Current Weekly Wage | 1 November 2015 5% | 1 May 2016 5% | 1 November 2016 1.5% | 1 May 2017 1.5% | 1 May 2018 3% | 1 May 2019 3% |
|----------------|---------------------|-----------------------|------------------|-------------------------|--------------------|------------------|------------------|
| PAD Operator - | 1,579.47 | 1,658.44 | 1,741.37 | 1,767.49 | 1,794.00 | 1,847.82 | 1,903.25 |
| PAD Supervisor | 1,785.73 | 1,875.02 | 1,968.77 | 1,998.30 | 2,028.27 | 2,089.12 | 2,151.80 |

182.2 Classification descriptions for PAD staff are the agreed position description as at 20 February 2014. Such classification descriptions are incorporated as terms of this agreement. Employees shall not be required or sought to undertake any work outside of such position descriptions.

182.3 No employee will suffer a reduction in ordinary hours of work, paid leave, long service leave, personal leave, wages or any other entitlement as a result of the operation of this clause.

183. HIGHER DUTIES

183.1 Where an employee is required to perform the duties of PAD Supervisor, they must be paid at the rate of the PAD Supervisor for the whole period of performing such duties.

183.2 A PAD Supervisor undertaking higher duties will be paid an allowance in accordance with Schedule 4 for all time worked on such duties.

184. ALLOWANCES

184.1 Travel allowances and Travelling Time

184.1.1 Should an employee be required to travel to a location which is not the normal place of work the time spent travelling from his or her home to the place of work shall be paid for at the appropriate wage rate. Such time shall be classified as overtime if it falls outside of the prescribed ordinary hours of work.

184.1.2 Should the employee elect to use private transport for such travelling then the mileage allowance prescribed in Schedule 4 shall apply.

184.2 BA Training

An employee assisting an instructor in BA training will receive an allowance in accordance with Schedule 4 for all time worked on such duties.

184.3 PAD Safety Function

184.3.1 An employee performing a PAD safety function will receive an allowance in accordance with Schedule 4 for all time worked on such duties.

185. PAID MEAL BREAK

Employees are entitled to a paid meal break of one hour during each shift.

186. AMENITIES

In addition to the conditions provided in the other parts of this agreement:

186.1 the employer shall provide such amenities as agreed between the union and employer to provide for the preparation and consumption of meals and refreshments; and

186.2 tea, coffee, milk and sugar will be provided at each location. Facilities for preparing hot drinks shall be provided for all employees on duty outside the normal place of work.

187. HOURS OF WORK

In addition to the conditions provided in the other parts of this agreement:

187.1 Employees shall work hours in accordance with this clause.

187.2 Employees other than full time employees shall have access to all terms and conditions under this agreement on a pro rata basis and shall receive an insecure work allowance of 25% of their annual wage.

187.3 The CFA will not employ an employee on a part-time or casual basis, and no employee may hold a position on such a basis, unless in each case there is agreement between all parties on a case by case basis (agreement is required for each employee).

187.4 Employees shall have their normal hours of work arranged in the following manner:

187.4.1 The ordinary hours of duty of each full time employee shall be an average of 38 hours per week worked over eight hours per day, five days Monday to Friday, between the hours of 0800 hours and 1645 hours. Employees shall take 2 additional paid days off in each 28 day cycle.

The paid days off shall be agreed between the employee and their supervisor. If in an emergency situation or on a day of Total Fire Ban an employee on their day off agrees to be recalled to work, the employee will postpone their nominated day off. As much notice as possible in the circumstances shall be given and the postponed day off shall be taken before the completion of the next 28 day cycle.

187.4.2 Where part-time employment is agreed, part-time employees will:

187.4.2.1 work and be rostered on hours negotiated and agreed in writing between the CFA the employee and the UFU that, on average are less than 38 hours per week. These hours may be worked over a 5 day cycle Monday to Friday and may include evening or weekend work; and

187.4.2.2 be paid for any additional hours worked at overtime rates, or

187.4.2.3 work in accordance with clause 51, and where any reference to 42 hours in clause 51 shall be read as 38 hours.

188. OVERTIME

188.1 All time worked Monday to Saturday in excess of the daily or weekly ordinary hours of duty will be paid for at the rate of double time.

188.2 All time performed on a public holiday will be paid for at the rate of double time and a half. To avoid doubt, such payment is in addition to normal pay for the public holiday.

188.3 All work performed on a Sunday will be paid for at the rate of double time.

188.4 At the election of the employee time off equivalent to the period of overtime worked may be taken in lieu of receiving overtime rates.

188.5 All overtime shall be paid a minimum of four hours at the appropriate overtime rate as outlined above, provided that if the work to be done is completed within four hours, the employee need not stay for the full four hours.

189. WORKING ALONE

189.1 The CFA will ensure that no PAD staff works alone.

190. INCLEMENT WEATHER

190.1 The parties agree to the following conditions under which employees under this part shall not be required to work in:

190.1.1 inclement weather that is under 8 degrees Celsius and over 35 degrees Celsius.

190.2 Rest breaks will be provided above 30 degrees as follows:

190.2.1 - 15 minutes in each hour when the temperature is 30 degrees Celsius

190.2.2 - 30 minutes in each hour when the temperature is 32 degrees Celsius

190.2.3 - 45 minutes in each hour when the temperature is 35 degrees Celsius.

190.3 Regular monitoring of the environment shall commence when temperatures above 30 degrees Celsius are encountered. Such a monitoring shall be carried out via equipment at the drill site.

190.4 During Such weather, employees shall continue with other work indoors. During such weather where there is no work to be done employees shall continue to receive their wages.

191. TELEPHONE RENTAL REIMBURSEMENT

191.1 Costs associated with work related phone calls including local calls, facsimile transmissions and computer remote connections are to be met by direct billing to the CFA via "phone card" facilities.

191.2 Where CFA determines it necessary for an employee to be contactable after hours, a mobile phone will be provided to that employee and paid for by the CFA.

PART G - CONDITIONS APPLYING TO FIRE SERVICE COMMUNICATION CONTROLLERS (INCLUDING SENIOR FSCC'S)

192. APPLICATION OF AGREEMENT

192.1 This part of the agreement applies to those employees who are engaged in or performing work of Communication Controller.

192.2 The provisions of parts A; B and C also apply to employees covered by this part.

193. DEFINITIONS

193.1 **"Both Fire Services"** means the Country Fire Authority and Metropolitan Fire And Emergency Services Board as defined and "either Fire Service" means either the Metropolitan Fire And Emergency Services Board or the Country Fire Authority as defined herein.

193.2 **"MFB"** means the Metropolitan Fire and Emergency Services Board constituted under the Metropolitan Fire Brigades Act 1958.

193.3 **"Standard Operating Procedures"** means the procedures established by either Fire Service from time to time.

194. CLASSIFICATIONS

A "Communications Controller" is an employee engaged as such who is required to assist Communications Centre personnel to ensure that the Fire Services are provided with a high standard of communications to allow them to operate in the most efficient and effective manner, in accordance with the relevant CFA or MFESB Standard Operating Procedures.

195. WAGE RATES

195.1 Wage Rate Per Week

FSCC's and Senior FSCC's shall be paid at the rates as specified in clause 144.

196. ROSTERING ARRANGEMENTS AND PROCEDURES

196.1 Transfers

196.1.1 Transfers of employees are to be undertaken to minimise the movement of employees.

196.1.2 Transferring of employees will be undertaken, in accordance with the arrangements prescribed below.

196.1.2.1 Employees will be allocated to a specific shift. Any employee who agrees to undertake day work duties shall receive the allowance for Special Administrative Duties in accordance with Schedule 4.

196.1.2.2 Employees to be transferred to another shift will be personally notified on shift. Employees will not be transferred while on annual leave. Personal notification includes email where the personal email address has been installed and employees are trained in its use.

Where this sub clause is not followed in part or whole, rostering penalties shall apply. Rostering penalties are deemed to be the equivalent penalties payable to firefighter relievers under this agreement. To avoid doubt, the reliever payments will be paid subject only to meeting the conditions under the FSCC agreement part, not the requirements under the reliever clause (i.e. distance or notice requirements to enact reliever entitlements shall not apply).

196.1.2.3 Employees other than the designated reliever will not be transferred more than seven times in a three year period without incurring penalties. Each three-year period stands alone.

196.2 For the purpose of payment of penalties, the following circumstances clarify movement (transfers):

196.2.1 A move or a transfer is when an employee is transferred from his/her current shift to another shift.

196.2.2 If an employee is transferred to a position that they have applied for and been granted, this transfer does not count as a move.

196.2.3 If an employee returns to a different shift that he/she was rostered to prior to annual leave, this constitutes a move.

196.2.4 If an employee returns to a different shift that he/she was rostered to prior to annual leave, this constitutes a move.

- 196.2.5 Temporary career development secondments which an employee volunteers to undertake that results in a change of shift shall not constitute a move.
- 196.2.6 Temporary secondments required by the employer resulting in a change of shift constitute a move.
- 196.2.7 Where penalties are paid due to late notification the move back to the normal shift is not counted as a move.
- 196.2.8 A move is also where an employee is moved between 2 work places or work sites.

196.3 Transfer Grievance Committee

- 196.3.1 The transfer grievance committee will consist of two employer and two employee representatives (UFU) with an CFA delegate in a bipartisan consultative capacity . This committee shall hear and determine any grievance brought before it by any employee who believes he / she has been unfairly treated because of a transfer.
- 196.3.2 Any grievance in regard to transfers must be immediately notified to the FSCC immediate supervisor by telephone, followed by a written report explaining the reason for the grievance.
- 196.3.3 The committee shall meet seven days prior to the change of shift to consider the grievance.
- 196.3.4 The decision of the committee shall not prejudice in any way the transferee's ability to appeal to other areas.
- 196.3.5 Any grievance over a mutual transfer not being allowed will be dealt with by the Transfer Grievance Committee.
- 196.3.6 While the above procedures are being followed, work must continue in accordance with the existing situation or practice that existed immediately prior to the subject matter of the grievance or dispute occurring. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub clause.

197. ORDINARY HOURS OF WORK

- 197.1 FSCC's will work in accordance with clause 50 and where applicable clause 198.

197.2 The ordinary working hours for full time employee's shall be 38 per week, over a cycle of eight weeks for which the roster of hours and leave operates. Employee's shall be rostered and worked an average of 42 hours per week, two of which hours shall be overtime work and paid for as such and the remaining two hours shall be taken as accrued leave, in accordance with the roster laid down for this purpose.

198. ROSTER OF HOURS

198.1 The roster of hours for an employee on the 12/12 roster system shall be as follows:

Shifts

D - 7.00 a.m. to 7.00 p.m.
 N - 7.00 p.m. to 7.00 a.m.

198.2 12/12 ROSTER SYSTEM

| | F S S M T W T | F S S M T W T | F S S M T W T | F S S M T W T |
|-----------|---------------|---------------|---------------|---------------|
| A Platoon | | DDN N | DD | NN D DNN |
| Hours | 34 | 34 | 38 | 38 |
| B Platoon | DDNN | | DDNN | DDN N DD |
| Hours | 48 | 48 | 34 | 34 |
| C Platoon | DDNN | DDNN | DDNN | DDNN |
| Hours | 48 | 48 | 48 | 48 |
| D Platoon | NN | D DNN | DDNN | DDNN |
| Hours | 38 | 38 | 48 | 48 |
| A Platoon | DDNN | DDNN | DDNN | DDNN |
| Hours | 48 | 48 | 48 | 48 |
| B Platoon | NN | D DNN | DDNN | DDNN |
| Hours | 38 | 38 | 48 | 48 |
| C Platoon | | DDN N | DD | NN D DNN |
| Hours | 34 | 34 | 38 | 38 |
| D Platoon | DDNN | DDNN | DDN N | DD |
| Hours | 48 | 48 | 34 | 34 |

198.3 The rostered hours of each worker shall not exceed:

- (i) 12 on any one day
- (ii) 48 in any one week
- (iii) 96 in fourteen consecutive days
- (iv) 192 in twenty-eight consecutive days
- (v) 336 in fifty-six consecutive days

198.4 The roster when once compiled shall not be departed from except to meet an emergency due to sickness or other unexpected or unavoidable cause or by personal agreement between the employer and the employees concerned.

198.5 An employee shall be entitled to at least 2 weeks notice of a change of rostered shift.

199. BREAKS

199.1 Meal Breaks

199.1.1 Employees shall be allowed a one hour paid meal break during each shift and shall remain on duty. Subject to operational requirements, meal breaks will be taken at regular times and will be commenced within five hours of commencing duty.

199.1.2 An employee working overtime shall be allowed a paid rest period of twenty minutes after each four hours worked if the employee continues to work after the rest break.

200. REST AND RECLINE

Employees on night duty shall be permitted to recline and sleep on a recliner chair when there is no operational work to be done.

There will be 1 recliner chair provided for each on duty FSCC.

Provision will be made for the area that this is undertaken to be private, with the installation of blinds on all glassed areas.

201. CAREER PATHS AND OPPORTUNITIES

201.1 The duties of a Fire Service Communication Controller are a specialist function. The employer will ensure that any additional person required to perform the duties of an FSCC will be fully trained to undertake such functions prior to fulfilling such functions. This includes skills maintenance.

201.2 Any permanent vacancy will be offered to the person in the reliever position.

201.3 The reliever position to cover absence of rostered staff shall form part of the minimum staffing strength of 1 FSCCs (including 2 reliever positions).

201.4 Firefighters and Station Officers: Where an on shift FSCC's elects, they shall undertake at least 1 roster of skills maintenance in a day work position on the special administrative duties roster within each year.

202. WORK LOCATION AND DUTIES FOR FIRE SERVICE COMMUNICATION CONTROLLERS

202.1 FSCC's are guaranteed job security.

202.2 As at the commencement of this agreement FSCC's work at Tallyho or Ballarat.

202.3 In order to ensure effective communication and the safety of employees, the CFA will ensure that the minimum number of FSCCs employed at any time will be 6 to maintain operational capability.

202.4 Further the CFA gives a commitment that the FSCC's will be secure in their current location and their agreed job description, as at 20 February 2014. Such position description is incorporated as a term of this agreement. Employees shall not be required or sought to undertake any work outside of such position descriptions. Position descriptions will be respected subject to changes pertaining to inter agency work. In this event any changes would be subject to negotiation with the UFU with respect by the CFA for the retention of bargaining rights should such circumstances arise.

202.5 If any interagency changes occur, CFA will ensure that no FSCC will suffer a reduction in pay level or seniority.

202.6 The CFA shall ensure that the FSCC will only perform work for the CFA. The CFA shall not direct an FSCCs to conduct duties / tasks for other agencies, without prior agreement at the CFA UFU Consultation Committee as to:

202.6.1 The nature of the work to be performed; and

202.6.2 The amount of an additional allowance to be paid to FSCCs in recognition of performing such work.

202.7 Nothing in this agreement shall be taken so as to allow any reduction in ranking /salary or entitlements due to changes in interagency work between CFA and / or other Agencies.

203. HIGHER DUTIES

203.1 When an employee covered by this part of the agreement is given the opportunity to act up in a higher or different classification the employee will be paid an allowance of 10% of his/her total wage for the duration of the period of higher duties.

204. AMENITIES

204.1 The employer shall provide at each location such amenities as agreed between the union and the employer to provide for the preparation and consumption of meals, refreshments, recreation, rest and recline (recliner chair). When employees are required to work at any other ESTA location temporarily, parking will be provided or the cost reimbursed by the employer.

204.2 The employer will provide appropriate facilities to ensure privacy for all FSCCs at all locations, the minimum of such facilities being as already agreed with the UFU.

205. DELAYED OR INTERRUPTED MEAL ALLOWANCE

The parties agree that FSCCs shall be entitled to a meal allowance where there is a delayed or interrupted meal break.

206. UNIFORM

FSCC's will be provided all uniform provided to other operational staff, and to avoid doubt clause 83 in part A of this agreement also applies to FSCC's. In addition to agreed CFA uniform in accordance with clause 83, FSCC's will be issued with a sleeveless woolen or wool mix vest and two polo shirts for use when resting and reclining during night shift.

EXECUTED as an Enterprise Agreement

**SIGNED on behalf and with the
authority of COUNTRY FIRE
AUTHORITY by:**

Signature of the Authorised Person: _____
Name in Full: _____
Address: _____
Explanation of Authority: _____

In the presence of this Witness

Signature of Witness: _____
Name in Full: _____
Occupation: _____
Address: _____

On this date: _____

**SIGNED on behalf of and with the
authority of the UNITED
FIREFIGHTERS UNION OF
AUSTRALIA by:**

Signature of Authorised Person: _____
Name in Full: _____
Address: _____
Explanation of Authority: _____

In the presence of this Witness

Signature of Witness: _____
Name in Full: _____
Occupation: _____
Address: _____

On this date: _____

SCHEDULE 1 MINIMUM CREWING CHART

COMMANDER/OM/MCS/INSTRUCTOR STAFFING CHARTS

OM, COMMANDER, INSTRUCTOR & MANAGER COMMUNITY SAFETY STAFFING CHART - 1st July 2016

| Location | South West Region | | | | West Region | | | North West Region | | | | North East Region | | | | South East Region | | | | Headquarters | Training Grounds | Protective Equipment | TOTALS | | |
|--|-------------------|------------|------------|------------|-------------|-------------|-------------|-------------------|-------------|-------------|-------------|-------------------|-------------|-------------|-------------|-------------------|------------|------------|-------------|--------------|------------------|----------------------|--------|-------------|-------------|
| | District 4 | District 5 | District 6 | District 7 | District 15 | District 16 | District 17 | District 2 | District 14 | District 18 | District 20 | District 12 | District 13 | District 22 | District 23 | District 24 | District 8 | District 9 | District 10 | | | | | District 11 | District 27 |
| OM Regional Commander | | | | 1 | 1 | | | 1 | 1 | | | | 1 | 1 | | | 1 | | 1 | | | | | | 8 |
| OM District | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | | | 21 |
| OM Protective Equipment | | | | | | | | | | | | | | | | | | | | | | | | 1 | 1 |
| OM Performance Improvement | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 |
| OM CFA CAD Operations | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 |
| OM Fire Policy & Planning | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 |
| OM HQ Operations | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 |
| OM BEST Project (SIP/SACS) | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 |
| OM Structural Fire Planning | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 |
| OM Major Events & Security | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 |
| OM Worksafe Major Hazards Officer | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 |
| OM Office of Emergency Service Commissioner | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 |
| OM Human Resource Planning | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 |
| OM Learning & Development | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 |
| OM OH & S | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 |
| Commander Specialist Response | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 |
| Commander State Aircraft Unit | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 |
| Commander FIRS | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 |
| OM Training Delivery | | | | | | | | | | | | | | | | | | | | | | | 1 | | 1 |
| Commander Distance Education & AHMS Coordination | | | | | | | | | | | | | | | | | | | | | | | 1 | | 1 |
| Commander Training Delivery | | | | | | | | | | | | | | | | | | | | | | | 1 | | 1 |
| Commander State Driving Coordinator | | | | | | | | | | | | | | | | | | | | | | | 1 | | 1 |
| Commander District Day Roster | 2 | 3 | 3 | 2 | 3 | 3 | 2 | 3 | | 3 | 3 | 4 | 3 | 2 | 2 | 2 | | 3 | 2 | 3 | 2 | | | | 50 |
| Commander District Integrated Station | 1 | 1 | | 4 | 1 | | | 1 | 9 | 1 | | | 3 | 1 | 1 | 1 | 9 | | | | 2 | | | | 35 |
| Commander District 10/14 | | | | | | | | | | | | | | | | | | | | | | | | | 0 |
| Commander District 10/14 Reliever | | | | | | | | | | | | | | | | | | | | | | | | | 0 |
| Commander District Day Reliever | 1 | 1 | 2 | 1 | | 1 | 1 | 2 | 1 | | 1 | 1 | 1 | 1 | | 1 | 2 | | 2 | | 1 | | | | 19 |
| Commander HQ Reliever | | | | | | | | | | | | | | | | | | | | | | 2 | | | 2 |
| Manager Community Safety | | 1 | | 1 | 1 | | | | 1 | | | | 1 | | | | 1 | | | | | | | | 6 |
| Senior Instructor | | | | 1 | 2 | | | | 1 | | | | 1 | 1 | | | | | | | | 1 | | | 7 |
| Instructor Wildfire (W) | | 3 | 1 | 1 | 1 | 1 | 1 | 2 | 1 | 1 | 2 | 1 | 2 | | 1 | 1 | 1 | 1 | 1 | 2 | 1 | | | | 24 |
| Instructor Structural (S) | | 2 | | 2 | 1 | | 1 | 2 | 1 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 3 | 1 | 1 | 1 | 1 | | | | 23 |
| Instructor Training Grounds Training | | | | | | | | | | | | | | | | | | | | | | | 14 | | 14 |
| TOTALS | 4 | 12 | 6 | 15 | 12 | 5 | 6 | 11 | 17 | 9 | 7 | 8 | 14 | 8 | 6 | 7 | 16 | 6 | 9 | 6 | 6 | 18 | 18 | 1 | |

Note: the OM Regional Commander and the Manager Community Safety (MCS) are Regional Positions
The current locations of OM Regional Commander and MCS will remain unless changed by agreement

OM, COMMANDER, INSTRUCTOR & MANAGER COMMUNITY SAFETY STAFFING CHART - 1st July 2017

| Location | South West Region | | | | West Region | | | North West Region | | | | North East Region | | | | South East Region | | | | Headquarters | Training Grounds | Protective Equipment | TOTALS | | | | | | | | | | | | | | | |
|--|-------------------|------------|------------|------------|-------------|-------------|-------------|-------------------|-------------|-------------|-------------|-------------------|-------------|-------------|-------------|-------------------|------------|------------|-------------|--------------|------------------|----------------------|--------|-------------|-------------|--|--|--|--|--|--|--|--|--|--|----|-----|----|
| | District 4 | District 5 | District 6 | District 7 | District 15 | District 16 | District 17 | District 2 | District 14 | District 18 | District 20 | District 12 | District 13 | District 22 | District 23 | District 24 | District 8 | District 9 | District 10 | | | | | District 11 | District 27 | | | | | | | | | | | | | |
| OM Regional Commander | | | | 1 | 1 | | | 1 | 1 | | | | 1 | 1 | | | 1 | | 1 | | | | | | | | | | | | | | | | | 8 | | |
| OM District | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | | | | | | | | | | | | | 21 | | |
| OM Protective Equipment | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 | 1 | |
| OM Performance Improvement | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 | 1 |
| OM CFA CAD Operations | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 | 1 |
| OM Wildfire Policy & Planning | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 | 1 |
| OM HQ Operations | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 | 1 |
| OM BEST Project (SIFSACS) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 | 1 |
| OM Structural Fire Planning | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 | 1 |
| OM Major Events & Security | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 | 1 |
| OM Worksafe Major Hazards Officer | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 | 1 |
| OM Office of Emergency Service Commissioners | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 | 1 |
| OM Human Resource Planning | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 | 1 |
| OM Learning & Development | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 | 1 |
| OM OH & S | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 | 1 |
| OM Commander Specialist Response | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 | 1 |
| OM Commander State Aircraft Unit | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 | 1 |
| OM Commander HRS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 | 1 |
| OM Training Delivery | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 | 1 |
| OM Commander Distance Education & AILMS Coordination | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 | 1 |
| OM Commander Training Delivery | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 | 1 |
| OM Commander State Driving Coordinator | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 | 1 |
| OM Commander District Day Roster | 2 | 3 | 3 | 2 | 3 | 3 | 2 | 3 | | 3 | 3 | 4 | 3 | 2 | 2 | 2 | | 3 | 2 | 3 | 2 | | | | | | | | | | | | | | | | 50 | |
| OM Commander OIC Integrated Station | 1 | 1 | | 4 | 1 | | | 1 | 9 | 1 | | | 3 | 1 | 1 | 1 | 9 | | | | | | | | | | | | | | | | | | | | 35 | |
| OM Commander District 10/14 | | | | | | | | | 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | 4 | 4 |
| OM Commander District 10/14 Reliever | | | | | | | | | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 | 1 |
| OM Commander District Day Reliever | 1 | 1 | 1 | 2 | 1 | | 1 | 1 | 2 | 1 | | 1 | 1 | 1 | 1 | 1 | 2 | 1 | 2 | 1 | 1 | | | | | | | | | | | | | | | | 23 | |
| OM Commander HQ Reliever | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 2 | 2 |
| OM Manager Community Safety | | 1 | | 1 | 1 | | | | 1 | | | | 1 | | | | 1 | | | | | | | | | | | | | | | | | | | | | 6 |
| OM Senior Instructor | | | | 1 | 2 | | | | 1 | | | | 1 | 1 | | | | | | | | | | | | | | | | | | | | | | | 7 | 7 |
| OM Instructor Wildfire (W) | | 3 | 1 | 1 | 1 | 1 | 1 | 2 | 1 | 1 | 2 | 1 | 2 | | 1 | 1 | 1 | 1 | 2 | 1 | | | | | | | | | | | | | | | | | 24 | |
| OM Instructor Structural (S) | | 2 | | 2 | 1 | | 1 | 2 | 1 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 3 | 1 | 1 | 1 | | | | | | | | | | | | | | | | | 23 | |
| OM Instructor Training Grounds | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 14 | 14 |
| TOTALS | 5 | 12 | 6 | 15 | 12 | 5 | 6 | 11 | 22 | 9 | 7 | 8 | 14 | 8 | 7 | 7 | 18 | 7 | 9 | 7 | 6 | 18 | 18 | 1 | | | | | | | | | | | | | 238 | |

Note, the OM Regional Commander and the Manager Community Safety (MCS) are Regional Positions. The current locations of OM Regional Commander and MCS will remain unless changed by agreement.

OM, COMMANDER, INSTRUCTOR & MANAGER COMMUNITY SAFETY STAFFING CHART - 1st July 2018

| Location | South West Region | | | | West Region | | | North West Region | | | | North East Region | | | | South East Region | | | | Headquarters | Training Grounds | Protective Equipment | TOTALS | | | |
|--|-------------------|------------|------------|------------|-------------|-------------|-------------|-------------------|-------------|-------------|-------------|-------------------|-------------|-------------|-------------|-------------------|------------|------------|-------------|--------------|------------------|----------------------|--------|-------------|-------------|----|
| | District 4 | District 5 | District 6 | District 7 | District 15 | District 16 | District 17 | District 2 | District 14 | District 18 | District 20 | District 12 | District 13 | District 22 | District 23 | District 24 | District 8 | District 9 | District 10 | | | | | District 11 | District 27 | |
| OM Regional Commander | | | | 1 | 1 | | | 1 | 1 | | | | 1 | 1 | | | 1 | | 1 | | | | | | | 8 |
| OM District | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | | | | 21 |
| OM Protective Equipment | | | | | | | | | | | | | | | | | | | | | | | | 1 | 1 | |
| OM Performance Improvement | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 | |
| OM CFA CAD Operations | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 | |
| OM Wildfire Policy & Planning | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 | |
| OM HQ Operations | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 | |
| OM BEST Project IS/PSACS | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 | |
| OM Structural Fire Planning | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 | |
| OM Major Events & Security | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 | |
| OM Worksafe Major Hazards Officer | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 | |
| OM Office of Emergency Service Commissioner | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 | |
| OM Human Resource Planning | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 | |
| OM Learning & Development | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 | |
| OM OH & S | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 | |
| Commander Specialist Response | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 | |
| Commander State Aircraft Unit | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 | |
| Commander FIRS | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 | |
| OM Training Delivery | | | | | | | | | | | | | | | | | | | | | | | 1 | | 1 | |
| Commander Distance Education & AIMS Coordination | | | | | | | | | | | | | | | | | | | | | | | 1 | | 1 | |
| Commander Training Delivery | | | | | | | | | | | | | | | | | | | | | | | 1 | | 1 | |
| Commander State Driving Coordinator | | | | | | | | | | | | | | | | | | | | | | | 1 | | 1 | |
| Commander District Day Roster | 2 | 3 | 3 | 2 | 4 | 3 | 3 | 3 | | 3 | 3 | 4 | 3 | 2 | 2 | 2 | | 3 | 2 | 3 | 2 | | | | 52 | |
| Commander OIC Integrated Station | 1 | 1 | | 5 | 1 | | | 1 | 9 | 1 | | | 3 | 1 | 1 | 1 | 9 | | | | 2 | | | | 36 | |
| Commander District 10/14 | | | | 4 | | | | | 4 | | | | | | | | 4 | | | | | | | | 12 | |
| Commander District 10/14 Reliever | | | | 1 | | | | | 1 | | | | | | | | 1 | | | | | | | | 3 | |
| Commander District Day Reliever | 1 | 1 | 1 | 2 | 1 | | 1 | 1 | 2 | 1 | | 1 | 1 | 1 | 1 | 1 | 2 | 1 | 2 | 1 | 1 | 1 | 1 | 1 | 24 | |
| Commander HQ Reliever | | | | | | | | | | | | | | | | | | | | | | 2 | | | 2 | |
| Manager Community Safety | | 1 | | 1 | 1 | | | | 1 | | | | 1 | | | | 1 | | | | | | | | 6 | |
| Senior Instructor | | | | 1 | 2 | | | | 1 | | | | 1 | 1 | | | | | | | | 1 | | | 7 | |
| Instructor Wildfire (W) | | 3 | 1 | 1 | 1 | 1 | 1 | 2 | 1 | 1 | 2 | 1 | 2 | | 1 | 1 | 1 | 1 | 2 | 1 | | | | | 24 | |
| Instructor Structural (S) | | 2 | | 2 | 1 | | 1 | 2 | 1 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 3 | 1 | 1 | 1 | | | | | 23 | |
| Instructor Training Grounds | | | | | | | | | | | | | | | | | | | | | | | 14 | | 14 | |
| TOTALS | 5 | 12 | 6 | 21 | 13 | 5 | 7 | 11 | 22 | 9 | 7 | 8 | 14 | 6 | 7 | 7 | 23 | 7 | 9 | 7 | 6 | 19 | 18 | 1 | | |

Note: the OM Regional Commander and the Manager Community Safety (MCS) are Regional Positions
The current locations of OM Regional Commander and MCS will remain unless changed by agreement

OM, COMMANDER, INSTRUCTOR & MANAGER COMMUNITY SAFETY STAFFING CHART - 31 December 2019

| Location | South West Region | | | | West Region | | | North West Region | | | | North East Region | | | | South East Region | | | | Headquarters | Training Grounds | Protective Equipment | TOTALS | | | | | |
|---|-------------------|------------|------------|------------|-------------|-------------|-------------|-------------------|-------------|-------------|-------------|-------------------|-------------|-------------|-------------|-------------------|------------|------------|-------------|--------------|------------------|----------------------|--------|-------------|-------------|---|----|----|
| | District 4 | District 5 | District 6 | District 7 | District 15 | District 16 | District 17 | District 2 | District 14 | District 18 | District 20 | District 12 | District 13 | District 22 | District 23 | District 24 | District 8 | District 9 | District 10 | | | | | District 11 | District 27 | | | |
| OM Regional Commander | | | | 1 | 1 | | | | 1 | 1 | | | 1 | 1 | | | 1 | | 1 | | | | | | | | | 8 |
| OM District | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | | | | | 21 |
| OM Protective Equipment | | | | | | | | | | | | | | | | | | | | | | | | | | 1 | | 1 |
| OM Performance Improvement | | | | | | | | | | | | | | | | | | | | | | | 1 | | | | | 1 |
| OM CFA CAD Operations | | | | | | | | | | | | | | | | | | | | | | | 1 | | | | | 1 |
| OM Wildfire Policy & Planning | | | | | | | | | | | | | | | | | | | | | | | 1 | | | | | 1 |
| OM HQ Operations | | | | | | | | | | | | | | | | | | | | | | | 1 | | | | | 1 |
| OM BEST Project (S/F/SACS) | | | | | | | | | | | | | | | | | | | | | | | 1 | | | | | 1 |
| OM Structural Fire Planning | | | | | | | | | | | | | | | | | | | | | | | 1 | | | | | 1 |
| OM Major Events & Security | | | | | | | | | | | | | | | | | | | | | | | 1 | | | | | 1 |
| OM Worksafe Major Hazards Officer | | | | | | | | | | | | | | | | | | | | | | | 1 | | | | | 1 |
| OM Office of Emergency Service Commissioner | | | | | | | | | | | | | | | | | | | | | | | 1 | | | | | 1 |
| OM Human Resource Planning | | | | | | | | | | | | | | | | | | | | | | | 1 | | | | | 1 |
| OM Learning & Development | | | | | | | | | | | | | | | | | | | | | | | 1 | | | | | 1 |
| OM OH & S | | | | | | | | | | | | | | | | | | | | | | | 1 | | | | | 1 |
| OM Commander Specialist Response | | | | | | | | | | | | | | | | | | | | | | | 1 | | | | | 1 |
| OM Commander State Aircraft Unit | | | | | | | | | | | | | | | | | | | | | | | 1 | | | | | 1 |
| OM Commander FIRS | | | | | | | | | | | | | | | | | | | | | | | 1 | | | | | 1 |
| OM Training Delivery | | | | | | | | | | | | | | | | | | | | | | | | 1 | | | | 1 |
| OM Commander Distance Education & AIMS Coordination | | | | | | | | | | | | | | | | | | | | | | | | 1 | | | | 1 |
| OM Commander Training Delivery | | | | | | | | | | | | | | | | | | | | | | | | 1 | | | | 1 |
| OM Commander State Driving Coordinator | | | | | | | | | | | | | | | | | | | | | | | | 1 | | | | 1 |
| OM Commander District Day Roster | 2 | 3 | 3 | 2 | 4 | 3 | 3 | 3 | | 3 | 3 | 4 | 3 | 2 | 2 | 2 | | 3 | 2 | 3 | 1 | | | | | | | 51 |
| OM Commander OIC Integrated Station | 1 | 1 | | 5 | 1 | | | 1 | 9 | 1 | | | 3 | 1 | 1 | 1 | 9 | | | | 3 | | | | | | | 37 |
| OM Commander District 10/14 | | | | 4 | | | | | | 4 | | | | | | | | 4 | | | | | | | | | | 12 |
| OM Commander District 10/14 Reliever | | | | 1 | | | | | | 1 | | | | | | | | 1 | | | | | | | | | | 3 |
| OM Commander District Day Reliever | 1 | 1 | 1 | 2 | 1 | 1 | 1 | 1 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 2 | 1 | 2 | 1 | 1 | 2 | | | | | 27 | |
| OM Commander HQ Reliever | | | | | | | | | | | | | | | | | | | | | | | 2 | | | | | 2 |
| OM Manager Community Safety | | 1 | | 1 | 1 | | | | | 1 | | | 1 | 1 | | | | 1 | | | | | | | | | | 6 |
| OM Senior Instructor | | | | 1 | 2 | | | | | 1 | | | 1 | 1 | | | | | | | | | 1 | | | | | 7 |
| OM Instructor Wildfire (W) | | 3 | 1 | 1 | 1 | 1 | 2 | 1 | 1 | 1 | 2 | 1 | 2 | | 1 | 1 | 1 | 1 | 2 | 1 | | | | | | | 24 | |
| OM Instructor Structural (S) | | 2 | | 2 | 1 | | 1 | 2 | 1 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 3 | 1 | 1 | 1 | | | | | | | 23 | |
| OM Instructor Training Grounds | | | | | | | | | | | | | | | | | | | | | | | | 14 | | | | 14 |
| TOTALS | 5 | 12 | 6 | 21 | 13 | 6 | 7 | 11 | 22 | 9 | 8 | 8 | 14 | 8 | 7 | 7 | 23 | 7 | 9 | 7 | 6 | 20 | 18 | 1 | | | | |

Note: the OM Regional Commander and the Manager Community Safety (MCS) are Regional Positions
 The current locations of OM Regional Commander and MCS will remain unless changed by agreement

SCHEDULE 2 – DISTRICT-BASED RELIEVERS

1. Background

District Based Relievers are employees of the CFA whose role is as additional firefighting staff. District Based Relievers perform a dual role in providing operational relief and capability. This dual capability means that District Based Relievers will

- (a) provide relief to CFA career fire stations within the employees designated district or abutting district as required; and
- (b) elsewhere by agreement .

2. Rank

The operational staffing requirements statewide provide for the most suitable classification of District Based Relievers to be Station Officer (Reliever) and Senior Station Officer (Reliever).

3. Allocation

2 District Based Relievers will be based at each of the following fire stations:

| AREA | STATION | RANK |
|-----------------------------------|----------------------|--|
| North West Area | Mildura | Senior Station Officer Reliever |
| South West Area | Warrnambool | Senior Station Officer Reliever |
| Gippsland Area | Morwell | Senior Station Officer Reliever |
| North East Area | Wangaratta | Senior Station Officer Reliever |
| Midlands - Wimmera Area | Ballarat City | Senior Station Officer Reliever |
| Goulburn — Murray Area | Shepparton | Senior Station Officer Reliever |
| North Central Area | Bendigo | Senior Station Officer Reliever |
| Gippsland Area North East Area | Traralgon Wodonga | Senior Station Officer Reliever Senior Station Officer Reliever |

1. Where the appointment of any additional relievers including but not limited to District Based Relievers affects the current relief arrangements at career fire stations or the arrangements under which current relievers are working, consultation under clause 21 shall occur. All changes to relief ratios including but not limited to any impact on other employees will be consulted over via the consultation committee and will only be implemented by agreement with the UFU.

2. Apart from when relief is being provided for employees not subject to the 10/14 roster, or as provided elsewhere in this agreement, the District Based Relievers will work on the 10/14 roster.

3. The parties agree to review the location of these positions on a case by case basis if required when a vacancy occurs. Any changes to locations of relievers will enact consultation requirements under clause 21 and only occur by agreement between the parties.

4. District based relievers will be provided agreed equipment in addition to that provided to other operational staff. The equipment will be agreed via consultation and includes a vehicle.

5. All Officer level district based relievers shall be provided a private office space at all work locations, the minimum parameters of which shall be agreed between the UFU and CFA.

6. The CFA will use all best endeavours to ensure that district based relievers relieve across 1 platoon.

7. Over each 88 week period, relievers shall only be rostered for a total of 430 hours on any weekly shift (e.g. Wednesday night shift or any other specific shift). If an employee works more than 430 hours over the 88 week period on any shift, they will be paid double time however this additional payment will not remedy a breach of this agreement.

Schedule 3 – OCCUPATIONAL HEALTH & SAFETY AGREEMENT

between

**UNITED FIREFIGHTERS UNION
(VICTORIAN BRANCH)**

and

COUNTRY FIRE AUTHORITY

INTRODUCTORY STATEMENT

The parties to this agreement, Country Fire Authority (CFA) and the United Firefighters Union (UFU) recognise the importance of establishing a consultative and co-operative environment for Occupational Health and Safety (OH&S) based on the following agreed principles:

1. CFA is committed to providing a healthy and safe workplace, working methods, plant, machinery, equipment and personal protective equipment. This is to be achieved through the integration of efficient and equitable OH&S and Rehabilitation programs which are consistent with and complement the legislative requirements of the Occupational Health & Safety Act 2004 and the Accident Compensation Act 1985. CFA, in conjunction with its employees, will strive to achieve the highest standards in the formulation and implementation of OH&S within the workplace having regard to those standards and codes of practice produced by ISO, SAA, NOH&SC, VWA and other Australian and internationally recognised health and safety authorities.
2. Fundamental to the success of the OH&S Program is a commitment to consultation between the parties. This consultation will be best achieved through the involvement of employees, their union, designated work group (DWG) and health and safety representatives (HSR) in discussions for the ongoing development of OH&S and Rehabilitation policies and procedures.
3. Nothing in this agreement shall operate contrary to the Occupational Health & Safety Act 2004 or Accident Compensation Act 1985 as amended from time to time. This agreement will be subject to review on a bi-annual basis and may be varied at any time by the agreement of the parties.

**OCCUPATIONAL HEALTH & SAFETY POLICY
AND PROCESSES AGREEMENT**

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1. OBJECTIVES

It is the policy of CFA to promote and maintain the health, safety and welfare of all employees. The objectives of this OH&S Agreement made between CFA and UFU are

- (a) to protect all employees against risk to health and safety at work;
- (b) to promote an occupational environment that is responsive to the health, safety and welfare needs of employees;
- (c) to apply the hierarchy of control for risk to health, safety and welfare, i.e. elimination, substitution, isolation, engineering and administrative control;
- (d) to develop, as appropriate, co-operative consultative mechanisms for the examination and resolution of OH&S and welfare issues.

2. AGREED RESPONSIBILITIES

2.1 EMPLOYER RESPONSIBILITIES

In implementing the OH&S agreement CFA will take all reasonable practicable steps to:

- 2.1.1 maintain and prominently display at the workplace, a schedule of designated work groups (DWGs) and the names and work locations of health and safety representatives (HSRs) and nominated employer representatives who will be responsible for dealing with OH&S issues.
- 2.1.2 organise regular annual hazard identification inspections, in conjunction with HSRs, and take remedial action as far as practicable utilising the hierarchy of control for any hazards detected. Environmental monitoring to be carried out where requested by an HSR and agreed. Where preventative or corrective action is required, which is outside the supervisor's control, promptly raise the issue with the responsible manager and actively monitor action(s) taken to attain resolution;
- 2.1.3 with HSRs, investigate and report on OH&S incidents in accordance with this agreement
- 2.1.4 with HSRs, investigate issues raised by employees that affect the workplace and systems of work;
- 2.1.5 ensure that risks to health and safety are controlled through the progressive application of the preferred hierarchy of control, i.e. elimination, substitution, isolation, engineering and administrative control, including the use of personal protective equipment;
- 2.1.6 ensure on duty HSRs are immediately made available to investigate accidents, hazardous situations and dangerous occurrences or immediate risk to the health and safety of any person and take remedial action as far as practicable to eliminate and/or control any hazardous and/or dangerous situation. Off duty HSRs are to be notified of serious accidents, hazardous situations and dangerous occurrences when they happen and non-serious incidents when the HSR commences duty. (Serious incidents as defined in S37 of the Occupational Health & Safety Act 2004. See schedule 3.)
- 2.1.7 consult with HSRs and the Union, in preparing OH&S procedures, guidelines and hazard policies.
- 2.1.8 inform employees of identified hazards which have a potential to cause injury or illness and to take all steps necessary to eliminate or reduce the risk of injury and illness to

employees;

- 2.1.9 provide and maintain protective equipment and clothing and replace on an 'as required' basis as agreed by the parties in accordance with clause 83 of the agreement. Protective equipment is at all times to be certified by the Standards Association of Australia and/or any other international standards organisations;
- 2.1.10 provide employees with appropriate information and training on safe work practices and the need and use for personal protective equipment and clothing to eliminate or reduce risk;
- 2.1.11 Enable HSRs to have access to information relevant to the OH&S representative's DWG, in accordance with the Occupational Health and Safety Act 2004, including:
 - (a) material data sheets prior to the introduction of new products and substances to be used in the workplace;
 - (b) notification and provision of any reports commissioned by management in respect of or relating to OH&S matters and any subsequent action proposed as a result of those reports;
 - (c) relevant information provided by manufacturers, suppliers and installers of plant and equipment
 - (d) aggregate injury/disease records;
 - (e) accident/injury reports; and
 - (f) legislation/regulations, standards, codes of practice such as issued by SAA, NOH&SC, VWA etc.
- 2.1.12 Ensure adequate consultation by:
 - (a) establishing a mechanism to enable and facilitate consultation with both HSRs and OH&S Committees;
 - (b) Consulting with individual HSRs on any OH&S issue affecting his or her DWG;
 - (c) Consulting with the OH&S Policy committee where identified OH&S issues affect more than one DWG;
 - (d) facilitating a minimum of two joint CFA/UFU meetings, seminars and briefings of all HSRs per year. Such meetings, seminars and briefings will be held in conjunction with the provisions of clause 4.2.3. of this OHS Agreement. The agenda for such meetings, seminars and or briefings shall be agreed by the parties, and held on days acceptable to CFA having regard to operational requirements. Off duty participants will be paid double time for the duration of the meeting, seminar and/or briefing. Travel to and from the venue will be paid at P Code allowance plus the Scheduled Award kilometre allowance where the participant uses his/her own vehicle.
 - (e) facilitating consultation, where required, with the OH&S Policy Committee on issues before various CFA committees.
- 2.1.13 Ensure that appropriate consultation takes place with UFU representatives on OH&S issues relating to matters including but not limited to protective clothing and equipment, vehicle design, station design and building.

- 2.1.14 Display a copy of this OHS Agreement at each workplace. Provide relevant information, training and supervision to enable employees to carry out their tasks without risk to their health and safety. Such information will be provided in a form that is accessible and easily understood by employees and in a range of appropriate languages.
- 2.1.15 Make provision for, and encourage within each workplace, the development of a positive attitude towards Health and Safety issues and the reporting of OH&S issues by all employees.
- 2.1.16 Monitor employees' health and safety at work and the conditions of the workplace that are under the employer's control.
- 2.1.17 Maintain appropriate information and records relating to employees' health and safety:
 - (a) without breaching employee confidentiality, in accordance with the Occupational Health and Safety Act 2004, provide OH&S Committees with relevant aggregate injury/illness and/or accident/incident/issues reports and data;
 - (b) without breaching employee confidentiality, in accordance with the Occupational Health and Safety Act 2004, provide HSRs with relevant aggregate injury/illness and/or accident/ incident /issues /reports and data applicable to their DWG.
- 2.1.18 At all workplaces covered by this agreement, the employer in addition to ensuring compliance with OH&S legislation (including Regulations and Codes of Practice made under that legislation), implement best management practice procedures in occupational health and safety including, utilising systems such as the Safety MAP.
- 2.1.19 Ensure that supervisors /managers work co-operatively with health and safety representatives, OH&S coordinators and OH&S Committee(s) in implementing this OHS Agreement and agreed policies and procedures.
- 2.1.20 Ensure that no action is taken against any employees:
 - (a) for reporting or making a complaint about a health, safety or welfare matters in accordance with the issue Resolution Flowchart (Schedule 1);
 - (b) providing information to assist an Investigation;
 - (c) following directions given by a health and safety representative or VWA inspector in accordance with the Issue Resolution flowchart (Schedule 1).
- 2.1.21 Ensure that correspondence relating to OH&S between management and Union or between management and employee OH&S representatives is given a written response within one week of receipt. Hazard Identification Notices (See Schedule 2) will provide a mechanism for this purpose. CFA's OH&S Department will maintain a register of all notices and correspondence received. Consultation will be maintained between management and OH&S Representatives consistent with section 3 of this agreement.
- 2.1.22 Implement the provisions of clauses 4.1.12, 4.1.13 and 4.1.14 of this OHS Agreement when HSRs and or OH&S Coordinators perform their functions and/or duties, attend training and Committee meetings.

2.2 UNION RESPONSIBILITIES

The UFU (Victorian Branch) will consult and cooperate with CFA to achieve the aims of this OHS Agreement by:

- 2.2.1 working with management to develop and maintain a safe and healthy workplace;
- 2.2.2 encouraging all employees to participate in the establishment of designated work groups at local levels;
- 2.2.3 encouraging all employees to nominate and seek election as health and safety representatives for each designated work group;
- 2.2.4 encouraging HSRs to participate on OH&S Committees;
- 2.2.5 encouraging all employees to follow this OHS Agreement and health and safety policies and procedures,
- 2.2.6 encouraging all employees to follow the issue Resolution Flowchart (Schedule 1) for resolution of OH&S issues; and
- 2.2.7 endeavouring to ensure that agreed OH&S policies and processes in this agreement are not confused with unrelated industrial issues. This clause is not to be interpreted as restricting in any way the rights and entitlements of employees as described in the Workplace Relations Act

2.3 EMPLOYEE RESPONSIBILITIES

Employees will cooperate with this OHS Agreement by:

- 2.3.1 following any policies/work procedures which have been dealt with through the process defined in 2.1.7 as a control measure to reduce the risks of occupational injury/illness;
- 2.3.2 reporting health and safety issues to the CFA and the HSR and taking all steps reasonably necessary to isolate a hazard;
- 2.3.3 using personal protective equipment supplied by the employer and certified by the Standards Association of Australia and/or any other international Standards Organisation;
- 2.3.4 not wilfully or recklessly interfering with or misusing anything provided in the interests of health, safety or welfare;
- 2.3.5 taking reasonable care of their own health and safety and not placing at risk the health and safety of others;
- 2.3.6 cooperating in the investigation of any incident or matter arising as required under the Occupational Health and Safety Act 2004;
- 2.3.7 cooperating with the employer with respect to any action taken to comply with any requirement imposed by or under the Occupational Health and Safety Act 2004;
- 2.3.8 abiding by the Issue Resolution Procedures under this OHS Agreement; and
- 2.3.9 participating in agreed Health and Safety programs.

3. ISSUE RESOLUTION PROCEDURE

(See Issue Resolution Flowchart attached as Schedule 1)

All parties will abide by the following:

- 3.1 As soon as possible after any OH&S issue has been reported, the employer representative and the relevant HSR must meet to resolve the issue.

- 3.2 The resolution of the issue must take into account those of the following factors that are relevant:
- (a) whether the hazard or risk can be isolated;
 - (b) the number and location of employees affected by it;
 - (c) where appropriate, temporary measures are possible or desirable;
 - (d) whether environmental monitoring is desirable;
 - (e) the time that may elapse before the hazard or risk is permanently corrected; and
 - (f) who is responsible for performing and overseeing the control and/or removal of the hazard or risk.
- 3.3 As soon as possible after the resolution of an issue, details of the remedy and/or action taken will be brought to the attention of affected employees in an appropriate manner.
- 3.4 Where the issue concerns work which involves a threat to the health and safety of any person and
- (a) the threat is immediate; and
 - (b) given the nature of the threat and the degree of risk, it is not appropriate to adopt the processes set out in clauses 3.1 and 3.3
 - (c) the employer and the health and safety representative for the designated work group, in relation to which the issue has arisen, may after consultation jointly direct or, if the consultation does not lead to agreement between them, either of them may direct that the work shall cease.
- 3.5 If the issue is not resolved within a reasonable time or if there has been a direction that work shall cease, any one of the parties, to attempt a resolution, may require a VWA inspector to attend at the workplace.
- 3.6 During any period where work has ceased, the employer may assign the affected employee(s) to suitable alternative work,
- 3.7 No action taken by an HSR in accordance with this agreement will be used for the purposes of discrimination, dismissal (or other disciplinary action) by the employer (see Section 76 of Occupational Health and Safety Act 2004).

4. STRUCTURAL ARRANGEMENTS

4.1 HEALTH AND SAFETY REPRESENTATIVES

The role and function of the HSR will include:

- 4.1.1 playing a constructive and responsible role with regard to workplace health and safety as detailed in Section 58 of the Occupational Health and Safety Act 2004;
- 4.1.2 representing members of the DWG in consultations concerning development, implementation and review of measures to ensure their health and safety;
- 4.1.3 attending OH&S Committee meetings in their Area.
- 4.1.4 inspecting any part of the DWG's workplace after giving reasonable notice to the employer. After giving such notice, time shall be allowed for HSRs to talk to employees

- in the course of inspecting the workplace;
- 4.1.5 immediately inspecting the workplace in the event of any accident, injury, hazardous situation, dangerous occurrence or immediate risks at the workplace. HSRs to be provided with a copy of the incident or hazard report relevant to their DWG;
 - 4.1.6 being present at any interview relating to an OH&S issue between an employee and the VWA inspector or management representative, with the consent of the employee. Any employee to be interviewed shall be informed of their right to have an HSR or in his/her absence a Union Representative present prior to the interview;
 - 4.1.7 seeking the assistance of any party or organisation whom the health and safety representative believes may be of assistance as per Section 58 of the Occupational Health and Safety Act. The employer shall not be liable for any costs, unless prior approval has been given. Such approval shall not be unreasonably withheld
 - 4.1.8 the issuing of Provisional Improvement Notices (PIN). Prior to issuing of the PIN the HSR must consult with the employer's representative for the relevant DWG. All reasonable attempts should occur between the HSR and management to rectify the issue prior to the issuing of any PIN,
 - 4.1.9 where appropriate, directing a cessation of work in accordance with the clause 3.4 of this agreement and section 74 of Occupational Health and Safety Act 2004;
 - 4.1.10 contacting other HSRs for the purpose of discussing health and safety issues;
 - 4.1.11 attending seminars/meetings with all other CFA HSRs for OH&S purposes (see clause 2.1.12(d)).
 - 4.1.12 being allowed paid time off work as agreed in consultation with the employer to perform their functions, and/or duties prescribed in Section 69(1)(d) of the Occupational Health and Safety Act 2004.
 - 4.1.13 undertaking such paid overtime as is considered necessary by the employer to perform their functions and/or duties;
 - 4.1.14 when clauses 4.1.12 and 4.1.13 operate the following shall apply.
 - when the employee is on duty arrangements will be made to facilitate his or her attendance at meetings without loss of pay.
 - when a meeting occurs while the employee is off duty, the employee will be paid for the time involved at overtime rates,
 - 4.1.15 being permitted to accompany a VWA Inspector during workplace inspections. This role may be delegated to another member of the DWG if the HSR is unable to attend;
 - 4.1.16 being entitled to receive all information as approved by the Inspector, with respect to his or her observations or actions that the Inspector proposes to take in relation to the workplace;
 - 4.1.17 consulting with CFA, OH&S representatives and external health and safety personnel retained by the CFA in the HSR's relevant DWG.
 - 4.1.18 nominating another person to carry out his or her role and function during periods of the elected HSR's absence, e.g, annual leave etc

4.2 TRAINING

The employer will provide HSRs with paid time off work to attend approved VWA OH&S training courses, during which time they will be deemed to be on duty.

- 4.2.1 The employer shall ensure an elected HSR attends an approved OH&S training course within three months of their election.
- 4.2.2 Where an HSR has obtained the agreement of the employer to attend an approved OH&S training course, accommodation and travel expenses will be paid by the Country Fire Authority. Motor vehicle allowance, meals, incidentals etc, will be reimbursed as provided for in the agreement/Award.
- 4.2.3 The employer will facilitate ongoing HSR information, training seminars at least twice per year, which address:
 - (a) Occupational Health and Safety Act 2004, associated Acts, relevant Regulations and Codes of Practice;
 - (b) this OH&S Agreement and
 - (c) OH&S policy and procedures. In particular, hazards associated with the industry and control measures applicable to each hazard. The use of OH&S systems.

4.3 FACILITIES

The employer will provide access to facilities and assistance to HSRs as necessary to perform their functions and duties (Section 69(e) of the Act), including:

- (a) office space;
- (b) facilities for filing such as lock-up filing cabinet and shelves;
- (c) a telephone;
- (d) typing, photocopying, facsimile and email facilities, including personal email box;
- (e) meeting rooms;

4.4 ELECTION OF HEALTH AND SAFETY REPRESENTATIVES

The following applies to the election of Health and Safety representatives:

- (a) members of a Designated Work Group may conduct elections within their work group (assistance can be sought from CFA and Union);
- (b) there is to be only one elected Health and Safety Representative per Designated Work Group;
- (c) elections will be held within 28 days of a representative's cessation of office;
- (d) cessation of office for an elected representative must be in accordance with the Occupational Health and Safety Act 2004, section 55;
- (e) all employees in a Designated Work Group are entitled to vote; and
- (f) where an HSR is a UFU member the elections shall take place every three years,

4.5 OCCUPATIONAL HEALTH AND SAFETY COMMITTEES

OH&S Committees pursuant to section 72 of the Occupational Health and Safety Act 2004 will

provide the forum for meaningful and informative discussions to occur between the employer, HSRs and employees concerning OH&S issues.

The functions of a health and safety committee will be:

- (a) to facilitate co-operation between the employer and employees in instigating, developing and carrying out measures designed to enhance the health and safety of employees at work
 - (b) to formulate, review and disseminate to the employees the standard rules and procedures relating to health and safety which are to be carried out or complied with at the workplace and include such other functions as are prescribed or agreed upon by the employer and the health and safety committee;
- 4.5.1 the OH&S Committees will operate on the basis of solving problems through consultation and by making recommendations.
- 4.5.2 on any OH&S Committee employee representatives shall make up at least 50% of the membership pursuant to section 72(2) Occupational Health and Safety Act 2004. Elected HSRs shall be a member of the committee. He/she may nominate a proxy, i.e. if they are unable to attend a meeting;
- 4.5.3 OH&S Committees shall meet at least once every three months and will facilitate cooperation between management and employees on occupational health and safety matters, including:
- (a) the effective implementation of this agreement;
 - (b) the examination and/or utilisation of injury prevention models;
 - (c) reviewing and analysing the cause of injury/Incidents;
 - (d) reviewing in accordance with the Occupational Health and Safety Act 2004, aggregated injury/illness/medical monitoring and/or accident/incident data and reports on preventative action taken;
 - (e) considering the results of all environmental monitoring carried out at the workplace; the causes for any concentration of hazardous or biological substances which exceeds recommended exposure levels (as defined by VWA, or a relevant government body) will be investigated and recommendations for their elimination considered;
 - (f) considering the results of all medical/biological monitoring (in aggregate) together with any recommendations;
 - (g) considering OH&S performance against any adopted Occupational Health and Safety Management system on a regular basis;
 - (h) recommending measures designed to protect the health and safety of employees;
 - (i) recommending health and safety training which meet identified OH&S needs within each area;
 - (j) making recommendations on the health and safety aspects of the introduction of new technology, changes to the workplace, plant, equipment, chemicals and systems of work;
 - (k) providing information to the OH&S Policy Committee on any issue that has the potential to affect more than one platoon;

- (l) making recommendations to the Chairperson that they call experts or consultants as the need arises and, if agreed by management, these services shall be paid for by the Country Fire Authority;
- (m) providing the committee with access to reports and information on health and safety matters, including those at station and department level

4.5.4 Terms of reference shall be established and determined by each OH&S Committee and will include:

- (a) committee composition;
- (b) meeting dates and duration;
- (c) election by the committee of a Chairperson and minute taker. Making arrangements to alternate those roles among the members of the Committee;
- (d) submitting agenda items;
- (e) methods of recording and distribution of Minutes;
- (f) processes for actioning issues raised;
- (g) distribution of minutes to OH&S Committee members and posted in the DWG.

4.6 HEALTH AND SAFETY POLICY COMMITTEE

4.6.1 The parties agree to utilise the CFA Health and Safety Policy committee as an advisory body established under section 72 of the Occupational Health and Safety Act 2004 responsible for formulating, disseminating, reviewing and recommending health and safety policy, standards and procedures to the CFA. The Policy Committee is to report regularly to the Director of Human Resources.

4.6.2 The Committee will consider matters raised by HSRs, CFA employees, management or Union representatives concerning the health and safety of employees within the CFA.

4.6.3 The Health and Safety Policy Committee composition will include:

- Two representatives nominated by the United Firefighters Union;
- The Union will be consulted regarding any proposed changes to the committee.

4.6.4 Specialist personnel may attend meetings, provide assistance and/or advise the Committee at the request of any member of the committee. Selection and appointment of such personnel will occur as required.

4.6.5 Where specialist expertise and assistance is necessary in respect to a particular OH&S issue, the OH&S Committee may, where necessary, with the approval of the employer, seek the engagement of a consultant for that purpose.

4.6.6 Consultants will work in accordance with Terms of Reference agreed to by the committee.

4.6.7 Consultants engaged in accordance with 4.6.5 above will be required to submit a written report detailing their findings which will be circulated to appropriate HSRs and/or tabled at the OH&S Committee meetings.

5. AGREED PRINCIPLES FOR CONTROL OF WORKING ENVIRONMENT

5.1 The CFA will, through an ongoing process, compile and keep up-to-date information of all known sources of health and safety hazards in the workplace, e.g. sources of noise, radiation, asbestos, chemicals etc. Information will be available for regular review by Health and Safety Committees. Each Health and Safety Representative will have the right to access information including but not limited to:

- location and type of source of hazard;
- environmental monitoring records;
- agreed safe working procedures;
- health and safety effects of the hazard:
- standards, legislation/regulations, Codes of Practice etc applying to the hazard;
- recommendations, directions etc. issued with respect to a hazard source, and agreed program for control of the hazard.

The information shall be available in such languages as appropriate, in accordance with Section 22(1)(c) of the Occupational Health and Safety Act 2004.

The CFA will progressively compile and keep up-to-date a Chemical Register of all dangerous and hazardous materials used by its workforce, which will be available for regular review by the Policy Committee. Each Health and Safety Representative will have access to a copy of the complete Chemical Register relevant to their DWG.

5.2 No new chemical, plant, equipment or systems of work which may involve actual or potential hazards to CFA personnel shall be introduced until all available known data concerning its likely health effects have been evaluated by the parties to this agreement. In the case of chemicals, full data on chemical identity and toxicity will be supplied.

5.3 Subject to Section 35(1)(f)(ii) of the Occupational Health and Safety Act 2004, all new equipment purchased by the CFA must have reference to standards (developed by the manufacturer, industry, or by such bodies as the ISO, SAA, NOH&SC, VWA) designated to minimise the potential adverse health and safety effects. No new equipment shall be introduced until all known data concerning health and safety effects has been evaluated.

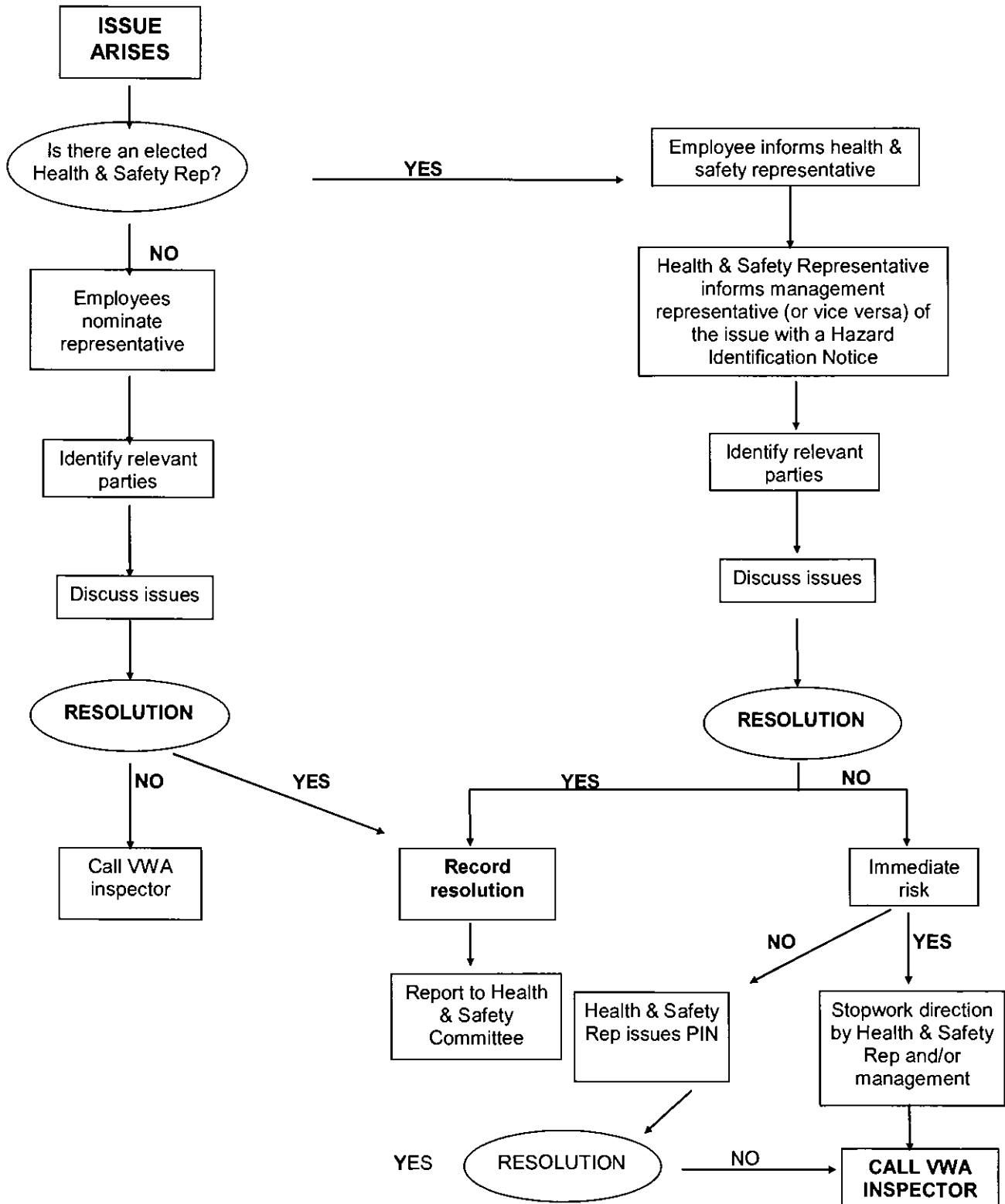
5.4 Environmental monitoring will be conducted where agreed. The monitoring methods used for controlling the use of harmful chemicals, physical agents or any type of radiation will be those approved by relevant recognised authorities.

Results of all environmental monitoring will be provided to the Policy Committee, relevant Health and Safety Representatives and the UFU OH&S Co-ordinator,

5.5 Programs of medical monitoring, where agreed, will be kept under review by the Policy Committee. Any individual will have access to his or her own medical records. The results of any individual's medical tests will be supplied to the individual with a written statement explaining the purpose of the test and meaning of results if desired by that individual.

Trends in statistical form revealed by the medical monitoring will be reported at the Health and Safety Policy Committee with appropriate recommendations.

SCHEDULE 1: ISSUE RESOLUTION FLOWCHART



SCHEDULE 2: HAZARD IDENTIFICATION NOTICE

Risk Register

| | |
|-------|---------|
| To: | Date: |
| From: | Copies: |

I, the Health and Safety Representative named above, believe that the following hazard poses a risk to the health and safety of CFA employees and/or CFA contractors:

The measures I recommend to control this hazard are:

Action taken to date:

Priority:

Rectify within: - 24 Hrs: 72 Hrs: One week: One month:

Under the terms of Section 2.1.21 of the CFA/UFU Health & Safety Agreement I require you to respond in writing detailing the actions you have taken to eliminate or control the hazard identified in this Notice. The response must include:

- Interim controls put in place;
- Long term controls and estimated time frame to implement;
- The Department responsible for the control of this hazard;
- Details of the steps taken to resolve this issue are to be placed onto the agenda of the next Area Health & Safety Committee.

Please sign in the space provided to acknowledge receipt of this notice and return to HSR.

Action taken by Operations Officer or relevant management Rep:

Signature of HSR

Signature of Management Representative

Date Received: / /

Date replied: / /

Copies: Original – Sign & return to HSR within 7 days Management Rep.
OH&S Department OH&S Reps. Health & Safety Committee

SCHEDULE 3: SECTION 37 – OH&S ACT 2004

37. Incidents to which this Part applies

- (1) This Part applies to an incident that results in—
- (a) the death of a person; or
 - (b) a person requiring medical treatment within 48 hours of exposure to a substance; or
 - (c) a person requiring immediate treatment as an inpatient in a hospital; or
 - (d) a person requiring immediate medical treatment for—
 - (i) the amputation of any part of his or her body; or
 - (ii) a serious head injury; or
 - (iii) a serious eye injury; or
 - (iv) the separation of his or her skin from an underlying tissue (such as de-gloving or scalping); or
 - (v) electric shock; or
 - (vi) a spinal injury; or
 - (vii) the loss of a bodily function; or
 - (viii) serious lacerations; or
 - (e) any other injury to a person or other consequence prescribed by the regulations.
- (2) This Part also applies to an incident that exposes a person in the immediate vicinity to an immediate risk to the person's health or safety through—
- (a) the collapse, overturning, failure or malfunction of, or damage to, any plant that the regulations prescribe must not be used unless the plant is licensed or registered; or
 - (b) the collapse or failure of an excavation or of any shoring supporting an excavation; or
 - (c) the collapse or partial collapse of all or part of a building or structure; or
 - (d) an implosion, explosion or fire; or
 - (e) the escape, spillage or leakage of any substance including dangerous goods (within the meaning of the **Dangerous Goods Act 1985**); or
 - (f) the fall or release from a height of any plant, substance or object; or
 - (g) in relation to a mine—
 - (i) the overturning or collapse of any plant; or
 - (ii) the inrush of water, mud or gas; or
 - (iii) the interruption of the main system of ventilation; or
 - (h) any other event or circumstance prescribed by the regulations.
- (3) Despite sub-sections (1) and (2), this Part does not apply to an incident of a kind excluded by the regulations.

- (4) In this section—

"medical treatment" means treatment by a registered medical practitioner within the meaning of the **Medical Practice Act 1994**;

"mine" means—

- (a) a workplace at which work is being done under a mining licence granted under the **Mineral Resources Development Act 1990**;

or

- (b) a workplace at which exploration (within the meaning of that Act) in the form of—
 - (i) underground work of any kind; or
 - (ii) drilling from the surface for coal bed methane— is being done under an exploration licence granted under that Act; or

- (c) in relation to a tourist mine (within the meaning of that Act), those parts of the mine that are underground and all infrastructure and plant associated with the underground workings of the mine.

| |
|--|
| <p>SCHEDULE 4 – ALLOWANCES, PERSONAL EXPENSES AND ACCOMMODATION</p> |
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Clause 92.2 of the agreement applies to the rates set out below and any other allowance not included in schedule 4. Not all allowance rates are described in schedule 4:

ALLOWANCES FOR EMPLOYEES COVERED BY PART A OF THE AGREEMENT

| Allowance | Rate |
|---|---|
| 69.2 Fitness Leader Allowance | \$24.04 per week |
| 88.11.2 Temporary Work Location Allowance | \$4.16 per day shift \$5.40 per night shift |
| 88.13 Permanent relocation allowance rate | \$1461.32 for each instance as described in the clause |
| 92.6 Meal Allowance | \$17.83 |
| 92.7 Spoilt Meal Allowance | \$17.83 |
| Motor Vehicle / Kilometre Allowance | \$1.31 per km travelled |
| 92.12 Relieving Allowance | \$30.52 per shift |
| Availability Allowance | 5.5% of salary |
| <i>Qualification Allowances</i> | |
| Commander Qualifications Allowance | 5 relativity points of QFF rate |
| After Hours Disturbance | A minimum of one hours' pay at ordinary rates for each discrete contact (anything in excess of one hour shall be paid at double time) |

| | |
|--|---|
| Allowance | |
| Difficult to fill location allowance | 10% superable allowance per annum or part thereof |
| First Aid Allowance | \$19.72 per week |
| Language Allowance | \$1215.58 per year |
| Qualifications Allowances | |
| IFE Graduate Certificate or a Certificate of Fire Technology | \$16.48 per week |
| IFE Graduate Certificate and Certificate of Fire Technology | \$25.12 per week |
| IFE Membership and Graduate Certificate | \$31.07 per week |
| Certificate IV in Workplace Training and Assessment | \$16.48 per week |
| General PART A allowances continued | |
| Reliever Work Allowance | \$50 per week |

ALLOWANCES FOR EMPLOYEES COVERED BY PART B AND PART C OF THE AGREEMENT

| Allowance | Rate |
|--|---|
| EMR Allowance | \$2.30/hour or \$0.95/hour all purpose |
| Road Accident Rescue (RAR) Allowance | \$11.90 per week |
| Higher Duties Allowance | 10% of substantive salary for that period |
| Heavy Rescue Allowance | \$24.04 per week |
| Fire Investigation Allowance | \$24.04 per week |
| CBR Allowance | 2% of salary shall be paid to all employees |
| Hydrostatic Testing of Breathing Apparatus Allowance | \$7.57 per shift |
| USAR operator | \$24.04 per week |
| Trench Rescue Allowance | \$24.04 per week |

| | |
|--|-------------------|
| CBR Allowance | \$24.04 per week |
| HART Allowance | \$24.04 per week |
| Watchroom Duties Allowance | \$9.59 per shift |
| Driving Educator Allowance | \$16.69 per week |
| JFAIP allowance | \$24.04 per week |
| <i>Instructors Allowances</i> | |
| Facility Allowance | \$30.52 per shift |
| Qualification Allowance | \$25.39 per week |
| State Wide Training Allowance | \$30.52 per shift |
| Relieving Allowance | \$30.52 per shift |
| Regional Command and Control Qualification Allowance | 5% of OM 4 |
| OM (Regional Commander) Allowance | 15% of OM 4 |

ALLOWANCES FOR EMPLOYEES COVERED BY PART D OF THE AGREEMENT

| Allowance | Rate |
|-------------------------|--|
| Higher Duties Allowance | 15.5% of salary inclusive of 5.5% availability allowance |
| On call payments | Half the normal weekly rate per week |

ALLOWANCES FOR EMPLOYEES COVERED BY PART F OF THE AGREEMENT

| Allowance | Rate |
|--|--|
| PAD Supervisor Acting into a higher position | 15% of salary or the salary of the higher position (whichever is higher) |
| BA Training Allowance | 15% of salary for all time worked |
| PAD Safety Function Allowance | 15% of salary for all time worked |

ALLOWANCES FOR EMPLOYEES COVERED BY PART G OF THE AGREEMENT

| Allowance | Rate |
|-------------------------------|--|
| Special Administrative Duties | 10% of salary for the duration of the duty |

| | |
|---------------------------------------|---------|
| Allowance | |
| Higher Duties | 10% |
| Delayed or interrupted meal allowance | \$17.83 |

PERSONAL EXPENSES AND ACCOMMODATION AGREEMENT 2015

COUNTRY FIRE AUTHORITY
and
UNITED FIREFIGHTERS' UNION
OF AUSTRALIA
(VICTORIAN BRANCH)

PERSONAL EXPENSES
AND
ACCOMMODATION
AGREEMENT
2015

1. ARRANGEMENT

Clause
No

- | | |
|----|---------------------------------|
| 1 | Arrangement |
| 2 | General Principals |
| 3 | Definitions |
| 4 | Meals and Incidental Expenses |
| 5 | Overnight Absences |
| 6 | Part Day Absence |
| 7 | Accommodation |
| 8 | Advance Allowances |
| 9 | Miscellaneous Provisions |
| 10 | Claiming and Payment Procedures |
| 11 | Review of Expenses |
| | Schedule of Payments |

2. GENERAL PRINCIPLES

- 2.1 This agreement sets out the procedures relating to accommodation and personal expenses and for employees covered under the terms of the award and the Country Fire Authority/United Firefighters Union of Australia Operational Staff

Enterprise Agreement 2015, when required to work away from their normal work location as authorised by the Country Fire Authority.

- 2.2 The Authority will reimburse an employee for actual and reasonable out of pocket expenses incurred by the employee in the course of his or her authorised Duties.
- 2.3 An expense will be deemed necessary if it was incurred in the course of an employee's authorised duties and would not have been incurred in the ordinary circumstances of travel to and from the employee's home and normal duty location.
- 2.4 Wherever practical, employees are required to obtain approval before incurring travel, personal and out of pocket expenses.
- 2.5 The Authorised Officer must ensure all expenses were required and reasonable in the circumstances.
- 2.6 Employees are responsible for providing satisfactory receipts for amounts actually expended in excess of the standard allowances for reimbursement.
- 2.7 Reimbursement of expenses and allowances paid in accordance with the Australian Taxation Office "Reasonable Allowance" amounts are not subject to Pay As You Go (PAYG) withholding tax and are not required to be disclosed on annual Payment Summaries (formerly known as Group Certificates).
- 2.8 Nothing in the agreement in this Schedule will entitle an employee to claim an expense under this agreement as well as receive a benefit under the terms of the award or the agreement, e.g. where an employee is entitled to the benefit of clause 10.4.1 (a)(i) or 10.4.1 (b)(i) of Part 2 of the award, he or she shall not also be entitled to the incidental expenses herein.
- 2.9 Where the Authority provides meals and/or accommodation the provisions of the agreement in this Schedule will not apply.
- 2.10 Meals and accommodation provided by the Authority will be of a reasonable standard (see clause 7.1 - Accommodation), however it is accepted that where operational incidents occur, it may not be reasonable or practical to provide accommodation and/or meals of the usual standard until established systems are in place or until Incident Management Teams are established.

3. DEFINITIONS

For the purpose of this agreement in this Schedule the following are defined:

Authorised Officer is a person with the authority to approve expense payments in accordance with this agreement.

Authority is the Country Fire Authority.

CBD is the Melbourne Central Business District as defined in "Melway" Map 1A and 1B.

Part Day Absences are defined as absences not involving sleeping away from home.

Receipts referred to in the agreement in this Schedule comprise original documentation being either an original Tax Invoices or other original receipts.

Standard Allowance is based on the Australian Taxation Office Rulings for reasonable daily travel allowance amounts where the employee is required to sleep away from home and is payable with no requirement to obtain or submit receipts.

Usual Base is the normal Authority work location of an employee.

4. MEALS AND INCIDENTAL EXPENSES

- 4.1 Standard Allowances for overnight absences are specified in the Schedule of Payments referred to herein.
- 4.2 Part Day Allowances are also specified in the Schedule of Payments referred to herein.
- 4.3 Receipts must be provided when claiming an amount in excess of the relevant allowance specified in the Schedule of Payments referred to herein.
- 4.4 Where the actual cost reasonably incurred by the employee is necessarily greater than the relevant Standard Allowance, the difference between the Standard Allowance paid and the expense incurred by the employee will be reimbursed where the original receipt/s are provided.
- 4.5 A Standard Allowance to cover incidental expenses may be claimable in conjunction with an overnight stay.
- 4.6 Where an employee has an entitlement under clause 12.4 of the award, the appropriate meal allowance/s as set out herein shall apply.

5. OVERNIGHT ABSENCES

| Overnight Absence - Sleeping Away from Home: | | | | |
|--|---------------|-------------|-------|--------|
| 5.1 First day of an overnight absence:* + | All Employees | Entitlement | | |
| | | Breakfast | Lunch | Dinner |
| Commences travel from residence at or before | 07.00 | X | X | X |
| Commences travel from residence at or before | 12.00 | | X | X |
| Commences travel from residence at or before | 17.00 | | | X |

| 5.2 Intermediate Day(s) of an Overnight Absence: * + | All Employees | Entitlement | | |
|--|---------------|-------------|-------|--------|
| | | Breakfast | Lunch | Dinner |
| Absent from the usual base all day. | | X | X | X |

| 5.3 Last Day of an Overnight Absence * + | All Employees | Entitlement | | |
|--|---------------|-------------|-------|--------|
| | | Breakfast | Lunch | Dinner |
| Returns to residence at or after: | 09.30. | X | | |
| Returns to residence at or after: | 14.00 | X | X | |
| Returns to residence at or after: | 19.00 | X | X | X |

5.4 Notes

- *Incidental expenses are claimable for each night an employee is required to sleep away from home (an overnight absence).*

Where a shift worker's last day of an overnight absence is a night shift, these provisions will apply where he or she elects to sleep before returning home.

6. PART DAY ABSENCES

6.1 Where an employee is directed to work away from his or her usual work location, which does not necessitate sleeping away from home, and incurs an expense for each meal claimed will, in the circumstances set out below, be entitled to receive one (1) or more Part Day Absence Meal Allowances, shown in the Schedule of Payments referred to herein.

6.2 Part Day Absence Meals

| All Employees | Entitlement |
|--|-----------------------------|
| Commences travel from residence at or before: And is unable to return before: | 07.00 09.30 Breakfast |

| | | |
|---|----------------|--------|
| Leaves residence at or before: And is unable to return before: | 12.00 14.00 | Lunch |
| Leaves residence at or before: And is unable to return before: | 17.00 19.00 | Dinner |

7. ACCOMMODATION

- 7.1 It is expected that Authority employees will stay at well appointed establishments that provide a reasonable standard of accommodation that would generally have facilities such as heating and cooling, a clock, television set, radio, tea and coffee making facilities, shower, refrigerator and an environment consistent with the employee having reasonable and adequate rest.
- 7.2 Where accommodation is not directly billed to, or borne by the Authority, the rates for the Standard Allowance are specified in the Schedule of Payments attached to this agreement.
- 7.3 Accommodation shall be provided for employees working the 10/14 Roster for the complete tour of duty including when they are off duty. In such circumstances the tour of duty ends when the employee commences travel to his or her place of residence.
- 7.4 Employees working the 10/14 Roster where the travel is more than 100 Kms from his or her normal work location may elect to have accommodation for the night prior to commencing duty and/or after completion of duty.
- 7.5 Where the actual cost reasonably incurred by the employee is necessarily greater than the relevant Standard Allowance, the difference between the Standard Allowance paid and the expense incurred by the employee will be reimbursed where the original receipt/s are provided.

8. ADVANCE ALLOWANCES

- 8.1 Where an employee is required to sleep overnight away from home, he or she may opt to receive the Standard Allowance in advance prior to travel.
- 8.2 Claims that are reasonable and necessary and in excess of the advance may be submitted upon return, provided receipts are lodged with the claim. If an employee returns prior to the original anticipated date and time, any advance received in respect of that period must be adjusted and repaid to the Authority.

9. MISCELLANEOUS PROVISIONS

- 9.1 Where a period of absence on official business is extended to pursue private interests (e.g. annual leave, public holidays, weekends) all costs relating to the private interest must be kept strictly separate and are the responsibility of the employee.
- 9.2 The usual or established travelling and accommodation arrangements may be altered to suit the private interest provided:

- the proposed arrangements are cost effective;
- any costs of a private or recreational nature can be clearly segregated from business related costs;
- the arrangements do not give rise to a conflict of interest situation whether real, potential or perceived; and
- the arrangements have the prior approval of the Authorised Officer.

10. CLAIMING AND PAYMENT PROCEDURES

- 10.1 All claims for personal expenses, including Part Day and Standard Allowances must be submitted the appropriate Authorised officer as appropriate on a completed Expenses Claim Form.
- 10.2 All receipts and other substantiating documentation must be original. Photocopies and invoice facsimiles are not acceptable.
- 10.3 Receipts are not required where the Standard Allowance is claimed.

11. REVIEW OF EXPENSE RATES

- 11.1 Expense rates listed in the Schedule of Payments will be reviewed and updated no less than annually by the parties having regard to such indicators as:
- rates of reasonable accommodation and personal expense allowances issued by the Australian Taxation Office;
 - significant increases in recognised commercial accommodation costs; and
 - movements in the Consumer Price Index (CPI).

SCHEDULE OF PAYMENTS

Accommodation, Meal and Incidental Payments

For employees whose salary is \$115,450 or below per year

Overnight Absence:

| Expense | Melbourne CBD and Metropolitan Area | Bright, Castlemaine, Wonthaggi, Colac | All Other Victorian Locations |
|----------------|--|--|--------------------------------------|
| | Standard Allowance | Standard Allowance | Standard Allowance |
| Breakfast | \$25.90 | \$25.90 | \$23.20 |
| Lunch | \$29.15 | \$29.15 | \$26.50 |
| Dinner | \$49.65 | \$49.65 | \$45.70 |
| Incidentals | \$18.75 | \$18.75 | \$18.75 |

Part Day Absence:

| Expense | Melbourne CBD and Metropolitan Area | Bright, Castlemaine, Wonthaggi | All Other Victorian Locations |
|----------------|--|---------------------------------------|--------------------------------------|
| Breakfast | \$25.90 | \$25.90 | \$23.20 |
| Lunch | \$29.15 | \$29.15 | \$26.50 |
| Dinner | \$49.65 | \$49.65 | \$45.70 |

Accommodation:

| Location | Standard Allowance |
|--|---------------------------|
| Melbourne CBD and Metropolitan Area | \$173.00 |
| Bright | \$152.00 |
| Castlemaine | \$140.00 |
| Wonthaggi | \$138.00 |
| Colac | \$138.00 |
| Ararat, Bairnsdale, Ballarat, Benalla, Bendigo, Echuca, Geelong, Hamilton, Horsham, Mildura, Portland, Sale, Seymour, Shepparton, Swan Hill, Wangaratta, Warrnambool | \$132.00 |
| Other Victorian Country Centres | \$110.00 |

For employees whose salary is from \$115, 451 per year to \$205,300 per year

Overnight Absence:

| Expense | Melbourne CBD and Metropolitan Area | Bright, Castlemaine, Wonthaggi, Colac | All Other Victorian Locations |
|----------------|--|--|--------------------------------------|
| | Standard Allowance | Standard Allowance | Standard Allowance |
| Breakfast | \$28.20 | \$28.20 | \$25.90 |
| Lunch | \$39.90 | \$39.90 | \$26.50 |
| Dinner | \$55.90 | \$55.90 | \$51.60 |
| Incidentals | \$26.80 | \$26.80 | \$26.80 |

Part Day Absence:

| Expense | Melbourne CBD and Metropolitan Area | Bright, Castlemaine, Wonthaggi | All Other Victorian Locations |
|----------------|--|---------------------------------------|--------------------------------------|
| Breakfast | \$28.20 | \$28.20 | \$25.90 |
| Lunch | \$39.90 | \$39.90 | \$26.50 |
| Dinner | \$55.90 | \$55.90 | \$51.60 |

Accommodation:

| Location | Standard Allowance |
|--|---------------------------|
| Melbourne CBD and Metropolitan Area | \$228.00 |
| Bright | \$152.00 |
| Castlemaine | \$140.00 |
| Wonthaggi | \$138.00 |
| Colac | \$138.00 |
| Ararat, Bairnsdale, Ballarat, Benalla, Bendigo, Echuca, Geelong, Hamilton, Horsham, Mildura, Portland, Sale, Seymour, Shepparton, Swan Hill, Wangaratta, Warrnambool | \$132.00 |
| Other Victorian Country Centres | \$127.00 |

For employees whose salary is \$205,301 and above per year

Overnight Absence:

| Expense | Melbourne CBD and Metropolitan Area | Bright, Castlemaine, Wonthaggi, Colac | All Other Victorian Locations |
|----------------|--|--|--------------------------------------|
| | Standard Allowance | Standard Allowance | Standard Allowance |
| Breakfast | \$33.25 | \$33.25 | \$33.25 |
| Lunch | \$47.00 | \$47.00 | \$47.00 |
| Dinner | \$65.95 | \$65.95 | \$65.95 |
| Incidentals | \$26.80 | \$26.80 | \$26.80 |

Part Day Absence:

| Expense | Melbourne CBD and Metropolitan Area | Bright, Castlemaine, Wonthaggi | All Other Victorian Locations |
|----------------|--|---------------------------------------|--------------------------------------|
| Breakfast | \$33.25 | \$33.25 | \$33.25 |
| Lunch | \$47.00 | \$47.00 | \$47.00 |
| Dinner | \$65.95 | \$65.95 | \$65.95 |

Accommodation:

| Location | Standard Allowance |
|--|---------------------------|
| Melbourne CBD and Metropolitan Area | \$265.00 |
| Bright | \$195.00 |
| Castlemaine | \$195.00 |
| Wonthaggi | \$195.00 |
| Colac | \$195.00 |
| Ararat, Bairnsdale, Ballarat, Benalla, Bendigo, Echuca, Geelong, Hamilton, Horsham, Mildura, Portland, Sale, Seymour, Shepparton, Swan Hill, Wangaratta, Warrnambool | \$195.00 |
| Other Victorian Country Centres | \$195.00 |

SCHEDULE 5 – TRAINING FRAMEWORK

In accordance with clause 11.28:

OM modules are as follows: BSBFIM701A Manage Financial Resources, BSBPMG606A Direct Human Resources Management of a Project Program, BSBINM601A Manage Knowledge and Information, BSBIMM801A Lead Innovative Thinking and Practice, BSBMGT608C Manage Innovation and Continuous Improvement and CHCORG605B Manage Human Resources in a Community Sector Organisation.

In accordance with clause 11.29:

FSCC modules are the Senior Station Officer units in table 2 of Schedule 5 with the inclusion of the Senior Station Officer Level CFA specific requirements from tables 3 and 4 and PUAECO009A, PUAECO010A, PUACOM003B, BSBCON401A, BSBOHS405B and PUAECO011A, delivered under CFA delivery methodology and course structure agreed between the parties.

CFA

EMERGENCY RESPONSE

TRAINING FRAMEWORK

July, 2010

Contents

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1. Introduction

The purpose of this Emergency Response Training Framework report is to document the CFA's transition into an operational training system that delivers the requirements of relevant fire industry competency standards in the Public Safety Training Package (PSTP).

This report is the culmination of extensive background work undertaken to align the existing CFA Training Framework to PSTP competency standards. Key stages involved in developing the new Framework included:

- An initial alignment process undertaken by expert training and subject matter expert staff within the CFA
- Consultation with relevant industry peak bodies,
- Validation of the draft alignment process by an independent external consultant

Key outcomes of the alignment project have included:

- a transition from the National Fire Industry Modular Training Framework (AFC's) to the PSTP
- an agreed Emergency Response Training Framework that reflects recognised industry standards
- comprehensive detail around competency requirements expected at each rank level within the CFA, together with training pathways required for career progression
- the provision of qualification pathways that assist CFA operational staff to achieve qualifications deliverable within the PSTP

With the exception of the workplace training and assessment competency standards, the proposed new framework requires some changes to existing training programs delivered within the CFA. The transition process will not require any changes to existing course structures, however there are likely to be some changes required to delivery and assessment strategies currently used in promotional courses.

CFA specific components required in the delivery of each competency standard have also been identified in this process and documented in the Framework.

2. The Emergency Response Training Framework

This Emergency Response Training Framework is based on the Public Safety Training Package (PSTP), Fire sector qualifications. The transition from the previous Framework is represented in the following table.

| AQF | National Modular Training Framework | PSTP Fire Sector Qualifications |
|------------------|---|---|
| Certificate II | 2204AAA Certificate II in Firefighting Operations (Public Administration) | PUA20601 Certificate II in Public Safety (Firefighting and Emergency Operations) |
| Certificate III | 2304AAA Certificate III in Firefighting Operations (Public Administration) | PUA30601 Certificate III in Public Safety (Firefighting and Emergency Operations) |
| Certificate IV | 2404AAA Certificate VI in Firefighting Operations (Public Administration) | PUA40301 Certificate IV in Public Safety (Firefighting Supervision) |
| Diploma | 2504AAA Diploma of Firefighting Management (Public Administration) | PUA50501 Diploma of Public Safety (Firefighting Management) |
| Advanced Diploma | 2604AAA Advanced Diploma of Firefighting Management (Public Administration) | PUA60501 Advanced Diploma of Public Safety (Firefighting Management) |

The developmental phases involved in arriving at the Framework have included:

- Development of a draft alignment between the existing modular training framework and the PSTP fire sector qualifications
- Identification of gaps between the Australian Fire Competencies and the PSTP fire sector qualifications
- Development of a draft proposed alignments between the existing AFC and the PSTP fire Sector qualifications for promotional programs
- Development of a proposed training framework for the PSTP fire sector qualifications with the CFA promotional programs

- Identification of CFA specific training requirements in the proposed training framework
- Establishment of a deeming process and a strategy for implementation of this process

Delivering the PSTP competencies

In adopting the Emergency Response Training Framework it is critical that the CFA deliver this training in a manner that adheres to the requirements set out in the PSTP, especially the Package 'Assessment Guidelines' and the Evidence Guide in each competency standard.

Contextualisation of Units of Competency

The CFA may contextualise units of competency to reflect organisational specific outcomes required. Contextualisation can involve additions or amendments to the unit of competency to suit particular delivery methods, learner profiles, specific organisational equipment requirements, or to otherwise meet specific needs. However, the integrity of the overall intended outcome of the unit of competency must be maintained.

Any contextualisation of units of competency in the PSTP must be within the bounds of the following advice. In contextualising units of competency, the CFA:

- must not remove or add to the number and content of elements and performance criteria;
- may add specific industry terminology to performance criteria where this does not distort or narrow the competency outcomes;
- may make amendments and additions to the range statement as long as such changes do not diminish the breadth of application of the competency and reduce its portability, and/or;
- may add detail to the evidence guide in areas such as the critical aspects of evidence or resources and infrastructure required where these expand the breadth of the competency but do not limit its use.

Implementing the Framework

The proposed Framework should be approached as a dynamic rather than static set of training programs that can be altered to meet emerging needs of the organisation. Any

such alteration¹, however, must be established in a consultative process between the CFA and UFU.

The proposed framework is set out in Tables 1, 2 and 3 (see Appendix) of this document and identifies the requirements at each promotional level:

- Table 1 indicates all Unit requirements to achieve qualified firefighter status
- Table 2 indicates the rank at which Units are completed. Units may however be commenced at ranks prior to this rank
- Table 3 indicates additional CFA requirements at each level.

It is recommended that this Emergency Response Training Framework is implemented and complied with from the date in which it is endorsed by the CFA and UFU. Where organisational resources do not allow for the implementation of the Framework in line with this Report and Registered Training Organisation (RTO) requirements, the matter should be referred to a joint UFU / CFA consultative group so alternative arrangements can be established.

In determining the PSTP components required by the CFA, this process has also identified those Units that encompass CFA specific content. These are set out in Table 4 (see Appendix). These Units may be acquired externally and the CFA, as an RTO, is required to recognise any such credentials. However, where CFA specific knowledge and skills are required, individuals may be required to undertake further training and assessment to meet organisational specific requirements.

¹ Note: alteration refers to the alteration of the framework, guidelines, delivery methodology and resources developed to support the implementation of the framework.

3. The Deeming and Skills Recognition Process

It is important that training and assessment previously delivered to CFA career employees is recognised as this allows training to be targeted in the appropriate areas to avoid duplication of training already provided. Credit transfer has been undertaken through the Deeming or Skills Recognition Process (SRP) where evidence was gathered and assessed by appropriately qualified and experienced personnel in an auditable manner.

The SRP has been used to recognise previous training and assessment that aligns to current units. The outcomes of this process provide a sound basis from which future training can be built. The outcomes of this process were achieved through extensive research and consultation.

The SRP process ensures that personnel are appropriately recognised for previous training, assessment, successful participation in promotional programs, and regular practical workplace application of these skills has taken place over an extensive period of time.

CFA operational career personnel who have either undertaken training or assessments under this framework or previous arrangements will be treated equally and not disadvantaged. The implementation of this framework relies on a joint agreement on the recognition of all past, present and future promotional programs being recognised as holding equal weighting at the competency level.

CFA operational career personnel seeking recognition for any additional units must apply for individual recognition using the Recognition of Prior Learning (RPL) process.

4. Delivery Methodology

Principles

The CFA and UFU agree that the delivery of groups of units is in many instances the most effective method of holistic training delivery and assessment. The grouping of units will allow training to become more meaningful and reflective of workplace requirements. This approach not only ensures the most efficient use of organisational resources but also improves the quality of practical training outcomes.

This approach will also ensure that units are grouped in areas where there are overlaps or where real workplace application involves the combined use of knowledge and skills from the given units. Therefore, training provided would more accurately reflect the competencies on which module specifications are based. As a result the transfer of learning into the workplace is greatly enhanced with individuals better equipped to apply training to all workplace situations.

The CFA and UFU agree that an essential feature for improving the training effectiveness in CFA is that skills be acquired at a point where the individual has the opportunity to apply them on the job. Individuals should not be encouraged to acquire skills they will be unable to use for several years. In The CFA and UFU agree that an essential feature for improving the training effectiveness in CFA is that skills be acquired at a point where the individual has the opportunity to apply them on the job. Individuals should not be encouraged to acquire skills they will be unable to use for several years. In such situations, lack of opportunity to apply skills on a regular basis may, over time, result in the inability to practically apply those skills.

In the delivery of all promotional and specialist courses, training should be delivered and assessed by appropriately qualified Training and Education staff at the Training Complex and other venues that provide necessary equipment and resources.

Finally, skills should be acquired at a point where the individual then has the opportunity to apply them on the job. Individuals should not be encouraged to acquire skills they will be unable to use for up to several years. In such situations, lack of opportunity to apply skills on a regular basis may, over time, result in the inability to practically apply those skills.

Promotional Programs

The strategies for delivering promotional training are specified in the agreed document titled "Management Guidelines for Leading firefighter and Fire Officer development and assessment programs", both parties acknowledge and agree to use this document.

This document remains in force as a non endorsed method to deliver the new framework until an agreed direct delivery and assessment strategy is developed.

Recruits

A full time training program to be undertaken at Fiskville or other suitable venue as agreed by CFA and UFU.

Continuation Training

A flexible delivery approach encompassing a mixture of block release and self paced¹ study supported by qualified workplace trainers and assessors, at suitable venues as agreed by CFA and UFU. The program is undertaken over a three-year period.

Firefighters progress to the rank of OFF as follows:

- Level 1 Firefighter (successful completion of CFA recruit training)
- Level 2 Firefighter (successful completion of agreed units and one year experience as an operational firefighter)
- Level 3 Firefighter (successful completion of agreed units and two years experience as an operational firefighter)
- Qualified Firefighter (successful completion of agreed units and three years experience as an operational firefighter)

Qualified Firefighter with Leading Firefighter qualifications, Leading Firefighter and Station Officer progress as follows:

- Qualified Firefighter with Leading Firefighter qualifications, successful completion of agreed units (see table 1) and four years experience as an operational firefighter.
- Leading Firefighter, successful completion of agreed units and completion of four years the experience as an operational firefighter.
- Station Officer, successful completion of agreed units, successful completion of the Station Officer assessment, five years experience as an operational firefighter.

A flexible delivery approach encompassing a mixture of block release and self paced study supported by qualified workplace trainers and assessors, at suitable venues as agreed by CFA and UFU.

Training shall be approached as a dynamic rather than static set of guidelines that can be altered to meet emerging needs of the organisation. Any such alteration agreed in a consultative process between CFA and UFU and endorsed through Enterprise Bargaining Implementation Committee (EBIC).

¹ Self-paced study refers to individual learning on-shift with the support of a workplace trainer and assessor. The workplace trainer and assessor are responsible for the training and assessment activities undertaken by a course participant.
² alteration refers to the alteration of the framework, guidelines, delivery methodology and resources developed to support the implementation of the framework.

Senior Station Officer

A flexible delivery approach encompassing a mixture of block release and self paced study supported by qualified workplace trainers and assessors, at suitable venues as agreed by CFA and UFU.

Note: All resources supporting a given program within the framework should be made available prior to the beginning of the program. This will ensure that no staff member is disadvantaged as a result of the CFA failing to have all resources available in time for delivery.

ASSESSMENT

All operational personnel seeking qualification to the ranks of leading firefighter and above are required to undertake the relevant development programs and assessment.

SPECIALIST SKILLS/INCREMENTS

The acquisition of specialist skills/increments will be determined by the brigade risk profile, response requirement and specialist equipment housed at the work location.

This training should be delivered and assessed at Fiskville or venues that provide appropriate equipment and resources, including but not limited to current work locations.

LATERAL ENTRY

The required transitional training program and induction requirements will be developed and be submitted to EBIC for endorsement.

5. Recommendations

Recommendation 1

That the CFA and UFU adopt the Emergency Response Training Framework as set out in this document after undertaking all required processes involving relevant Committees.

That the Training Framework is implemented from the date of endorsement by all parties.

Recommendation 2

That the CFA immediately begins the process of adding the Public Safety Training Package Fire Sector Qualifications to its Scope of Registration.

Recommendation 3

Once the new qualifications are added to the Scope of Registration, that the CFA deem operational staff to be qualified in line with Table 2. This process should include the issuing of the relevant credentials.

Recommendation 4

That both the CFA and the UFU agree that no individual be disadvantaged as a result of the implementation of this ER Training Framework. All promotional programs both past and present shall hold equal weighting.

Recommendation 5

That the CFA and the UFU agree to the principles outlined in this document. Any alteration² or dispute arising from interpretation of these principles must be agreed using consultative mechanisms in place between the CFA and the UFU.

Recommendation 6

That implementation of this Framework is undertaken in compliance with the RTO status expectations of the CFA, and adheres to the requirements set out in the PSTP.

² Note: alteration refers to the alteration of the Framework, guidelines, delivery methodology and resources developed to support the implementation of the Framework.

Appendix

Table 1:

Proposed alignment between the PSTP and Firefighter Levels 1, 2 and 3

Table 2:

Proposed alignment between the PSTP and CFA promotional course

Table 3:

CFA specific requirements in the Training Framework

Table 4:

PSTP competency standards encompassing CFA specific requirements

Table 3: CFA specific requirements in the Training Framework

| Firefighter Level 1 Training | Firefighter Level 2 Training | Senior Station Officer | Senior Station Officer | Operations Officer |
|--|---|---|--|--|
| <ul style="list-style-type: none"> • Squad Drill • Specialist Appliances • Fire Duty • FIA • HR Functions - Employment opportunities - OH&S • ICS / GARS • Organisational Policies, Procedures and Guidelines | <ul style="list-style-type: none"> • The role of Leading Firefighter • Introduction to Conflict Resolution and Negotiation Skills • Fire Safety • ICS / GARS • Emergency Management Arrangements • Organisational Policies, Procedures and Guidelines | <ul style="list-style-type: none"> • Role of the SO • Debriefing • Counseling procedures • Support Agencies • Specialist Appliances and departments • CFA Acts • Regulations / SOP's • Introduction to Disaster Management (AEM) • ICS / GARS • FIA / Arson squad • Community Safety • Relevant Acts • Regulations, Awards and Procedures • Emergency Management Arrangements • Organisational Policies, Procedures and Guidelines | <ul style="list-style-type: none"> • Role of SSO • Various Acts • ICS / GARS • Interpersonal Skills • Community Safety • Risk Management • Relevant Acts, Regulations, Awards and Procedures • Coroners Act • Industrial Relations • Emergency Management Arrangements • Organisational Policies, Procedures and Guidelines | <ul style="list-style-type: none"> • Operations Officer Responsibilities • ICS / GARS • Inter-agency Liaison • Interpersonal Skills • Community Safety • Risk Management • Relevant Acts, Regulations, Awards and Procedures • Emergency Management Arrangements • Organisational Policies, Procedures and Guidelines |

Table 4: *PSTP competency standards encompassing CFA specific requirements*

| Certificate II in Public Safety (Firefighting & Emergency Operations) PUA20601 | Certificate III in Public Safety (Firefighting & Emergency Operations) PUA30601 | Certificate IV in Public Safety (Firefighting Supervision) PUA40301 | Diploma of Public Safety (Firefighting Management) PUA50501 | Advanced Diploma of Public Safety (Firefighting Management) PUA60501 |
|--|---|--|--|--|
| <p>PUAFIR201B Prevent injury</p> <p>PUAFIR203B Respond to urban fire</p> <p>PUAFIR207B Operate breathing apparatus oper. circuit</p> <p>PUAEQU001B Prepare, maintain and test response equipment</p> <p>PUAOPE002B Operate communication systems and equipment</p> <p>PUATEA001B Work in a team</p> <p>PUAEME001B Provide emergency care</p> <p>PUASAR001B Participate in a rescue operation</p> <p>PUAFIR204B Respond to wildfire</p> | <p>PUAFIR302B Suppress urban fire</p> <p>PUAFIR306B Render hazardous materials incidents safe</p> <p>PUAFIR308B Employ personal protection at a hazardous materials incident</p> <p>PUAFIR309B Operate pumps</p> <p>PUAVEH001B Drive vehicles under operational conditions</p> <p>PUAEME002C Manage injuries at emergency incidents</p> <p>PUAEME003C Administer oxygen in an emergency</p> <p>PUAFIR303B Suppress wildfire</p> | <p>PUAOPE001A Supervise response</p> <p>PUATEA003A Lead, manage and develop teams</p> <p>PUAFIR401B Obtain incident intelligence</p> <p>BSXFM1402B Provide leadership in the workplace</p> <p>PUAFIR406B Develop prescribed burning plans</p> <p>PUAFIR407B Conduct prescribed burning</p> | <p>PUAOHS003B Implement and monitor the organisation's occupational health and safety policies, procedures and programs</p> <p>PUAOPE005B Manage a multi-team response</p> <p>PUAOPE007B Command agency personnel with a multi-agency emergency response</p> <p>PUAFIR503B Co-ordinate human resource management activities</p> <p>PUAFIR504B Assist with formulation and implementation of plans and policies</p> <p>PUAEMR002B Identify, analyse and evaluate risk</p> | <p>FUAMAN001B Manage the organisation's public safety responsibilities</p> <p>FUAMAN003B Manage human resources</p> <p>FUAOPE006B Control multi-agency emergency situations</p> <p>FUAFIR602B Manage the implementation of community safety strategies</p> <p>FUACOM004B Manage organisational communication strategies</p> <p>FUAOPE008B Co-ordinate resources within a multi-agency emergency response</p> |

| | | | | |
|--|--|--|--|--|
| PUAFIR206B Check installed fire safety systems | | | | |
| PUAFIR209B Work safely around aircraft | | | | |
| PUALAW001B Protect and preserve incident scene | | | | |
| PUAFIR202B Respond to isolated remote structure fire | | | | |
| PUAOHS001C Follow defined occupational health and safety policies and procedures | | | | |

| |
|--|
| SCHEDULE 6 – JOINT STATEMENT ON OPERATIONAL TRAINING AND ASSESSMENT |
|--|

**CFA UFU JOINT STATEMENT
ON
OPERATIONAL TRAINING AND ASSESSMENT
IN CFA**

OBJECTIVES

- All operational training must equip career Firefighters, Station Officers and volunteers with the competencies, knowledge and skills necessary to operate on the fireground in a competent and safe manner.
- No firefighter (career or volunteer) is to be involved in firefighting unless he or she has been trained and is able to demonstrate they have the competencies and skills to undertake the tasks required of them in a safe and professional manner.
- Operational training standards related to delivery and assessment outcomes must be consistent across the CFA, e.g. brigades, career fire stations and regions.

Operating Principles

Public Safety Training Package

- All training and assessment must comply with the Public Safety Training Package (PSTP's), where they exist.

Training Delivery

- All training based on the Public Safety Training Package (PSTP's) must be delivered by personnel that hold the qualification or its equivalent stipulated within the respective module.
- Where paid operational training is delivered outside the PSTP based Framework such training must be delivered and assessed by a process agreed by the parties through EBIC and/or its SubCommittees.
- Training will be delivered from:
 - Training grounds as determined through the consultative committee process
 - all brigades across the state
 - any other appropriate training locations as determined through the consultative committee process.

Assessment

It is a normal requirement that all assessors must be qualified workplace assessors and be competent in the skill or module being assessed. However under circumstances where this is not possible a person who is competent in that skill or module may be used to advise the assessor in determining the persons competency.

Persons responsible for assessing competency Levels through the RPL and RCC process must be appropriately qualified. Persons who are qualified assessors and competent in the skill or module being assessed may be used to assist the RPL/RCC qualified assessor with this process.

Any validation process of assessment is to be performed in accordance with the national principles, standards and protocols set down by the Australian National Training Authority.

Accountability for Operational Training and Assessment

CFA through the Chief Officer has statutory responsibility for Operational Training and Assessment for CFA career Firefighters, Officers and volunteers.

All training and assessment undertaken will be monitored by the Chief Officer through established CFA procedures.

SCHEDULE 7 – TRAINING MODULE DELIVERY BY CAREER INSTRUCTORS

TRAINING MODULE DELIVERY BY CAREER INSTRUCTORS

| MODULE AFAC LEVEL 1 | | Wildfire Instructor | Structural Instructor | COMMENTS |
|--------------------------------|--|--------------------------------|----------------------------------|---|
| 1.01 | Health & Fitness | ✓ | ✓ | Instructor stream focus |
| 1.02 | Preparation & Maintenance of Equipment | ✓ | ✓ | Instructor stream focus |
| 1.04 | Driving Vehicles | ✓ | ✓ | ADI / Driver educator |
| 1.05 | Alarms & Sprinklers | ✓ | ✓ | |
| 1.06 | Occupational Hazards | ✓ | ✓ | |
| 1.07 | Personal Protection 1 | ✓ | ✓ | Minimum skills module |
| 1.08 | Occupational Stress | ✓ | ✓ | Minimum skills module |
| 1.09 | Map Reading 1 | ✓ | ✓ | |
| 1.10 | Building Structures 1 | | ✓ | |
| 1.11 | Fire Suppression 1 | | ✓ | |
| 1.12 A | Wildfire Behaviour 1 | ✓ | | Minimum skills module, see note 1 below |
| 1.12 B | Wildfire Suppression 1 | ✓ | | Minimum skills module, see note 1 below |
| 1.13 | Vehicle Rescue | | ✓ | |
| 1.14 | Search & Rescue | | ✓ | |
| 1.15 | Breathing Apparatus (open circuit) | | ✓ | |

| MODULE AFAC LEVEL 1 | | Wildfire Instructor | Structural Instructor | COMMENTS |
|--------------------------------|-------------------------|--------------------------------|----------------------------------|-----------------------|
| 1.16 | Casualty Assistance | | | Subject matter expert |
| 1.17 | Emergency care | | | Subject matter expert |
| 1.19 | Communications systems | ✓ | | |
| 1.20 | Computer skills | | | Subject matter expert |
| 1.21 | Workplace communication | | | Subject matter expert |
| 1.22 | Fire Agency Awareness | ✓ | | |
| 1.23 | Work Team Communication | | | Subject matter expert |
| 1.24 | Writing Skills for Work | | | Subject matter expert |
| 1.25 | Rope Rescue 1 | | ✓ | |

| MODULE AFAC LEVEL 2 | | Wildfire Instructor | Structural Instructor | COMMENTS |
|--------------------------------|-----------------------------------|--------------------------------|----------------------------------|---|
| 2.02 | Inspect & Test Equipment | ✓ | ✓ | Instructor stream focus |
| 2.03A | Drive Vehicle on road | ✓ | ✓ | ADI / Driver educator |
| 2.03B | Drive vehicles off-road | ✓ | ✓ | ADI / Driver educator / Subject matter expert |
| 2.04 | Operate Pumps | ✓ | ✓ | Instructor stream focus |
| 2.06 | Personal Protection 2 | | ✓ | |
| 2.07 | Occupational Hygiene | | ✓ | |
| 2.08 | Detection & Suppression Systems | | ✓ | |
| 2.09 | Building & Evacuation Systems | | ✓ | |
| 2.10. | Mechanical Venting & Air Handling | | ✓ | |
| 2.11 | Building Structures 2 | | ✓ | |
| 2.12 | Fire Behaviour (CFA) | | ✓ | |
| 2.13 | Fire Suppression 2 | | ✓ | |
| 2.14 | Atmospheric Monitoring | | ✓ | |
| 2.15 A | Salvage & Overhaul | | ✓ | |
| 2.15 B | Ventilation | | ✓ | |
| 2.16 | Hazardous Materials 1 | | ✓ | |

| MODULE AFAC LEVEL 2 | | Wildfire Instructor | Structural Instructor | COMMENTS |
|--------------------------------|---|--------------------------------|----------------------------------|--|
| 2.17 A | Heavy Rescue | | ✓ | |
| 2.17 B | Trench Rescue | | ✓ | |
| 2.17 C | Confined Space Rescue | | ✓ | |
| 2.17 D | High Angle Rescue | | ✓ | |
| 2.17 E | Structural Collapse | | ✓ | |
| 2.18 | Breathing Apparatus (closed circuit) | | ✓ | |
| 2.19 | Aerial Appliances | | ✓ | |
| 2.20 | Specialists Appliances (A,B,C,D,E,F,G,H,I) | ✓ | | Subject matter expert appliance specific |
| 2.21 | Fire Prevention 1 | ✓ | ✓ | Instructor stream focus |
| 2.22 | Administration 1 | | | Subject matter expert |
| 2.28 | Wildfire Behaviour 2 | ✓ | | see note 1 below |
| 2.29 | Wildfire Suppression 2 | ✓ | | see note 1 below |
| 2.30 | Introductory Maths for Industry | | | Subject matter expert |
| 2.31 | Fire Science – Intro A | | | Subject matter expert |
| 2.32 | Fire Science – Intro B | | | Subject matter expert |
| 2.33 | Map Reading 2 | ✓ | ✓ | |
| 2.34 | Aviation Fire Suppression 1 | | | Subject matter expert |

| MODULE AFAC LEVEL 3 | | Wildfire Instructor | Structural Instructor | COMMENTS |
|--------------------------------|---------------------------------|--------------------------------|----------------------------------|--|
| 3.01 | Occupational Health & Safety | | | Subject matter expert |
| 3.04 | Fire & Fire Incident Operations | ✓ | ✓ | Wildfire focus for wildfire Instructor |
| 3.05 | Building Fire Safety | | | |
| 3.06 | Aviation Fire Suppression 2 | | ✓ | Subject matter expert |
| 3.07 | Hazardous Materials 2 | | | |
| 3.09 | Workplace Trainer Category 1 | | | Subject matter expert |
| 3.10. | Writing Work Place documents | | | Subject matter expert |

| MODULE AFAC LEVEL 3 | | | Wildfire Instructor | Structural Instructor | COMMENTS |
|--------------------------------|-------------------------------|---|--------------------------------|----------------------------------|-----------------------|
| 3.11 | Public Speaking | | | | Subject matter expert |
| 3.12 | Dealing with Conflict | | | | Subject matter expert |
| 3.13 | Negotiation Skills | | | | Subject matter expert |
| 3.14 | Leadership | ✓ | | | |
| 3.15 | Supervising Teams | ✓ | | | |
| 3.16 | Quality of Service | | | | Subject matter expert |
| 3.17 | Prescribed Burning 1 | ✓ | | | |
| 3.18 | Wildfire Suppression 3 | ✓ | | | |
| 3.19 | Maths for data Representation | | | | Subject matter expert |
| 3.20 | Fire Science in Chemistry | | | | Subject matter expert |
| 3.21 | Introduction to Law | | | | Subject matter expert |
| 3.22 | Workplace Assessment | | | | Subject matter expert |
| 3.23 | Wildfire Behaviour 3 | ✓ | | | |
| 3.24 | Meetings | | | | Subject matter expert |

| MODULE AFAC LEVEL 4 | | | Wildfire Instructor | Structural Instructor | COMMENTS |
|--------------------------------|---------------------------------------|---|--------------------------------|----------------------------------|--|
| 4.01 | Resources Evaluation | | | | Subject matter expert |
| 4.02 | Pre-Incident Planning | ✓ | | ✓ | Instructor stream focus- subject matter expert |
| 4.03 | Operational Management | ✓ | | ✓ | Instructor stream focus- subject matter expert |
| 4.04 | Incident Control System - AIIMS | ✓ | | ✓ | |
| 4.05 A | Fire Investigation - Wildfire | ✓ | | ✓ | Qualified Instructors only |
| 4.05 B | Fire Investigation - Structural | | | ✓ | Qualified Instructors only |
| 4.06. | Fire Investigation – Legal Procedures | ✓ | | ✓ | Qualified Instructors only - subject matter expert |
| 4.07 | Fire Prevention | ✓ | | ✓ | Instructor stream focus – subject matter expert |
| 4.08 | Building Fire Safety 2 | | | ✓ | |
| 4.09 | Building Fire Services | | | | Subject matter expert |
| 4.10 | Administration 2 | | | | Subject matter expert |
| 4.11 | Communications 1 | | | | Subject matter expert |

| MODULE AFAC LEVEL 4 | | Wildfire Instructor | Structural Instructor | COMMENTS |
|--------------------------------|--------------------------------------|--------------------------------|----------------------------------|-----------------------|
| 4.12 | Interviews | | | Subject matter expert |
| 4.13 | Workplace Trainer Category 2 | | | Subject matter expert |
| 4.15 | Public Relations A | | | Subject matter expert |
| 4.16 | Leadership & Team Management | ✓ | | |
| 4.17 | Introduction to Budgeting | | | Subject matter expert |
| 4.18 | Human Resources Management | | | Subject matter expert |
| 4.19 | Policy Development | | | Subject matter expert |
| 4.20 | Fire Law | ✓ | ✓ | Subject matter expert |
| 4.21 | Material Science – Fire Behaviour | | | Subject matter expert |
| 4.22 | Material Behaviour – Fire Prevention | | | Subject matter expert |
| 4.23 | Mechanics | | | Subject matter expert |
| 4.24 | Assessment Validation | | | Subject matter expert |
| 4.25 | Prescribed Burning 2 | ✓ | | Subject matter expert |

| MODULE AFAC LEVEL 5 | | Wildfire Instructor | Structural Instructor | COMMENTS |
|--------------------------------|---|--------------------------------|----------------------------------|---|
| 5.01 | Resources Upgrading & Development Management | | | Subject matter expert |
| 5.02 | Planning Management | ✓ | ✓ | Instructor stream focus – subject matter expert |
| 5.03 | Logistics Management | ✓ | ✓ | Instructor stream focus – subject matter expert |
| 5.04 | Incident Management Skills | ✓ | ✓ | Instructor stream focus – subject matter expert |
| 5.05 | Operations Analysis | ✓ | ✓ | Instructor stream focus – subject matter expert |
| 5.06 | Project Management | | | Subject matter expert |
| 5.07 | Communications 2 | | | Subject matter expert |
| 5.08 | Public Relations B | | | Subject matter expert |
| 5.09 | Team Performance | | | Subject matter expert |
| 5.10 | Managing Finance - Budgets | | | Subject matter expert |
| 5.11 | Human Resources Management 2 | | | Subject matter expert |
| 5.12 | Planning & Management Change | | | Subject matter expert |

| MODULE AFAC LEVEL 5 | | Wildfire Instructor | Structural Instructor | COMMENTS |
|--------------------------------|---|--------------------------------|----------------------------------|-----------------------|
| 5.13 | Occupational Health & Safety Management | | | Subject matter expert |
| 5.14 | Management of Workplace Assessment | | | Subject matter expert |

| MODULE AFAC LEVEL 6 | | Wildfire Instructor | Structural Instructor | COMMENTS |
|--------------------------------|--|--------------------------------|----------------------------------|-----------------------|
| 6.01 | Pre Incident Response Planning 2 | | | Subject matter expert |
| 6.02 | Major Operations Management | | | Subject matter expert |
| 6.03 | Policy and Legislation | | | Subject matter expert |
| 6.04 | Information Resource Management | | | Subject matter expert |
| 6.06 | Marketing Concepts | | | Subject matter expert |
| 6.07 | Strategic Leadership | | | Subject matter expert |
| 6.08 | Managing Finance – Performance and Cost Efficiency | | | Subject matter expert |
| 6.09 | Managing Finance – Operating and Capital Expenditure | | | Subject matter expert |
| 6.10 | Human Resources Management 3 | | | Subject matter expert |
| 6.11 | Strategic Planning | | | Subject matter expert |

All modules/elements to be instructed by personnel who have the appropriate competency and **proficiency** in the specific course of instruction.

NOTE:

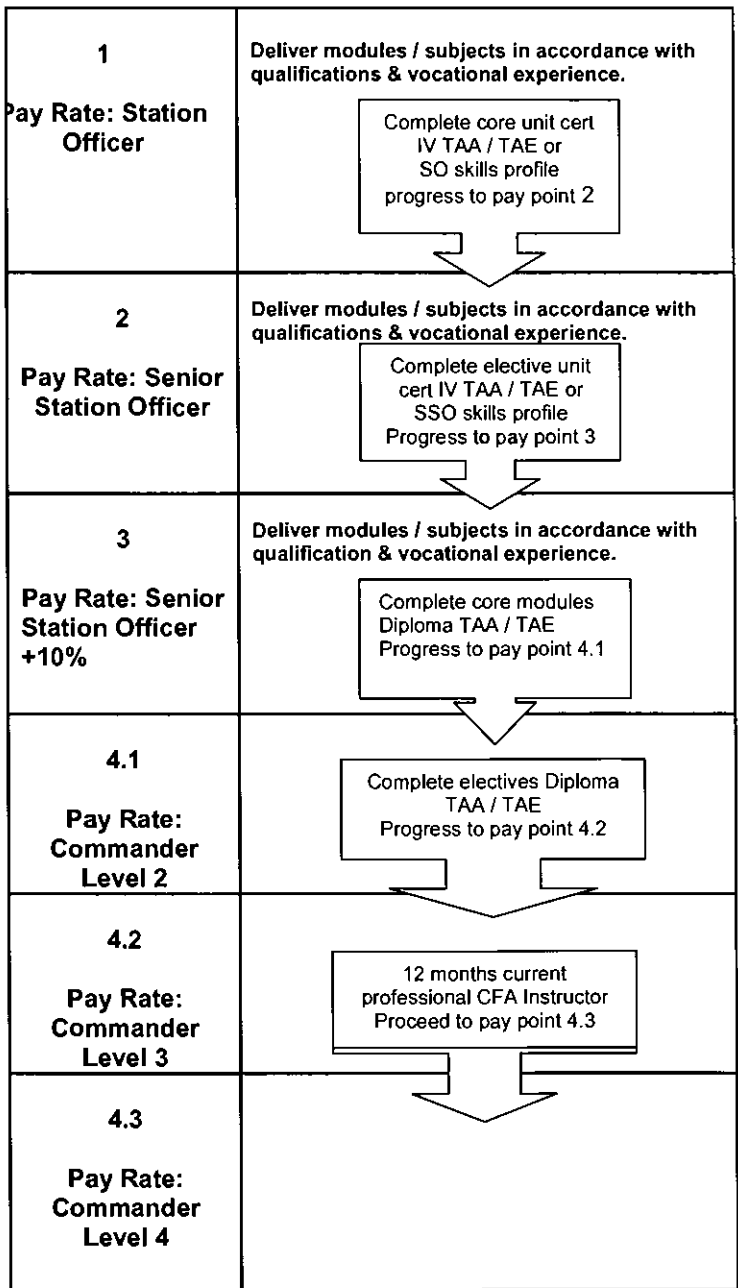
1. Structural instructors who were CFA firefighters or officers can train and assess within the wildfire stream without restriction according to their level of competency and experience.

| CFA MODULES | | Wildfire Instructor | Structural Instructor | COMMENTS |
|--------------------|-----------------------------------|--------------------------------|----------------------------------|-----------------|
| | Maintain Safety at a CFA Incident | ✓ | ✓ | |

| CFA MODULES | Wildfire Instructor | Structural Instructor | COMMENTS |
|--|---------------------|-----------------------|--|
| Wildfire Minimum Skills | ✓ | | see note 1 below |
| Low structure | | ✓ | |
| Hazmat Awareness | | ✓ | |
| Crew Leader / Controller at Small Incident | ✓ | ✓ | Instructor stream focus - Qualified Instructors only |
| Strike Team Leader | ✓ | ✓ | Instructor stream focus - Qualified Instructors only |
| Sector Commander | ✓ | ✓ | Instructor stream focus - Qualified Instructors only |
| Plantation fire fighting | ✓ | | |
| Ground Observer | ✓ | | Qualified Instructors only |
| Fireline Leadership | ✓ | ✓ | Qualified Instructors only |
| AIMS unit roles | ✓ | ✓ | Qualified Instructors only |

NOTE: The parties acknowledge that AFCs are to be converted to PSTPs and will be determined via the consultative committee processes.

SCHEDULE 8 – INSTRUCTOR CAREER AND PROGRESSION PATHWAY



Senior Instructor pay rate is Commander Level 4

Schedule 8 will apply to all Instructors in addition to any specific provisions which apply in clause 160.11

SCHEDULE 9 – OPERATIONAL RECALL

Operational Recall occurs in the following circumstances, except when the employee is the Regional Duty Officer:

When an employee who is off duty is required to respond to manage, support an emergency event or follow-up after an emergency event or incident, all time spent attending to and travelling to and from the incident constitutes Operational Recall.

Response is further defined as a return to work either to a headquarters, operational facility (including any fire station), an incident or significant out of hours work required and endorsed by the line manager.

When an employee is on duty and is required to respond to manage or support an emergency or incident, all time spent attending to and travelling to and from the incident after normal or rostered hours of work that day constitutes Operational Recall.

For the purposes of this Schedule, operational recall also includes the managing of personnel welfare and industrial issues that may not be directly related to any incident, especially in the case of Officers in Charge of Regions or integrated fire stations that are responsible for CFA employees.

SCHEDULE 10 – ARRANGEMENTS FOR RELIEF OF PARTICULAR POSITIONS OUTSIDE THE FIRE DANGER PERIOD

| GROUP A | GROUP B | GROUP C |
|---|---|---|
| Commander - Specialist Response | OM - Training Delivery | Commander/OM - Office of Emergency Service Commissioner |
| OM -Protective Equipment | Commander -Distance Education & AIIMS Coordinator | OM - Human Resource Planning |
| Commander- State Aircraft Unit | Commander - Training Delivery | OM -Learning and Development |
| OM - Performance Improvement | Commander - State Driving Coordinator | Commander/OM - OH&S |
| OM - CFA CAD Operations | | Commander - Reliever |
| OM - Wildfire Policy & Planning | | |
| OM - HQ Operations | | |
| Commander - FIRS | | |
| OM -BEST Project | | |
| OM -Structural Fire Planning | | |
| OM - Major Events and Security | | |
| Commander/OM - Worksafe (Major Hazards Officer) | | |
| Commander in Charge - Integrated Brigade | | |
| OM -(Regional Commander) | | |
| 10/14 Commanders | | |

GROUP A POSITIONS

- Relief will be provided from the first day of absence.

- The Line Manager may consider the operational capability and workload management in determining relief above minimum standards.

GROUP B POSITIONS

- No relief required when leave is during a shut down period or no course commitments.
- Otherwise, relief will be provided after a one (1) week period.
- The Line Manager may consider the operational capability and workload management in determining relief above minimum standards.

GROUP C POSITIONS

- No relief is required.

ALL GROUPS

- The intention of relief is to facilitate the ability for Commanders and OMs to be able to take periods of planned absences and leave.
- Should special circumstances exist, the appropriate manager may approve relief for leave periods that do not exceed one (1) week.
- Based on operational planning needs, the Chief Officer may require variation to the total number of employees taking leave at any one time. The Chief Officer also needs to be satisfied that the number of available OMs at any one time meets operational requirements.
- When relief cannot be provided from other sources no employee covered by this agreement shall unreasonably refuse to relieve another employee at a different location in an unexpected situation.
- The methodology of providing relief can be further developed through the provisions of Clause 21. However, in further developing the methodology of relief, it will not be used as a basis for not providing relief.

SCHEDULE 11 – CLASSIFICATION DESCRIPTIONS

Classification descriptions are as follows:

Recruit to Senior Firefighter Classifications

Employees undertaking Recruit to Senior Firefighter work report to Leading Firefighters or Station Officers and apply knowledge and skills to demonstrate autonomy and limited judgement in structured and stable contexts and within narrow parameters

Within the Recruit to Senior Firefighter classifications employees key duties are to:

- Participate in continuation training and skill acquisition
 - Provide a high standard of emergency response, including a proactive approach to risk management, within a professional emergency service
 - Work in accordance with CFA Safe Systems
 - The duties in the Firefighter Position Description below, as applicable to the relevant paypoint.
-
- Provide competent response capability to emergency situations consistent with the training and experience in a fire fighting position.
 - Under supervision assist, or within their competence, conduct training and education sessions for volunteer, career personnel and the community.
 - Perform minor maintenance on operational equipment and in other areas as agreed between the parties.
 - Undertake risk management duties within their competence as required.
 - Provide support to and establish and maintain an effective working relationship with volunteer personnel.
 - Carry out administration duties.
 - Establish effective customer service relationship with community and industry.
 - Under supervision, provide operational support as required.
 - Establish and maintain a level of competence appropriate to the position.

At the recruit classification duties include: undertaking the recruit training course

At the Firefighter Level 1 classification duties include:

- Application of knowledge and skills to demonstrate autonomy in highly structured and stable contexts and within narrow parameters, and to the extent that relevant training has been completed the following:
 - Prevent Injury
 - Respond to urban fire
 - Operate breathing apparatus open circuit
 - Prepare, maintain and test response equipment
 - Operate communications systems and equipment
 - Work in a team
 - Provide emergency care
 - Participate in a rescue operation
 - Respond to wildfire

- Check installed fire safety systems
- Participate in community safety activities
- Work safely around aircraft
- Communicate in the workplace
- Protect and preserve incident scene
- Work effectively in a public safety organisation
- Respond to isolated remote structure fire
- Follow defined occupational health and safety policies and procedures
- Maintain safety at an incident site
- Work autonomously
- Respond to aviation incidents (general)

The Firefighter Level 1 classification employees work with a crew of 3 qualified firefighters (including at least 1 Leading Firefighter) and a Station Officer. At this level the employee does not participate in EMR work on patients.

At the Firefighter Level 2 classification duties include:

- Application of knowledge and skills to demonstrate autonomy in highly structured and stable contexts and within narrow parameters
- Further consolidation of Firefighter Level 1 skills

At the Firefighter Level 3 classification duties include:

- Application of knowledge and skills to demonstrate autonomy in highly structured and stable contexts and within narrow parameters
- Further consolidation of Firefighter Level 2 skills
- Render hazardous materials incidents safe
- Employ personal protection at a hazardous materials incident
- Operate pumps
- Drive vehicles under operational conditions
- Foster a positive organisation image in the community
- Navigate in urban and rural environments

At the Qualified Firefighter classification duties include:

- applying knowledge and skills to demonstrate autonomy and limited judgement in structured and stable contexts and within narrow parameters
- Further consolidation of Firefighter Level 3 skills and application of such skills at the Qualified Firefighter level
- Suppress urban fire
- Manage injuries at emergency incidents
- Administer oxygen in an emergency situation
- Utilise installed fire safety systems
- Suppress wildfire

At the Senior Firefighter classification duties include:

- applying knowledge and skills to demonstrate autonomy and limited judgement in structured and stable contexts and within narrow parameters
- Qualified Firefighter duties

Leading Firefighter

Employees undertaking Leading Firefighter work report to Station Officers and Senior Station Officers and apply knowledge and skills to demonstrate autonomy and judgement and to take limited responsibility in known and stable contexts within established parameters.

Within the Leading Firefighter classification employees key duties are to:

- Supervise and co-ordinate personnel to provide a high standard of emergency response within a professional emergency service including risk management.
- Be in command and control of the following specific appliances: Bronto, BA Support Van, MCV, Ground Observer Vehicles.
- Work in accordance with CFA Safe Systems

Provide competent response capability and supervision of emergency situations in line with the Chief Officer's Standing Orders

Supervise, co-ordinate and conduct training and education sessions for volunteers, career personnel and the community commensurate with their skills and competencies

Perform minor maintenance on operational equipment and in other areas as agreed between the parties.

Undertake risk management duties within their competence as reasonably required.

In the brigade's area, provide leadership to the brigade

Establish effective customer service relationship with community and industry

Assist in day to day management of the Brigade consistent with the Chief Officer's Standing Orders.

Provide support to and establish and maintain an effective working relationship with volunteer personnel.

Advise and report to Brigade management on key issues

Assist the Brigade in all aspects of Brigade management.

Carry out administration duties.

Establish and maintain a level of competence appropriate to the position.

Assist with the development and implementation of brigade Business Plan and Budget

At the Leading Firefighter classification duties include:

- application of knowledge and skills to demonstrate autonomy and judgement and to take limited responsibility in known and stable contexts within established parameters
- Qualified Firefighter skills utilised at the LFF level
- Undertake community safety activities
- Plan and conduct a public awareness program
- Conduct initial investigation at incident scene
- Supervise response
- When applicable fitness leading/instructing
- When applicable instructing duties (instructor duties)
- When applicable MLO duties

Station Officer

Employees undertaking Station Officer work report to Senior Station Officers or Commanders and apply knowledge and skills to demonstrate autonomy, judgement and limited responsibility in known or changing contexts and within established parameters.

Within the Station Officer classification employees key duties are to:

- Provide leadership and professional management of stations, towards operational readiness and for the provision of efficient and effective service delivery of services.
- Be in command and control of any appliances
- Work in accordance with CFA Safe Systems
 - Provide effective leadership and management within an integrated Brigade.
 - Provide support to and establish and maintain an effective working relationship with volunteer personnel.
 - Ensure efficient and effective incident management.
 - Accountable for operational performance of the brigade and for rectifying deficiencies.
 - Carry out administration duties.
 - Liaise with and support functional Managers in their area of responsibility.
 - Support Brigade management with the competence in the establishment and delivery of effective risk management within the brigade area.
 - Accountable to Brigade management and Operations Manager for brigade preparedness and key service delivery outcomes.
 - Contribute to the development and implementation of the Brigade business plan and budget.
 - Develop effective working relationships and co-operation with other Emergency Services Organisations, Government agencies, Industry and other community-based organisations.
 - Develop and promote the CFA as a professional community service organisation.
 - Establish and maintain a level of competence appropriate to the position.
 - Contribute to the development and maintenance of brigade Standard Operating Procedures and operational policy.

At the Station Officer classification duties include:

- Application of knowledge and skills to demonstrate autonomy, judgement and limited responsibility in known or changing contexts and within established parameters
- Leading Firefighter skills utilised at the Station Officer level
- Conduct briefings/debriefings
- Lead, manage and develop teams
- Obtain incident intelligence
- Assess building plans
- Provide leadership in the workplace
- Develop community awareness network
- Liaise with the media in the region
- Administer workgroup resources

- Plan and organise group based delivery
- Facilitate group-based delivery
- Develop incident control strategies
- Manage quality customer service
- When applicable instructing duties (instructor duties)
- When applicable MLO duties

Senior Station Officer

Employees undertaking Senior Station Officer work report to Commanders and apply knowledge and skills to demonstrate autonomy, judgement and defined responsibility in known or changing contexts and within broad but established parameters.

Within the Senior Station Officer classification employees key duties are to apply knowledge and skills to demonstrate autonomy, judgement and defined responsibility in known or changing contexts and within broad but established parameters and:

- Provide leadership and professional management of stations, towards operational readiness and for the provision of efficient and effective service delivery of services at a higher level than Station Officers.
 - Be in command and control of primary appliances at designated stations
 - Work in accordance with CFA Safe Systems
-
- Provide effective leadership and management within an integrated Brigade.
 - Provide support to and establish and maintain an effective working relationship with volunteer personnel.
 - Ensure efficient and effective incident management.
 - Accountable for operational performance of the brigade and for rectifying deficiencies.
 - Accountable to Operations Officer and Operations Manager for brigade preparedness and key service delivery outcomes.
 - Respond to the direction of and support the brigade management team.
 - Carry out administration duties.
 - Contribute to the development and implementation of personnel development and training programs.
 - Liaise with and support functional managers in their area of responsibility.
 - Support Brigade management within their competence in the establishment and delivery of effective risk management within the brigade area
 - Accountable for the performance and effective human resource management of personnel within the brigade.
 - Contribute to the development and implementation of the Brigade business plan and budget.
 - Establish and maintain a level of competence appropriate to the position.
 - Develop effective working relationships and co operation with other Emergency Services Organisations, Government agencies, Industry and other community based organisations.
 - Develop and promote the CFA as a professional community service organisation.
 - Contribute to the development and maintenance of brigade Standard Operating Procedures and operational policy

At the Senior Station Officer classification duties include:

- applying knowledge and skills to demonstrate autonomy, judgement and defined responsibility in known or changing contexts and within broad but established parameters
- Station Officer skills utilised at the Senior Station Officer level
- Implement and monitor the organisation's occupational health and safety policies, procedures and programs
- Manage workplace information
- Implement prevention strategies
- Manage a multi-team response
- Command agency personnel with a multi-agency emergency response
- Promote a learning environment in the workplace
- Liaise with other organisations
- Co-ordinate human resource management activities
- Administer cost centre's financial resources
- Manage media requirements at major incidents
- Identify, analyse and evaluate risk
- When applicable instructing duties (instructor duties)

Instructor

| | |
|--|---|
| Position Title: Senior Instructor | Incumbent: |
| Department: Training & Development | Location: Various |
| Reports To: Training Manager | Position Reporting to this Position: N/A |
| Primary Purpose of the Position: | |
| <ol style="list-style-type: none"> 1. Co-ordinate, develop, prepare and deliver appropriate training courses to CFA Volunteers and Career Firefighters/Fire Officers and CFA clients 2. Co-ordinate human and physical resources associated with the delivery of training 3. Provide advice and support for the development and delivery of training materials and programs | |
| Key Result Areas | Key Performance Measures |
| <ol style="list-style-type: none"> 1. Co-ordinate, develop, prepare, deliver, assess and evaluate training programs for Volunteers, Career Firefighters/Fire Officers in Brigades, Regions, Areas and CFA industry clients 2. Liaise with Brigades and CFA Industry Clients to ensure that delivery strategies implemented address the identified training needs 3. Monitor and maintain the quality of training/courses delivered to ensure that client and appropriate industry standards are achieved 4. Keep abreast of, and implement where appropriate new techniques, knowledge and technology related to training delivery 5. All training to be conducted in a safe manner including coordination and overseeing of the safe use of training resources, the safety of all students, PAD Operators and Instructors whilst undertaking hot fire training and other practical drills within legislative requirements and agreed OH&S standards 6. Control course expenditure within budgetary requirements 7. Ensure appropriate selection and use of firefighting, communications, audiovisual and other plant and equipment in accordance with relevant CFA legislative and/or manufacturers specifications 8. Undertake training development projects as directed | <ul style="list-style-type: none"> • Course materials prepared and delivered within time frames and standards • Course evaluation reports including recommendations are completed and actions initiated within agreed time frames • Establish and maintain effective liaison with Brigades and Industry clients for area of responsibility • Ensure training courses conducted conform to the requirements of the client and appropriate industry standards • Provide advice on actions required to maintain quality delivery to client needs • Monitor developments in research, provide advice and recommendations on changes to the Training Manager that relate to specific training • Ensure that all OH&S requirements are identified and implemented for courses being co-ordinated • Monitor the workplace to ensure requirements are being met • Prepare recommendations for improving procedures where risks are identified. Implement procedures once agreed • Promote safe work practices to all staff and clients • Courses are conducted within budgetary constraints and policy guidelines • Appropriate financial records are maintained • Ensure that appropriate equipment is selected and used in accordance with |

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|--|--|
| | <p>specified requirements</p> <ul style="list-style-type: none"> • Development projects undertaken and completed within agreed time frames • Undertake all training and assessment within the principles specified in the CFA/UFU joint statement on operational training and assessment in CFA (See appendix b of CFA/UFU Operational Staff Agreement 2000) |
| <p>Key Selection Criteria:</p> <ul style="list-style-type: none"> • Knowledge and ability to deliver high quality training on a wide range of emergency management/emergency response/community safety subjects • Experience in the application of adult learning strategies and practices in industry • Effective interpersonal, written and verbal communication skills within a team environment • An understanding and experience in both the development and application of competency based training and assessment techniques • Experience in the co-ordination of equipment, human, and administrative resources for training courses • Ability to liaise with a wide variety of clients • Ability to perform duties without supervision • Ability to use computers and information technology systems and multimedia technology. • A basic knowledge of budgeting and financial control in relation to training delivery and assessment | |
| <p>Essential Qualifications/Experience:</p> <ul style="list-style-type: none"> • A broad range of fire and emergency service experience, eligible for promotion to LFF rank • Physical fitness level appropriate to undertaking practical tasks allocated • Current Victorian Drivers Licence <p><i>NOTE Successful applicants will be required to obtain Fire Officer qualifications within 12 months of appointment</i></p> <p>Expected:</p> <ul style="list-style-type: none"> • It will be expected that the successful applicant will possess • Accredited Workplace Assessor • Accredited Workplace Trainer • or equivalent | |

Desirable:

- Knowledge of the role and nature of the CFA as emergency service and community safety organisation;
- Knowledge of CFA Act and regulations, policy and relevant Codes of Practice
- Experience in the operation of an integrated career and volunteer service

Appointments:-

- Positions will be filled by way of permanent appointment or for agreed periods of secondment not exceeding two years. Secondments will be in accordance with CFA/UFU agreement
- Hours of work will be according to the provisions of clause 11.2 of the Award (Employees not subject to 10/14 roster)

Prepared By: Manager, Training and Development

Date: 1 December 2009
(confirmed as correct by Angus McNeillage 12 Oct 01)

| | |
|--|--|
| Position Title: Instructor | Incumbent: |
| Department: Training & Development | Locations: Various |
| Reports To: Manager Training & Development | Position Reporting to this Position: Nil |
| Primary Purpose of the Position: | |
| <p>Co-ordinate, develop, prepare and deliver appropriate training courses to CFA Volunteers and Career Firefighters/Fire Officers and CFA clients</p> <p>Co-ordinate human and physical resources associated with the delivery of training</p> <p>Provide advice and support for the development and delivery of training materials and programs</p> | |
| Key Result Areas | Key Performance Measures |
| <p>Co-ordinate, develop, prepare, deliver, assess and evaluate training programs for Volunteers, Career Firefighters/Fire Officers in Brigades, Regions, Areas and CFA industry clients.</p> <p>Liaise with Brigades and CFA Industry Clients to ensure that delivery strategies implemented address the identified training needs.</p> <p>Monitor and maintain the quality of training/courses delivered to ensure that client and appropriate industry standards are achieved.</p> <p>Keep abreast of, and implement where appropriate new techniques, knowledge and technology related to training delivery</p> <p>All training to be conducted in a safe manner including coordination and overseeing of the safe use of training resources, the safety of all students, PAD Operators and Instructors whilst undertaking hot fire training and other practical drills within legislative requirements and agreed OH&S standards</p> <p>Control course expenditure within budgetary requirements</p> <p>Ensure appropriate selection and use of firefighting, communications, audiovisual and other plant and equipment in accordance with relevant CFA, legislative and/or manufacturers specifications</p> <p>Undertake training development projects as directed.</p> | <p>Course materials prepared and delivered within time frames and standards.</p> <p>Course evaluation reports including recommendations are completed and actions initiated within agreed time frames.</p> <p>Establish and maintain effective liaison with Brigades and Industry clients for area of responsibility.</p> <p>Ensure training/courses conducted conform to the requirements of the client and appropriate industry standards</p> <p>Provide advice on actions required to maintain quality delivery to client needs.</p> <p>Monitor developments in research, provide advice and recommendations on changes to the Training Manager that relate to specific training.</p> <p>Ensure that all OH&S requirements are identified and implemented for courses being co-ordinated</p> <p>Monitor the workplace to ensure requirements are being met</p> <p>Prepare recommendations for improving procedures where risks are identified. Implement procedures once agreed.</p> <p>Promote safe work practices to all staff and clients.</p> |

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| | <p>Courses are conducted within budgetary constraints and policy guidelines</p> <p>Appropriate financial records are maintained</p> <p>Ensure that appropriate equipment is selected and used in accordance with specified requirements</p> <p>Development projects undertaken and completed within agreed time frames</p> <p>Undertake all training and assessment within the principles specified in the CFA/UFU joint statement on operational training and assessment in CFA (See appendix b of CFA/UFU Operational Staff Agreement 2000).</p> |
| <p>Key Selection Criteria:</p> <ul style="list-style-type: none"> • Knowledge and ability to deliver high quality training on a wide range of emergency management/emergency response/community safety subjects. • Experience in the application of adult learning strategies and practices in industry • Effective interpersonal, written and verbal communication skills within a team environment • An understanding and experience in both the development and application of competency based training and assessment techniques. • Experience in the co-ordination of equipment, human, and administrative resources for training courses. • Ability to liaise with a wide variety of clients • Ability to perform duties without supervision • Ability to use computers and information technology systems and multimedia technology • A basic knowledge of budgeting and financial control in relation to training delivery and assessment | |

Essential Qualifications/Experience:

- A broad range of fire and emergency service experience eligible for promotion to LFF rank
- Physical fitness level appropriate to undertaking practical tasks allocated.
- Current Victorian Drivers Licence

Expected:

- It will be expected that the successful applicant will possess
- Accredited Workplace Assessor
- Accredited Workplace Trainer or equivalent

Desirable:

- Knowledge of the role and nature of the CFA as emergency service and community safety organisation
- Knowledge of CFA Act and regulations, policy and relevant Codes of Practice
- Experience in the operation of an integrated career and volunteer service

Appointments:-

- Positions will be filled by way of permanent appointment or for agreed periods of secondment not exceeding two years. Secondments will be in accordance with CFA/UFU agreement
- Hours of work will be according to the provisions of clause 11.2 of the Award (Employees not subject to 10/14 roster).

Prepared By: Manager, Training and Development

Date: 1 December 2000
(confirmed as correct by Angus McNeilage 12 Oct 01)

| | |
|---|---|
| Position Title: Instructor - Wildfire | Incumbent: |
| Department: | Location: Various |
| Reports To: Training Manager | Position Reporting to this Position: Nil |
| Primary Purpose of the Position: | |
| <p>Co-ordinate, develop, prepare and deliver appropriate wildfire training courses to CFA Volunteers and Career Firefighters/Fire Officers and CFA clients</p> <p>Co-ordinate human and physical resources associated with the delivery of wildfire training</p> <p>Provide advice and support for the development and delivery of wildfire training materials and programs</p> | |
| Key Result Areas | Key Performance Measures |
| <p>Co-ordinate, develop, prepare, deliver, assess and evaluate wildfire training programs for Volunteers, Career Firefighters/Fire Officers in Brigades, Regions, Areas and CFA industry clients</p> <p>Liaise with Brigades and CFA Industry Clients to ensure that delivery strategies implemented address the identified wildfire training needs</p> <p>Monitor and maintain the quality of wildfire training/courses delivered to ensure that client and appropriate industry standards are achieved</p> <p>Keep abreast of, and implement where appropriate new techniques, knowledge and technology related to wildfire training delivery</p> <p>All wildfire training to be conducted in a safe manner including coordination and overseeing of the safe use of training resources, the safety of all students, PAD Operators and Instructors whilst undertaking training and other practical drills within legislative requirements and agreed OH&S standards</p> <p>Control course expenditure within budgetary requirements</p> | <p>Course materials prepared and delivered within time frames and standards</p> <p>Course evaluation reports including recommendations are completed and actions initiated within agreed time frames</p> <p>Establish and maintain effective liaison with Brigades and Industry clients for area of responsibility.</p> <p>Ensure training/courses conducted conform to the requirements of the client and appropriate industry standards</p> <p>Provide advice on actions required to maintain quality delivery to client needs</p> <p>Monitor developments in research, provide advice and recommendations on changes to the Training Manager that relate to specific training</p> <p>Ensure that all OH&S requirements are identified and implemented for courses being co-ordinated</p> <p>Monitor the workplace to ensure requirements are being met</p> <p>Prepare recommendations for improving procedures where risks are identified</p> <p>Implement procedures once agreed</p> <p>Promote safe work practices to all staff and clients.</p> <p>Courses are conducted within budgetary constraints and policy guidelines</p> <p>Appropriate financial records are maintained</p> |

| Key Result Areas: | Key Performance Measures: |
|---|---|
| <p>Ensure appropriate selection and use of firefighting, communications, audiovisual and other plant and equipment in accordance with relevant CFA legislative and/or manufacturers specifications</p> <p>Undertake training development projects as directed</p> | <p>Ensure that appropriate equipment is selected and used in accordance with specified requirements</p> <p>Development projects undertaken and completed within agreed time frames</p> <p>Undertake all training and assessment within the principles specified in the CFA/UFU joint statement on operational training and assessment in CFA (See appendix b of CFA/UFU Operational Staff Agreement 2000)</p> |
| <p>Key Selection Criteria:</p> <ul style="list-style-type: none"> • Knowledge and ability to deliver high quality training on a wide range of wildfire related emergency management/emergency response/community safety subjects • Experience in the application of adult learning strategies and practices in industry • Effective interpersonal, written and verbal communication skills within a team environment • An understanding and experience in both the development and application of competency based training and assessment techniques. • Experience in the co-ordination of equipment, human, and administrative resources for training courses. • Ability to liaise with a wide variety of clients. • Ability to perform duties without supervision. • Ability to use computers and information technology systems and multimedia technology. • A basic knowledge of budgeting and financial control in relation to training delivery. | |
| <p>Essential Qualifications/Experience:</p> <p>Applicants for the position of Instructor - Wildfire must be able to satisfy the requirements as detailed below.</p> <p>Minimum Requirements</p> <ul style="list-style-type: none"> • Technical and management skills identified for CFA-s LFF/Crew Leader skills profile. • National training and assessment competency standards listed below; • Adequate and appropriate experience, commensurate to that of a LFF/Crew Leader • Physical fitness level appropriate to undertaking practical tasks allocated, and, • Current Victorian Drivers Licence <p>Technical Skills:</p> <p>Wildfire Behaviour 2 (2 28) Wildfire Suppression 2 (2 29) or equivalent</p> <p>Management Skills:</p> <p>Supervise Teams (3 15) or equivalent</p> | |

Training and assessment skills

Accredited Workplace Assessor
Accredited Workplace Trainer
or equivalent

Experience:

- Preference will be given to applicants who have served in a career or integrated firefighting agency for a minimum of 5 years and who can demonstrate significant practical experience in all facets of wildfire suppression.
- Undertaken supervisory roles at a type 2 or 3 wildfire, roles will have included: crew leader or strike team leader, sector commander, operations officer, incident controller. Broad range of experience in a wide variety of roles and incidents will be considered an advantage.
- Applicants must specify the nature of their experience and provide references and referees for the purposes of validating evidence.

NOTE: Instructors employed at this level will be required to reach preferred level detailed below within 12 months of appointment.

Preferred Requirements:

- The preferred entry requirements for the position are based on the;
- Technical and management skills identified for CFA's Fire Officer level/Sector Commander skills profile;
- National training and assessment competency standards listed below.

Technical skills:

Wildfire Suppression 3 (3-18)

| | |
|--|---|
| <p>Management Skills:</p> <ul style="list-style-type: none"> • Fire and Incident Operations (3 04) • Incident Control System - AIIMS (4 04) <p>Appointments:</p> <ul style="list-style-type: none"> • Positions will be filled by way of permanent appointment or for agreed periods of secondment for CFA employees (not exceeding two years) Secondments will be in accordance with CFA/UFU agreement | |
| <p>By: Manager, Training and Development</p> | <p>22 September 2000 (confirmed correct by Angus McNeilage – 12 Oct 01)</p> |

| | | | |
|---|--|--|-----------|
| Position Title: | Instructor | Incumbent: | |
| Department: | Learning and Development | Location: | Fiskville |
| Reports To: | Operations Manager- Training Delivery | Position Reporting to this Position: | Nil |
| Primary Purpose of the Position: | | | |
| Co-ordinate, develop, prepare and deliver appropriate training courses to CFA Volunteers and Career Firefighters/Fire Officers and CFA clients. Co-ordinate human and physical resources associated with the delivery of training. Provide advice and support for the development and delivery of training materials and programs. | | | |
| Key Result Areas | | Key Performance Measures | |
| <ol style="list-style-type: none"> 1. Co-ordinate, develop, prepare, deliver, assess and evaluate training programs for Volunteers, Career and Firefighting personnel and CFA clients. 2. Liaise with Brigades and CFA Clients to ensure that delivery strategies implemented address the identified training needs. 3. Supervise, co-ordinate and conduct training and educational sessions for volunteers, career personnel and CFA clients commensurate with their skills and competencies. 4. Monitor and maintain the quality of training/ courses delivered to ensure that client and appropriate industry standards are achieved. 5. Keep abreast of and implement where appropriate new techniques, knowledge and technology related to training delivery. 6. All training to be conducted using Safety First principles including coordination and overseeing of the safe use of training resources, the safety of all students, PAD Operators and Instructors whilst adhering to legislative requirements and agreed OH&S standards. 7. Control course expenditure within budgetary requirements. 8. Ensure appropriate selection and use of firefighting, communications, audiovisual and other plant and equipment in accordance with relevant CFA, legislative and/or manufacturers specifications. 9. Undertake training development projects as directed. | | <ul style="list-style-type: none"> • Course materials prepared and delivered within time frames and standards. • Course evaluation reports including recommendations are completed and actions initiated within agreed time frames. • Establish and maintain effective liaison with Brigades and CFA clients for area of responsibility. • Ensure training/courses conducted conform to the requirements of the client and appropriate industry standards. • Provide advice on actions required to maintain quality delivery to client needs. • Monitor developments in research, provide advice and recommendations to courses and/or training delivery to the Operations Manager that relate to specific training. • Ensure that all OH&S requirements are identified and implemented for courses being co-ordinated. • Monitor the workplace to ensure requirements are being met. • Prepare recommendations for improving procedures where risks are identified. Implement procedures once agreed. • Promote safe work practices to all staff and clients. • Courses are conducted within budgetary constraints and policy guidelines. • Appropriate financial records are maintained. | |

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| | |
|--|--|
| Key Result Areas: | Key Performance Measures: |
| | <ul style="list-style-type: none"> • Ensure that appropriate equipment is selected and used in accordance with specified requirements • Development projects undertaken and completed within agreed time frames • Undertake all training and assessment within the principles specified in the CFA/UFU joint statement on operational training and assessment in CFA. (See appendix b of CFA/UFU Operational Staff Agreement 2000). |
| Key Selection Criteria: <ul style="list-style-type: none"> • Knowledge and ability to deliver high quality training on a wide range of emergency management/emergency response/community safety subjects • Experience in the application of adult learning, strategies and practices in industry. • Effective interpersonal, written and verbal communication skills within a team environment • An understanding and experience in both the development and application of competency based training and assessment techniques. • Experience in the co-ordination of equipment, human, and administrative resources for training courses • Ability to liaise with a wide variety of clients • Ability to perform duties without supervision • Ability to use computers and information technology systems and multimedia technology. • A basic knowledge of budgeting and financial control in relation to training delivery and assessment | |
| Essential Qualifications/Experience: <ul style="list-style-type: none"> • A broad range of fire and emergency service experience, eligible for promotion to LF rank • Physical fitness level appropriate to undertaking practical tasks allocated. • Current Victorian Drivers Licence <p>NOTE: Successful applicants will be required to obtain Fire Officer qualifications within 12 months of appointment.</p> <p>Expected:</p> <ul style="list-style-type: none"> • It will expected that the successful applicant will possess: • Accredited Workplace Assessor • Accredited Workplace Trainer • or equivalent <p>Desirable:</p> <ul style="list-style-type: none"> • Knowledge of the role and nature of the CFA as emergency service and community safety organisation • Knowledge of CFA Act and regulations, policy and relevant Codes of Practice. | |

- Experience in the operation of an integrated career and volunteer service

Appointments:

- Positions will be filled by way of permanent appointment or for agreed periods of secondment not exceeding two years. Secondments will be in accordance with CFA/UFU agreement
- Hours of work will be according to the provisions of clause 11.2 of the Award (Employees not subject to 10/14 roster)

Prepared By: Manager Training and
Development

Date: 1 December 2000
(confirmed as correct by Angus McNeillage 12
Oct 01)

Commander classification duties include:

The "operations officer" duties described below where the words "operations officer" are read as "Commander" and the following:

- Apply knowledge and skills to demonstrate autonomy, judgement and defined responsibility:
 - in contexts that are subject to change
 - within broad parameters to provide specialist advice and functions
- Work in accordance with CFA Systems Conditions
- SSO skills utilised at the Commander level

OM classification duties include:

The "operations manager" duties described below where the words "operations manager" are read as "OM" and the following:

- Work in accordance with CFA Systems Conditions
- Commander skills utilised at the OM Level

POSITION TITLE: OPERATIONS OFFICER

POSITION DESCRIPTION:

Reports to:

- ! Reports to the Operations Manager.
- ! Provides support to the Area Management Team.

Primary Objectives of Position:

To assist the Operations Manager in the provision of leadership, management and direction to regional personnel, Brigades and Groups to ensure the effective emergency service preparedness and response within the Region.

To assist the Area Management team in the provision of leadership, management and direction to career and volunteer personnel, Brigades and Groups - to ensure effective delivery of a range of CFA activities including volunteer / brigade support, infrastructure planning/ maintenance, risk management, training and service delivery preparedness and response programs.

Key Result Areas:

- ! Regularly advise and report to the Operations Manager on service delivery preparedness and performance and future implications relating to issues and trends within the Area.
- ! Assist the Operations Manager(s) in managing career staff and supporting volunteer personnel, including reviewing performance, career planning, recruitment, Brigade support and administration.
- ! Within policy guidelines, undertake the role of media liaison and represent the CFA as required.
- ! Undertake risk management inspections, provide recommendations and ensure appropriate guidelines and procedures are adhered to and develop plans to address issues.
- ! Assist the Area Management team in ensuring CFA statutory requirements and Standing Operating Procedures are met. This will include provision of regular advice and reports on a range of issues affecting CFA emergency

POSITION TITLE: OPERATIONS OFFICER
DATED:

- preparedness and service delivery performance.
- ! Develop effective working relationships and liaise with other government bodies as required.
 - ! Assist the Risk Manager in facilitating community acceptance and responsibility for risks within their control.
 - ! Assist the Area management team in maintaining existing infrastructure and planning/implementing future infrastructure requirements.
 - ! Develop and promote CFA as a professional community service organisation and adopt a total risk management approach within the Service Area.
 - ! Provide support in emergency management through participation in the Incident Control System.
 - ! Support the Risk Manager in:-
 - developing an accurate risk profile for the Area covering wildfire, structural fire and dangerous goods environment.
 - establishing an effective risk management plan for the Area.
 - monitoring and assessing the effectiveness of risk management strategies and compliance with regulator responsibilities.
 - delivering and co-ordinating risk management programs (eg., Fire Protection, Fire Prevention, Juvenile Fire Awareness and Community Fireguard).
 - developing effective networks within the community to manage risks.
 - ! Support the Training Manager in:-
 - developing and implementing a training and development strategy and program that addresses the technical and career development needs of personnel and meets the CFA corporate policy and Area business objectives.
 - undertaking a needs analysis to determine the technical and career development requirements of career and volunteer personnel within the Area.
 - developing and implementing integrated career development and succession planning for the Area.

POSITION TITLE: **OPERATIONS OFFICER**
DATED:

-the management, functioning and forward planning of field training grounds and undertake the role of Field Training Ground Executive Officer if required.

- Provide support to the Training Manager in the delivery, co-ordination of training and identification of Regional training requirements
- Contribute to the development of the Budget and ongoing management of expenditure.

| | |
|--|------------------|
| POSITION TITLE: Operations Manager | |
| POSITION NO: | INCUMBENT |
| DEPARTMENT: | LOCATION: |
| REPORTS TO: Operations Manager reports to Area Manager on implementation of CFA policy. Operations Manager reports to the Chief Officer for emergency management. | |
| PRIMARY OBJECTIVES OF POSITION: Provide leadership, management and direction to regional personnel, Brigades, Groups and service delivery points to ensure the effective emergency service delivery and preparedness within the Region. | |
| KEY RESULT AREAS | |
| <ul style="list-style-type: none"> • Providing leadership, management and day to day support to Groups and Brigades to ensure fire and emergency operations are co-ordinated, plans are prepared and incident response is efficient and effective. • Identification of regional emergency service delivery needs and resource requirements. • Providing leadership, support and direction to the Regional Planning Committee and assuming responsibility for its successful operation. • Developing, implementing and regularly evaluating the Regional Operational Management Plan to ensure it reflects corporate priorities and encompasses key operational performance indicators and targets. • Ensuring that arrangements exist for the effective and efficient co-ordination and deployment of Brigade and Group personnel and other resources within and outside of the Region and with other organisations. • Ensuring a customer service focus for emergency service delivery within the Region. • Developing and promoting the CFA as a professional community service organisation. • In situations of fire and/or emergency and at the direction of the Chief Officer, assuming direct command of CFA personnel and control of support resources participating in the Incident Control System (ICS). • Regularly advising and reporting to the Area Manager on the key emergency service delivery and preparedness performance and management aspects of the Region. • Developing effective working relationships and co-operative arrangements with other emergency services, Government agencies, Local Government, Industry and other community-based organisations. • Playing a lead role in the Regional Displan Committee. • Supporting and developing the provision of integrated emergency services to the Victorian community. | |

SCHEDULE 12 – COMPETENCY FRAMEWORK FOR PROGRESSION TO AND WITHIN OMS / COMMANDERS

The provisions of this schedule are to be read in conjunction with progression provisions in the main sections of this enterprise agreement.

| Rank and Level | Competencies (Operational) | Competencies (Management Human Resources Administration) | Comment |
|---------------------------|--|---|--|
| Commander: Level 1 | All Station Officer competencies 4.16 Leadership and Team Management 4.02 Pre Incident Planning 4.03 Ops Management 4.04 Incident Control Systems 5.04 Incident Management Skills | All Station Officer competencies 4.20 Fire Law | |
| Commander: Level 2 | 5.02 Incident Planning | 5.11 Resources | The Region Duty Officer responsibilities include |

5.05 Operational Management 2 the training provided at this level.

4.25 Prescribed Burning 2 (theory component only)

Commander: Level 3

5.03 Management 5.10 Logistics Finance Budgets

5.12 Planning and Managing Change

5.06 Project Management

| Rank and Level | Competencies (Operational) | Competencies (Management Human Resources Administration) | Comment |
|---------------------------|-----------------------------------|---|----------------|
| Commander: Level 4 | 6.02 Major Operations Management | 6.03 Policy and Legislation | |
| | | 5.13 Occupational Health and Safety Management | |

NOTE: The parties acknowledge that AFCs are to be converted to PSTPs and will be determined via the consultative committee processes.

SCHEDULE 13– CLASSIFICATIONS

Listed below are the additional positions, covered by this agreement, to which the terms and conditions of OM and Commander contained in this agreement will apply. Any variations, additions or deletions will not be unilaterally implemented but will be dealt with under the provisions of Clause 10 – Variation of Agreement and Clause 21 – Consultation.

All OMs plus:

- OM – Learning and Development
- OM – Training Delivery
- OM – HQ Operations
- OM – Wildfire Policy & Planning
- OM – CFA CAD Operations
- OM – Protective Equipment
- OM – BEST Project
- OM – Performance Improvement Officer
- OM – Structural Fire Planning
- OM - Specialist Response
- OM - Staff Officer to CO & DCOs
- OM - Fire Investigation*
- OM – Major Events, Security
- OM – Human Resource Planning
- OM (Regional Commander) – 8 positions

The above positions may be replaced or retitled as agreed.

* The incumbent Manager Fire Investigation will continue to hold the position until she leaves of her own accord. Her replacement will hold the rank and title of OM - Fire Investigation.

All Commanders plus:

- Commander in Charge – Integrated Brigade
- Commander – Specialist Response
- Commander – Training
- Commander – Training Distant Education & AIIMS Coordinator
- Commander – State Aircraft Unit
- Commander – FIRS

Commander – State Driving Coordinator
Commander - Specialist Response 3 (from 1) Positions
Commander - Training (IMT) multiple positions
Commander - Scientific
Commander - Fire Investigation 4 Positions
Commander – Reliever

Secondment Positions either Commander or OM (when occupied), currently being:

Commander/OM – Office of Emergency Service Commissioner
Commander/OM – OH&S
Commander/OM – Worksafe (Major Hazards Officer)
Commander/OM – Fire Service Liaison Officer at CTCU
Other agencies as agreed by the parties

Work locations for the above positions to be determined by the CFA UFU Consultative Committee.

SCHEDULE 14 – COMMUNICATIONS TECHNICAL SERVICES OFFICERS (CTSO) SALARY STRUCTURE

| LEVEL | PAY POINT | Current Weekly Wage | 1 November 2015 5% | 1 May 2016 5% | 1 November 2016 1.5% | 1 May 2017 1.5% | 1 May 2018 3% | 1 May 2019 3% |
|---------------|-----------|---------------------|-----------------------|------------------|-------------------------|--------------------|------------------|------------------|
| CTSO 3 | PP6 | 1,699.74 | 1,784.72 | 1,873.96 | 1,902.07 | 1,930.60 | 1,988.52 | 2,048.18 |
| | PP5 | 1,666.40 | 1,749.72 | 1,837.21 | 1,864.77 | 1,892.74 | 1,949.52 | 2,008.01 |
| | PP4 | 1,633.74 | 1,715.43 | 1,801.20 | 1,828.22 | 1,855.64 | 1,911.31 | 1,968.65 |
| | PP3 | 1,601.71 | 1,681.79 | 1,765.88 | 1,792.37 | 1,819.26 | 1,873.83 | 1,930.05 |
| | PP2 | 1,570.30 | 1,648.81 | 1,731.26 | 1,757.22 | 1,783.58 | 1,837.09 | 1,892.20 |
| | PP1 | 1,539.50 | 1,616.47 | 1,697.29 | 1,722.75 | 1,748.59 | 1,801.05 | 1,855.08 |
| CTSO 2 | PP4 | 1,509.32 | 1,584.78 | 1,664.02 | 1,688.98 | 1,714.32 | 1,765.75 | 1,818.72 |
| | PP3 | 1,479.72 | 1,553.71 | 1,631.40 | 1,655.87 | 1,680.70 | 1,731.13 | 1,783.06 |
| | PP2 | 1,450.71 | 1,523.25 | 1,599.41 | 1,623.40 | 1,647.75 | 1,697.18 | 1,748.10 |

| CTSO 1 | | PP1 | 1,422.26 | 1,493.37 | 1,568.04 | 1,591.56 | 1,615.43 | 1,663.90 | 1,713.81 |
|--------|--|-----|----------|----------|----------|----------|----------|----------|----------|
| PP5 | | | | | | | | | |
| PP4 | | | 1,394.39 | 1,464.11 | 1,537.31 | 1,560.37 | 1,583.78 | 1,631.29 | 1,680.23 |
| PP3 | | | 1,367.03 | 1,435.38 | 1,507.15 | 1,529.76 | 1,552.70 | 1,599.29 | 1,647.26 |
| PP2 | | | 1,340.23 | 1,407.25 | 1,477.61 | 1,499.77 | 1,522.27 | 1,567.94 | 1,614.97 |
| PP1 | | | 1,313.95 | 1,379.65 | 1,448.63 | 1,470.36 | 1,492.42 | 1,537.19 | 1,583.31 |

Progression

Progression of an employee from one pay point to another within a level will be in accordance with the Pay Point Progression Eligibility, as defined in the PP&R process.

The PP&R Process is currently as provided in the document included in the exchange of letters that finalised the above structure. Any change will follow consultation between the parties.

Classification Descriptions

The classification descriptions for CTSO 1, 2 & 3, that provide for each level were position descriptions agreed and included with the exchange of letters that finalised the above structure. Any change will follow consultation between the parties.

This is the document referred to at clause 162 of Part D of this agreement.

SCHEDULE 15 – WILD FIRE DUTIES

Different classifications include within their roles, different duties on strike teams, as explained further in the table below.

| Duties | Technical Skills involved | Rank | Endorsement Not Previously Performed Role |
|--------------------|--|--|--|
| Crew | Minimum Skills | Minimum Skills and LFF as Crew Leader | |
| Crew Leader | Wildfire Behaviour & Suppression 2 & Endorsement | LFF (Qualified) plus experience operating at LFF level, plus Wildfire Behaviour and Suppression 2, plus Endorsement (Based on previous experience at wildfires), plus Strike Team to have career staff at strike team leader. Opportunity offered and role accepted. | Work with SO's or experienced LFF's who have previous experience as STL, Wildfire Behaviour plus Suppression 2 or above, may include nominated wildfire instructors plus OIC and OM endorsement. |
| Strike Team Leader | Crew Leader plus Endorsement | SO (Qualified or above) plus experience operating at SO level plus Wildfire Behaviour & Suppression 2, plus Endorsement (based on previous experience, plus Sector to have career staff as part of the team. Opportunity offered and role accepted. | Work with SO's who have previous experience as STL, Wildfire Behaviour plus Suppression 2 or above, may include nominated wildfire instructors plus OIC and OM endorsement. |

| Duties | Technical Skills involved | Rank | Endorsement Not Previously Performed Role |
|--------------------|--|--|---|
| Sector Commander | Wildfire Suppression 3 plus Endorsement | SO (experienced at incident management level, maybe at structural level) plus experience operating at SO level for a number of years, plus Wildfire Behaviour and Suppression 2, plus Endorsement (based on previous experience), plus previous experience as Strike Team Leader or Sector Leader. Sector to be properly resourced - at least 3 people. Opportunity offered and role accepted. | Work with SO's who have previous experience as STL, Wildfire Behaviour plus Suppression 2 or above, may include nominated wildfire instructors plus OIC and OM endorsement. |
| Division Commander | Sector Commander plus demonstrated capacity to carry out the role. | | |

NOTE: The parties acknowledge that AFCs are to be converted to PSTPs and will be determined via the consultative committee processes.

Ground Observer Crews

- Professional Ground Observer Crews shall consist of 3 members holding a minimum of the following ranks and qualifications;
- A Professional Career Leading Firefighter holding a Ground Observer Qualification
- A Professional Career Fire Fighter Level two holding a Ground Observer Qualification
- A Professional Career Fire Fighter Level One trained and endorsed to drive vehicles off road.

To become qualified as a Ground Observer personnel must have completed a Ground Observer training course and the following pre requisite training courses;

- PUAOHS002B- Maintain safety at an incident scene
- PUATE001B – Drive vehicle under operational conditions
- PUAOPE003B – Navigate in urban and rural environments
- Introduction to AIIMS
- Intermediate Bushfire Behaviour
- Fire Weather 1
- PUAFIR303B Suppress wildfire
- Grassland Curing online training
- Have practical experience in a range of bushfire environments

Staff holding a Ground Observer qualification will be provided the opportunity to complete a minimum of 1 day skills maintenance annually.

SCHEDULE 16– SECONDMENT PROGRAM

On the commencement of this Agreement and on 1 September of each year this Agreement is in operation, the CFA and MFB, in agreement with the UFU, will offer the agreed secondment program training for 12 CFA career firefighters and 12 MFB career firefighters.

The agreed secondment program will only be for employees that hold the rank of Leading Firefighter or above.

The secondee must hold the same or equivalent rank as that of the position to which they are being seconded;

The advertisement for the agreed secondment program will be offered on 1 September each year and on the commencement of this Agreement, and the application period will remain open for 8 weeks.

The selection of the applicants and their appointment to a position will be on an agreed merit based process. Any unsuccessful applicant can use the dispute resolution process in accordance with this Agreement.

The agreed secondment program training is attached at Schedule 17.

The CFA shall follow the Secondment Agreement as attached in Schedule 17.

The agreed secondment program training will commence on 1 December each year and 12 weeks after the commencement of this Agreement.

Secondments in the agreed secondment program will be for a period of one year, with the option of extending the secondment for a further period of one year at the employee's discretion. Any further extensions will be by agreement of the parties.

In addition where ongoing vacancy problems arise or if requested by the UFU, the parties may agree to institute additional agreed secondment programs.

Where the UFU or the CFA has identified a need to second to a long-term vacant position, the following shall apply:

- The vacant position will be filled by secondment for no longer than 2 years;
- Secondment will only be into positions that hold the rank of Leading Firefighter, Station Officer or above;
- The person seconded into the position (the secondee) must be from the MFB.
- The secondee must hold the same or equivalent rank as that of the position to which they are being seconded;

The agreed secondment training is attached at Schedule 17.

The CFA shall follow the Secondment Agreement as attached in Schedule 17.

SCHEDULE 17– SECONDMENT

The agreement on secondment opportunities are below and are to be read in conjunction with clause 48 and Schedule 16:

Purpose

The secondment program between CFA and MFB has been developed to enhance interoperability and understanding between agencies. This is an agreed policy between CFA and MFB and outlines the process and management of the secondment program.

The intent of the policy is that no employee will be disadvantaged. Provide the most effective and efficient way to manage the secondment program for both the employee and employer. Enhance interoperability and understanding between agencies.

Definitions

Permanent employer means the organisation where the employee's ongoing employment contract remains.

Secondee means a CFA or MFB employee participating in the secondment program.

Secondment or host employer means the organisation hosting an employee on the secondment program.

1. Recruitment & Selection

Expression of interest will be sought for an initial 12 month period for secondment to specific CFA and MFB positions and / or locations.

1.1.

1.2. The specific number, rank and location of 'secondment' positions will be determined and agreed between the CFA and MFB prior to the commencement of each secondment program. The initial secondment program will be targeted at 12 secondees for each agency.

The secondment of employees between the CFA and MFB is to be on a reciprocal basis and preference that a secondee be at an equivalent rank.

Application Process

1.3. The CFA and MFB will advertise the secondment positions across 2 roster periods to ensure all eligible employees have an opportunity to consider participation.

1.4. During the advertisement period the CFA and MFB will conduct information briefing sessions. Attendance at these briefing sessions will be on a voluntary basis at no cost to either agency.

1.5. Employees who wish to participate in the secondment program shall submit a:

- cover letter addressing key selection criteria and their preferred work location(s);
- current resume which sets out the applicants qualifications, skills and experience; and
- written reference from a immediate manager endorsing the employee's participation in the secondment program.

Selection Process

- 1.6. A cross agency selection panel will be convened to review and select applicants to participate in the secondment program.
- 1.7. The selection panel shall be comprised of one:
 - CFA representative;
 - MFB representative; and
 - EMV representative.

Where required input from the relevant HR department can be obtained.

- 1.8. A CFA and MFB representative liaison officer nominated by the respective agencies Chief Fire Officer may assist the selection panel and the administration of the secondment program.
- 1.9. The panel will oversee the selection for both secondments within CFA and MFB.
- 1.10. Applicants who complete all applicable selection processes and meet all of the selection criteria may be eligible for a secondment with the CFA and MFB.
- 1.11. The CFA and MFB reserve the right not to make an appointment to a secondment position in the case where there is more applicants than positions.
- 1.12. Appointment to a secondment position will not affect the employee's ongoing employment with their permanent employer. Unless otherwise agreed, the position vacated by the employee should be the position to which they will return at the end of the secondment period. The vacated position may only be filled on a fixed term basis to a date no later than the last day of the secondment period.

2. Secondment Administration

- 2.1. A secondee will be paid by the host agency.
- 2.2. The terms and conditions of the secondee will be in line with the host agency's enterprise agreement, except for secondees to the MFB, who will receive the relocation provisions from the host agency as outlined in section 3 of this policy.
- 2.3. Any negative variation to the normal weekly salary of a secondee whilst in the employ of the host agency, will be made up by the host agency. The term 'normal weekly salary' relates to the regular wage (including pre secondment allowances that are regular and ongoing) that a secondee receives from their permanent employer.
- 2.4. This process and payment should occur in a timely manner, no later than a month.
- 2.5. The agencies HR/Payroll Departments will work closely to assist in a seamless transition for the secondees into and out of the Secondment Program.
- 2.6.

3. Relocation Provisions

- 3.1. Relocation Eligibility

Secondment program relocation assistance is available to secondees who elect to relocate where the secondment appointment location is 100kms or greater away from their current home

location. A copy of the rental agreement is required to be supplied to the employer to determine eligibility.

Secondees are only eligible to claim furniture removal, reconnection fees, relocation assistance leave and the disturbance allowance once per the secondment appointment.

3.2. Rental Expenses

Reimbursement of rental expenses will be paid to eligible employees on the secondment program. Eligible secondees are available to claim up to \$400 per week. Housing above this will be reviewed on a case-by-case basis and determined by the host employer. Genuine consideration above the amount detailed will be given by the host employer. Securing rental housing is the responsibility of the secondee. Reimbursement of rental expenses will be either directly paid or reimbursed to eligible employees.

3.3. Furniture Removal

Furniture removal and relocation costs will be reimbursed up to \$5,000.

Where the replacement value of contents exceeds \$100,000 notification must be given to the Insurance Claims Coordinator prior to the removal.

The insurance policy excludes loss or damage to cameras, glasses, jewellery, trinkets, precious stones, furs, deeds, stamps, money, groceries, foodstuffs and liquor. The policy is also limited to a maximum of 15% of the total sum insured for any one item.

In the event of a claim, any loss or damage must be reported to the Insurance Claims Coordinator as soon as the loss or damage is detected.

3.4. Reconnection Fees

Standard utility connection or reconnection fees for electricity, gas, water and telephone services will be reimbursed.

Costs incurred outside standard utility reconnection fees will not be covered.

3.5. Relocation Assistance Leave

Relocation Assistance Leave of up to 5 days may be approved at the discretion of the relevant ACO to:

- Assist employees to source a residence at the new work location;
- Coordinate school arrangements for children;
- Complete packing, moving and unpacking of furniture and household effects.

The ACO may approve additional Relocation Assistance Leave based on individual circumstances.

3.6. Disturbance Allowance

A Disturbance Allowance of \$1,000 will be paid to compensate for the disturbance factors associated with relocation. This allowance is to assist with accommodation and meal expenses when visiting the new locality to source housing.

This allowance is subject to Pay As You Go (PAYG) withholding tax.

If receipts are provided, the relevant portion of the \$1,000 will be considered a reimbursement and will therefore not be subject to PAYG withholding tax. over one month on a case by case basis, where supporting evidence is provided

3.7. Temporary Accommodation

The intent of this process is to support secondees who are unable to secure housing prior to the commencement of the secondment program. Temporary accommodation may be secured because a suitable rental property is not immediately available at the new work location. Eligible secondees will be either reimbursed or will have temporary accommodation directly paid for an initial period up to 1 month. The employer will consider reimbursement of temporary accommodation over one month on a case by case basis, where supporting evidence is provided

Temporary accommodation includes but is not limited to: holiday type accommodation, hotel/motel; residing in accommodation for a fee but not subject to a residential tenancy agreement (unless residential tenancy agreement is for up to 1 month). Payment will not be unreasonably withheld.

3.8. Travel Expenses

Reasonable accommodation, meal expenses and travel expenses will be paid for an employee and their immediate family for one trip when visiting the new work location to source housing. Additional trips may be supported at the discretion of the host employer. Prior approval for more than one trip is required from the employer.

4. Other

Deployment of Secondee

- 4.1. A secondee to CFA will have an appointed home location and will not be eligible to transfer within CFA.
- 4.2. A secondee to MFB will be appointed in accordance with the rostering arrangements that are applicable to MFB employees.
- 4.3. The secondment program doesn't prevent secondees applying for permanent transfer or promotion with their permanent employer, as long as the 12 month minimum requirement for a secondee is fulfilled.
- 4.4. CFA and MFB may provide where practicable a development opportunity at another CFA/MFB location for a 28 day duration within the 12 months.

Training & Development

- 4.5. CFA/MFB will provide to successful secondees development opportunities at times determined by CFA/MFB. Development opportunity plans would be developed between OIC and secondee upon commencement. Development opportunities will not be unreasonably withheld.
- 4.6. To ensure no disadvantage, a secondee would be released from duty to attend promotional programs provided by their permanent employer where appropriate.

Management of Secondee

- 4.7. The secondee must adhere to secondment employers code of conduct, behavioural, equity and diversity policies.

- 4.8. The management of any disciplinary action or performance management issues that arise will be the responsibility of the permanent employer, in consultation with the host employer and the UFU.

Attending Consultation and Union Meetings

- 4.9. Secondees who have employee representative duties will be facilitated throughout their secondment.

5. Conclusion of the Secondment

- 5.1. Prior to the conclusion of the 12 month fixed term appointment the parties to the secondment policy [CFA/MFB/EMV/Secondee] have three options to consider;

- 5.1.1. Return to MFB/CFA [end secondment period]

- 5.1.2. Extend secondment for an additional 6 -12 months by agreement between the parties

- 5.1.3. A secondee may apply for permanent employment in the host agency. Such permanent employment may be considered on a case by case basis and approval will not be unreasonably withheld.

- 5.2. To ensure continuous improvement, there will be an exit interview conducted by the respective liaison officer.

This policy adopts a different approach from the secondment program developed in 2011. The policy consists of a more streamlined and efficient for both the employee and employer and fulfils the enhancement of interoperability and understanding between agencies.

CFA (LFF & SO) Secondment Conversion Course

| | | | | | | | | | |
|------------------|--|--|--|--|-------|--|--|--|--|
| | 8:30 | 9:30 | 10:30 | 11:30 | 12:30 | 13:30 | 14:30 | 15:30 | 16:30 |
| Monday Week 1 | Welcome to the course | Intro to course content and outcomes, Site induction | Wildfire 3 | Wildfire 3 | Lunch | Wildfire 3 | Wildfire 3 | Wildfire 3 | Wildfire 3 |
| Tuesday Week 1 | Fire Weather | Fire Weather | Fire Weather | Fire Weather | Lunch | Fire Weather | Fire Weather | Fire Weather | Fire Weather |
| Wednesday Week 1 | Fire Weather | Fire Weather | Fire Weather | Fire Weather | Lunch | Fire Weather | Fire Weather | Fire Weather | Fire Weather |
| Thursday Week 1 | Wildfire 3 | Wildfire 3 | Wildfire 3 | Wildfire 3 | Lunch | Wildfire 3 | Wildfire 3 | Wildfire 3 | Wildfire 3 |
| Friday Week 1 | Wildfire 3 | Wildfire 3 | Wildfire 3 | Wildfire 3 | Lunch | Finish | Finish | Finish | Finish |
| | 8:30 | 9:30 | 10:30 | 11:30:00 | 12:30 | 13:30 | 14:30 | 15:30 | 16:30 |
| Monday Week 2 | Uniform Fitting | Uniform Fitting | Uniform Fitting | Uniform Fitting | Lunch | Uniform Fitting | Uniform Fitting | Uniform Fitting | Uniform Fitting |
| Tuesday Week 2 | CFA Organisation - Structure and History - The roles and responsibilities of CFA, The Organisational Structure under which CFA Operates, Rank Structure - Volunteers and Staff | CFA Organisation - Structure and History - The roles and responsibilities of CFA, The Organisational Structure under which CFA Operates, Rank Structure - Volunteers and Staff | CFA Organisation - Structure and History - The roles and responsibilities of CFA, The Organisational Structure under which CFA Operates, Rank Structure - Volunteers and Staff | CFA Organisation - Structure and History - The roles and responsibilities of CFA, The Organisational Structure under which CFA Operates, Rank Structure - Volunteers and Staff | Lunch | CFA Organisation - Structure and History - The roles and responsibilities of CFA, The Organisational Structure under which CFA Operates, Rank Structure - Volunteers and Staff | CFA Organisation - Structure and History - The roles and responsibilities of CFA, The Organisational Structure under which CFA Operates, Rank Structure - Volunteers and Staff | CFA Organisation - Structure and History - The roles and responsibilities of CFA, The Organisational Structure under which CFA Operates, Rank Structure - Volunteers and Staff | CFA Organisation - Structure and History - The roles and responsibilities of CFA, The Organisational Structure under which CFA Operates, Rank Structure - Volunteers and Staff |
| Wednesday Week 2 | CFA Legislation | CFA Legislation | CFA Legislation | CFA Legislation | Lunch | CFA Legislation | CFA Legislation | CFA Legislation | CFA Legislation |
| Thursday Week 2 | CFA EBA/Intranet | CFA EBA/Intranet | CFA EBA/Intranet | CFA EBA/Intranet | Lunch | CFA EBA/Intranet | CFA EBA/Intranet | CFA EBA/Intranet | CFA EBA/Intranet |
| Friday Week 2 | Wildfire TEWT | Wildfire TEWT | Wildfire TEWT | Wildfire TEWT | Lunch | Wellbeing Session | Wellbeing Session | Finish | Finish |
| | 8:30 | 9:30 | 10:30 | 11:30 | 12:30 | 13:30 | 14:30 | 15:30 | 16:30 |
| Monday Week 3 | Specialist Appliances | Specialist Appliances | Specialist Appliances | Specialist Appliances | Lunch | Specialist Appliances | Specialist Appliances | Specialist Appliances | Specialist Appliances |
| Tuesday Week 3 | Driving/Pumping | Driving/Pumping | Driving/Pumping | Driving/Pumping | Lunch | Driving/Pumping | Driving/Pumping | Driving/Pumping | Driving/Pumping |
| Wednesday Week 3 | Driving/Pumping | Driving/Pumping | Driving/Pumping | Driving/Pumping | Lunch | Driving/Pumping | Driving/Pumping | Driving/Pumping | Driving/Pumping |
| Thursday Week 3 | Incident Management system | Incident Management system | Incident Management system | Incident Management system | Lunch | VICFire/Assignment Areas, Escalation tables | VICFire/Assignment Areas, Escalation tables | Finish | Finish |
| Friday Week 3 | Area Familiarisation | Area Familiarisation | Area Familiarisation | Area Familiarisation | Lunch | Area Familiarisation | Area Familiarisation | Graduation | Graduation |

MFB (LFF & SO) Secondment Conversion Course
Week 1

| | Monday | Tuesday | Wednesday | Thursday | Friday |
|-------|---|---|--|---|--|
| 8:00 | Program induction ACFO Coordinator other | Welcome CEO/CO Other Dignitaries | MkV Pumper MkV Pump/Tank Overview of appliances Overview of capacity | Practical Review Mk V Foam simulation | Station Administration Firecom REll Shift changes Time sheets Petty cash Standby's/Recalls |
| 9:00 | | | | | |
| 10:00 | Morning Tea | Morning Tea | Morning Tea | Morning Tea | Morning Tea |
| 10:15 | Training College induction Locker Computers FOBS Facilities | Administration Introduction to: Computers/Intranet Policy Library | Practical | Practical | |
| 11:00 | | | | | |
| 12:00 | Lunch | Lunch | Lunch | Lunch | Lunch |
| 13:00 | PPC Station Wear Clean/Dirty areas Uniform fitting | Organisational awareness Corporate Structure Regulations and policies | Practical | MFB Appliances(specialist) View and give out hand out material. | AIRS2 |
| 14:00 | | | | | |
| 14:30 | Afternoon Tea | Afternoon Tea | Afternoon Tea | Afternoon Tea | Afternoon Tea |
| 14:45 | Other requirements | H/R functions Workplace behaviour EMR | Practical | MFB Appliances Capabilities Uses PODS | Alarm Assessment |
| 16:00 | | | | | |

Week 2

| | Monday | Tuesday | Wednesday | Thursday | Friday |
|-------|--|---|--|--|---|
| 8:00 | Program forum Review of previous week | Breathing Apparatus Theory Procedures | Review BA Practical | Major infrastructure High rise Visit high rise building Look at fire safety systems | Review FIA Driving Department Peer Group |
| 9:00 | GARS | | | (SO Bob Hedrington) | |
| 10:00 | Morning Tea | Morning Tea | Morning Tea | Morning Tea | Morning Tea |
| 10:15 | GARS Radio Procedures | Breathing Apparatus Dräger Sets Bodyguard Procedures Buddy breathing | Breathing Apparatus Encapsulated suits Trolley Pod Bus Visit 38 station | Major infrastructure | Hazmat Major hazards facility |
| 11:00 | | | | | Visit |
| 12:00 | Lunch | Lunch | Lunch | Lunch | Lunch |
| 13:00 | AIMS | Breathing Apparatus Practical | Major Infrastructure Citylink | Major Infrastructure MURL | Major hazards facility |
| 14:00 | | | Visit | Visit | Community Safety Educational Programs |
| 14:30 | Afternoon Tea | Afternoon Tea | Afternoon Tea | Afternoon Tea | Afternoon Tea |
| 14:45 | IMS | Breathing Apparatus Practical | Major Infrastructure | Major infrastructure | Community Safety |
| 16:00 | | | | | |

Week 3

| | Monday | Tuesday | Wednesday | Thursday | Friday |
|-------|--|---|--|---|----------------------------|
| 8:00 | Week-2 Review 1 Hr. | MMR Radios Procedures Use Wordbacks etc Brigade Terminology FSCC | Roles and Responsibilities Rank LFF SO SSO Commander | Station Administration (all day) Keys Requisitions Occurrence Book Sick & absent Medical Certification Dry cleaning | QRae Personal gas detector |
| 9:00 | Emergency Management Department MFB Display Visit to No.10 Station | | | | |
| 10:00 | Morning Tea | Morning Tea | Morning Tea | Morning Tea | Morning Tea |
| 10:15 | MFB Display HART Trench Rescue Heavy Rescue Confined Space USAR | MMR Radios (SO Darren Williams) | Aircraft/Airport Procedures Ships, Docks and Ports Inland waters | Station Administration | Tac Stick |
| 11:00 | Visit to No. 10 Station | | | | |
| 12:00 | Lunch | Lunch | Lunch | Lunch | Lunch |
| 13:00 | WER Visit No.2 Stn and visit to North Wharf | FSCC | Visit Melbourne Airport Docks | Station Administration | Practical (Review) |
| 14:00 | | | | | |
| 14:30 | Afternoon Tea | Afternoon Tea | Afternoon Tea | Afternoon Tea | Afternoon Tea |
| 14:45 | Hazmat Decon. Procedures Scientific Officer | FSCC | Visit Melbourne Airport Docks | Station Administration | Practical (Review) |
| 16:00 | | | | | |

Legend ■ Intro/induction Admin Practical Station Visit Off-site visit Departmental Procedures

SCHEDULE 18– CONDUCT RESOLUTION

CONDUCT RESOLUTION CLAUSE:

1.A INTRODUCTION

1. GENERAL MATTERS

1.1 Procedural Fairness

The processes and steps set out in this clause will be followed in accordance with the principles of procedural fairness. Those principles include but are not limited to:

- 1.1.1A An Employee is entitled to be represented by the UFU or another person of their choice at any stage of the processes and steps set out in this clause.
- 1.1.1B The employee is entitled to a fair opportunity to respond to allegations.
- 1.1.1 The employer will clearly express proper reason(s) for raising a concern(s) regarding an employee's performance and/or conduct (including its effect on the safety and welfare of other employees or the community).
- 1.1.2 The employee will be notified of misconduct concern(s) and reason(s).
- 1.1.3 The employee will be given an opportunity to respond to the concern (s) and any reason(s) provided by the employer related to the alleged concern regarding an employee's performance and/or conduct.
- 1.1.4 The employee will be given an opportunity to have a support person and/or a representative present to assist at any discussions.
- 1.1.5 At every stage of the processes and steps outlined in this clause, the employee will have a right to have his or her position recorded in writing.

1.2 General Principles

The application of this clause will be in accordance with the following principles:

- 1.2.1 Advising the Employee regarding the purpose of any meetings
- 1.2.2 Providing the Employee with particulars of the informal and formal process and steps to be followed
- 1.2.3 Providing a reasonable opportunity for the Employee to seek advice from the Union or a representative of their choice before the process commences
- 1.2.4 Clearly expressing to the employee proper reason(s) for raising a concern(s) regarding the employee's conduct in writing
- 1.2.5 Providing the Employee, with an opportunity to respond to all allegations made by the employer related to the alleged concerns
- 1.2.6 Providing the employee, if they elect at any and every step of the process to have his or her responses recorded in writing
- 1.2.7 Providing the Employee with an opportunity to have a representative present to assist at any discussions
- 1.2.8 Allowing the Employee a fair opportunity to provide details and evidence of any mitigating circumstances

- 1.2.9 There will be no inordinate delay in all matters processed in accordance with this clause,
- 1.2.10 The employer must provide full and proper reasons in writing at the time of making decisions that affect the employee
- 1.2.11 The employee will be provided with details of all acts, facts, matters, things and circumstances in respect of any allegations including all documentation, so as the employee is in the best position to answer any allegations levelled at him/her
- 1.2.12 Supporting evidence directly related to the dispute in question, including, exculpatory evidence and information arising from any investigation will not be withheld from the employee and/or representative, unreasonably.

1.3 Transformative Justice and Mutual Resolution

1.3.1

- A) It is acknowledged that there is a considerable amount of public money invested in training and developing a firefighter as such the concept of transformative justice shall apply.
- B) The processes and steps set out in this clause shall be applied in accordance with , and having primary regard to, the concept of “transformative justice”.
- C) The core aim of “*transformative justice*” is an approach that focuses on appropriate action to support the parties to address and restore conduct and transform the parties to future best practice conduct.
- D) As part of transformative justice, some outcomes, agreed by the parties might include education, training and other agreed forms of support and/or assistance.

1.3.2 During the processes set out in this clause, the CEO or employer delegate, the employee or the employee’s representative may elect to have the matter referred to an independent mediator to facilitate and endeavour to mutually settle the matter through mediation. This opportunity is provided for in Step 2 of the process, Clause 3.5.2, but where the parties involved agree, the opportunity may be invoked throughout the steps set out in clause 3.5.3 and 3.5.4 of the process. Mediations will be in confidence and without prejudice to proceedings arising if mutual resolution is not settled.

1.3.3 In addition to the provisions of clause 1.3.1 and 1.3.2, a specific transformative justice step is included in the processes set out in clause 3.5.2 as step 2 in the processes under this clause.

1.3.4 All parties involved in the processes set out in this clause (Conduct Resolution Clause) must maintain the privacy and confidentiality of the processes.

2. ASSESSMENT

2.1 When a matter is brought to the attention of the employer, it will assess the allegations based on the evidence, nature and seriousness of the allegations. Such assessment will be conducted with impartiality and fairness.

- 2.2 The employer will assess:
- 2.2.1 whether there is sufficient information to determine that the allegations, if proven, would constitute misconduct (including serious misconduct); and
 - 2.2.2 where there is sufficient information, whether to proceed in accordance with the process set out in sub clause 3;
 - 2.2.3 where there is insufficient information, whether further information should be sought through internal or external investigation conducted to inform the employer on the allegations.

2.3 There may be occasions where there is sufficient information but the employer determines that there is no basis to continue with the matter.

2.4 The assessment is not a determination on the allegations.

3. MANAGEMENT OF MISCONDUCT

3.1 The purpose of this Conduct Resolution clause is to establish procedures for addressing and resolving alleged misconduct of Employees.

3.2 Application:

3.2.1 Action taken by the employer in relation to misconduct will be in accordance with this clause.

3.3 Meaning of misconduct under this clause (Conduct Resolution Clause):

3.3.1 For the purposes of this clause, misconduct means:

- 3.3.1(a) disgraceful conduct in a professional capacity;
- 3.3.1(b) a substantial and serious breach of safety procedures;
- 3.3.1(c) serious and/or repeated breaches of published standard procedures;
- 3.3.1(d) an Employee making improper use of his or her position for personal financial gain;
- 3.3.1(e) an Employee making improper use of information acquired by him or her by virtue of his or her position to gain personally, or for anyone else, financial benefits; or
- 3.3.1(f) work related theft, assault or criminal conduct.

3.3A Meaning of serious misconduct

3.3A.1 For the purpose of this clause, serious misconduct by an employee is:

- 3.3A.1(a) wilful and/or deliberate behaviour which results in a serious contravention of 3.3.1; and/or
- 3.3A.1(b) negligent discharge of his or her duties; and/or
- 3.3A.1(c) a repeat of misconduct which has been subject to 3 or more conduct resolution actions which have all been documented and which all were determined within the previous 12 month periods.

3.4 Admissions by Employee:

3.4.1 The Employee may at any stage elect to admit the alleged misconduct.

3.4.2 If the Employee admits the alleged misconduct, the employer will proceed immediately to the determination of the misconduct outcome at the procedural step at which is matter is currently at, being either clauses 3.5.2, 3.5.3 or 3.5.4.

3.5 Procedural Steps

Allegations of Misconduct or Serious Misconduct will be addressed and resolved by sequentially following the procedural steps under this sub clause. Only where the parties have comprehensively attempted to complete a step may the subsequent step be followed.

3.5.1 Informal Resolution – Step 1

- 3.5.1.1 The employer will meet with the employee and his or her representative to outline the alleged misconduct and attempt to mutually settle the matter. The employer will provide the employee with a written statement with particulars of the alleged misconduct. The statement will be confidential and will not form any part of the employee's record under this clause or otherwise. All meetings and documents under this step will be in confidence and without prejudice to proceedings arriving if mutual resolution is not settled.
- 3.5.1.2 There will be no formal outcome of informal resolution recorded in the employer's record systems.
- 3.5.1.3 Where the parties have genuinely attempted informal resolution, either party may refer the matter to step 2.

3.5.2 Transformative Justice Mediation – Step 2

- 3.5.2.1 Under this step a trained and agreed (agreed via the enterprise agreement consultation clause) independent mediator facilitates transformative justice mediation.
 - 3.5.2.1.1 The parties will agree to a panel of independent mediators within 1 month of the commencement of this agreement.
 - 3.5.2.1.1.1 Should panel members vacate their position, the parties shall endeavour to reach agreement on replacement persons.
 - 3.5.2.1.1.2 If the parties reach agreement under clause 3.5.2.1.1 or 3.5.2.1.1.1 above, the parties' nominees shall become the panel of independent mediators under this clause.
 - 3.5.2.1.1.3 If the parties are unable to agree under clause 3.5.2.1.1.2 above within 45 days of persons vacating the panel or 1 month of the commencement of this agreement, they shall approach the President of the Fair Work Commission (Commission) and request the President to provide to the Minister a recommendation that the Minister nominate a replacement panel.

3.5.2.1.1.4 The Minister will accept a recommendation under clause 3.5.2.1.1.3 and nominate a person/s who shall become a panel member/s under this clause.

3.5.2.2 The parties shall participate in a conference regarding the allegations, aimed at covering the needs of all parties, with regard to 3.5.2.3 and 1.3. Further conferences will be conducted at the Chair's discretion.

3.5.2.3 The trained and agreed independent mediator/s (the panel) will regulate their own procedures.

3.5.2.4 The aim is to reach a mutually acceptable agreement which addresses the conduct of the parties, restores conduct or behaviour and reconciles the parties.

3.5.2.5 There will be no formal outcome or informal resolution recorded in the employer's record systems except where the parties agree that an adverse report shall be part of a transformative justice outcome and such adverse report complies with the adverse report provisions of this agreement.

3.5.2.6 If there is no agreement between the parties or the mediator considers that the conduct cannot be finalised under this sub clause then the conduct will immediately move to Step 3.

3.5.3 Investigation of alleged misconduct – Step 3

3.5.3.1 As soon as practicable after an allegation of misconduct has been made and the allegations have not been resolved under step 1 and step 2 the employer will advise the Employee of the alleged misconduct in writing.

3.5.3.2 The written advice will contain the allegation/s of misconduct made about the employee and particulars of the allegations(s).

3.5.3.3 The employer will appoint an independent person to conduct an investigation into the alleged misconduct. The appointed person must not have any prior personal involvement in the matter.

3.5.3.4 The employer will provide the Employee with an opportunity to speak to the investigator if the Employee wishes to do so.

3.5.3.5 The investigation will include:

3.5.3.5(a) collecting relevant materials (including exculpatory materials);

- 3.5.3.5(b) The employer will provide the Employee with an opportunity to speak to the investigator if the Employee wishes to do so;
 - 3.5.3.5(c) speaking with relevant witnesses (including exculpatory witnesses) (at the consent of the employees);
 - 3.5.3.5(d) providing the Employee with particulars to allow the Employee to properly respond to the alleged misconduct;
 - 3.5.3.5(e) seeking an explanation from the Employee and considering any oral and/or written submissions or material the employee may provide in response to the allegations(s); and
 - 3.5.3.5(f) investigating any reasonable explanation made by the Employee for the purposes of verifying the explanation so far as possible. In this regard the employee shall not provide any misleading and/or vexatious explanation.
- 3.5.3.6 In relation to each allegation of misconduct, the investigator will prepare a report and make findings as to whether:
- 3.5.3.6(a) the allegations is substantiated; or
 - 3.5.3.6(b) the allegation is not substantiated; and
 - 3.5.3.6(c) if the allegation is substantiated the appointed independent person will make recommendations of any appropriate action.
- 3.5.3.7 Where the investigator makes a finding that an allegation is not substantiated, the misconduct process will conclude in relation to any such allegation and the Employee will be informed accordingly.
- 3.5.3.8 As soon as practicable after the investigator has reported and made a finding that any allegation of misconduct is substantiated, the Employee will be provided with the findings and reports of the investigator and the recommended appropriate action.
- 3.5.3.9. The Employee will be given a reasonable time to respond to the Investigator's report, the findings and the recommended appropriate action. Any response must be provided to the employer within 14 days where practicable.

- 3.5.3.10 The Employer shall consider the Investigators Report and the Employee's response and advise the Employee in writing of the action the Employer proposes to take. If the action proposed diverges from that recommended by the Investigator the Employer provide the Employee with its reasons for departing from the recommendation.
- 3.5.3.11 The Employee may accept the action proposed by the Employer under Clause 3.5.3.10 or subject to Clause 3.10 may dispute the action proposed and refer the matter to the Fair Work Commission under Step 4 within 14 days where practicable.

3.5.4 Hearing – Step 4

- 3.5.4.1 An employee who disputes an outcome under clause 3.5.3.11 may refer the dispute as Step 4 for conciliation, recommendation or determination by the Fair Work Commission (FWC)
- 3.5.4.2 The FWC will convene a hearing. The hearing will be wholly conducted under the rules of the FWC.
- 3.5.4.3 In accordance with 3.5.4.1 and in the event FWC makes a recommendation, the parties will advise the other within 7 days of receiving the FWC recommendation whether or not the FWC's recommendation is accepted and if not the reasons for the rejection of the recommendation and their alternative.
- 3.5.4.3A In the event that a party does not accept the FWC recommendation, after having provided written reasons in accordance with 3.5.4.3 then either party may refer the matter for determination by the FWC whether or not by agreement.
- 3.5.4.4 If the dispute is referred to FWC for determination the parties to the dispute shall be bound by the determination subject to their rights of appeal to a Full Bench of FWC which appeal shall not require permission but shall be of right.
- 3.5.4.5 The conduct outcome constituted by an accepted FWC recommendation and the conduct outcome of an FWC determination may only be placed on the Employee's personnel file in accordance with Clause 37 of this agreement (adverse reports).
- 3.5.4.6 All hearings and processes under this clause at the FWC will be conducted in private.

3.6 Dispute Resolution

Disputes relating to or arising from this conduct resolution clause or any concerns as to its non-observance shall be dealt with through the dispute resolution process under the enterprise agreement.

- 3.7 Workplace Behaviour Policy and Issue Resolution Procedure:
The agreed *Workplace Behaviour Policy and Issue Resolution Procedure (Workplace Behaviour policy)* and *Conduct Investigation Procedure* shall be applied in conjunction with and consistently with this Conduct Resolution provision.
- 3.8 The action to be recommended or determined by the FWC or to be taken by the Employer in respect of alleged misconduct under this clause shall be one or more of the following provided that the parties shall not be limited to the following outcomes in respect of Step 1 or Step 2 or a mediated outcome under Clause 1.3.2 :
- 3.8.1 counselling;
 - 3.8.2 a warning;;
 - 3.8.3 a reprimand;
 - 3.8.4 transfer for a period of up to 3 months;
 - 3.8.5 demotion to a rank no more than one below the employees ' substantive rank for a period of up to 3 months;
 - 3.8.6 or a recommendation to the employer that dismissal shall apply;
- 3.9 The Employer may suspend an employee with pay for the duration of the Investigation Stage under Step 3 and / or the hearing stage under Step 4 in circumstances where suspension is necessary to preserve the integrity of the process or the alleged misconduct is so serious as to render it inappropriate for the employee to remain on duty pending the outcome.
- 3.10 In the event that a recommendation for dismissal is made , accepted and acted upon by the Employer under Step 3, the Employee shall not have a right of referral to the FWC under Step 3 in respect of the dismissal. (Note: Unfair dismissal is regulated by Part 3-2 of the Act.)
- 3.11 Where employee serious misconduct is alleged, the employer may do any of the following:
- a) direct the employee to proceed immediately to perform alternative duties or work at an alternative place of work; or
 - b) suspend the employee with pay.

In the event that the employer exercises a right to suspend the employee, the employer will:

- a) review this decision no later than a date that is four weeks after the commencement of the suspension; and

b) confirm whether the suspension is to continue or is no longer necessary.
The employer will continue to review any decision regarding an employee's suspension every four weeks thereafter until the end of the misconduct process in accordance with this clause.

SCHEDULE 19– RETURN TO WORK

The parties agree to the following matters and principles:

1. The CFA will ensure employees are provided 'meaningful work' whilst an employee is injured/ill and after injury/illness.
2. CFA will ensure there is communication with injured/ill workers during the period of their Return to Work.
3. There will be tri party (employee, union and employer) consultation for 'special' cases identified by the UFU.
4. CFA will ensure a speedy return to work process for injured employees.
5. CFA will ensure and provide retraining and skills maintenance where agreed with the UFU that such is required.
6. CFA will provide light duties for injured or ill employees.
7. CFA will reimburse employees for their attendance at medical practitioners of the employees' choosing.
8. Whilst employees are ill or injured the CFA will maintain all wages and conditions including allowances.

Objectives

The CFA acknowledges their obligations under state and federal legislation as they relate to the provision of safe systems of work and Return to Work (RTW) for employees, including but not limited to the following:

- Accident Compensation Act 1985 (Vic)
- Occupational Health and Safety Act 2004 (Vic)
- And associated Regulations

The purpose of these Principles is to complement those obligations as well as the obligations set out at Schedule 3 of the Agreement (i.e. in the Occupational Health & Safety Policy and Processes Agreement).

The parties recognise that every injury and its effects on an injured employee will be different and consequently every RTW program, while it must comply with the requirements of the relevant Act, must be tailored to the individual needs of the employee concerned

The parties recognise the diversity of the workforce and the varying abilities and types of employees. Accordingly, the process of rehabilitation and RTW must be aimed at returning people to meaningful and decent work irrespective of either a psychological or physical injury. No exit strategies are to be considered.

Prevention

The parties agree that prevention of workplace injury is paramount and they will implement measures committed to achieving this goal.

When a Claim is Lodged

The parties recognise that efficient and timely intervention and processing of RTW claims greatly contributes to a successful and positive RTW experience for all concerned.

Ongoing Communication and Contact

The parties recognise the frustration and anxiety employees often feel when they are returning to work after an injury.

Accordingly, local management will as a minimum maintain regular (weekly) contact with the injured worker to help facilitate their RTW unless the employee requests less regular contact.

Listening to and seeking the input of injured employees is required.

It is recommended that the injured worker will be regularly supported by visiting their medical practitioner or an adequate rehabilitation provider of their choice for continuity of treatment and history. The CFA will bear all such costs. The CFA agrees that it will not direct workers to use particular medical or rehabilitation providers, such providers are to be determined by the individual employee.

The employer should develop a checklist for the injured worker as to what information is legally required for accessing benefits and assistance to make visits and the RTW process as productive and efficient as possible.

Meaningful Work

The parties agree that a RTW plan must include 'meaningful work' and this will ultimately be determined and agreed between the employee and their union and the employer.

The parties agree that 'meaningful work' includes:

- Work suited to the worker, taking into account the cause of injury

- Work that is consistent with and incorporated into RTW duties as identified in the RTW plan
- Work that is agreed between the injured worker and their treating medical practitioner
- In the first instance, work that can be performed during the employees pre injury hours of work
- Work to ensure workers can return as soon as possible to their full potential and capacity within their community, family and employment
- Work which is determined without regard to the insurers cost assessments

Allowances

Workers on RTW at a work location other than the pre-injury location will be entitled to the Travel Allowance and all out of pocket expenses to and from employment/home. An injured worker will not lose any pay including Base pay and any pre injury allowances while on any 'return to work'.

An injured worker may nominate a representative (Union member/HSR etc) to provide them with support who will require time release to attend meetings, medical examinations, employer meetings with or on behalf of the injured employee.

In accordance with the Accident Compensation Act 1985, the injured worker shall be reimbursed for out of pocket expenses for attending these appointments including, but not limited to, time release, travel, parking, medical costs etc.

Training

The parties recognise that UFU representatives, HSR's and direct line managers are key people in the successful RTW process. The CFA agrees to release employees for training and reimburse training costs to provide specific RTW training to all concerned.

REHABILITATION

Whilst an employee is absent or on modified duties/hours, the CFA will ensure that their normal work is undertaken and that it will not be required to be caught up upon the employees return.

The employer in consultation with the union shall where practicable undertake any workplace or individual workstation modification recommended by a treating medical practitioner/rehabilitation provider. Such modifications shall be undertaken as agreed between the union and the employer but in any case before the incapacitated worker returns to the job.

A worker returning to work on a trial basis shall be permitted to cease work at any time for the purposes of seeking further advice from a doctor, rehabilitation provider or union. Before leaving the workplace the worker shall report to the supervisor.

All suitable employment proposed by the employer will be proposed in writing and will include a detailed description of the proposal and be in accordance with recommendations made by the rehabilitation providers and treating medical practitioners.

The employer shall make every effort to find selected duties in line with the workers doctor or rehabilitation providers recommendation.

A monitoring committee to be approved by the CFA/UFU Consultation Committee is to be comprised of union and management representative and will be formed to monitor the implementation of this agreement and oversee all individual rehabilitation programs to ensure timely and effective rehabilitation of injured workers.

Rehabilitation should provide for the total cost of all medical, rehabilitation and other expenses including special aids, childcare, domestic assistance, motor-vehicle and house alterations incurred by the worker.

The CFA will ensure that the delivery of benefits is speedy, efficient and fair. The CFA accept that delayed payment and treatment will result in physical, psychological and financial hardship to injured workers. The provisions of this agreement requiring the timely payment of allowances and overtime apply also to these payments and treatment.

ACCS

All members should be made aware of the free ACCS (Accident Compensation Conciliation Service).

| |
|---|
| SCHEDULE 20- LIST OF STATION WEAR, UNIFORM AND PPC/E |
|---|

Any item listed below or part thereof that requires replacement or modification in design due to change in products, Standards or manufacturers inability to produce an item the CFA will advise the UFU and the parties will meet within one week to agree on the process for replacing the item/s.

All quantities of items are the minimum number to be issued and maintained by the CFA.

Where the items listed below are different to the MFB items, the MFB items will prevail as per clause 83.5.

The parties acknowledge that the occupation of firefighting is an extremely hazardous and dangerous occupation where firefighters can be deployed into known and unknown hazardous situations to perform the rescue of life and protection of property. In this context, the parties have prioritised the health and safety of the employees covered by this Agreement by agreeing on the following Schedule.

To ensure that operational health and safety and identification of skills is maintained, all items of PPC, station wear and uniform must be significantly visually distinguishable for professional firefighters and will only be made available for professional firefighters. This shall not prevent the CFA from providing PPC and uniform of the same standard to volunteer firefighters which is significantly visually distinguishable from that which is provided to professional firefighters covered by this Agreement. Uniform provided to non-operational employees will be significantly visually distinguishable from that which is provided to professional firefighters covered by this Agreement.

Station Wear

| Item | Specification | Career Firefighters and Recruits |
|-----------------------|--|--|
| Trousers Cargo | specification not agreed | 5 (2 DIFFERENCE) |
| Shorts Cargo | specification not agreed | 2 |
| Shorts Sports Utility | agreed specification | 2 |
| Socks | agreed specification Standard length | 10 pairs |
| T-Shirt Short Sleeve | specification not agreed incorporating the following rank name Career Firefighter, Leading Firefighter, Station Officer, Senior Station Officer | 8 (PROPOSAL IS FOR 8 AND CHOICE BETWEEN SHORT AND LONG SLEEVE) |
| T-Shirt Long Sleeve | specification not agreed incorporating the following rank name Career Firefighter, Leading Firefighter, Station Officer, Senior Station Officer | 4 (PROPOSAL IS FOR 8 AND CHOICE BETWEEN SHORT AND LONG SLEEVE) |
| Sun Hat | agreed specification | 1 |
| Safety Glasses | Tinted agreed specification | 1 |

| | | |
|--------------------------------|--|--|
| Name Tag | agreed specification | 3 |
| Shoulder Slides (Epaulettes) | agreed specification Career rank insignia and title for Career Firefighter, Qualified Career Firefighter, Senior Career Firefighter Leading Firefighter, Station Officer and Senior Station Officer | 3 set |
| Jumper | agreed specification | 2 (1 CURRENT) |
| Jacket Soft Shell | agreed specification | 1 |
| Belt and Buckle | agreed specification | 1 |
| Footwear | Shoe or Elastic sided boot | 2 |
| Shirt Short Sleeve | specification not agreed 'Fire Rescue' in white embroidery above left pocket | 8 (PROPOSAL IS FOR 8 AND CHOICE BETWEEN SHORT AND LONG SLEEVE) |
| Shirt Long Sleeve | specification not agreed 'Fire Rescue' in white embroidery above left pocket | 4 (PROPOSAL IS FOR 8 AND CHOICE BETWEEN SHORT AND LONG SLEEVE) |
| Beanie | agreed specification | 1 |
| Baseball Cap | specification not agreed | 1 |
| Polo Shirt long / short sleeve | specification not agreed | 4 |
| Trousers Straight Leg | specification not agreed | 1 |
| Peak Cap (formal) | specification not agreed | 1 |
| Uniform Jacket | specification not agreed | 1 |
| Tie | specification not agreed | 1 |

Personal Protective Clothing

The following items and quantities in the table below are the numbers and items of all forms of PPC to be issued to Recruit and Career firefighters.

Structural PPC

The parties agree that the choice of outer shell for structural ensemble will no longer exist and that all new Recruit and Career firefighters will only receive the CFA UFU agreed specification.

Structural Helmets

The CFA will commit to an evaluation process through the CFA UFU Consultation Committee and the relevant subcommittee including interagency representatives with the aim to select and introduce into service for all career firefighters a new style structural helmet within 12 months of the commencement of this agreement, with the issuing of the preferred helmet within 18 months of the commencement of this agreement.

| <i>Item</i> | Specification | Career Firefighters and Recruits |
|-------------|----------------------|---|
|-------------|----------------------|---|

| | | |
|---------------------------|--|---------|
| Coat outer shell | agreed specification certified to AS 4967. | 3 |
| Over trousers outer shell | agreed specification certified to AS 4967. | 3 |
| Braces | agreed specification | 3 sets |
| Flash Hood | agreed specification certified to AS 4967 | 2 |
| Gloves | Certified to AS 2161.1 type 3 | 3 pairs |
| Helmet | Still to be consulted and agreed | 1 |
| Boots Structural bunker | Choice of Leather or Rubber certified to AS 4821 type 2 and will include a moisture barrier | 2 pairs |
| Torch | Specification not agreed Rechargeable LED orange | 1 |
| Epaulettes | Career rank insignia and title for Career Firefighter, Qualified Career Firefighter, Senior Career Firefighter Leading Firefighter, Station Officer and Senior Station Officer | 2 |

Wildfire PPC

The CFA will commit to an evaluation process through the CFA UFU Consultation Committee and the relevant subcommittee including interagency representatives with the aim to select and issue a new style Wildfire Coat within 12 months of the agreement coming into effect.

| Item | Specification | Career Firefighters and Recruits |
|----------------|---|---|
| Trousers Cargo | Specification not agreed with reflective band on each leg | 2 pairs |
| Gloves | agreed specification certified to AS | 2 pairs |
| GP boots | Agreed specification certified to AS 4821 type 1 and may include a moisture barrier | 2 pairs |
| Wildfire coat | Specification not agreed certified to a AS 4824 | 2 |

| | | |
|------------|--|-------|
| Helmets | Still to be consulted and Agreed | 1 |
| Goggles | Still to be consulted and Agreed | 2 |
| Epaulettes | Career rank insignia and title for Career Firefighter, Qualified Career Firefighter, Senior Career Firefighter Leading Firefighter, Station Officer and Senior Station Officer | 1 set |

Road Rescue

The CFA will commit to an evaluation process through the CFA UFU Consultation Committee and the relevant subcommittee including interagency representatives with the aim to select a Rescue Coat within 12 months of the commencement of this agreement.

The parties will jointly develop a specification for a Rescue glove. The CFA will commit to an evaluation process with the aim to select a Rescue Glove.

| Item | Specification | Rescue qualified Career Firefighters |
|----------|---|--------------------------------------|
| Gloves | Referred to Interoperability SubCommittee | 2 pairs |
| Coat | Referred to Interoperability SubCommittee | 2 |
| Overalls | Referred to Interoperability SubCommittee | 2 |
| Helmet | Referred to Interoperability SubCommittee | 1 |

Fire Investigation

Agreement on items, specifications and numbers required within 12 months of the commencement of this agreement through the Interoperability SubCommittee. Items may include overalls, helmets and gloves.

Marine Response

Agreement on items, specifications and numbers required within 12 months of the commencement of this agreement through the Interoperability SubCommittee. Items may include overalls, helmets and gloves.

Specialist Rescue

This includes the following activities Rope, Confined Space, Trench, and USAR through the Interoperability SubCommittee. Where a need for specialist rescue PPC is identified by a party they will follow an agreed process for evaluation, selection and quantity to be issued. Items may include overalls, helmets and gloves within 12 months of the commencement of this agreement.

Bags

| Item | Specification | Career Firefighters and Recruits |
|-------------|----------------------------------|---|
| PPC Kit bag | Still to be consulted and Agreed | 2 (current 1) |
| Day bag | Specification not agreed | 1 (currently not issued but mfb issue) |
| Bedding Bag | Still to be consulted and Agreed | 1 (currently not issues) |

Uniform/Workwear

The parties will consult and agree on uniform/workwear that will be provided to non-operational employees via the CFA/UFU consultative committee.

SCHEDULE 21 - LOCKUP ARRANGEMENTS

| | |
|-----------------------|--|
| CFA ROOM DATA SHEETS | |
| FIRE STATION TYPE: 3B | APPENDIX 6.02 ACCESS & SECURITY SYSTEM |

Rationale & Description of Service Delivery Requirement

An Access/Security System shall be provided to the internal and external areas of the building to maintain a safe and secure work environment for all staff and volunteers.

This system shall be installed and programmed by a specialist security contractor engaged by CFA. The installation of the security / access system is required to be carefully co-ordinated with general building work, and interfaced with the Station PLC System and CFA Communications equipment.

This document shall be read in conjunction with Appendix 6.04 - 'Station Control System' which describes the functions of the PLC. (Programmable Logic Controller) and various station functions activated by CFA Communications Department equipment.

| EXTENT OF SYSTEM | | | | | |
|--------------------------|-------------|-----------------|-------------|-----------------|--|
| Location | Card Reader | Electric Strike | EMHO Closer | Standard Closer | Comments & Programmed Access Mode |
| Front Entry Foyer | 1 | ES 200 | - | Required | Open State & Time Zone Controlled |
| Secure Foyer | 1 | ES 200 | - | Required | Momentary Access & REX button |
| General Administration | 1 | ES 200 | Required | - | Momentary Access |
| Resource Room (to Admin) | 1 | ES 200 | Required | - | Momentary Access |
| Duty Officer's Office | 1 | ES 200 | Required | - | Momentary Access |
| OIC Office | 1 | ES 200 | Required | - | Momentary Access |
| Brigade Office | 1 | ES 200 | Required | - | Momentary Access |
| Day Room (int) | 1 | ES 200 | Required | - | Momentary Access |
| Day Room (ext) | 1 | ES 200 | - | Required | Momentary Access |
| Bed'r'm Corridor (int) | 1 | ES 200 | Required | - | Momentary Access |
| Bed'r'm Corridor (ext) | 1 | ES 200 | - | Required | Momentary Access |
| Corridor 4 (motor room) | 1 | ES 200 | Required | - | Open State |
| Linen Store (int) | 1 | ES 200 | - | Required | Momentary Access |
| Linen Store (ext) | 1 | ES 200 | - | Required | Momentary Access |
| Key Cabinet (motor room) | 1 | ES 200 | - | - | Momentary Access |
| Multi-Purpose Room (ext) | 1 | ES 200 | - | Required | Momentary Access (optional if required) |
| Roof Platform Access | 2 | ES 200 | - | Required | Momentary Access (optional if required) |
| Workshop (ext) | 1 | - | - | - | For opening of Roller Door |
| Workshop (ext) | 1 | - | - | - | For opening of Vehicle Sliding Gate. Location of Card Reader to be site specific |
| Gate Control Pedestal | 2 | - | - | - | Dual height Pedestal with Intercom Point |
| Pedestrian Swing Gate | 2 | Mag Lock | - | - | Momentary Access by Card Reader & Break Glass Emergency Exit to comply with BCAs. Card reader to be located on inside and outside of gate. |

Notes: Access mode is area driven. Rear motorised vehicle gate to be closed at all times

| PROGRAMMED ACCESS LEVELS FOR KEY FOBS and / or SWIPE CARDS | | | | | | |
|--|----------------------------------|----|-------|-----|------|--|
| Card Reader Locations | Levels of Card Access - 5 Levels | | | | | Comments |
| | OIC | DO | Staff | BMT | Vols | |
| Front Entry Foyer | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Secure Foyer | ✓ | ✓ | ✓ | ✓ | ✓ | |
| General Administration | ✓ | ✓ | ✓ | ✓ | | For Wangaratta, Mildura and later stations |
| Resource Room (to Admin) | ✓ | ✓ | ✓ | ✓ | | For Wangaratta, Mildura and later stations |
| Duty Officer's Office | ✓ | ✓ | ✓ | | | |
| OIC Office | ✓ | ✓ | | | | |
| Brigade Office | ✓ | | | ✓ | | |
| Day Room (int) | ✓ | ✓ | ✓ | | | |
| Day Room (ext) | ✓ | ✓ | ✓ | | | |
| Bed'r'm Corridor (int) | ✓ | ✓ | ✓ | | | |
| Bed'r'm Corridor (ext) | ✓ | ✓ | ✓ | | | |
| Corridor 4 (motor room) | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Linen Store (int) | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Linen Store (ext) | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Key Cabinet (motor room) | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Multi-Purpose Room (ext) | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Roof Platform Access | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Workshop (ext) | ✓ | ✓ | ✓ | ✓ | ✓ | For opening of Roller Door |
| Workshop (ext) | ✓ | ✓ | ✓ | ✓ | ✓ | For opening of Vehicle Sliding Gate |
| Gate Control Pedestal | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Pedestrian Swing Gate | ✓ | ✓ | ✓ | ✓ | ✓ | |

| | | |
|-----------------------------|-----------|---|
| CFA ROOM DATA SHEETS | | |
| FIRE STATION TYPE: | 3B | APPENDIX 6.02 ACCESS & SECURITY SYSTEM |

| COMMUNICATIONS / IT | Requirements | |
|-------------------------------|---|---|
| Access/Security Control Panel | Control panel shall be located within the Communications Room. (Refer Module 3.08). | |
| Power requirements | Power requirements are noted under Module 3.08. | |
| Intercom Station | Front Porch: 1 x Cat 6 data cable located @ 1200 AFL adjacent to front main entry door. Vehicle Driveway: 1 x Cat 6 data cable (gel filled underground cable) to be run to the lower weatherproof shroud of the gate control pedestal. | 2 |
| Telephone system | Intercom points shall be interfaced with station phone system. | |
| Other Requirements | Intercom stations shall be isolated when Station 'Night Mode' function is activated. | |

| ACCESS MODES | Programming Description & Comments | |
|---------------------|---|--|
| Time Zone Control | Door is automatically locked / unlocked by activation of Night Mode button in General Admin. Door is automatically unlocked for a preset time interval, eg 9.00am to 5.00pm, and locked upon activation of 'Lock Up' or 'Perimeter Lock Up'. | |
| Open State | Door is unlocked until activation of 'Lock Up' or 'Perimeter Lock Up'. | |
| Momentary Access | Door is locked at all times and can only be unlocked by activation of a card reader. This door or gate must always be fitted with a hydraulic door closer or spring closer. | |

| STATION 'LOCK UP' & 'UNLOCK' FUNCTIONS | | |
|--|---|--|
| Station Lock Up shall be activated by manual control buttons provided as follows: <ul style="list-style-type: none"> - Motor Room Communications Recess - on Control Panel CP02. - General Admin Office - on control Panel CP01. - Truck remote - Button 3 (Lock Up - All Areas). | | |
| Station Un Lock shall be activated by manual control buttons provided as follows: <ul style="list-style-type: none"> - Truck Remote - Button 2, (control button to open rear roller door for that bay). - Swiping of nominated card reader in General Admin Office or Day Room - By cancellation of Night Mode on CP01 | | |
| Note: | Activation will unlock rear door to Motor Room and front public access door. Time zone controlled front door shall not be overridden. Activation will also reinstate power to the EMHO door closers. | |

| DOOR & GATE HARDWARE |
|--|
| Electric Strike: Padde ES 200 (non monitored) (weatherproof for the external gate) |
| Electro Magnetic Hold Open Door Closers: Dorma Cat No.TS 93B/EMF for internal doors. Dorma Cat No. TS 93G/EMF/BG* c/w angle bracket to suit out swinging doors. |
| Mag Locks: Electro magnetic lock with contact plate, medium duty, weatherproof, fitted at the top of a door or gate. |
| Pedestrian Gate: A fully galvanised steel framed pedestrian gate shall be provided adjacent to the motorised vehicle gate. The Builder shall supply and install a weather proof Mag Lock to the steel framed pedestrian gate. Gate and gate frame shall be fabricated to provide fixing points to accommodate the mag lock and strike plate. All cabling and terminations to this Mag Lock shall be supplied & installed by the CFA Security / Access System Contractor. All cabling shall be concealed within the steel frame of the gate. |
| Gate Control Pedestal: Dual height Gate Control Pedestal for the external motorised vehicle gate complete with 2 No. weather proof shrouds. |
| 'REX' button - 'Request to Exit' button shall be provided in the General Administration Office to open the door between Secure foyer and main internal corridor. This to be provided on CP-01 and labeled 'Door Release'. |
| EBG button - 'Emergency Break Glass' button to be provided to door or gate where a 'free handle' exit cannot be provided for security reasons. This to be provided on inside of pedestrian access gate and labeled 'Emergency Exit'. |
| Door Hardware lever handles - Where electric strikes are scheduled for doors all latch / locks to have fixed lever handle on outside and free handle out on the inside to satisfy emergency egress requirements. |
| Key over ride shall be provided to all electronically locked doors and gates. (Excluding pedestrian gates where a Mag lock is specified in lieu of an Electric Strike) |

| ASSOCIATED EQUIPMENT (Not in Building Contract, i.e. supplied by CFA) | QTY |
|--|------------|
| Key Cabinet: The Builder shall take delivery from CFA and install a pressed metal Key Cabinet to the wall of the Motor Room. The Key Cabinet shall be supplied complete with all door hardware including Electric Strike as scheduled above. All cabling and terminations to the Card Reader & Electric Strike shall be supplied & installed by the Security / Access System Contractor. | 1 |

| Work by the Access/Security Contractor |
|---|
| The Access / Security System Contractor shall supply and install all security system cabling located within the internal areas of the building only. This work shall be carried out during the normal rough-in stages of the building works. Termination of cabling to the security system hardware, including programming of security system software, and interfacing the Access / Security System with the PLC Unit shall be completed by the Access / Security Contractor. |

| | |
|------------------------------|---|
| CFA ROOM DATA SHEETS | |
| FIRE STATION TYPE: 3B | APPENDIX 6.02 ACCESS & SECURITY SYSTEM |

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|--|
| Associated Work By Builder |
| During the building contract the Builder shall be responsible for co-ordinating the installation of the Access / Security System, with the general building works and the electrical installation. The Builder shall also be responsible for co-ordinating the installation with the PLC unit. The Builder shall supply and install all electronic door / gate hardware components related to the installation of the Access / Security System – ie. Electric Door Strikes, Mag Locks and Electro Magnetic Hold Open (EMHO) Door Closers. This door hardware shall be as specified in the Architectural Door Hardware Schedule of the building works specification. |

| |
|---|
| Associated Work by Builder's Electrical Sub-Contractor |
| During the building contract the builder's electrician shall supply and install all security system cabling required for the external gate. Cables shall be run in underground conduits from within the building to the position of the external gate and gate control pedestal. Cables shall be located in common underground trenches, but run in separate conduits - orange conduits for power supply cables, and white conduits for control cables and communications cables as required by supply and statutory requirements. Terminations for all security system cabling shall be completed by the Access / Security Contractor. Terminations for all communication system cabling shall be completed by CFA Communications Department. |

| |
|---|
| ACCESS / SECURITY SYSTEM EQUIPMENT & SCOPE OF WORKS |
| 'Site' and / or 'Location Registration' for the card / fob system, shall be totally compatible with the existing format / system utilised within the relevant CFA Area. System shall be compatible with the current format card readers, and supplied as an <u>extension</u> to the User Registration currently listed for the relevant Area. |
| Preferred Format: HID '26 Bit Wiegand' Format card readers to all positions indicated on the project drawings, complete with the required interfaces, relays and power relays. |
| Format to be superseded: 'Indala' 'Tecom' Format card readers (2L), to all positions indicated on the project drawings, complete with the required interfaces, relays and power relays. (Note - This system currently utilised in Region 8 only). |
| 'Titan' or 'Tecom Challenger 16 IP', associated software, complete with expanded user memory. Allow for phone line connection for dialling facility to the relevant Area office. Software installation on a dedicated CFA PC shall be co-ordinated with CFA's IT Department. |
| 12 Volt DC, 5 Amp power supply unit, complete with enclosure. (For the 12 Volt DC, Padde Strikes). |
| 24 Volt DC, 2.5 Amp power supply unit, complete with enclosure. (For the 24 Volt DC, EMHO Door Closers). |
| Door Release Switches to be provided @ 1500 mm AFL adjacent to door jamb to release EMHO door closers. 1 No. per door closer. |
| 55 Amp Hour battery backup unit, complete with backup enclosure. |
| Remote Arming Stations (where required), REX buttons, Emergency Break Glass - (EBG) at exits and to positions indicated on the relevant Project Drawings, and as required by the BCA. |
| All cabling and sundry items required to complete the installation. |
| Provide 2 Hours tuition of Fire Station personnel, nominated by the Station O.I.C. arranged prior to handover and occupation of the building. |
| Supply and programming of Proximity Cards OR Key Fobs as required. |

SCHEDULE 22- CFA BREATHING APPARATUS PROCEDURES

All firefighting duties involving the use of BA shall occur in accordance with the below terms including the use of teams and back up teams.

When Using Breathing Apparatus

Using BA reduces the operator's awareness of heat on the face, inhibits the sense of smell and reduces the range of vision. BA is often worn in areas where visibility is poor and background noise is high and in association with protective clothing which further reduces the sensation of heat and sound.

That said, operators must use appropriate personal protective clothing and equipment that complements the use of BA in the particular circumstances, including turnout gear and specialised protective clothing for specific hazardous materials incidents.

When wearing BA, the operator can feel safer than they really are. It is important to adhere to safe working practices and operating procedures. When using BA the operator needs to:

- ▶ don and start-up the BA set in clear air;
- ▶ at the start of the task, double-check that the pressure in the cylinder is not less than 160 bar;
- ▶ always use full BA control procedures;
- ▶ work in teams of at least two operators and stay in contact with the team member(s)
 - if visibility is poor, such as in smoke or high expansion foam, stay in direct physical contact with them;
- ▶ stay in touch with a hose line or guideline so it is possible to find the way out;

- ▶ take the gear that will be needed when going into the area. This may include a torch, firefighting equipment, and forcible entry tools;
- ▶ allowing yourself twice as much time to get out as it took to get in;
- ▶ check the pressure gauge regularly to keep track of the air consumption;
- ▶ withdraw from the irrespirable atmosphere if the low pressure warning device of any of the operators in the team sounds; and
- ▶ if a DSU sounds or an operator is otherwise in distress, assist in locating and helping that operator, and ensure there is a backup team ready to assist if required.

Note: The backup team may be carrying out other functions, but it needs to be in a position close to the operators' entry and withdrawal route if required.

SCHEDULE 23- RECEO

RECEO

RECEO is an acronym used to assist firefighters prioritise tactical activities on the fireground. Firefighters should memorise this acronym and its meaning.

RECEO stands for:

- Rescue
- Exposures:
- Containment
- Extinguishment, and
- Overhaul

Note: Although this acronym is used to assist firefighters prioritise tactical activities on the fireground, firefighters should also be aware that the Incident Controller has the overall responsibility for the incident. Firefighters should be aware that the Incident Controller will direct the activities of firefighters accordingly.

RECEO

The protection and preservation of life is the first consideration of any firefighter when responding to an incident. The initial size up (on arrival at an incident) will, as a priority, have determined if human life is in danger; this applies to both occupants and the public.

RECEO dictates that where it has been determined that lives are at risk, all efforts must be directed towards **protecting and preserving life**. This does not mean firefighters should immediately commence search and rescue activities. In circumstances where life is threatened, the Incident Controller will determine the most appropriate course of action and will direct the activities of firefighters accordingly.

Depending on the fire's stage of development and current behaviour, initial actions may need to focus on fire suppression or control. In some situations, ventilating the structure may be the most appropriate and effective way of preserving and protecting the lives of trapped occupants prior to firefighters entering the structure.

Failure to deal with the fire first could lead to a rapid increase in fire development, a deterioration of conditions within the structure, and an increased risk to safety for the occupants and firefighters.

Note: Firefighters should be aware that the Incident Controller will direct the activities of firefighters accordingly.

The Incident Controller will determine the most appropriate plan of action and will direct the fire suppression as well as search and rescue activities. How and when any rescue is conducted and what rescue methods are to be used will be determined by several factors including:

- how immediate the threat is
- the stage of fire development
- fire behaviour within the structure
- the number and location of people to be rescued
- the availability of personnel, equipment and resources, and
- the likelihood of occupant survivability

When conducting a rescue:

- carry out search and rescue according to Standard Operating Procedures
- conduct all activities in accordance with occupational health and safety guidelines and
- remain alert at all times – be aware of other events taking place and other potential dangers that may prevent a successful rescue and adjust actions accordingly (use 'dynamic risk assessment')

Exposures

Exposures are any adjacent structures or properties, vehicles in car ports, gas cylinders or machinery not directly involved in a fire but which are at risk of being damaged or burnt if a fire is not contained.

When assessing the situation, the Incident Controller will need to determine the appropriate action to protect exposures.

Building codes and regulations have been developed to ensure there is sufficient spacing across streets and between adjacent structures to limit the chance of fire spreading from one structure to another.

However, in cases of high fuel loads and wind this may not be enough to stop the spread of fire. Radiant heat increases the threat of fire spreading to other parts of the same structure or to adjacent properties. If the fire generates sufficient heat, there is a strong chance that fire may spread to other exposures.

To try and minimise the threat of radiant heat, close doors and use water curtains or protective sprays to cool down the exterior of nearby structures.



Figure 30 – use of water to protect exposures from radiant heat

Note: Water curtains should be used to cool down the exterior of nearby structures to reduce the threat of radiant heat. This will also reduce the chance of fire spreading.

Overhaul

Overhaul is an important operation that ensures that the fire is completely out and takes place as soon as all other stages of fire control have been reached. At the overhaul stage, the firefighting crew may use rakes, rake hoses, and shovels to turn over and spread out debris. Ceiling hooks can be used to open up ceiling and wall spaces to check for hidden hot spots.

Overhaul includes the extinguishment of any remaining pockets of fire. At this stage, it is critical that firefighters do not dispose of any debris.

Overhaul may impede investigation of a suspicious fire as debris can often be a key source of information in a fire investigation, especially in the area where it is thought that the fire originated.

Firefighters should try to preserve the area where the fire is believed to have started (the point of origin). Effective use of water, by gently spraying burning materials rather than blasting them with a water jet, will assist in the preservation of evidence.

Places where fire may smoulder unnoticed include padded furniture such as beds, couches, and chairs, and woodwork such as window frames, joists and beams.

Note: When overhaul is completed, the fire department should ensure that the fire is completely extinguished and that the fire is completely out.

SCHEDULE 24- CFA SYSTEMS OF WORK

Safety

Introduction

Firefighting is a physically demanding and dangerous job. Fireground operations involve many inherent dangers and very real risks to the participants. These dangers include fire, smoke, toxic combustible products, electrocution, structural collapse, explosion, stress, vehicle accident, overexertion, equipment failure, and direct results of uncoordinated tactical activities. Fireground action should be the domain of the participants who are physically fit, mentally alert, healthy, properly trained, fully protected and equipped, and organised to perform in a safe and coordinated manner.

As the person in charge at an emergency, the safety of everyone involved is your primary goal through the phases of every situation. There are risks that come with each emergency, and it is your responsibility to recognise, manage and reduce these risks.

You are responsible for the safety of each firefighter, and the safety of the whole operation. Each firefighter is also responsible for their personal safety, as well as that of their fellow firefighters.

Safety Factors

The critical factors of a Fireground safety program must include:

Command Attitude

Safety is a primary responsibility of the person in charge of the incident and the organisation.

Firefighter Attitude

Everyone involved in the operation is concerned with safety and accepts personal responsibility.

Standard Operating Procedures

There exist tested guidelines, for safe procedures, and outline standard approaches to situations.

Sector Officers

Fireground operations are directed and managed through Sector Officers, with a standard responsibility to manage safety.

Safety Training

All firefighters are well trained in safety practices and procedures.

Health and Fitness

Each firefighter is in the appropriate physical and emotional condition to perform their task without compromising their own safety or that of others.

Protective Clothing

Everyone wears full protective clothing when subjected to physical hazards.

Breathing Apparatus

Everyone wears BA when operating in a contaminated atmosphere.

Equipment and Apparatus

Well-maintained, properly designed equipment is provided to do the job safely and effectively.

Risk Management

A limited amount of risk is accepted as part of the job, but every effort is made to avoid or minimise the risk present.

Safety at an Emergency

Each individual is responsible for their own safety, as well as those they are working with. When you are in charge, you assume a certain level of responsibility for everyone's safety, and you have an obligation to ensure that all work is carried out in a safe manner. If you notice a safety procedure not being adhered to, or an individual ignoring a safety procedure, it is your responsibility to stop the person from proceeding with their actions, and to demonstrate, explain or remind them of safe work and procedures.

Safety When Proceeding to a Call

It may sound pedantic, but safety starts before leaving the station, and there are a number of safety issues to consider from this point:

- *full firefighting uniform available* – boots, gloves, helmet
- *wearing a seatbelt whilst appliance is in motion*
- *cuts and abrasions suitably covered to prevent infection*
- *the driver takes no excessive risk*
- *there are no loose objects in the cabin of the truck that can slide and injure crew*
- *firefighters enter and exit the appliance appropriately*
- *the crew is made aware of your expectations prior to arriving*

These considerations will ensure your crew gets to the emergency safely!

Safety on the Fireground

Safety on the fireground occurs at several different levels – it has been discussed how each individual is responsible for their own safety, and those working with them. The person in charge of the crew is responsible for the safety of the crew, and the Incident Controller and appointed Safety Officer are responsible for fireground safety at all emergencies.

Firefighters may be involved in incidents where you might encounter one or more of the following types of hazards:

- **Thermal** – hazards relating to the extremes of temperatures
- **Mechanical** – hazards resulting from direct contact with fragments scattered because of container failure, explosion or shockwave
- **Toxic** – chemicals that damage or destroy body cells through inhalation, absorption or ingestion
- **Corrosive** – substances that destroy living tissues or cause a chemical burn after exposure
- **Asphyxiant** – hazards that can deprive the body of oxygen

- **Radioactive** – sources that can have a genetic effect (changes to future generations), as well as somatic effects (physical injury)
- **Biological** – micro-organisms that may cause human disease

To ensure safe and efficient performance when involved in these types of emergencies, full protective clothing and correct procedures are required. Therefore, you need to be aware of:

- the degree of protection provided by each item
- the risks, and the situations in which each item is worn
- the correct procedures for use.

Safety considerations at an emergency consist of the following:

Personal Safety

Unrestricted access to:

- Protective gloves – latex, nitrile, electrical gloves, granulated
- Clothing – coveralls, tunic, splash suits, fully encapsulated
- Footwear – GP boots, rubber gumboots
- Eye – goggles, visors
- Ear – ear plugs, ear muffs
- Head – helmets, visors
- Breathing – BA, face masks, dust masks

Fireground Safety

Awareness of:

Structural weakness:

- leaning
- cracking
- twisting
- flexing
- spreading
- testing (smoke through walls)

Structural failure:

- disappearing roof-mounted equipment
- bricks landing on street
- m slabs laying against others
- bowing floors
- collapsed roof structures

Environmental contamination:

- smoke colour
- strong/strange smells
- leaking of contaminants to air, water, drains
- gas/vapour cloud
- body fluids – blood, saliva, plasma

Physical hazards:

- live electrical power lines
- unstable structures, power poles, vehicles, contents
- falling objects
- flammable liquids
- explosive gases
- sharp objects – glass, metal, nails
- water plus electricity

Use of equipment:

- ladders
- B A – SCBA, BG174, jolly board, guidelines, personal distress device
- hose lines
- small gear and ropes and knots
- specialist appliances
- specialist equipment – air sampling etc

Firefighting tactics:

- method of attack – overhead, combination, direct, indirect
- extinguishing medium – foam, gas, water, fog
- aerial equipment and ground monitors

Other safety hazards:

- below-ground fires
- ship firefighting
- un-vented interior fires
- crews operating directly over fires (roof or upper floor)
- roof structures which may collapse suddenly
- exterior attack combined with interior attack
- limited manovoeuvring situations
- situations where fire can get behind fire crews
- change of wind direction

Safety following the Emergency

Pay particular attention to the following:

- *Cleaning and maintenance of equipment used*
- *Cleaning and maintenance of firefighting uniforms*
- *Injuries appropriately treated – cuts, burns, abrasions*
- *Debrief of activities – lessons learnt, faults identified, positives and negatives*

Conclusion

The safety of you and your team members is each individual's primary concern. Regardless of the situation, a casualty of an emergency is not the professional firefighter does not put I or their team members in an unsafe situation when trying to rescue the injured. You only proceed when you have made the area safe, and you are certain that you will encounter minimal acceptable risk.

To ensure safety, you must reinforce safety programs, procedures, use of protective equipment and clothing, and safe operation of equipment and its maintenance. Any risks taken on the fireground must be controlled risks, justified to save lives and valued property. You must be constantly aware of the potential for danger, and continually monitoring the progress of your crew and the emergency.

Firefighting crews can become consumed with their individual tasks, and may not be aware of the 'bigger picture'. As the Incident Controller, this is your task, whether you are the first Leading Firefighter on-scene, or the Chief Executive Officer.

Note: BG174 refers to BG4

SCHEDULE 25- APPLIANCE SCHEDULE

The parties acknowledge that the occupation of firefighting is an extremely hazardous and dangerous occupation where firefighters can be deployed into known and unknown hazardous situations to perform the rescue of life and protection of property. In this context, the parties have prioritised the health and safety of the employees covered by this Agreement by agreeing on the following Schedule.

| | |
|--|--|
| Appliance | Specifications - where references to 'agreed' appliances or specifications is made below this means that the agreed specifications and appliances at the commencement of this enterprise agreement are the designated specifications and appliances under this schedule |
| PUMPER | Type 4 Heavy (Scania cab chassis) Mills Tui/SEM including UFU / CFA Standard Stowage and Sirius Detector , Thermal Imaging Camera and 5 Portable Radios. With design, specifications, stowage and use as agreed. |
| TANKER | 3.4 C/ 2.4 C SEM/Varley. With design, specifications, stowage and use as agreed. |
| AERIAL PUMPER | Type 4 Heavy (Scania cab chassis) Snozzle Mills Tui including UFU / CFA Type 4 Heavy Pumper Standard Stowage and Sirius Detector , Thermal Imaging Camera and 5 Portable Radios With design, specifications, stowage and use as agreed. |
| AERIAL | Bronto Ladder Platform (Scania cab chassis) 37mtr Ballarat, Bendigo 42 mtr Geelong City, Dandenong, Traralgon With design, specifications, stowage and use as agreed. |
| TELEBOOM | Freightliner cab chassis, 20 mtr Teleboom Corio, Frankston and State spare With design, specifications, stowage and use as agreed. |
| RESCUE | Heavy Rescue Dandenong and Geelong City on Mercedes cab chassis Melton on Scania cab chassis With design, specifications, stowage and use as agreed. |
| HAZMAT | Heavy Hazmat – Mercedes cab chassis Corio, Hallam, Shepparton including agreed UFU/CFA Standard stowage and 5 Portable Radios With design, specifications, stowage and use as agreed. |
| BA SUPPORT | Corio, Ballarat, Bendigo & Frankston With design, specifications, stowage and use as agreed. |
| CFA Support Vehicles including but not limited to: | Ground Observer Vehicles, Forward Command Vehicle, Rescue Support Vehicles. Design and specification of these vehicles are to be agreed within the 6 months. With design, specifications, stowage and use as agreed. |
| MCV | Belmont, Wangaratta, Patterson River With design, specifications, stowage and use as agreed. |



FINAL RECOMMENDATION

Fair Work Act 2009

s.240 - Application to deal with a bargaining dispute

United Firefighters' Union of Australia

v

Country Fire Authority

(B2015/1496 & B2015/1498)

COMMISSIONER ROE

MELBOURNE, 1 JUNE 2016

Alleged dispute concerning various agreement clauses.

[1] I provided the parties with a draft recommendation on 14 January 2016. Parties were required to respond to the draft by 25 January 2016. Both parties advised of some matters which they sought to vary in the draft recommendation. I assisted the parties to narrow the differences in respect to the outstanding matters. However, on 19 February 2016 the CFA advised the Commission that it did not support the making of final recommendation as they did not believe it would resolve the dispute. On 8 March 2016 the Commission decided not to make a final recommendation at that stage and adjourned the matter. At the request of the UFU the matter was relisted and a number of further conferences have been held in May 2016. The CFA advised the matters which they consider to be outstanding.

[2] The parties have provided me with detailed submissions concerning the outstanding matters. I have taken the material they have provided into account in finalising this Recommendation. I also provided the parties with a draft of this Recommendation and I have considered the comments of the parties in respect to that draft. The CFA expressed the view that further discussions about a number of matters would be fruitful. Based upon my long experience with the matters in contention I am confident that at this stage there is no capacity for agreement to further amendment and that this Recommendation offers the best prospect for resolution of this long running dispute.

[3] The history of the matter before me is extensive and dates back to early November 2015. Unlike many bargaining disputes there was a significant issue between the parties as to what matters had been agreed and what matters were still in dispute. The only way I could see the matter progressing was to at least have some level of shared understanding about the matters that were properly before me. Accordingly, the first piece of work undertaken by the parties when they were before me in November 2015 was to identify the matters that were not agreed. This process was not without difficulty and contention but ultimately we arrived at an agreed document setting out the matters that were properly before me (even though there was still major disagreement between the parties as to which of those items had been agreed at some point in the process). What came to be known as the 23 November document contained not only the matters that the CFA had identified as not agreed but also the solutions to those

matters from their perspective. It was on the basis of the 23 November document that the matter proceeded before me. The parties accepted my position that it was inappropriate to subsequently raise issues which were not identified in the 23 November document. I note that there were only a small number of matters included in the 23 November document which the CFA and Government representatives indicated had been previously agreed in bargaining but where their position had changed.

[4] In the more recent conciliation sessions it appears to me that the CFA have sought to ignore the long and sensitive bargaining process that has been before me since November 2015. In the context of good faith bargaining and the general clause by clause approach that has been adopted before me, I find it difficult to now disturb the agreements that have been made during the course of bargaining. It is also important to note that the reason or basis upon which it was put to me that the CFA are at liberty to re-agitate matters previously agreed was not clear. Although I note the clear and unambiguous concerns put to me by the CFA in the most recent conferences in relation to various matters, it is difficult for me to reconcile this against previous agreements reached and the fact that at all times before me I have had the benefit of senior members of both the CFA and different areas of government advocating for certain outcomes. I would also note that no explanation was provided as to why the most recent suggested outcomes varied significantly from the outcomes previously sought by the CFA in the 23 November document. The most recent claim or proposal from the UFU has not changed in any significant particular since it has been before me and presumably for some time prior to that. In those circumstances I have felt that I am somewhat constrained in the matters that I am able to properly deal with given the good faith bargaining regime under the Act.

[5] For these reasons I have particularly focused on the matters which were still outstanding as at 19 February 2016 some of which are resolved by Version VF1-0 of 13 April 2016. I consider that this is appropriate having regard to:

- Principles of good faith bargaining. In this respect I am satisfied that many of the matters now in contention have been conceded at some point in the process.
- The very long history of this matter.
- The lack of consensus as to what was agreed between the parties at various stages of the negotiating process which has been exacerbated by the lack of continuity of personnel involved.

[6] I do not consider it necessary to recommend any variation to Clause 12 as I consider that Clauses 12.14(g) and (h) only apply where an employee has a right to progression in accordance with the other provisions of Clause 12.

[7] I do consider it necessary to recommend changes to the Agreement to underline that the Agreement only applies to paid professional firefighters and does not apply to volunteer firefighters or affect their important role. The changes also underline the maintenance of the discretion of incident controllers in managing resources in the interests of public safety. The changes to clause 83.5 are also designed to emphasise that the provisions only relate to integrated stations and to the work of professional firefighters. The role of volunteers in fighting bushfires and maintaining community safety and delivering high quality services to the public in remote and regional areas and in integrated stations is not altered by this Agreement. Recommendations 1, 4, 7, 8, 9, 12 and 13 below are directed to this outcome.

[8] I recommend that the dispute be settled by making the following amendments to Version VF1-0 of 13 April 2016.

- 1) Add a definition of integrated station at clause 11.24. "Integrated Station is a fire station which includes professional firefighters appointed to the station."

- 2) Clause 45.16 drivers – Alter 46.16 to read

“In addition to the other requirements of this clause (including the requirements of the Charts in Schedule 1 as applicable from time to time), above-strength career firefighters or career firefighters who are OSG personnel from either CFA or MFB can be used where necessary to act as drivers for on shift Commanders”
- 3) Move Clause 84 diversity to after Clause 147
- 4) Revised wording for 7 on fire ground Clause 83.5 (replace the relevant paragraph with the following)

“Consistent with the increases in staffing provided in this Agreement, the CFA will conduct an extensive range of preventative and preparedness programs and meet its duty of care by ensuring a minimum of seven professional firefighters to fireground incidents are dispatched before commencement of safe firefighting operations. This requirement applies to integrated stations in Districts 2, 7, 8, 13, 14, 15 and 27. Consistent with the increases in staffing provided for in this Agreement, CFA will also ensure that there is a minimum of seven professional firefighters to fireground incidents that professional firefighters are dispatched to before commencement of safe firefighting operations for the following integrated stations being Shepparton and Midura professional firefighters by no later than 1 January 2017 and Warrnambool professional firefighters by no later than 1 January 2018.”
- 5) Clause 99.1 revert to the wording of the 2010 Agreement at clause 38.1.

“The monetary amounts of the allowances provided for in this agreement set out in Schedule 4 (with the exception of Clause 99.6 Personal Expenses and Accommodation) shall be paid in accordance with Australian Tax Office legislation. However, in the case where an employee receives less than the net amount stipulated in Schedule 4 the parties agree to have discussions regarding the reduced quantum. Each party reserves their rights to pursue any reduction in net entitlements in accordance with the above so no employee is disadvantaged.”
- 6) Clause 100.2. Vary to make it clear that the initiatives are not agreed by altering the preamble as follows: Replace “to discuss and pursue the following agreed initiatives” with “and agree to discuss and pursue the following initiatives”.
- 7) Vary Clause 36.4 to add “except in the case where the incident is a level 3 multi-agency incident or to a CFA/MFB incident controller at an incident”
- 8) Alter Clauses 44.2.7 and 45.13 to be consistent with 83.5.
- 9) Add a provision that “For the avoidance of doubt, except as provided in Clause 64- Peer Support, nothing in this agreement shall prevent volunteers in the CFA from providing the services normally provided by such volunteers as volunteers without remuneration.”
- 10) Clause 3 Objectives Add: “In implementing this Agreement the parties will act consistently with equal opportunity and anti-discrimination legislation.”

11) Add a provision that “The additional staffing resources implemented in accordance with Schedule 1 are sufficient to meet the staffing requirements of other provisions in this Agreement which have staffing implications.”

12) 152.3. Delete the last sentence.

13) Clause 16.4 add the word “administrative” before “reporting line” in the last line.

14) Replace Clause 27 with Clause 21A as follows:

“21A DISPUTE RESOLUTION OFFICER

Any dispute from a party regarding consultation shall be dealt with in accordance with this clause and the dispute resolution clause of this agreement. The Dispute Resolution Officer is responsible for ensuring consultation proceeds pursuant to this Agreement in a fair, timely and effective manner. The Dispute Resolution Officer is to act independently of the parties.

21A.1 Where there is a dispute regarding consultation, before referring the matter to the Fair Work Commission, a party may notify the Dispute Resolution Officer. When a dispute has been notified, the Dispute Resolution Officer shall arrange a meeting within seven days of the CFA CEO and the Secretary of the UFUA Victorian Branch (or their respective delegates), each with one other person accompanying them if necessary having regard to the nature of the dispute.

21A.2 The Dispute Resolution Officer, the CFA and the UFU Secretary shall attempt to resolve the dispute by consensus. They may decide to refer the matter for further consultation, decide that the matter is at an end or resolve it in another manner. If there is no resolution by consensus, a party may refer the matter to FWC pursuant to the dispute resolution clause.

21A.3. The Dispute Resolution Officer is either an employee as agreed to between the UFU and the CFA, or an independent third party as agreed between the UFU and the CFA. All costs incurred by the establishment and operation of a Dispute Resolution Officer shall be carried by the CFA.”

[9] If the Recommendation is accepted by the parties then, with the above amendments, the document should be put to employees for endorsement and, in the event of a positive vote, submitted to FWC for approval in the normal manner.



COMMISSIONER

Board resolution



Resolution

The Board had before it the proposed County Fire Authority / United Firefighters Union of Australia Operational Staff Enterprise Agreement 2016 (proposed Agreement) between it and the Operational Staff.

The Board considered:

1. The *Country Fire Authority Act 1958 (Vic)*;
2. The history of the negotiations including conciliation in the Fair Work Commission (Commission) and the final recommendation of Commissioner Roe;
3. The concerns expressed by the previous Board;
4. The policy of the Victorian Government advising that the CFA will abide by and implement the Commission's final recommendation of 1 June 2016, with the changes necessary to implement the substance of President Ross's proposal as soon as practical;
5. The Volunteer Charter and the concerns expressed by the Volunteer Fire Brigades Association together with the extensive material it provided including during consultative meeting on 8 July, 14 July and 1 August 2016;
6. The matters discussed at the meeting with the UFU on 1 August 2016;
7. The legal opinions given to the CFA by Mr Frank Parry QC and Ms Melinda Richards QC together with opinions from the Victorian Government Solicitors Office (VGSO) and Mr S Moore QC;
8. The report of the Chief Officer as to the operation of the proposed Agreement and his assurance that he has the requisite authority;
9. The recommendation of the CEO to approve the proposed Agreement; and
10. The Statement of mutual intent.

The Board notes:

1. The changes to the proposed Agreement since it was considered by the previous Board;
2. The statement of mutual intent which will aid an understanding of the proposed Agreement;
3. The provisions in the proposed Agreement which, in particular, states that the role of volunteers in fighting bushfires and maintaining community safety and delivering high quality services to the public in remote and regional areas is not altered;
4. That the *Fair Work Act 2009 (Vic)* operates so as to ensure that nothing in the Agreement can:
 - a) Alter the responsibility of CFA in relation to the operation of the *Occupational Health & Safety Act 2004 (Vic)*;
 - b) Alter the responsibility of CFA in relation to the provisions of the *Victorian Equal Opportunity Act 2010 (Vic)*; and
 - c) Inhibit the Chief Officer from giving Directions about the performance of work in an emergency situation.
5. The alteration to the proposed agreement on the advice of the VGSO to respond to concerns about discriminatory clauses;

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Board resolution



6. The Government commitment to ensure that the CFA is funded to meet the costs associated with the implementation of the proposed Agreement and that the funding for volunteers will not be impacted as a result of funding the proposed Agreement implementation.

The Board notes with disappointment:

1. The confusion created in relation to the proposed Agreement;
2. The adverse interaction in some areas between career firefighters and volunteers; and
3. The impact of the negotiations and events surrounding the negotiations have had on morale and the public perception of these events which may have impacted on the standing of CFA in the Victorian Community.

Decision

The Board also recognises the potential of the proposed Agreement to impact on the speed at which CFA can adopt policies, procedures and practices in the interests of employees, volunteers and the Victorian Community. In this connection, and in recognition of these concerns, if the proposed Agreement is approved, the Board directs the CEO to:

- a) establish capability and capacity within CFA to implement, monitor and ensure that the proposed agreement promotes the aims and objectives, including the application of both State Act of Parliament, the *Fair Work Act 2009 (Commonwealth)* and the statement of mutual intent; and
- b) take steps to ensure that effective consultative mechanisms and change management are in place with representatives of both volunteer and career firefighters so that CFA may build a greater level of trust and understanding that advances cultural and organisation improvement.

The Board further notes the impact the negotiations and events surrounding the negotiations have had on morale and the public perception of these events which may have strained the standing of CFA in the Community. In this connection, the Board directs the CEO to develop and implement both an internal and external communications strategy to emphasise and enhance the trust in CFA and its vital role in serving the Victorian Community. This would involve the role played by management, volunteers, staff and career firefighters.

Finally, in addition to the matters contained in the proposed Agreement for career firefighters, the Board resolves to create a Chairs' Advisory Committee on volunteerism. The Chair will invite volunteers to participate in this Advisory Committee. The purpose of the Advisory Committee is to give high level advice to the Chair so that Board decisions may continue to be informed by issues which will assist the promotion and effective service of CFA volunteers.

It is against that Background that CFA authorises the CEO to put the proposed Agreement to a vote in accordance with the provisions of the *Fair Work Act 2009 (Commonwealth)* of its career firefighter staff and if the proposed Agreement is supported by that vote, the Board authorises the CEO to submit the proposed Agreement to the Fair Work Commission for approval. The Board specifically reserves its right to make whatever submission may be appropriate in the event that the Fair Work Commission raises any matter which may impact upon its approval.

JOINT STATEMENT OF INTENT
BY THE
COUNTRY FIRE AUTHORITY
AND THE
UNITED FIREFIGHTERS' UNION OF AUSTRALIA

Preamble

1. This statement sets out the commitment of the Country Fire Authority (CFA) and the United Firefighters' Union of Australia (UFU) (together, the parties) to work together to implement the *Country Fire Authority / United Firefighters Union of Australia Operational Staff Enterprise Agreement 2016* (Agreement).

Oversight of the Implementation of the Agreement

2. The parties agree that the Emergency Management Commissioner (EMC) will oversee the implementation of the Agreement and provide implementation reports to the Minister for Emergency Services at six months and twelve months after the commencement of the Agreement. These reports will be made publically available and will monitor the following matters:
 - a. the effective roll-out of 350 new career firefighters at integrated stations;
 - b. the increased recruitment and support of women and other programs associated with the diversity provision at clause 52A of the Agreement;
 - c. the rollout of training of new recruits and skill development; and
 - d. the operational impact of seven on the fireground within integrated stations.

Consultation and dispute resolution

3. The parties agree that where a dispute exists regarding consultation, either party may refer the matter without any unreasonable delay to the Dispute Resolution Officer under clause 21A of the Agreement.
4. The parties agree that the Dispute Resolution Officer, provided for by clause 21A of the Agreement will be appointed without delay.
5. It is the parties' intention to resolve disputes as quickly and efficiently as practicable.

Seven on the fire ground

6. It is the mutual intention of the parties that clause 77.5, 43.2.7 and 44.13 of the Agreement operates in the following manner:
 - a. The clause only relates to integrated stations in districts 2, 7, 8, 13, 14, 15 and 27, and to Warrnambool, Shepparton and Mildura once the additional resources to achieve seven professional firefighter positions per shift in Schedule 1 are in place.
 - b. The requirement only applies to professional firefighters, it does not prevent volunteers from providing the services normally provided by volunteers.

- c. In the integrated stations where the provision applies it requires a minimum of seven professional firefighters to be dispatched to fire ground incidents before commencement of safe firefighting operations. It does not require seven professional firefighters to be physically at the fire ground before the commencement of firefighting operations.
 - d. Incident controllers maintain their discretion as to the management of resources in the interests of public safety after undertaking a risk assessment/sizeup upon arrival at the fire/incident.
7. The parties agree that they will:
- a. work together on the roll-out of the 350 firefighters and associated issues; and
 - b. work together on the implementation of the seven on the fireground dispatch model.

Location of Training

8. Clause 77.4 of the Agreement provides as follows:
- “Training will only take place at agreed recognised training locations and not at fire stations, unless otherwise agreed. This clause will not affect current arrangements regarding station drills that occur at fire stations.”
9. It is the mutual intent of the parties that the reference to station drills in the second sentence of clause 77.4 includes all forms of training such that clause 77.4 will not prevent the CFA scheduling station drills and training at fire stations or particular training locations where it is the agreed practice to schedule particular station drills and training at particular fire stations or training locations before the commencement of the Agreement

Protection of the Community

10. The parties recognise the importance of ensuring that the community are protected in accordance with the CFA Service Delivery Standards without compromising firefighter safety and not at the expense of maintaining a safe working environment. The parties commit to undertaking all steps necessary to achieve this aim in accordance with the Enterprise Agreement, based on the increased resources, both human and capital, that have been allocated for implementation during the life of the Agreement.
11. The parties also underpin the above statement with the findings and evidence that formed part of the Bushfire Royal Commission regarding the need for increased staff, improved operational Policy and Standards, stronger coordination and improved interoperability.
12. The UFU has shown their commitment to achieving the above in partnership with the CFA by inserting the following clause into the agreement:

24. PRODUCTIVITY

- 24.1. *Subject to this agreement, the parties agree to continue to work towards making agreed improvements in efficiency and productivity providing safe, satisfying and rewarding employment for employees covered by this agreement. Such improvement will be implemented via consultation as per*

clause 21 and not be at the expense of maintaining a safe working environment or reducing public safety in any way.

24.2. *The parties agree that any continuous improvement proposed in accordance with this clause is an efficiency.*

Workforce diversity and the National Employment Standards

13. It is the mutual intention of the parties that the Agreement does not exclude any provision of National Employment Standards as contained at Part 2-2 of the *Fair Work Act 2009* (Cth) and in particular section 65.

.....
UFU

.....
CFA

FAQ about the CFA UFU proposed Enterprise Agreement:

Allegation: 60,000 CFA volunteers are angry about a union takeover of the CFA.

The Truth: As the below points show, ***there is no union takeover***. It is true that *some* volunteer firefighters have been upset by a misleading campaign of division that is being funded by the Liberal Party – and also used to raise Liberal campaign funds. As volunteer firefighters become better informed, they become increasingly upset at being manipulated and used as political footballs by self-interested outsiders.

Volunteer and career firefighters have great respect for each other and stand shoulder to shoulder to fight fires and protect their communities.

Fair Work Commissioner Roe pointed out several times in his Final Recommendation that the Agreement **DOES NOT** affect volunteer firefighters. In his own words:

“The role of volunteers in fighting bushfires and maintaining community safety and delivering high quality services to the public in remote and regional areas and in integrated stations is not altered by this Agreement.”

Allegation: The firefighters’ union is getting it all their own way.

The Truth: The union has made over 120 additional concessions as part of the bargaining process since November 2015. Prior to November 2015 the CFA had agreed to most of the clauses in the proposed Agreement.

Allegation: There must be 7 career firefighters at every fire in Victoria before any firefighting can begin.

The Truth: At 31 of the 34 integrated stations (that’s 31 out of 1200 CFA fire stations) in highly populated fast-growing areas in metropolitan Melbourne, Geelong region and major regional areas of Bendigo, Ballarat, Shepparton, Mildura, Warrnambool and the Latrobe Valley, 7 career firefighters will be ***dispatched*** to fires that are within their current response area. Whoever arrives first, volunteer or career, will

immediately begin the firefight and can determine if additional resources are required or not. It is a lie to say that volunteer firefighters must wait for career firefighters to arrive. This provision won't apply to the other almost 1,200 CFA stations across Victoria.

Allegation: The Agreement will give the Union a veto over CFA decisions.

The Truth: The UFU will be allowed **consultation** regarding specific matters. Past failures in consultation allowed the CFA to cover up the Fiskville tragedy where career and volunteer firefighters continued to be exposed to chemicals that cause cancer and birth defects. Other examples include CFA buying trucks that were not fit for purpose or building stations where the trucks cannot fit in the station. The Fair Work Act requires all enterprise agreements to have both consultation and dispute resolution processes. Workplace disagreements regarding consultation between the CFA and its employees can be sent to the Dispute Resolution Officer and then onto Fair Work if it is still not resolved.

Allegation: A UFU veto over clothing.

The Truth: The CFA and UFU will consult about the firefighters clothing, including protective clothing. The CFA and UFU currently consult about firefighters clothing and equipment. In the past, prior to meaningful and genuine consultation, firefighters were burned due to the poor standard of the clothing. The firefighters are the experts on the necessary standards of clothing, including structural Personal Protective Clothing, and it is in the interests of all firefighters that those standards are identified and maintained. The CFA determines what clothing it will issue to volunteers.

Allegation: No new appliances or equipment without UFU approval.

The Truth: As is the case currently, the CFA and the UFU will consult about new equipment or appliances that are used by career firefighters. It does not have any involvement in the appliances or equipment issued to volunteers. It is hoped that this will help to prevent poor procurement decisions that we have seen in the past including dangerous vehicles, faulty radios and trucks that don't fit in the stations.

Allegation: Paid staff only to report to paid staff.

The Truth: As is the case currently, Volunteers can continue to be incident controllers as occurs at present. The agreement clearly allows career firefighters to report to incident controllers who are volunteers.

Allegation: Career and volunteers crews can't share trucks.

The Truth: They can, they do, and they will continue to do so.

Allegation: The CFA are saying they can't sign the Enterprise Agreement because it is unlawful.

The Truth: The CFA said that about the 2010 enterprise agreement from 2012. In 2015 and 2016 the CFA proposed to roll over that 2010 agreement including the clauses they had claimed were unlawful. The legal advice CFA is referring to advice on an outdated version of the agreement from last year, had many limitations and the advice has been kept secret from firefighters until released in the media in June 2016. It is up to the Fair Work Commission to decide if an agreement is legal and Commissioner Roe's Final Recommendation addresses all issues.

Allegation: The Victorian Equal Opportunity and Human Rights Commission says the Enterprise Agreement is discriminatory.

The Truth: Last year, the CFA asked the VEOHRC to investigate potential issues of discrimination in a secret, outdated CFA draft of the Enterprise Agreement. The VEOHRC advice, which was not legal advice, was also kept secret until early June. The report raised potential concerns that the draft Agreement's rostering provisions may be strict for people with family caring responsibilities. The correct version of the proposed agreement including the Commission's Final Recommendation provides for more flexibility than the 2010 Agreement and the 2010 Agreement is the CFA's proposed offer to employees.

The Final Recommendation of Fair Work Commissioner Roe, which has been agreed to by the UFU, includes the following diversity clause as an Enterprise Agreement objective:

“In implementing this Agreement the parties will act consistently with equal opportunity and anti-discrimination legislation.”

Allegation: The EBA is going to cost \$1 billion.

The Truth: This is wrong. The Department of Finance and Treasury estimates this will cost approximately \$160 million over 4 years. These estimates have gone through rigorous financial analysis. The amounts in the media are based on outdated and inaccurate information.

Allegation: The Liberals are looking after the CFA and Labor is destroying the CFA.

The Truth: The Liberals cut \$66 million out of the CFA - this affected both volunteer and career firefighters. They also spent \$21 million attacking firefighters' conditions in litigation while opposing presumptive legislation in the Parliament. Labor has not only provided more resources to the CFA, they have also committed to presumptive legislation and supporting firefighters.

More information: yourcfa.info.vic.gov.au/get-the-facts/

Allegation: There must be 7 professional firefighters at every fire in Victoria before any firefighting can begin.

- The allegation that there must be seven professional firefighters at every fire in Victoria before firefighting can begin is simply not true and is being propagated for purely political purposes.
- The enterprise agreement contains a provision that requires for safety reasons the **dispatching** of seven professional firefighters to calls that originate in high density urban areas. This clause does not prevent firefighting from commencing immediately nor does it prevent volunteer firefighters from commencing operations if they arrive on scene first. In the event where there is only one truck arriving first which will be in the majority of cases then that fire truck will commence firefighting operations. The second fire truck will also be dispatched to provide critical and essential firefighter numbers for safety reasons. For example, the initial deployment of fire crews into a structure fire requires two fire fighters in breathing apparatus, one qualified firefighter operating the fire appliance to provide water and other equipment, an officer who is in charge of command and control of the incident. Standard operating procedures to ensure the safety of firefighters and the community is that there needs to be a second truck dispatched to ensure the safety of the initial crew and public if they were to become trapped due to building collapse, engulfed in fire due to flash over or other scenarios that may occur in with the inherent dangers.
- This requirement for seven firefighters to be dispatched is limited to 31 of the 34 integrated stations (that's 31 out of 1200 CFA fire stations). An integrated station is a station that has a combined firefighting crew of full time professional firefighters and volunteers. There are only 34 integrated stations in the CFA region. Integrated stations as stated above are usually in high density population urban areas and risk due to the frequency, complexity and diversity of incidents/fire calls.

A summary of the above is as follows:

- Seven career firefighters will be **dispatched** to fires that are within their current response area. Whoever arrives first, volunteer or career, will immediately begin the fire fight and can determine if additional resources are required or not. This does not apply to call calls in country Victoria but only in 31 of 34 urban locations where there is high population density.
- Volunteers can immediately commence firefighting operations. Volunteers will not be required for wait for professional firefighters to be dispatched or arrive at the incident.
- The most senior firefighter first on scene makes an assessment as to whether 7 firefighters or more or less will be needed. Any unneeded resources can be returned to station via radio in accordance with normal procedures, whether en route or on scene.
- Integrated stations are stations have professional firefighters and volunteers.
- This is a condition in the enterprise agreement and is not in legislation.

- The enterprise agreement only covers CFA Professional firefighters in Victoria and does not cover or apply to volunteers. It does not cover any other fire service or firefighters other than the CFA and will not apply nationally.
- The Fair Work Commission has confirmed in its Final Recommendation that there is no impact on volunteer firefighters:

"I do consider it necessary to recommend changes to the Agreement to underline that the Agreement only applies to paid professional firefighters and does not apply to volunteer firefighters or affect their important role. The changes also underline the maintenance of the discretion of incident controllers in managing resources in the interests of public safety"

"The role of volunteers in fighting bushfires and maintaining community safety and delivering high quality services to the public in remote and regional areas and in integrated stations is not altered by this Agreement."

- Seven on the fire ground is an international firefighting standard based on safe systems of work task analysis.
- Seven on the fire ground is the safe system of work used by the MFB in Victoria and has been for many years.

If you require any further information please contact Peter Marshall directly on 0419 127 004.

Please find below an explanation of clause 35.4 of the proposed CFA EBA.

The clause reads as follows:

35.4 All employees covered by this agreement shall only report to operational employees under this agreement or at the rank of DCO or CO when responding to fire alarms or incidents under this agreement except in the case where the incident is a level 3 multi-agency incident or to a CFA/MFB incident controller at an incident.

The clause operates that an employee under this agreement shall only report to operational employees under the agreement (Firefighter up to Operations Manager) and:

- the rank of DCO or CO when responding to fire alarms or incidents under this agreement
- where the incident is a level three multi-agency incident employees under this agreement can report to a Level 3 Incident Controller who is a member of CFA (Staff or Volunteer Firefighter) or another emergency service organisation from within the State, interstate or overseas
- to a CFA (Staff or Volunteer Firefighter) or MFB Incident Controller at an incident

A level 3 multi-agency incident is defined by size of the incident, how long the incident is likely to be managed and complexity of the incident. Recent examples of a level 3 incident include Hazelwood Mine Hazmat/Fire, Wye River Bush Fire, Somerton Tip Non Structure fire, Kaladbro Peat Fire, Blue-Green Algae Contamination in the North East of the State and the Portland Ship Fire. Generally the incident will be managed for more than 24-48 hours or longer and will involve multiple agencies. It can also be complex and may require specialist response.

A CFA or MFB incident controller includes any CFA or MFB incident controller. This ensures that employees under the agreement can report to CFA volunteer incident controllers or MFB incident controllers, as they can respond into areas where CFA volunteer incident controllers and MFB incident controllers operate.

The crew leader of the first arriving appliance is the incident controller and any subsequent crews are tasked by that incident controller. In the case of either a volunteer or career appliance, the person in charge of that appliance is a crew leader. In the case of an appliance with career firefighters, the crew leader is usually a Station Officer or a Senior Station Officer. In the case of an appliance with volunteer firefighters, the crew leader is usually a Volunteer Officer or a volunteer with crew leader qualifications.

The crew of the appliance, whether it is staff or volunteer, will all report to their crew leader for direction and tasking. This also ensures span of control so the incident controller is not having to task 20 firefighters on the fireground simultaneously and being over-run and so this is also a safety requirement. This is in-line with CFA Chief Officer Standing Orders for incident management arrangements. When the appliance arrives, the crew leader of the vehicle will liaise with the incident controller and will be requested to perform various fireground tasks. The crew leader then directs their crew to perform the tasks and activities required. Should the incident controller request a change in tasking, then they work through the crew leader for the crew leader to re-task their crew accordingly. This current practice is not changed by the clause and this practice will continue.

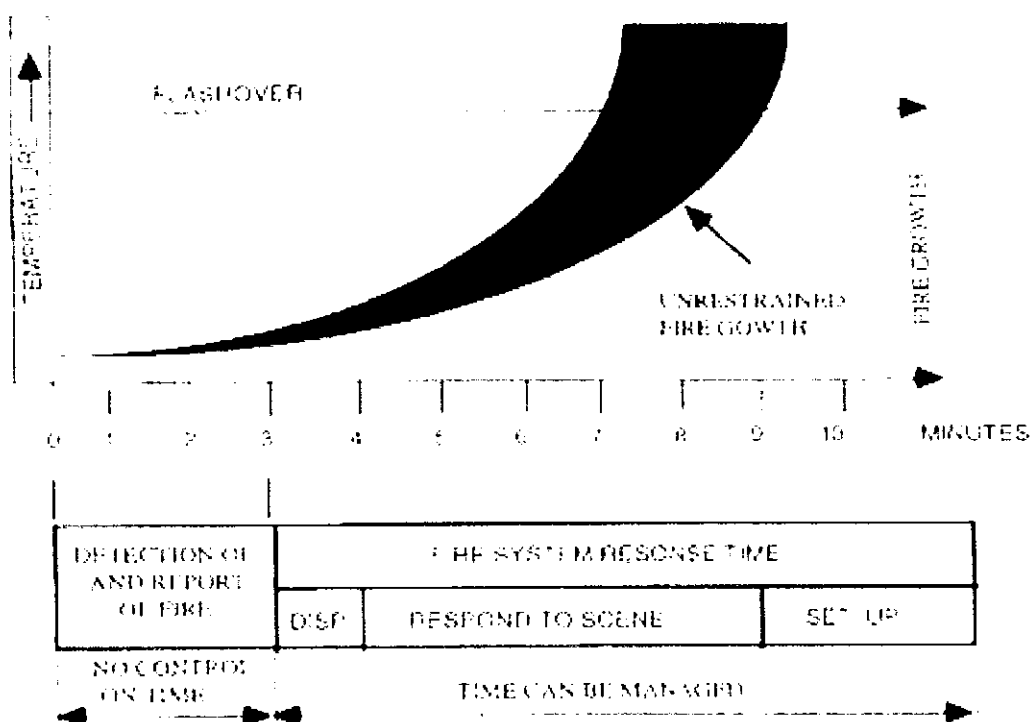
The crew leader in charge of career firefighters may also need to consider the welfare and fireground HR matters for their staff crew, especially at long duration/protracted and campaign incidents. The staff officer is suitably equipped to do so as they will understand the terms and conditions of employment, alleviating the need of the incident controller (who may be a volunteer or member of another agency) to deal with those issues that they have little or no understanding. The reporting lines of firefighters to leading firefighters, leading firefighter to stations officers etc are contained in the current agreed position descriptions, which have been longstanding. This clause does not change these reporting lines.

The clause is not designed to override incident control practices as currently in place and the clause does not have that effect. Rather it addresses the practice of operational staff reporting to operational staff, with the exclusions as explained above.

EMERGENCY RESPONSE - FLASHOVER

To maximize the prevention of loss of life and minimize damage to property, fire services mandate a quick response by applying standards for their firefighters to respond to emergencies.

- Underpinning fire service response time standards is scientific research that dictates that a fire must be suppressed within five to 10 minutes of ignition. The physical characteristics of fire cause the temperature in a building to rise extremely rapidly, and a sudden and dramatic simultaneous ignition of most combustibles and gases is called flash-over. The time required for flash-over to occur varies according to building construction and furnishing materials and usage. The fire spreads quickly once flash-over has occurred.
- In order to maximize the potential of saving life and minimizing damage to property, firefighters must enter the building to commence suppression activities to avoid flash-over.



- Maximises the potential to save lives
- Firefighters not put at major risk as the fire is contained
- Damage to property is limited
- Business continuity is achieved due to prevention of extensive damage

CFA's Service Delivery Standards (SDS)

| CLASS OF HAZARD | RESPONSE TIME DEFINITIONS | VEHICLE RESPONSE TIMES (MIN) * |
|--|---|--------------------------------|
| 1 - High Urban ** | A structure or series of structures, which present a serious life hazard from fire. | ** |
| 2 - Medium Urban | Significant urban areas, primarily residential areas involving commercial centres, clusters of industrial and/or institutional hazards. | 8 |
| 3 - Low Urban | Encompasses all structural hazards in urban areas not falling into Classes 1 and 2 and includes predominantly residential occupancies and small industries. | 10 |
| 4 - Rural | Primarily involves natural surroundings in terms of fuel, but also involves isolated dwellings and structures within those areas. | 20 |
| 5 - Remote Rural | Structural and rural hazards similar to Class 4 and for which the location of the hazard is geographically distant from a fire station. | No times specified |
| Urban RAR¹ | Road Accident Rescue incidents occurring in the Melbourne statistical division ² , plus the municipal districts of Greater Geelong, Greater Bendigo, Ballarat, Latrobe and Greater Shepparton. | 20 |
| Rural RAR¹ | Road Accident Rescue incidents occurring in that part of Victoria not in the urban zone. | 40 |
| Hazmat | Any hazmat incident. ³ | No times specified |
| <p>* CFA measures response time as the interval between the notification of the first brigade and the arrival of the first fire truck on scene, that is Response time = Turnout time + Travel time.</p> <p>** An integrated package has been developed for this hazard class that does not rely exclusively on response times. Adoption of this approach by CFA followed an Authority decision in December 1997 to approve a number of changes to CFA's standards of Service Delivery. These include an increased emphasis on integrated risk management arrangements at high risk sites. In 1998, by direction of the Chief Officer, CFA discontinued the use of Hazard Class 1 as a category for the purpose of response time reporting.</p> | | |

| TURNOUT TIME (MIN) | BRIGADE TURNOUT TIME DEFINITIONS ⁴ |
|--------------------|---|
| 1.5 | Brigade with more than one career officer / firefighter on duty at the fire station. |
| 4.0 | Brigade (fully volunteer or with one career officer on duty) with Emergency Reporting System (ERS), siren, full complement of pagers and incorporating any hazard class 2 locations in their response area. |
| 6.0 | Brigade (fully volunteer) with ERS activated siren, or a full compliment of pagers and incorporating any hazard class 3 locations in their response area but no hazard class 2 locations. |
| 10.0 | All other brigades incorporating only hazard class 4 and 5 locations in their response areas. |

¹ RAR definitions extracted from the Victorian Government publication "Road Rescue Arrangements Victoria" July 2002. This relates to the response of the specialist Road Accident Response appliance to the RAR incident.

² The Melbourne Statistical Division is defined by the Australian Bureau of Statistics as the area bounded by the municipalities of Wyndham, Melton, Hume, Whittlesea, Nillumbik, Yarra Ranges [western part only], Cardinia, Casey and the Mornington Peninsula.

³ This relates to the response of the specialist Hazmat appliance to the Hazmat incident.

⁴ As Approved at Operations Committee Meeting of the Board held 20/02/2002

RESPONSE WORKLOAD

LARA (7226)

ALL EMERGENCY & NON EMERGENCY (INCLUDES OUTSIDE BRIGADE AREA) INCIDENTS
397

ANALYSIS PERFORMED
BRIGADE WORKLOAD
INCIDENTS ANALYSED
397

BASIC ANALYSIS

May-2014 to Apr-2015

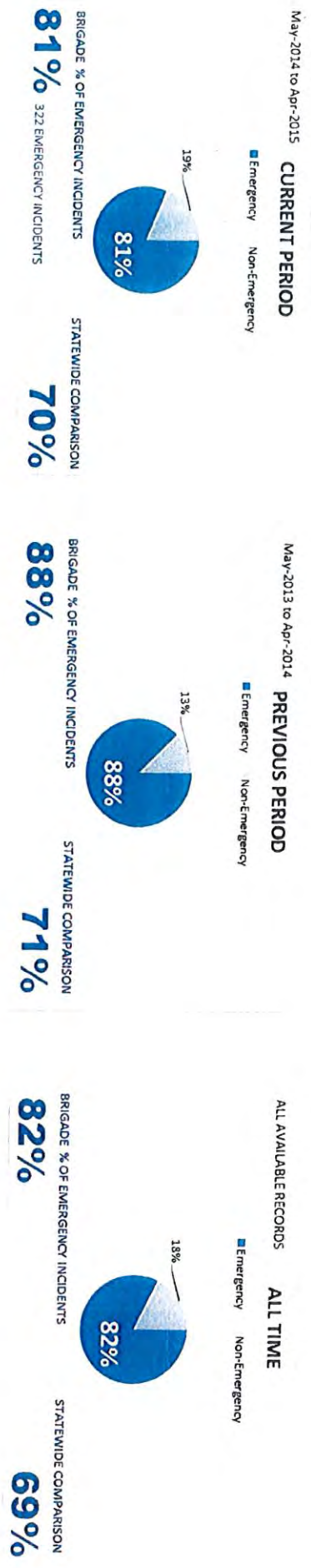
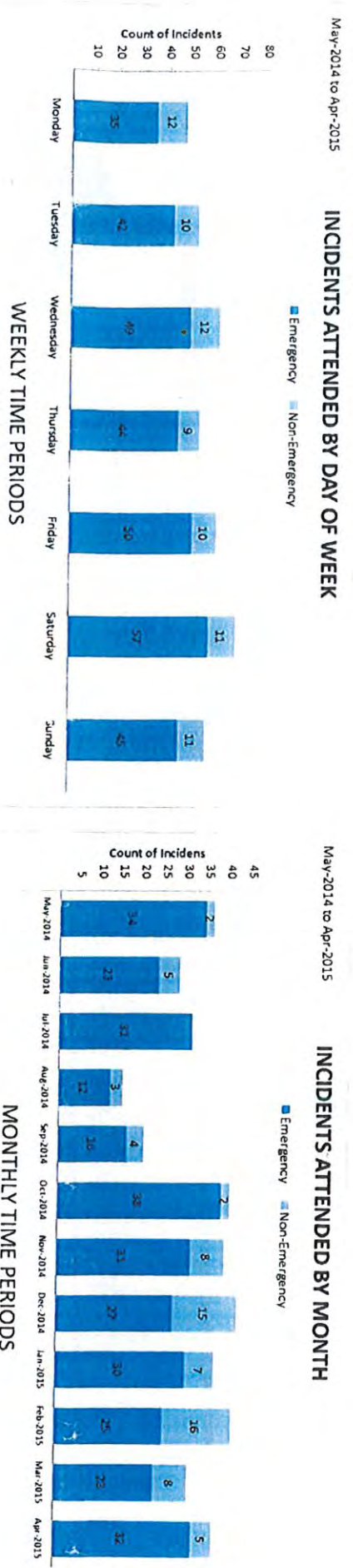
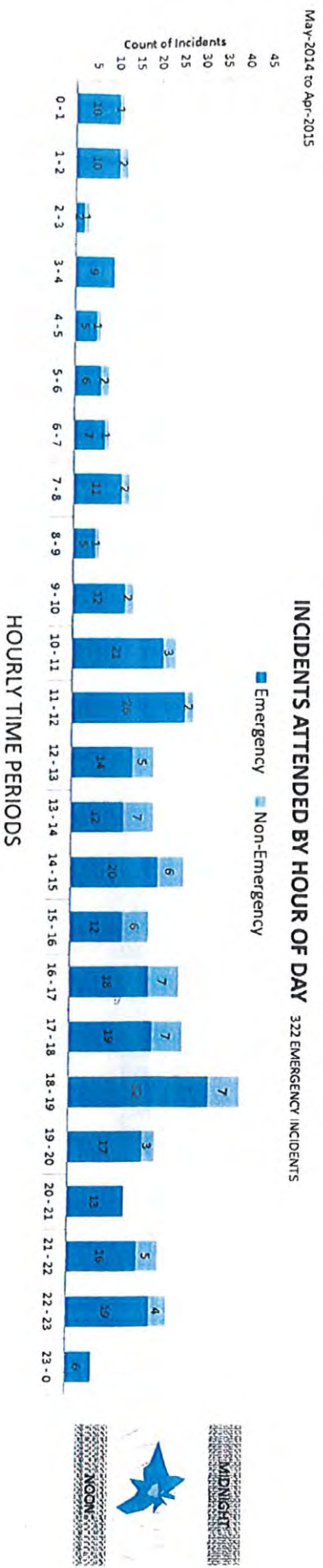
NUMBER OF INCIDENTS PER CAPITA
[for the selected period]
BRIGADE POPULATION: 12297
BRIGADE: .03 PER CAPITA
STATEWIDE: .03 PER CAPITA

322 EMERGENCY INCIDENTS FOR THE CURRENT PERIOD
EVEN NO CHANGE SINCE LAST PERIOD

ABS DATA not adjusted for growth. Figures are based on ABS data available in the enterprise data warehouse from the 2006 Census and represents the population inside the selected brigade area. This will be shortly updated with more current information.

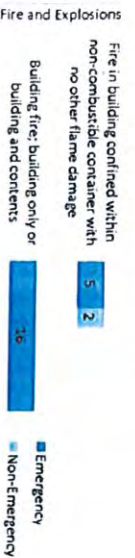
EMERGENCY INCIDENTS (AS A PERCENTAGE OF WORKLOAD)

81%

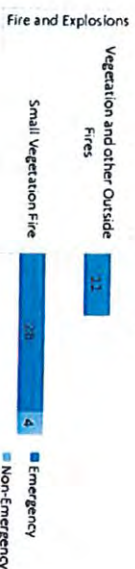


RESPONSE WORKLOAD - BY INCIDENT TYPE

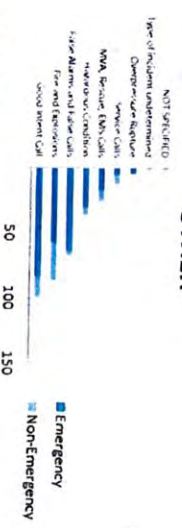
STRUCTURE



WILDFIRE



OTHER



RESPONSE WORKLOAD - BY SEASON (10 YEAR HISTORY)

EMERGENCY INCIDENT HISTORY AUTUMN



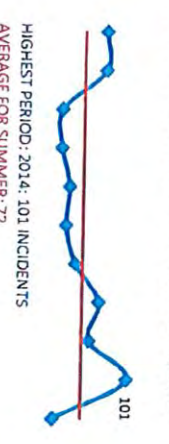
EMERGENCY INCIDENT HISTORY WINTER



EMERGENCY INCIDENT HISTORY SPRING



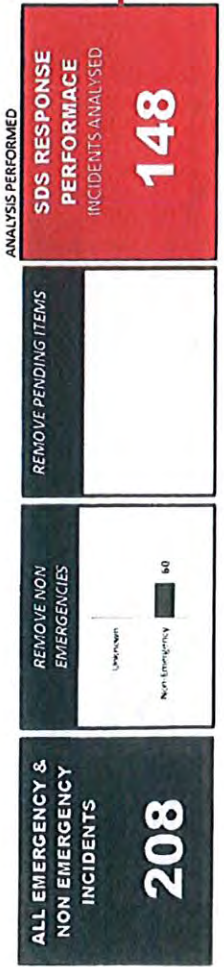
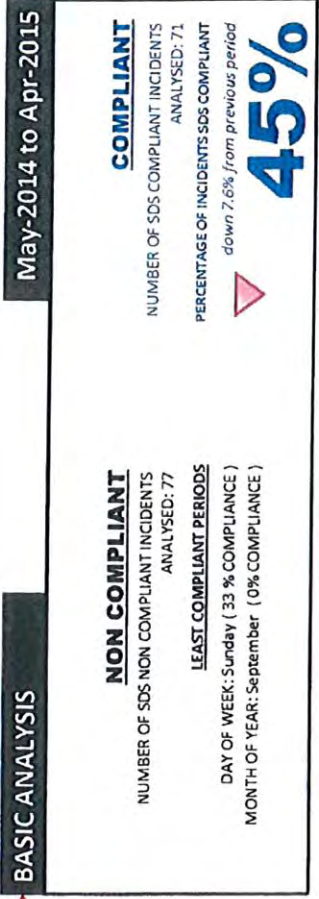
EMERGENCY INCIDENT HISTORY SUMMER



RESPONSE PERFORMANCE - SDS COMPLIANCE

LARA (7226)

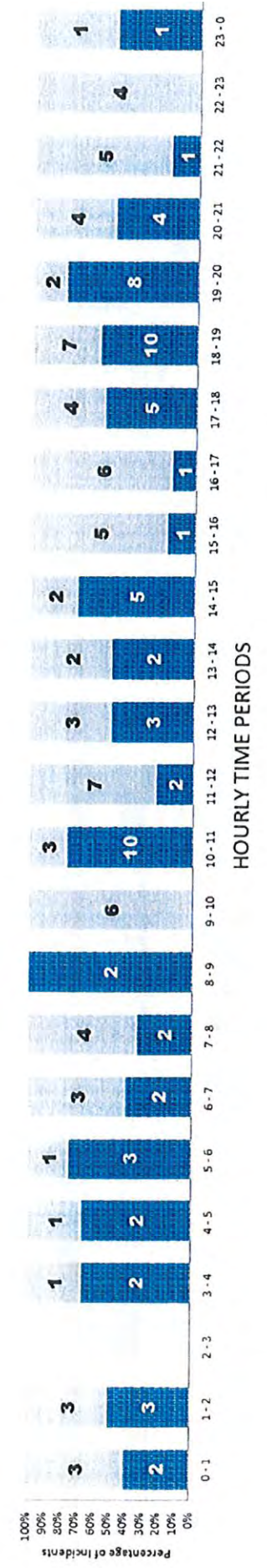
Development product only. Prepared by John Blandford on 09 Jul 2015



May-2014 to Apr-2015

TIME OF DAY COMPLIANCE

■ Compliant ■ Non Compliant ■ Unknown Compliance



May-2014 to Apr-2015

May-2013 to Apr-2014

May-2014 to Apr-2015

ALL AVAILABLE YEARS

ALL TIME

■ Compliant ■ Non Compliant ■ Unknown Compliance

■ Compliant ■ Non Compliant ■ Unknown Compliance

■ Compliant ■ Non Compliant ■ Unknown Compliance

■ Compliant ■ Non Compliant ■ Unknown Compliance



BRIGADE AVERAGE COMPLIANCE **45%**

STATEWIDE AVERAGE COMPLIANCE **82%**

BRIGADE AVERAGE COMPLIANCE **85%**

STATEWIDE AVERAGE COMPLIANCE **84%**

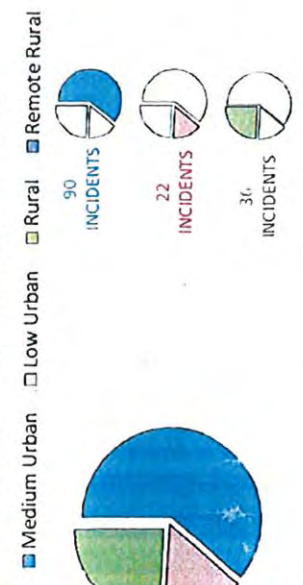
May-2014 to Apr-2015

May-2014 to Apr-2015

May-2014 to Apr-2015

May-2014 to Apr-2015

HAZARD GROUP ACTIVITY SUMMARY



May-2014 to Apr-2015

May-2014 to Apr-2015

May-2014 to Apr-2015

May-2014 to Apr-2015

LOW URBAN SDS compliance margins 10 Minutes (600 seconds)

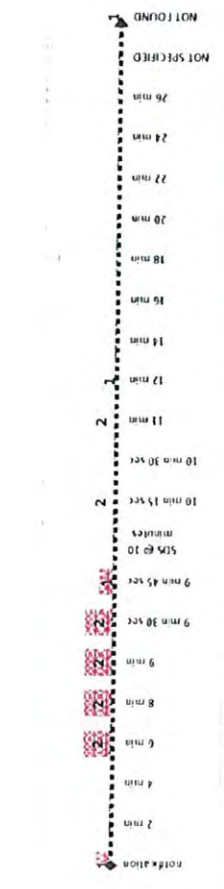
May-2014 to Apr-2015

May-2014 to Apr-2015

May-2014 to Apr-2015

May-2014 to Apr-2015

RURAL SDS compliance margins 20 Minutes (1200 seconds)

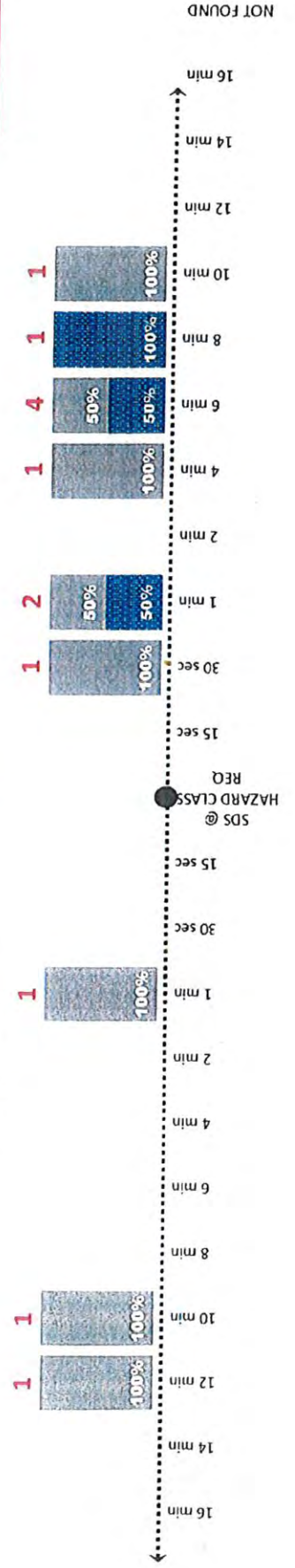


RESPONSE PERFORMANCE - SDS ORIGIN OUTCOMES



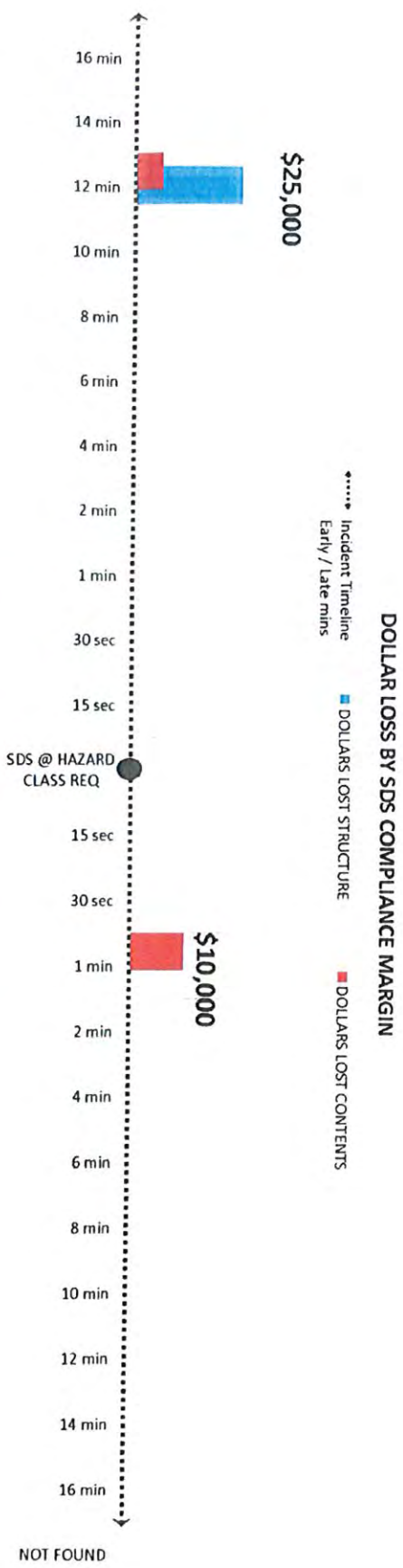
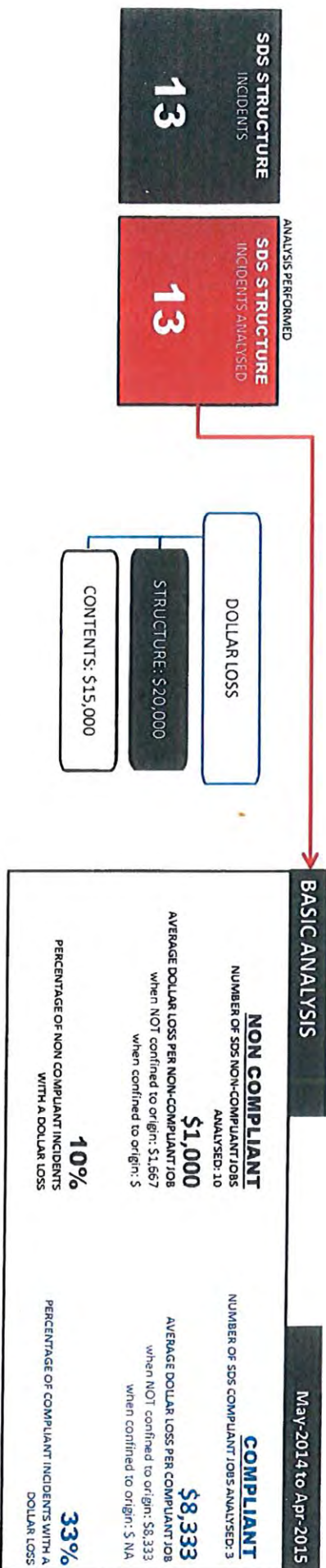
PERCENTAGE OF INCIDENTS CONFINED TO ORIGIN BY SDS COMPLIANCE MARGIN

● Incident Timeline Early / Late mins ■ NOT CONFINED ■ CONFINED

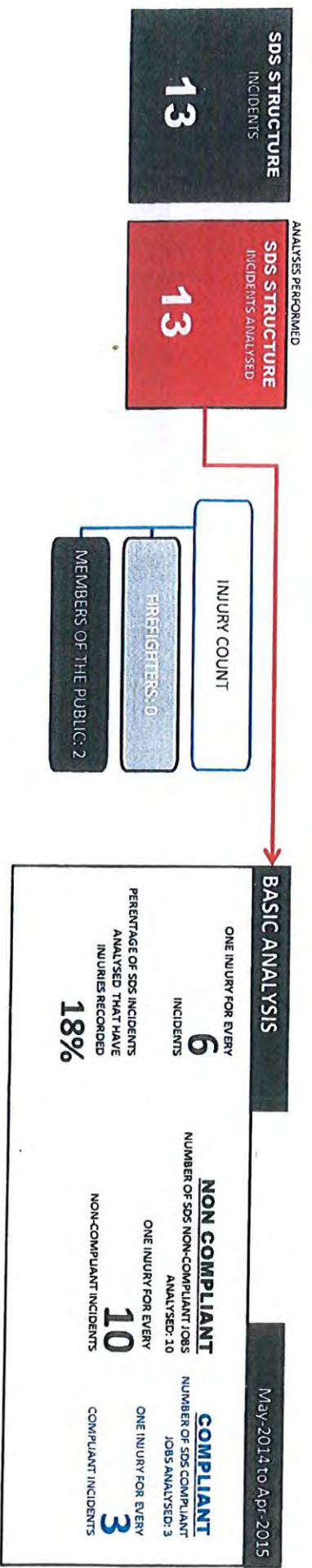


RESPONSE PERFORMANCE - SDS DOLLAR LOSS OUTCOMES

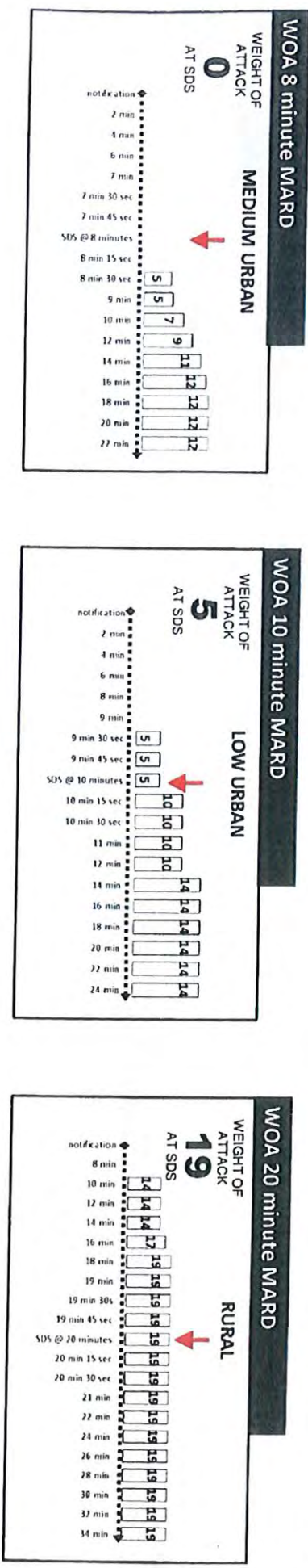
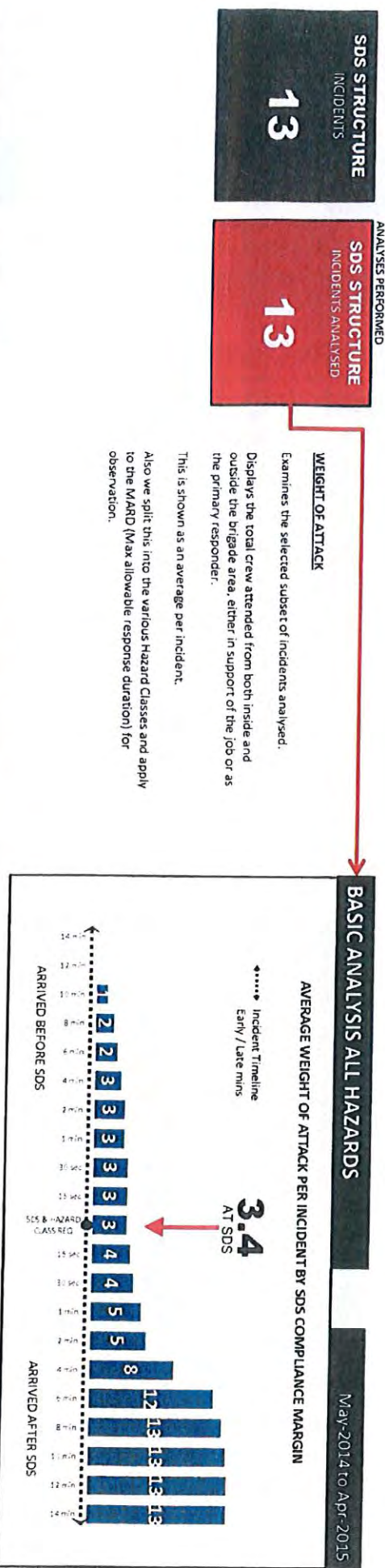
LARA (7226)



RESPONSE PERFORMANCE - SDS INJURY OUTCOMES



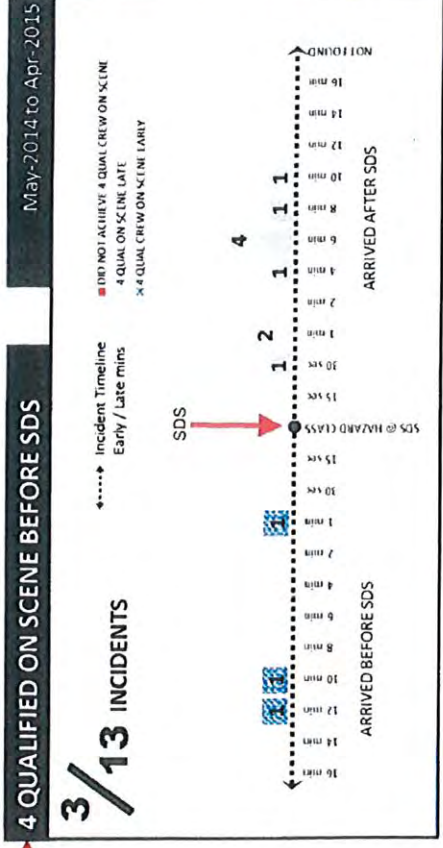
RESPONSE PERFORMANCE - SDS WEIGHT OF ATTACK



RESPONSE PERFORMANCE - 4 QUALIFIED CREW ON SCENE

LARA (7226)

Development product only. Prepared by John Blandford on 09 Jul 2015



4 QUALIFIED CREW ON SCENE

Represents 1 X Crew Leader with Current Qualification, 2 X BA with current ticket, 1 X Pump Operator (PUMPER).

Includes Primary and Support Brigade Attendance from inside and outside the brigade area.

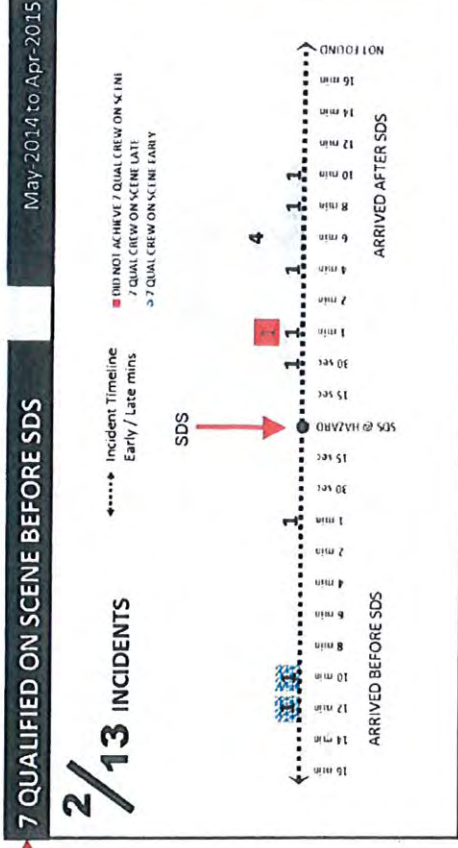
Rules: Above Crew mix arrived before maximum allowable arrival times per SDS compliance timeframes. (ACHIEVED EARLY)

Rules: Above Crew mix arrived after maximum allowable arrival times per SDS compliance timeframes. (ACHIEVED LATE)



RESPONSE PERFORMANCE - 7 QUALIFIED CREW ON SCENE

LARA (7226)



7 QUALIFIED CREW ON SCENE

Represents 1 X Crew Leader with Current Qualification, 4 X BA with current ticket, 2 X Pump Operator (PUMPER).

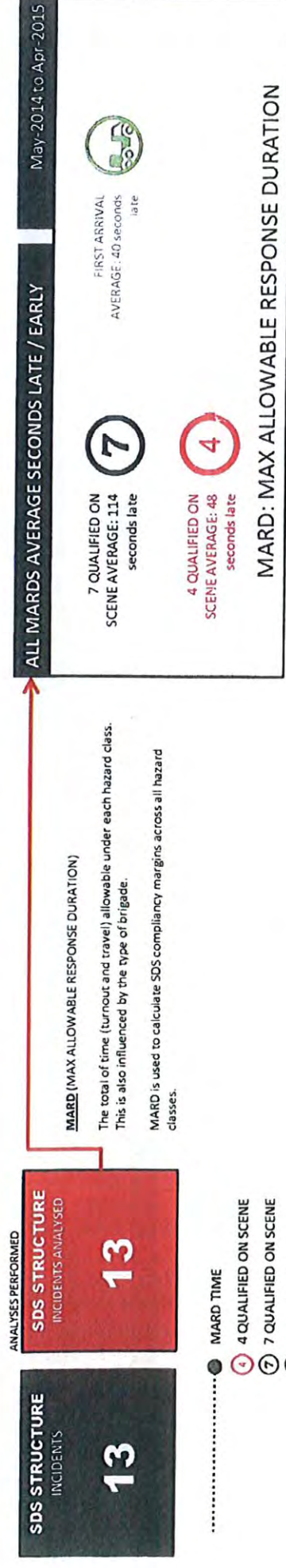
Includes Primary and Support Brigade Attendance from inside and outside the brigade area.

Rules: Above Crew mix arrived before maximum allowable arrival times per SDS compliance timeframes. (ACHIEVED EARLY)

Rules: Above Crew mix arrived after maximum allowable arrival times per SDS compliance timeframes. (ACHIEVED LATE)



RESPONSE PERFORMANCE - QUALIFIED CREW ARRIVALS AGAINST MARD

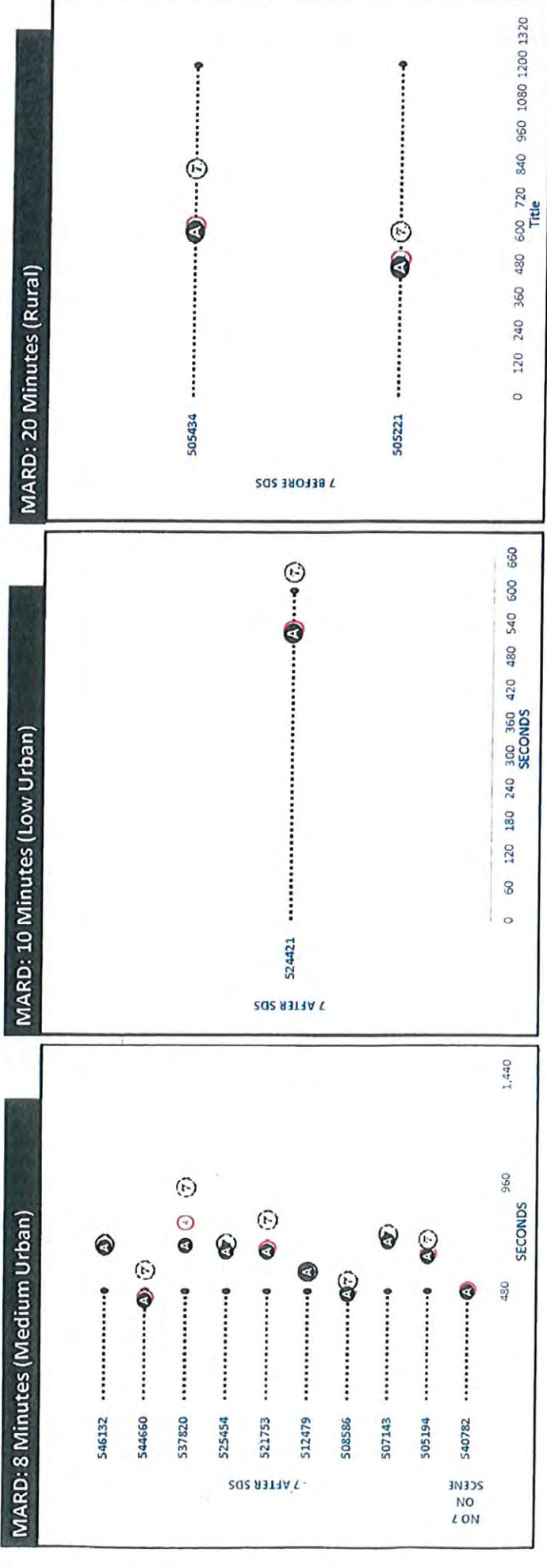


MARD (MAX ALLOWABLE RESPONSE DURATION)

The total of time (turnout and travel) allowable under each hazard class. This is also influenced by the type of brigade.

MARD is used to calculate SDS compliance margins across all hazard classes.

- MARD TIME
- ④ 4 QUALIFIED ON SCENE
- ⑦ 7 QUALIFIED ON SCENE
- Ⓐ FIRST CREW



RESPONSE PERFORMANCE - TURNOUT COMPLIANCE

LARA (72226)

ALL EMERGENCY & NON EMERGENCY INCIDENTS

208

REMOVE NON EMERGENCIES

1 min 30 sec
1 min 40 sec
1 min 50 sec
2 min

ANALYSIS PERFORMED

TURNOUT RESPONSE PERFORMANCE

INCIDENTS ANALYSED

148

BASIC ANALYSIS

May-2014 to Apr-2015

NON COMPLIANT

NUMBER OF turnout TIME NON COMPLIANT INCIDENTS ANALYSED: 124

LEAST COMPLIANT PERIODS

DAY OF WEEK: Sunday (0%)

MONTH OF YEAR: August (0%)

TURNOUT FAILS

11

COMPLIANT

NUMBER OF turnout TIME COMPLIANT INCIDENTS ANALYSED: 24

PERCENTAGE OF INCIDENTS TURNOUT COMPLIANT

2.3% from previous period

16%

May-2014 to Apr-2015

TIME OF DAY COMPLIANCE



May-2014 to Apr-2015

CURRENT PERIOD

COMPLIANT NOT COMPLIANT

16%

May-2013 to Apr-2014

PREVIOUS PERIOD

COMPLIANT NOT COMPLIANT

18%

ALL AVAILABLE YEARS

ALL TIME

COMPLIANT NOT COMPLIANT

28%

BRIGADE AVERAGE COMPLIANCE

16%

STATEWIDE AVERAGE COMPLIANCE

52%

BRIGADE AVERAGE COMPLIANCE

18%

STATEWIDE AVERAGE COMPLIANCE

50%

BRIGADE AVERAGE COMPLIANCE

28%

STATEWIDE AVERAGE COMPLIANCE

59%

May-2014 to Apr-2015

HAZARD GROUP TURNOUT PASS/FAIL SUMMARY

FAILED

RURAL

69%

LOW

91%

MEDIUM

88%

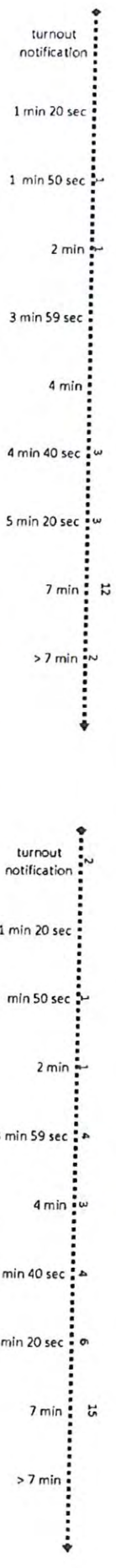


LOW URBAN TURNOUT TIME

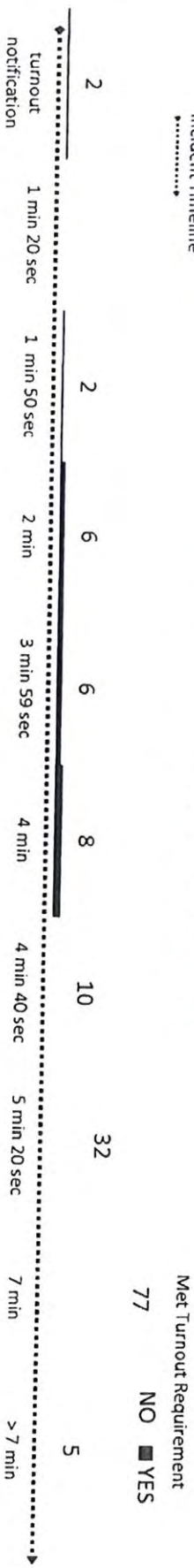
32 INCIDENTS TURNOUT COMPLIANT

TURNOUT REQUIREMENT: 4 Minutes (240 seconds)

Met Turnout Requirement: NO YES



MOST COMMON TURNOUT DURATIONS



RESPONSE PERFORMANCE - TRAVEL COMPLIANCE

LARA (7226)
 May-2014 to Apr-2015

ALL EMERGENCY & NON EMERGENCY INCIDENTS
208

REMOVE NON EMERGENCIES
 60

ANALYSIS PERFORMED
TRAVEL TIME RESPONSE PERFORMANCE INCIDENTS ANALYSED
148

BASIC ANALYSIS

NON COMPLIANT
 NUMBER OF TRAVEL TIME NON COMPLIANT INCIDENTS ANALYSED: 58
 LEAST COMPLIANT PERIODS
 DAY OF WEEK: Sunday (38.89%)
 MONTH OF YEAR: February (38.46%)

TRAVEL FAILS
 54
 17
 12
 1

COMPLIANT
 NUMBER OF TRAVEL TIME COMPLIANT INCIDENTS ANALYSED: 90
 PERCENTAGE OF INCIDENTS TRAVEL COMPLIANT
 UP 9.9% from previous period
61%

May-2014 to Apr-2015

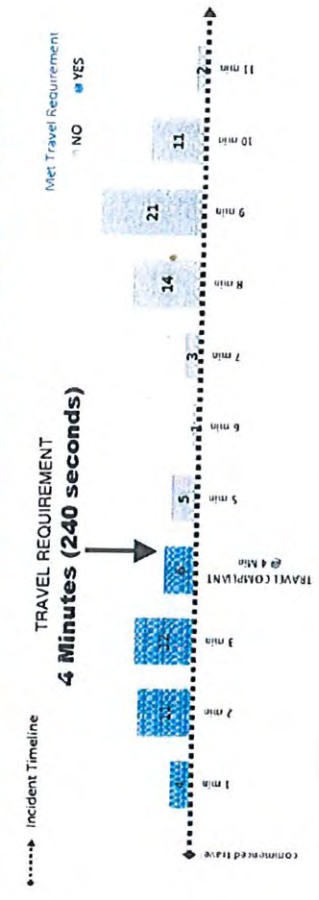
TIME OF DAY COMPLIANCE



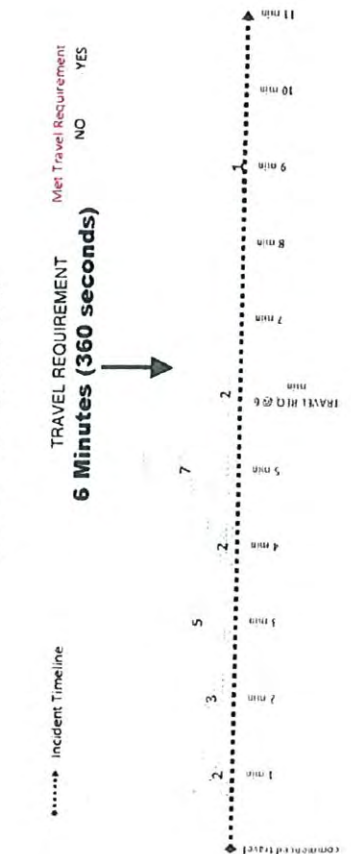
HAZARD GROUP TRAVEL % PASS/FAIL SUMMARY



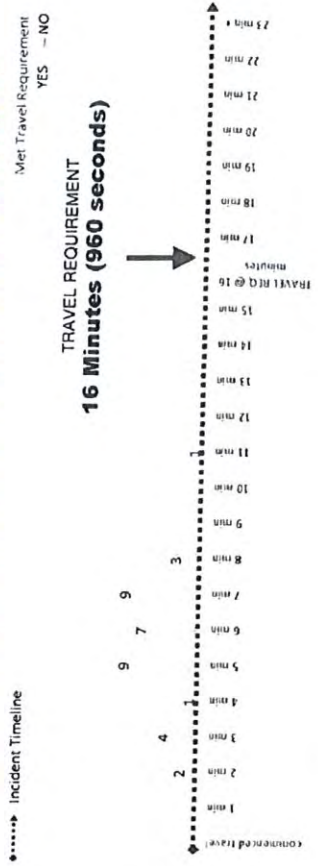
MEDIUM URBAN TRAVEL TIME



LOW URBAN TRAVEL TIME



RURAL TRAVEL TIME



RESPONSE WORKLOAD

LARA (7226)

ALL EMERGENCY & NON EMERGENCY AREAS INCLUDES OUTSIDE BRIGADE INCIDENTS
397

ANALYSIS PERFORMED
BRIGADE WORKLOAD
INCIDENTS ANALYSED
397

BASIC ANALYSIS

May-2014 to Apr-2015

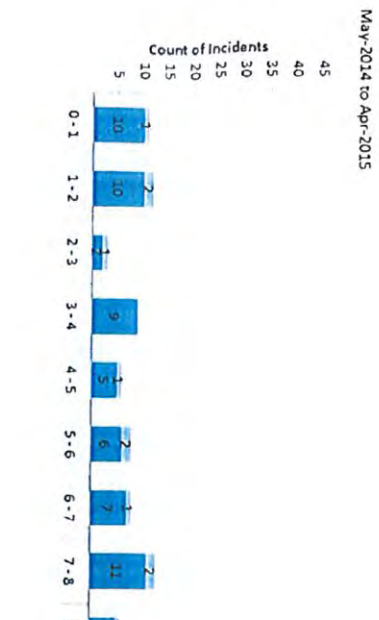
NUMBER OF INCIDENTS PER CAPITA
(for the selected period)
BRIGADE POPULATION: 12297
BRIGADE: .03 PER CAPITA
STATEWIDE: .03 PER CAPITA

322 EMERGENCY INCIDENTS FOR THE CURRENT PERIOD
EVEN NO CHANGE SINCE LAST PERIOD

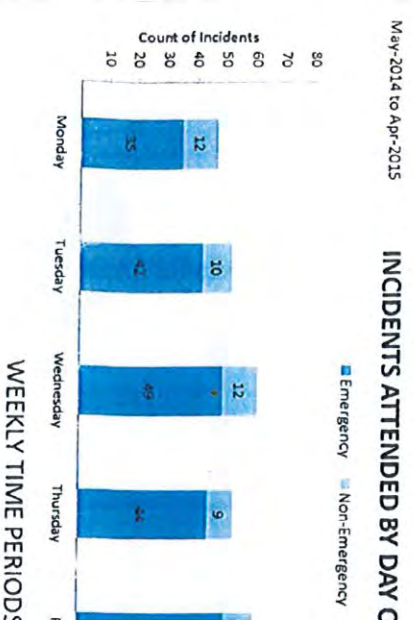
ABS DATA not adjusted for growth. Figures are based on ABS data available in the enterprise data warehouse from the 2006 Census and represents the population inside the selected brigade area. This will be shortly updated with more current information.

EMERGENCY INCIDENTS (AS A PERCENTAGE OF WORKLOAD)

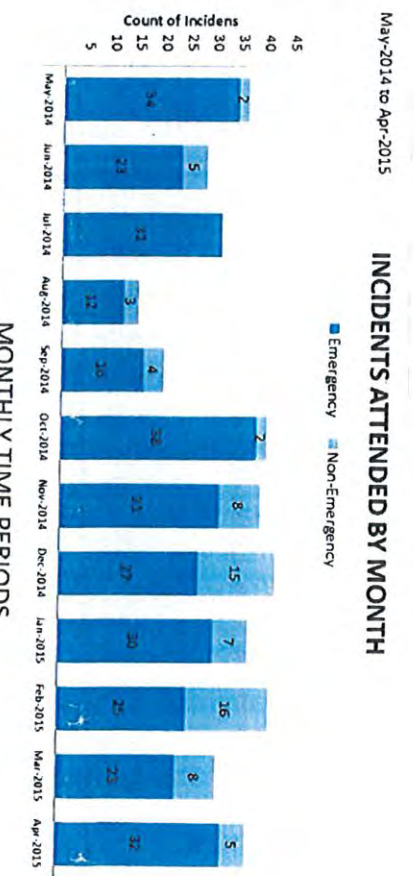
81%



INCIDENTS ATTENDED BY HOUR OF DAY 322 EMERGENCY INCIDENTS



INCIDENTS ATTENDED BY MONTH



May-2014 to Apr-2015 CURRENT PERIOD

May-2013 to Apr-2014 PREVIOUS PERIOD

ALL AVAILABLE RECORDS ALL TIME



BRIGADE % OF EMERGENCY INCIDENTS
81% 322 EMERGENCY INCIDENTS



BRIGADE % OF EMERGENCY INCIDENTS
88% 39 EMERGENCY INCIDENTS

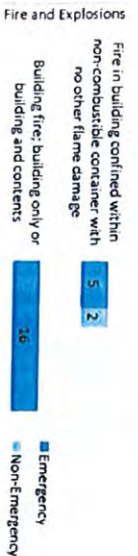


BRIGADE % OF EMERGENCY INCIDENTS
82% 262 EMERGENCY INCIDENTS

STATEWIDE COMPARISON
69%

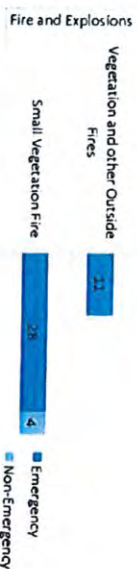
RESPONSE WORKLOAD - BY INCIDENT TYPE

STRUCTURE



HOW MANY STRUCTURE INCIDENTS WERE EMERGENCIES?
91% 21 / 23 INCIDENTS

WILDFIRE



HOW MANY WILDFIRE INCIDENTS WERE EMERGENCIES?
91% 39 / 43 INCIDENTS

OTHER



HOW MANY OTHER INCIDENTS WERE EMERGENCIES?
79% 262 / 331 INCIDENTS

RESPONSE WORKLOAD - BY SEASON (10 YEAR HISTORY)

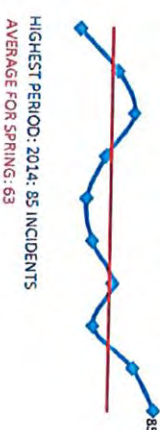
EMERGENCY INCIDENT HISTORY AUTUMN



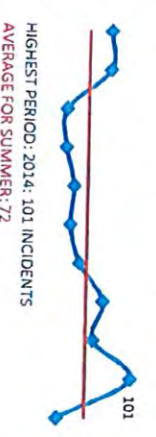
EMERGENCY INCIDENT HISTORY WINTER



EMERGENCY INCIDENT HISTORY SPRING



EMERGENCY INCIDENT HISTORY SUMMER



RESPONSE PERFORMANCE - SDS COMPLIANCE

LARA (7226)

Development product only. Prepared by John Blandford on 09 Jul 2015

BASIC ANALYSIS

NON COMPLIANT

NUMBER OF SDS NON COMPLIANT INCIDENTS ANALYSED: 77

DAY OF WEEK: Sunday (33 % COMPLIANCE)

MONTH OF YEAR: September (0% COMPLIANCE)

COMPLIANT

NUMBER OF SDS COMPLIANT INCIDENTS ANALYSED: 71

PERCENTAGE OF INCIDENTS SDS COMPLIANT *down 7.6% from previous period*

45%

ALL EMERGENCY & NON EMERGENCY INCIDENTS

208

REMOVE NON EMERGENCIES

80

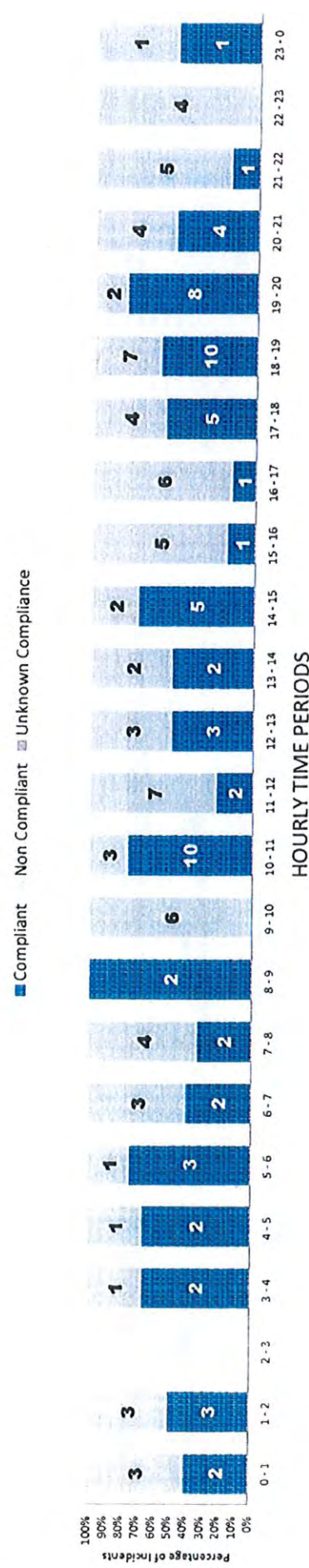
REMOVE PENDING ITEMS

148

ANALYSIS PERFORMED

May-2014 to Apr-2015

TIME OF DAY COMPLIANCE



May-2014 to Apr-2015

CURRENT PERIOD

Compliant Non-Compliant Unknown Compliance



May-2013 to Apr-2014

PREVIOUS PERIOD

Compliant Non-Compliant Unknown Compliance



ALL AVAILABLE YEARS

ALL TIME

Compliant Non-Compliant Unknown Compliance



BRIGADE AVERAGE COMPLIANCE

45%

STATEWIDE AVERAGE COMPLIANCE

82% 53%

BRIGADE AVERAGE COMPLIANCE

82% 85%

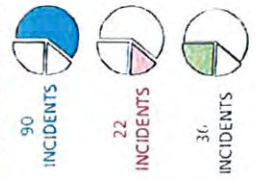
STATEWIDE AVERAGE COMPLIANCE

84%

May-2014 to Apr-2015

HAZARD GROUP ACTIVITY SUMMARY

Medium Urban Low Urban Rural Remote Rural



May-2014 to Apr-2015

MEDIUM URBAN SDS COMPLIANCE MARGINS

8 Minutes (480 seconds)



May-2014 to Apr-2015

LOW URBAN SDS COMPLIANCE MARGINS

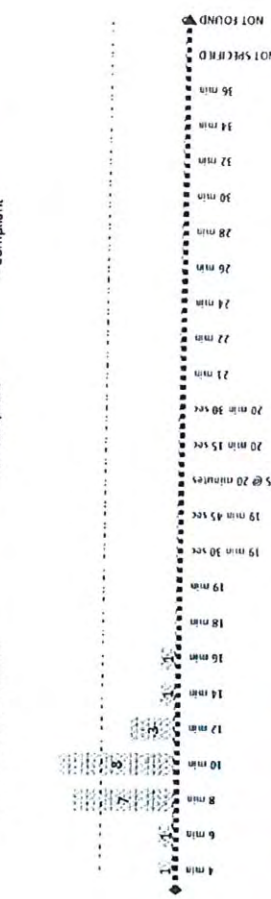
10 Minutes (600 seconds)



May-2014 to Apr-2015

RURAL SDS COMPLIANCE MARGINS

20 Minutes (1200 seconds)



RESPONSE PERFORMANCE - SDS ORIGIN OUTCOMES

SDS RESPONSE PERFORMANCE INCIDENTS

148

REMOVE NON STRUCTURE ITEMS

13

BASIC ANALYSIS

NON COMPLIANT

NUMBER OF SDS NON-COMPLIANT INCIDENTS ANALYSED: 10

PERCENTAGE OF SDS NON COMPLIANT SITES CONFINED TO ORIGIN

COMPLIANT

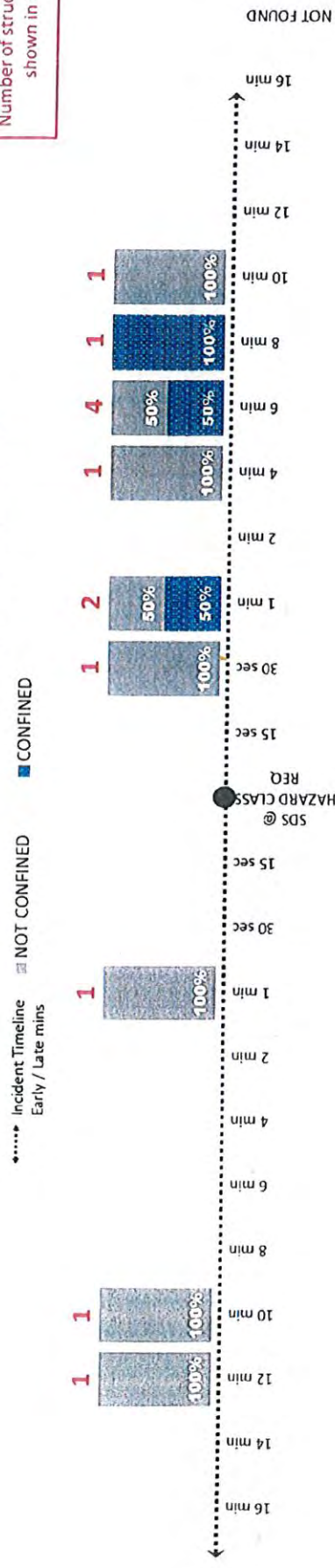
NUMBER OF SDS COMPLIANT JOBS ANALYSED: 3

PERCENTAGE OF SDS COMPLIANT SITES CONFINED TO ORIGIN

40% 0%

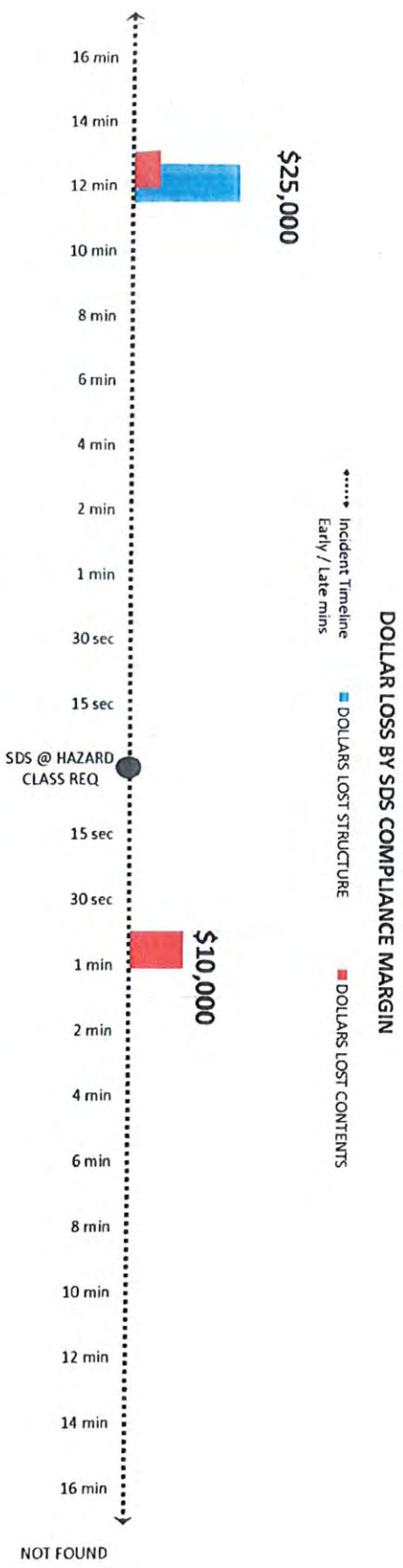
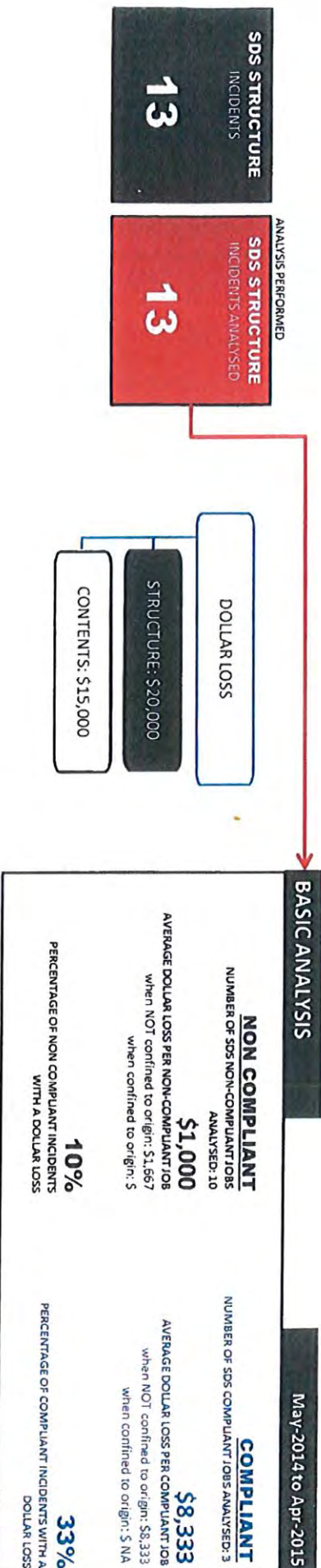
PERCENTAGE OF INCIDENTS CONFINED TO ORIGIN BY SDS COMPLIANCE MARGIN

Number of structure jobs shown in red

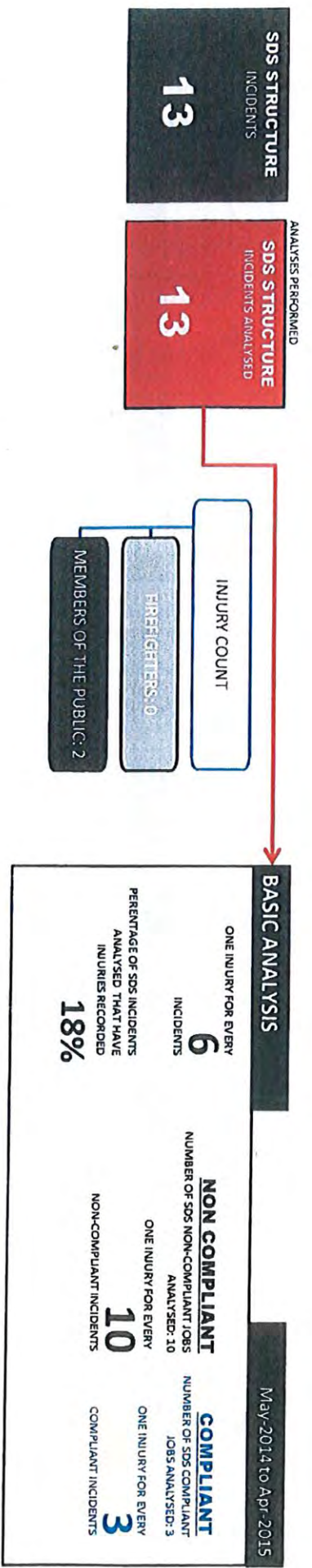


RESPONSE PERFORMANCE - SDS DOLLAR LOSS OUTCOMES

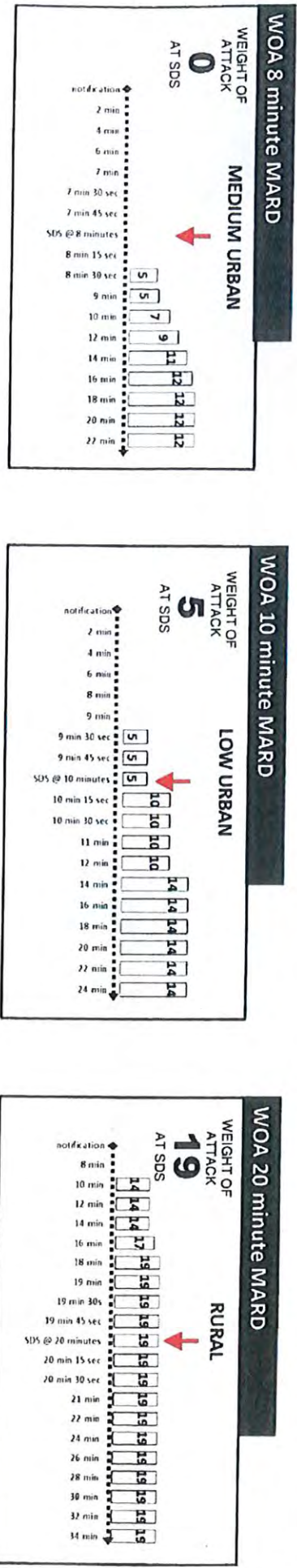
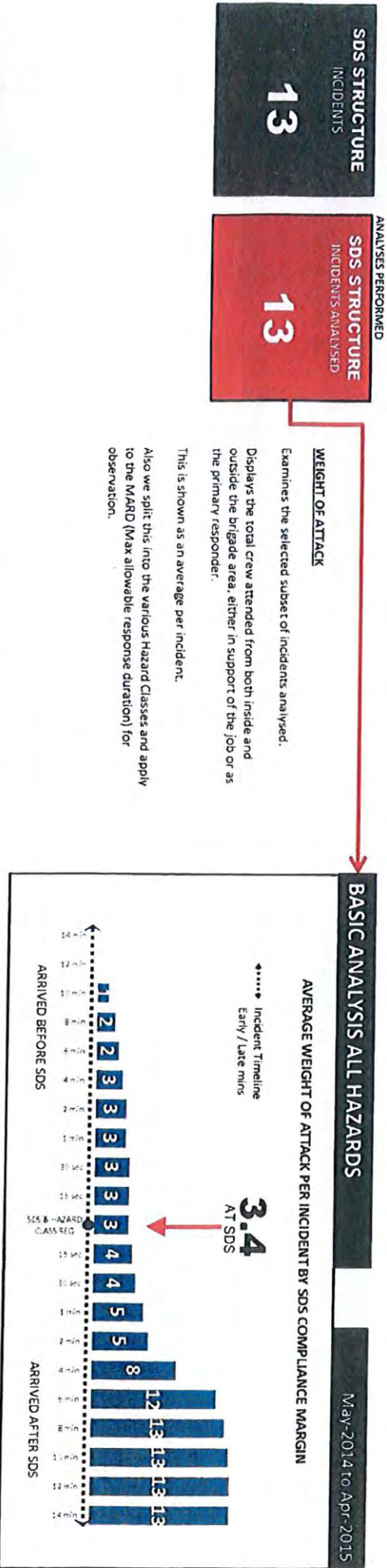
LARA (7226)



RESPONSE PERFORMANCE - SDS INJURY OUTCOMES



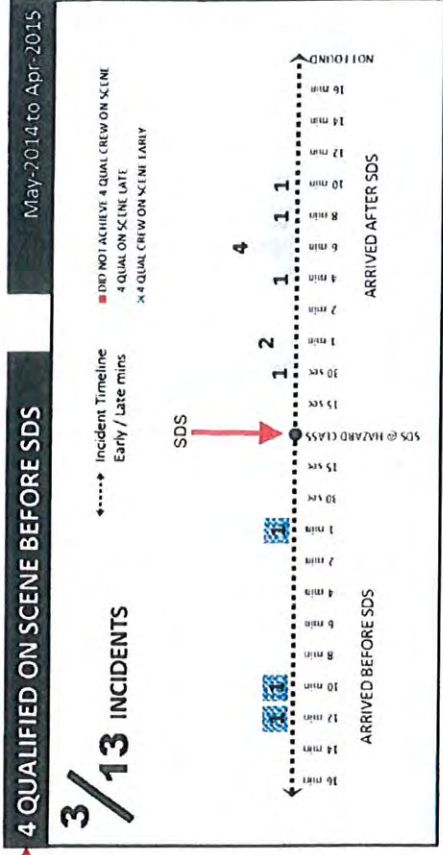
RESPONSE PERFORMANCE - SDS WEIGHT OF ATTACK



RESPONSE PERFORMANCE - 4 QUALIFIED CREW ON SCENE

LARA (7226)

Development product only. Prepared by John Blandford on 09 Jul 2015



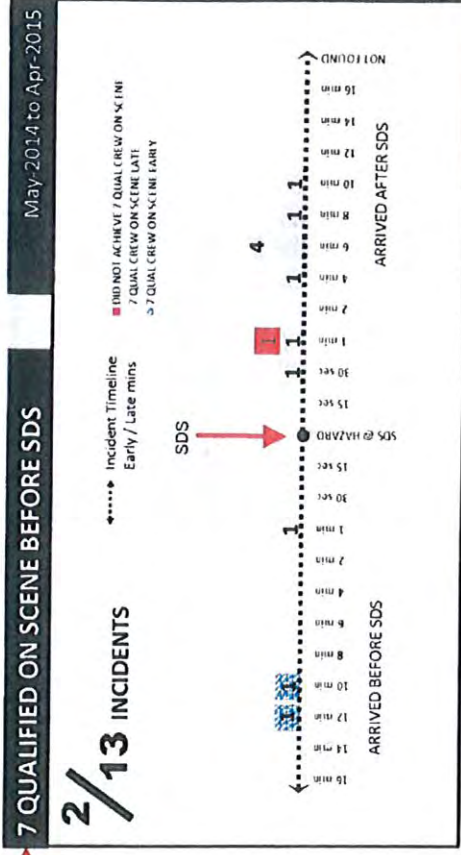
4 QUALIFIED CREW ON SCENE
 Represents 1 X Crew Leader with Current Qualification, 2 X BA with current ticket, 1 X Pump Operator (PUMPER).
 Includes Primary and Support Brigade Attendance from inside and outside the brigade area.
 Rules: Above Crew mix arrived before maximum allowable arrival times per SDS compliance timeframes. (ACHIEVED EARLY)
 Rules: Above Crew mix arrived after maximum allowable arrival times per SDS compliance timeframes. (ACHIEVED LATE)

ANALYSES PERFORMED
SDS STRUCTURE INCIDENTS ANALYSED
13

SDS STRUCTURE INCIDENTS
13

RESPONSE PERFORMANCE - 7 QUALIFIED CREW ON SCENE

LARA (7226)



7 QUALIFIED CREW ON SCENE
 Represents 1 X Crew Leader with Current Qualification, 4 X BA with current ticket, 2 X Pump Operator (PUMPER).
 Includes Primary and Support Brigade Attendance from inside and outside the brigade area.
 Rules: Above Crew mix arrived before maximum allowable arrival times per SDS compliance timeframes. (ACHIEVED EARLY)
 Rules: Above Crew mix arrived after maximum allowable arrival times per SDS compliance timeframes. (ACHIEVED LATE)

ANALYSES PERFORMED
SDS STRUCTURE INCIDENTS ANALYSED
13

SDS STRUCTURE INCIDENTS
13

RESPONSE PERFORMANCE - QUALIFIED CREW ARRIVALS AGAINST MARD



MARD (MAX ALLOWABLE RESPONSE DURATION)
 The total of time (turnout and travel) allowable under each hazard class. This is also influenced by the type of brigade.
 MARD is used to calculate SDS compliance margins across all hazard classes.

ANALYSES PERFORMED
SDS STRUCTURE INCIDENTS ANALYSED
13

SDS STRUCTURE INCIDENTS
13

- MARD TIME
- 4 QUALIFIED ON SCENE
- 7 QUALIFIED ON SCENE
- FIRST CREW

| MARD: 8 Minutes (Medium Urban) | MARD: 10 Minutes (Low Urban) | MARD: 20 Minutes (Rural) |
|--|---|--|
| 546132 A 544660 A 537820 A 525454 A 521753 A 512479 A 508586 A 507143 A 505194 A 540782 A | 524421 A | 505434 A 505221 A |
| 7 AFTER SDS | 7 AFTER SDS | 7 BEFORE SDS |
| ON SCENE 450 SECONDS 960 1,440 | 0 60 120 180 240 300 360 420 480 540 600 660 SECONDS | 0 120 240 360 480 600 720 840 960 1080 1200 1320 SECONDS Title |

RESPONSE PERFORMANCE - TURNOUT COMPLIANCE

LARA (7226)

ALL EMERGENCY & NON EMERGENCY INCIDENTS

208

REMOVE NON EMERGENCIES

Non Emergency: 60

ANALYSIS PERFORMED

TURNOUT RESPONSE PERFORMANCE

INCIDENTS ANALYSED

148

BASIC ANALYSIS

May-2014 to Apr-2015

NON COMPLIANT

NUMBER OF turnout TIME NON COMPLIANT INCIDENTS ANALYSED: 124

LEAST COMPLIANT PERIODS

DAY OF WEEK: Sunday (0%)

MONTH OF YEAR: August (0%)

TURNOUT FAILS

11

PERCENTAGE OF INCIDENTS TURNOUT COMPLIANT

2.3% from previous period

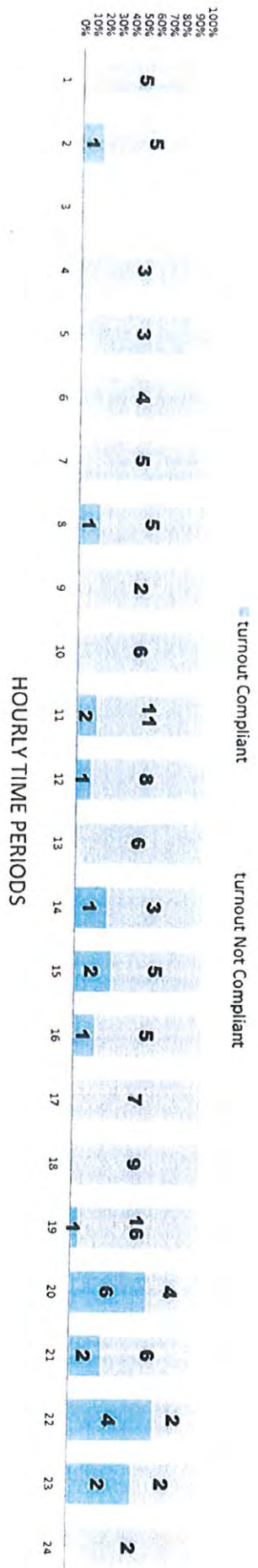
16%

COMPLIANT

NUMBER OF turnout TIME COMPLIANT INCIDENTS ANALYSED: 24

May-2014 to Apr-2015

TIME OF DAY COMPLIANCE



May-2014 to Apr-2015

CURRENT PERIOD

COMPLIANT NOT COMPLIANT

16%

May-2013 to Apr-2014

PREVIOUS PERIOD

COMPLIANT NOT COMPLIANT

18%

ALL AVAILABLE YEARS

ALL TIME

COMPLIANT NOT COMPLIANT

28%

BRIGADE AVERAGE COMPLIANCE

16%

STATEWIDE AVERAGE COMPLIANCE

52%

BRIGADE AVERAGE COMPLIANCE

18%

STATEWIDE AVERAGE COMPLIANCE

50%

BRIGADE AVERAGE COMPLIANCE

28%

STATEWIDE AVERAGE COMPLIANCE

59%

May-2014 to Apr-2015

HAZARD GROUP TURNOUT PASS/FAIL SUMMARY

FAILED

RURAL

69%

LOW

91%

MEDIUM

88%



LOW URBAN TURNOUT TIME

3 / 22 INCIDENTS TURNOUT COMPLIANT

TURNOUT REQUIREMENT

4 Minutes (240 seconds)

Met Turnout Requirement: NO YES



MEDIUM URBAN TURNOUT TIME



TURNOUT REQUIREMENT

4 Minutes (240 seconds)

Met Turnout Requirement: NO YES



RURAL TURNOUT TIME



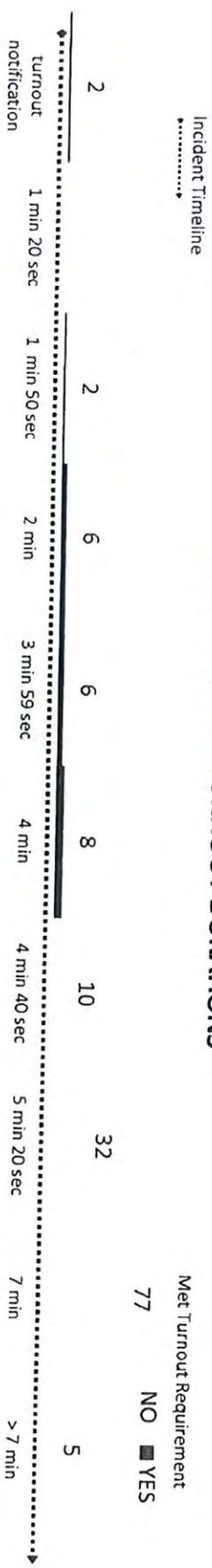
TURNOUT REQUIREMENT

4 Minutes (240 seconds)

Met Turnout Requirement: NO YES



MOST COMMON TURNOUT DURATIONS



RESPONSE PERFORMANCE - TRAVEL COMPLIANCE

Development product only. Prepared by John Blandford on 09 Jul 2015

LARA (7226)

ALL EMERGENCY & NON EMERGENCY INCIDENTS
208

REMOVE NON EMERGENCIES
Non-Emergency: 60

ANALYSIS PERFORMED
TRAVEL TIME RESPONSE PERFORMANCE INCIDENTS ANALYSED
148

BASIC ANALYSIS

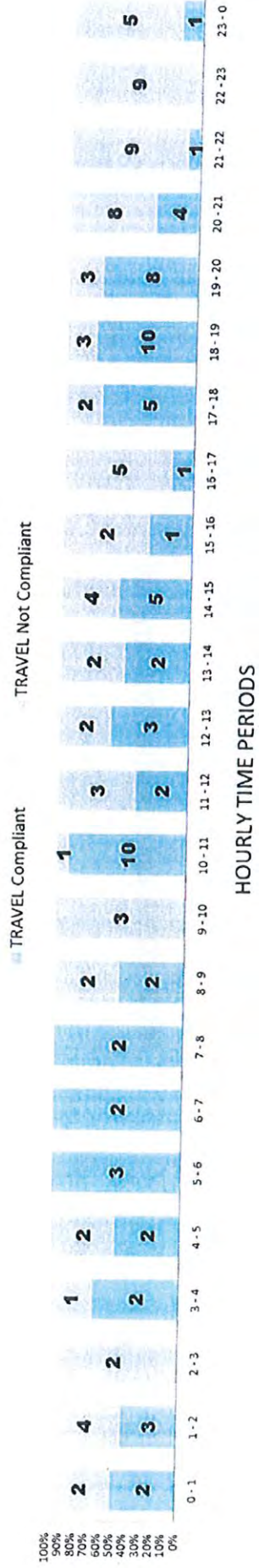
NON COMPLIANT
NUMBER OF TRAVEL TIME NON COMPLIANT INCIDENTS ANALYSED: 58
LEAST COMPLIANT PERIODS
DAY OF WEEK: Sunday (38.89%)
MONTH OF YEAR: February (38.46%)

TRAVEL FAILS
S4
17
12
1

COMPLIANT
NUMBER OF TRAVEL TIME COMPLIANT INCIDENTS ANALYSED: 90
PERCENTAGE OF INCIDENTS TRAVEL COMPLIANT
UP 9.9% from previous period
61%

May-2014 to Apr-2015

TIME OF DAY COMPLIANCE



May-2014 to Apr-2015

CURRENT PERIOD
COMPLIANT NOT COMPLIANT



BRIGADE AVERAGE COMPLIANCE
61%

STATEWIDE AVERAGE COMPLIANCE
78%

BRIGADE AVERAGE COMPLIANCE
51%

STATEWIDE AVERAGE COMPLIANCE
78%

BRIGADE AVERAGE COMPLIANCE
85%

STATEWIDE AVERAGE COMPLIANCE
81%

May-2013 to Apr-2014

PREVIOUS PERIOD
COMPLIANT NOT COMPLIANT



HAZARD GROUP TRAVEL % PASS/FAIL SUMMARY

FAILED



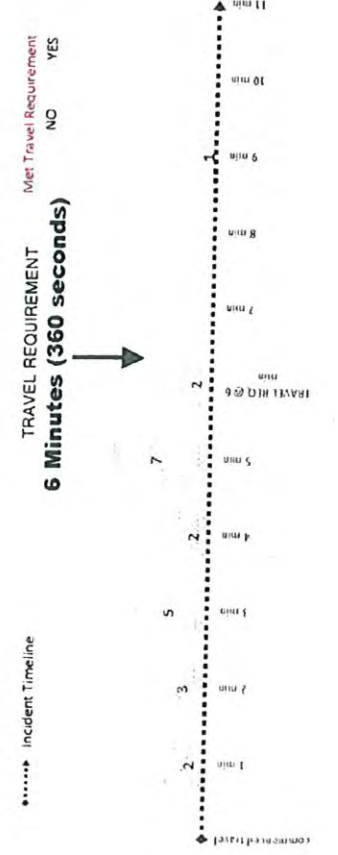
MEDIUM URBAN TRAVEL TIME

33 / 90 INCIDENTS TRAVEL COMPLIANT



LOW URBAN TRAVEL TIME

TRAVEL REQUIREMENT
6 Minutes (360 seconds)



RURAL TRAVEL TIME
36 / 36 INCIDENTS TRAVEL COMPLIANT



CFA CONSULTATION WITH VOLUNTEERS

VOLUNTEER FIRE BRIGADES VICTORIA

FALSE ALLEGATION:

That the proposed CFA UFU Enterprise Agreement will undermine the volunteers and result in the UFU being consulted about volunteer matters.

THE TRUTH

The CFA currently has, and will continue to have consultation directly with the VFBV about all volunteer matters.

The UFU does not have representation on these committees and nor does it seek to.

This consultation is completely independent of the UFU.

Additionally the Volunteers have four representatives on the CFA Board and the UFU does not have any.

The CFA and VFBV have the following joint Consultation Committees:

- **Training Committee:**
 - Some examples of matters discussed by this committee are:
 - Recognition of volunteer medical practitioners, paramedics and nurses
 - Brown coal mine firefighting
 - CFA Training strategy
 - Structural firefighting training
 - Hazmat Incident training package
 - Driver training
 - Volunteer trainors and assessors
 - VEMTC Craigieburn

- **Volunteerism Committee:**
 - Some examples of matters discussed by this committee are:
 - Service recognition
 - Volunteer research
 - Voluntarism strategy
 - Honours and Awards
 - Firefighting championships
 - Volunteer Support and resources

- **Equipment and Infrastructure Committee:**
 - Some examples of matters discussed by this committee are:
 - Crew protection systems for light vehicles
 - Fire stations design
 - Design and Procurement of fire appliances and vehicles
 - Foams
 - Issues with appliances and equipment
 - Uniform

- **Operations Committee: Some examples of matters discussed by this committee are:**
 - Role of Group project
 - Sector Commander course
 - Fatigue management
 - Emergency Medical Response (EMR)
 - Composite Strike Teams (staff and volunteers)
 - Service Delivery
 - IMT training

- **Community Safety Committee:**
 - Some examples of matters discussed by this committee are:
 - Fire Safety
 - Education of property owners
 - Vegetation clearing
 - Community Engagement and hazardous awareness forum
 - Planned burns
 - Windfarm policy

- **Communications and Technology Committee:**
 - Some examples of matters discussed by this committee are:
 - Pager and digital comms
 - New flexibility in pre-determined strike teams
 - Listening sets
 - ESTA dispatching of districts
 - Regional radio dispatch

2016

The Parliament of the
Commonwealth of Australia

HOUSE OF REPRESENTATIVES

Presented and read a first time

**Fair Work Amendment (Respect for
Emergency Services Volunteers) Bill
2016**

No. , 2016

(Employment)

**A Bill for an Act to amend the *Fair Work Act 2009*,
and for related purposes**

Contents

| | | |
|------------------------------|---------------------------|----------|
| 1 | Short title..... | 1 |
| 2 | Commencement..... | 1 |
| 3 | Schedules..... | 2 |
| Schedule 1—Amendments | | 3 |
| | <i>Fair Work Act 2009</i> | 3 |

1 **A Bill for an Act to amend the *Fair Work Act 2009*,**
2 **and for related purposes**

3 The Parliament of Australia enacts:

4 **1 Short title**

5 This Act is the *Fair Work Amendment (Respect for Emergency*
6 *Services Volunteers) Act 2016*.

7 **2 Commencement**

8 (1) Each provision of this Act specified in column 1 of the table
9 commences, or is taken to have commenced, in accordance with
10 column 2 of the table. Any other statement in column 2 has effect
11 according to its terms.
12

Commencement information

| Column 1 | Column 2 | Column 3 |
|--------------------------|---|---------------------|
| Provisions | Commencement | Date/Details |
| 1. The whole of this Act | The day after this Act receives the Royal Assent. | |

1 Note: This table relates only to the provisions of this Act as originally
2 enacted. It will not be amended to deal with any later amendments of
3 this Act.

4 (2) Any information in column 3 of the table is not part of this Act.
5 Information may be inserted in this column, or information in it
6 may be edited, in any published version of this Act.

7 **3 Schedules**

8 Legislation that is specified in a Schedule to this Act is amended or
9 repealed as set out in the applicable items in the Schedule
10 concerned, and any other item in a Schedule to this Act has effect
11 according to its terms.

1 **Schedule 1—Amendments**
2

3 *Fair Work Act 2009*

4 **1 Section 12**

5 Insert:

6 *designated emergency management body*: see
7 subsections 195A(4) and (5).

8 *objectionable emergency management term* of an enterprise
9 agreement: see section 195A.

10 *volunteer* of a designated emergency management body: see
11 subsection 195A(6).

12 **2 At the end of subsection 29(2)**

13 Add:

14 Note: In addition, a term of an enterprise agreement could be an unlawful
15 term and of no effect if it requires or permits a designated emergency
16 management body to act other than in accordance with a State or
17 Territory law and this affects or could affect the body's volunteers
18 (see paragraphs 194(baa), 195A(1)(d) and 253(1)(b)).

19 **3 After paragraph 194(b)**

20 Insert:

21 (baa) an objectionable emergency management term; or

22 **4 At the end of Subdivision D of Division 4 of Part 2-4**

23 Add:

24 **195A Meaning of *objectionable emergency management term***

25 *Objectionable emergency management term*

- 26 (1) A term of an enterprise agreement is an *objectionable emergency*
27 *management term* if an employer covered by the agreement is a
28 designated emergency management body and the term has, or is
29 likely to have, the effect of:

Schedule I Amendments

- 1 (a) restricting or limiting the body's ability to do any of the
2 following:
3 (i) engage or deploy its volunteers;
4 (ii) provide support or equipment to those volunteers;
5 (iii) manage its relationship with, or work with, any
6 recognised emergency management body in relation to
7 those volunteers;
8 (iv) otherwise manage its operations in relation to those
9 volunteers; or
10 (b) requiring the body to consult, or reach agreement with, any
11 other person or body before taking any action for the
12 purposes of doing anything mentioned in subparagraph (a)(i),
13 (ii), (iii) or (iv); or
14 (c) restricting or limiting the body's ability to recognise, value,
15 respect or promote the contribution of its volunteers to the
16 well-being and safety of the community; or
17 (d) requiring or permitting the body to act other than in
18 accordance with a law of a State or Territory, so far as the
19 law confers or imposes on the body a power, function or duty
20 that affects or could affect its volunteers.
- 21 (2) However, a term of an enterprise agreement is not an *objectionable*
22 *emergency management term* if:
23 (a) both of the following apply:
24 (i) the term provides for the matters required by
25 subsections 205(1) and (1A) (which deal with terms
26 about consultation in enterprise agreements);
27 (ii) the term does not provide for any other matter that has,
28 or is likely to have, the effect referred to in
29 paragraph (1)(a), (b), (c) or (d) of this section; or
30 (b) the term is the model consultation term.
- 31 (3) Paragraphs (1)(a), (b), (c) and (d) do not limit each other.
- 32 *Meaning of designated emergency management body*
- 33 (4) A body is a *designated emergency management body* if:
34 (a) either:

- 1 (i) the body is, or is a part of, a fire-fighting body or a State
 2 Emergency Service of a State or Territory (however
 3 described); or
 4 (ii) the body is a recognised emergency management body
 5 that is prescribed by the regulations for the purposes of
 6 this subparagraph; and
 7 (b) the body is, or is a part of a body that is, established for a
 8 public purpose by or under a law of the Commonwealth, a
 9 State or a Territory.

10 (5) However, a body is not a *designated emergency management*
 11 *body* if the body is, or is a part of a body that is, prescribed by the
 12 regulations for the purposes of this subsection.

13 *Meaning of volunteer of a designated emergency management*
 14 *body*

- 15 (6) A person is a *volunteer* of a designated emergency management
 16 body if:
 17 (a) the person engages in activities with the body on a voluntary
 18 basis (whether or not the person directly or indirectly takes or
 19 agrees to take an honorarium, gratuity or similar payment
 20 wholly or partly for engaging in the activity); and
 21 (b) the person is a member of, or has a member-like association
 22 with, the body.

23 *Limited application of subsection (1) for certain terms*

- 24 (7) If:
 25 (a) a term of an enterprise agreement deals to any extent with the
 26 following matters relating to provision of essential services
 27 or to situations of emergency:
 28 (i) directions to perform work (including to perform work
 29 at a particular time or place, or in a particular way);
 30 (ii) directions not to perform work (including not to perform
 31 work at a particular time or place, or in a particular
 32 way); and
 33 (b) the application of subsection (1) in relation to the term would
 34 (apart from this subsection) be beyond the Commonwealth's

1 legislative power to the extent that the term deals with those
2 matters;
3 then subsection (1) does not apply in relation to the term to that
4 extent.

5 Note: See paragraph (l) of the definition of *excluded subject matter* in
6 subsections 30A(1) and 30K(1).

7 **5 Subsection 205(2)**

8 After “a consultation term,” insert “or if the consultation term is an
9 objectionable emergency management term,”.

10 **6 After section 254**

11 Insert:

12 **254A Entitlement for volunteer bodies to make submissions**

13 (1) A body covered by subsection (2) is entitled to make a submission
14 for consideration in relation to a matter before the FWC if:

- 15 (a) the matter arises under this Part; and
16 (b) the matter affects, or could affect, the volunteers of a
17 designated emergency management body.

18 (2) The bodies are as follows:

- 19 (a) a body corporate that:
20 (i) has a history of representing the interests of the
21 designated emergency management body’s volunteers;
22 and
23 (ii) is not prescribed by the regulations for the purposes of
24 this subparagraph;
25 (b) any other body that is prescribed by the regulations for the
26 purposes of this paragraph.

27 (3) Subsection (1) applies whether or not the FWC holds a hearing in
28 relation to the matter.

29 **7 Section 258 (paragraph relating to Division 7)**

30 Repeal the paragraph, substitute:

1
2

| |
|---|
| Division 7 deals with other matters relating to workplace determinations. |
|---|

3 **8 After section 281**

4 Insert:

5 **281AA Entitlement for volunteer bodies to make submissions**

6 (1) A body covered by subsection (2) is entitled to make a submission
7 for consideration in relation to a matter before the FWC if:

- 8 (a) the matter arises under this Part; and
9 (b) the matter affects, or could affect, the volunteers of a
10 designated emergency management body.

11 (2) The bodies are as follows:

- 12 (a) a body corporate that:
13 (i) has a history of representing the interests of the
14 designated emergency management body's volunteers;
15 and
16 (ii) is not prescribed by the regulations for the purposes of
17 this subparagraph;
18 (b) any other body that is prescribed by the regulations for the
19 purposes of this paragraph.

20 (3) Subsection (1) applies whether or not the FWC holds a hearing in
21 relation to the matter.

22 **9 In the appropriate position in Schedule 1**

23 Insert:

24 **Part 3—Amendments made by the Fair Work**
25 **Amendment (Respect for Emergency**
26 **Services Volunteers) Act 2016**
27

28 **13 Definitions**

29 In this Part:

TRANSCRIPT OF PROCEEDINGS

The attached transcript, while an accurate recording of evidence given in the course of the hearing day, is not proofread prior to circulation and thus may contain minor errors.

2009 VICTORIAN BUSHFIRES ROYAL COMMISSION

MELBOURNE

TUESDAY 4 MAY 2010

(144th day of hearing)

BEFORE:

THE HONOURABLE B. TEAGUE AO - Chairman

MR R. MCLEOD AM - Commissioner

MS S. PASCOE AM - Commissioner

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4/190 Queen Street, Melbourne. Telephone: 9602 1799
Facsimile: 9642 5185

1 volunteers are over the age of 55 years, not that there is
2 anything particularly wrong in that. But I want to
3 suggest to you that that is a figure of some concern.
4 I want to ask what's being done to correct it?---The
5 figure is one that paints a picture of the need to
6 continue to grow volunteerism at other levels. My
7 understanding is over the last period of time there has
8 been a strong growth in women as members of CFA of all age
9 groups, there has been a strong focus on youth both within
10 CFA and through the VFBV particularly to engage youth not
11 only in their capacity to volunteer but in growing life
12 skills. Within the organisation we have a serious
13 contemplation about a particular area of the business that
14 will focus on volunteers and operational training, because
15 those two areas we think are vital to our future growth.

16 I have no other matters, Commissioners,

17 MR DEAN: I have provided notice, Mr Chairman, not in relation
18 to this witness, but in relation to every other. It is
19 just one matter that has arisen.

20 CHAIRMAN: Yes.

21 <CROSS-EXAMINED BY MR DEAN:

22 Mr Bourke, there will be evidence before the Commission from
23 Ms Penny Armytage, the Secretary of the Department of
24 Justice, that the CFA is currently supported by 495 career
25 firefighters. Is that a figure that you agree
26 with?---I can't be exactly sure. The figures I have
27 heard, though, are around 520 in terms of numbers of
28 firefighters.

29 Is the figure in fact 514?---I can't attest to that, but it
30 seems close. I have heard a figure of over 500 and
31 towards 520.

1 To your knowledge in July 2009 did the CFA request funding from
2 the State of Victoria for a further 684 career
3 firefighters?---I don't know what occurred in July 2009.
4 That's prior to my time. But I'm aware that there was a
5 submission made along those lines that flowed out of what
6 I do know to be the Merriman process.
7 That's a board of reference process?---That's right.
8 I will come to that briefly. Are you able to comment on the
9 number of career firefighters that were requested to be
10 funded by the CFA by the state government? How many
11 further career firefighters did the CFA request?---I don't
12 have that information to hand.
13 Are you able to provide the Commission with an approximate
14 figure?---Within that submission on 694, is that what you
15 are saying?
16 I'm not talking about the board of reference at the moment.
17 I'm talking about a general request from the CFA to the
18 State of Victoria for funding to provide for a further 684
19 career firefighters. Are you able to comment on
20 that?---No.
21 Do you know whether or not in July 2009 the CFA did in fact
22 request from the State of Victoria for funding for a
23 substantial increase in the amount of career firefighters
24 available to it?---I understand it did make a submission
25 prior to my time at CFA.
26 Is that submission still on foot?---That would be reasonable to
27 say, yes.
28 Has it been responded to by the State of Victoria?---My
29 understanding is there have been discussions and I have
30 been part of discussions on various submissions in that
31 time.

ORGANISATIONAL STRUCTURE

10

10 ORGANISATIONAL STRUCTURE

The structure of Victoria's fire agencies is of long standing. The Department of Sustainability and Environment has links to the early 1900s, when its equivalent was the Department of State Forests. Firefighting brigades, representing the interests of municipalities, insurance companies and businesses, have been working in fire suppression throughout metropolitan Melbourne since 1845, and volunteer bushfire brigades have been working to suppress fires in rural and regional Victoria since 1926. The *Fire Brigades Act 1890* established the organisational structure of brigades that is still in effect today.¹

The Commission acknowledges this long history of fire agencies. The events of 7 February 2009 tested the arrangements, however, and it became apparent to the Commission that some organisational factors inhibited the fire authorities' response on the day. There were serious deficiencies in the top-level leadership arrangements as a result of divided responsibilities, and the full potential of the operational capability that was available was not exploited because of differences in processes and procedures.

The Commission proposes the introduction of a new position of Fire Commissioner to lead the fire services and to undertake a program aimed at improving integration and interoperability between the different fire agencies. The occupant of the new position would also perform the role of State Controller under Victoria's emergency management framework.

Changes in the manner in which Victoria's fire services are funded are also warranted, and abolition of the Fire Services Levy is recommended. Further, revision of the geographic boundary delineating Metropolitan Fire and Emergency Services Board and Country Fire Authority areas of responsibility is proposed.

10.1 CURRENT ARRANGEMENTS

Three entities constitute Victoria's fire agencies, dating back to the *Fire Brigades Act 1890* and the *Forests Act 1907*. Their responsibilities are allocated according to the location of incidents within or outside the metropolitan fire district and whether land is publicly or privately owned.² Details of the organisations' human and financial resources are provided in Chapter 2 of Volume I as context for the discussion of the fire response on 7 February. The focus of this chapter is more on the governance and organisational structures than the workforce and resource base, however the remainder of this section is provided by way of background.

The CFA appoints a Chief Officer, and the operational equivalents in Department of Sustainability and Environment and Metropolitan Fire and Emergency Services Board are referred to as Chief Fire Officers. Collectively these officers are referred to here as Chief Officers for ease of reference. The organisational arrangements discussed in this chapter are those that applied on 30 June 2009 and were typically the arrangements applying on 7 February. The Commission notes from evidence provided by the Secretary of the Department of Justice that some changes to these structures have since been made.³

10.1.1 THE COUNTRY FIRE AUTHORITY

The Country Fire Authority was established in 1945 and operates under the *Country Fire Authority Act 1958*.⁴

It is responsible for fire and emergency services (outside the metropolitan fire district) on private property throughout Victoria.⁵ In addition to fire suppression, the CFA is involved in planning decisions, fire prevention programs and, most recently, provision of advice on community refuges and bushfire shelters.⁶

The CFA is a statutory authority with a government-appointed board, which is responsible to the Minister for Police and Emergency Services.⁷ The organisation is headed by a Chief Executive Officer supported by seven directors, including the Chief Officer.⁸ Figure 10.1 shows the CFA's organisational structure as at 30 June 2009.

The agency has a mix of equipment and resources to support its urban and rural firefighting activities and a large personnel base:

- some 60,000 volunteers—including more than 30,000 operational volunteers
- almost 2,000 employees—including more than 500 career (paid) firefighters.⁹

The appointment of the DSE Chief Fire Officer is an internal departmental matter and is not made pursuant to a delegation of particular statutory power. The Chief Fire Officer is responsible for performing fire prevention and suppression activities on behalf of the Secretary, as set out in s. 62(2) of the Forests Act.⁷¹ Depending on the circumstances, the Chief Fire Officer may also rely on s. 33(2)(b) of the Country Fire Authority Act and s. 16 of the Emergency Management Act to perform these functions.⁷² The Commission wonders why this position is not a statutory appointment, in keeping with the Chief Officers of the CFA and the MFB. As Figure 10.2 shows, in February 2009 the DSE Chief Fire Officer reported to an executive director, then through a general manager to the Secretary of the department. In turn, the Chief Fire Officer is reliant on a further director (Director Land and Fire Services), who is responsible for firefighting resources.

The Commission sees the DSE Chief Fire Officer position as being entwined within complex bureaucratic reporting arrangements. The position of the Chief Officers within their organisations and the overall emergency management structures are discussed further in Chapter 2. The Secretary of the Department of Justice and the Secretary of DSE both acknowledged that these positions in the respective organisational hierarchies warrant review.⁷³

The Commission was not satisfied that financial allocations within DSE ostensibly for fire management purposes were in fact directed to fire-related outcomes. Annual reporting by DSE did not confirm that the appropriate (and necessary) allocations were made.⁷⁴ The inability of DSE's Secretary to provide to the Commission details of the expenditure and resources applied to DSE fire-related activity is unacceptable. This lack of transparency compromises policy analysis and erodes public accountability. It also reinforces the Commission's concern that Land and Fire Management reports to a minister who does not have primary responsibility for preparation and planning for and responding to unplanned fire.

Apart from these matters, no substantial criticisms of the broader governance arrangements for the fire agencies were brought to the Commission's attention. As a result, it did not examine in detail the operation of the CFA and MFB boards and DSE's internal governance arrangements.

The metropolitan fire district

Urban growth around Melbourne has far exceeded the metropolitan fire district boundary, and risk profiles of suburbs have changed. In addition, regional growth has led to the CFA being responsible for large urban centres in country Victoria. It has met this demand by maintaining integrated stations of career and volunteer firefighters and using urban firefighting vehicles and equipment. Continued urban growth does not necessarily mean that the MFB ought to be responsible for emergency response in those areas. But the fact that the metropolitan fire district does not reflect metropolitan Melbourne is incongruous—increasingly so with continuing demographic changes and urban growth.⁷⁵

The State expressed concern that, because of the MFB's funding model, the cost of expansion of the metropolitan fire district would be passed on to ratepayers in the newly assigned areas. In addition, expansion of the metropolitan fire district boundary would probably decrease the critical surge capacity of the CFA through a reduction in the number of volunteers available to deploy elsewhere in the state.⁷⁶

10.2.3 OTHER CONSIDERATIONS

The Commission became aware of the differing cultures in the various fire agencies. Recognition of volunteers is fundamental in the CFA, and some underlying tensions were exposed where it appeared that volunteer capabilities were not being fully used.⁷⁷ The United Firefighters Union of Australia—Victoria Branch, representing the MFB workforce and career CFA firefighters, was a strong proponent of paid employment.⁷⁸ This, however, is not the view of Volunteer Fire Brigades Victoria.⁷⁹ The State, on behalf of DSE, argued that responsibility for fire on public land should rest with the land manager, rather than an external response agency.⁸⁰ Mr Phil Cheney, a fire behaviouralist, and honorary research fellow at CSIRO, agreed with this view.⁸¹

The existing organisational cultures have strengths and weaknesses. Some adjustments will be needed if greater interoperability between agencies is to be achieved. Organisational culture should be harnessed to provide impetus for operational and organisational change, and this task should not become a distraction, draining resources and crippling reform.

Conclusion

The Commission concluded that the three fire agencies, as currently structured, did not collectively contribute to their maximum potential on 7 February. Most of the concerns identified related to operational matters such as control, operational integration and interagency standards. The Commission therefore considers the problems identified need to be substantively redressed, with a focus on augmenting operational capability. The problems were not mere inconveniences that resulted from the size and scope of the disaster: they were serious failings that limited the agencies' ability to comprehensively fulfil their responsibilities. The Commission therefore sought others' views on the options for clarifying responsibilities and improving integration and coordination among agencies.

10.3 OPTIONS FOR CHANGE: PROPOSALS TO THE COMMISSION

The Commission sought from experts and interested parties, including the agencies themselves, views on the best way to resolve the problems identified in the foregoing sections. It sought the views of experts but also wanted to add a practical dimension to allow it to consider reforms that would improve outcomes and be amenable to implementation. The State presented a whole-of-government view, encompassing the fire agencies, through the Secretary of the Department of Justice.⁶² Practically, this meant the Commission did not directly hear the agencies' views on governance and structural matters. As a result, the Commission sought the views of those who had previously led and managed fire agencies and organisational experts, together with unions and the volunteers association.

Mr Athol Hodgson was Commissioner of Forests from 1983 to 1984 and Chief Fire Officer of what became the Department of Conservation, Forests and Land (a predecessor of DSE) from 1984 to 1987. He considers that under the arrangements that applied on 7 February the DSE Chief Fire Officer was too buried within the structure and that in the 1980s 'the chief officer at the time stood between the minister and the fire', indicating a clear line of accountability.⁶³

Mr Neil Bibby, recently retired CEO of the CFA, advocated the creation of a single agency.⁶⁴ He noted the limited progress made in response to a series of past recommendations that sought improved cooperation between agencies and proposed a single fire services board comprising representative and skills-based members reporting to a single minister.⁶⁵ The board would be supported by a CEO heading the three fire agencies and a fire commissioner or chief operations officer heading three deputy commissioners for urban, provincial and bush landscapes. He saw corporate functions such as human resources, finance and administration being the province of one entity and supporting all three operational arms.⁶⁶

Mr Len Foster, former CEO, Executive Chairman and Chairman of the CFA, proposed a less radical model, with a 'country fire services board' providing non-metropolitan fire services statewide through an agency combining the CFA and DSE fire functions and reporting to a single minister. The MFB would remain a stand-alone metropolitan fire service. A state fire operations commander would be one of a number of directors reporting to the CEO, and the Networked Emergency Organisation work teams would be managed as industry brigades. Essentially, this model is the existing CFA model with DSE's fire functions drawn into it.⁶⁷

The United Firefighters Union Australia proposed amalgamating the MFB and the CFA into a Victorian fire board with urban and rural divisions. This model was initially proposed in 1890 and again by the Public Service Board of Victoria almost a century later, in 1982.⁶⁸ DSE firefighters would remain in the department but would be part of a single command and control arrangement for operations. The UFUA argued that this model would generate 'substantial cost savings' (although no detail was provided), would deliver 'standardised fire cover ... particularly in urban and large regional centres', and would allow for the provision of standardised equipment, training, command and control, safety and risk management, funding, administration and governance.⁶⁹

The Australian Workers Union, representing DSE field staff, strongly opposed the UFUA model. It argued that the demarcation between the provision of fire services on public and private land was vital and that removing command and control responsibility from DSE would mean a loss of accountability. It did not oppose the idea of the CFA and the MFB being brought together but suggested the creation of a 'land and fire commission' to manage public land—in concept, effectively bringing together DSE and the agencies that currently comprise the NEO and similar to the previous Forests Commission.⁹⁰

10.4.4 LACK OF CONSENSUS

It is clear that there is very little common ground in relation to whether structural reform is needed and, if so, the nature, scope and merits of various models. A number of the parties argued for change, but there was little agreement about the form and extent of that change: some argued for a merger and some argued against one. Many who gave evidence on organisational structures acknowledged that the operational problems that arose on 7 February 2009 ought to be tackled and that organisational change might assist with this. As noted, however, the proposed solutions ranged from improving mechanisms for coordination while substantively leaving the existing structures untouched to moving to a single, integrated fire service. Similarly, none of the models and experiences from other jurisdictions provides a distinctive and compelling solution for the Victorian context.

The Commission determined that an alternative structure for Victoria's fire agencies is required. In assessing the evidence on how various organisational structures might support and improve operational performance, the Commission had a number of questions in mind:

- How can the operational capacity and performance of Victoria's fire agencies be improved?
- Would performance be better if two or more of the fire services were amalgamated?
- Are public versus private land, or rural versus urban, divides still relevant?
- Should the governance structure within any single fire service be altered or should that service be combined with other fire services?
- What is the relative status and role of the Chief Officers within each organisation and should these be changed?
- What are the best arrangements for coordinating integrated responses and exercising control over major incidents and command within agencies, having regard to centralised versus decentralised responsibility?
- Do the changes in operational procedures that have been made since 7 February 2009 resolve the problems?

10.5 THE COMMISSION'S VIEW

A disaster of the scale of 7 February will always put strain on organisational processes and structures. As outlined, the evidence revealed failures in or impediments to achieving an optimal operational response in several areas:

- policy
- practice and protocol
- systems
- structures
- capability.

The detail of these failures (and successes) is set out in the descriptions of the fires in Volume I and the relevant chapters in this volume.

The Commission considered the views and options the parties put forward for redressing the deficiencies observed on 7 February through structural reform and organisational arrangements, but it found none compelling.

The Commission was unconvinced by the State's view that structural change is not needed. Broadly, the existing arrangements have been in operation since early last century, but the demands made of and the expectations attached to the agencies have outpaced these structures and the environment in which they operate. In the case of many of the operational problems described in this chapter, previous attempts to improve coordination have failed. Typically, progress has been slow or incomplete or has not achieved the level of interoperability required—for example, the failure to adopt common information and communications systems (see Chapter 3) or to implement a common approach to accrediting Incident Controllers (see Chapter 2). Similarly, state-level coordination has not led to clear lines of responsibility, accountability and leadership (see Chapter 2).

When considered individually, the problems might be resolved through changes to the working arrangements that exist between the CFA and DSE. Work is already under way towards this—for example, through implementation of the revised coordination, command and control arrangements.¹²⁷ Further, many of the changes made since Black Saturday and the recommendations of this Commission will contribute to improving agencies' operational capacity. When considered collectively, however, the problems identified are symptomatic of systemic failings that led the Commission to ponder whether structural change is necessary.

The Commission does not consider that the flaws identified in connection with Black Saturday can be overcome simply by doing more of the same, even if it is done better. Nor does it consider that use of the State Coordination and Management Council Bushfire Sub-committee, or restructuring the Victoria Emergency Management Council, would be sufficient, not least because both have limited public accountability. Continued reliance on cooperation and coordination to achieve unity of purpose is inadequate and was found wanting on 7 February. Although the Commission agrees that the Victoria Emergency Management Council should be improved, it does not consider the council to be the right vehicle for implementing operational change and introducing unity of control. A more direct approach is necessary.

The Commission is not persuaded that radical reform, such as moving to a single fire service, is either necessary or desirable at this time. There may be an intuitive attraction to merging agencies as a means of overcoming operational incompatibilities, duplications and inefficiencies, but there is a risk that the merger itself becomes the focus of effort, which could easily distract attention and focus from the operational improvements the Commission considers to be the priority.

Examination of the recommendations of past reviews and organisational structures in other jurisdictions is informative, but again no compelling model emerges. In fact, the example of Tasmania is evidence of the difficulties that can arise in the amalgamation of fire services: it has taken 10 years to amalgamate the rural and urban fire services in a state where the entire fire service is about the size of a single CFA region.¹²⁸ Further, subsuming all elements into one agency poses the risk of undermining the strengths of each agency. For instance, care would be needed to ensure that DSE's specialist expertise in forest firefighting, which is crucial given the fire risk inherent in Victoria's forests, is maintained and strengthened.

The Commission did not examine in detail the current governance structures of the fire agencies. Equally, no compelling criticism of these arrangements was advanced to support an argument for fundamental structural change. The evidence and subsequent analysis focused on the need for operational improvements—in particular, to support high-risk days. The Commission is therefore of the view that it is premature to move to a single fire service. There could, however, be benefits in adopting a structure that keeps open the option of a greater degree of integration in the future.

The Commission views improved operational performance as the absolute priority. In support of this, it considers modest and targeted structural reform is needed as a catalyst for change and to tackle the identified operational shortcomings in order to achieve four goals:

- improved common operational policy and standards
- stronger coordination and unambiguous command and control
- improved interoperability
- a strengthened capacity for agencies to provide an integrated response.

The Commission sought an approach that would facilitate and provide clear and decisive leadership to achieve these goals while preserving the best aspects of each of the fire agencies and their current governance arrangements. It decided on three areas on which to focus organisational effort and change in the short and longer term:

- promoting operational improvements and reform
- better management of level 3 fires
- accommodating the potential for future change.

If these are to be implemented effectively there needs to be appropriate ministerial responsibility and those responsible for managing fire must have sufficient seniority and authority within their agencies. There are risks in the current system in which DSE, as one of Victoria's fire agencies, reports to a minister not concerned with emergency management. The Commission accepts that viewing prescribed burning as part of land management is prudent, but it considers that preparing for unplanned fire and the associated emergency response—which must be focused on protecting human life—should be the responsibility of the Minister for Police and Emergency Services. The Commission is also concerned that the status and authority of the Chief Officers within their agencies have the potential to adversely affect their ability to discharge their responsibilities.

10.5.1 PROMOTING OPERATIONAL IMPROVEMENT AND REFORM

The immediate priority must be to lift baseline operational capacity and interoperability in all of Victoria's fire agencies. A clear commitment and a concerted effort are needed now. Leadership is required to create the environment and impetus for continuous improvement and to build capacity, resilience and operational fire management expertise in recognition of Victoria's status as the most fire-prone state in Australia.

Administrative approaches to coordination have often proven ineffective, so the Commission considers that an organisational structure is needed to strengthen operational integration and establish a source of authority to ensure that change happens. To avoid parochialism, which can compromise reform, the source of authority needs to rest outside the individual fire services.

10.5.2 BETTER MANAGEMENT OF LEVEL 3 FIRES

Beyond lifting the State's operational fire capacity through general agency improvements, a different kind of response is required for high-end level 3 fires such as those that occurred on Black Saturday, Ash Wednesday and Black Friday. Fires of that nature, although historically few, bring with them an intensity and a propensity for devastation that requires a greater capability than can be had through a business-as-usual approach. Evidence of the probable impact of climate change on the frequency and intensity of ferocious fires in Victoria lends further support to arguments for change.

It is not sufficient to continue to rely on the best endeavours of the Chief Officers and others dependent on personal relationships or working in cooperation. Leadership and responsibility for the preparation, planning and management of level 3 incidents needs to be explicit, in order to lift overall operational capacity to deal with exceptional weather conditions and ferocious fires.

10.5.3 ACCOMMODATING THE POTENTIAL FOR FUTURE CHANGE

The Commission considers that operational improvement is a precursor and precondition to any consideration of radical structural reform. Major structural change, particularly amalgamation, would necessitate significant commitment, planning, resources and change management over time to be successful, as demonstrated by the Tasmanian experience. Attempting operational reforms and major structural reforms simultaneously would risk diluting the focus, and potentially the speed and effectiveness, of the essential operational changes required. The Commission was not persuaded that a merger is warranted at this stage, but it sees merit in moving to greater integration over time, and there is obviously a trend toward this. The enhanced baseline and level 3 fire capacity and improved interoperability would better position the agencies to take the next step towards integration if further change is seen as desirable in the future. It would also allow the inherent strengths and specialisations of each agency to be supported and provide time for the consultation necessary in view of the different cultures of the fire agencies. Consideration of further reform could occur following a review—say, in three years—of the extent and effectiveness of the operational reform agenda.

10.5.4 THE PROPOSED COURSE: A FIRE COMMISSIONER FOR VICTORIA

In keeping with the priorities just outlined, the Commission sees the immediate appointment of a full-time Fire Commissioner as a prudent and necessary first step. This would be an independent statutory appointment, and the incumbent would be responsible to the Minister for Police and Emergency Services.

RECOMMENDATION 60

The State amend the exemptions in clause 52.17-6 of the Victoria Planning Provisions to ensure that the provisions allow for a broad range of roadside works capable of reducing fire risk and provide specifically for a new exemption where the purpose of the works is to reduce bushfire risk.

RECOMMENDATION 61

The State and Commonwealth provide for municipal councils adequate guidance on resolving the competing tensions arising from the legislation affecting roadside clearing and, where necessary, amend environment protection legislation to facilitate annual bushfire-prevention activities by the appropriate agencies.

RECOMMENDATION 62

VicRoads implement a systematic statewide program of bushfire risk assessment for all roads for which it is responsible, to ensure conformity with the obligations in s. 43 of the *Country Fire Authority Act 1958* and with the objectives expressed in the VicRoads 1985 Code of Practice.

ORGANISATIONAL STRUCTURE

RECOMMENDATION 63

The State enact legislation designed to achieve two specific ends:

- appoint a Fire Commissioner as an independent statutory officer responsible to the Minister for Police and Emergency Services and as the senior operational firefighter in Victoria
- make the Chief Fire Officer of the Department of Sustainability and Environment a statutory appointment.

The Fire Commissioner should have responsibility for the following:

- promoting and directing reform aimed at increasing the operational capability, interoperability and resilience of Victoria's fire services
- developing and building operational capacity to prepare for the days of highest bushfire risk and exercising control over level 3 fires as the permanent State Controller
- providing to government periodic advice on the metropolitan fire district boundary on the basis of triggers, frequency and criteria approved by government
- representing Victorian interests on operational matters in national committees.

RECOMMENDATION 64

The State replace the Fire Services Levy with a property-based levy and introduce concessions for low-income earners.





