

**Applicant: United Firefighters' Union of Australia**

**Respondent: Fire Rescue Victoria**

**THIRD STATEMENT OF LAURA CAMPANARO**

I, Laura Campanaro, Industrial Officer Coordinator, of 408 Brunswick Street Fitzroy, say:

**Introduction**

1. I am employed by the Victorian Branch of the United Firefighters' Union of Australia (UFU) as the Industrial Officer Coordinator. I have been employed by the UFU since April 2017 and have held this position since approximately July 2020. I have a law degree (JD) from Melbourne Law School and have been admitted as an Australian Lawyer.
2. I made a statement on 11 August in this matter (First Statement).
3. I made a second statement on 21 September in this matter (Second Statement).
4. I make this third statement in relation to the two matters at paragraph 3(a) of the Fair Work Commission Directions dated 25 October 2023 in this matter. This statement supersedes my earlier statements.
5. I am authorised by the UFU to make this affidavit on its behalf.
6. Unless otherwise stated, the facts in this affidavit are within my own knowledge, information and belief.

**Summary of Bargaining for a new Operational Staff Agreement:**

7. The UFU commenced discussions for a new Operational Staff Agreement with FRV in 2020. Approximately 32 meetings were held between July 2020 and 26 April 2022, and I attended all of these meetings. BCOM Member SSO James Kefalas also attended most, or many, meetings. Branch Secretary Peter Marshall attended meetings from time to time depending on his availability. In attendance for FRV were predominately Mr Peter Parkinson and Mr Alex Sands, and at times a Deputy Commissioner which alternated in attendance between DC Marty Braid, DC Brendan Angwin and DC Ken Brown. At these meetings, UFU and FRV made progress towards agreeing clauses and claims in the Log of Claims. There was no discussion by the FRV representatives of any qualifications or reservations to agreements reached by the parties during bargaining.
8. On 26 April 2022, the UFU commenced formal bargaining with the FRV (that is, after FRV received approval to bargain and after the NERR was issued). A further 32 meetings

(approximately) were held between then and the end of 2022, including bargaining meetings between UFU and FRV representatives alone. James Kefalas and I attended most of these meetings. When I was unable to attend, UFU Industrial Officer Jeremy Murphy attended in my absence. FRV was generally represented by Mr Peter Parkinson, DC Brendan Angwin (who was replaced from time to time by DC David Bruce or DC Marty Braid), and Workplace Relations employees Mr Alex Sands, Ms Caz Laughton and Ms Esther Gruczka.

9. Negotiations took place predominately in person however at times also took place by correspondence, Zoom and telephone discussions.
10. The first formal bargaining meeting was held on 26 April 2022 (as referred to in the Bargaining Charter). Present for the FRV were DC Brendan Angwin, DC Marty Braid, Peter Parkinson, Alex Sands, Esther Gruczka. At this meeting, Mr Parkinson of FRV advised that it had approval to bargain under the old 2019 Government Wages Policy (rather than the then-2021 Government Wages Policy). Mr Sands of FRV also advised that it had requested an extension to bargain under the 2019 Government Wages Policy until 1 August 2022. The 2019 Wages Policy provided for more beneficial headline wage increases than the 2021 Government Wages policy.
11. At no time during this meeting did FRV state that its agreement other than to increases to wages and allowances was conditional upon anything.
12. There was no discussion at this meeting of any qualification that might attach to agreements reached by the parties during bargaining. Any discussion of the Wages Policy was confined to the matters I set out above.
13. At the second bargaining meeting on 3 May 2022, Mr Parkinson once again briefly raised Government Wages Policy and mentioned the 2% headline figure, and that more money can only be achieved “through Pillar 3 efficiencies”. The meeting involved discussion of monetary outcomes related to wages and allowances only. There was no discussion at this meeting of any qualification that might attach to agreements reached by the parties during bargaining.
14. At all times, FRV and UFU have worked on the basis that the current Enterprise Agreement (the *Fire Rescue Victoria Operational Employees Interim Enterprise Agreement 2020*) was the “starting point”. There was an agreement that conditions could not be diminished other than by agreement. Mr Peter Parkinson, representing FRV, made mention of this at our first bargaining meeting on 26 April 2022. This was a fundamental principle in bargaining.
15. This fundamental principle was also not a new concept to the bargaining parties. In February 2020, prior to the 1 July 2020 commencement of Fire Rescue Victoria, the UFU and then Minister for Emergency Services Lisa Neville MP signed a Heads of Agreement.
16. The Heads of Agreement under the Heading “Negotiation of a proposed Fire Rescue Victoria Enterprise Agreement” states at Clause 9:

*“9. The parties agree that the terms of the proposed FRV Enterprise Agreement will set the terms and conditions of employment of professional operational staff*

*of FRV from the relevant date of its approval by the FWC, consistent with the commitments made by the Victorian Government.”*

17. The Heads of Agreement under the heading “Preservation of Terms and Conditions of employment” states at Clause 11:

*“11. The Minister reaffirms the Victorian Government’s previous commitments that the terms and conditions of employment presently applicable to CFA and MFB operational staff through the relevantly applicable agreements in place today **will not be diminished and will not change other than by agreement.**”*  
(emphasis added)

Annexed and marked LC-1 to this Statement is a copy of the Heads of Agreement.

18. For formal bargaining, FRV drafted a “Bargaining Charter” and bargaining representatives were requested to review and sign a copy of this protocol. Contained within this protocol was a reference to efficiencies:

*“In addition to any agreed-in-principle efficiencies previously identified, appropriate and agreed methodologies will be used to test costs associated with proposals and options.”*

19. This Bargaining Charter makes no mention of the need for government approval, or of any other reservation to matters agreed (such as subject to overall agreement on a package).

Annexed and marked LC-2 to this Statement is a copy of the Bargaining Charter.

20. Additionally, the Parties always based their discussions, and bargained, on the UFU’s master document. The UFU’s document was in an Enterprise Agreement format and comprised of a combination of the MFB/UFU Operational Staff Agreement 2016 and the CFA/UFU Operational Staff Agreement 2016 (uncertified). The structure of the document reflected the new fire service, Fire Rescue Victoria, and initially comprises:

- (a) Division 1 – Common Conditions of employment
- (b) Division 2 – Conditions of employment for former MFB
- (c) Division 3 – Conditions of employment for former CFA
- (d) In 2023, FRV and UFU agreed to a Division 4 for the Fire Safety Officer and Fire Safety Coordinator cohort.

21. In addition to a structure that is reflective of the current operational cohort, the proposed Enterprise Agreement also contains a unique proposed clause, Clause 12 – Alignment, which provides for a structured process for reform and harmonisation of Division-specific (ie. Former MFB and Former CFA) conditions. Because of the delay in finalising bargaining to date and in good faith, since 2022 UFU and FRV, including members, have committed as part of the bargaining process, to an early implementation of this clause that was agreed to at the commencement of bargaining. Currently, nine out of twelve items for harmonisation have been presented to the FRV/UFU Operational Consultative Committee. This issue is dealt with further below at paragraphs 93 to 116.

### **FRV Executive Leadership Team the decision-making body**

22. At all times during bargaining FRV has represented to the UFU negotiators that there would be no reduction/diminution in conditions unless by agreement between UFU and FRV, as well as the process of discussing and bargaining off the UFU's master document, the UFU at all times has also been cognisant that the FRV Executive Leadership Team (ELT) is the decision-making body of FRV including for enterprise bargaining related matters.
23. The FRV ELT comprises one Fire Rescue Commissioner, 6 Fire Rescue Deputy Commissioners and 1 Deputy Secretary.
24. Mr Parkinson, FRV's Bargaining Lead until approximately January 2023, emphasised this on a number of occasions during bargaining meetings that FRV bargaining representatives including himself and Workplace Relations employees (Alex Sands and Caz Laughton), who included also an FRV Deputy Commissioner, would present on bargaining process and claims to the FRV ELT at FRV ELT meetings. Agreement on claims (or, alternatively, rejection of claims) was a result of FRV ELT decisions.
25. On 31 May 2022, Mr Parkinson said to an Independent Bargaining Representative (IBR) that FRV's response in bargaining "Comes as a consequence of us making sure anything raised is interrogated by reps of ELT. ELT must sign off. All material drafted for you is signed off by ELT. I take instructions from ELT." There were approximately four to five IBRs that represented individuals or, in one case, a very small number of operational employees.
26. On 28 June 2022, Mr Parkinson said to an Independent Bargaining Representative that "ELT has considered and endorsed every position put to ELT".
27. On 26 July 2022, Mr Parkinson said in relation to the UFU's Table 3A and accompanying clauses that "ELT has adopted a position in relation to each and every matter. FRV will provide response in writing attached to the minutes."
28. In recognition of the above, during **Matter B2022/1676**, Peter Marshall suggested, and FRV accepted, a UFU presentation at the weekly ELT meeting on the inclusion of Division 4 in the proposed Operational Staff Agreement. It was this presentation that led to ELT deliberations and agreement that a Division 4 was to be included in the proposed Operational Staff Agreement. That is, as a result of the presentation delivered to FRV ELT, the matter of the inclusion of Division 4 – which was previously not agreed - was ultimately agreed by FRV ELT. No Government representative was present at this ELT meeting and FRV did not indicate that it needed to consult with, or reach agreement on the proposal, with government.

### **The process of reaching agreement during bargaining**

29. During bargaining, the UFU would reproduce agreed clauses, the parties' progress, and the UFU claims that were maintained (or had not yet been discussed) in revised "versions" of the proposed Enterprise Agreement, and circulate a copy to FRV.
30. Throughout formal bargaining, UFU and FRV each kept their own documents to keep a track of matters that had been negotiated and agreed in formal bargaining. Such documents often aligned completely. This was evidenced by way of the fact that, except for a minor

error or typo from time to time, FRV never raised with me in any inconsistencies or inaccuracies in each version of the proposed Operational Staff Agreement I provided to FRV.

31. Notwithstanding the fact that FRV and UFU each kept separate documents, for full transparency I would provide an explanatory document with each proposed Operational Staff Agreement version outlining all changes made. I know that FRV relied upon the explanatory table of changes made to each version of the proposed Operational Staff Agreement. On 21 March 2023, I saw Mr Alex Sands (former FRV Workplace Relations employee) at FRV Headquarters. Mr Sands advised that he received Version 13 of the proposed Agreement and my Analysis of Changes table (which happened to be provided to FRV the day prior). He thanked me for the table and said it was a “lifesaver”. He told me that he had his own spreadsheet but he was “shit” at keeping it the last 3 to 6 months.
32. On 10 May 2022, FRV provided its first response document in formal bargaining to the UFU in respect of Version 9 of the proposed Agreement. FRV indicated its agreement with the word "agreed" next to every agreed clause. This represented approximately 90% of all clauses. Some items had the term "not agreed", or some other FRV response.

Annexed and marked LC-3 to this Statement is a copy of the 10 May 2022 FRV response document.

33. The only reservation made to agreed items was expressed to be an ability for FRV to electronically review the matters agreed. This reservation was made in the FRV’s response document and in the Bargaining Minutes of the meeting of 10 May 2022 at Item 6:

*“Peter Parkinson discussed in some detail items listed in the FRV response document, noting that this initial response is subject to an electronic review of the documents. Emphasis was placed on the items which FRV does not agree to”.*

Annexed and marked LC-4 to this Statement is a copy of the Bargaining Minutes of 10 May 2022.

34. The 10 May 2022 FRV response document evolved over the succeeding months through negotiations and agreement on terms. There were some 44 bargaining meetings in the 12 months from April 2022.
35. On 17 May 2022, FRV agreed to further clauses including Fire Investigation Allowance clause, Fire Safety Inspector Allowance clause, Work Location clause (Clause 150 in Version 9), and the Fire Investigation Unit clause in Division 3. Additionally, FRV tabled its own wording for certain clauses such as Long Service Leave and Representation Reimbursement Allowance.

Annexed and marked LC-5 to this Statement is a copy of the FRV Response Document.

36. On 24 May 2022, there was further agreement on matters. For example, the Parental Leave clause was confirmed by FRV to be agreed (subject to UFU fixing a typo). FRV also tabled some documents with amendments for the UFU to consider including Schedule 7 –

FRV/UFU OH&S Agreement and Schedule 15 – Appliances (however, during the meeting, FRV withdrew its Schedule 15 changes (due to inaccuracies).

Annexed and marked LC-6 to this Statement is a copy of the FRV Response Document.

37. Bargaining continued to progress in this format.
38. By on or about 7 June 2022, the FRV had confirmed with me that they had completed an electronic review of Version 9 and the FRV crossed out the reservation in the FRV's response document. The FRV response document shows the FRV had now agreed to all the matters in which it had noted its agreement, without any qualification.

Annexed and marked LC-7 to this Statement is a copy of FRV Response document dated 7 June 2022.

39. In addition to FRV and UFU progressing agreement in this way, FRV and UFU also met outside of the scheduled Tuesday bargaining meetings to further progress matters. For example, FRV and UFU would meet to discuss in advance FRV's proposed responses to some of the claims from the IBRs - Andrew O'Connell, Tim Wells, Bill Johnstone and David Harris - as well as discuss progression of some of the outstanding UFU/FRV matters.

On both 13 May and 6 June 2022, UFU and FRV met separately to discuss various claims

40. On 31 May 2022, UFU and FRV met to discuss some outstanding matters such as the Incident Management Team allowance clause, Road Accident Rescue clause (to which edits were discussed and the clause was agreed), and the Long Distance Deployment clause. There was no qualification of this being agreed-in-principle or that the agreement was subject to any condition.
41. On 19 July 2022, UFU and FRV met to discuss changes made by a Deputy Commissioner to the Firefighter Recruit Clause and it was agreed there would be no changes, it was agreed that there would be updates to terminology in the Road Crash Rescue Support clause, the Long Distance Deployment clause was discussed and it was agreed that FRV would table an amended response/clause at bargaining, and other terminology matters.
42. On 25 July 2022, UFU and FRV met to discuss and agree-in-principle with FRV bargaining representatives (to the FRV representatives agreed-in-principle to certain clauses subject to an FRV ELT review of, and agreement with, FRV bargaining representatives' position) the Day Relief & Relieving Duties clause, Income Protection clause (for the only non-agreed sub-clause being the non-firefighter classifications sub-clause), Health Insurance clause, Higher Duties clause.
43. At the 25 July meeting, Peter Parkinson also proposed to Peter Marshall a wages outcome based on dividing up Pillar 3 efficiencies monies. There was no reference to this being contingent on trading off any of the conditions agreed to date nor any of the conditions not yet agreed.
44. On 8 August 2022, Mr Parkinson sent an email to all leading UFU and FRV participants in bargaining (Peter Marshall, James Kefalas, me, Alex Sands, Caz Laughton, Esther Gruszka, Martin Braid and Brendan Angwin) enclosing a long document to facilitate an

Implementation Plan regarding clauses/terms agreed so far. He did not anywhere in the email or the document suggest that any of those agreements were conditional.

Annexed and marked **LC-8** is a copy of the email and document.

45. From the time of the FRV's first response document, the UFU and FRV were negotiating and agreeing to clauses.
46. There was no qualification or reservation expressed by the FRV during these negotiations which suggested the agreements reached between the parties on non-quantum clauses were subject to government approval.
47. The only matter during the bargaining process that was acknowledged to be agreed in principle between UFU and FRV and subject only to Government funding (other than quantum) was the matter of increased safe staffing levels.
48. The UFU and FRV operational representatives over time determined the increased numbers that were critical to meet the deficiencies in Firefighters' safe systems of work and the increased risk to the community. Whilst the numbers were determined and agreed collaboratively between UFU and FRV, the funding for the increased staffing levels was required from the Victorian Government. It should be noted that funding for the fire service is derived from a stand-alone Fire Services Property Levy (FSPL). The FSPL is levied at rates designed to produce a given revenue outcome rather than reflect the variations in the capital improved value of Victorian properties.
49. This qualification was specified in the FRV's Bargaining Notes of 11 October 2022 which stated in part "*staffing numbers, whilst being finalized in principle, was still subject to Govt instruction refunding [sic]*".

Annexed and marked **LC-9** to this Statement is a copy of the 11 October 2022 FRV Bargaining Notes.

50. At the commencement of bargaining, any qualifications made by the FRV were in respect of quantum increase of wages and allowances only (**quantum**).
51. There was no qualification attached to matters agreed between the parties concerning non-wage related clauses until at least August 2022 by which time the vast bulk of clauses had been agreed in Version 10 of the Master Copy of the draft Agreement. By that stage, approximately over 90% of all matters in the proposed Agreement had been agreed to. The single exception to this was in respect of safe staffing levels (explained below).
52. Additionally, whilst there was a qualification made very late in bargaining to the effect that the FRV required government approval on non-wage related matters, there was no indication made by the FRV to the UFU that such approval had not been given in respect of the clauses agreed to. A representative from the Victoria Government (Industrial Relations Victoria) sat in the s.240 bargaining conferences in **Matter B2022/1676** whilst the parties were negotiating and reaching agreement on non-wage related items. It was never stated that such matters were capable of being resiled from if the government took a different view of things at some time in the future.
53. At no time did Government representatives attend any bargaining meetings.

### **Changes in the FRV's Approach following the UFU's Efficiencies Application**

54. On 11 August 2022, the UFU provided to FRV a copy of Version 10 of the proposed Operational Staff Agreement and accompanying explanatory document.
55. The following day, on 12 August 2022, Peter Parkinson for the FRV wrote to me stating "*Hi Laura, Great work on all this!! We are working through it and the new Log.*". Mr Parkinson queried a comment in the Explanatory Document, of which I responded and advised that there was a typographical error.
56. Version 10 of the Master Copy of the proposed agreement represented over 90% agreement on all non-quantum matters.
57. There was, up to this time, no qualification or reservation expressed by the FRV during negotiations which suggested the agreements reached between the parties on non-quantum clauses were subject to government approval.
58. On 15 August 2022, the UFU filed a Form F10 application in the FWC seeking an efficiencies allowance (**Matter C2022/5683**). The Efficiencies application sought the payment of over \$100 million, under the existing 2020 Interim Agreement, representing savings gained through realised efficiencies. It was the same claim that had been made in bargaining to support the UFU's quantum claim, but which was not agreed to by the FRV.
59. FRV's response in bargaining changed following the UFU's Efficiencies Application. For the first time, FRV used the language of agreement in-principle and the need for overall agreement on a package.
60. On 16 August 2022, FRV tabled a response document to the proposed Operational Staff Agreement (Version 10), stating as follows:

*"The following provides FRV's response to the above Log on a without prejudice basis, noting that a range of substantive matters now await instruction to FRV by the State Government. FRV has appraised the Government of the UFU's Log.*

*The clause numbers referenced below are the clause or subclause numbers as set out in the UFU Log.*

*All clauses as set out in the UFU Log, unless otherwise commented upon below, are agreed in principle by FRV, subject to final agreement on an overall package of provisions for the proposed EA".*

Annexed and marked LC-10 to this Statement is a copy of FRV response document dated 16 August 2022

61. The references to Government as against each clause/schedule in FRV's response document are: Firefighters Registration Board, Income Protection (quantum only), Emergency Medical Response (quantum only), Wages and backpay, Allowances (percentage increase only), Road Crash Rescue Support (quantum only), Overtime (quantum of kilometre allowance only), Schedule 1 – Staffing Chart (funding only), Schedules 4, 16 and 28 (Allowances schedule stipulating dollar or percentage figures for most allowances), Schedule 8 – Senior Operational Rank Alignment).



62. As can be seen from this list, aside from the Firefighters Registration Board clause (which was uniquely subject to separate Fair Work Commission proceedings and a Ministerial direction in the context of those very proceedings and is the subject of proceedings in the Federal Court challenging the validity of the Direction), all Government references to instruction related to wages and allowances increases. That is, the government attached no qualifications to non-wages and allowances clauses. If it had, they would have been identified in the versions of the draft Agreement as was the case with respect of the wages and allowances clauses.
63. On occasion Mr Parkinson said of some matters that they were subject to Government approval or a package. Whenever he did one of the UFU representatives would ask in effect if the matter was agreed or not. Every time he replied that it was agreed.
64. A further 12 bargaining meetings were held between 3 February 2023 and 26 April 2023. These meetings were held in accordance with Commissioner Wilson's Statement of 3 February in FRV's s. 240 application (**Matter B2022/1676**) and focused on resolving all remaining non-wages matters "to finality". I attended all of these meetings.
65. FRV representatives in 2023 varied, but included DC Marty Braid, DC Michelle Young, Mr Alex Sands, Mr Nick Koletsis, and Ms Jo Crabtree.
66. On 13 September 2022, FRV tabled a similar response to UFU's Version 11 of the proposed Operational Staff Agreement.
67. In Version 12 of the proposed Enterprise Agreement (dated 23 November 2022), the UFU indicated clauses that were agreed between UFU and FRV in green highlight and still outstanding clauses in yellow highlight.
68. Version 13 of the proposed Enterprise Agreement (20 March 2023) contained further green clauses marking the positive progress of the parties.
69. On 26 July 2023, UFU provided a revised Version 14 and Analysis of Changes table to correct an inadvertent omission that clause 7 had been agreed to by the parties.

Annexed and marked **LC-11** is revised Version 14 of the proposed Enterprise Agreement and the Analysis of Changes document.

70. Across this period, many of the last outstanding non-quantum matters were the subject of negotiation and agreement. It had always been assumed by me as the UFU's lead bargaining representative that the Minister was either in no position to disagree with what the FRV had been agreeing to, or alternatively that the Minister had agreed with the FRV on the matters that had been finalised to the extent that any agreement was sought by FRV.
71. The Government Wages Policy FRV had relied upon is the 2019 Government Wages Policy.

Annexed and marked **LC-12** is a copy of the 2019 Government Wages Policy.

72. On 4 April 2023, the Victorian Government announced a new Government Wages Policy (**the 2023 Government Wages Policy**).

73. On or about 2 May 2023, the Victorian Government published the 2023 Government Wages Policy online.
74. “Pillar 3: Additional strategic changes” is a feature of both the 2019 and the 2023 Government Wages Policies. To the extent that FRV considers itself bound by Government Wages Policy, Pillar 3 addresses the matter of efficiencies, as the efficiencies identified and agreed between UFU and FRV are the result of a harmonised operational FRV workforce and are key operational or strategic priorities.
75. The UFU does not consider itself bound by Government Wages Policy. To my knowledge, no Government Wages Policy has ever restricted the bargaining parties from reaching an agreement above the Government’s headline figure.

**Narrowing the outstanding matters and resolving all items other than wages increase**

76. Since late 2022, FRV and UFU have substantially narrowed the outstanding matters in bargaining. This is reflected in both Bargaining Minutes as well as UFU’s and FRV’s respective section 240 applications (bargaining disputes) lodged in late 2022.
77. FRV’s Bargaining Meeting minutes of 27 September 2022 at [7] state: *Matters of substance which remain outstanding are:*
  - a. *Wages (UFU advise it will make presentation to ELT)*
  - b. *Allowances*
  - c. *Reg Board*
  - d. *Staffing*
  - e. *Health Insurance UFU claim*
  - f. *Public Transport UFU claim*
  - g. *FSO UFU claim*
78. The UFU wrote to the FRV stating that the inclusion of item 7(d) was an error. FRV confirmed that this item was not a matter of controversy.
79. On 12 October 2022, the UFU filed a s240 application (**B2022/1550**) (later withdrawn) seeking the assistance of the Fair Work Commission to resolve a bargaining dispute in relation to the following 7 items:
  - (a) *Wages;*
  - (b) *Allowances;*
  - (c) *Registration Board;*
  - (d) *Fire Safety Inspectors (cl 77.5 only)*
  - (e) *Health insurance claim;*
  - (f) *Public transport claim; and*
  - (g) *Fire Station Officer (FSO) claim.*

80. On 4 November 2022, FRV filed a s240 application (**B2022/1676**) seeking the assistance of the Commission to resolve a bargaining dispute and listed 9 items:

*28. Subject to the UFU providing FRV with a copy of the draft enterprise agreement V12, FRV considers that the Fair Work Commission's involvement is necessary to resolve, at least, the following disputed matters between the parties:*

- a. Wages;*
- b. Allowances;*
- c. Minimum Staffing Numbers;*
- d. Health insurance;*
- e. Public Transport;*
- f. Fire Safety Officers;*
- g. Fire safety Inspectors;*
- h. Wage and percentage relativities; and*
- i. The proper characterisation of the alleged efficiencies currently the subject of C2022/5683 as well as the intersection between them and the kind and/or level of benefit provided for by the New Agreement.*

81. In Matter B2022/1676, the Parties attended around 10 conciliation conferences before Commissioner Wilson between November 2022 and April 2023. Government representatives, including Mr Jesse Maddison, attended at least four conciliation conferences in **Matter B2022/1676** on 15 December 2022, 12 January 2023, 20 January 2023 and 24 February 2023.

82. The Commission had from time to time asked the Government representative when the new Government Wages Policy could be expected as the FRV had not made an offer on quantum on the basis that it was awaiting the new policy. There was otherwise never any input from the representative. On no occasion did the Government representative take issue with the matters that had been identified as agreed as between the parties.

83. On 3 February 2023, Commissioner Wilson issued a Statement reflecting both UFU and FRV's position and setting out the following:

*[4] Bargaining between the FRV and the UFU and other bargaining representatives has progressed between the parties with substantial goodwill, to the point where at the time the matter was referred to me to be dealt with the principal parties, the FRV and UFU, had reached agreement on all but 10 issues, as follows:*

- 1. Wages and Allowances - which awaits a proposal from the FRV in response to the UFU claims, with the FRV seeking to receive advice from Government about an amended or new wages policy.*
- 2. Fire Safety Officers - resolution of this claim requires a decision from the FRV Executive Leadership Team.*
- 3. Firefighters Registration Board - there has been no discussion on this subject with both parties looking to further proceedings in the Commission on the subject.*

4. *Health Insurance - the UFU most recently advised that it is exploring avenues to achieve Health Insurance and will report back.*
5. *Public Transport Fares - the UFU now seeks to progress this with a discussion directly with Public Transport Victoria (PTV).*
6. *Fire Safety Inspectors – the matter appears agreed in principle with drafting to be exchanged between the parties.*
7. *Emergency Medical Response Allowance – this matter appears close to agreement.*
8. *Allowances Schedule – this matter also appears close to agreement.*
9. *Wages and Classification Relativities – further discussions are required between the parties about this matter. FRV has provided the UFU with a draft clause regarding this item to which the UFU is to respond. The UFU is also seeking to reserve its position in relation to potential future examination of the relativities for Station Officers and Senior Station Officers, and will provide a draft clause regarding this matter to FRV for consideration by the FRV.*
10. *Minimum staffing – FRV and UFU have agreed to the safe staffing claim numbers and funding for the UFU safe staffing claims remain under consideration by the Minister for Emergency Services. Further discussions are required between the UFU and the FRV in respect of staffing numbers indicated in Schedules 16 of the draft agreement.*

...

*[6] It is clear to me bargaining will be unlikely to meaningfully progress without the capacity of FRV to put forward a detailed monetary proposal for consideration of the UFU and other employee bargaining representatives. What is ultimately put forward by the FRV for consideration of the UFU and employees is likely to be a function of the Victorian Government wages policy which is presently under review following its re-election in November 2022. I note that the parties are currently bargaining under the 2019 wages policy.*

...

*[16] I consider it desirable that before that date and time the parties endeavour to resolve to finality all of the non-wages matters that have been under discussion in the conciliation conferences to date. In particular I request that they meet on that subject before the next conference, discussing all remaining non-wages matters.*

Annexed and marked **LC-13** is a copy of the Statement.

84. Whilst FRV waited for the 2023 Government Wages Policy to be published in order to formulate its offer to UFU on quantum, the bargaining parties continued to settle the few remaining, outstanding matters “to finality” in accordance with Commissioner Wilson’s instruction to FRV and UFU in his Statement of 3 February 2023.

85. UFU and FRV representatives met a further 12 times between 3 February and 26 April 2023, and all outstanding items were agreed and/or settled between UFU and FRV except for the quantum increase of wages and allowances.
86. The progress between UFU and FRV in 2023 is marked in both correspondence and communications to operational members by both UFU and FRV. For example:
- (a) On 20 March 2023, UFU wrote to FRV and provided Version 13 of the proposed Enterprise Agreement. In its correspondence, the UFU noted that “277 out of 281 clauses and all schedules have been agreed between UFU and FRV, with many clauses already implemented”. The UFU acknowledged further work to do on the quantum of wages and allowances.

Annexed and marked LC-14 is a copy of the UFU’s letter.

- (b) The Fire Rescue Commissioner, Gavin Freeman, verbally acknowledged the correspondence the following day. Commissioner Freeman, at an ELT meeting, said to me that he had received the letter and the draft Agreement and said it demonstrated “good work” between FRV and UFU. He said this in front of other Deputy Commissioners, and Directors at FRV.
- (c) On 21 March 2023, UFU published a Bulletin to all members titled *OPS BARGAINING: Version 13 of proposed Ops Agreement including further items agreed between UFU and FRV*. In this Bulletin, the UFU wrote:
- “Version 13 is an update from Version 12 and encompasses further clauses that have been agreed between UFU and FRV in recent months.***
- As members may by now be familiar with, Version 13 builds upon Version 12 (and prior versions) and has been updated following around 7 further meetings between UFU and FRV in recent months and further agreement on specific items and clauses. The UFU is pleased with the level of agreed progress between UFU and FRV bargaining representatives”.*
- (d) On 29 March 2023, FRV published a video to all FRV Staff. In the video, Fire Rescue Commissioner Gavin Freeman says in the video that “*significant progress has been made with these negotiations, for the Operational Agreement for example all matters have been agreed other than the Firefighters Registration Board clause, the funding to increase minimum staffing requirements, and Annual Leave for Fire Safety Officers and the Incident Management Support clause for those Fire Safety Officers. The quantum of wages and allowances increases of course is yet to be agreed as well”.*
- (e) On 27 April 2023, FRV and UFU attended a s240 conference and both parties reported to Commissioner Wilson that, with the exception of the Firefighter Registration Board clause, there was no outstanding item other than quantum increase to wages and allowances. Mr Nick Koletsis and Ms Jo Crabtree of FRV attributed the delay in negotiating quantum increase to wages and allowances on the imminent, new Government Wages Policy (see paragraphs 56, 57, 62 and 69 below).

- (f) On 25 May 2023, UFU published a Bulletin to all FRV operational members, *Operational Members: Wages & Allowances*. In this Bulletin, the UFU wrote:

*“All conditions of employment/clauses, as has been articulated by the Union as well as Commissioner Freeman, have been **agreed**. The **only** outstanding matter is the quantum increase to wages and allowances”.*

87. By June 2023, the only outstanding matter was the increase to wages and allowances. The second and final Statement of Commissioner Wilson in **Matter B2022/1676**, to which both UFU and FRV provided unconditional agreement, reflects the collaborative work between UFU and FRV from almost three years of Enterprise Agreement discussions, including over one year of formal bargaining.
88. Following Commissioner Wilson’s statement, the UFU and its members proceeded in good faith on the basis that there would not be any backward step in bargaining and that the UFU and its members were waiting on a wages and allowances offer from FRV.
89. On 16 June 2023, Nick Koletsis of FRV met with Peter Marshall and I to discuss a draft Statement by Commissioner Wilson that was circulated to the Parties in Matter B2022/1676. The UFU and FRV agreed to make an amendment to the Statement. The UFU sent to Commissioner Wilson (and copied in the FRV Representatives) the edited draft Statement as agreed. The body of the UFU’s email was also agreed between Nick Koletsis, Peter Marshall and I prior to the email being sent to Commissioner Wilson’s Chambers. The amendment made and agreed between UFU and FRV was to clarify that *both* UFU and FRV reported that, since the 27 April conference, all matters had been agreed other than an offer for increases to wages and allowances. Prior to this, the draft FWC Statement only indicated that the UFU had reported such to FWC.
90. On 19 June 2023, Commissioner Wilson issued a further Statement setting out the following:

*[2] Bargaining has progressed very well to the point that the UFU and FRV now report that since the last conciliation conference held on 27 April 2023 all outstanding matters have been resolved, save for the matter of an offer for increases to wages and related monetary allowances.*

*[5] It is no understatement to record that the whole 8-month life of this file has been featured by statements throughout that a comprehensive wages and allowance offer from FRV to the UFU is “imminent”. The file started that way, and it remains so now.*

*[6] There is a need for FRV and those who instruct them to take the imminence of a wages proposal beyond rhetoric and make a proposal to the UFU and other employee bargaining representatives in the near future which properly responds to their claims. The publication of the Victorian Government’s Wages Policy and Enterprise Agreement Framework clears the way for such an offer to be made and it behoves FRV to ensure an offer is communicated in the very near future.*

Annexed and marked **LC-15** is a copy of the Statement.

91. On 27 June 2023, UFU provided Version 14 of the proposed Enterprise Agreement to FRV. The document reflects all agreed terms which is, in essence, everything except for quantum increase of wages and allowances.
92. On 11 July 2023, UFU published UFU Bulletin #100 to all members titled “OPS BARGAINING ... This affects you! Version 14 of proposed Ops Agreement on Members Intranet & UFU App Upcoming Zoom meetings scheduled + face-to-face meetings”. In this Bulletin, the UFU wrote:

*Per the discussion at UFU Station Visits in recent months, as well as the UFU Delegate Note provided to UFU Delegates in June, the only outstanding matter in bargaining is the quantum for wages and allowances.*

### **Identifying efficiencies to flow on to members**

93. Since 2020, the UFU has worked positively and collaboratively with FRV to identify efficiencies as a result of fire service reform and harmonisation. On the instructions of UFU Branch Secretary Peter Marshall, I have worked to ensure that processes and work practices that were harmonised and agreed are also reflected in the proposed Enterprise Agreement. This demonstrates the UFU’s good faith in the various, simultaneous processes that the UFU entered into with FRV to achieve reform, harmonisation and efficiencies.
94. At all times, the UFU has operated on the basis that the efficiencies that were costed and provided to UFU by FRV were properly arrived at and would be honoured by the FRV. That is, the UFU Branch Secretary had discussions with senior FRV representatives informing them that the assistance of the UFU in realising efficiencies would be contingent on the savings flowing back to operational employees. FRV later confirms this in correspondence to the UFU.
95. The process of identifying and costing efficiencies commenced in 2020 and continued until late 2022.
96. On 31 August 2020, I sent a letter signed by Branch Secretary Peter Marshall and addressed to Deputy Commissioner Ken Brown AFSM, regarding improvements as a result of the establishment of FRV and requesting that FRV provide to UFU “information regarding these improvements and efficiencies”. The process of identifying efficiencies commenced shortly thereafter.

### **UFU’s Bargaining Application**

97. On 1 November 2021, following more than a year of informal discussions, the UFU lodged an Application of the Commission to deal with a bargaining dispute (Matter B2021/1057). A series of Conferences were held before Commissioner Wilson in this matter. In addition to assisting the parties in progressing its negotiations, the Commission also assisted in progressing the costing of efficiencies. FRV was required to provide costings (savings) of efficiencies. FRV provided the UFU with those costings. The UFU has always operated on the basis that those figures were properly arrived at and would be honoured by the FRV. The predominant purpose of the application was to seek an official response from FRV that it had formal approval to commence bargaining.

98. On or about 23 November 2021, in Matter B2021/1057, the UFU provided to FRV and the Fair Work Commission a copy of Version 8 of the proposed Operational Staff Agreement. There was no discussion at this meeting of any qualification that might attach to agreements reached by the parties during bargaining, or thereafter when the parties continued to meet and negotiate prior to the commencement of formal bargaining.
99. On 23 March 2022, the UFU and FRV met in person for their last informal bargaining meeting. I attended this meeting along with FRV Commissioner Ken Block and the UFU Branch Secretary Peter Marshall. At this meeting, UFU and FRV agreed that UFU would reflect additional changes agreed by the parties in a Version 9 of the proposed Agreement and UFU would table that document in formal bargaining when it commenced, as well as a document which focussed on outstanding matters.

Annexed and marked **LC-16** to this Statement is a copy of the document tabled by UFU on 3 May 2022.

100. It was never suggested by the FRV that the efforts of the parties to reach agreement in respect of the many new (non-wages related) clauses were in jeopardy because of some reservation relating to the need for approval of Government under the Wages Policy or otherwise, or that any such approval had not been given when the FRV had indicated its agreement to terms. This is reaffirmed, in part, by the Heads of Agreement signed between UFU and the Minister for Emergency Services in February 2020.
101. On 29 March 2022, FRV and UFU attended a conciliation conference before Commissioner Wilson in Matter B2021/1057. FRV Commissioner Ken Block and the UFU Branch Secretary were in attendance. At this meeting, the UFU informed the Commission of the clauses that had been agreed between UFU and FRV during its meetings, and of the key list of clauses most of which were still outstanding ahead of formal bargaining. Peter Parkinson of FRV informed the Commission that the changes to the Master Copy accurately reflected the agreement of the Parties. The UFU also provided the Commission a document that reflected the parties' progress on agreeing to terms.

Annexed and marked **LC-17** to this Statement is a copy of the document tabled by UFU dated 28 March 2022.

102. There was no discussion of any qualification or reservation that might attach to agreements reached between the parties on non-quantum clauses.
103. On 15 August 2022, the UFU filed a Form F10 application in the FWC seeking an efficiencies allowance (**Matter C2022/5683**). An efficiencies allowance was a sum that comprised of, at the time, 19 items that UFU and FRV had jointly identified as "efficiencies" that were already implemented, or to be implemented in future, and producing savings to the organisation.
104. The Efficiencies matter was subject of approximately 4 FWC conferences before Commissioner Wilson from 22 August 2022 to 7 October 2022 and one Mention on 2 November 2022. The FWC and Parties (UFU and FRV) pencilled in tentative dates for the filing of material and hearing dates.



105. On 20 December 2022, the FWC issued amended Directions providing for a series of filing dates and listing the matter for hearing 27 and 28 February and 1, 2 and 3 March 2023.
106. In December 2022 and January and February 2023, the UFU filed evidentiary material including 3 affidavits and 6 statements. The UFU's evidence relied almost entirely on figures (efficiencies) previously calculated by FRV.
107. On 20 January 2023, in Matter B2022/1676, FRV tabled a document containing FRV's calculations in relation to fire service efficiencies (**FRV Efficiencies document**). This document contained three tables as follows:

Table 1: "Benefits to staff (funded by Pillar 3 considerations)" in the amount of \$17,748,903.

Table 2: "3<sup>rd</sup> Pillar contributions – wages policy compliant" in the amount of \$26,643,718.

Table 3: "Other measures" in the amount of \$117,661,476.

108. On 13 and 23 February 2023, in the Efficiencies matter, FRV filed its material. As part of this material, Mr Alexander Sands filed a Witness Statement and referred to the FRV Efficiencies document marked as AS-8.

Annexed and marked LC-18 is a copy of AS-8.

109. In its material filed, FRV submitted that the matters that were subject to the Efficiencies matter (being the efficiencies themselves) should instead be dealt with via the enterprise bargaining process on foot. In its Outline of Submissions, it stated:

*Those good faith discussions continue to include the savings and efficiencies that are the subject of this application. In FRV's view, it is through bargaining for a replacement agreement that agreed savings and efficiencies can be reflected in agreed improvements in employee conditions, including remuneration. To that end, FRV is committed to continuing bargaining.<sup>1</sup>*

...

*FRV's view is that the appropriate forum to give effect to employees' legitimate aspiration to share in the benefits arising from actual productivity gains is enterprise bargaining for the replacement agreement.<sup>2</sup>*

110. Additionally, and although not being a party to enterprise bargaining, on 24 February 2023 the Minister for Emergency Services, the Hon Jaclyn Symes, filed an application to intervene in the Efficiencies matter.
111. On the morning of 27 February 2023, the Minister for Emergency Services filed an Outline of Submissions in which it was submitted that:
  - (a) The Efficiencies matter was capable of being characterised as an abuse of process, and appears to have been lodged because the UFU has not obtained the

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<sup>1</sup> See [4] of Outline of Submissions, 20 February 2023.

<sup>2</sup> See [5] of Outline of Submissions, 20 February 2023.

outcome it wishes to achieve in bargaining and/or in order to obtain an unfair advantage in the bargaining proceedings<sup>3</sup>;

- (b) Gains made under the FRV Interim Agreement can be accounted for in the terms of a new enterprise agreement<sup>4</sup>; and
- (c) The Efficiencies matter should be adjourned, and a course was open to the FWC to dismiss the Efficiencies matter until the current bargaining had concluded.<sup>5</sup>

112. On 27 February 2023, FRV agreed with the Minister's submissions that the Efficiencies matter would be to "sideline bargaining for a replacement agreement"<sup>6</sup> and that it was FRV's view that "**the appropriate course is for the subject matter of efficiencies to be dealt with in bargaining**".<sup>7</sup> (emphasis added)
113. On 28 February 2023, in response to the submissions of the Minister for Emergency Services and FRV and notwithstanding that the UFU did not agree with the submissions put, UFU in good faith proposed adjourning the Efficiencies matter to a later date to focus efforts on bargaining, specifically negotiations for wages and allowances quantum increase.
114. On 12 April 2023, following a Mention held on 11 April 2023, Davies Lawyers on behalf of UFU wrote to Fair Work Commission requesting the matter remain adjourned.
115. On 17 April 2023, the UFU filed an Application for an increase to existing allowances contained within the FRV Interim Agreement (**Matter C2023/2071**).
116. On 14 June 2023, in Matter C2023/2071, FRV filed its Outline of Submissions. In its submissions, at paragraphs 9 and 33, FRV acknowledged the harmonisation and efficiencies delivered in the order of \$117,000,000 over the past 3 years. At paragraph 40 of the Witness Statement of Deputy Secretary Kirstie Schroder, Ms Schroder acknowledged same.

### **Wages negotiations**

117. The only outstanding matter in bargaining is the quantum increase for wages and allowances. In March 2023 FRV put forward a wages offer, which was accepted by UFU subject to specified conditions, which were then rejected by FRV. The detail of this is explained below at paragraphs 122 and 123 below. Up until the date of the filing of the UFU's application in matter B2023/771, and contrary to its previous commitment, there had been no revised wages offer put forward by FRV.
118. Wages and allowances have been subject of correspondence and discussion between UFU and FRV in 2023. However, this had not significantly progressed the matter in any way.
119. At a s.240 conference on 20 January 2023, Alex Sands of FRV tabled a document containing efficiencies for the purpose of Pillar 3 of the Government Wages Policy. This document was

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<sup>3</sup> See [12], Minister's Outline of Submissions, 24 February 2023

<sup>4</sup> See [38], Minister's Outline of Submissions, 24 February 2023.

<sup>5</sup> See [44], Minister's Outline of Submissions, 24 February 2023.

<sup>6</sup> Transcript of Proceedings, UFUA v FRV, C2022/5286, 27 February 2023, PN331.

<sup>7</sup> Transcript of Proceedings, UFUA v FRV, C2022/5286, 27 February 2023, PN332.

not discussed at the conference however it has since been tabled, circulated and/or discussed between UFU and FRV in meetings between UFU and FRV representatives.

120. On 7 March 2023, in the context of the Efficiencies matter, UFU Branch Secretary Peter Marshall wrote to Fire Rescue Commissioner Gavin Freeman setting out the history of efficiencies and expressing, among other things, the UFU's disappointment in FRV continuously failing to make an offer on wages. The UFU also requested that FRV provide to the UFU the date upon which FRV will provide UFU with a wages offer. The UFU's letter included the following:

*Since 2020, the UFU has facilitated FRV's harmonisation and progression of changes to key entitlements including Relocation Assistance, Special Rosters, Attendance at Training, Strike Teams, as well as other items such as introducing the IFP program, harmonising appliances and harmonising consultation.*

*As you are aware, the UFU's participation in the above processes was on the basis that FRV employees would be paid from the efficiencies realised by such changes.*

*As you are also aware, the UFU experienced significant pushback from the wider membership as a result of the changes to their entitlements and the introduction of new work practices. However, the UFU organised its members to manage their concerns on the basis that the benefits realised would ultimately flow to FRV employees.*

...

*The UFU originally applied to the Commission in November 2021 because the FRV had failed to "provide costings of the monetary value for efficiencies arising from FRV's efficiency clauses" in the context of negotiating a new operational staff agreement. Again, the UFU sought that information because of the agreement to flow those benefits on to FRV employees.*

*After six months of negotiations in the Commission, FRV failed to make an offer to the UFU. It continually referred to the fact that the Government would issue a new Wages Policy, however, that has not been forthcoming. It is now over 15 months since the UFU applied to the Commission, and the FRV has failed to make an offer on wages.*

...

*The UFU members and I are extremely disappointed in the FRV's decision to resile from its position after the extensive time and effort the UFU and its members committed to this process. The UFU members are rightly asking me why they agreed to assist the FRV when the FRV has continuously failed to make an offer on wages, and failed to confirm before the Commission that the FRV conceded there was jurisdiction as it had done previously.*

Annexed and marked LC-19 is a copy of UFU's letter and attachment.

121. On 10 March 2023, following a FWC conference in the Bargaining matter, FRV wrote to UFU advising it was authorised to make a wages offer consisting of a 3-year Agreement, three annual 2% wage increases, and a one-off sign on payment of \$1,500. Despite both FRV and the intervener's respective submissions in the Efficiencies matter, any additional payment under Pillar 3 of the 2019 Wages Policy was not included in the monetary offer

“due to the uncertainty regarding the efficiency allowance matter currently before the Fair Work Commission”. Additionally, FRV reported that Government was reviewing its Wages Policy and FRV hoped to provide a revised offer in the near future.

Annexed and marked **LC-20** is a copy of FRV’s letter.

122. On 14 March 2023, FRV responded to the UFU’s 7 March letter. In its letter, FRV set out instructions to it from Government. FRV also advised that it sought to provide an alternate wages proposal which included a Pillar 3 element but that Government would not authorise FRV to do so.

Annexed and marked **LC-21** is a copy of FRV’s letter.

123. On 15 March 2023, UFU wrote to FRV in response to FRV’s letter of 10 March 2023. In its letter, the UFU conditionally accepted FRV’s wages offer and stipulated a number of conditions, which included taking into account “additional strategic changes” (the efficiencies) worth \$117,661,476 as set out in FRV’s own document tabled in bargaining on 20 January 2023.

Annexed and marked **LC-22** is a copy of UFU’s letter.

124. FRV responded to the UFU’s letter at a s240 conference on 24 March 2023 rejecting the UFU’s response.
125. On 27 March 2023, and in light of continued delays in providing a revised wages offer, UFU wrote to FRV regarding bargaining. In this letter, the UFU summarised the parties’ positions to date and stated as follows:

*In Matter C2022/5683 (in which the UFU sought that the Efficiencies be paid by way of an allowance as contemplated under Pillar 3), the FRV and the Minister made submissions to the FWC that Efficiencies should be dealt with in bargaining. It is for this reason that, in good faith, the UFU proposed that the Efficiencies matter be adjourned to allow bargaining to proceed. The FRV and the Minister consented to that adjournment without qualification.*

*Despite the position of both the FRV and the Minister that Efficiencies should be the subject of bargaining, the FRV and Government have refused to engage in any discussions about the payment of realised Efficiencies in the course of discussions over wages, and have actively sought to prevent any of the Efficiencies identified in Tables 2 and 3 of the enclosed FRV document from being the subject of any bargaining for an increase in the wages of operational firefighters.*

*For three years, the UFU has facilitated FRV’s harmonisation and progression of changes to key entitlements including Relocation Assistance and Special Rosters, as well as other items such as introducing the IFP program, harmonising appliances and harmonising consultation. The UFU’s participation in these processes was on the basis that operational members would be paid from the Efficiencies realised by such change.*

*The FRV has previously confirmed that the processes of harmonisation and achievement of efficiencies could not have been achieved without the participation and co-operation of the UFU. It does not appear in issue that these efficiencies*

*have led to very significant savings for the FRV to date, as the Table 3 total confirms.*

*However, the position of the Government and the FRV is to take the full benefit of the UFU's participation, but to refuse to recognise it in bargaining because those Efficiencies have already been realised (and so will not lead to any spending changes in the new Agreement).*

*The position of the FRV in this matter is untenable. To highlight how industrially unsound its position is, it is apparent that, if the UFU had sought to prevent the processes of harmonisation and merger and instead insisted on the maintenance of its strict legal rights under the Interim Agreement, it would be in a far better position in bargaining today. That is because the Government and FRV would recognise any efficiencies to be achieved under the new Agreement (but not prior) under Pillar 3.*

*The FRV's untenable stance on Efficiencies has now placed the UFU in an invidious position where, in order to achieve what it was promised<sup>8</sup>, it is in its best interests to immediately unwind the work from the last three years to put its members in the place where they should be in bargaining.*

*Please confirm by 5pm Tuesday, 28 March 2023 that the Government and the FRV will refuse to bargain in respect of the Efficiencies identified in the enclosed document for the reasons identified in this correspondence.*

Annexed and marked **LC-23** is a copy of UFU's letter.

126. UFU and FRV met the same day to discuss the UFU's letter.
127. On 29 March 2023, FRV responded to UFU. In its letter FRV set out its position as follows:
  - *FRV confirms that Table 3 contained within the Efficiencies Estimate document, represents efficiencies and there are savings as a result of these efficiencies. FRV recognises that some of these efficiencies have already been achieved as referenced in the document.*
  - *FRV confirms its commitment that such savings would be available to flow to FRV employees.*

128. Additionally, FRV emphasised that it was under Government direction not to make a wages offer that includes any additional payment under Pillar 3. FRV stated (again) that Government was reviewing its Wages Policy and FRV hoped to provide a revised offer in the near future.

Annexed and marked **LC-24** is a copy of FRV's letter.

129. On 4 April 2023, the Treasurer of Victoria issued a Media Release announcing a new Government Wages Policy. The Media Release referred to a funded annual increase of

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<sup>8</sup> See correspondence from UFU to FRV dated 7 March 2023.

3%, a lump-sum sign on bonus equal to up to 0.5%, and productivity improvements and efficiencies which can generate additional entitlements.

Annexed and marked **LC-25** is a copy of Treasurer Pallas' Media Release.

130. On 12 April 2023, and in light of the Media Release, Davies Lawyers on behalf of UFU wrote to Commissioner Wilson requesting a further adjournment in the Efficiencies matter to allow for further discussions to occur in the Bargaining matter.
131. On 13 April 2023, Hall + Wilcox first responded requesting a mention hearing for four weeks' time after the full detail of the updated wages policy is known. Additionally, Hall + Wilcox noted that "the release of the new Wages Policy may not assist to resolve this impasse". However, following this email and after further discussions between UFU and FRV that day, Hall + Wilcox wrote to the FWC requesting a further s. 240 conference to be listed at the earliest convenience.
132. On 19 April 2023, UFU and FRV met to negotiate the four outstanding matters (including wages and allowances increases). A record of action items drafted by the UFU and circulated to bargaining representatives after the meeting stated the following action item:

***Quantum of increase re Wages & Allowances***

- a. *FRV to provide to UFU at meeting on Thursday 20 April the FRV ELT position on agreement of 3%, 0.5% of total overall agreement costs, and inclusion of efficiencies quantum of approx. \$114million (FRV figures in relation to Efficiencies that have commenced/have been realised).*

133. The following day, the Parties met again. On that date, the Parties discussed two remaining outstanding matters (including wages and allowances increase). The following action item was drafted by UFU and circulated to bargaining representatives following the meeting:

***Quantum of increase re Wages & Allowances***

- a. *FRV to provide methodology and calculations on 3% increase per annum; bonus of 0.5% of overall agreement costs; and efficiencies (Tables 2 and 3). Note UFU will also work towards same.*

134. The quantum increase for wages and allowances was discussed again on 24 and 26 April 2023. During these meetings, FRV confirmed it would include "frontloading" of allowance quantum in its calculations, and also confirmed it would work towards including all efficiencies in its calculations for a wage & allowance offer, however there was no resolution on the matters.
135. At a s.240 conference report back on 27 April 2023, FRV advised it was calculating a revised offer however also attributed the delays to there being no revised Government Wages Policy.
136. At that 27 April 2023 s240 conference, FRV and UFU both confirmed that, other than the Firefighters Registration Board, there were no other non-wages matters that were not agreed. In attendance for the UFU were Paul Mullett and me. In attendance for FRV were Nick Koletsis, DC Michelle Young, Jo Crabtree and Melissa Small of Hall + Wilcox.

137. On 2 May 2023, the Victorian Government issued a new Government Wages Policy. The UFU has at all times considered itself not to be bound by Government Wages Policy as the UFU bargains in accordance with the *Fair Work Act* (federal jurisdiction) and has done so since 1993. However, FRV has stated that it does consider itself bound by the Policy.

Annexed and marked LC-26 is a copy of the 2023 Government Wages Policy.

138. Up until the date of the filing of the UFU's application in matter B2023/771, and contrary to its previous commitment, there had been no revised wages offer put forward by FRV. This is reflected in Commissioner Wilson's 19 June 2023 Statement in Matter B2022/1676 in which he stated:

[5] *It is no understatement to record that the whole 8-month life of this file has been featured by statements throughout that a comprehensive wages and allowance offer from FRV to the UFU is "imminent". The file started that way, and it remains so now.*

[6] *There is a need for FRV and those who instruct them to take the imminence of a wages proposal beyond rhetoric and make a proposal to the UFU and other employee bargaining representatives in the near future which properly responds to their claims. The publication of the Victorian Government's Wages Policy and Enterprise Agreement Framework clears the way for such an offer to be made and it behoves FRV to ensure an offer is communicated in the very near future.*

139. Through conversations had between Peter Marshall, DS Kirstie Schroder of FRV, Jo Crabtree of FRV and I, I understand that, for a significant period of time, the Victorian Government would not authorise FRV to provide a revised offer to the UFU/FRV professional firefighters. I also understand that the Victorian Government also would not authorise FRV to provide a revised offer including a Pillar 3 "Efficiencies" element to the UFU/FRV professional firefighters. This is contrary to the Victorian Government's own Wages Policy.

140. On 3 July 2023, I wrote to FRV seeking an update on FRV's wages offer.

141. On 7 July 2023, FRV responded to my email and stated in part: ...

*As discussed, FRV has received authority from Government to put a settlement offer to you and other bargaining representatives for the replacement Operational Agreement. We aim to provide you with the offer in writing on Monday 10 July 2023. We will make ourselves available to meet with you on this matter at any time.*

142. The offer mentioned in FRV's 7 July email was never sent to UFU.

143. The only issue remaining is that of the quantum increase of wages and allowances. This is the only outstanding matter. Every other clause and schedule have been agreed between UFU and FRV in the process I have described above. To be clear, the Firefighters Registration Board had also been resolved prior to the 19 June 2023 Statement of Commissioner Wilson.

144. There is an impasse on Pillar 3 despite all correspondence between UFU and FRV, and FRV's own document/calculations, pointing to agreement that efficiencies have been realised, and will continue to be realised, as a result of the harmonisation work.
145. This impasse is due to the Government's position that, despite its own Government Wages Policy that purports to recognise additional strategic changes, the Government refuses to recognise fire service efficiencies worth at least \$117,000,000 that either have been delivered or are in the process of being delivered, and will continue to be delivered. As stated earlier, the assistance of the UFU in realising efficiencies was, and is, contingent on the savings flowing back to operational employees.
146. By 28 July 2023 all matters but wages and allowances had been agreed, the new government wages policy had been released since April, yet, despite the comments made by Commissioner Wilson in his two Statements the FRV had still not made a wages offer. In this context the UFU decided to make the intractable bargaining declaration application which commenced these proceedings.

### Events since 7 August 2023

147. On 7 August 2023, the FRV sent a letter to the UFU purporting to contain an offer.
148. The matters contained in FRV's purported 7 August 2023 offer do not reflect the agreement between the bargaining parties, and do not reflect the position put by FRV.
149. The specific matters that the FRV attempted to put back in issue in its purported 7 August 2023 offer are:
- (a) "clauses allowing for extra claims to be arbitrated by the Fair Work Commission" during the life of the new Agreement;
  - (b) the firefighter's registration board; and
  - (c) "increases to the minimum staffing charts contained within the agreement".
150. These clauses relate predominately to matters that:
- (a) were never in contention or issue in bargaining;
  - (b) are existing entitlements; and
  - (c) are matters that have been agreed between UFU and FRV via the bargaining process.

Annexed and marked LC-27 is a copy of the letter of 7 August 2023.

151. The following table demonstrates that the matters that were agreed, but which the Minister and the FRV have attempted to put in issue in the purported offer of 7 August 2023, were agreed well before any suggestion that there was a reservation or qualification attached any non-wages clauses in bargaining:

Clause in Version 14 of current Draft Agreement	Date of agreement between Parties	Does Clause already exist in 2020 Interim Agreement?
Clause 104.3; 132.3; 162.3; 199.3	10 May 2022	Existing entitlement.



<p><b>Allowances and Reimbursements General</b></p> <p>These are extra claims clauses</p>	<p>(Version 9)</p>	<p>Clause 85.3 of Division A and Clause 92.3 of Division B of 2020 Interim Agreement.</p>
<p><b>The Firefighter's Registration Board</b></p> <p>Clause 55 of Version 14</p>	<p>This issue was deliberately not progressed in bargaining by agreement due to litigation.</p> <p>It was agreed in May 2023 that the parties would keep the existing clause.</p>	<p>Clause 42 of Division A and Clause 49 of Division B of the 2020 Interim Agreement.</p>
<p><b>Increases to the minimum staffing charts</b></p> <p>Schedule 1</p>	<p>6 October 2022 (Version 12)</p>	<p>Schedule 1 of Division A and Schedule 1 of Division B of 2020 Interim Agreement deal with the same subject matter, but the numbers are the subject of change in Version 14.</p>

152. On 7 August 2023, the UFU rejected the offer.

Annexed and marked **LC-28** is a copy of the UFU letter of 7 August 2023.

153. On 26 September 2023, a Hearing was held before the Full Bench of the Fair Work Commission. On 4 October 2023, the FWC published its Order and Decision.

154. On 2 October 2023 Fire Rescue Commissioner Freeman had published a video message to all FRV employees. In it he said:

*Firstly, at this stage, we are still waiting to receive the Fair Work Commission's decision following last Tuesday's hearing for the intractable bargaining application lodged by the UFU. The outcome of the Fair Work Commission's decision will determine whether we have further time to negotiate with your bargaining representatives, which has always been, and remains my preference.*

*If we are granted a post-declaration negotiating period, we'll use this time to narrow the matters in dispute, and work with your bargaining representatives to build on the significant progress that has been made throughout the negotiating process to date. To be absolutely clear, we wish to use the 7<sup>th</sup> of August, 2023 offer as the starting point for further negotiations with your bargaining representatives in an attempt to narrow what is outstanding.*

Annexed and marked **LC-29** is a copy of the video and a transcript of its content

155. On 5 October, FRV sent to UFU correspondence requesting a Post-Declaration Negotiating Period (**PDNP**) session for Wednesday 11 October.

Annexed and marked **LC-30** is a copy of FRV's letter.

156. On 6 October, the UFU responded and advised it was available on this date.

Annexed and marked **LC-31** is a copy of UFU's response.

### **The Post-Declaration Negotiating Period**

157. On 11 October, FRV and UFU met for the first (and only) PDNP session. In attendance for UFU were Mr Tom Dixon of Counsel, Branch Secretary Peter Marshall and me. In attendance for FRV were Deputy Commissioner Michelle Young, Ms Jo Crabtree, Ms Stacey Walker and a consultant, Mr Chris Ralph. Prior to 11 October, DC Young and Ms Crabtree had attended very few bargaining meetings and Ms Walker and Mr Ralph had never attended a bargaining meeting. At the commencement of the meeting Ms Crabtree stated that everything was agreed but the three clauses identified in the August offer.
158. At the end of the meeting, FRV advised that it would be meeting with "Government" at 5:00pm and that they would come back to the UFU at the next session and be clear about their position.
159. The above provides context to the letter that FRV ultimately sent to UFU after the 11 October Post-Declaration Negotiating Period (annexed and marked **LC-32**).
160. At 4:00pm on Friday 13 October, FRV wrote to UFU a 4-page letter. Most, if not all, of this letter was contrary to what FRV had said to the UFU on 11 October. FRV requested a further PDNP session for 17 October.

Annexed and marked **LC-32** is a copy of FRV's letter.

161. On 16 October, UFU responded to FRV's letter. UFU's response provided a chronological, factual account of the meeting of 11 October. Additionally, UFU advised it would be available for a PDNP session on 17 October and requested the attendance of the senior most operational person, the Fire Rescue Commissioner, to attend and negotiate.

Annexed and marked **LC-33** is a copy of UFU's letter.

162. By 11:00am 17 October, I still had not received a response. As the UFU agreed to meet on 17 October, and between the times 11:00am to 1:00pm, I contacted FRV to ask whether the meeting would go ahead.
163. At 11:17am, I called DC Young however DC Young did not answer. I did not leave a message.
164. At 11:18am, I called and spoke to Ms Crabtree. I asked Ms Crabtree whether or not a meeting would occur between the timeslot of 11:00am to 1:00pm. Among other things

Ms Crabtree said that she had no instructions, but she doubts it, and she'll come back to us.

165. At 12:27pm, in absence of a second PDNP session, UFU wrote to FRV with a revised Firefighters Registration Board clause that UFU stated it had hoped to table and discuss with FRV and a document outlining the Wages & Allowances position of the UFU, of which FRV had previously requested further information.

Annexed and marked **LC-34** is a copy of UFU's email and attachments.

166. On 18 October, FRV responded to the UFU's letter.

Annexed and marked **LC-35** is a copy of FRV's letter.

### **Conclusion**

167. The UFU's position is that the FRV seeks to undo what has been agreed between the parties since July 2020. The chronology of the parties' negotiations discloses that there was no relevant qualification attached to the matters agreed:

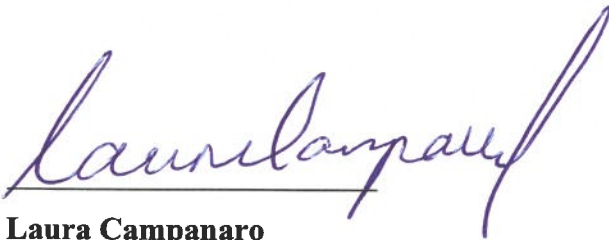
- (a) Between July 2020 and August 2022, save as to one matter that related to government funding for minimum safe staffing levels, the FRV did not specify that any non-wage related matters that been agreed by the parties and included in the master copy of the proposed agreement were subject to any relevant qualification or reservation concerning government approval.
- (b) By August 2022, over 90% of the terms to be included in the proposed agreement had been agreed to; and
- (c) Following August 2022, FRV introduced language into the negotiations to the effect that it needed government approval on non-wage related matters. However, FRV:
  - (i) did not ever suggest that government approval had not been given to FRV at the time;
  - (ii) did not cavil with the Statement issued by the Commission on 3 February 2023 which identified that "*the FRV and UFU, had reached agreement on all but 10 issues*"; and
  - (iii) did not cavil with the Statement issued by the Commission on 19 June 2023 that the UFU and FRV had reported that, since the last conciliation conference held on 27 April 2023, "*all outstanding matters have been resolved, save for the matter of an offer for increases to wages and related monetary allowances*".

168. The Minister's representative was present during bargaining that took place in the Commission and never once indicated that the Government was reserving a right to undo the matters that had been agreed. The UFU assumed that Government's presence and the absence of any caviling with the process was consistent with its agreement (to the extent that agreement was necessary).

169. There was no genuine attempt by the FRV to settle the matter during the Post-Negotiating Bargaining Period. Other than to seek the removal of clauses that had previously been

agreed, no alternatives were proffered. The conduct of the FRV in this period was confirmatory of the UFU's allegation that its 7 August 2023 offer was a tactic designed to reframe FRV's position going into a determination notwithstanding that the parties had agreed on all relevant terms (as set out above).

170. For these reasons, the Commission should find that all matters were agreed between the bargaining representatives other than the quantum of wages and allowances, and funding for minimum staffing (although the parties agreed on the terms to be included in the proposed Agreement).



**Laura Campanaro**

**Date:** 17 November 2023

## HEADS OF AGREEMENT

### BETWEEN

**THE MINISTER FOR POLICE AND EMERGENCY SERVICES – VICTORIA (on behalf of the State of Victoria)**

### AND

**THE UNITED FIREFIGHTERS UNION OF AUSTRALIA**

**[THE PARTIES]**

### RECITALS:

- A. The Victorian Government, relevant government agencies and the United Firefighters' Union of Australia (UFU) have been involved in discussions in relation to the implementation of the Fire Services Reform process and the establishment of Fire Rescue Victoria (FRV) from 1 July 2020.
- B. These discussions concern, among other things:
- a) The process to approve a 2.5 per cent increase to wages and allowances of staff under the Metropolitan Fire and Emergency Services Board (MFB) and the Country Fire Authority (CFA) Operational Agreements; issuing of the Notice of Employer Representational Rights by CFA and MFB; and appointment of the FRV bargaining team as the bargaining agents for both CFA and MFB;
  - b) An update on the negotiation of the FRV Enterprise Agreement to take effect as soon as possible after the establishment of FRV on 1 July 2020;
  - c) Work underway on the development of a Common Law Deed of Agreement and transferring instrument to protect terms and conditions of employment during the transfer of business process for FRV;
  - d) Confirming the agreement to date regarding rank alignment and relativities; and
  - e) Continuing commitment to work through key operational elements that need to be finalised concurrent to an agreed FRV Enterprise Agreement.
- (collectively called “package of measures”)
- C. The package of measures will, when fully implemented, provide a sound basis for the successful implementation of the reforms consistent with the *Firefighters'*

*Presumptive Rights Compensation and Fire Services Legislation Amendment Reform Act 2019 (Vic).*

- D. The Parties are committed to ensuring that the package of measures are fully implemented.
- E. The Parties are committed to completing a process of negotiation which is progressing well, in order for the relevant approval processes consistent with the *Fair Work Act 2009* (Cth) to be implemented as soon as practicable after 1 July 2020.

**THE PARTIES AGREE:**

**Purpose**

- 1. The purpose of this Agreement is to:
  - a) Confirm the commitment of the parties to the implementation of the package of measures;
  - b) Outline the respective roles and responsibilities of and the relationship between the parties;
  - c) Outline the further documentation the parties feel would be required to give effect to the arrangements set out in this Agreement; and
  - d) Contribute to a settled industrial environment for the establishment of FRV.
- 2. In the interests of promoting continued harmonious relations, the parties have agreed to proceed further co-operatively in relation to the matters that are set out in this agreement.
- 3. The Minister acknowledges that this Heads of Agreement is consistent with the secondary pathway under the Government's Wages Policy, noting that an administrative payment rather than a new enterprise agreement is necessary given the structural and implementation issues that the Parties are aiming to resolve prior to the commencement of FRV.

**Renegotiation of Enterprise Agreements**

- 4. The Minister agrees as a show of good faith that she will instruct the MFB and CFA to apply an interim adjustment to the wages and allowances applicable under the *MFB UFU Operational Staff Agreement 2016* ("MFB 2016 Operational Agreement"), the *CFA UFU Operational Staff Agreement 2010* and the *CFA UFU Managers Community Safety Enterprise Agreement 2005* (2009 extended and varied), equivalent

to an increase of 2.5 per cent pending the negotiation of the FRV Operational Staff Agreement.

5. The 2.5% increase to wages and allowances will apply from 1 January 2020.
6. The Minister agrees that the current participant representing FRV in these discussions, will be appointed as the bargaining agent for both the CFA and MFB.
7. The Parties agree that following execution of a Common Law Deed as described at paragraph 12, work will continue on negotiating an appropriate instrument establishing terms and conditions of employment suitable to transfer to the FRV under the *Fair Work Act* (Transfer of Business instrument”), which will reflect all existing terms of the MFB 2016 Operational Agreement and the unregistered agreement agreed on 12 August 2016 and known as the CFA UFU Operational Staff Agreement 2016 (“CFA 2016 Operational Agreement”), in order to preserve working conditions of transferring employees.
8. The Parties agree that following execution of a Common Law Deed as described at paragraph 12, work will continue on negotiating a FRV Enterprise Agreement, as outlined below, to take effect as soon as possible after the establishment of FRV on 1 July 2020.

#### **Negotiation of a proposed Fire Rescue Victoria Enterprise Agreement**

9. The parties agree that the terms of the proposed FRV Enterprise Agreement will set the terms and conditions of employment of professional operational staff of FRV from the relevant date of its approval by the FWC, consistent with the commitments made by the Victorian Government.
10. The parties agree that the proposed FRV Enterprise Agreement will also provide a process to finalise any differences or disparity in terms remaining between previously engaged CFA and MFB operational staff, during the term of the Agreement, in order to achieve harmonisation of terms and conditions.

#### **Preservation of Terms and Conditions of employment**

11. The Minister reaffirms the Victorian Government’s previous commitments that the terms and conditions of employment presently applicable to CFA and MFB operational staff through the relevantly applicable agreements in place today will not be diminished and will not change other than by agreement.
12. The parties agree that work is underway to prepare draft instruments for a Common Law Deed of Agreement to be settled with the UFU, and a Transfer of Business

instrument pursuant to the *Fair Work Act 2009* (Cth), to provide an appropriate agreed legal basis and certainty for UFU members in relation to these commitments. The Common Law Deed of Agreement will be settled with the UFU by 15 February 2020 or otherwise by agreement between the parties. The parties confirm that the proposed Transfer of Business instrument will reflect the existing terms of the MFB and CFA 2016 Operational Agreements so that these terms are transferred into FRV and preserved until replaced by the FRV Operational Agreement.

13. The parties reaffirm their commitment to finalising these arrangements as soon as practically possible and certainly well in advance of the establishment of FRV.
14. It is intended that the Common Law Deed of Agreement referred to in paragraph 12 will be set aside by agreement following Fair Work Commission approval of a Transfer of Business instrument that reflects all of the existing terms and conditions of the MFB and CFA 2016 Operational Agreements or the final approval of the proposed FRV Operational Agreement as described in paragraphs 9 and 10, whichever occurs first. Should any condition or term of the MFB and CFA 2016 Operational Agreements not be included in the Transfer of Business instrument, the parties agree that the whole of the Common Law Deed will continue until the final approval of the proposed FRV Operational Agreement as described in paragraphs 9 and 10. It is anticipated that a draft Common Law Deed of Agreement reflecting these commitments will be available for discussion between the Parties shortly.

#### **Senior Operational Rank Alignment and Station Officer/Senior Station Officer Relativities**

15. The parties, the MFB and the CFA have reached an agreement as to the applicable terms to achieve resolution of these outstanding matters in relation to the Senior Operational Rank Alignment and Station Officer/Senior Station Officer Relativities.
16. The operative dates, the phasing in and sequencing of these arrangements will be subject to the continuing negotiations being undertaken for the proposed FRV Enterprise Agreement and government approval.

#### **Operational Matters**

17. The parties acknowledge that there are various significant operational matters presently the subject of constructive discussions as part of the Fire Service Reform implementation process.
18. The parties confirm their commitment to working through these matters productively and adequately reflecting these in the relevant agreements.



**Executed as an Agreement**

Signed for and on behalf of the Minister for )  
Police and Emergency Services - Victoria )

A handwritten signature in blue ink, appearing to be 'J. Kelly', written over a horizontal line.

Signed for and on behalf of the United )  
Firefighters' Union of Australia )

A handwritten signature in black ink, appearing to be 'P. J. ...', written over a horizontal line.

DATE: 20/02/2020

## Agreed Charter

### Principles and Protocols for FRV Operational Staff Enterprise Agreement Bargaining Negotiations

#### 1. Purpose and Objectives:

1.1 These principles and protocols set out the arrangements and understandings between the bargaining parties to help facilitate cooperative, respectful and purposeful discussion and bargaining to establish a new Enterprise Agreement for FRV and staff to be covered by the Agreement.

1.2 The Bargaining Representatives agree to apply and observe the following protocols during bargaining.

1.3 The objective is to ensure that parties conduct bargaining within the principles and legislative framework of the *Fair Work Act 2009*.

1.3 The parties are committed to achieve a new Enterprise Agreement that has the Objectives as set out in the presently applicable Enterprise Agreement.

#### 2. Bargaining Negotiating Principles:

The parties agree that the following negotiating principles will guide bargaining.

- Good faith
- Respect
- Clear and reasoned proposals
- Timely
- Punctual
- Legislatively compliant
- In accordance with the requirements and obligations arising from the Fair Work Act
- Any party's rights under the Fair Work Act are respected
- A clear commitment to finalise and secure an Enterprise Agreement as soon as possible

#### 3. Arrangements for Bargaining Negotiations:

To achieve the goals expressed in this protocol the parties agree to set aside sufficient time to develop a new Enterprise Agreement. This will be achieved by the following schedule of meetings:

**Bargaining Meetings** - all meetings to be attended by all parties and bargaining representatives and, unless otherwise advised, will be held at the **United Co, Office Space, 425 Smith Street Fitzroy 3065** (FRV will make these arrangements and provide for tea breaks and catering as necessary) at the following times and dates. Note that additional meetings may be necessary on any other dates as agreed from time to time.

### **Meeting One - 26 April 2022 – 1.00pm - 4.00pm**

Suggested Agenda:

1. Introductions and welcome.
2. Consider and settle proposed Bargaining protocol (this document) – to be circulated prior.
3. FRV to provide explanation of current status of current Enterprise Agreement, Government Wages Policy, FRV objectives and broad concepts.
4. Parties to present any proposals for proposed Enterprise Agreement.
5. Opportunity for comments, questions and feedback.
6. Determine and record any action items. An agreed protocol for minuting and its management to be determined and agreed.
7. Agree Agenda for next Meeting.

### **Meeting Two – Tuesday 3 May 2022 – 1.00pm - 4.00pm**

Suggested Agenda:

1. Appoint Chair
2. Parties to respond to matters raised at previous meeting.
3. Determine and record any action items.
4. Agree Agenda for next Meeting.

### **Meeting Three – Tuesday 10 May 2022 – 1.00pm - 4.00pm**

Suggested Agenda:

1. Appoint Chair
2. Parties to respond to matters raised at previous meeting.
3. Determine and record any action items.
4. Agree Agenda for next Meeting.

### **Meeting Four – Tuesday 17 May 2022 – 1.00pm - 4.00pm**

Suggested Agenda:

1. Appoint Chair
2. Parties to respond to matters raised at previous meeting.
3. Determine and record any action items.
4. Agree Agenda for next Meeting.

## **Meeting Four – Tuesday 24 May 2022 – 1.00pm - 4.00pm**

Suggested Agenda:

1. Appoint Chair
2. Parties to respond to matters raised at previous meeting.
3. Determine and record any action items.
4. Agree Agenda for next Meeting.

## **Meeting Five – Tuesday 31 May 2022 – 1.00pm - 4.00pm**

Suggested Agenda:

1. Appoint Chair
2. Parties to respond to matters raised at previous meeting.
3. Determine and record any action items.
4. Consider capacity to reach Agreement. Identify next steps, set further meetings if/as required.

### **4. Bargaining Meeting Process**

Arrangements for conducting the bargaining meetings will be determined jointly by the parties with the intent of ensuring a fair, respectful and efficient approach by all participants. Chair to be appointed from parties for each meeting. Matters and actions agreed will be recorded and confirmed by the parties as required. An agreed protocol for minuting and its management to be determined.

### **5. Communications**

Any communications will endeavour to demonstrate that all parties are seeking to reach agreement as much as, and as soon as possible.

All parties will endeavour to ensure that the content of any communications helps facilitate respectful dialogue and contributes to a mutually beneficial outcome.

The foregoing will not in any way prejudice the rights of the parties under the Fair Work Act.

### **6. Information**

It is agreed that a range of information may be necessary to assist the parties with their deliberations and decisions. The parties agree to the following provisions:

- Respect confidentiality of sensitive information when that is required;
- In addition to any agreed-in-principle efficiencies previously identified, appropriate and agreed methodologies will be used to test costs associated with proposals and options.

Signed by all Bargaining Representatives:

Date: 3 May 2022

**Without Prejudice****FRV Initial\* Response to UFU Log of Claims 3 May 2022 V9****10 May 2022**

**\*Note that FRV has not completed a cross reference of the content of UFU Log with the existing EA which is pending provision of electronic copy. Consequently the following comments/status may change.**

1. Title – Agreed
2. Arrangement – amend to reflect Caps throughout, delete clauses not agreed (ie. 62,69, 89A), remove reference to “Draft etc” throughout, amend order of 89B and insert in table.
3. Objectives – Agreed
4. Period of Operation – 4.1 Agreed, 4.2 – “fire service harmonization incentive payment...” not agreed.
5. Renegotiation – Agreed
6. Application... - Agreed
7. Structure – FSO’s Div 4 not agreed (7.1 and 7.5) and amend 7.1 Schedules 1-40 not 44. Check reference to Schedule numbers throughout. 7.4.4 amend clause to 230, 7.4.5 to 241 and 7.4.6 to 252.
8. Relationship... - 8.2 FSO’s reference Not agreed.
9. Obligations – Agreed
10. Variation – Agreed
11. Definitions – 11.43 – remove “(1)”, 11.39 and 11.47 insert stop.
- 12, 13, 14, 15 - Agreed
- 16,17, 18, 18A, 19, 20, 21, 22, 23, 24,25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 – Agreed.
49. Day Relief... - FRV seek deletion of 49.3 relief for all absences.
- 50, 51, 52, 53, 54 - Agreed
55. Fire Registration Board - FRV to review
- 56, 57, 58, 59, 60 – Agreed
61. Income protection – FRV Not agreed to extension to non FF classifications

62. Health Insurance – FRV Not agreed  
63, 64, 65, 66, 67, 68 – Agreed  
69. Public Transport... - FRV Not Agreed  
70, 71, 72, 73, 74, 75 (formatting in 75.3), 76, 77 - Agreed  
78. Remote.... - (78.1 formatting space) and FRV to review  
79. EMR – 79.1 and 79.7 FRV amend 6000 to 12000  
80, 81, 82, 83 – Agreed  
84. Transition to Retirement – replace with FRV proposed words – to table 10/5  
85, 86, 87, 88, 89, 90, 91 – Agreed  
89A Workcover.... – Not agreed  
89B, 92, 93, 94, 95, 96, 97 – Agreed  
98. Wages – not agreed TBN  
99, 100, 101 – Agreed  
102. Payment of Overtime – 102.2 and 102.3 – FRV Not agreed  
103, 104 – Agreed  
105. Allowances – 105.2 15% FRV Not agreed , 105.4 – replace with FRV words,  
105.11.1 FRV to review, 105.14.1.2 – FRV to review  
106, 107 – Agreed  
108 Personal leave – insert FRV amendments  
109. Sick leave – 109.2 FRV seek to remove ‘additional’  
110, 111, 112, 113, 114, 115, 116, 117 – Agreed  
118. LSL – FRV to review  
119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129 – Agreed  
130 Parental leave – FRV to review  
131 Attendance.... – Agreed  
132. Wages Allowances.... – 132.2 15% FRV Not agreed, 132.4 FRV words, 132.5 –  
FRV to review. 132.6 – FRV to review, 132.19 IMT – UFU to provide replacement log  
as per 3 May.  
133. Commander Secondment – FRV to review  
134. RAR – FRV to review  
135. Relieving Duties... - Agreed  
136. Long Distance Deployments – FRV to review

137. Internal Deployment – FRV to review  
138, 139, 140, 141, 142, 143, 144, 145 – Agreed  
146 Rostering.... – missing bullets and FRV to review  
147,148,149 – Agreed  
150 Work Location – FRV to review  
151, 152, 153, 154 – Agreed.  
155.Classifications - Agreed  
156. Div 2 Systems.... - (remove draft reference), FRV to review  
157. Necessary Minimum... - 157.4.1 'X', 157.7, 157.9 review, 157.14 – insert  
'displaced'... to fireground – FRV to review  
158. Rostering – see 118.7 = 158.7  
159, 160 – Agreed  
161. Allowances.... – 161.1 - check, 161.2- 15% FRV Not agreed, 161.4 – replace  
with FRV words, 161.7.2 – FRV Not agreed  
162. Recreational leave – 162.3.2 replace with FRV words  
163, 164, 165, 166, 167, 168, 169, 170 – Agreed  
171. Rostering.... – FRV to review  
172, 173, 174 - Agreed  
175. Fire Investigation – FRV to review  
176. Wages – TBN  
177. Higher Duties – amend as per FRV proposal – to table 10/5  
178. Allowances – Agreed  
179. Further terms.... – check 179.6 table  
180, 181, 182 – Agreed  
183. Career.... – FRV to review  
184, 185, 186, 187, 188, 189, 190 – Agreed  
191. Div 3 Systems Conditions – FRV to review  
192. Necessary Minimum Staffing Levels – FRV to review  
193. Greater Alarm... - FRV to review  
194, 195 – Agreed  
196. Training.... – FRV to review  
197. Uniforms – Agreed

198. Allowances.... – 198.1 FRV to review, 198.2 15% FRV Not agreed  
199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212 – Agreed  
213 – Fire investigation – FRV to review  
214. Wages – enterprise in bold – quantum TBN  
215. Higher Duties – amend as per FRV proposal – to table 10/5  
216. Allowances – Agreed  
217. Further Terms.... – FRV to review  
218, 219, 220, 221, 222 – Agreed  
223, 224, 225, 226, 227, 228, 229, 230 (remove Draft), 231, 232, 233, 234 – Agreed  
235, 236, 237 – Agreed  
238. Duty Roster – 238.2.7 – FRV to review  
239, 240, 241 – Agreed  
242. Wages – TBN, 242.5 FRV propose removal of bonus/replace  
254, 255, 256, 257, 258, 259, 260, 261, 262 – Agreed  
263 – 274 – FSO's – FRV Not agreed  
Schedule 1 – UFU to provide 10/5  
Schedule 2 - Agreed  
Schedule 3 - Internal secondment – FRV to review – docs not printing  
Schedule 4 – TBN  
Schedule 5 – Agreed  
Schedule 6 - Agreed  
Schedule 7 - FRV/UFU Occ H and S Agreement – FRV to review  
Schedule - 8 Senior Ops Rank Alignment – FRV to review - query how this document best talks to the structure of the proposed EA - ie, the doc refers to Div A and B, not Div 1 and 2 – add an explanatory note.  
Schedule 9 - Agreed  
Schedules 10 and 11 – FRV propose attach executed deeds  
Schedule 12 - Agreed  
Schedule 13 - Relocation Assistance Procedure – FRV to review  
Schedule 14 - List of Station Wear - FRV to review  
Schedule 15 - Appliances - FRV to review



Schedule 16 - Div 2 Minimum crewing - note this needs to be updated.

Schedule 17 – TBN

Schedule 18 – Agreed

Schedule 19 – FRV propose deletion – Clause 96 adequately covers.

Schedule 20 - Division FSCC Job description - FRV to review

Schedule 21, 22, 23, 24, 25, 26(check flow of doc after 26), 27 – Agreed

Schedule 27 – TBN

Schedule 29 – Agreed (note printing), 31, 32 – Agreed

Schedule 33 - FRV to review

Schedule 34, 35, 36 (note printing), 37, 38, 39, 40 - Agreed

PP.

# FRV Operational EA Bargaining Meeting



LC-4

## Notes and action

### Meeting Details:

<b>Date:</b> 10 May 2022	<b>Time:</b> 1:00pm	<b>Location:</b> United Co, Smith Street, Fitzroy
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### Attendees:

<b>FRV Representatives:</b> Peter Parkinson, Brendan Angwin, Esther Gruszka, Alex Sands
<b>UFU Representatives:</b> James Kefalas, Laura Campanaro
<b>Employee Bargaining Representative:</b> Andrew O'Connell
<b>Apologies:</b> Darren McQuade (Employee Bargaining Representative), Daniel Sleeman (FRV) and Martin Braid (FRV)
<b>Guests:</b> N/A

### Notes

1. Welcome. The parties agreed to appoint Peter Parkinson as the chair for this meeting.
2. All parties confirmed neither had any pecuniary conflict of interest in the neutral bargaining venue, United Co. FRV as the employer is responsible for meeting the costs of the venue.
3. Discussion regarding action items from last meeting.
4. UFU tabled hard copy of the revised clause 139.19.
5. Peter Parkinson circulated hard copy of FRV's initial response to UFU log of claims 3 May 2022 v9 (refer to the attached document).
6. Peter Parkinson discussed in some detail items listed in the FRV response document, noting that this initial response is subject to an electronic review of the documents. Emphasis was placed on the items which FRV does not agree to.
7. FRV tabled hard copies of their response draft 84.1 and 176 clauses (refer to the attached documents).
7. Andrew O'Connell circulated his initial log of claims (refer to the attached document).
8. UFU tabled hard copy of the UFU Staffing Claim.
9. Meeting closed at 2:45pm.

### Action Items

Assigned to	Action
FRV	FRV to review remaining points from the UFU log of claims and provide an updated FRV response document to the parties.
FRV	FRV to table at the next meeting FRV's draft personal and sick leave, long service leave, parental leave and any other clauses.
FRV	FRV to consider and respond to Andrew O'Connell's initial log of claims. Any further claims from Andrew O'Connell to be provided in a separate document.
Employee Representative	Table any claims.
UFU	To respond to FRV responses.

### Next Meeting Details:

<b>Date:</b> 17 May 2022	<b>Time:</b> 1pm – 4pm	<b>Location:</b> United Co, Smith Street, Fitzroy
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### Next meeting

Refer to agreed protocol agenda and the above action items.

**Without Prejudice****FRV Initial\* Response to UFU Log of Claims 3 May 2022 V9****10 May 2022 Updated 17 May 2022**

**\*Note that FRV has not completed a cross reference of the content of UFU Log with the existing EA which is pending provision of electronic copy.**

**Consequently the following comments/status may change.**

1. Title – Agreed
2. Arrangement – amend to reflect Caps throughout, delete clauses not agreed (ie. 62,69, 89A), remove reference to “Draft etc” throughout, amend order of 89B and insert in table.
3. Objectives – Agreed
4. Period of Operation – 4.1 Agreed, 4.2 – “fire service harmonization incentive payment...” not agreed.
5. Renegotiation – Agreed
6. Application... - Agreed
7. Structure – FSO’s Div 4 not agreed (7.1 and 7.5) and amend 7.1 Schedules 1-40 not 44. Check reference to Schedule numbers throughout. 7.4.4 amend clause to 230, 7.4.5 to 241 and 7.4.6 to 252.
8. Relationship... - 8.2 FSO’s reference Not agreed.
9. Obligations – Agreed
10. Variation – Agreed
11. Definitions – 11.43 – remove “(1)”, 11.39 and 11.47 insert stop.
- 12, 13, 14, 15 - Agreed
- 16,17, 18, 18A, 19, 20, 21, 22, 23, 24,25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 – Agreed.
49. Day Relief... - FRV seek deletion of 49.3 relief for all absences.
- 50, 51, 52, 53, 54 - Agreed
- \*55. Fire Registration Board - FRV to review
- 56, 57, 58, 59, 60 – Agreed
61. Income protection – FRV Not agreed to extension to non FF classifications
62. Health Insurance – FRV Not agreed
- 63, 64, 65, 66, 67, 68 – Agreed

69. Public Transport... - FRV Not Agreed
- 70, 71, 72, 73, 74, 75 (formatting in 75.3), 76, 77 - Agreed
78. Remote.... - (78.1 formatting space) and ~~FRV to review~~ Agreed
79. EMR – 79.1 and 79.7 FRV amend 6000 to 12000
- 80, 81, 82, 83 – Agreed
84. Transition to Retirement – replace with FRV proposed words – ~~FRV to~~ tabled  
10/5
- 85, 86, 87, 88, 89, 90, 91 – Agreed
- 89A Workcover.... – Not agreed
- 89B, 92, 93, 94, 95, 96, 97 – Agreed
98. Wages – not agreed TBN
- 99, 100, 101 – Agreed
102. Payment of Overtime – 102.2 and 102.3 – FRV Not agreed
- 103, 104 – Agreed
105. Allowances – 105.2 15% FRV Not agreed , 105.4 – replace with FRV words  
below \*105.11.1 FRV to review, \*105.14.1.2 – See below ~~FRV to review~~

105.4 – FRV propose "The methods payments for individual allowances will continue as per the custom and practice for payments of allowances until such time that the parties agree to transition to an electronic EFT payment system or similar the enable the efficient and timely approval and timely payment of allowances. The parties agree to meet and resolve the implementation of such system. Such meeting will occur no later than within 3 months of this agreement coming into operation." The words in italics are in addition to existing.

105.14.1.2 – FRV propose amending last sentence so it reads (addition highlighted): For the avoidance of doubt, Employees **working in the State Fire Investigation Unit** required to be available or notify that they are available after working hours to undertake Fire Investigation and Analysis shall receive this allowance.

105.11.1 – rep reimbursement – FRV propose \$5,250.00

- 106, 107 – Agreed
- 108 Personal leave – insert FRV amendments

FRV propose following additional sub-clause at opening of clause:

"Paid personal leave is inclusive of the entitlements to paid sick leave pursuant to clause [CLAUSE NUMBER], paid carers leave pursuant to clause [CLAUSE NUMBER], and paid compassionate leave pursuant to clause [CLAUSE NUMBER]."

109. Sick leave – 109.2 FRV seek to remove ‘additional’

[FRV propose following for 109.2:](#)

[The amount of ~~additional~~ personal leave an employee may take as sick leave depends on how long he or she has worked for FRV and accrues as follows:](#)

110, 111, 112, 113, 114, 115, 116, 117 – Agreed

118. LSL – FRV to review – [FRV to table proposal 17 May](#)

119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129 – Agreed

\*130 Parental leave – FRV to review

131 Attendance.... – Agreed

132. Wages Allowances.... – 132.2 15% FRV Not agreed, 132.4 FRV words-- see 105.4 above, \*132.5 – [agreed noting uplift with respect to Div B current entitlement.](#)

\*132.6 – [agreed noting consistent with FWC statement of 14/08/2018](#), \*132.19 IMT – [FRV to review - UFU to provided replacement log 10 May.](#) .

\*133. Commander Secondment – FRV to review

\*134. RAR – FRV to review

135. Relieving Duties... - Agreed

\*136. Long Distance Deployments – FRV to review

137. International Deployment – ~~FRV to review~~ [Agreed](#)

138, 139, 140, 141, 142, 143, 144, 145 – Agreed

\*146 Rostering.... – missing bullets and FRV to review

147, 148, 149 – Agreed

150 Work Location – ~~FRV to review~~ [Agreed](#)

151, 152, 153, 154 – Agreed.

155. Classifications - Agreed

156. Div 2 Systems.... - (remove draft reference), ~~FRV to review~~ – [FRV reviewed – agreed.](#)

\*157. Necessary Minimum... - 157.4.1 ‘X’, 157.7, 157.9 review, 157.14 – insert [‘dispatched’](#)... to fireground

158. Rostering – see 118.7 = 158.7

159, 160 – Agreed

161. Allowances.... – \*161.1 - check, 161.2- 15% FRV Not agreed, 161.4 – replace with FRV words [See – clause 105.4 above](#), 161.7.2 – FRV Not agreed

162. Recreational leave – 162.3.2 replace with FRV words

[FRV propose replace with the same as Div 3 - ie. "Where FRV records state that a Div 2 Employee is in negative annual leave, and the negative position cannot be accounted for by FRV and the employee, FRV will void such negative leave balance."](#)

163, 164, 165, 166, 167, 168, 169, 170 – Agreed

\*171. Rostering.... – FRV to review

172, 173, 174 - Agreed

\*175. Fire Investigation – FRV to review

176. Wages – TBN

177. Higher Duties – amend as per FRV proposal – [FRV to tabled](#) 10/5

178. Allowances – Agreed

179. Further terms.... – ~~check 179.6 table~~ [Agreed](#)

180, 181, 182 – Agreed

183. Career.... – FRV to review [Agreed](#)

184, 185, 186, 187, 188, 189, 190 – Agreed

191. Div 3 Systems Conditions – FRV to review [table only](#) – [FRV proposes following in relation to table](#)

#### Appliance

Pumper

Water Tanker

Heavy Rescue

Aerial Pumper

Teleboom

Bronto

BA Support Van

MCV

District Car

Commander - ACFO

Vehicle

POD

Fireboat 1

Fireboat 2

Ground Observer

Vehicles

UAV

HAZMAT

#### Crew Level

4 Good

4 good

3 currently 2 but included in 583

4 good

4 good

2 good but should be called ladder platform

2 good

4 good

1 good

1 good

5 – should be transporter with crew of 2 some pods are different than others and need different crew levels – but if required would respond with other appliance to crew

4 good

4 good

4 this is in current EA but practice is 3

2 – none in div B – but should be 1 consistent with div a

5 – in current EA but practice is 2 and Div A is 2 – noting HAZMAT responds with pumper

[Rehab Unit](#) [2 – none in div b but should be 1 re div a](#)  
[Strike Team or task](#) [4 - good](#)  
[force appliance](#)  
[under clause](#)  
[136](#)~~Error! Reference~~  
[source not found.](#)  
[New appliance](#) [Safe level to be determined under the consultation provisions of this Agreement at clause 24](#)

192. Necessary Minimum Staffing Levels – FRV to review

193. Greater Alarm... - ~~FRV to review~~ [Agreed](#)

194, 195 – Agreed

\*196. Training.... – FRV to review

197. Uniforms – Agreed

198. Allowances.... – 198.1 ~~FRV to review~~, 198.2 15% FRV Not agreed

199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212 – Agreed

213 – Fire investigation – ~~FRV to review~~ [Agreed](#)

214. Wages – enterprise in bold – quantum TBN

215. Higher Duties – amend as per FRV proposal – ~~FRV to~~ [tabled](#) 10/5

216. Allowances – Agreed

217. Further Terms.... – ~~FRV to review~~ [Agreed](#)

218, 219, 220, 221, 222 – Agreed

223, 224, 225, 226, 227, 228, 229, 230 (remove Draft), 231, 232, 233, 234 – Agreed

235, 236, 237 – Agreed

238. Duty Roster – 238.2.7 – ~~FRV to review~~ [Agreed](#)

239, 240, 241 – Agreed

242. Wages – TBN, 242.5 FRV propose removal of bonus/replace [with:](#)

[A bonus payment previously applied to protective equipment employees.](#)  
[From the commencement of this agreement, the bonus payment no longer applies,](#)  
[and wage rates have been increased by \\$200 per annum in lieu of the bonus](#)  
[payment.](#)

254, 255, 256, 257, 258, 259, 260, 261, 262 – Agreed

263 – 274 – FSO's – FRV Not agreed

Schedule 1 – UFU to provide 10/5 – [UFU provided summary table 10/5](#)

Schedule 2 - Agreed

\*Schedule 3 - Internal secondment – FRV to review – docs not printing

Schedule 4 – TBN

Schedule 5 – Agreed

Schedule 6 - Agreed

\*Schedule 7 - FRV/UFU Occ H and S Agreement – FRV to review

Schedule - 8 Senior Ops Rank Alignment – FRV to review - query how this document best talks to the structure of the proposed EA - ie, the doc refers to Div A and B, not Div 1 and 2 – add an explanatory note.

- FRV suggest adding following words to preamble. “In this schedule, Division A means Division 2, and Division B means Division 3”.

Schedule 9 - Agreed

Schedules 10 and 11 – FRV propose attach executed deeds (EG following up)

Schedule 12 - Agreed

\*Schedule 13 - Relocation Assistance Procedure – FRV to review

\*Schedule 14 - List of Station Wear - FRV to review

\*Schedule 15 - Appliances - FRV to review

Schedule 16 - Div 2 Minimum crewing - note this needs to be updated.

Schedule 17 – TBN

Schedule 18 – Agreed

Schedule 19 – FRV propose deletion – Clause 96 adequately covers – FRV propose delete the words “the President of”-

\*Schedule 20 - Division FSCC Job description - FRV to review

Schedule 21, 22, 23, 24, 25, 26(check flow of doc after 26), 27 – Agreed

Schedule 27 – TBN

Schedule 29 – Agreed (note printing), 31, 32 – Agreed

\*Schedule 33 - FRV to review

Schedule 34, 35, 36 (note printing), 37, 38, 39, 40 - Agreed

PP.



**Without Prejudice****FRV Initial\* Response to UFU Log of Claims 3 May 2022 V9**

10 May 2022 Updated 17 May 2022 24 May 2022

**\*Note that FRV has not completed a cross reference of the content of UFU Log with the existing EA which is pending provision of electronic copy. Consequently the following comments/status may change.**

1. Title – Agreed
2. Arrangement – amend to reflect Caps throughout, delete clauses not agreed (ie. 62,69, 89A), remove reference to “Draft etc” throughout, amend order of 89B and insert in table.
3. Objectives – Agreed
4. Period of Operation – 4.1 Agreed, 4.2 – “fire service harmonization incentive payment...” not agreed.
5. Renegotiation – Agreed
6. Application... - Agreed
7. Structure – FSO’s Div 4 not agreed (7.1 and 7.5) and amend 7.1 Schedules 1-40 not 44. Check reference to Schedule numbers throughout. 7.4.4 amend clause to 230, 7.4.5 to 241 and 7.4.6 to 252.
8. Relationship... - 8.2 FSO’s reference Not agreed.
9. Obligations – Agreed
10. Variation – Agreed
11. Definitions – 11.43 – remove “(1)”, 11.39 and 11.47 insert stop.
- 12, ~~13~~, 14, 15 – Agreed
- 13 – 13.5(c) [insert “” 13.5 (c) Each classification should be clearly defined in a common rank structure between the classifications set out in Division 2 (including the classifications of the former MFB) and set out Division 3 (including the classifications of the former CFA) of this Agreement, including common position descriptions for common classifications;”.
- 16,17, 18, 18A, 19, 20, 21, 22, 23, 24,25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 – Agreed.
49. Day Relief... - FRV seek deletion of 49.3 relief for all absences.
- 50, 51, 52, 53, 54 - Agreed

- \*55. Fire Registration Board - FRV to review
- 56, 57, 58, 59, 60 – Agreed
- 61. Income protection – FRV Not agreed to extension to non FF classifications
- 62. Health Insurance – FRV Not agreed
- 63, 64, 65, 66, 67, 68 – Agreed
- 69. Public Transport... - FRV Not Agreed
- 70, 71, 72, 73, 74, 75 (formatting in 75.3), 76, 77 - Agreed
- 78. Remote.... - (78.1 formatting space) and ~~FRV to review~~ Agreed
- 79. EMR – 79.1 and 79.7 FRV amend 6000 to 12000
- 80, 81, 82, 83 – Agreed
- 84. Transition to Retirement – replace with FRV proposed words – ~~FRV to~~ tabled  
10/5
- 85, 86, 87, 88, 89, 90, 91 – Agreed
- 89A Workcover.... – Not agreed
- 89B, 92, 93, 94, 95, 96, 97 – Agreed
- 98. Wages – not agreed TBN
- 99, 100, 101 – Agreed
- 102. Payment of Overtime – 102.2 and 102.3 – FRV Not agreed
- 103, 104 – Agreed
- 105. Allowances – 105.2 15% FRV Not agreed , 105.4 – replace with FRV words  
below \*105.11.1 FRV ~~to review~~ propose \$5,250, \*105.14.1.2 – See below ~~FRV to~~  
review
- 105.4 – FRV propose "The methods payments for individual allowances will continue as per the custom and practice for payments of allowances until such time that the parties agree to transition to an electronic EFT payment system or similar the enable the efficient and timely approval and timely payment of allowances. The parties agree to meet and resolve the implementation of such system. Such meeting will occur no later than within 3 months of this agreement coming into operation." The words in italics are in addition to existing.
- 105.14.1.2 – FRV propose amending last sentence so it reads (addition highlighted): For the avoidance of doubt, Employees **working in the State Fire Investigation Unit** required to be available or notify that they are available after working hours to undertake Fire Investigation and Analysis shall receive this allowance.
- 105.11.1 – rep reimbursement – FRV propose \$5,250.00
- 106, 107 – Agreed
- 108 Personal leave – insert FRV amendments

FRV propose following additional sub-clause at opening of clause:

“Paid personal leave is inclusive of the entitlements to paid sick leave pursuant to clause [CLAUSE NUMBER], paid carers leave pursuant to clause [CLAUSE NUMBER], and paid compassionate leave pursuant to clause [CLAUSE NUMBER].”

109. Sick leave – 109.2 FRV seek to remove ‘additional’

FRV propose following for 109.2:

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

110, 111, 112, 113, 114, 115, 116, ~~117~~ – Agreed

117 – FRV to review

118. LSL – FRV to review – FRV to table proposal 17 May

119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129 – Agreed

\*130 Parental leave – Agreed subject to typo in 130.5.3 “stating” FRV to review

131 Attendance.... – Agreed

132. Wages Allowances.... – 132.2 15% FRV Not agreed, 132.4 FRV words-- see 105.4 above, \*132.5 – agreed noting uplift with respect to Div B current entitlement.

\*132.6 – agreed noting consistent with FWC statement of 14/08/2018, \*132.19 IMT – FRV to review to table new response 31/24/5/22 - UFU to provide replacement log 10 May, .

\*133. Commander Secondment – FRV to review

\*134. RAR – FRV to review

135. Relieving Duties... - Agreed

\*136. Long Distance Deployments – FRV to review

137. International Deployment – ~~FRV to review~~ Agreed

138, 139, 140, 141, 142, 143, 144, 145 – Agreed

\*146 Rostering.... – missing bullets and FRV to review

147, 148, 149 – Agreed

150 Work Location – ~~FRV to review~~ Agreed

151, 152, 153, 154 – Agreed.

155. Classifications - Agreed

156. Div 2 Systems.... - (remove draft reference), ~~FRV to review~~ – [FRV reviewed – agreed.](#)

\*157. Necessary Minimum... - 157.4.1 'X', 157.7, 157.9 review, 157.14 – insert '[dispatched](#)'... to fireground

158. Rostering – see 118.7 = 158.7

159, 160 – Agreed

161. Allowances.... – ~~\*161.1 – check~~, 161.2- 15% FRV Not agreed, 161.4 – replace with FRV words [See – clause 105.4 above](#), 161.7.2 – FRV Not agreed

162. Recreational leave – 162.3.2 replace with FRV words

[FRV propose replace with the same as Div 3 - ie. "Where FRV records state that a Div 2 Employee is in negative annual leave, and the negative position cannot be accounted for by FRV and the employee, FRV will void such negative leave balance."](#)

163, 164, 165, 166, 167, 168, 169, 170 – Agreed

\*171. Rostering.... – FRV to [review table clause 171.6 24/5/22](#)

172, 173, 174 - Agreed

\*175. Fire Investigation – ~~FRV to review~~ [Agreed](#)

176. Wages – TBN

177. Higher Duties – amend as per FRV proposal – ~~FRV to~~ [tabled](#) 10/5

178. Allowances – Agreed

179. Further terms.... – ~~check 179.6 table~~ [Agreed](#)

180, 181, 182 – Agreed

183. Career.... – ~~FRV to review~~ [Agreed](#)

184, 185, 186, 187, 188, 189, 190 – Agreed

191. Div 3 Systems Conditions – FRV to review [table only](#) – [FRV proposes following in relation to table](#)

#### [Appliance](#)

[Pumper](#)

[Water Tanker](#)

[Heavy Rescue](#)

[Aerial Pumper](#)

[Teleboom](#)

[Bronto](#)

[BA Support Van](#)

[MCV](#)

#### [Crew Level](#)

[4 Good](#)

[4 good](#)

[3 currently 2 but included in 583](#)

[4 good](#)

[4 good](#)

[2 good but should be called ladder platform](#)

[2 good](#)

[4 good](#)

<u>District Car</u>	<u>1 good</u>
<u>Commander - ACFO</u>	<u>1 good</u>
<u>Vehicle</u>	
<u>POD</u>	<u>5 – should be transporter with crew of 2 some pods are different than others and need different crew levels – but if required would respond with other appliance to crew</u>
<u>Fireboat 1</u>	<u>4 good</u>
<u>Fireboat 2</u>	<u>4 good</u>
<u>Ground Observer</u>	<u>4 this is in current EA but practice is 3</u>
<u>Vehicles</u>	
<u>UAV</u>	<u>2 – none in div B – but should be 1 consistent with div a</u>
<u>HAZMAT</u>	<u>5 – in current EA but practice is 2 and Div A is 2 – noting HAZMAT responds with pumper</u>
<u>Rehab Unit</u>	<u>2 – none in div b but should be 1 re div a</u>
<u>Strike Team or task force appliance under clause 136</u>	<u>4 - good</u>
<u>Error! Reference source not found.</u>	
<u>New appliance</u>	<u>Safe level to be determined under the consultation provisions of this Agreement at clause 24</u>

192. Necessary Minimum Staffing Levels – FRV to review

193. Greater Alarm... - ~~FRV to review~~ Agreed

194, 195 – Agreed

\*196. Training.... – ~~FRV to review~~ Agreed

197. Uniforms – Agreed

198. Allowances.... – 198.1 ~~FRV to review~~, 198.2 15% FRV Not agreed

199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212 – Agreed

213 – Fire investigation – ~~FRV to review~~ Agreed

214. Wages – enterprise in bold – quantum TBN

215. Higher Duties – amend as per FRV proposal – ~~FRV to review~~ tabled 10/5

216. Allowances – Agreed

217. Further Terms.... – ~~FRV to review~~ Agreed

218, 219, 220, 221, 222 – Agreed

223, 224, 225, 226, 227, 228, 229, 230 (remove Draft), 231, 232, 233, 234 – Agreed

235, 236, 237 – Agreed

238. Duty Roster – 238.2.7 – ~~FRV to review~~ Agreed

239, 240, 241 – Agreed

242. Wages – TBN, 242.5 FRV propose removal of bonus/replace with:

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From the commencement of this agreement, the bonus payment no longer applies.

[and wage rates have been increased by \\$200 per annum in lieu of the bonus payment.](#)

254, 255, 256, 257, 258, 259, 260, 261, 262 – Agreed

263 – 274 – FSO's – FRV Not agreed

Schedule 1 – UFU to provide 10/5 – [UFU provided summary table 10/5](#)

Schedule 2 - Agreed

\*Schedule 3 - Internal secondment – [Update last word in the document to “Operational Streams” not agencies](#)~~FRV to review – docs not printing~~

Schedule 4 – TBN

Schedule 5 – Agreed

Schedule 6 - Agreed

\*Schedule 7 - FRV/UFU Occ H and S Agreement – FRV to [review table amended document 24/05/22](#)

Schedule - 8 Senior Ops Rank Alignment – FRV to review - query how this document best talks to the structure of the proposed EA - ie, the doc refers to Div A and B, not Div 1 and 2 – add an explanatory note.

- [FRV suggest adding following words to preamble. “In this schedule, Division A means Division 2, and Division B means Division 3”.](#)

Schedule 9 - Agreed

Schedules 10 and 11 – FRV propose attach executed deeds [\(E following up\)](#)

Schedule 12 - Agreed

\*Schedule 13 - Relocation Assistance Procedure – FRV to [review table updated document 24/05/22](#)

\*Schedule 14 - List of Station Wear - FRV to review

\*Schedule 15 - Appliances - FRV to [review table amended document 24/05/22 FRV to review \(24/05/2022\)](#)

Schedule 16 - Div 2 Minimum crewing - note this needs to be updated.

Schedule 17 – TBN

Schedule 18 – Agreed

Schedule 19 – FRV propose deletion – Clause 96 adequately covers [– FRV propose delete the words “the President of”-](#)

\*Schedule 20 - Division FSCC Job description - FRV to review

Schedule 21, 22, 23, 24, 25, 26(check flow of doc after 26), 27 – Agreed

Schedule 27 – TBN

Schedule 29 – Agreed (note printing), 31, 32 – Agreed

\*Schedule 33 - FRV to review

Schedule 34, 35, 36 (note printing), 37, 38, 39, 40 - Agreed

PP.

**Without Prejudice****FRV Initial\* Response to UFU Log of Claims 3 May 2022 V9**

10 May 2022 ~~Updated 17 May 2022 24 May 2022 Updated 31 May 2022~~

Updated 7 June 2022

~~\*Note that FRV has not completed a cross reference of the content of UFU Log with the existing EA which is pending provision of electronic copy. Consequently the following comments/status may change.~~

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53. FRV to review

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63, 64, 65, 66, 67, 68 – Agreed

69. Public Transport... - FRV Not Agreed

70, 71, 72, 73, 74, 75 (formatting in 75.3), 76, 77 - Agreed

78. Remote.... - (78.1 formatting space) ~~and FRV to review~~ Agreed

79. EMR – 79.1 and 79.7 FRV amend 6000 to 12000

80, 81, 82, 83 – Agreed

84. Transition to Retirement – replace with FRV proposed words – FRV to be tabled  
10/5

85, 86, 87, 88, 89, 90, 91 – Agreed

89A Workcover.... – Not agreed

89B, 92, 93, 94, 95, 96, 97 – Agreed

98. Wages – not agreed TBN

99, 100, 101 – Agreed

102. Payment of Overtime – 102.2 and 102.3 – FRV Not agreed

103, 104 – Agreed

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below 105.11.1 FRV ~~to review~~ propose \$5,250, 105.14.1.2 – See below ~~FRV to review~~

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110, 111, 112, 113, 114, 115, 116, ~~117~~ – Agreed

117. Public Holidays – FRV to review

118. LSL – FRV to review – FRV to table proposal 17 May

119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129 – Agreed

130 Parental leave – Agreed subject to typo in 130.5.3 “stating” FRV to review

131 Attendance.... – Agreed

132. Wages Allowances.... – 132.2 15% FRV Not agreed, 132.4 FRV words ~~–~~ see 105.4 above, 132.5 – agreed noting uplift with respect to Div B current entitlement.

132.6 – agreed noting consistent with FWC statement of 14/08/2018, 132.19 IMT – FRV to review to table new response 31/24/5/22 – UFU to provide replacement log 10 May, FRV to table new response 31/5/22 – FRV to table revised proposal 7 June 2022

\*133. Commander Secondment – ~~FRV to review~~ FRV circulated response 2 June 2022

\*134. RAR – ~~FRV to review~~ FRV circulated response 6 June 2022

135. Relieving Duties... - Agreed

\*136. Long Distance Deployments – ~~FRV to review~~ [FRV circulated response 2 June 2022](#)

137. International Deployment – ~~FRV to review~~ [Agreed](#)

138, 139, 140, 141, 142, 143, 144, 145 – Agreed

\*146 Rostering.... – missing bullets and ~~FRV to review~~ [otherwise Agreed](#)

147,148,149 – Agreed

150 Work Location – ~~FRV to review~~ [Agreed](#)

151, 152, 153, 154 – Agreed.

155. Classifications - Agreed

156. Div 2 Systems.... - (remove draft reference), ~~FRV to review~~ [– FRV reviewed – agreed.](#)

\*157. Necessary Minimum... - 157.4.1 'X', 157.7, 157.9 review, 157.14 – insert '[dispatched](#)'... to fireground

158. Rostering – see 118.7 = 158.7

159, 160 – Agreed

161. Allowances.... – ~~\*161.1 – check~~, 161.2- 15% FRV Not agreed, 161.4 – replace with FRV words [See – clause 105.4 above](#), 161.7.2 – FRV Not agreed

162. Recreational leave – 162.3.2 replace with FRV words

[FRV propose replace with the same as Div 3 - ie. "Where FRV records state that a Div 2 Employee is in negative annual leave, and the negative position cannot be accounted for by FRV and the employee, FRV will void such negative leave balance."](#)

163, 164, 165, 166, 167, 168, 169, 170 – Agreed

171. Rostering.... – FRV to ~~review~~ [table clause 171.6 24/5/22](#)

172, 173, 174 - Agreed

175. Fire Investigation – ~~FRV to review~~ [Agreed](#)

176. Wages – TBN

177. Higher Duties – amend as per FRV proposal – ~~FRV to~~ [tabled](#) 10/5

178. Allowances – Agreed

179. Further terms.... – ~~check 179.6 table~~ [Agreed](#)

180, 181, ~~182~~ – Agreed

[182 – FRV circulated response 2 June 2022 and amend list of special rosters as follows \(otherwise FRV to finalise review\):](#)

~~182.2.1. Priority Recall Roster~~ Executive Officers and Commanders Special Roster (EOCSR)

~~182.2.2. Rostered Duty Officer/State Duty Officer Roster~~ Regional Controller Roster

~~182.2.3. State Control Centre Roster~~ Commander Fire Call Roster

~~182.2.4. State Agency Commander Roster~~

~~182.2.4. ECC Roster~~

~~182.2.5. IECC Roster~~

~~182.2.6. Division 3 Control Roster~~ |

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183. Career.... – FRV to review Agreed

184, 185, 186, 187, 188, 189, 190 – Agreed

191. Div 3 Systems Conditions – FRV to review table only – FRV proposes following in relation to table

<u>Appliance</u>	<u>Crew Level</u>
<u>Pumper</u>	<u>4 Good</u>
<u>Water Tanker</u>	<u>4 good</u>
<u>Heavy Rescue</u>	<u>3 currently 2 but included in 583</u>
<u>Aerial Pumper</u>	<u>4 good</u>
<u>Teleboom</u>	<u>4 good</u>
<u>Bronto</u>	<u>2 good but should be called ladder platform</u>
<u>BA Support Van</u>	<u>2 good</u>
<u>MCV</u>	<u>4 good</u>
<u>District Car</u>	<u>1 good</u>
<u>Commander - ACFO</u>	<u>1 good</u>
<u>Vehicle</u>	
<u>POD</u>	<u>5 – should be transporter with crew of 2 some pods are different than others and need different crew levels – but if required would respond with other appliance to crew</u>
<u>Fireboat 1</u>	<u>4 good</u>
<u>Fireboat 2</u>	<u>4 good</u>
<u>Ground Observer</u>	<u>4 this is in current EA but practice is 3</u>
<u>Vehicles</u>	
<u>UAV</u>	<u>2 – none in div B – but should be 1 consistent with div a</u>
<u>HAZMAT</u>	<u>5 – in current EA but practice is 2 and Div A is 2 – noting HAZMAT responds with pumper</u>
<u>Rehab Unit</u>	<u>2 – none in div b but should be 1 re div a</u>
<u>Strike Team or task force appliance under clause 136</u>	<u>4 - good</u>
<u>Error! Reference source not found.</u>	
<u>New appliance</u>	<u>Safe level to be determined under the consultation provisions of this Agreement at clause 24</u>

\*192. Necessary Minimum Staffing Levels – FRV to review

193. Greater Alarm... - FRV to review Agreed

194, 195 – Agreed  
196. Training.... – ~~FRV to review~~ Agreed  
197. Uniforms – Agreed  
198. Allowances.... – 198.1 ~~FRV to review~~, 198.2 15% FRV Not agreed  
199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212 – Agreed  
213 – Fire investigation – ~~FRV to review~~ Agreed  
214. Wages – enterprise in bold – quantum TBN  
215. Higher Duties – amend as per FRV proposal – ~~FRV to~~ tabled 10/5  
216. Allowances – Agreed  
217. Further Terms.... – ~~FRV to review~~ Agreed  
218, 219, Agreed  
220 FRV circulated response 2 June 2022 and ,amend special roster list as follows  
(otherwise FRV to finalise review):

~~220.2.1. District Call Back Roster~~

220.2. 12. Executive Officers and Commanders Special Roster (EOCSR)

~~Rostered Duty Officer Roster~~

~~220.2.3. State Duty Officer Roster~~

220.2. 24. State Control Centre Roster

220.2. 35. Regional Control Roster

220.2.4. State Agency Commander Roster

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221, 222 – Agreed  
223, 224, 225, 226, 227, ~~228~~, 229, 230 (remove Draft), 231, 232, 233, 234 – Agreed  
228 – delete 228.5 and 228.6 and make consequential amendments to allowance  
schedules.  
235, 236, 237 – Agreed  
238. Duty Roster – 238.2.7 – ~~FRV to review~~ Agreed  
239, 240, 241 – Agreed  
242. Wages – TBN, 242.5 FRV propose removal of bonus/replace with:  
A bonus payment previously applied to protective equipment employees.  
From the commencement of this agreement, the bonus payment no longer applies.

and wage rates have been increased by \$200 per annum in lieu of the bonus payment.

254, 255, 256, 257, 258, 259, 260, 261, 262 – Agreed

263 – 274 – FSO's – FRV Not agreed

Schedule 1 – UFU to provide 10/5 – UFU provided summary table 10/5 – FRV to respond

Schedule 2 - Agreed

Schedule 3 - Internal secondment – Update last word in the document to “Operational Streams” not agencies~~FRV to review – does not printing~~

Schedule 4 – TBN

Schedule 5 – Agreed

Schedule 6 - Agreed

Schedule 7 - FRV/UFU Occ H and S Agreement – FRV to ~~review~~table amended document 24/05/22

Schedule - 8 Senior Ops Rank Alignment – FRV to review - query how this document best talks to the structure of the proposed EA - ie, the doc refers to Div A and B, not Div 1 and 2 – add an explanatory note.

- FRV suggest adding following words to preamble. “In this schedule, Division A means Division 2, and Division B means Division 3”.

Schedule 9 - Agreed

Schedules 10 and 11 – FRV propose attach executed deeds ~~(E following up)~~

Schedule 12 - Agreed

Schedule 13 - Relocation Assistance Procedure – FRV to ~~review~~table updated document 24/05/22

Schedule 14 - List of Station Wear - FRV to ~~review~~to table amended Schedule 31 May 2022

Schedule 15 - Appliances - FRV to ~~review~~table amended document 24/05/22 ~~FRV to review (24/05/2022)~~ to table amended Schedule 31 May 2022

Schedule 16 - Div 2 Minimum crewing - note this needs to be updated.

Schedule 17 – TBN

Schedule 18 – Agreed

Schedule 19 – FRV propose deletion – Clause 96 adequately covers [– FRV propose delete the words “the President of”-](#)

Schedule 20 - Division FSCC Job description - ~~FRV to review~~ [Agreed](#)

Schedule 21, 22, 23, 24, 25, 26(check flow of doc after 26), 27 – Agreed

Schedule 27 – TBN

Schedule 29 – Agreed (note printing), 31, 32 – Agreed

Schedule 33 - FRV to ~~review~~ [to table amended Schedule 31 May 2022](#)

Schedule 34, 35, 36 (note printing), 37, 38, 39, 40 - Agreed

PP.

**Tonia Sakkas**

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**From:** Peter Parkinson <parkosp2@gmail.com>  
**Sent:** Monday, 8 August 2022 12:05 PM  
**To:** Laura Campanaro; KEFALAS, James; Peter Marshall  
**Cc:** Alex Sands; Caz LAUGHTON; Esther Gruszka; BRAID, Martin; Brendan ANGWIN  
**Subject:** Ops EA - 'Implementation Plan' - Without prejudice  
**Attachments:** DRAFT Implementation Plan FRV EA amended PP 6 August 2022 for disussion purposes only - without prejudice.docx

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi,

As previously discussed, I have now updated the earlier rough plan to reflect all the items in the draft EA, thus far, that require some form of action during the life of the EA.

This is ONLY a draft for discussion purposes only.

It is not intended to introduce this document to formal bargaining, rather it is a separate 'plan' that is suggested, maybe for CC to ensure commitments in the EA are actioned and completed.

In the first instance I think it would be beneficial to work through the action items with you guys to see if there is any that we can delete (eg. the action may have been taken already?) or amend to make the task more efficient - it is a very long list!

Perhaps we can discuss how we might progress this when we catch up on Wednesday.

Cheers, Peter

Peter Parkinson  
parkosp2@gmail.com  
Mobile: +61 (0)417 284 429



PP Draft Only - For discussion

It is proposed that something along the following lines is agreed between the parties and reflected in a signed memorandum of understanding, that complements the EA.

Note, the parties ought endeavour to reduce this list wherever possible and establish a more constructive time line of events if feasible **prior** to concluding bargaining and to agree some common language throughout eg. “...*within ... months of the commencement date of this Agreement.*” Also propose that following review, the items be inserted into a table in a priority time frame order/target dates.

## **Implementation Plan FRV, UFU Operational Staff Agreement 2022**

1. Various provisions in the Enterprise Agreement require certain actions to be taken post approval of the EA, but during the life of the EA, in order to give effect to the relevant provision.

1.1 A number of provisions deal with the requirement for consultation to occur through the agreed mechanisms in order to, in effect, settle the issue. It is apparent that historically previous EA’s have contained similar provisions, but the agreed actions have languished for want of attention, resources or commitment.

1.2 The purpose of this Implementation Plan is to provide confidence that the commitments contained within the EA will be met, monitored and completed within a reasonable time frame by all parties. This necessarily relies upon, in particular, the commitment to provide the necessary reasonable resources to complete the task. Each party has agreed to provide the necessary resources without unnecessary delay in order for the intended time frames to be met.

1.3 To be clear, this Plan only deals with matters identified which require certain action by and between the parties during the life of the Agreement, under relevant time frames where prescribed. All other necessary obligations under the EA are unaffected.

1.4 Listed below are the relevant clauses that will be identified on the agenda of the FRV Consultative Committee to ensure a formal action plan is managed and monitored for each action until completion in accordance with the agreed timelines.

- Cl 5 Renegotiation – requires renegotiation of EA to commence 9 months prior to nominal expiry date of Agreement. To be diarised.
- Cl 12.1.1 Operational Stream of Firefighting Alignment – requires alignment of common training, competencies and PD’s – meeting for this purpose to occur within 3 months of commencement.

- Cl 12.2.1 Alignment of Terms and Conditions – meeting for this purpose to occur within 3 months of commencement - reference the relevant Harmonisation Committees already established and underway.
- Cl 12.3 Harmonisation of Other classifications – 12.3.2.1 deals with harmonisation between former CFA CSTO's and former MFB ICS personnel and 12.3.2.2 deals with former CFA PE Techs and former MFB BA Dept Operational personnel - it is intended that during the life of the Agreement harmonisation of terms and conditions and work procedures as much as practicable will occur. No time lines prescribed.
- Cl 13.4 Senior Operational Personnel Rank Alignment – requires alignment of unaligned matters, including Annual Leave and Position Descriptions, for Div 2 and Div 3 - meeting for this purpose to occur within 3 months of commencement.
- Cl 16 MOUs – requires review to be conducted by CC within 2 months of commencement.
- Cl 25.4 Disputes Panel – requires agreement on Disputes Panel Chairperson within 3 months of commencement.
- Cl. 36.1 Bushfires Royal Commission – requires review of outstanding recommendations from BRC in a timely manner – no time lines prescribed.
- Cl 49 Day Relief – requires working party under rostering Subcommittee to be established immediately (critical) upon commencement and finalise recommendations within 8 months of commencement.
- CL 51.10.5 – Interdivisional Firefighter program – require the parties to enter into discussions re a larger pool of eligible operational employees to undertake short term duties, including additional classifications – no time lines prescribed.
- Cl 57 – Diversity – requires a working party to establish strategies to increase diversity – no time lines prescribed.
- Cl 57.5 Diversity – requires development of traineeships for socio and economically disadvantaged youth within 6 months of commencement.
- Cl 61 Income Protection Insurance Allowance – requires review of non-operational cohort within 8 months of commencement.
- Cl 64 – Medical Care/Attention – requires a subcommittee be established under CC to determine preferred providers – no time lines prescribed.
- Cl 68.5 Health Screening – requires determination of Health Screening programme within 3 months of commencement noting already agreed matters.
- Cl 72.5 CCEO Role – requires establishment of Position Description and consultation to expand role.
- Cl 73.3 and 73.5 and 73.7 Tech Operations and Special Qual deployment – requires subcommittee/working party – 3 months/6 months?? **This clause needs amending.**
- 75.4 and 75.8 – all operational employees to be given opportunity to undertake marine roles – parties to develop a training schedule – no time lines prescribed.

- Cl 76.2 Hazmat – requires statewide concept of operations to be established within 6 months of commencement.
- Cl 77 – Asbestos and Carbon Fibres – requires identification procedure, awareness program, policy to be established - no time lines prescribed.
- Cl 80.2 – Working Conditions and Health and Safety - to review OHS Agreement at Sch.7– no time lines prescribed. – continuous commitment.
- Cl 88 Gambling, Drug and Alcohol Rehabilitation – requires to determine a protocol for inclusion in EAP through CC – within the life of the Agreement.
- Cl 84.1 Transition to Retirement – requires agreed parameters to be established within 2 months of commencement.
- Cl 89A – Water tankers – requires working party within 3 months of commencement.
- Cl 91 – Employee Support Programs – to be developed - Health and Wellbeing Program, Lifestyle Relationship Program, Career Counselling, Financial Planning/Education program – no time lines prescribed.
- Cl 96.6 Infrastructure - requires to modify Infrastructure Agreement to include work locations other than fire stations - within 6 months of commencement.
- Cl 96.8 Infrastructure – requires alignment within 6 months of commencement.
- Cl 96.10 Infrastructure – requires a review of amenities at work locations to assess compliance within 12 months of commencement.
- Cl 97.3 Review of Rostering Arrangements and procedures – required within 12 months of commencement.
- Cl 101.2 Superannuation – requires establishment of Superannuation Equity and Fairness Committee, immediately upon commencement, to discuss and pursue a list of initiatives.
- Cl 102.2 Overtime - requires reference to CC re delays in overtime payments issues to be resolved via consultation – no time lines prescribed.
- Cl 134.2 Road Accident Rescue – submissions to EMV within first 12 months of commencement.
- Cl 134.5 Training for Heavy Pumpers – requires to be developed, implemented and delivered within 24 months of commencement.
- Cl 134.10 Road Accident Rescue – requires various matters to be resolved within 3 months from commencement.
- Cl 157.21 Specialist Appliance crewing - requires review of specialist appliance crewing during life of Agreement – no time lines prescribed.
- Cl 159.12 Staffing levels Div 2 Tech Ops – requires review within 6 months of commencement.
- Cl 160.11 Uniforms, Appliances and equipment - requires
- Cl 160.19 Station Equipment – requires additional equipment at Stations within 6 months of commencement.
- Cl 171.4.6 Rostering Arrangements – requires review of the current district vacancy list at the time of lodgement of the EA.

- Cl 171.6 Rostering Arrangements – requires rostering processes to be reviewed including annexed stations during life of Agreement -- no time lines prescribed.
- Cl 171.7 Rotation of Employees – requires working party to establish rotation principles within first 12 months.
- Cl 175.3 Fire investigation – requires harmonise discussions to occur within 12 months of commencement.
- Cl 178.1 Div 2 Commander Reliever Allowance – requires a review of conditions within first 12 months of commencement.
- Cl 178.2 Hazardous Material Technician allowance – requires a review of quantum of allowance in the context of establishment of special ops unit – no time lines prescribed and requires development of rostering system within 12 months of commencement.
- Cl 179.3.1 Professional Instructors – requires provision of Cert IV training within 6 months of commencement.
- Cl 190.3.23 Manager Community Safety – requires MCS position description to be developed if not agreed by commencement – no time lines prescribed.
- Cl 197.8 Uniforms etc – requires FRV to conduct an audit on adequacy and timeliness of its provision and distribution of uniforms, station wear and PPC – no time lines prescribed.
- 197.19 Uniforms etc – requires finalisation of a policy to establish conditions for employees keeping uniform on retirement – no time lines prescribed.
- Cl 191.2 - Division 3 Systems Conditions – GARRS must be completed within 12 months of commencement.
- Cl 197.10 Establishment of rehab solution for thermal stress – no time lines prescribed.
- Cl 192.11 – Requires establishment of RADAP as subcommittee of CC – **assume this is in place???**
- Cl 192.23 – requires review of specialist appliance crewing during life of EA.
- Cl 213.7 Fire investigation – requires harmonisation of Divisions within 12 months of commencement.
- Cl 217.2 Professional Instructors – requires review of numbers within 3 months.
- Cl 217.13.1 Professional Instructors - requires provision of Cert IV training within 6 months of commencement.
- CL 217.15 Transfer – requires principles to be agreed within 4 months of commencement.
- Cl 217.17.2 Mentoring programme – requires programme to be developed within 6 months of commencement.
- Cl 217.8.14 Professional Instructors Hours of work – requires reporting process for monitoring safe return of instructors working late at nights within 3 months of commencement.
- Cl 217.18.7 Professional Instructors - use operationally – guidelines to be established within 3 months of commencement.

*2. Clause 12 of the FRV EA sets out the requirements in relation to achieving harmonisation of all terms and conditions across FRV. The proposed EA acknowledges that there are significant provisions that only apply to either previous MFB engaged personnel (Division 2) or CFA engaged personnel (Division 3) and that over the life of the EA, these differences are proposed to be eliminated/harmonised.*

*2.1 The objective is that during the life of the proposed EA, negotiations will result in the differing conditions being harmonised such that the need for a Division 2 and 3 of the EA will fall away, with all terms applicable across FRV falling into Division 1, as far as is achievable.*

*2.2 A process for reaching settlement of such differences and the manner of their implementation will be subject to the provisions of Clause 12. The parties commit to allocating the necessary resources and time such that this process commences immediately.*

Signed:

UFU

FRV

# FRV Operational EA Bargaining Meeting



LC-9

## Notes and action

### Meeting Details:

<b>Date:</b> 11 October 2022	<b>Time:</b> 1:45pm	<b>Location:</b> United Co, Smith Street, Fitzroy
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### Attendees:

**FRV Representatives:** Martin Braid, Peter Parkinson, Esther Gruszka, Caz Laughton

**UFU Representatives:** Laura Campanaro

**Employee Bargaining Representatives:** David Harris, Stephen Walls

**Apologies:** James Kefalas, Alex Sands, Tim Wells.

**Guests:** N/A

### Notes

1. Confirmed last meeting's minutes.
2. UFU discussed points from UFU's email circulated prior to the meeting (attachment 1).
3. Further discussion regarding confirmation of UFU's position in relation to sub-clause 77.5 Fire Safety Inspector (i.e., remains in dispute).  
FRV noted it cannot concede to what UFU is proposing as it is not practical in many ras, but confirmed it would be willing to implement a limited trial through CC outside of any provision in EA and requested UFU to further consider the matter.
4. Further discussion in relation to clause 140 (LFF role) and confirmation that UFU accepts FRV's revised proposal tabled on 4 October 2022 (attachment 2).
5. In relation to clause 181.2, UFU confirmed it agrees to what FRV committed to in its response document tabled on 4 October 2022 (attachment 2).
6. UFU confirmed the following items in dispute (wages and allowances; FSOs; Public transport; Health Insurance; Fire Registration Board, whilst noting the Fire Registration Board concept is not in dispute; and FSIs (clause 77.5). FRV confirmed that the parties were still in dispute in relation to the conflict between dollar values and relativity percentages in relation to wages, that required alignment, and that the other outstanding matter of staffing numbers, whilst being finalized in principle, was still subject to Govt instruction refunding (as set out in FRV doc of 13 Sept). UFU put FRV on notice it will be filing a dispute under s240 as soon as possible (even this afternoon).
7. UFU to circulate an updated version of the EA document this week (it will be called v12).
8. Peter Parkinson also noted that the harmonization payment was taken off the v11; FRV has still left that concept for discussion in relation to final outcomes.
9. FRV (Caz Laughton) to provide to Laura/UFU level 4 CSTO rates as agreed for inclusion in V12.
10. Next Tuesday meeting will proceed as scheduled– UFU to provide v12 prior to the meeting and FRV to respond accordingly.
11. Meeting closed at 2:30 pm.

# FRV Operational EA Bargaining Meeting



Action Items	
Assigned to	Action
UFU	UFU to provide a copy of the Charter signed by Peter Marshall (still not completed).

Next Meeting Details:		
<b>Date:</b> 18 October 2022	<b>Time:</b> 1:00pm – 2:00pm	<b>Location:</b> United Co, Smith Street, Fitzroy
<b>Next meeting</b> Refer to agreed protocol agenda and the above action items.		

**Without Prejudice – 16 August 2022****FRV Response to UFU Log V10) received by FRV 11 August 2022.**

The following provides FRV's response to the above Log on a without prejudice basis, noting that a range of substantive matters now await instruction to FRV by the State Government. FRV has appraised the Government of the UFU's Log.

The clause numbers referenced below are the clause or subclause numbers as set out in the UFU Log.

All clauses as set out in the UFU Log, unless otherwise commented upon below, are agreed in principle by FRV, subject to final agreement on an overall package of provisions for the proposed EA.

4.2 Fire Service harmonisation incentive payment - FRV notes that the UFU has deleted the earlier proposed subclause, previously 4.2 - FRV reserves its position on this pending any overall outcome for the proposed EA.

7.1 -7.4 Structure - Subclauses reference up to Schedule '44', needs amending to 40.

7.5 Structure - FSO's - FRV maintains its rejection of the UFU claim to include FSO's in the Operations EA.

49.4 Day Relief - FRV propose amending '*consultation*' to '*consultative*'.

55 Firefighters Registration Board - FRV's response is pending the outcome of proceedings in the FWC and instruction from Government.

61.1 Income Protection Insurance Allowance - FRV propose removing reference to quantum in sub clause and refer to Schedule. FRV's response to the quantum awaits instruction from Government as to a response.

62 Health Insurance - FRV maintains its rejection of this claim.

69 Public Transport for FRV Employees - FRV maintains its rejection of this claim.



77 Fire Safety Inspector - FRV can agree to this subject to removal of the words "*Fire Safety Inspector*" in subclause 77.5.

80.3 EMR - FRV propose removing reference to quantum in sub clause and refer to Schedule. FRV awaits instruction from Government as to a response on quantum.

99 Wages and backpay - FRV awaits instruction from Government as to a response. FRV also maintains its position that the relativities and rates need to be aligned.

106.2 Allowances - FRV awaits instruction from Government as to a response.

106.5.5 Allowances - FRV propose deletion of subclause as it is duplicated from 106.5.2.

106.11.1 Representation Reimbursement - FRV can agree to this subject to inserting the words underlined "*... capped for the life of the Agreement at \$5300 unless...*" and the last sentence to read "*This clause does not apply to representative costs incurred by an employee in relation to an action by or on behalf of an employee against FRV.*" (some words appear to have dropped off the UFU Log).

133 Allowances - FRV awaits instruction from Government as to a response.

133.4 Allowances – FRV propose adding "*Any changes to methods of payments, including implementation of any such changes, shall only occur by agreement between UFU and FRV in accordance with Clause 18 – Consultation.*"

135 RCRS – FRV propose inserting word "Support" in title and using an abbreviation "RCRS" throughout the clause. In the last subparagraph, FRV proposes the following be inserted as the penultimate sentence:  
*"The parties agree that once the qualification is attained than the RCRS allowance in accordance with SCHEDULE 4 will be paid to each employee assigned to an appliance when the appliance is designated with the capacity of RCRS"*

135.10 FRV propose removing reference to quantum in sub clause and refer to Schedule. FRV awaits instruction from Government as to a response on quantum.

137.1 Long Distance deployment - Note clause number error at end of subclause - should be 134.10.

139.3 FSCC's - FRV propose inserting the underlined words after the words "Conditions applying to FSCCs and senior FSCCs , including availability, ...."

157 Div 2 System Conditions – FRV notes a new claim from UFU at subclause 157.5 re leading FF :

*"The parties acknowledge the role of Leading Firefighter in the context of the Structural Efficiency Case. In this context, the parties will consider, with a view to implementing, a Firefighter at the classification of Leading Firefighter as part of safe crewing levels for each FRV appliance."*

FRV awaits an explanation by UFU of this new claim.

158.4.1 Minimum Staffing - remove the X from 11X.

158 - FRV note that reference to Staff numbers to be confirmed.

158.7 - error 118.7.

162 Allowances - FRV awaits instruction from Government as to a response.

163.3.2 Recreation Leave - FRV maintains its proposal to replace subclause with *"Where FRV records state that a Div 2 Employee is in negative annual leave, and the negative position cannot be accounted for by the FRV and the employee, FRV will void such negative leave balance."*

172.6 Rostering - last paragraph typo 'a'.

174.4 Overtime - FRV propose removing reference to quantum in sub clause and refer to Schedule. FRV awaits instruction from Government as to a response on quantum.

177 - Wages and backpay - FRV awaits instruction from Government as to a response and FRV notes Rank Alignment numbers to be reviewed. FRV also maintains its position that the relativities and rates need to be aligned.

183 Special rosters (Div. A) – FRV proposes 183.2 be updated as follows:

~~182.2.1. Priority Recall Roster~~ Executive Officers and Commanders Special Roster (EOCSR)

~~182.2.2. Rostered Duty Officer/State Duty Officer Roster~~ Regional Controller Roster

~~182.2.3. State Control Centre Roster~~ Commander Fire Call Roster

~~182.2.4. State Agency Commander Roster~~

~~182.2.4. ECC Roster~~

~~182.2.5. IECC Roster~~

~~182.2.6. Division 3 Control Roster~~ |

183.15 – FRV notes that it has been proposed that this subclause could be better placed in EA - parties to review.

189.2.3 Vehicles - FRV propose to add after Diesel fuelled “..or as otherwise agreed in accordance with clause 18 - Consultation.”

192.12 References JCK data – FRV has previously raised clarification as to the intent – parties to review.

198.21 Uniforms etc - typo for ‘exceeded’.

199.2 Allowances - FRV awaits instruction from Government as to a response.

215 Wages and backpay - FRV awaits instruction from Government as to a response and FRV notes Rank Alignment numbers to be reviewed. FRV also maintains its position that the relativities and rates need to be aligned.

218.5.2 Commuter Use of Vehicles - FRV had previously flagged a need to consider \$ amounts – FRV to review further.

221 Special rosters (Div. B) - FRV proposes that clause 221 is updated in line with clause 183 to ensure consistency (e.g., names of the rosters in subclause 221.2 be updated in line with 183.2, word “shift” in subclause 221.7 updated to “24 hours”; in 221.8 “Rostered” updated to “Regional”, in 221.12 “FRV related matters” to “matters related to their special duties roster”; in 221.13.4 “special roster duties” updated to “duty on” and removal of “on special roster duties” at the end of the sentence; removal of “who are in receipt of the ACFO (Regional Commander) Allowance” at the end of 221.13.2; 221.14 to be updated to “In the event of loss of motor vehicles, employees will not be placed on a special roster”; and in subclause 221.5 including references to Division 3 before the word “commander”. Making

those changes will ensure consistency between Div. A and Div. B and will give effect to the terms agreed by the parties.

For agreed words on clause 221, refer to FRV's response tabled on 2 June and the following updated list:

~~182.2.1. Priority Recall Roster~~ Executive Officers and Commanders Special Roster (EOCSR)

~~182.2.2. Rostered Duty Officer/State Duty Officer Roster~~ Regional Controller Roster

~~182.2.3. State Control Centre Roster~~ Commander Fire Call Roster

~~182.2.4. State Agency Commander Roster~~

~~182.2.4. ECC Roster~~

~~182.2.5. IECC Roster~~

~~182.2.6. Division 3 Control Roster~~ |

226.2.4 Vehicles - FRV propose to add after 'diesel fuelled " *and in the case of Secondees to CFA, CFA radios*".

243 PE Tech - Wage rates and backpay - FRV awaits instruction from Government as to a response.

243.3.5 PE Tech Bonus - FRV proposes to replace 24.3.5 Log with "*A bonus payment previously applied to protective equipment employees in the predecessor Enterprise Agreement. From the commencement date of this Agreement, the bonus payment no longer applies, and 'current' wage rates set out in 243.1 and 243.2 have each been increased by \$350 per annum, from commencement date, in lieu of the bonus payment.*"

254.1 Wages and backpay - FRV awaits instruction from Government as to a response.

Div 4 FSO's - FRV rejects the Log. FRV does not agree to FSO's being brought under the Operations EA.

Schedule 1 - FRV has reviewed the proposed Schedule and has identified some matters it proposes be the subject of further discussion with UFU. Note also that FRV awaits instruction from Government as to funding.

Schedules 4, 16 and 28 - FRV proposes that the Allowances be adjusted by a figure yet to be determined during the life of the EA in a form similar to the attached (Attach FRV proposed Schedules providing for indexed adjustments

each year). Note that for such adjustment of Allowances, FRV awaits instruction from Government as to a response. In relation to the UFU proposal to insert ATO rates, FRV is yet to review this.

Schedule 8 - Rank Alignment - FRV awaits instruction from Government as to a response and FRV notes Rank Alignment numbers to be reviewed.

Schedule 11 - Secondment Agreement – Signed version to be inserted.

Div 3 Commander ACFO Staffing Charts - missing Schedule No. and FRV has reviewed the proposed Schedule and has indentified some matters it proposes be the subject of further discussion with UFU. Note also that FRV awaits instruction from Government as to funding.

Schedule 36 CSTO - Wages and backpay - FRV awaits instruction from Government as to a response and FRV notes Rank Alignment numbers to be reviewed. FRV proposes addition of CTSO level 4 as per separate discussions between FRV and UFU.

END.

**Fire Rescue Victoria,  
United Firefighters Union  
Operational  
Staff Agreement 2022**

[ALL HIGHLIGHT IN GREEN DENOTES AGREEMENT BETWEEN BARGAINING REPRESENTATIVES OF UFU & FRV]

[ALL HIGHLIGHT IN YELLOW DENOTES OUTSTANDING CLAUSE]

**DIVISION 1 – CONDITIONS APPLYING TO ALL EMPLOYEES**

**PART A - CONDITIONS APPLYING TO ALL EMPLOYEES**

**A1 - APPLICATION, OPERATION AND STRUCTURE**

**1. TITLE**

This Agreement will be known as Fire Rescue Victoria, United Firefighters Union of Australia Operational Staff Agreement 2022.

**2. ARRANGEMENT**

**DIVISION 1 – CONDITIONS APPLYING TO ALL EMPLOYEES . . . . . 1**

**PART A -CONDITIONS APPLYING TO ALL EMPLOYEES . . . . . 1**

A1 – APPLICATION, OPERATION AND STRUCTURE . . . . . 1

<b>1. TITLE</b> .....	1
2. ARRANGEMENT .....	1
<b>3. OBJECTIVES</b> .....	7
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**3. OBJECTIVES**

3.1 The broad objective of this Agreement is to implement initiatives aimed at meeting the challenges facing Fire Rescue Victoria (FRV), and to maintain a highly skilled and motivated workforce, which ensures the provision of a professional fire service delivering high quality service to the community.

3.2 The objectives of this Agreement are to develop a harmonious relationship between the parties and between FRV and employees including:

3.2.1 establishment of more varied and fulfilling jobs for employees, including agreed wage outcomes

3.2.2 enhanced job security for current and future employees

3.2.3 providing clarity and certainty to employees of the changes to work practices expected for the life of the Agreement

3.2.4 agreed processes and principles to continue to adapt to a varying response climate

3.2.5 A joint approach on "productivity policies" that embrace the drivers and enablers of performance and are consistently applied.

3.2.6 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:

3.2.6.1 increasing requirement for innovation

3.2.6.2 accelerating adoption of technology

3.2.6.3 management of risk

3.2.6.4 motivation of a diverse workforce

3.2.6.5 working conditions as a work value differentiator

3.2.7 provision of a healthy and safe working environment, with due regard to the safety of employees and the public

3.2.8 respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination

3.2.9 resources and working arrangements to enable FRV to meet new and changing local service delivery requirements,

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

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

3.4 Nothing in this clause is taken to affect;

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

3.4.2 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.

3.4.3 The exemptions in the Act.

#### **4. PERIOD OF OPERATION**

4.1 This Agreement shall come into force 7 days after the date it is approved and the nominal expiry date will be 3 years from the date of approval. The parties agree that this Agreement shall remain in force until replaced by a new agreement.

4.2 FRV shall bargain collectively in relation to the replacement, renewal, extension or variation of this Agreement.

## 5. RENEGOTIATION

5.1 FRV shall commence negotiations on a new agreement nine months prior to the nominal expiry date of this Agreement.

5.2 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 Fire Rescue Victoria (FRV) and any successor, assignee or transferee of all or part of FRV's business, or activities, (whether or not that successor, assignee or transferee 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 FRV 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 FRV undertaking any of the work or duties performed by employees referred to in sub-clause 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

7.1 This Agreement consists of Divisions 1, 2 and 3 and 4 and Schedules 1 through to 41 inclusive.

7.2 Division 1 consists of 3 Parts and Schedules 1 to 15 of this Agreement as follows:

7.2.1 Part A Conditions applying to all Employees - applies to all employees covered by this Agreement.

7.2.2 Part B Conditions applying to Division 2 Recruit Firefighter through Division 2 ACFO and Division 3 Recruit Firefighter through Division 3 ACFO and Division 3 Instructors and Division 3 MCS applies to all employees employed as Division 2 Recruit Firefighter through Division 2 ACFO and Division 3 Recruit Firefighter through Division 3 ACFO and Division 3 Instructors and Division 3 MCS.

7.2.3 Part C Conditions applying to all Division 2 Fire Services Communications Controllers and Division 3 Fire Services Communications Controllers (including Division 2 and Division 3 Senior FSCCs) – applies to employees referred to in clause 139.

7.3 **Division 2 and Schedules 16 to 26** of this Agreement are conditions applying to Division 2 Employees as follows:

7.3.1 Part A Conditions applying to all Division 2 Firefighters - applies to all employees covered by Division 2.

7.3.2 Part B Conditions applying to Division 2 Recruit Firefighters through to Division 2 ACFO's - applies to employees referred to in clause 164.

7.3.3 Part C Conditions applying to Division 2 Commanders and Division 2 ACFO's – applies to employees referred to in clause 181.

7.4 **Division 3 and Schedules 27 to 41** of this Agreement are conditions applying to Division 3 Employees as follows:

7.4.1 Part A Conditions applying to all Division 3 Employees - applies to all employees covered by Division 3.

7.4.2 Part B Conditions applying to Division 3 Recruit Firefighter to Division 3 ACFO and Division 3 Instructors and Division 3 MCS - applies to employees referred to in clause 201.

7.4.3 Part C Additional Conditions Applying to Division 3 Commanders and Division 3 ACFO's, and the Division 3 MCS Classification–applies to employees referred to in clause 219.

7.4.4 Part D Division 3 Communications Department - applies to employees referred to in clause 231.

7.4.5 Part E Division 3 Protective Equipment Department - applies to employees referred to in clause 242

7.4.6 Part F Conditions applying to Division 3 Practical Area Drill Department - applies to employees referred to in clause 253.

7.5 **Division 4** of this Agreement are conditions applying to Fire Safety Officers who have transferred from the CFA to FRV pursuant to s 103 of the FRV Act.

7.6 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 where Division 2 or Division 3 FSCC's have more than one applicable amenities clause, all of which apply. However, where there is an inconsistency between the general provision in Division 1 and a relevant provision in Division 2 or 3 then the specific provision in Division 2 or 3 applies to the extent of the inconsistency and likewise where inconsistencies arise within a Division, the specific provision shall apply to the extent of the inconsistency.

7.7 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.

7.8 In interpreting this Agreement a construction that advances the objectives of this Agreement shall be preferred.

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

7.9.1 Fire Rescue Victoria Act 1958 (**FRV Act**)

7.9.2 Occupational Health and Safety Act 2004

7.9.3 Public Administration Act 2004

7.9.4 Gas Safety Act 1997

7.9.5 Electrical Safety Act 1998

7.9.6 Public Sector Management and Employment Act 1998

7.9.7 Emergency Management Act 2013

## **8. RELATIONSHIP TO PREVIOUS AGREEMENTS**



8.1 This Agreement supersedes all the provisions in the:

8.1.1 Fire Rescue Victoria Operational Employees Interim Enterprise Agreement 2020;

8.1.2 UFU/MFESB Operational Staff Agreement 2016;

8.1.3 Country Fire Authority/United Firefighters Union Operational Staff Enterprise Agreement 2010; and

8.1.4 Country Fire Authority/United Firefighters Union of Australia Managers Community Safety Agreement 2005 (as varied 2009).

8.2 This Agreement also supersedes the *Country Fire Authority Professional, Technical and Administrative Agreement* (as varied by the orders of Gostencnik DP of 24 August 2020) in relation to Fire Safety Officers and Fire Safety Coordinators covered by Division 4 of this Agreement only.

## 9. OBLIGATIONS

9.1 Obligations on Fire Rescue Victoria

9.1.1 If a term or condition of this Agreement confers an entitlement or benefit on an employee, FRV 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 FRV with respect to an employee, FRV 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, FRV will permit that act or thing to be done.

9.2 In addition to any other obligations, FRV acknowledges the obligations to make reasonable accommodation for employees with parental or carer responsibilities and to make reasonable adjustments for employees with disabilities. However FRV has determined and the parties have reached agreement that FRV's operational requirements mean generally that on-shift employees should be employed on a full-time basis. FRV 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.

9.3 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 FRV in accordance with that section. However, FRV has determined and the parties have reached agreement that FRV's operational requirements mean generally that on-shift employees should be employed on a full-time basis. As required by the Act, FRV 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 subclause applies to the following clauses and schedules for Division 2 Employees: 145.1, 156.3, 159.1, 160, 167.1, 180.1, 182.1, 183, SCHEDULE 3 - Internal Secondment of Operational Staff Program and SCHEDULE 12 - FRV Emergency Response Training Framework despite any inconsistent terms therein. Without limiting the foregoing, this sub-clause applies to the following clauses and schedules for Division 3 Employees: 191.3, 196.1, 197, 204.1, 209.1, 218.1.1, 220.1, 221, 236.1, 239, 246.1, 259.1, 145.1, SCHEDULE 3 - Internal Secondment of Operational Staff Program, SCHEDULE 28 - District Based Relievers and SCHEDULE 12 - FRV Emergency Response Training Framework, despite any inconsistent terms herein.

## 10. VARIATION OF AGREEMENT

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

## 11. DEFINITIONS

11.1 **Accident Compensation Act 1985** means the *Accident Compensation Act 1985* and Regulations as amended from time to time, or any successor to that Act.

11.2 **Act** means the *Fair Work Act 2009* as amended from time to time, or any successor to that Act.

11.3 **Appointed station** means the FRV fire station to which a Division 3 Firefighter or Division 3 Station Officer is appointed.

11.4 **CFA** means the Country Fire Authority, constituted under *Country Fire Authority Act 1958 (Vic) (No 6228)*.

**11.5 Country Area of Victoria** means the area as defined by s 3(1) of the *Country Fire Authority Act 1958* (Vic).

**11.6 Co-located work locations** are locations where professional/career firefighters are co-located with employees or other persons of another government agency.

**11.7 Continuous Service** means service during an unbroken period of employment and includes:

**11.7.1** any period of leave or absence provided for in this Agreement or agreed to by the parties to this Agreement; and

**11.7.2** service under an unbroken contract of employment with the CFA or MFB including where the employee transferred from the MFB or CFA in accordance with the *Fire Rescue Victoria Act 1958* (Vic).

**11.8 Division 2 Firefighter or Division 2 Employee** means a paid employee of the FRV in one of the classifications in Division 2 of this Agreement who has been appointed in accordance with this Agreement including clause 156.3 in Division 2.

**11.9 Division 2 Operational stream of firefighting** means the stream of consecutive ranks from Division 2 Recruit through to Division 2 ACFO as referred to in clauses 156.2.1 to 156.2.12 in Division 2 and not including the ranks in clauses 156.2.10 and 156.2.11 in Division 2.

**11.10 Division 2 recruit firefighter training course** is the FRV delivered recruit training course referred to in SCHEDULE 12 - FRV Emergency Response Training Framework and in which training occurs in the units referred to as the Division 2 Firefighter Level 1 (Recruit) units in table 1 and the recruit course level FRV specific requirements from table 3 and table 4 or:

(a) the Victorian Recruit Firefighter Course as agreed between the parties in accordance with clause 85 – Victorian Firefighter Recruit Course; or

(b) the recruit training course previously delivered by the MFB.

**11.11 Division 2 Firefighter Level 1 units** are the level 1 units in tables 1 and 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 2 Firefighter Level 1 level FRV specific requirements from table 3 and table 4.

**11.12 Division 2 Firefighter Level 2 units** are the level 2 units in table 1 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 2 Firefighter Level 2 level FRV specific requirements from table 3 and table 4.

**11.13 Division 2 Firefighter Level 3 units** are the level 3 units in table 1 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 2 Firefighter Level 3 level FRV specific requirements from table 3 and table 4.

**11.14 Division 2 Qualified Firefighter units** are the Division 2 Qualified Firefighter units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 2 Leading Firefighter level FRV specific requirements from table 3 and table 4.

**11.15 Division 2 Leading Firefighter units** are the Division 2 Leading Firefighter units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 2 Leading Firefighter level FRV specific requirements from table 3 and table 4.

**11.16 Division 2 Command and Control units** are the command and control units of the Division 2 Leading Firefighter units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 2 Leading Firefighter Level 1 level FRV specific requirements from table 3 and table 4.

**11.17 Division 2 Station Officer units** are the Division 2 Station Officer units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 2 Station Officer Level FRV specific requirements from table 3 and table 4.

**11.18 Division 2 Senior Station Officer units** are the Division 2 Senior Station Officer units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 2 Senior Station Officer Level FRV specific requirements from table 3 and table 4.

**11.19 Division 2 Commander units** are the Division 2 Commander units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 2 Commander Level FRV specific requirements from table 3 and table 4.

11.20 **Division 2 ACFO units** are as follows: BSBFIM801 Manage Financial Resources, BSBPMG606 Direct Human Resources Management of a Project Program, BSBINM601 Manage Knowledge and Information, BSBINN801 Lead Innovative Thinking and Practice and BSBMGT608 Manage Innovation and Continuous Improvement, or like units that will provide a pathway to obtaining a Graduate Qualification as agreed via Clause 18 – Consultation.

11.21 **Division 2 FSCC units** are the Division 2 Senior Station Officer units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Senior Station Officer Level FRV specific requirements from table 3 and table 4 and PUAECO009A, PUAECO010A, PUACOM003B, BSBCON401A, BSBOHS405B and PUAECO011A, delivered under FRV delivery methodology and course structure agreed between the parties.

11.22 **Division 3 Employee** means an employee of FRV who is employed in one of the classifications in Division 3.

11.23 **Division 3 Firefighter** means an employee of FRV in one of the **classifications** in Division 3 from Division 3 Recruit to Division 3 ACFO of this Agreement who has been appointed in accordance with this Agreement including clause 191.3 in Division 3.

11.24 **Division 3 Operational stream of firefighting** means the stream of **consecutive** ranks from Division 3 Recruit through to Division 3 ACFO as referred to in clauses 191.2.1 to 191.2.11 in Division 3. In addition, it includes employees employed as a Division 3 Instructors or Division 3 senior professional instructors who have completed a Division 3 or Division 2 recruit firefighter training course and either a Division 3 or Division 2 Leading Firefighter and/or a Division 3 or Division 2 Station Officer assessment.

11.25 **Division 3 recruit firefighter training course** is a FRV delivered recruit training course referred to in SCHEDULE 12 - FRV Emergency Response Training Framework and in which training occurs in the units referred to as the Division 3 Firefighter Level 1 (Recruit) units in table 1 and the recruit course level FRV specific requirements from tables 3 and 4 or:

- (a) the Victorian Recruit Firefighter Course as agreed between the parties in accordance with clause 85 – Victorian Firefighter Recruit Course; or

(b) the recruit training course previously delivered by the CFA.

11.26 **Division 3 Firefighter Level 1 units** are the level 1 units in tables 1 and 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 3 Firefighter Level 1 level FRV specific requirements from tables 3 and 4.

11.27 **Division 3 Firefighter Level 2 units** are the level 2 units in table 1 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 3 Firefighter Level 2 level FRV specific requirements from tables 3 and 4.

11.28 **Division 3 Firefighter Level 3 units** are the level 3 units in table 1 of SCHEDULE 12 - FRV Emergency Response Training Framework –with the inclusion of the Division 3 Firefighter Level 3 level FRV specific requirements from tables 3 and 4.

11.29 **Division 3 Qualified Firefighter units** are the Division 3 Qualified Firefighter units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 3 Leading Firefighter level FRV specific requirements from tables 3 and 4.

11.30 **Division 3 Leading Firefighter units** are the Division 3 Leading Firefighter units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 3 Leading Firefighter level FRV specific requirements from tables 3 and 4.

11.31 **Division 3 Command and Control units** are the command and control units of the Division 3 Leading Firefighter units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 3 Leading Firefighter Level 1 level FRV specific requirements from tables 3 and 4.

11.32 **Division 3 Station Officer units** are the Division 3 Station Officer units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 3 Station Officer Level FRV specific requirements from tables 3 and 4.

11.33 **Division 3 Senior Station Officer units** are the Division 3 Senior Station Officer units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 3 Senior Station Officer Level FRV specific requirements from tables 3 and 4.

**11.34 Division 3 Commander units** are the Division 3 Commander units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 3 Commander Level FRV specific requirements from tables 3 and 4.

**11.35 Division 3 ACFO (former OM) units** are as follows: BSBFIM801 Manage Financial Resources, BSBPMG606 Direct Human Resources Management of a Project Program, BSBINM601 Manage Knowledge and Information, BSBINN801 Lead Innovative Thinking and Practice and BSBMGT608 Manage Innovation and Continuous Improvement, or like units that will provide a pathway to obtaining a Graduate Qualification as agreed via Clause 18 – Consultation.

**11.36 Division 3 FSCC units** are the Division 3 Senior Station Officer units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 3 Senior Station Officer Level FRV specific requirements from tables 3 and 4 and PUAECO009A, PUAECO010A, PUACOM003B, BSBCON401A, BSBOHS405B and PUAECO011A, delivered under FRV delivery methodology and course structure agreed between the parties.

**11.37 Duty Station/Work Location** means the station/workplace at which an employee is carrying out his/ her normal duties, whether the Appointed Station or not.

**11.38 Emergency Management Act 2013** means the Emergency Management Act 2013 and Regulations as amended from time to time, or any successor to that Act.

**11.39 Employee** means an employee to whom this Agreement applies (unless the context otherwise requires).

**11.40 Employer** means the Fire Rescue Victoria.

**11.41 Establishment Date** means the date upon which FRV commenced operation, being 1 July 2020.

**11.42 Fire District Review Panel** means the Panel established pursuant to section 4A of the FRV Act.

**11.43 Fire Rescue Victoria Fire District** means the district specified in section 4 of the FRV Act.

11.44 **FRV** means Fire Rescue Victoria, constituted under the *Firefighters' Presumptive Rights Compensation and Fire Services Legislation Amendment (Reform) Act 2019* (Vic).

11.45 **FWC** means the Fair Work Commission.

11.46 **Metropolitan Fire District** means the district as defined in section 4 of the *Metropolitan Fire Brigades Act 1958* (Vic) immediately before the Establishment Date.

11.47 **MFB** means the Metropolitan Fire and Emergency Services Board as was established and previously operated under the *Metropolitan Fire Brigades Act 1958* (Vic).

11.48 **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.

11.49 **Officer in Charge** means an operational staff member from the rank of Leading Firefighter and above, appointed as a position of authority of a particular station, platoon, crew, district or line manager/function in accordance with the classification structure and staffing charts.

11.50 **Operations Officer** is a former CFA rank title and where this Agreement refers to such title, it is to be substituted as reading Division 3 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 13.

11.51 **Professional / career Firefighter** means a Division 2 Firefighter or a Division 3 Firefighter.

11.52 **Seconded Position** means a position or role filled by an FRV employee providing operational and management support including administrative, training, community safety, fire safety support and other duties to third parties pursuant to an arrangement between FRV and:

11.52.1 the CFA under a Secondment Agreement; or



11.52.2 other Victorian Government agencies as may be agreed by the parties in accordance with Clause 18– Consultation or otherwise as provided by this Agreement.

11.53 **Union or UFU** means the United Firefighters Union of Australia.

11.54 **Workplace Injury Rehabilitation and Compensation Act 2013** means the *Workplace Injury Rehabilitation and Compensation Act 2013* and Regulations as amended from time to time, or any successor to that Act.

## 12. ALIGNMENT

### 12.1 Operational Stream of Firefighting Alignment

12.1.1. An aligned classification structure exists for Division 2 Employees and Division 3 Employees with classifications of Recruit Firefighter to Assistant Chief Fire Officer. The parties have been unable to agree to the common training and competencies and position descriptions for these classifications during bargaining for this Agreement. Therefore, the parties agree to meet and negotiate the alignment of training and competencies and the position descriptions. Such meeting will occur no later than within 3 months of this Agreement coming into operation. If the parties reach agreement under clause 12.1.1, FRV may make an application to the FWC to vary this Agreement in accordance with the agreed outcome within two months of reaching agreement.

12.1.2. If the parties are unable to reach agreement under clause 12.1.1, either party may refer this matter to the FWC for conciliation and arbitration.

12.1.3. If the FWC makes a determination under this clause, FRV may make an application to the FWC to vary this Agreement in accordance with that determination within two months of the making of the determination.

12.1.4. Any agreement reached or determination made under this clause must ensure there is no disadvantage or reduction to individual operational personnel, diminution or reduction to individual employee's remuneration, terms and conditions of employment, roles, position, classification descriptions or competencies, unless otherwise agreed by the parties.

12.1.5. In the event that an agreement is reached under clause 12.1.1, or the FWC makes a determination under this clause, the Parties agree that the terms of the agreement or determination are matters pertaining to the employment relationship and the Parties intend that those terms may be enforced

pursuant to clause 24 – Dispute Resolution, whether or not this Agreement is varied to reflect that agreement or determination.

## **12.2 Alignment of Terms and Conditions**

- 12.2.1. The parties agree to meet and negotiate the alignment of terms and conditions for all professional / career firefighter classifications covered by this Agreement. Such meeting will occur no later than within 3 months of this Agreement coming into operation.
- 12.2.2. The purpose of this subclause is to facilitate the clear objective and agreement of the parties to harmonise and align all the terms and conditions of employment presently set out in Divisions 2 and 3 of the Agreement, including Schedules, for each of the professional/career classifications, during the life of this Agreement, and as soon as is practicable. Given the importance of the harmonisation process, in the event that the parties consider that this is not progressing in a timely manner, the parties agree to refer the matter to the Fair Work Commission in accordance with his clause or other agreed process.
- 12.2.3. If the parties reach agreement under clause 12.2.1, FRV may make an application to the FWC to vary this Agreement in accordance with the agreed outcome within two months of reaching agreement.
- 12.2.4. If the parties are unable to reach agreement under clause 12.2.1, either party may refer this matter to the FWC for conciliation and arbitration.
- 12.2.5. If the FWC makes a determination under this clause, FRV 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.
- 12.2.6. Any agreement reached or determination made under this clause must ensure there is no disadvantage or reduction to individual operational personnel, diminution or reduction to individual employee's remuneration, terms and conditions of employment, roles, position, classification descriptions or competencies, unless otherwise agreed by the parties.
- 12.2.7. In the event that an agreement is reached under clause 12.2.1, or the FWC makes a determination under this clause, the Parties agree that the terms of the agreement or determination are matters pertaining to the employment relationship and the Parties intend that those terms may be enforced pursuant to clause 24 – Dispute Resolution, whether or not this Agreement is varied to reflect that agreement or determination.

### 12.3 Harmonisation of other classifications

12.3.1. The parties acknowledge that Fire Rescue Victoria commenced on 1 July 2020 and that the establishment of FRV resulted in the following personnel transferring to FRV from:

12.3.1.1 the former CFA Communications Department (who are covered by this Agreement) and the former MFB ICS Department (who are covered by the Fire Rescue Victoria (former MFB) Corporate & Technical Agreement Employees Agreement 2017); and

12.3.1.2 the former CFA Protective Equipment Department (who are covered by this Agreement) and the former MFB Breathing Apparatus Department operational personnel (who are covered by this Agreement).

12.3.2. It is the intention of the Parties that, during the life of this Agreement, and in accordance with this subclause, harmonisation of the terms and conditions and work procedures as much as practicable will occur:

12.3.2.1 between the former CFA CTSO's and former MFB ICS personnel;  
and

12.3.2.2 between the former CFA PE Technicians and former MFB BA Department operational personnel.

12.3.3. If the parties reach agreement under clause 12.3.2, FRV may make an application to the FWC to vary this Agreement in accordance with the agreed outcome within two months of reaching agreement.

12.3.4. If the parties are unable to reach agreement under clause 12.3.2, either party may refer this matter to the FWC for conciliation and arbitration.

12.3.5. If the FWC makes a determination under this clause, FRV may make an application to the FWC to vary this Agreement in accordance with that determination within two months of the making of the determination.

12.3.6. Any agreement reached or determination made under this clause must ensure there is no disadvantage or reduction to individual personnel, diminution or reduction to individual employee's remuneration, terms and conditions of employment, roles, position, classification descriptions or competencies, unless otherwise agreed by the parties.

12.3.7. In the event that an agreement is reached under clause 12.3.2, or the FWC makes a determination under this clause, the Parties agree that the terms of the agreement or determination are matters pertaining to the employment relationship and the Parties intend that those terms may be enforced pursuant

to clause 24 – Dispute Resolution, whether or not this Agreement is varied to reflect that agreement or determination.

12.3.8. The Parties have also agreed to explore other opportunities for harmonisation within Fire Rescue Victoria to facilitate enhanced service delivery to the Victorian community with the avoidance of duplication across FRV Departments.

### **13. SENIOR OPERATIONAL PERSONNEL RANK ALIGNMENT**

13.1 The parties wish to create a common rank structure for Division 2 senior operational personnel (former MFB) and Division 3 senior operational personnel (former CFA). In accordance with the provisions of the FRV Operational Employees Interim Enterprise Agreement 2020, UFU/MFESB Operational Staff Agreement 2016 and Country Fire Authority/United Firefighters Union Operational Staff Agreement 2016, the parties previously met and negotiated on the aligned rank structures between the MFB and CFA (including, but not limited to a plan to manage the transition to any agreed new rank structure).

13.2 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 (now referred to as Deputy Commissioner in the FRV).

13.3 The parties agree that the matter of senior operational personnel rank alignment is partly resolved and that such part resolution includes transition to and alignment of weekly wage rate. The alignment of weekly wage rate is reflected within SCHEDULE 8 - SENIOR OPERATIONAL PERSONNEL RANK ALIGNMENT.

13.4 The parties agree to meet and negotiate on the matters required to finalise creation of a common classification structure and other outstanding rank alignment matters identified by the parties, including but not limited to Annual Leave and Position Descriptions, for Division 2 senior operational personnel (former MFB) and Division 3 senior operational personnel (former CFA). Such meeting will occur no later than within 3 months of this Agreement coming into operation.

13.5 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 Divisions;

- b) A minimum of two classifications between Senior Station Officer and Deputy Commissioner should be maintained in any new rank structure;
- c) Each classification should be clearly defined in a common rank structure between the classifications set out in Division 2 (including the classifications of the former MFB) and set out in Division 3 (including the classifications of the former CFA) of this Agreement, 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 classification 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 classification relative to any previous classification should be maintained to the extent possible;
- j) The importance of operational competencies to these operational roles should be emphasised;
- k) Division 2 and Division 3 classifications should be aligned.

13.6 If the parties reach agreement under clause 13.1, 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.

13.7 If the parties are unable to reach agreement under clause 13.1, either party may refer this matter to the FWC for conciliation and arbitration.

13.8 The parties should take into account the principles outlined in clause 13.5 in making submissions to the FWC for the purposes of any conciliation and arbitration proceedings.

13.9 The FWC should consider the principles set out in clause 13.5 in conducting any conciliation or making any determination.

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

13.11 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;
- 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.

## **14. SECURITY AND SAFETY OF WORK AND CLASSIFICATIONS**

### **14.1. Appointment of contractors**

14.1.1. FRV 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.

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

14.1.3. 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.

14.1.4. For the purpose of the consultation, FRV 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).

14.1.5. FRV 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 FRV in the performance of their work; and
- (d) inductions and facilities for employees of the contractor(s).

14.1.6. No employee shall be made redundant whilst contractors and/or employees of contractors, engaged by FRV, are performing work that is, that can be or has been performed by the Employees.

14.1.7. Any of FRV's employees may appoint the UFU or its officers as their representative for the purposes of this clause.

14.1.8. 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.

14.1.9. The parties 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,

FRV shall immediately require the contractor to cease the performance of the work giving rise to that adverse impact.

14.1.10. 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 FRV and the UFU.

14.1.11. FRV shall undertake consultation in accordance with Clause 18 – Consultation in respect of any proposal for:

- (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; or
  - (ii) that are capable of performance by Employees to whom this Agreement applies.

## **15. SUPPORT TO OTHER AGENCIES**

### **15.1. OPERATIONAL AND MANAGEMENT SUPPORT TO THE CFA**

15.1.1. The parties recognise and acknowledge that:

15.1.1.1. Pursuant to s 7(1)(bb) of the FRV Act, the functions of FRV include the provision of operational and management support to the CFA;

15.1.1.2. Operational and management support includes administrative, training, community safety and fire safety support and other support;

15.1.1.3. FRV may enter into an agreement or arrangement with the CFA under which officers or employees, or classes of officers or employees of FRV are made available on a full-time basis and where agreed between FRV and UFU, on a part-time or other basis to the CFA (Secondees); and

15.1.1.4. FRV and the CFA may also enter into a Service Level Deed by which FRV agrees to provide operational and management support to the CFA

15.1.2. FRV will only provide operational and management support of a kind referred to in clause 15.1.1 of this Agreement to the CFA in a manner that is consistent with this Agreement and in accordance with

15.1.2.1. the Service Level Deed attached at SCHEDULE 10 - of Division 1; or

15.1.2.2. the Secondment Agreement attached as SCHEDULE 11 - of Division 1.

15.2. Where there is any inconsistency between this clause and the Service Level Deed and/or the Secondment Agreement, then this clause will prevail.



15.3. The Service Level Deed attached at SCHEDULE 10 - and the Secondment Agreement attached as SCHEDULE 11 - may only be varied or departed from where there is agreement between FRV and the UFU. Any variation to either Service Level Deed or Secondment Agreement document will be agreed under clause 18 - Consultation. The parties agree the terms of the Service Level Deed and Secondment Agreement are matters pertaining to the employment relationship and the Parties intend that those terms may be enforced pursuant to clause 24 - Dispute Resolution.

**15.4. Selection of Employees to be seconded to the CFA**

15.4.1. Where, after the commencement of this Agreement, FRV propose appointing an Employee to fill a position or role within the CFA providing operational or management support to CFA under a Secondment Agreement (Secondment Position), the following process shall apply:

- a) FRV shall advertise for an application or Expression of Interest, which will include the relevant details of the Secondment Position, including the key appointment criteria, in the same manner that a position within FRV is advertised or posted for Expression of Interest;
- b) FRV shall conduct a selection process to select a suitable candidate for the Secondment Position who:
  - i. holds the same or equivalent classification as that of the Secondment Position; and
    1. for Division 2 Employees, have completed the minimum periods of service and have all qualifications and competencies for their substantive classification as are referred to in clause 156.3; or
    2. for Division 3 Employees, have completed the minimum periods of service and have all qualifications and competencies for their substantive classification as are referred to in clause 191.3.
- c) FRV will provide notice of the selected candidate for appointment to the Secondment Position to Chief Officer of the CFA.
- d) In the event of a request by the Chief Officer of the CFA for a review of any FRV proposed appointment, FRV will undertake a review and, in the event it is established that the key appointment criteria is not met, FRV shall repeat the process in sub-clauses 15.4.1(a) and 15.4.1(b). FRV will, in undertaking such review, apply the principles for selection for appointment and in accordance with this Agreement.
- e) In the event that the Chief Officer of the CFA requests that FRV to conduct a further external selection process, FRV will advertise that role to Employees three times. If there are no applicants, FRV will then bring this matter to the Consultative Committee under clause 18 - Consultation to discuss options for filling the position.
- f) FRV shall not conduct any external selection process prior to the finalisation of the process described above in sub-clause (e).
- g) The appointment of any external applicant following a request from the Chief Officer of the CFA for a further external selection process must comply with the external lateral entry provisions in clause 54 of this Agreement.

**15.5. Terms and conditions of employment for Secondees**

15.5.1. Any Secondee shall remain employed solely by FRV at all times.

15.5.2. During the period of the appointment to a Secondment Position the Employee will receive all applicable terms and conditions as provided for by this Agreement.

15.5.3. Where an Employee is appointed to a Secondment Position, FRV will issue the Employee with a letter of appointment confirming the position title, classification, date of commencement, term and appointed work location.

15.5.4. An appointment to a Secondment Position in the CFA which is at the classification of Commander or ACFO, shall be:

15.5.4.1. for a maximum period of 3 years, which can be extended by agreement with the Employee, or

15.5.4.2. for a shorter period for specific project work or relief work.

15.5.5. The Parties agree that some locations/positions may require Employees to be seconded for a longer period than referred to in clause 15.5.4, to avoid unreasonable disruption to the Employee and their family. Any such location/position will be agreed on a case by case basis through clause 18 - Consultation.

15.5.6. In the event the personal circumstances of the Employee are such that it is fair and reasonable for the Employee to request to be returned to FRV from a Secondment Position, the Employee will be required to make this request in writing and the request will be considered in accordance with clause 18 - Consultation. The Employee will be required to demonstrate the reasons for such request. Where the request has been approved through clause 18 - Consultation, FRV will make arrangements for this to occur within 4 weeks of such request being made.

15.5.7. FRV shall not disadvantage any Secondee in their terms and conditions of employment by reason of their Secondment to the CFA.

15.5.8. An Employee, during the period of appointment to a Secondment Position, can apply for any of the following:

15.5.8.1. appointment to other positions advertised;

15.5.8.2. higher duties opportunities, or

15.5.8.3. positions posted for expression of interest by FRV

on the same terms as any other Employee.

15.5.9. The wages and other costs associated with the employment or engagement of Secondees, shall be borne by FRV.

15.5.10. Secondees shall wear an FRV uniform while performing their duties in a Secondment Position.

15.5.11. Secondees shall have an appointed work location for the duration of their Secondment.

15.5.12. FRV shall ensure that the CFA provides Secondees with security clearance for, and full use of CFA infrastructure, equipment and resources as is required to perform their Secondment Position, including but not limited to:

a) Training grounds and other facilities at which training is provided;

b) District Headquarters;

c) District and Regional Offices;

d) Control Centres, including ICCs DCCs and other emergency centres not necessarily managed by CFA but utilised by CFA;

- e) Other CFA premises;
- f) All necessary security equipment and clearance to facilities at which they may attend in the course of their duty;
- g) All electronic and other equipment and technical systems authorisation to enable physical entry to relevant facilities at which they must attend in the course of their duty;
- h) Soft resources and building facilities including desks/furniture, stationary, access to printers/photocopiers;
- i) Information technology systems, networks and hardware; and
- j) Communication equipment including telephones, teleconference and video conferencing equipment and radio infrastructure

15.5.13. FRV shall ensure that the CFA provides infrastructure at work locations at which Secondees are based that meets the agreed requirements contained in the Infrastructure Design Agreements.

15.5.14. Secondees have the right to be released from duty for the purpose of attending promotional programs, conferences or training provided by FRV subject to four (4) weeks notice, or as otherwise agreed.

15.5.15. Any Secondee who has representative duties shall have their rights under this Agreement recognised, including by being released from duty from their Secondment Position to enable them to attend at Consultation, other union meetings, conferences or training, consistent with custom and practice.

## **15.6. Command and control arrangements for Secondees**

15.6.1. Secondees, during the period of secondment:

15.6.1.1. Will implement command and control arrangements at the direction of the CFA Chief Officer and will be managed in accordance with CFA Chief Officer's Standing Orders and Operational Procedures;

15.6.1.2. Will have an operational reporting line within the CFA; and

15.6.1.3. Remain subject to State Control Arrangements.

15.6.2. Ending or suspending the secondment of a Secondee

15.6.2.1. Where the CFA suspends the secondment of any FRV Employee, that Employee shall be placed in another FRV position as agreed between the Employee and the parties to this agreement. The Employee will not be stood down for the duration of the suspension unless otherwise agreed as between the parties to this agreement.

15.6.2.2. Where the CFA requests the termination of the secondment of any Employee, that Employee shall return to a role with FRV as agreed between the Employee and the parties to this agreement.

15.6.2.3. Any suspension or termination of a secondment by CFA shall not affect an Employee's employment status with FRV.

## **15.7. Arrangements for Employees seconded to CFA**

15.7.1. FRV Employees who are Commanders (or an equivalent classification) that have been seconded to the CFA at a role of Commander (or an equivalent classification), may, at the discretion of the Fire Rescue Commissioner in consultation with the Chief Officer of the CFA, act into a higher or more senior role where such a role becomes vacant and is unable to be filled by an officer or Employee of that substantive classification.

15.7.2. FRV Employees who are ACFOs (or an equivalent classification) that have been seconded to the CFA at a role of ACFO (or an equivalent classification), may, at the discretion of the Fire Rescue Commissioner in consultation with the

Chief Officer of the CFA, act into a higher or more senior role where such a role becomes vacant and is unable to be filled by an officer or Employee of that substantive classification.

## **15.8. Employees providing services to CFA**

15.8.1. Employees who provide services to the CFA in accordance with a Service Level Deed, whilst performing services for the benefit of the CFA:

- a) shall remain employed solely by FRV at all times;
- b) will work in accordance with their terms and conditions of employment; and
- c) may be required by FRV to cease providing services to the CFA at any time; and
- d) remain subject to State Control Arrangements; and
- e) will implement command and control arrangements at the direction of the Fire Rescue Commissioner, save and except for the circumstances set out in 15.8.2 below.

15.8.2. Where an FRV Employee who is a Commander Reliever provides Services to the CFA in accordance with the Service Level Deed by relieving Commanders who have been made available to the CFA in accordance with a Secondment Agreement, such an Employee shall implement command and control arrangements at the direction of the CFA Chief Officer.

## **15.9. Operational and management support identified by FRV**

15.9.1. In recognition of the legislative obligation on FRV to provide operational and management support to CFA, and to ensure adequate fire and emergency protection, FRV will ensure there are an additional 5 ACFOs seconded to the CFA to perform the role of State Duty Officer on a 10/14 basis subject to government funding being received by FRV.

15.9.2. In recognition of the legislative obligation on FRV to provide operational and management support to CFA, and to ensure an appropriate ratio and availability of Commanders seconded to CFA, FRV will ensure an additional 21 Commander Reliever positions subject to government funding being received by FRV.

15.9.3. Positions as described in clause 15.9.1 and clause 15.9.2 shall be subject to all conditions of this Agreement. Implementation of these positions shall be subject to Clause 18 – Consultation.

## **16. MEMORANDUMS OF UNDERSTANDING**

Any existing agreement, memorandum of understanding or like arrangement between FRV and another fire service or another entity that affects FRV and the response requirements of one or more employees covered by this Agreement is to be submitted to and reviewed by FRV/UFU Consultative Committee within two months of the date of this Agreement. FRV also agrees to consult and reach agreement on any proposed new memorandums of understanding with FRV/UFU Consultative Committee.

## 17. FLEXIBILITY CLAUSE

17.1. An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

17.1.1. the arrangement deals with when leave is to be taken in accordance with clause 121;

17.1.2. the arrangement meets the genuine needs of FRV and employee in relation to the matter mentioned in sub-clause 17.1.1; and

17.1.3. the arrangement is genuinely agreed to by FRV and employee.

17.2. FRV must ensure that the terms of the individual flexibility arrangement:

17.2.1. are about permitted matters under section 172 of the Act; and

17.2.2. are not unlawful terms under section 194 of the Act;

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

17.3. FRV must ensure that the individual flexibility arrangement:

17.3.1. is in writing; and

17.3.2. includes the name of FRV and employee; and

17.3.3. is signed by FRV and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

17.3.4. includes details of:

a) the terms of the Agreement that will be varied by the arrangement;  
and

b) how the arrangement will vary the effect of the terms; and

c) 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

d) states the day on which the arrangement commences.

17.4. FRV must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

17.5. FRV or employee may terminate the individual flexibility arrangement:

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

17.5.2. if FRV and employee agree in writing — at any time.

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

## A2 - CONSULTATION, CHANGE AND EXTRA CLAIMS

### 18. CONSULTATION

#### 18.1. DEFINITIONS

For the purposes of this clause:

**“Consultation”** means the full, meaningful and frank discussion of issues/proposals and the consideration of each party’s views, prior to any decision. Committees established for the purpose of implementing this Agreement or appointed under this clause constitute part of the consultative process.

**“Parties”** means FRV, UFU and employees to whom the Agreement applies.

#### 18.2. 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 18.4.

#### 18.3. COMPOSITION

18.3.1. The Committee shall comprise equal numbers of employer and employee representatives appointed by FRV and UFU respectively.

18.3.2. Representatives appointed by FRV and UFU shall include a person or persons with authority to speak and make decisions on behalf of FRV and UFU respectively.

18.3.3. UFU will normally limit participation by employees of FRV to no more than 5 on the basis that FRV will not unreasonably withhold agreement to a request by the UFU for greater number of representatives.

18.3.4. 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.

18.3.5. 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.

#### 18.4. FUNCTIONS

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

18.4.1. Consult on matters pertaining to the employment relationship of employees to whom this Agreement applies;

18.4.2. Consult where provisions in this Agreement require consultation;

18.4.3. Monitor the implementation and operation of this Agreement;

18.4.4. Consider and make recommendations and decisions regarding matters required to be the subject of consultation under this Agreement;

18.4.5. 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 FRV and the employees;

18.4.6. 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

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

#### 18.5. OPERATION

18.5.1. The Committee will operate on the basis of consensus and consensus shall be required prior to the implementation of any matter or change about which consultation is required under sub-clause 18.4.

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

- 18.5.3. The committee will program its meetings on a regular basis and communicate the outcome of meetings to employees to whom this Agreement applies.
- 18.5.4. FRV and UFU may at their own initiative require endorsement of by their constituents in relation to proposals for change.
- 18.5.5. No proposal for change arising from this Agreement shall be determined or implemented without referral to the Consultative Committee.
- 18.5.6. 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.
- 18.5.7. To avoid doubt, consultation shall occur in respect to of the matters referred to in sub-Clause 18.4 from initial onset through to implementation including but not limited to employer projects or research pertaining to the employment relationship.
- 18.5.8. Committee and sub-committee meetings will occur at times and localities which cause the least disruption to the operations of the parties.
- 18.5.9. 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.
- 18.5.10. Without in any way limiting the other terms of this Clause, FRV 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.
- 18.5.11. For the purpose of this clause “**consensus**” means unanimous agreement on an outcome supported by all members.
- 18.5.12. 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 FRV 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
- ACFO/Commander/MCS (former OO/OM Sub-Committee), or its successor as agreed between UFU and FRV

#### **18A. DISPUTE RESOLUTION OFFICER**

Any dispute regarding consultation may be dealt with in accordance with this clause in conjunction with the dispute resolution clause of this Agreement. It is the intention of FRV and UFU to minimise disputation and, as a result, have agreed on the establishment of a Dispute Resolution Officer. 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. FRV and UFU can agree to utilise the Dispute Resolution Officer for matters other than disputes regarding consultation.

18A. 1 Where there is a dispute regarding consultation, before referring the matter to the Fair Work Commission, the Fire Rescue Commissioner or the Secretary of the UFUA Victorian Branch (or their respective delegates) 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 Fire Rescue Commissioner 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.

18A. 2 The Dispute Resolution Officer, FRV 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.

18A. 3 The Dispute Resolution Officer is either an employee as agreed to between the UFU and FRV, or an independent third party as agreed between the UFU and FRV. All costs incurred by the establishment and operation of a Dispute Resolution Officer shall be carried by FRV.

## 19. INTRODUCTION OF CHANGE

Where FRV wishes to implement change in matters affecting the application or operation of the Agreement or pertaining to employment relationship in any of the workplaces covered by this Agreement, the provisions of clause 18 - Consultation 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.

## 20. LEGISLATION AND REFORM

Any proposed change arising from proposed legislative or regulatory or statutory rule 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. FRV must consult via clause 18 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 FRV may put to government in relation to such change must be consistent with the outcomes of consultation.

## 21. FIRE OPS 101

21.1. 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.

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

21.3. 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.

21.4. Fire Ops 101 will be held at the Craigieburn training facility, Victorian Emergency Management Training College (VEMTC) and for such FRV agree to make the facility available.

21.5. The timing and scheduling of Fire Ops 101 programs will be processed through the consultation processes of this Agreement.

21.6. There is a joint obligation on both FRV and the UFU to promote this course to all relevant peoples and organisations.

## **22. PRODUCTIVITY**

22.1. 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 18 and not be at the expense of maintaining a safe working environment or reducing public safety in any way.

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

22.3. To realise Fire Services Reform and the successful implementation of Fire Rescue Victoria, the parties agree to continue to work towards harmonisation of processes, etc. for employees covered by this Agreement. Such harmonisation will be implemented via Clause 12 – Alignment and Clause 18 - Consultation. The parties agree that any such agreed harmonisation will be recognised as an efficiency. The UFU reserves its rights to make application to Fair Work Commission to realise such efficiencies in accordance with clause 104.3.

## **23. TECHNOLOGICAL CHANGE**

23.1. The parties recognise the speed and diversity of changes to technology and that the best results for FRV 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 18.

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

## **24. DISPUTE RESOLUTION**

24.1. This dispute resolution process applies to:

24.1.1. all matters arising under this Agreement; and

24.1.2. all matters relating to the application of, or for which express provision is made in this Agreement; and

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

24.1.4. all matters pertaining to the relationship between FRV and UFU, whether or not express provision for any such matter is made in this Agreement; and

24.1.5. 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.

24.2. To ensure effective consultation between FRV, 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:

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

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

24.2.3. 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 FRV for consultation.

24.2.4. 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.

24.2.5. Step 4 If the matter is not settled at Step 3, the dispute shall be formally submitted in writing to the Manager Employee Relations, setting out details of the dispute and, where appropriate, with supporting documentation. The Manager Employee Relations shall convene a meeting of FRV, 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.

24.2.6. Step 5 If the matter is not settled following progression through the disputes procedure it may be referred by the union or FRV to FWC. FWC may utilise all its powers in conciliation and arbitration to settle the dispute.

24.3. 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 FRV.

24.4. 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.

24.5. A dispute may be submitted, notified or referred under this clause by the UFU, an employee or FRV.

24.6. 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 WorkSafe Victoria Inspector to attend the workplace arising from the issue resolution procedure from Clause 3 of SCHEDULE 7 - FRV/UFU Occupational Health & Safety Agreement.

24.7. 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.

24.8. Employees may choose to be represented under this clause.

24.9. Despite the language in clause 24.1, the FWC or other person must not settle a dispute relating to requests or refusals for flexible work arrangements made under section 65 of the Act.

## 25. DISPUTES PANEL

25.1. 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.

25.2. Where agreed between the UFU and FRV, 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.

25.3. The Dispute Panel will be constituted by:

25.3.1. a chairperson; and

25.3.2. two other members, one nominated by the UFU and one nominated by FRV.

25.4. The parties will agree on a chairperson within 3 months of 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.

25.5. Should the chairperson referred to in sub-clause 25.4 of this Agreement vacate the position of chairperson, the parties shall endeavour to reach agreement on a replacement chairperson.

25.6. If the parties reach agreement under sub-clause 25.4 above, the parties' nominee shall become the chairperson of the Dispute Panel under this clause.

25.7. If the parties are unable to agree on a replacement chairperson under sub-clause 25.5 above within 45 days of the chairperson vacating the position of 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 a nominee who shall become the chairperson of the Dispute Panel under this clause.

25.8. 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.

25.9. While the Dispute Panel is dealing with a dispute the status quo which existed prior to FRV 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)*.

25.10. In determining any dispute referred to it the Dispute Panel will have regard to all of the circumstances and in particular:

25.10.1. FRV's statutory obligations under the *Firefighters' Presumptive Rights Compensation and Fire Services Legislation Amendment (Reform) Act 2019* (Vic);

25.10.2. FRV's statutory obligations under the *Fire Rescue Victoria Act 1958* (Vic);

25.10.3. FRV's obligations under the *Occupational Health and Safety Act 2004* (Vic);

25.10.4. the efficient allocation of resources having regard to employee needs;

25.10.5. community safety inclusive of any review, report, determination, recommendation or advice made by the Fire District Review Panel pursuant to the *Fire Rescue Victoria Act 1958* (Vic); and

25.10.6. the terms of this clause

25.11. In determining any dispute in respect of staffing levels referred to it the Dispute Panel will also have regard to:

25.11.1. Risk Environment;

25.11.2. Workload, performance and viability of brigades;

25.11.3. State, National and International information, standards and practices;

25.11.4. The capacity of FRV to assist depending on whether the matter relates to FRV's staffing;

25.11.5. Firefighter safety;

25.11.6. the Emergency Management Manual Victoria, Part 7, Emergency Management Agency Roles; and

25.11.7. any review, report, determination, recommendation or advice made by the Fire District Review Panel pursuant to the *Fire Rescue Victoria Act 1958* (Vic).

25.12. Where the Chairperson considers that a matter before the Disputes Panel has broader implications beyond FRV, or that it involves resourcing issues beyond FRV's current allocation, then the Chairperson may invite the Emergency Management Commissioner (or delegate) or the Fire District Review Panel to attend to provide relevant information or documentation as determined relevant by the Chairperson.

25.13. Both parties agree to abide by the Dispute Panel's determinations.

25.14. For the purposes of enabling both parties to submit relevant material to the Disputes Panel, FRV shall provide the UFU with complete access to FRV documents and data required for analysis of FRV response activities.

25.15. FRV will not withhold information that could influence a decision or recommendation and where FRV becomes aware of issues that affect the performance of brigades or FRV, then FRV will notify the UFU for further discussion.

## **26. CHANGES TO THE FIRE RESCUE VICTORIA FIRE DISTRICT**

26.1. In the event that the Fire Rescue Victoria fire district is changed to include any additional land, river or waterway, the parties agree to consult in accordance with Clause 18 – Consultation with a view to updating this Agreement with respect to associated increases in:

26.1.1. Resources;

26.1.2. Staffing;

26.1.3. Equipment;

26.1.4. Infrastructure and/or

26.1.5. the Districts and Regions as identified in SCHEDULE 2 - FRV Districts & Regions.

26.2. The obligations under this clause are in addition to matters dealt with under clause 25 – Disputes Panel.

## **27. NATURAL JUSTICE AND PROCEDURAL FAIRNESS AND GOOD FAITH**

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

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

## **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 FRV 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 FRV employee travels to a meeting on days when the person is not on duty or as otherwise provided for in sub-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 FRV 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 FRV. 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 sub-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 FRV 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. COMMUNITY SUPPORT FACILITATORS**

29.1. FRV agrees that CSFs and the CSF classification was abolished by the CFA, the former employer of Division 3 employees covered by this Agreement, and will not be replaced by CSFs or person(s) engaged in any similar classification or position howsoever named.

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

29.3. FRV shall not pursue any claims in relation to CSF's or any alternative classification performing similar duties not provided for in this Agreement.

## **30. BRIGADE ADMINISTRATIVE SUPPORT PROGRAMS/OFFICERS**

30.1. The UFU and FRV acknowledge the historical impact of Brigade Administrative Support Programs/Officers on professional career firefighters and operational personnel covered by this Agreement. Given the agreed impact of such programs and roles on persons covered by this Agreement, the parties have agreed that FRV will consult under clause 18 and reach agreement with the UFU in the event that FRV proposes any Brigade Administrative Support Programs or similar programs impacting on employees and/or any proposed 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.

## **31. THIRD PARTY VOLUNTEER SUPPORT PROGRAMS/OFFICERS**

31.1. Given the agreed impact of such programs and roles on persons covered by this Agreement, the parties have agreed that FRV will consult and reach agreement with the UFU under clause 18 Consultation on the structure of any Support Programs to third party volunteers 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.

31.2. The work of VSO corresponds to the operational stream of firefighting.

31.3. FRV shall have a Division 3 Firefighter in each Division 3 Catchment (or broader area where agreed), reporting to the Division 3 Commander of the catchment, to assist the Division 3 Commander in providing support to third party volunteers. The parties agree to consult through FRV/UFU Consultative Committee in relation to the role of such positions.

31.4. All brigade groups will report to the Division 3 Commanders responsible for each Division 3 Catchment.

## **32. ENHANCEMENT OF BRIGADE SUPPORT**

In the event that FRV propose BASO and VSO positions and/or roles (or similar positions or roles howsoever named) will be the subject of consultation during the life of the Agreement.

## **33. COMMUNITY EDUCATION**

33.1. The parties agree that a fundamental role of modern Firefighters and Station Officers is to provide community education on fire prevention and awareness.

33.2. The parties therefore agree that Division 2 and Division 3 Firefighters/Station Officers will be the deliverers of community education on fire prevention and awareness.

33.3. 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.

33.4. It is further agreed that an Award stream entitled "Community Education Firefighter/Fire Officer" was developed by the UFU and the former employer of Division 3 employees who transferred to FRV on 1 July 2020, 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 Division 2 or Division 3 Firefighting or Division 2 or Division 3 Station Officer rank that is in accordance with this Agreement and as agreed by the parties.

33.5. FRV will not employ any other person to and no other person will hold a classification of "Community Education Firefighter/Fire Officer".

33.6. The duties of the Community Education Firefighter/Fire Officer are duplicated with the same duties contained in the Division 2 and Division 3 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.

#### **34. INDUSTRY BRIGADES**

34.1. In determining the appropriate number and location of Division 2 and Division 3 Employees and the work those employees are to perform, FRV will not rely on the existence or alleged capacity of any industry brigades, emergency brigades or other private emergency teams. In particular, FRV 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.

34.2. FRV shall provide a copy of any Memorandum of Understanding having any impact on the work of Division 2 and Division 3 Employees, between FRV 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.

#### **35. EMERGENCY MANAGEMENT CHANGES**

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

35.2. The parties recognise that at times FRV 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. FRV will not unilaterally introduce any proposed changes that will impact on employees or any of the terms and conditions of employees and will consult and agree on all such proposed changes

through the consultation (and transmission of business) clauses of this Agreement and will not implement any change without the agreement of the UFU. FRV undertakes that such proposals will not adversely affect any of the terms and conditions that are applicable to employees that are covered by this Agreement.

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

## **36. BUSHFIRES ROYAL COMMISSION REPORT**

36.1. FRV 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 outstanding recommendations in a timely manner.

36.2. FRV 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:

36.2.1. The entitlements and way work is carried out by employees covered by this Agreement; or

36.2.2. The employment relationship of employees covered by this Agreement; or

36.2.3. The relationship between FRV and UFU regarding agreements and entitlements covering the relationship between FRV and UFU pertaining to representation of the employees covered by this Agreement.

36.3. The parties agree that any change arising from the Bushfire Royal Commission proposed in accordance with this clause is an efficiency.

## **37. CLIMATE**

37.1. In accordance with the objectives of this Agreement, FRV 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.

## **38. MULTI AGENCY DRILLS**

38.1. In accordance with the parties' recognition of the importance on improving interoperability, FRV will consult and reach agreement with the UFU via the consultation committee in clause 18 regarding multi agency drills or training involving employees.

## **39. 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, or a disadvantage as a result of translation of training qualifications.

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, shall not through the introduction of the definitions in this Agreement, suffer detriment, as a result of the commencement of this Agreement.

#### **40. NO EXTRA CLAIMS**

40.1. There shall be no extra claims by any party.

### **A3 - EMPLOYMENT RELATIONSHIP**

#### **41. WORK ORGANISATION**

41.1. Subject to the other terms of this Agreement, FRV 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.

41.2. 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:

41.2.1. greasing the chassis of any vehicle or carry out any tests or servicing normally done by any tradesperson except where agreed between the UFU and FRV. 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.

41.2.2. 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.

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

41.3. No employee shall, nor shall be required to, act in or carry out the 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 otherwise agreed between the UFU and FRV. FRV will not make acting down or the possibility of acting down a requirement in any position under this Agreement.

41.4. The parties recognise that:

41.4.1. The Australasian Inter-Service Incident Management System (AIIMS) is the nationally recognised system of incident management; and

41.4.2. The fundamentals of command, control and safe systems of work are essential to the management of an incident.

41.5. To ensure appropriate incident management as identified in clause 41.4, control arrangements will be maintained by professional / career firefighters operating under the command of a professional / career firefighter in the classification immediately senior to their classification. Division 2 Firefighters and Division 3 Firefighters will observe the chain of command and only report to more senior ranked employees also employed as Division 2 Firefighters or Division 3 Firefighters except in the case where the incident is a level 3 multi-agency incident. In cases where a level 3 multi-agency incident occurs then command and control structures will be established under AIIMS by the approved incident controller.

## **42. CONDUCT RESOLUTION**

42.1. 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 FRV purporting to apply to any form of conduct resolution (including counselling, discipline or termination).

42.2. The agreed Code of Conduct and the Conduct Resolution Process is attached in Clause 3 of SCHEDULE 5 - Conduct Resolution.

42.3. 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.

42.4. 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.

42.5. 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.

### **43. ADVERSE REPORTS**

43.1. 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 FRV 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 FRV.

43.2. 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.

43.3. 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:

43.3.1. Examination and marks given by a person appointed to conduct and or mark such examination for FRV.

43.3.2. 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.

43.4. The adverse report process must comply with the principles of natural justice and/or procedural fairness.

43.5. No adverse report may be placed on an employee's file about or in relation to:



43.5.1. activities of the employee in their capacity as an accredited representative pursuant to this Agreement;

43.5.2. activities of the employee pursuant to the dispute resolution procedures of this Agreement;

43.5.3. their status or activities as an accredited representative of the UFU or

43.5.4. their membership of, or participation in the activities of the UFU, or

43.5.5. 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

43.5.6. 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

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

#### 44. TERMINATION OF EMPLOYMENT

44.1. An employee's employment may not be terminated unless:

44.1.1. The Conduct Resolution Process in SCHEDULE 5 - Conduct Resolution has been complied with;

44.1.2. the employee and the UFU have been notified that FRV intends to terminate the employee's employment; and

44.1.3. any dispute notified by the employee or the UFU in relation to the specific termination has been resolved.

44.2. 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.

44.3. Notice of termination by employer

44.3.1. In order to terminate the employment of an employee FRV 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'

44.3.2. 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.

44.3.3. 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 FRV making payment for the remainder of the period of notice.

44.3.4. 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.

44.3.5. 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.

#### 44.4. Notice of termination by an employee

44.4.1. 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.

44.4.2. If an employee fails to give notice FRV 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.

#### 44.5. Time off during notice period

44.5.1. 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 FRV.

### 45. EMPLOYEE ACTIVITIES

45.1. 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:

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

45.1.2. their membership of, or participation in the activities of the UFU, or

45.1.3. 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

45.1.4. 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

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

45.1.6. their reliance or claim for reliance on any clause under this Agreement.

45.2. 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.

## **46. EMPLOYEE REPRESENTATION**

46.1. 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 FRV email system. FRV will not delay or monitor any correspondence sent from the UFU or to the UFU. For the avoidance of doubt, FRV will take all necessary steps and provide the UFU with the necessary processes and information to ensure FRV fulfils its obligation in this clause. This does not include contact details of employees.

46.2. An employee appointed as an employee representative shall upon written notification by the Branch Secretary of the UFU to FRV, be recognised as the accredited representative of the UFU for the particular area concerned.

46.3. 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 FRV, be recognised as an accredited representative of the UFU.

46.4. 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

46.4.1. their status or activities as an accredited representative of the UFU or

46.4.2. their membership of, or participation in the activities of the UFU; or

46.4.3. 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

46.4.4. 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

46.4.5. 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.

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

46.5.1. 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 FRV, with employees or with representatives of either on matters arising under this Agreement affecting employees.

46.5.2. 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.

46.5.3. 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.

46.5.4. 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 FRV or are attending in their capacity as employees of FRV).

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

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

46.5.7. 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.

#### 46.6. Access to the workplace for officers or employees of the UFU

46.6.1. 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):

a) at any time during working hours enter FRV's prescribed premises, registered office or workplace where FRV'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 FRV or are attending in their capacity as employees of FRV);

b) 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

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

46.6.2. Access to workplaces under the clause shall be authorised for the purposes of consulting with UFU Delegates/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).

46.6A If requested by an accredited UFU representative, FRV 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.

46.7. In addition to any rights conferred by the above, the following also applies to UFU Delegates/Shop Stewards.

46.7.1. In this clause, **UFU Delegate/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. This includes, but is not limited to, a Shop Steward, Deputy Shop Steward, Health & Safety Representative or Deputy Health & Safety Representative where the Health & Safety Representative or Deputy Health & Safety Representative is acting in relation to an occupational health and safety issue.

46.7.2. In order for the UFU Delegate/Shop Steward to perform the functions required by Step 1 and Step 2 in clause 24 – Dispute Resolution, 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 UFU Delegate/Shop Steward shall be permitted, subject to the prior approval of FRV:

a) The necessary time during working hours to interview FRV or his or her representative on matters affecting employees whom he or she represents.

- b) A reasonable period of time during working hours to interview officers of the union on legitimate union business, at a place designated by FRV.
- c) Access to all work places where such access is necessary to enable them to carry out their functions in the particular area concerned.
- d) To distribute such written material to members within their particular area, using if necessary, internal communication systems.

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

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

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

## **47. FIRE RESCUE VICTORIA POLICIES**

47.1. FRV 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 FRV 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 18 – Consultation of this Agreement.

47.2. 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.

47.3. For the purposes of this Agreement, policies include but are not limited to 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, guidance notes, directions, standing orders, SOP's, Operational Work Instructions or any like document kept or promulgated by FRV to their employees.

47.4. On commencement of this Agreement all FRV 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 18 – Consultation.

47.5. Where there is an inconsistency between a policy, or other document referred to in clause 47.3 above and a clause of this Agreement, then the matter will be referred to the Consultative Committee in accordance with clause 18 – Consultation for resolution and determination. In the event that there is no resolution or determination by the Consultative Committee, then the clause in this Agreement shall prevail, and any inconsistent policy or other document referred to in cl. 47.3 above shall be invalid to the extent of any inconsistency.

#### **48. TRANSFER OF BUSINESS**

48.1. 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.

### **A4 - FIRE RESCUE VICTORIA SYSTEMS CONDITIONS, ACTIVITIES AND ROSTERS**

#### **49. DAY RELIEF AND RELIEVING DUTIES**

49.1. This clause applies for positions which are not 'on-shift' positions (on-shift positions are relieved via provisions as specified elsewhere in this Agreement). FRV 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.

49.2. 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.

49.3. Relief will be provided for all absences or leave.

49.3.1. The Parties acknowledge that relief for all absences or leave is an existing entitlement for Division 3 Employees and as contained within Division of the Fire Rescue Victoria Operational Employees Interim Enterprise Agreement 2020.

49.3.2. FRV and UFU agree to establish a Working Party (under the Rostering Subcommittee) in accordance with Clause 18 – Consultation. The purpose of this Working Party will be to establish guidelines for the implementation of this entitlement.



49.3.3. The Working Party shall finalise its recommendation, for the consideration of the Consultative Committee, within 8 months of certification of this Agreement. If no recommendation is formed and finalised by this Working Party, the existing entitlement shall prevail.

49.3.4. While such Working Party is in operation, the UFU and FRV agree to temporarily suspend the requirement to provide relief for all absences or leave for operational day workers. If there is a requirement for relief for an operational day worker, this will be dealt with by the parties by agreement on a case by case basis. To avoid doubt, FRV must continue to provide relief for on-shift firefighters consistent with SCHEDULE 1 - MINIMUM STAFFING CHART and SCHEDULE 34 - ARRANGEMENTS FOR RELIEF FOR CO/ACFO POSITIONS SECONDED TO CFA.

49.4. FRV shall consult via the Consultative Committee on appropriate planning to be applied to ensure the provision of relief across FRV.

## **50. FRV DISTRICTS AND REGIONS**

50.1. The Fire Rescue Victoria Fire District shall be organised into Districts and Regions as identified in SCHEDULE 2 - FRV Districts and Regions.

## **51. INTERNAL SECONDMENT OF OPERATIONAL STAFF (ISOS) PROGRAM**

51.1. For the purpose of this clause, “internal secondment” means a temporary secondment of an Employee from a Division 2 Firefighter to a Division 3 Firefighter, or vice versa.

51.2. Employees to whom this Agreement applies shall not be permitted, or required, to undertake an internal secondment except in accordance with this clause or as agreed between the UFU and FRV via clause 18 - Consultation.

51.3. The agreed internal secondment of operational staff (ISOS) program is as follows:

51.3.1. On 1 September of each year this Agreement is in operation, FRV, in agreement with the UFU, will offer the agreed ISOS program training for 12 Division 3 and 12 Division 2 professional career firefighters/Officers, or additional as agreed.

51.3.2. The agreed ISOS program will only be for employees that hold the classification of Division 2 or Division 3 Qualified Firefighter up to the classification of Senior Station Officer. Classifications of Commander and above can be considered for this program but such inclusion will be by agreement by the Parties.

51.4. The internal secondee, unless otherwise agreed between FRV and UFU, must hold the same or equivalent rank as that of the position to which they are being internally seconded and:

51.4.1. have completed the minimum periods of service and have all qualifications and competencies for their substantive classification as are referred to in clause 156.3 (for employees to be internally seconded from Division 2); or

51.4.2. have completed the minimum periods of service and have all qualifications and competencies for their substantive classification as are referred to in clause 191.3 (for employees to be internally seconded from Division 3).

51.5. 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.

51.6. FRV shall follow the ISOS Program as attached at SCHEDULE 3 - Internal Secondment of Operational Staff Program.

51.7. The agreed ISOS program training will be conducted annually commencing on 1 December 2020 each year or at other dates by agreement between the Parties.

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

51.9. Employees who have participated in the ISOS program may fill short term vacancies (for example standbys, recalls and relief duties) at both Division 2 and Division 3 stations.

51.10. Interdivision Firefighter Program

51.10.1. The parties have agreed to an Interdivision Firefighter Program for the classifications of Qualified Firefighter up to and including Senior Station Officer, with a view to increasing the number of personnel from Division 2 and Division 3 who can work at both Division 2 and Division 3 stations for short-term vacancies (for example standbys, recalls and relief duties.)

51.10.2. The agreed Interdivision Firefighter Program course is detailed at SCHEDULE 3 - Internal Secondment of Operational Staff Program and may only be amended by agreement via Clause 18 – Consultation.

51.10.3. Eligible employees who have undertaken the Interdivision Firefighter Program course may fill short term vacancies at both Division 2 and Division 3 stations.

51.10.4. Employees filling short term vacancies in accordance with clause 51.10.1 and 51.10.3 will at all times be subject to the terms and conditions of employment applicable to their substantive Division. For example, a Division 2 employee filling a short term vacancy at a Division 3 location will receive terms and conditions applicable to Division 2 employees and vice versa.

51.10.5. Additional to the above, FRV and UFU will enter into discussions in accordance with Clause 18 - Consultation with a view to facilitating developing a larger pool of eligible operational employees to undertake short-term relief duties. These discussions will be to consider whether the classifications Firefighter Level 1 up to Qualified Fire Fighter can be included in the Interdivision Firefighter Program course for the purposes of short-term vacancy relief.

51.10.6. FRV and UFU acknowledge that, if there is agreement to include the additional employees as specified in clause 51.10.5, as part of the implementation plan, consideration will be given to identifying the further efficiencies for FRV as a result of the inclusion of the additional classifications in the short-term vacancy relief pool.

51.11. Additional to the above, the Parties agree to investigate a statewide electronic recall system, which shall include, but not be limited, to a recall and short-term relief system for Division 2 and Division 3 employees. Any recall system may only be implemented by agreement via the FRV/UFU Consultative Committee.

## **52. PERMANENT INTERNAL TRANSFER BETWEEN DIVISIONS**

52.1. For the purpose of this clause, “permanent internal transfer” means a permanent transfer of an Employee from employment as a Division 2 Firefighter to employment as a Division 3 Firefighter, or vice versa.

52.2. FRV may only permanently fill a vacant position in any Professional Firefighter classification by permanent internal transfer in accordance with the steps in this clause.

- 52.2.1. FRV must advertise any vacancy at least twice internally within the stream in which the vacancy arises (i.e. to operational employees in one of the Division 2 or Division 3 Operational stream of firefighting).
- 52.2.2. If there is still a vacancy, FRV may internally transfer someone into the position in accordance with the Internal Secondment of Operational Staff program at clause 51 above.
- 52.2.3. If there is still a vacancy at the end of any Internal Secondment of Operational Staff period, the position will be advertised within the stream in which the vacancy arises once more. If there is no internal applicant, the position may be offered to the internal secondee on a permanent basis.
- 52.2.4. If there is no Internal Secondment of Operational Staff, or if an internal secondee does not wish to take up the position on a permanent basis, then FRV may seek permanent internal transfer applications in accordance with the following conditions:
- a) Applications can only be received from, and the position may only be filled by, a Division 2 Firefighter or Division 3 Firefighter.
  - b) Permanent internal transfer will only be into positions with the classification of Division 2 or Division 3 Qualified Firefighter up to the classification of Commander. Permanent internal transfer for positions classified above Commander can be considered on a case by case basis by agreement by the Parties;
  - c) Unless otherwise agreed between FRV and UFU an applicant must have successfully completed a recognised recruit course (a recruit course agreed between FRV and UFU).
- 52.2.5. Unless otherwise agreed between FRV and UFU any applicant for such a position must hold the same or equivalent classification as that of the position being advertised and:
- a) have completed the minimum periods of service and have all qualifications and competencies for their substantive classification as are referred to in clause 156.3 (for employees to be internally seconded from Division 2); or
  - b) have completed the minimum periods of service and have all qualifications and competencies for their substantive classification as

are referred to in clause 191.3 (for employees to be internally seconded from Division 3).

52.2.6. The successful applicant will be required to undertake a short course to ensure that they possess any specific requirements and skills relevant to the position. These requirements will be as determined by FRV and UFU as agreed.

### **53. EXTERNAL SECONDMENT**

#### *External secondment from FRV*

53.1. The parties have agreed that employees covered by this Agreement shall not undertake a transfer/secondment to another jurisdiction or organisation, including Victorian Government Agencies or positions outside Victoria, except as agreed between the UFU and FRV in accordance with clause 18 – Consultation or otherwise as provided by this Agreement.

#### *External secondment to FRV*

53.2. Secondees from other fire services may be considered on a case by case basis. Such consideration shall be in accordance with clause 18 – Consultation.

### **54. EXTERNAL LATERAL ENTRY**

54.1. Where agreed through clause 18 - Consultation that external lateral entry is required for a specific vacant position, then FRV may seek external applications in accordance with the following conditions:

- a) External lateral entry will only be into positions with the classification of Division 2 or Division 3 Qualified Firefighter up to the classification of Commander. External lateral entry for positions classified above Commander can be considered on a case by case basis by agreement by the Parties.; and
- b) An applicant must have successfully completed a recognised recruit course (a recruit course agreed between FRV and UFU) hold qualifications that have been recognised by the Firefighter Registration Board in clause 55; and
- c) Any applicant for such a position must hold the same or equivalent classification as that of the position being advertised; and
- d) The successful applicant will be required to undertake a short course to ensure that they possess any specific requirements and skills relevant to

the position. These requirements will be as determined by FRV and UFU as agreed; and

- e) Employees from other Firefighting Services can be considered for external lateral entry, but such consideration must be by agreement between the UFU and FRV and be dealt with on a case by case basis and cannot be the subject of arbitration via the FWC

## **55. FIREFIGHTERS REGISTRATION BOARD**

55.1. FRV endorses the establishment of a firefighters registration board. FRV will demonstrate this by letter of endorsement to the UFU Secretary.

## **56. RIGHTS UNDER NES**

56.1. In addition to other obligations on FRV, 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 section 65 of the Act, to make such a request and to have it considered by FRV in accordance with that section. However, FRV has determined and the parties have reached agreement that FRV's operational requirements mean generally that on-shift employees should be employed on a full-time basis. As required by the Act, FRV 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.

56.1.1. If FRV grants an employee's request for a change to his or her working arrangements under section 65 of the Act, the employee will be rostered taking into account the employee's preference, the existence of any relevant reasonable business grounds, service delivery requirements, safety and welfare of employees. If, for reasons of the employee's preference, the existence of any reasonable business grounds, service delivery requirements, safety or welfare of employees, the employee cannot be rostered in accordance with the operational "10/14" roster, the employee may be rostered pursuant to clause 170 in the case of a Division 2 Firefighter, or clause 208 in the case of a Division 3 Firefighter.

56.2. 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.

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

56.3.1. An employee making a request will provide to FRV in writing details of the change sought and the reasons for the change.

56.3.2. 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 and the special duties allowance will not be affected.

56.4. 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. FRV 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.

56.5. 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.

## **57. DIVERSITY**

57.1. The parties agree to jointly consider and develop strategies to increase diversity within FRV's 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.

57.2. 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

57.3. For the purposes of subclause 57.1 the UFU and FRV agree to establish a working party which will report to the Consultation Committee in accordance with clause 18 – Consultation.

57.4. The working party will comprise of equal numbers of FRV and UFU representatives.

57.5. 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 FRV 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.

57.6. 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.

## **58. REHABILITATION UNITS**

58.1. For reasons including health, safety and welfare, FRV has implemented and will continue to implement rehabilitation units to contribute to a safe system of work. Further implementation, the number and locations of such Rehabilitation Units will be determined through the consultation process. The Rehabilitation Unit operator is an agreed position on shift in which OSG personnel from either Division 2 Firefighters or Division 3 Firefighters may be rostered. FRV will provide all equipment as outlined below as a minimum for use on each rehabilitation unit or as amended through consultation:

58.1.1. Agreed appliance

58.1.2. 1 tent

58.1.3. 6 cooling chairs

58.1.4. 1 misting fans

58.1.5. Bottled water

58.1.6. Electrolyte drinks

58.1.7. Cooling Towels



## **59. HEALTH OF EMPLOYEES**

59.1. 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/PTSI. In accordance with accepted international scientific evidence, FRV is committed to supporting firefighters suffering from the agreed list of cancers and PTSD/PTSI. The agreed list of cancers include:

- a) Primary site brain cancer
- b) Primary site bladder cancer
- c) Primary site kidney cancer
- d) Primary non-Hodgkins lymphoma
- e) Primary leukemia
- f) Primary site breast cancer
- g) Primary site testicular cancer
- h) Multiple myeloma
- i) Primary site prostate cancer
- j) Primary site ureter cancer
- k) Primary site colorectal cancer
- l) Primary site oesophageal cancer
- m) Mesothelioma
- n) Lung cancer in non-smoker
- o) Thyroid cancer
- p) Pancreatic cancer
- q) Primary site ovarian cancer
- r) Primary site cervical cancer

59.2. FRV will support claims for the above listed cancers, PTSD/PTSI, and additional cancers in accordance with accepted international scientific evidence.

59.3. FRV will make a joint submission with the UFU to the Government to include all of the additional cancers and PTSD/PTSI in Victorian Presumptive Legislation.

## **60. DISABILITY INSURANCE COVER**

60.1. During the life of this Agreement, the parties agree to establish a joint 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.

60.2. 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.

## **61. INCOME PROTECTION INSURANCE ALLOWANCE**

61.1. Employees in Operational Firefighting classifications covered by this Agreement (inclusive of FSCCs) are entitled to a reimbursement from FRV of their income protection insurance premiums up to an amount of \$63.49 per week as reflected in SCHEDULE 4 - ALLOWANCES, subject to the employee providing proof of payment.

61.2. Upon the UFU advising FRV of the entity which administers or provides the income protection policy for the majority of employees, FRV will allow officers or representatives of the entity to meet with employees at the employees' workplace to consult about the policy.

61.3. Where the *Emergency Services Superannuation Act 1986 (Vic)* or any successor legislation requires FRV to make employer contributions to a superannuation fund during a period of absence for which the employee is in receipt of income protection payments, FRV will make those contributions. If an employee chooses to make employee contributions to a superannuation fund during such period, the employee will be responsible for making those contributions.

61.4. The application of this clause for classifications covered by this Agreement other than those within Division 2 Operational stream of firefighting and Division 3 Operational stream of firefighting will be referred to the Consultative Committee.

61.4.1. FRV and UFU agree to establish a Working Party in accordance with Clause 18 – Consultation. The purpose of this Working Party will be to examine the effects and implementation of clause 61.4.

61.4.2. The Working Party shall agree upon and finalise its recommendation, for the consideration of the Consultative Committee, within 8 months of certification of this Agreement.

61.4.3. If the parties are unable to reach agreement under 61.4.2, either party may refer this matter to the FWC for conciliation and arbitration.

## **62. AMBULANCE MEMBERSHIP**

62.1. FRV will arrange for and meet all costs of membership of the ambulance service for each employee.

### **63. MEDICAL CARE / ATTENTION**

63.1. 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 18 will select which provider will be utilised.

### **64. PEER SUPPORT**

64.1. The parties are committed to the following continuing practices and enhancements of the peer support program:

64.1.1. Peer support employees under this Agreement will be drawn from professional / career firefighters.

64.1.2. For the avoidance of doubt, peer support employees covered by this Agreement are firefighters whose substantive role remains that of a firefighter but who undertakes peer support functions as part of their substantive role

64.1.3. FRV will provide peer support employees with reasonable resources they require to undertake their role

64.1.4. FRV will provide peer support employees with agreed training.

64.1.5. FRV 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 and other agreed forms of support

64.1.6. FRV will ensure that peer support employees will be supported by senior peer support employees and agreed psychologists and doctors

64.1.7. FRV 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

64.1.8. FRV will maintain a pager service and direct phone contact as per the current systems.

64.1.9. FRV will maintain and fill a position of peer support coordinator. This position will be filled by a professional / career firefighter.

### **65. MEDICAL EXPENSES**

65.1. For work related matters, FRV will pay for and provide access for any employee to qualified psychologists. FRV will also cover the costs of any transport and time for such attendance. Individual employee access to this service will not be disclosed to FRV or any other person except where agreed to by the employee.

65.2. The implementation or change to the provision of access to psychologists under this clause shall occur via the provisions of clause 18 - Consultation.

## **66. REGISTRY OF ATTENDED CALLS AND EXPOSURE**

66.1. Exposure control shall be a standing item on the Consultation Committee agenda.

66.2. FRV shall maintain a register of employees' exposure to any hazardous material, chemical or other hazards.

66.3. FRV shall, upon the written request of any employee, promptly provide the employee with a list recording:

66.3.1. each call attended by the employee, fire call history or training available electronically, and/or

66.3.2. 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.

66.3.3. 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.

## **67. HEALTH SCREENING**

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

67.2. There will be no adverse impact from an employee choosing to participate or choosing not to participate in the program.

67.3. FRV will pay for all costs associated with the health screening program, including but not limited to employee's time while participating and medical costs.

67.4. The provider of the health screening program will be agreed between FRV and the UFU.

67.5. Within the first 3 months of this Agreement FRV/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:

67.5.1. There shall be total employee-doctor confidentiality

67.5.2. Employees may choose their own or a separate medical provider if they desire and FRV will reimburse all costs for approved providers.

67.5.3. The program will provide all health checks which were previously provided prior to the commencement of this Agreement

67.5.4. The program will provide comprehensive cancer screening

67.5.5. The program will provide comprehensive and best practice cardiac and respiratory system health checks

67.5.6. The program will provide general practitioner consultations

67.6. All employee information including medical information will be confidential between the medical practitioner and the employee and will not be disclosed to FRV, unless the employee agrees otherwise in writing. The employee and the medical practitioner is under no obligation to disclose any information to FRV regarding this program and FRV will not request in any circumstance that any information is disclosed.

67.7. FRV 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 18 - Consultation.

## **68. HEALTH AND FITNESS PROGRAM**

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

68.2. The program includes the provision of fitness leaders (operational personnel with professional fitness instructor qualifications) to take voluntary classes at work locations for operational personnel.

68.3. Any future appointment of fitness leaders for operational personnel following the commencement of this Agreement shall be from employees holding the rank of QFF as a minimum.

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

68.5. 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.

68.6. FRV 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, FRV will pay each employee's membership fees for a gym/fitness club of the employee's choice.

68.7. FRV will provide a sport voucher of \$125 value each year to all employees.

## **69. EQUAL EMPLOYMENT OPPORTUNITY**

69.1. FRV and employees will use their best endeavours to ensure that the workplace is free from any form of bullying or harassment. FRV will ensure 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.

69.2. FRV will take into account the family responsibilities of recruits 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 FRV and UFU. If the matter is not resolved it will be dealt with in accordance with the dispute resolution procedure.

## **70. COMMUNITY AND CULTURAL ENGAGEMENT OFFICER - CCEO**

70.1. The role of Community and Cultural Engagement Officer – CCEO (including the positions previously known as Multicultural Liaison Officer – MLO) is to assist and promote community liaison with a focus on multicultural and other diverse groups of the community.

70.2. An employee who undertakes the role of a CCEO must hold LFF classification or above.

70.3. FRV will provide CCEOs with access to appropriate pool vehicles for the purpose of carrying out their duties.

70.4. There will be a minimum number of CCEO positions allocated per District, with a minimum of 8 positions state-wide as reflected in Table 1 below.

70.5. Additional positions can be created via consultation.

70.6. The parties will develop a position description for CCEO's via the provisions of Clause 18 – Consultation. The parties agree that to provide an enhanced role to the community, the position description will broaden its focus to under-represented groups including faith-and-interfaith, women, aboriginal peoples, socioeconomically disadvantaged, and Culturally and Linguistically Diverse.

70.7. The parties will consult on the expansion of the role to assist with other programs that are tailored to the specific area of region in which they operate and with Diversity and Recruitment campaigns where there is an identified need. Consultation on this matter will include the introduction of an appropriate allowance and other applicable entitlements or conditions for those undertaking the role.

**Table 1**

<b>ALLOCATION OF CCEO POSITIONS IN FRV</b>			
<b>Position</b>	<b>District</b>	<b>Location</b>	<b>Coverage Area</b>
CCE 1	Central	Eastern Hill	Central District
CCE 2	Western 1 & 2	Sunshine	Western District 1 & 2
CCE 3	Western & North West Regional District	Geelong	Western District 3, Warrnambool and Portland
CCE 4	North West Regional District	Bendigo	Mildura, Bendigo, Ballarat City, Lucas.
CCE 5	Northern	Bundoora	Northern District
CCE 6	Eastern & South East Regional District	Eastern District & HQ	Eastern District, Shepparton, Wangaratta, and Wodonga
CCE 7	Southern District 1 & 2	Oakleigh	Southern District 1 & 2
CCE 8	South East Regional District	Dandenong	Latrobe west, Morwell and Traralgon
<p><b>Note #</b> as with current practice districts and regions will work collaboratively together to develop and enhance existing and new programs. These programs will be co-ordinated Centrally to ensure that they are responding to the strategies set by the FRV Commissioner. Where approved targeted campaigns are required to be performed by these positions then additional resources to support these campaigns will be provided.</p>			

**71. TECHNICAL OPERATIONS AND SPECIALIST QUALIFICATIONS DEPLOYMENT**

71.1. The parties recognise that FRV has the capacity of employees who have attained specialist skills in the areas of Urban Search and Rescue, High Angle Rescue, Heavy Rescue, Confined Space Rescue, Hazmat/CBRN Response, Marine Response and Breathing Apparatus, Air Operations including UAV, Rapid Impact Assessment including Ground Observers, Emergency Medical Services, Trench Rescue and Industrial Rescue.

71.2. The above qualifications and expertise are specialist in nature and are able to be rapidly deployed to enhance capabilities of other organisations on a State wide and Global basis.

71.3. The parties have agreed that in the context of the above, and in the context of maximising resources and expertise a subcommittee will review:

71.3.1. the feasibility of combining the above expertise into a single unit which will be referred to as Special Ops; and

71.3.2. the terms and conditions of employment appropriate for employees in such a unit and the deployment arrangements that might apply.

71.4. The parties also agree to investigate funding opportunities and deployment opportunities through the appropriate agencies both nationally and globally.

71.5. The working party shall meet within the first month of the lodgement of this Agreement and shall provide a report to FRV within 6 months (or otherwise extended by agreement).

71.6. The working party shall consist of a representative from each Specialist Operational function and equal representation from FRV and UFU.

71.7. The parties agree to discuss HART Operator and Marine Response allowances and their applicability in the context of the establishment of the special ops unit.

71.8. The parties agree that the implementation of any changes arising from the process under this clause will only occur by agreement between FRV and the UFU.

## **72. RIAT**

72.1. FRV will continue to develop and implement an enhanced Rapid Impact Assessment Team (RIAT) capability and capacity within the organisation. RIAT is used for rapid assessment of designated incident impacts. RIAT is a technical skill which duties are extra, above and beyond normal duties and therefore specialist RIAT personnel will be deployed from employees who are above minimum shift strength or recalled or



released from day duty. If released from operational minimum crewing for RIAT duties, FRV will recall to maintain the minimum crewing requirements.

72.2. FRV 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.

72.3. The parties agree in accordance with the objectives of this Agreement to develop and implement a concept of operations for enhanced incident intelligence gathering to be undertaken by RIAT and / or RPAS operators in response to events or incidents. This will include but not be limited to tasks such as;

72.3.1. Rapid Impact Assessment

72.3.2. Impact and damage assessment

72.3.3. Intelligence capture collection and interpretation

72.3.4. Data collation and information sharing.

## 73. MARINE

73.1. The role of Marine Response in FRV is to provide emergency fire and rescue response and prevention within legislated Marine boundaries within the State of Victoria. Response to areas outside the State of Victoria can also be agreed on a case by case basis in accordance with clause 18 – Consultation.

73.2. FRV jurisdiction boundaries are defined within the FRV Act. Additional boundaries can be taken into consideration in accordance with review, report, determination or recommendation by the Fire District Review Panel.

73.3. To meet its statutory obligations, FRV will have 4 designations (qualifications) for marine operations:

73.3.1. Marine Technician

73.3.2. Marine Swiftwater Operator

73.3.3. Marine Assessment

73.3.4. Marine Shipboard Operations

73.4. So that operational employees are provided the skills and resources they need to fulfill the marine roles, the parties have been implementing an enhanced Marine capability and capacity in preparation for the changes as a result of the legislated obligations under FRV. The parties agree to the ongoing implementation of an enhanced Marine capability and capacity. This will occur in accordance with the objectives of this Agreement.

73.5. To ensure safe systems of work are complied with, the Parties have agreed to a minimum of 4 marine technicians per platoon. Additional marine technicians can be agreed by the Parties via clause 18 – Consultation.

73.6. Any Marine Facility will comply with the Infrastructure Agreement (except where agreed as part of a temporary facility or during modification of or transition to a permanent facility via the provisions of clause 18 - Consultation).

73.7. Employees who are selected to undertake marine work, shall prior to their allocation to such work, be released from duty and provide training for skills acquisition in marine technician, swift water rescue, marine assessment team and shipboard firefighting.

73.8. FRV will deliver agreed training as identified in this Agreement to all operational employees to enable them to undertake the Marine roles. The parties will develop via consultation a training schedule to achieve and maintain adequate numbers of Marine operators and relief for those roles. Any improvements or changes to training including where required by maritime legislation amendments or by the Fire District Review Panel will be processed via clause 18 – Consultation of this Agreement.

73.9. Marine Qualifications Framework:

73.9.1. Marine Technician FRV and NSCV Certified:

73.9.1.1. Coxswain (1NC)

73.9.1.2. General Purpose Hand

73.9.1.3. Waterway Emergency Response

73.9.2. Marine Swiftwater Operator:

73.9.2.1. Swiftwater Rescue Operator

73.9.2.2. Flood technician

73.9.3. Marine Assessment:

73.9.3.1. Marine Assessment Team

73.9.3.2. Marine Emergency Response Team

73.9.4. Marine Shipboard Operations:

**74. HAMZAT DEPARTMENT**

74.1. The parties will consult on future HAZMAT service delivery requirements for FRV and will undertake development of:

74.1.1. A state-wide concept of operations for the delivery and deployment of HAZMAT service for FRV including provision of HAZMAT support into CFA areas. The Parties agree to discuss further opportunities for the potential expansion of this role. Any such outcomes of such discussions will be referred to the Consultative Committee in accordance with clause 18 – Consultation.

74.1.2. A state-wide service delivery plan that will ensure that there are designated state based HAZMAT technicians, equipment and dedicated locations to meet the needs of operational response and training, including skills maintenance.

74.1.3. A state-wide training delivery schedule that ensures sufficient numbers of staff are trained to provide crewing and relief capacity for HAZMAT appliances at all times.

74.2. The state-wide concept of HAZMAT operations, state-wide service delivery plan and state-wide training delivery schedule will be developed via the provisions of clause 18 – Consultation within 6 months of certification of this Agreement.

74.3. For the protection of employees and to ensure employees are properly resourced, FRV will provide an agreed minimum number of specialist HAZMAT staff, headed by designated Operational Staff.

74.4. FRV shall provide regular agreed training for skills acquisition and skills maintenance to ensure operators are able to undertake their roles using safe systems of work and that such employees are not overwork consistent with FRV fatigue management policies.

74.5. FRV state HAZMAT strategy will ensure interoperability between Division 2 Firefighters and Division 3 Firefighters.

74.6. The agreed HAZMAT Department parameters are as follows:

74.6.1. The department is to be staffed by qualified operational staff and supervised by the classification of Commander to ensure that increased training occurs to ensure sufficient operators are available

74.6.2. The HAZMAT appliances shall be crewed by designated qualified operational employees at all times.

74.7. FRV shall ensure the upgrading of equipment via clause 18– Consultation.

74.8. The HAZMAT Department will also include scientific officers covered by the FRV (former MFB) Corporate and Technical Staff Agreement 2017 or FRV (former CFA) Professional, Technical and Administrative Agreement 2016.

74.9. All employees of the HAZMAT Department including operational and non-operational employees will maintain an operational reporting line at all times.

74.10. During the life of this Agreement, via the consultation process within clause 18 – Consultation, the Parties will consider the development of operational staff into specialised Operational Scientific Officer positions.

## **75. FIRE SAFETY INSPECTORS**

75.1. Fire Safety Inspectors are a specialist function within FRV.

75.2. A Fire Safety Inspector is an is an operational employee who is engaged as such to provide education and ensure compliance with statutory obligations relating to Fire Safety in Victoria including Dangerous Goods, Building Inspection and Compliance, Waste and Recycling, Building Codes and Audits, and Major Community Infrastructure.

75.3. An employee who undertakes the role of a Fire Safety Inspector will hold Station Officer classification (either substantive or acting) or above.

75.4. A Fire Safety Inspector Working Party will be established during the life of this Agreement in accordance with Clause 18 – Consultation. The Working Party shall:

75.4.1. Develop a position description for Fire Safety Inspectors working in Dangerous Goods, Building Inspection and Compliance, Waste and Recycling, Building Codes and Audits, and Major Community Infrastructure.

75.4.2. Develop minimum staffing numbers and an agreed training and qualifications schedule for Fire Safety Inspectors.

75.4.3. Consider and develop the appointment of a Training Coordinator (who must hold Senior Station Officer classification or above) to ensure a continued high standard of training and professionalism.

75.4.4. In the event of no agreement between UFU and FRV, the matter may be dealt with in accordance with the Dispute Resolution clause of this Agreement.

75.5. The Parties agree that inspections are to be carried out by a minimum of two appropriately qualified FRV employees comprising of at least one Fire Safety Inspector and either:

75.5.1. A firefighter with a minimum rank of LFF; or

75.5.2. An FRV Building Surveyor; or

75.5.3. An FRV Risk Engineer; or

75.5.4. An FRV Fire Engineer; or

75.5.5. An FRV Fire Safety Officer.

## **76. ASBESTOS AND CARBON FIBRES**

76.1. FRV 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.

76.2. FRV shall also investigate and develop proposed policies with respect to carbon fibre exposure for consultation.

## **77. REMOTE PILOTED AIR SYSTEMS (RPAS)**

FRV has implemented an enhanced Remote Piloted Air Systems (RPAS) capability and capacity within FRV. RPAS is a sophisticated air intelligence platform that supports the sector in critical information gathering and analysis that provides strategic data to incident and emergency management teams. It also is responsible for recording and displaying this information to sector data capture sources. The FRV strategy directorate will develop a concept of operations which will capture the role of RPAS, the function of the unit, the method of deployment and operations. The concept of operations will establish; the number of units required to service responses and deployments and locations of such RPAS capability will be determined through the consultation process. The role of the RPAS capability is to gather information and provide an intelligence overview of the fireground to assist with operations.

77.1. All employees who undertake and successfully complete training as RPAS operators shall be paid an allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

77.2. FRV will consult with the UFU in relation to minimum RPAS operators when determining FRV's concept of operations. Once the parties have consulted on the specified minimum number of RPAS operators that will enable FRV to maintain and

deliver RPAS capability, the parties will process the agreed number through Clause 18 – Consultation of this Agreement.

77.3. FRV will consult on any implementation and changes of RPAS duties.

**78. EMERGENCY MEDICAL RESPONSE (EMR)**

78.1. The parties recognise that Emergency Medical Response (EMR) is a core function of FRV and is limited to Priority O cases as defined in sub-clause 78.4 and to a maximum of 8000 calls annually.

78.2. The parties recognise that in accordance with FRV'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 FRV 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.

78.3. Every employee covered by Part B of Division 2 and Part B of Division 3 will be paid an amount of \$3.05 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 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 177 for Division 2 and clause 215 for Division 3 (added to the amounts).

78.4. Definition of Priority "O" cases.

78.5. 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
6D1	Breathing problems, not alert	1	0
9D1	Cardiac or Resp Arrest/Death, Ineffective Breathing	1	0
9E1	Cardiac or Resp Arrest/Death, Not Breathing at all	1	0
9E2	Cardiac or Resp Arrest/Death, Breathing Uncertain (agonal)	1	0
9E3	Cardiac or Resp Arrest/Death, Hanging	1	0
9E4	Cardiac or Resp Arrest/Death, Strangulation	1	0
9E5	Cardiac or Resp Arrest/Death, Suffocation	1	0
9E6	Cardiac or Resp Arrest/Death, Underwater	1	0
11D2	Choking, not alert	1	0
11D2F	Choking, not alert (food)	1	0
11D2O	Choking, not alert (object/toy)	1	0

11D2C	Choking, not alert (lolly/candy/sweet)	1	0
11D2M	Choking, not alert (milk/liquid/non-toxic)	1	0
11D2U	Choking, not alert (unknown)	1	0
11E1	Choking, complete obstruction/ineffective breathing	1	0
11E1F	Choking, complete obstruction/ineffective breathing (food)	1	0
11E1O	Choking, complete obstruction/ineffective breathing (object)	1	0
11E1C	Choking, complete obstruction/ineffective breathing (candy)	1	0
11E1M	Choking, complete obstruction/ineffective breathing (milk)	1	0
11E1U	Choking, complete obstruction/ineffective breathing (unknown)	1	0
12D1	Convulsions/seizures, not breathing	1	0
12D1E	Convulsions/seizures, not breathing (Epileptic/Prev history)	1	0
14D1	Drowning/Diving, unconscious or arrest	1	0
15D1E	Electrocution/Lightning, unconscious (Electrocution)	1	0
15D1L	Electrocution/Lightning, unconscious (Lightning)	1	0
15D2E	Electrocution/Lightning, Power still connected (Electrocution)	1	0
15E1E	Electrocution/Lightning, not breathing/ineffective (Electrocution)	1	0
15E1L	Electrocution/Lightning, not breathing/ineffective (Lightning)	1	0
31E1	Unconscious/Fainting, Ineffective Breathing (select from case entry)	1	0

\* AMPDS = Advanced Medical Priority Dispatch System

78.6. 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.

78.7. Should EMR duties expand beyond 8000 calls annually or from responding to Priority O calls as defined in sub-clause 78.4 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.

78.8. Any review pursuant to sub-clause 78.7 will be undertaken prior to the reaching of 8000 calls annually and prior to any proposed change to Priority O calls as defined.

78.9. The parties agree to review FRV EMR capabilities and range of services it currently provides. The outcomes of any such review shall only be implemented by agreement between the parties.

78.10. The parties also agree to examine the scope of the role of EMR with a view to identifying any further opportunities for expansion for range of services. Any such expansion will be examined in accordance with Clause 18 – Consultation.

78.11. Employees who receive the EMR allowance are not eligible to be paid a First Aid allowance in addition to the EMR allowance, except in the circumstances set out in clause 78.12.

78.12. Employees employed at the commencement of this Agreement to whom Division B of the *Fire Rescue Victoria Operational Employees Interim Enterprise Agreement 2020* applied immediately prior to the commencement of this Agreement, and who received both the EMR and First Aid allowances at that time, will continue to receive both the EMR and First Aid allowances while they continue to hold both qualifications.

## **79. WORKING CONDITIONS AND HEALTH AND SAFETY**

79.1. 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 SCHEDULE 7 - FRV/UFU Occupational Health & Safety Agreement will apply to employees covered in Division 2 and Division 3 and will be complied with.

79.2. The parties agree to apply and to review the OHS agreement at SCHEDULE 7 - to ensure best practice arrangements and continuous improvement are afforded to Employees covered by this Agreement. Any changes as a result of such review will be by agreement only and will be processed in accordance with Clause 18 – Consultation.

## **80. RETURN TO WORK**

80.1. 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 6 - Return to Work.

### **80.2. Transfer on the grounds of health or fitness**

80.2.1. 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, FRV will, subject to agreement with FRV, 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.

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

### **80.3. Operational Support Group (OSG)**

80.3.1. To facilitate Return to Work for an ill or injured employee FRV 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 6 - Return to Work.

80.3.2. 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.

80.3.3. No such member of the OSG can be rostered for any of the positions referred to in the chart referred to in SCHEDULE 1 - Minimum Staffing Chart with the exception of the limited number of positions as previously agreed between the parties.

80.3.4. 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.

80.3.5. All OSG employees shall continue to receive the EMR allowance subject to employees maintaining their skills and being available to undertake EMR duties. FRV will provide the opportunity for such employees to maintain such skills.

80.3.6. Subject to this clause, FRV 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.

80.3.7. 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.

80.3.8. 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.

## **81. HEALTH AND SAFETY REPRESENTATIVES**

81.1. 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. FRV 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.

## **82. GAMBLING, DRUG AND ALCOHOL REHABILITATION**

82.1. 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 FRV's Employees Assistance Program within the life of this Agreement. This period can be extended by agreement.

82.2. This protocol will be developed and agreed by FRV/UFU Consultative Committee during the term of this Agreement.

82.3. 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 FRV.

82.4. 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.

82.5. The parties recognise the dangers of smoking to the health of all employees. FRV will take the following steps to encourage employees to give up smoking.

82.5.1. Provide access to counselling and assistance via the "QUIT" program of Anti Cancer Council to those employees who are desirous of stopping smoking.

## **83. TRANSITION TO RETIREMENT**

83.1. The parties agree to meet expeditiously to develop agreed parameters via consultation within two months from the certification of this Agreement for the purposes of transition to retirement arrangements.

83.2. 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.

83.3. The parties will develop implementation policies and parameters for **Payment of accrued but untaken personal leave in advance** incorporating but not limited to to the following:

83.3.1. To enable an employee with a non-work related illness or injury who has not exhausted their accrued entitlement to personal leave under clause 107 Personal Leave to apply for payment of accrued but untaken personal leave in advance and early discharge/retirement on medical grounds.

83.3.2. An employee who makes an application under clause 83.3.1 must provide FRV with evidence from a Registered Medical Practitioner of the employee's choice, that the employee is either:

- (i) unfit for all operational duties in FRV and is likely to continue to have no work capacity; or
- (ii) unfit to perform the inherent requirements of their substantive position and that the applicable medical limitations or restrictions are likely to be ongoing.

83.3.3. Subject to the employee satisfying the obligations under clauses 83.3.1 and 83.3.2, FRV will provide the employee with 21 days' notice of their discharge on medical grounds, subject to no conflict with the Workplace Injury Rehabilitation and Compensation Act 2013.

83.3.4. Where a notice of discharge on medical grounds is provided under clause 83.3.3 FRV will pay to the employee in a single payment upon termination of their employment:

- (i) the amount the employee would have been paid had they taken all of their accrued but untaken personal leave up to a maximum of 52 weeks, calculated at the employee's rate of pay at the date of termination; and
- (ii) recreation leave (and any leave loading if applicable) and long service leave entitlements that the employee would have been entitled to but for this clause, had they taken all of their accrued but untaken personal leave up to a maximum of 52 weeks.

83.3.5. FRV must make a superannuation contribution for the benefit of the employee at the rate set out in this Agreement for the period the employee would have been paid had they taken all of their accrued but untaken personal leave up to a maximum of 52 weeks.

83.3.6. The implementation arrangements will recognise the need to manage the process and policy having regard to the capacity of the FRV to facilitate such early discharge/retirement.

#### **84. REST PERIOD AFTER OVERTIME**

84.1. 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.

84.2. Any employee, 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.

84.3. In case of employees covered by this Agreement in the Division 3 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.

84.4. No employee shall work so much overtime that they work more than 18 hours consecutively, except by agreement between FRV, UFU and the employee concerned.

84.5. 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.

84.6. When professional / 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).

84.7. 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 minimized. 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.

84.8. The overriding principle is that unnecessary and/or non urgent duties/activities be rescheduled.

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

## **85. VICTORIAN FIREFIGHTER RECRUIT COURSE**

85.1. The parties have developed and implemented the Victorian Firefighter Recruit Course for all professional/career recruit firefighter training. Any alterations to this training course will be done in accordance with clause 18 Consultation.

85.2. All professional/career recruit firefighter training will be delivered at the Victorian Emergency Management Training College (VEMTC) in Craigieburn or at an agreed and approved FRV training facility as agreed pursuant to clause 18 - Consultation.

85.3. All recruit firefighter courses will have a minimum of 12 instructors per course comprised of the following:

- 1 coordinator
- 1 assistant coordinator
- 10 professional instructors

85.4. FRV will aim to provide equal numbers of Division 2 and Division 3 professional instructors on each course (i.e. 5 Division 2 and 5 Division 3 per course). Where this cannot be achieved there must be a minimum of 3 Division 3 professional instructors per course.

85.5. The coordinator and assistant coordinator will be alternated equally between Division 2 and Division 3 Instructors across all recruit firefighter courses delivered.

85.6. Conditions of employment for all recruit coordinators, assistant coordinators and professional instructors will be standardised, without any disadvantage.

85.7. Recruits undertaking the Victorian Firefighter Recruit Course will be allocated as either a Division 2 Recruit Firefighter or a Division 3 Recruit Firefighter prior to commencement of the recruit course in accordance with their offer of employment in accordance with the following:

85.7.1. Recruits allocated as a Division 2 Recruit Firefighter shall be stationed within the Metropolitan Fire District; and

85.7.2. Recruits allocated as a Division 3 Recruit Firefighter shall be stationed outside of the Metropolitan Fire District.

85.7.3. A Recruit, depending on personal circumstances, may make a further application to be stationed within the geographical location as specified in clause 85.7.1 or clause 85.7.2. Such application will be determined on a case by case basis.

85.8. The numbers allocated as either Division 2 Recruit Firefighters or Division 3 Recruit Firefighters will be relative to attrition levels in each stream 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 the necessary minimum staffing clause 158 of Division 2 and clause 193 of Division 3.

85.9. Each recruit course will deliver agreed curriculum to all candidates as developed and in accordance with Clause 18 Consultation.

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

85.11. The Parties have agreed for reasons including employee health, safety and welfare and obligations to provide safe training standards, to develop an additional two training facilities to provide necessary additional training capacity subject to government funding being received by FRV. The development of training facilities is subject to Clause 18 – Consultation. For the avoidance of doubt, the two training facilities for development are in addition to VEMTC Craigieburn and Burnley.

## **86. WATER FOR TRAINING**

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

## **87. COMMUNITY SAFETY**

87.1. 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 clause 18 - Consultation.

## **89A WORKCOVER CLAIMS OFFICER**

89A.1 FRV and UFU agree to establishing a dedicated position, which will be known as a WorkCover Claims Officer, in accordance with clause 18 - Consultation.

89A.2 The WorkCover Claims Officer will support the management of WorkCover claims and participate in case management for employees who are covered by this Agreement with active WorkCover claims.

89A.3 The WorkCover Claims Officer will derive from members of the Operational Support Group. FRV will provide the WorkCover Claims Officer with reasonable resources and agreed training to undertake the role.

## **89B WATER TANKERS**

89B.1 FRV and UFU agree to establish a Water Tanker Working Party within 3 months from the commencement of this Agreement in accordance with clause 18 - Consultation.

89B.2 This Working Party will determine the need for Water Tankers to be reinstated in the response areas covered by all FRV Division 2 and Division 3 stations to ensure FRV personnel can access terrain and conduct early firefighting intervention.

## **88. SPECIALIST COURSES**

88.1. The parties agree that the selection process for selecting personnel for specialist courses will be transparent and equitable. The determination of participants will have regard to the following three factors: need, time served and merit.

## **89. SKILLS MAINTENANCE FOR DAY WORKERS**

89.1. Any Division 2 Firefighter and Division 3 Firefighter (except Division 2 ACFO's and Division 3 ACFO's) rostered on other than a 10/14 roster (or 12/12 roster in the case of Division 2 and Division 3 FSCC's) will be required to work at least 1 on-shift roster per annum at a fire station (or relevant workplace for Division 2 and Division 3 FSCC's) 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.

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

## **90. EMPLOYEE SUPPORT PROGRAMS**

90.1. FRV 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 FRV 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 FRV'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 are agreed between the UFU and FRV and 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.

90.2. FRV acknowledges the requirement of its employees to be encouraged in their endeavours to develop a rewarding and satisfying career.

**A5 - WORKPLACES, UNIFORMS, EQUIPMENT AND APPLIANCES**

**91. EWP CHECKS**



91.1. FRV will ensure that a process is in place whereby elevated work platform (EWP) checks are in place at the commencement of each shift for all aerial appliances.

## **92. EMAIL ACCESS**

92.1. FRV will continue to ensure all employees who so wish have access to their FRV email outside of working hours.

92.2. FRV will also ensure all employees have an email address and access to their email at their work location during working hours.

92.3. FRV will ensure that all emails sent and received are secure.

92.4. FRV will provide payslips to all staff covered by this Agreement via email.

92.5. In recognition of health and safety, FRV 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.

## **93. SURVEILLANCE/MONITORING**

93.1. Surveillance or monitoring of employees or the surveillance or monitoring of any FRV 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 FRV 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.

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

93.3. All FRV 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.

93.4. 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.

## **94. AMENITIES**

- 94.1. FRV 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.
- 94.2. 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.
- 94.3. A notice board will be provided in each workplace for posting of Union notices.
- 94.4. 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.
- 94.5. FRV will supply and launder all bed linen.
- 94.6. FRV will ensure each FRV work location/station has Wifi internet connection and all employees at that work location/station will have access to such Wifi internet connection. All employees utilising FRV Wifi internet connection must comply with the relevant FRV Internet Policy that has been agreed in accordance with clause 18 – Consultation.
- 94.7. Where FRV 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.

## **95. INFRASTRUCTURE**

- 95.1. The parties acknowledge that infrastructure design agreements were agreed as between:
- 95.1.1. The Union and the MFB (**Division 2 Infrastructure Agreement**); and
- 95.1.2. The Union and the CFA (**Division 3 Infrastructure Agreement**).
- 95.2. FRV and Union agree to abide by the applicable Infrastructure Agreement in all matters associated with work location infrastructure, including but not limited to, design, modification and construction.
- 95.3. The Division 2 Infrastructure Agreement and Division 3 Infrastructure Agreement each replace the respective Integrated Fire Station Design Guidelines 2004 as agreed between the Union and the MFB and the Union and the CFA. Agreed copies of the Division 2 Infrastructure Agreement and the Division 3 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. Each Infrastructure Agreement is incorporated as a part of this Agreement.

95.4. The Division 2 Infrastructure Agreement shall apply to existing infrastructure which is the Duty Station/Work Location for one or more employees of FRV and which was controlled, owned or leased by the MFB immediately prior to the Establishment Date.

95.5. The Division 3 Infrastructure Agreement shall apply to existing infrastructure which is the Duty Station/Work Location for one or more employees of FRV and which was controlled, owned or leased by the CFA immediately prior to the Establishment Date.

95.6. The parties will agree to modify each of the Division 2 Infrastructure Agreement and Division 3 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 Agreements for work locations other than fire stations standards shall be equivalent and comparable to the level of facility as provided for fire stations.

95.7. The applicable Infrastructure Agreement may only be varied or departed from where there is agreement between FRV and the UFU.

95.8. FRV and UFU have agreed to a common schematic for harmonised FRV station design guidelines and agree to vary the current Infrastructure Agreements to reflect the agreed schematic design within 6 months of commencement of this Agreement. Any agreed variation to either Infrastructure Agreements document will be treated as an Agreement variation and the parties will apply to FWC to have such variation inserted and the Agreement varied.

95.9. New work locations

95.9.1. FRV will adhere to and apply the applicable 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 FRV and the UFU.

95.9.2. The identification of the applicable Infrastructure Agreement is to be the subject of consultation and agreement between FRV and UFU.

95.9.3. FRV will adhere to and apply the applicable 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 FRV and the UFU.

95.9.4. 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.

95.9.5. No new co-located work locations shall be built after the date of certification of this Agreement, except as agreed between FRV and the UFU.

#### 95.10. Existing Work Locations

95.10.1. FRV will adhere to and apply the applicable Infrastructure Agreement for the design and specifications of any modifications to any work location/station, except as agreed between FRV and the UFU.

95.10.2. Within the first 12 months of this Agreement, FRV and the UFU will jointly review the amenities available at current work locations/stations and assess them against the applicable Infrastructure Agreement.

95.10.3. Any modifications to existing work locations will be in accordance with the applicable Infrastructure Agreement, except as agreed between FRV and the UFU.

95.10.4. FRV will use its best endeavours to modify existing work locations/stations so that they conform with the applicable Infrastructure Agreement. Any modifications will be by agreement between FRV and the UFU and will be completed during the life of this Agreement.

95.10.5. 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 FRV will replace all such items.

95.11. FRV 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.

95.12. Where employees are required to stay or sleep in temporary accommodation, an allowance in accordance with sub-clause 95.14.2 shall be paid.

95.13. The parties recognise the increased risk to the safety and security of employees and the general public including the increased threat of terrorism. FRV will ensure safe and secure work locations and access to the work location will be determined via consultation to ensure that swipe access or keys for stations and other work locations are regulated. The Lockup Arrangements as set out in SCHEDULE 39 - Lockup Arrangements will be applied in all existing and future facilities.

95.14. No employee will be relocated or directed to relocate into temporary premises prior to there being agreement reached between FRV and the UFU as to:

95.14.1. any necessary temporary facilities and amenities;

95.14.2. an allowance of no less than \$5.50 per attended day shift and \$7.15 per attended night shift

95.15. 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.

95.16. Where a permanent relocation occurs, employees will be paid an allowance of no less than \$1,932.94.

95.16.1. This allowance will be paid on the following basis:

95.16.1.1. an allowance of \$1,932.94 for the first 30 minutes of additional total daily travel time required or 30 kilometres additional daily distance or part thereof;

95.16.1.2. a further equivalent allowance of \$1,932.94 for each additional 30 minutes or 30 kilometres or part thereof.

95.16.1.3. 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.

## 96. ROSTERING ARRANGEMENTS & PROCEDURES

### 96.1. Provision of Rosters

96.1.1. FRV will provide electronic copies to the UFU of all rosters at the time of promulgation to employees.

### 96.2. Transfer Grievance Committee

96.2.1. This Committee shall hear and determine any transfer grievance brought before it by any employee covered by Part B of Division 2 or Part B of Division 3 who believes he/she has been unfairly treated because of a transfer.

96.2.2. The Committee shall also hear and determine any transfer grievance brought before it by any employee covered by Part

B of Division 2 or Part B of Division 3 regarding any decision to reject a mutual transfer/roster change.

96.2.3. The Committee will consist of two employer and two employee representatives (UFU) with a FRV delegate in a bipartisan consultative capacity.

96.2.4. Any transfer grievance must be notified to the Division 2 or Division 3 Commander, Emergency Response via email within two days of the transferee being notified of the roster change to which the transfer grievance relates. This notification to the Division 2 or Division 3 Commander, Emergency Response must detail all reasons for the transfer grievance.

96.2.5. The Division 2 or Division 3 Commander, Emergency Response who receives the notification will forward this information to all members of the Transfer Grievance Committee with possible hearing dates.

96.2.6. The committee shall endeavour to meet seven days prior to the change of roster to which the transfer grievance relates, and will provide the transferee with reasonable notice of the meeting date.

96.2.7. The outcome of the Committee meeting shall not prejudice in any way the transferee's ability to appeal to other areas.

96.2.8. 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.

### 96.3. Review of Rostering Arrangements & Procedures

96.3.1. The parties agree to review the Rostering Arrangements & Procedures contained within Division 2 and Division 3 of this Agreement with a view to harmonising Rostering Arrangements & Procedures between Divisions.

96.3.2. Such review will occur within 12 months from the date of approval of this Agreement.

96.3.3. Such review will be undertaken by a Working Party that will provide recommendations to the Rostering Sub-Committee in accordance with Clause 18 – Consultation of this Agreement.

**A6 - WAGES, ALLOWANCES AND REMUNERATION**

**97. WAGE INCREASES [QUANTUM NOT AGREED]**

97.1. 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 October 2022	12.1% increase
1 April 2023	3.1% increase
1 October 2023	2.6% increase
1 April 2024	2%
1 October 2024	1.6% increase
1 April 2025	3%
1 October 2025	1.5%

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

**98. RELATIVITIES**

98.1. The parties have agreed on relativities for the classifications and paypoints referred to in this Agreement, including new relativities for Employees who have served at the substantive classification of Station Officer or Senior Station Officer for five years. These agreed relativities are set out in Clause 177 – Wages (Division 2) and Clause 215 – Wages (Division 3).

**99. SALARY PACKAGING**

99.1. 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.

99.2. Employees covered by this Agreement shall be entitled to salary sacrifice up to 50% of their wages including any overtime payments.

99.3. Employee payments on termination shall be based on their Superable Salary.

## 100. SUPERANNUATION

100.1. All employees covered by this Agreement are deemed to be operational for the purposes of membership of Emergency Services Defined Benefits Scheme (ESDB Scheme). FRV 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.

100.2. 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:

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

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

100.2.3. Increase of benefits for spouses or dependent children.

100.2.4. Reduction of Taxation implications.

100.2.5. More entitlements for retirees.

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

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

100.2.8. The implications of changed community standards and the increase in the Superannuation Contribution Guarantee from 9% on July 2013 to 12%.

100.2.9. A technical fix to an issue concerning members who have reached their maximum benefit multiple and have attained age 65.

100.2.10. Introduction of retrospective disability claims.

100.2.11. Changes to temporary disability pensions rules.

100.2.12. Introduction of a transition to retirement pension.

100.2.13. Increased employer contributions to the ESSS accumulation fund.

100.2.14. Increased recognition of service while on unpaid maternity leave; and

100.2.15. Increased death and disability benefits.



100.2.16. Removal of legislative provisions that penalise employees exiting the fund prior to age 50.

100.2.17. Ability for moving defined benefit amount to an accumulation fund after reaching the maximum multiplier.

100.2.18. Retrospective application or compensation re family law issues.

100.2.19. Other changes as agreed by the Superannuation Equity and Fairness Committee.

100.2.20. The committee may comprise, in addition to FRV and UFU, relevant stakeholders including representatives from other emergency services and unions and Government. There shall be equal representation between FRV and the unions.

100.3. 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.

## **101. PAYMENT OF OVERTIME**

101.1. The parties agree that FRV 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.

101.2. FRV acknowledges that there have been delays in administering the payment of approved overtime in a timely manner. The Parties agree to refer the problem to the Consultative Committee for consideration and resolution. In absence of any resolution, the matter may be referred to the FWC for conciliation and arbitration in accordance with Clause 24 – Dispute Resolution.

101.3. For the avoidance of doubt, the Parties agree that clause 101.2 does not affect the rights of the UFU to make application for breach of this Agreement. Both Parties reserve all rights to make any submissions with respect to penalties for breach of Agreement in the event such application is made.

## **102. CHILDCARE**

102.1. 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, FRV must

reimburse the employee upon production of appropriate documentation of the childcare expense incurred.

### **103. JOURNEY ACCIDENT COVER**

103.1. FRV shall provide all employees covered by this Agreement with Journey Accident Insurance to and from work to ensure that:

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

103.1.2. all medical expenses are met.

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

103.3. FRV will meet the cost of any damage to an employee's vehicle equal to any excess payment the employee is required to make under their own comprehensive vehicle insurance, where the damage is incurred whilst the employee is using the vehicle for, or in connection with, approved work purposes including coming to and from work.

103.4. Other claims related to additional incidental costs will be considered on a case by case basis by the Consultative Committee.

103.4.1. 'Vehicle' for the purpose of this clause includes a car (including a motor car, station wagon, van, utility truck or similar vehicle), motorcycle or bicycle, but does not include a boat, caravan, trailer or any other item towed by a vehicle.

### **104.ALLOWANCES AND REIMBURSEMENTS GENERAL [QUANTUM NOT AGREED]**

104.1. The monetary amounts of the allowances provided for in this Division set out in SCHEDULE 4 - Division 1 Allowance shall be paid in accordance with Australian Tax Office legislation. However, in the case where an Employee received less than the net amount stipulated in SCHEDULE 4 - Division 1 Allowances 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.

104.2. All allowances will increase by 25.9% from the date of commencement of this Agreement.

104.3. In accordance with existing practice the parties agree that any claim for additional allowance, new allowance, or increase to an existing allowance, 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).

104.4. The methods of payments for individual allowances will continue as per the custom and practice for payments of allowances. Any changes to methods of payments, including implementation of any such changes, shall only occur by agreement between UFU and FRV in accordance with Clause 18 – Consultation.

#### 104.5. Meal Allowance

104.5.1. An employee is entitled to a meal allowance where specified shall receive an allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

104.5.2. 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 FRV provides a suitable meal.

104.5.3. If a call back for a Division 3 Practical Area Drill employee exceeds four hours, a meal allowance for each meal shall be paid except when FRV provides a meal.

104.5.3.1. When recalled for duty an Employee shall be paid a meal allowance on the following basis:

104.5.3.1.1. 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.

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

104.5.4. An employee retained on duty within the meaning of clause 174.5 for Division 2 Employees or clause 212.5 for Division 3 Employees 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.

104.5.5. Where an Employee's normal meal break is delayed for a period exceeding 30 minutes, except for reasons specified in clause 104.5.6 without two hours prior notice, the employee shall be paid a meal allowance.

104.5.6. 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.

104.5.7. An Employee entitled to a meal allowance other than those specified in the Division 3 Personal Expenses and Accommodation Agreement at SCHEDULE 29 - shall receive an allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

**104.6. Spoilt Meal Allowance**

104.6.1. An employee whose meal is interrupted because of response to an emergency call shall receive an allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

**104.7. Motor Vehicle / Kilometre Allowance**

104.7.1. Employees entitled to a mileage or motor vehicle allowance in this Agreement will receive a Motor Vehicle / Kilometre allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

**104.8. Tollway Reimbursement**

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

**104.9. Driving licence fee reimbursement**

104.9.1. All Employees shall be reimbursed their driving licence fee.

**104.10. First Aid Allowance**

104.10.1. A holder of a current recognised first aid certificate shall receive an allowance in accordance with SCHEDULE 4 - Division 1 Allowances. With respect to Division 3 employees employed as at the commencement of this Agreement, this allowance is separate and independent from the EMR Allowance.

**104.11. Representation Reimbursement**

104.11.1. FRV 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 for the life of the Agreement at \$5,300 unless FRV approves a higher amount. This clause does not apply to representative costs incurred by an employee in relation to an action by or on behalf of any employee against FRV.

**104.12. Language Allowance**

104.12.1. Where Employees who are qualified as per sub-clause 104.12.2, 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 - ALLOWANCES. This allowance shall be paid fortnightly in addition to the salary or wage.

104.12.2. 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.

#### 104.13. Long Hours Assistance

104.13.1. Where an Employee considers it is not safe for them to drive after they have finished working, FRV will:

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

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

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

#### 104.14. After Hours Allowances

##### 104.14.1. Availability Allowance

104.14.1.1. All extra claims or change regarding on call arrangements, including rosters, must be subject to the consultation process in clause 18.

104.14.1.2. 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 - Division 1 Allowances to be counted for all purposes. In the case of employees covered by Part C of Division 2 and Part C of Division 3 of this Agreement, the allowance shall be paid in accordance with SCHEDULE 4 - Division 1 Allowances regardless of the roster they are working. For the avoidance of doubt, Employees working in the State Fire Investigation Unit and required to be available or notify that they are available after working hours to undertake Fire Investigation and Analysis shall receive this allowance.

104.14.1.3. In the event of an employee covered by sub-clause 104.14.1.2 being required to attend an operational incident, the time back on duty will be counted as part of their average hours per week.

#### 104.14.2. After Hours Disturbance Allowance

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

104.14.2.2. Any Employee who is contacted about any work related matter by an employee, or representative of FRV at a time not specified in sub-clause 104.14.2.1 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 FRV an after hours disturbance allowance of an amount equivalent to:

104.14.2.2.1. 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).

#### 104.15. Temporary Work Location Allowance

104.15.1. 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 - Division 1 Allowances for all such time worked.

#### 104.16. Payment of Allowances

104.16.1. FRV 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 three weeks from when the work was performed or expense was incurred.

## A7 - TYPES OF LEAVE

### 105. INTERACTION WITH NATIONAL EMPLOYMENT STANDARDS

105.1. It is intended that the provisions in this Agreement relating to leave will supplement any rights any employee has under the National Employment Standards.

105.2. For the purposes of the NES a shift worker is an employee:

- a) 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

b) who is regularly rostered to work on Sunday and public holidays.

## **106. IMMEDIATE FAMILY OR HOUSEHOLD**

106.1. For the purpose of this Agreement, including clause 129.2 - Definitions, the term "spouse" includes domestic partners of the same sex.

106.2. The entitlement to carer's or Compassionate leave is subject to the person in respect of whom the leave is taken being either:

106.2.1. a member of the employee's immediate family; or

106.2.2. a member of the employee's household.

106.3. The term immediate family includes:

106.3.1. spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee; and

106.3.2. 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.

106.4. 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.

## **107. PERSONAL LEAVE**

107.1. Amount of paid personal leave

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

107.1.1.1. personal illness or injury (sick leave); or

107.1.1.2. 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

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

107.1.2. The amount of additional personal leave to which an employee is entitled depends on how long he or she has worked for FRV and accrues as follows:

107.1.2.1. Employees who work 42 hours per week as per clause 144 of Division 1, clause 159 of Division 2 and clauses 205, 207, 208, 218.8 of Division 3.

107.1.2.2. Employees who work 38 hours per week as per clause 182 of

Length of time worked for FRV	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

Division 2 and clauses 220, 236, 246 and 259 of Division 3.

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

107.1.2.3. 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.

107.1.3. Any unused personal leave will accrue each year.

107.1.4. In light of past problems with systems, FRV will not seek any form of leave evidence for employees where the leave has occurred, 5 weeks has passed and FRV forms a view that evidence is required or was not provided.

## 108. SICK LEAVE

### 108.1. Definition

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

### 108.2. Entitlement

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

108.2.1. Employees who work an average 42 hours per week



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

108.2.2. Employees who work 38 hours per week

Length of time worked for FRV	Sick leave days
On commencement	15
On completion of one years' service and each year of service thereafter	15

108.3. 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

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

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

108.3.3. 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.

108.4. Notice

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

The notice must include:

108.4.1. The nature of the injury or illness (if known); and

108.4.2. How long the employee expects to be away from work.

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

#### **108.5. Evidence supporting claim**

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

108.5.2. 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 FRV may grant such leave without requiring evidence.

108.5.3. 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.

#### **108.6. 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.

#### **108.7. 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.

#### **108.8. 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 116 - Public Holidays, shall not be regarded as part of the leave.

**108.9. 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.

**108.10. 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.

**109. CARER'S LEAVE**

**109.1. Paid leave entitlement**

An employee is entitled to use their personal leave (including but not limited to sick leave) each year 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.

**109.2. Notice required**

109.2.1. 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.

109.2.2. The notice must include:

109.2.2.1. The relationship to the employee of the person requiring care and support.

109.2.2.2. The reasons for taking such leave; and

109.2.2.3. The estimated length of absence.

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

109.2.4. To avoid doubt, notice may be given for a person who requires care and

support for an ongoing and/or intermittent basis.

### **109.3. Evidence supporting claim**

109.3.1. 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 year.

109.3.2. 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.

### **109.4. Unpaid leave**

109.4.1. An employee may take unpaid carer's leave for a single continuous period or for any separate periods.

109.4.2. 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.

### **109.5. 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 FRV.

## **110. COMPASSIONATE LEAVE**

110.1. 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.

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

110.3. 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 sub-clause 108.2. 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.

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

110.5. Additional unpaid Compassionate leave may be granted by agreement between FRV and the employee concerned.

## **111. PRESSING NECESSITY LEAVE**

111.1. 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 his or her immediate family or household or in any other case where in the opinion of FRV special circumstances exist.

111.2. Where in circumstances or in respect of a period not provided for in sub-clause 111.1 FRV is satisfied that, on account of pressing necessity, leave should be granted to an employee FRV shall grant such leave on full pay.

111.3. 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.

## **112. CULTURAL & CEREMONIAL LEAVE**

112.1. 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.

112.2. 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.

## **113. FAMILY VIOLENCE**

### **113.1. General Principle**

That FRV recognises that employees sometimes face situations of violence or abuse

in their personal life that may affect their attendance or performance at work. Therefore, FRV is committed to providing support to staff that experience family violence.

### 113.2. Definition of Family Violence

FRV 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.

### 113.3. General Measures

113.3.1. 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.

113.3.2. 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.

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

113.3.4. FRV will identify a contact agreed to with the UFU in human resources, union delegate 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. FRV will advertise the name of the contact.

113.3.5. An employee experiencing family violence may raise the issue with their immediate supervisor, their union delegate/shop steward or the consolidated service contact point (as per sub clause 113.3.4).

113.3.6. 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 113.4 and 113.5.

113.3.7. FRV 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.

### 113.4. Leave

113.4.1. 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.

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

### 113.5. Individual Support

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

113.5.1.1. appropriate changes to work arrangements and location in accordance with this Agreement and/or

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

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

113.5.3. An employee that discloses to the consolidated service contact point or their supervisor that they are experiencing family violence will be given a resource pack of information of current support and referral services.

113.6. 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:

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

### 114. ACCIDENT PAY

114.1. 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.

114.2. The period of 104 weeks may be extended by agreement between the parties, depending on circumstances on a case by case basis.

114.3. During this period, employees will be paid all allowances and entitlements which they would have been paid had the injury or illness not occurred.

## **115. SPECIAL SICK LEAVE**

115.1. Where FRV is satisfied that an injury or illness of an employee with at least six months' service is directly attributable to or is aggravated by his or her service in an armed conflict with the Defence Forces of the Commonwealth of Australia or other Defences Forces as agreed between FRV and UFU, such employee may, apart from any sick leave which may be standing to his or her 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 leave shall be cumulative, provided that the total of such accumulated leave standing to his or her credit shall not at any time exceed 100 shifts for shift workers or 100 days for day workers (whichever is the greater).

115.2. 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, viz., six months on full pay and three months on half pay. Any leave so granted in excess of the amount standing to his or her credit shall not be regarded as a debit against the employee. On his or her resumption of duty, such employee shall be entitled to a total initial credit of not less than sixteen days on full pay and sixteen days on half pay.

115.3. Upon report by 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, FRV 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.

## **116. PUBLIC HOLIDAYS/RECOGNISED DAYS**

116.1. Employees other than on shift employees shall be entitled to the following public holidays without deduction of pay:

116.1.1. 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.



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

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

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

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

116.1.6. 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.

116.1.7. An employee by agreement with FRV may substitute another day for any public holiday prescribed in this clause.

116.2. Employees who agree to be rostered and working on the above days (including being rostered onto Special Rosters under clauses 183 of Division 2 and 221 of Division 3), inclusive of Recruit to Commander classifications, will receive 10 hours accrued leave or double time at the employees election.

116.3. 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.

## **117. LONG SERVICE LEAVE**

117.1. An employee accrues long service leave in accordance with the FRV Act and/or Recognised Service within the meaning of clause 117.3. An employee is entitled to take pro rata long service leave after 7 years' service and/or Recognised Service.

117.2. The parties agree that, if there is a change to the FRV Act that results in any reduction to the entitlement to long service leave for any Employee, the Parties will discuss the matter via Clause 18 – Consultation. In the interim, the parties agree that the entitlement to long service leave as it existed prior to any reduction shall continue to apply.

117.3. Meaning of Recognised Service

117.3.1. For the purposes of this clause, the following will be Recognised Service:

117.3.1.1. Any service with a State, Commonwealth or Territory of Australia Government Department or Public Service authority including but not limited to the Australian Defence Force; or

117.3.1.2. Any service with a public entity under the *Public Administration Act 2004* (Vic); or

117.3.1.3. Any service with a local governing body that is established by or under a law of Victoria.

117.3.2. In addition to the above, for the purpose of this clause the employer may treat as Recognised Service any service with:

117.3.2.1. A local governing body of the Commonwealth, a State other than Victoria or a Territory of Australia;

117.3.2.2. Any other body as agreed through Consultation under clause 18;

117.3.2.3. Any authority, whether incorporated or not, that is constituted by or under a law of a State, the Commonwealth or Territory of Australia and for a public purpose.

117.3.3. Recognised Service does not include:

117.3.3.1. A period of service which preceded a continuous gap in approved Recognised Service of greater than twelve months other than:

117.3.3.2. An absence of three years or less in the nature of retirement occasioned by disability; or

117.3.3.3. An absence of two years or less which in the opinion of the Employer was caused by special circumstances; or

117.3.3.4. An absence from duty on unpaid parental leave occurring before 1 January 2019; or

117.3.3.5. An absence from duty on unpaid parental leave in excess of 52 weeks and occurring on or after 1 January 2019; or

117.3.3.6. A period of service, except to the extent (if any) authorised by the Employer, during any other absence on leave without pay not including periods of service during which an employee is in receipt of weekly

payments of compensation under the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) or any corresponding previous enactment; or

117.3.3.7. A period of service which followed the date on which a pension under the State Superannuation Act 1988 (Vic) (or similar provision applying to Employees on the staff of a declared authority) became payable by reason of retirement on the ground of disability, other than a period not exceeding twelve months during which a pension under section 83A(1) of that Act (or similar provision applying to Employees of a declared authority) was paid; or

117.3.3.8. A period of service from which the Employee was dismissed for disciplinary reasons; or

117.3.3.9. A period of service that would otherwise be Recognised Service if that service was carried out by an employee whose employment commenced with FRV before 1 July 2020.

117.3.4. Employees who are outside of the timeframe specified in clause 117.3.3.9 will be dealt with on a case by case basis.

117.4. Subject to the provisions of the *Fire Rescue Victoria Act 1958 (Vic)*, an Employee is not entitled to long service leave (or payment for long service leave):

117.4.1. For a period of service for which a different employer or previous employer was obliged to grant long service leave (or payment for long service leave) to the Employee; or

117.4.2. Where the Employee has received long service leave (or payment in respect of long service leave) from a different employer or previous employer).

117.5. For the avoidance of doubt, clause 117.4 does not affect any Long Service Leave entitlements accrued by employees who transferred from CFA or MFB to FRV under the Firefighters' Presumptive Rights Compensation and Fire Services Legislation Amendment (Reform) Act 2019.

117.6. 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 Commissioner. 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.

117.7. 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.)

117.8. 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.

117.9. The parties agree that to facilitate work life balance, that via the attendance management committee, the current practice of allowing employees to access up to 4 days per year of their long service leave entitlement as individual days will continue.

117.10. 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 sub-clause 117.11 exists.

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

117.11.1. Division 2 and Division 3 Firefighters and Leading Firefighters - 10  
Division 2 and 10 Division 3 per shift

117.11.2. Division 2 and Division 3 Officers (SO, SSO) - 5 Division 2 and 5  
Division 3 per shift

117.11.3. Division 2 and Division 3 Commanders - 2 Division 2 and 2 Division  
3per shift

117.11.4. Division 2 ACFO's and Division 3 ACFOs- 1 Division 2 and 1 Division  
3per shift

117.11.5. Division 2 and Division 3 FSCC's – 2 Division 2 and 2 Division 3 per  
shift

117.11.6. Additional days may be considered based on personal circumstances  
on a case by case basis.

117.11.7. The above entitlement should not be used as a precedent for any  
diminishment or abolishment of long service leave entitlement.

117.12. 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 24.

## **118. ACCRUED LEAVE**

118.1. 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.

118.2. 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 sub-clause 118.3 exists.

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

118.3.1. Division 2 and Division 3 Firefighters (Level 1 through to Leading) - 10  
Division 2 and 10 Division 3 per shift

118.3.2. Division 2 and Division 3 Officers (SO, SSO) – 5 Division 2 and 5 Division 3  
per shift

118.3.3. Division 2 and Division 3 FSCC's – 2 Division 2 and 2 Division 3 per shift

118.3.4. Division 2 and Division 3 Commanders - 2 Division 2 and 2 Division 3 per  
shift

118.3.5. Division 2 ACFO's and Division 3 ACFOs- 1 Division 2 and 1 Division 3 per  
shift

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

## **119. WORKING & SICK LEAVE WHILE ON OTHER LEAVE**

119.1. No employee covered by this Agreement will be allowed to work for FRV during any period of Recreation/Annual leave including long service leave except in circumstances which have been agreed between the employee, the UFU and FRV 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 FRV 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 recredited the leave and be paid recall provisions or the leave shall be treated as having been suspended and work performed on recall.

119.2. 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.

119.3. 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 by the period of time he/she is on Sick Leave.

119.4. 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.

119.5. This clause applies in addition to any NES entitlement.

## **120. INDUSTRIAL TRAINING AND UNION LEAVE**

120.1. 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.

120.2. 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.

120.3. In recognition of FRV'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 FRV. Leave will also be granted with less than two weeks' notice, provided there is no serious operational impact that cannot be remedied with recall.

120.4. 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.

120.5. 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.

120.6. Leave under the provisions of clause 120.1 is in addition to leave under provisions of clause 120.4.

## **121. STUDY LEAVE**

121.1. Study leave with pay shall be approved for employees undertaking courses of study approved by FRV. Such approval shall not be unreasonably withheld.

121.2. Leave without pay in addition to the paid study leave may be granted to employees upon application to FRV.

121.3. FRV 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.

121.4. Reimbursement of the costs of such courses including fees and books shall be met by FRV on successful completion of each module/subject.

121.5. At all times leave is subject to work requirements and determined on that basis. Leave once granted cannot be revoked.

121.6. No employee may be directed to interrupt study leave once granted to perform work for FRV during their period of study leave.

## **122. DEFENCE FORCE LEAVE**

122.1. 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 Reserve Training Days, and any additional days a year for the same purpose on the certification of the Commanding Officer (or O5 equivalent) of the particular service unit concerned that such additional days are required.

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

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

### **123. ANZAC DAY LEAVE**

123.1. 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.

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

123.3. 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.

### **124. JURY SERVICE**

124.1. An employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by FRV an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.

124.2. An employee shall notify his or her employer as soon as possible of the date upon which he or she is required to attend for jury service. Further the employee shall give his or her employer proof of his or her attendance, the duration of such attendance and the amount received in respect of such jury service.

### **125. BLOOD DONATION LEAVE**

125.1. An employee who is not working an on shift roster (i.e. special duties) 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.

### **126. PAYMENT FOR ATTENDING INTERVIEWS/APPEALS**

126.1. 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:

126.1.1. 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;



126.1.2. be provided with an FRV 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 17 - Allowances for Division 2 employees and SCHEDULE 29 - Allowance, Personal Expenses and Accommodation for Division 3 employees 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

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

126.2. An employee shall not be required to attend any interview (or other selection component) for any FRV 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.

## **127. COMMUNITY SERVICE LEAVE**

127.1. FRV 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):

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

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

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

## **128. LEAVE WITHOUT PAY**

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

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

128.3. Notwithstanding the above, leave without pay will be approved by FRV 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. FRV will ensure that this is treated confidentially and will be given to an approved person within FRV as agreed between FRV and UFU.

## 129. PARENTAL LEAVE

129.1. The provisions set out below at the time of making the Agreement shall be the minimum entitlement for paid Parental Leave. Employees are entitled to parental leave if:

129.1.1. The leave is associated with:

129.1.1.1. The birth of a child of the employee or the employee's Spouse; or

129.1.1.2. The placement of a children with the employee for adoption; and

129.1.2. The employee has or will have a responsibility for the care of the child.

## 129.2. Definitions

129.2.1. **Child** means a child of the employee under school age 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.

129.2.2. **Spouse** means a de facto spouse, former spouse or former de facto spouse.

129.2.3. **Primary Caregiver** means the person who is the primary carer of a child. The primary carer is the person who meets the child's physical needs more than anyone else. Only one person can be a child's primary carer on a particular day. In most cases the primary caregiver will be the birth mother of a newborn or the initial primary carer of a newly adopted child.

129.2.4. **Secondary Caregiver** means a person who has parental responsibility for the child but is not the primary caregiver.

## 129.3. Summary of Parental Leave Entitlements

129.3.1. Parental leave entitlements in this clause are summarised in the following table:

Type of Leave	Paid Leave	Unpaid Leave	Total
<b>Primary caregiver</b>			
More than 6 months service	14 weeks	Up to 90 weeks	104 weeks
Less than 6 months service	0	Up to 104 weeks	104 weeks
<b>Secondary caregiver</b>			
More than 6 months service	4 weeks	Up to 100 weeks	104 weeks
Less than 6 months service	0	Up to 104 weeks	104 weeks
<b>Pre-Natal Leave</b>			
Pregnant employee	38 hours		
Spouse	7.6 hours		
<b>Permanent Care leave</b>			
More than 6 months service	14 weeks	Up to 90 weeks	104 weeks
Less than 6 months service	0	Up to 104 weeks	104 weeks
<b>Grandparent Leave</b>			
	0	Up to 104 weeks	104 weeks

**129.4. Basic entitlement**

129.4.1. After six months' continuous service, employees are entitled to up to 104 weeks of paid and unpaid parental leave in relation to the birth or adoption of their child, up to 9 weeks of which may be taken concurrently.

129.4.2. An employee who does not satisfy the qualifying service requirement shall be entitled to up to 104 weeks of unpaid parental leave.

**129.5. Parental Leave Primary Caregiver**

129.5.1. An employee who is the primary caregiver of a child is entitled to up to 104 weeks of paid and unpaid leave in relation to the birth or adoption of a child comprising 14 weeks of paid leave and 90 weeks of unpaid leave.

129.5.2. An employee may commence parental leave at any time within 14 weeks immediately prior to the expected date of the birth.

129.5.3. Where an employee continues to work within a 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, FRV may require the employee to provide a medical certificate stating that the employee is fit to work on their normal duties.

**129.6. Parental Leave Secondary Caregiver**

129.6.1. An employee who is the secondary caregiver of a child is entitled to up to 104 weeks of paid and unpaid leave in relation to the birth or adoption of a child comprising 4 weeks of paid leave and 100 weeks of unpaid leave (paid and/or unpaid).

#### **129.7. Concurrent Leave**

129.7.1. Parental leave is to be available to only one parent at a time except that both parents may concurrently take up to nine weeks' leave. Concurrent leave may commence three weeks prior to the expected date of birth of the child or the time of placement in the case of adoption. Such days/shifts need not be taken consecutively.

#### **129.8. Pre-Natal Leave**

129.8.1. A pregnant employee will have access to paid leave totalling up to 38 hours per pregnancy to enable the employee to attend routine medical appointments associated with the pregnancy. FRV should be flexible enough to allow the employee the ability to leave work and return on the same day where reasonably practicable.

129.8.2. An employee who has a spouse who is pregnant will have access to paid leave totalling up to 7.6 hours per pregnancy to enable the employee to attend routine medical appointments associated with the pregnancy where reasonably practicable.

129.8.3. Each absence on pre-natal leave must also be covered by a medical certificate.

#### **129.9. Pre-Adoption Leave**

129.9.1. 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 FRV 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, FRV may require the employee to take such leave instead.

#### **129.10. Permanent Care Leave**

129.10.1. If, pursuant to the Children, Youth and Families Act 2005 (Vic) or any successor to that legislation, an employee is granted a permanent care order in relation to the custody or guardianship of a child and the employee is the primary

caregiver for that child, the employee will be entitled to 14 weeks' paid leave at a time to be agreed with FRV.

#### **129.11. Grandparent Leave**

129.11.1. An employee, who is or will be the primary caregiver of a grandchild, is entitled to a period of up to 104 weeks' continuous unpaid grandparent leave in respect of the birth or adoption of the grandchild of the employee.

#### **129.12. Parental Leave and Other Entitlements**

129.12.1. 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.

129.12.2. Where a Public Holiday occurs during a period of paid parental leave, the Public Holiday is not to be regarded as part of the paid parental leave and the employer will grant the employee a day off in lieu, to be taken by the employee immediately following the period of paid parental leave.

129.12.3. Unpaid parental leave will not break an employee's continuity of employment and long service leave will continue to accrue during the first 52 weeks of any period of an employee's unpaid parental leave.

#### **129.13. Personal/Carer's Leave**

129.13.1. A pregnant employee, not then on parental leave, who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid personal leave in accordance with clause 107 or unpaid carer's leave in accordance with clause 109.

#### **129.14. Variation of Period of Parental Leave**

129.14.1. Unless agreed otherwise between FRV 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.

#### **129.15. Transfer to a Safe Job**

129.15.1. 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 their present work, the employee will, if FRV deems it

practicable, be transferred to a safe job with no other change to the employee's terms and conditions of employment until the commencement of parental leave.

129.15.2. If FRV does not think it to be reasonably practicable to transfer the employee to a safe job, the employee may take no safe job paid leave for a period which ends at the earliest of either:

129.15.2.1. when the employee is certified unfit to work during the six-week period before the expected date of birth by a registered medical practitioner; or

129.15.2.2. when the employee's pregnancy results in the birth of a living child or when the employee's pregnancy ends otherwise than with the birth of a living child.

129.15.3. The entitlement to no safe job leave is in addition to any other leave entitlement the employee has.

#### 129.16. **Returning to Work after a Period of Parental Leave**

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

129.16.2. 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 the employee will be entitled to return to the position they held immediately before such transfer.

129.16.3. 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.

#### 129.17. **Returning to Work Early**

129.17.1. During the period of parental leave an employee may return to work at any time as agreed between FRV and the employee, provided that time does not exceed four weeks from the recommencement date desired by the employee.

129.17.2. In the case of adoption, where the placement of an eligible child with an employee does not proceed or continue, the employee will notify FRV immediately and FRV will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

#### 129.18. **Special Parental Leave**

129.18.1. Where the pregnancy of an employee terminates after 20 weeks and the employee has not commenced parental leave, the employee shall be entitled to take paid special parental leave of the equivalent amount that would have been entitled if such termination had not occurred.

129.18.2. Where an employee not then on parental leave suffers illness related to their pregnancy, the employee may take any paid sick leave to which they are then entitled and such further unpaid special parental leave as a registered medical practitioner certifies as necessary before the employee returns to work. The aggregate of paid sick leave, special parental leave and parental leave, including parental leave taken by a spouse / partner, may not exceed 52 weeks.

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

#### **129.19. Notice and Evidence Requirements**

129.19.1. An employee who wishes to take parental leave will provide to FRV at least ten weeks in advance of the expected date of commencement of the leave written notice of the proposed start and end dates.

129.19.2. FRV may require the employee to provide evidence that would satisfy a reasonable person of:

129.19.2.1. in the case of birth-related leave, a medical certificate stating the date of birth or expected date of birth; or

129.19.2.2. in the case of adoption-related leave, the expected day of placement of the child and that the child will be under 16 years of age as at the day of placement or expected day of placement.

129.19.3. An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

#### **129.20. Commonwealth Paid Parental Leave**

129.20.1. The provisions of the above clauses relating to paid parental leave are additional to any payments which may be available under the Commonwealth Government paid parental leave scheme.

**129.21. Consultation and Communication during Parental Leave**

129.21.1. Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, FRV shall take reasonable steps to:

129.21.1.1. make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

129.21.1.2. provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

129.21.2. The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken.

129.21.3. The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with this clause.

**129.22. Extended Family Leave**

129.22.1. An employee who is the primary caregiver and has exhausted all parental leave entitlements may apply for unpaid Extended Family Leave as a continuous extension to their parental leave taken in accordance with this clause. The total amount of leave, inclusive of parental leave taken in accordance with this clause cannot exceed seven years.

129.22.2. The employee must make an application for Extended Family Leave each year.

129.22.3. An employee will not be entitled to paid parental leave whilst on Extended Family Leave.

**129.23. Replacement Employees**

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

129.23.2. 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.

**130. ATTENDANCE MANAGEMENT**



130.1. The parties have previously agreed to form an Absenteeism Working Party to discuss specific procedures for programs that could reduce levels of absenteeism and in particular the current level of sick leave. The Working party will continue to be comprised of equal numbers of representatives of FRV and the UFU and will operate for the life of this Agreement.

130.2. Items to be considered by the Working Party will consist of the following:

130.2.1. Illness/Injury Identification

130.2.2. Counselling Procedures

130.2.3. Welfare

130.2.4. Healthy Lifestyle Program

130.2.5. Accrued Leave

130.2.6. Educational Program

130.2.7. Formalisation of shift-swap strategy

130.2.8. Consolidation of services and assistance that is available to employees to ensure accessibility in a timely manner.

130.3. Via the Working Party, a strategy will be developed to identify those staff who are accessing an unusually high amount of sick leave which may include one or more of the above.

130.4. Further, the parties agree to develop an ongoing educational program to maximise employee attendance at work without any detriment to the health and/or safety of the employee.

130.5. The parties envisage that the classification of Commander in conjunction with Senior Station Officers and Station Officers will assist in programs to reduce absenteeism.

130.6. To the extent that these measures are successful, after 12 months' additional resources to District leave banks will be allocated.

130.7. 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 working party.

### **131. NEGATIVE LEAVE**

131.1. Where FRV records indicate that an employee has a negative annual leave balance, the employee may request that FRV review this balance. If, within 28 days of any request, FRV cannot provide to the employee clear documentary evidence of annual

leave taken and accrued to account for the negative annual leave balance, FRV will void such negative leave balance immediately.

131.2. Notwithstanding 131.1, the parties recognise that, from time to time, FRV will permit employees to take annual leave in advance for reasons including health and welfare reasons. Nothing in this clause is intended to limit the ability of any employee to request additional annual leave for health and welfare reasons, nor limit the ability of FRV to grant such leave. For the avoidance of doubt, where FRV permit an employee to take annual leave in advance and this is properly recorded, FRV will not be required to void any negative annual leave balance which may arise as a result.

131.3. The Parties recognise that no review process has been conducted into the recording and calculation of annual leave for Division 3 employees. Within six months of the commencement of the Agreement:

131.3.1. FRV shall undertake an audit of the annual leave entitlements of all Division 3 employees, including the accuracy of annual leave records maintained by the CFA; and

131.3.2. report the findings of that audit to the UFU.

131.4. The parties agree that an employee's leave balance, including any dispute about annual leave balances and the conduct and consequences of the audit required by clause 131.3 are matters pertaining to the employment relationship and the parties intend that any dispute about these matters may be the subject of a dispute under clause 24 - Dispute Resolution, and may be arbitrated by the Commission.

**PART B - Conditions applying to Division 2  
Recruit Firefighter through Division 2 ACFO and  
Division 3 Recruit Firefighter through Division  
3 ACFO and Division 3 Instructors and Division  
3 MCS**

**B1 - WAGES ALLOWANCES AND RENUMERATION**

**132. ALLOWANCES AND REIMBURSEMENTS [QUANTUM NOT AGREED]**

132.1. The monetary amounts of the allowances provided for in this Division set out in SCHEDULE 4 -Division 1 Allowances shall be paid in accordance with Australian Tax Office legislation. However, in the case where an Employee received less than the net amount stipulated in SCHEDULE 4 - Division 1 Allowances 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.

132.2. All allowances will increase by 25.9% from the date of commencement of this Agreement.

132.3. In accordance with existing practice the parties agree that any claim for additional allowance, new allowance, or increase to an existing allowance, 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).

132.4. The methods of payments for individual allowances will continue as per the custom and practice for payments of allowances. Any changes to methods of payments, including implementation of any such changes, shall only occur by agreement between UFU and FRV in accordance with Clause 18 – Consultation

**132.5. 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 - Division 1 Allowances. This is in addition to normal entitlements.

**132.6. Fire Safety Inspector allowance**

Employees who hold the classification of Leading Firefighter or above and have completed the Victorian Course in Fire Safety Inspecting, including the 6 months period of on-the-job training, shall be paid a Fire Safety Inspector allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

This allowance shall be paid to qualified Employees whilst they are working in the Fire Safety Department performing Fire Safety Inspector duties.

This allowance shall be paid when on any paid leave.

#### **132.7. Heavy Rescue allowance**

Employees who undertake and successfully complete training as a Heavy Rescue Operator shall be paid an allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

#### **132.8. 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 - Division 1 Allowances per shift for the entire shift during which any such BA duties are performed.

#### **132.9. 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 - Division 1 Allowances.

All employees qualified as Trench Rescue operators shall be paid an allowance in accordance with SCHEDULE 4 - Division 1 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.

#### **132.10. Marine Response Allowance**

Employees who undertake and successfully complete training as a Marine Response Operator shall be paid an allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

#### **132.11. Coxswain Allowance**

Employees who undertake and successfully complete training as a Coxswain shall be paid an allowance in accordance with SCHEDULE 4 - Division 1 Allowances. This Allowance is above and in addition to the Marine Response Allowance.

#### **132.12. 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 - Division 1 Allowances.

**132.13. Long Duration Breathing Apparatus Allowance**

Employees who undertake and successfully complete training in Long Duration Breathing Apparatus shall be paid an allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

**132.14. Ladder Platform Operator Allowance**

Employees, up to and including the rank of Station Officer, who undertake and successfully complete training as a Ladder Platform Operator shall be paid an allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

For the purpose of this clause, a Ladder Platform Operator is an employee qualified to operate a firefighting appliance from a boom Elevated Work Platform (EWP). This allowance will not apply where an employee is only qualified to operate a ladder platform appliance that is no longer used by FRV.

**132.15. RPAS Operator**

Employees who undertake and successfully complete training as an RPAS Operator shall be paid an allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

**132.16. Watchroom Duties Allowance**

Two fire fighters per shift shall be detailed for watchroom duties at No. 1 station. In addition to any other allowances, firefighters detailed for watchroom duties at stations where watchrooms are staffed continuously, shall receive a watchroom duties allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

**132.17. Driving Educator Allowance**

Division 2 and Division 3 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 - Division 1 Allowances when performing driving training and assessment support.

**132.18. Fire-CAP Allowance**

Employees who are trained to perform the Firelighting Consequent Awareness Program (Fire-CAP) or related activities shall receive an all purpose allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

**132.19. Incident Management Team (IMT) Responsibility Allowance**

132.19.1. For the purposes of this clause, roles undertaken in State IMTs mean roles identified in Table 1 of this clause where direction is provided through the line of control established under the State Emergency Management Arrangements for class 1 or class 2 emergencies as defined by the Emergency Management Act 2013.

132.19.2. In order to carry out a State IMT role within the meaning of this clause, an employee must be accredited and endorsed by the FRV Commissioner.

132.19.3. In order to carry out a State IMT role within the meaning of this clause and receive the allowance provided for, unless otherwise agreed via Clause 18 – Consultation, employees must hold the rank of Commander or above.

132.19.4. For the purposes of FRV Commissioner accreditation and endorsement, any State IMT Courses will be agreed between UFU and FRV via Clause 18 – Consultation.

132.19.5. FRV employees who are accredited and endorsed by the FRV Commissioner to carry out State IMT roles within the meaning of this clause shall receive an annual, all-purpose State IMT Responsibility Allowance as set in Table 2 of this clause.

132.19.6. FRV shall keep an internal register of FRV employees who are accredited and endorsed to perform the State IMT roles as identified in the Table 1 of this clause.

132.19.7. To continue to receive the allowance provided for at clause 132.19.5, employees must make themselves available for and undertake a State IMT role listed in Table 1 of this clause at least once in every calendar year.

132.19.8. If the opportunity to undertake the IMT role at an incident at least once in a calendar year does not arise, FRV must provide a skills maintenance program as agreed via Clause 18 – Consultation. In the absence of such skills maintenance program, or where an employee

does not complete such skills maintenance program, UFU and FRV will discuss the ongoing payment of the IMT Responsibility Allowance in accordance with Clause 18 – Consultation.

132.19.9. An FRV Employee who is accredited in more than one State IMT role will receive payment for the highest IMT role.

132.19.10. FRV will develop a pathway for the purposes of achieving Level 3 accreditation for State IMT roles within the meaning of this clause. Once this pathway is developed, FRV will make the pathway available to a sufficient number of employees to maintain the following minimum numbers of employees accredited for each role (or as otherwise agreed via Clause 18 – Consultation):

- 44 Incident Controller roles
- 54 Level 3 Operations Officer roles
- 27 Level 3 Planning Officer roles, and
- 27 Level 3 Intelligence Officer roles.

TABLE 1	
IMT role	Level 3
Incident Controller	A
Operations Officer	B
Planning Officer	B
Intelligence Officer	B

TABLE 2	
	Allowance
Category A	\$7000
Category B	\$4250

132.20. Advanced Diploma of Firefighting Investigation

In recognition of completion of the Advanced Diploma of Public Safety (Firefighting Investigation), Employees who are Fire Investigators shall receive an all purpose allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

### **132.21. Change of Residence**

132.21.1. Employees who are permanently promoted, transferred or ordered to a different work location outside of Greater Melbourne and who as a result are required to relocate to a new place of residence are entitled to assistance in accordance with the Relocation Assistance Procedure.

132.21.2. The promotion or transfer must be as a result of a formal recruitment process, a Transfer List or management-initiated.

132.21.3. This clause does not apply to Employees who are:

132.21.3.1. On a fixed term or casual employment contract/temporary assignment/appointment/relieving role;

132.21.3.2. Employees who are granted a permanent transfer to a different work location in response to a compassionate transfer request.

132.21.4. The Relocation Assistance Procedure is a policy which can only be amended via the FRV/UFU Consultative Committee in accordance with clause 18 – Consultation.

132.21.5. The Relocation Assistance Procedure is contained with Schedule 9 - RELOCATION ASSISTANCE PROCEDURE.

132.21.6. For the purposes of this clause, Greater Melbourne is defined as the Metropolitan Fire District with the former CFA Districts 8, 13 and 14.

### **132.22. Attendance at training facilities**

132.22.1. The requirement for Employees to attend or use training facilities will be the subject of consultation.

132.22.2. Training facilities will only be used where the facilities use has been agreed between the UFU and FRV.

132.22.3. Where an Employee is required to attend training they shall be paid:



132.22.3.1. Reimbursement for tolls incurred by the employee in excess of those ordinarily incurred between the employee's residence and the location to which the employee is otherwise rostered; and

132.22.3.2. The prescribed rate for Motor Vehicle Allowance in SCHEDULE 4 - Division 1 Allowances for all kilometres travelled in excess of those ordinarily travelled between the employee's residence and the location to which the employee is otherwise rostered; and

132.22.3.3. A daily allowance paid equal to one hour's wages at overtime rates; and

132.22.3.4. If the training facility is further from the employee's residence than the location to which that employee is otherwise rostered, and allowance of:

132.22.3.4.1. 15 minutes each way at ordinary rates for each 6 kilometres or part thereof travelled within the Melbourne statistical division and the City of Greater Geelong; or

132.22.3.4.2. 3 minutes each way at ordinary rates of each four kilometres or part thereof travelled outside the Melbourne statistical division and the City of Greater Geelong.

132.22.4. For the purposes of this clause, employees should receive payment for travel time as per the Kilometre chart for Division 2 Employees (Station rate card) and as per Schedule of Time and Distance (UFU/CFA November 2016) for Division 3 Employees. The parties agree to work towards finalising a single, consolidated Travel Time Schedule during the life of this Agreement via clause 18 – Consultation.

132.22.5. Lunch will be provided for the duration of the course. In the event that lunch cannot be provided, a meal allowance will be provided.

132.22.6. Accommodation will be provided by agreement where applicable under the Fatigue Management Policy noting that accommodation should be offered in all cases where travel over 60km is required. Payment of Meals and Accommodation Allowances will be as per SCHEDULE 4 - Division 1 Allowances of Division 1, SCHEDULE 17 - Allowances of Division 2 and/or SCHEDULE 29 - ALLOWANCES, PERSONAL EXPENSES AND ACCOMMODATION of Division 3 (where meals and accommodation are not provided). Payment of Incidentals Allowance

will be made where applicable per SCHEDULE 17 - ALLOWANCES of Division 2 and SCHEDULE 29 - ALLOWANCES, PERSONAL EXPENSES AND ACCOMMODATION.

132.22.6.1. Where accommodation is provided, clause 132.22.3 will only apply to travel to and from accommodation or the training facility at the beginning and end of the programmed course week.

132.22.6.2. In the event an offer of accommodation is declined by an employee, clause 132.22.3 only applies to travel to and from the training facility at the beginning and the end of the programmed course week.

132.22.6.3. To avoid any doubt, clause 132.22.3 does not apply to travel between accommodation and a training facility.

132.22.7. In addition, for irregular or unplanned training courses, an employee required to stay away from home will be provided with one day's leave in lieu for each night that they are away. The following courses are not irregular or unplanned courses for the purpose of this sub-clause:

132.22.7.1. Victorian Recruit Firefighter Course;

132.22.7.2. Promotional, specialist and retention courses; and

132.22.7.3. Other courses agreed on a case by case basis between the parties via clause 18 – Consultation.

132.22.8. 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 the Division of the Commander undertaking training.

### **132.23. Payment of Allowances**

132.23.1. FRV 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 three weeks from when the work was performed or expense was incurred.

## **133. COMMANDER SECONDMENT QUALIFICATIONS ALLOWANCE – CAREER DEVELOPMENT OPPORTUNITY FOR STATION OFFICERS AND SENIOR STATION OFFICERS**

- 133.1. A Commander Secondment Course has been agreed between UFU and FRV via Clause 18 – Consultation. This course will commence operation following the Establishment Date.
- 133.2. This course will be made available to Division 2 and Division 3 Station Officers and Senior Station Officers in accordance with organisational requirements as agreed via Clause 18 – Consultation.
- 133.3. This course will be made available in accordance with the following process:
- 133.3.1. FRV will advertise the opportunity to undertake the agreed Commander Secondment Course to Division 2 and Division 3 Station Officers and Senior Station Officers over a period equal to but no less than two rostered periods.
- 133.3.2. FRV will notify the agreed Commander Secondment Course to those employees who taken long service leave or any other leave that exceeds two rostered periods by electronic to the address provided by the employee.
- 133.4. In recognition of the successful completion of the Commander Secondment Course, Division 2 and Division 3 Station Officers and Senior Station Officers will receive a qualifications allowance of 5 relativity points of the Qualified Firefighter rate (**Commander Secondment Qualifications Allowance**).
- 133.5. Subject to clause 133.6 and **Error! Reference source not found.**, Division 2 and Division 3 Station Officers and Senior Station Officers who successfully complete this qualification are to undertake Higher Duties to fill CFA Seconded Positions at least once in each a 12-month period in order to continue to receive the Commander Secondment Qualifications Allowance.
- 133.6. In the event that the opportunity to undertake Higher Duties to fill CFA Seconded Positions at least once in a 12-month period does not arise, FRV must provide a skills maintenance program to the relevant Division 2 and Division 3 Station Officers and Senior Station Officers and continue to pay the Commander Secondment Qualification Allowance to the relevant Division 2 and Division 3 Station Officers and Senior Station Officers.
- 133.7. This allowance shall cease to be paid to an employee in the event that an employee who has successfully completed the Commander Secondment Course does not accept or, alternatively, does not make themselves available for a Higher Duties career development opportunity to fill CFA Secondment Positions at least once in each 12 month period.

133.8. This Allowance will not apply to a substantive Commander on promotion.

#### **134. ROAD CRASH RESCUE SUPPORT (RCRS) QUALIFICATION, TRAINING AND ACCREDITATION**

134.1. FRV will train all firefighters and officers in RCRS to achieve a recognised qualification agreed between the parties.

134.2. 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.

134.3. FRV will gain clarification under the Emergency Management Act 2013 as to the role of FRV Heavy Pumpers equipped with road crash rescue support equipment, under the Control and Support agency arrangements for the State.

134.4. Subject to the clarification of the above, trained employees will be responded to RCRS 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.

134.5. This training for Heavy Pumper response in the above capacity will be developed, implemented and delivered to all Division 2 and Division 3 Firefighters within 24 months of the Agreement being signed. If required, UFU and FRV can agree to an extension of time in accordance with Clause 18 – Consultation.

134.6. Skills maintenance will occur every 3 years for all Firefighters trained in RCRS.

134.7. RCRS as described under this clause is in addition to Heavy Rescue response. Heavy Rescue response is an existing capability of FRV using specialist appliances that will continue to operate in addition to the RCRS described under this clause.

134.8. FRV have already trained a number of firefighters in RCRS and have placed RCRS equipment on first response vehicles.

134.9. The training, equipment, role, deployment and other arrangements for this role shall be determined via FRV/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.

134.10. The parties agree that once the qualification is attained then an allowance of \$15.74 per week will be paid to each employee when the appliance is designated with the capacity of RCRS. If there is a dispute in relation to such designation of the appliance as a RCRS appliance then it will be reviewed in accordance with Clause 18 - Consultation.

### **135. RELIEVING DUTIES/PROJECTS**

135.1. Opportunities for access to project work and to relieve personnel undertaking project work shall be available to operational employees covered by this Agreement and any such opportunity for relieving duties/projects shall be in accordance with the principle of equity, reasonable opportunity and qualifications.

### **136. LONG DISTANCE DEPLOYMENTS**

136.1. The provisions of this clause shall only apply in circumstances of responding to emergencies where an employee is on a long distance deployment and shall not apply in circumstances where responding in “buffer zones” pursuant to any mutual aid agreements or procedures as agreed. Arrangements for attendance at training are provided for at clause 132.22 .

136.2. Long distance deployment is defined as:

136.2.1. For Division 2 Employees, responding to emergencies outside the Metropolitan Fire District.

136.2.2. For Division 3 Employees and Division 2 Employees working at a location outside the Metropolitan Fire District:

136.2.2.1. Deployment further than an adjacent district to an Employee’s home district; and

136.2.2.2. Where such deployment requires the Employee to stay away from home; and

136.2.2.3. Where the deployment is to a major incident as opposed to relieving at station.

136.3. 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 Division 2 or Division 3 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 FRV and UFU.

- 136.4. Subject to clause 136.5, where pre-arranged recall occurs (where a person is recalled to be sent to an emergency outside Victoria or as part of a long distance deployment) then the person will be paid at recall rates for all time worked.
- 136.5. 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 FRV and UFU. This means, for example, that those ordinarily working on a 10/14 roster will be paid recall rates for hours worked in excess of the 10/14 roster to which they would have otherwise worked.
- 136.6. Employees on long distance deployment as part of a strike team, task force or special ops (excluding step up arrangements) will be provided with 12 hours accrued leave for each 24 hour period on a long distance deployment beginning from the time the Employee leaves their district muster point to when they arrive back at their district muster point at the end of a long distance deployment.
- 136.7. 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.
- 136.8. 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.
- 136.9. 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.
- 136.10. For the purposes of this clause, "work":
- 136.10.1. includes all travel time spent by an employee from when they leave their district muster point to when they arrive at an emergency response (including briefings), and
  - 136.10.2. includes all travel time spent from when the employee leaves an emergency response at the conclusion of a deployment to when they arrive back at their district muster point, and
  - 136.10.3. excludes rest periods between shifts.

136.11. 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 136.1 to 136.10 and as otherwise provided for in this Agreement.

**136.12. Wildfire/Bushfire major incident deployment**

136.12.1. In addition to the provisions applying to long distance deployments, the provisions of this clause will apply to *wildfire/bushfire major incident deployments*. Clause 136.4 and 136.5 do not apply to deployments as defined in 136.12.2 but otherwise the provisions applying to long distance deployment above apply. However, where there is an inconsistency between the provisions of this clause and those otherwise applying to long distance deployments, the provisions of this clause will apply to the extent of the inconsistency.

136.12.2. Wildfire/bushfire major incident deployment means a *long distance deployment* in response to a wildfire/bushfire major incident and includes:

136.12.2.1. Incident Control Centres (ICC) as part of Incident Management Teams (IMT) roles

136.12.2.2. IMT roles in the field

136.12.2.3. Aircraft Operations – Air Attack Supervisors, Air Base Managers, Air Observers

136.12.2.4. Specialist roles – Ground Observers, Rapid Impact Assessment teams (RIAT), Thermal imaging camera support, Drivers for Commanders in the field, Peer support

136.12.2.5. Plant Operations – Plant Managers

136.12.2.6. Strike team/task force

136.12.2.7. Other deployments as agreed between the UFU and FRV.

136.12.3. Employees shall be notified of the rostering that will be utilised for the deployments to fit the IMT arrangements and the shifts to be worked in lieu of normal rostered shifts while on wildfire/bushfire incident deployment before they leave their district muster point.

136.12.4. Employees will be paid recall rates for hours worked in excess of 42 hours in any week. Hours worked in accordance with clause 136.12.2 and 136.7 which total less than 42 hours in the week will be paid at the Employee's ordinary weekly rate.

### **137. INTERNATIONAL DEPLOYMENT**

137.1. International deployments are voluntary deployments and must be agreed to between FRV, the UFU and the Employee. Employees cannot be directed to undertake same without agreement from both the UFU and the Employee concerned. Where there is an inconsistency between the provisions of this clause any other provision of this Agreement, the provisions of this clause will apply to the extent of the inconsistency.

137.2. International deployment means a deployment to a country other than Australia from the time of departure from an Australian port to the time of arrival at an Australian port.

137.3. Employees on international deployment are expected to meet the requirements of conditions of deployment as requested by the host nation.

137.4. Hours worked on international deployment (excluding travel time) of 48 hours or less in a week will be paid at single time rates. Recall rates will however be paid for hours worked in excess of 48 hours in a week.

137.5. Employees on international deployment will receive time in lieu at single time rates for travel time while on international deployment in lieu of any other payment that would otherwise apply to said travel time.

137.6. Employees shall be provided with reasonable notice of the rostering which will be utilised and the shifts to be worked in lieu of normal rostered shifts while on international deployment.

137.7. 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. All reasonable transport costs while on international deployment will be covered by FRV or the host country.

137.8. On return from an international deployment, employees are entitled to 4 clear days of rest without loss of pay starting from the time of their arrival at their home location, regardless of their ordinary rostered days of work.

137.9. Employees wishing to undertake international deployments must:



137.9.1. possess a valid passport,

137.9.2. meet relevant visa requirements,

137.9.3. be willing to undertake medical and fitness assessments (which may include the arduous pack test) if required by the host country,

137.9.4. possess the relevant skill and qualification to meet the requirement of the host country request,

137.9.5. comply with FRV's code of conduct/organisation values while on international deployment, and

137.9.6. receive the Commissioner's endorsement for international deployment.

### **138. LEADING FIREFIGHTER ROLE**

138.1. The Parties acknowledge the role of Leading Firefighter in the context of the Structural Efficiency case. In this context, the Parties will consider, with a view to implementing a plan, developed through the Consultation Committee within 12 months of the commencement of this Agreement, to implement a Firefighter at the classification of Leading Firefighter as part of optimising safe crewing levels for each FRV appliance.

## **PART C - CONDITIONS APPLYING TO FSCC'S (INCLUDING SENIOR FSCC'S)**

### **139.APPLICATION OF PART**

- 139.1. This part of the Agreement applies to those employees who are engaged in or performing work of a Division 2 FSCC and Division 3 FSCC (including Division 2 and Division 3 Senior FSCC).
- 139.2. The provisions of Parts A, B and C of Division 2 will apply to Division 2 FSCCs covered by this Part. The provisions of Parts A, B and C of Division 3 will apply to Division 3 FSCCs covered by this Part.
- 139.3. Conditions applying to FSCCs and senior FSCCs will be resolved via harmonisation in accordance with Clause 12 – Alignment.

### **140.DEFINITIONS**

- 140.1. "Standard Operating Procedures" means the procedures established by Fire Rescue Victoria from time to time (and/or other agency procedures as agreed on a case by case basis).

### **141.CLASSIFICATIONS**

- 141.1. 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 FRV Standard Operating Procedures (and/or other agency procedures as agreed on a case by case basis).

### **142.WAGE RATES**

- 142.1. Wage Rate per Week

Division 2 FSCC's and Senior FSCC's shall be paid at the rates as specified in clause 177.

Division 3 FSCC's and Senior FSCC's shall be paid at the rates as specified in clause 215.

### **143.FSCC COORDINATION ALLOWANCE**

143.1. In recognition of the enhanced role of FSCC's, FSCC's will be paid a general purpose allowance in accordance with SCHEDULE 4 - DIVISION 1 ALLOWANCES.

**144.ORDINARY HOURS OF WORK**

144.1. Division 2 FSCC's will work in accordance with clause 159 – Rostering and where applicable clause 145.

144.2. Division 3 FSCC's will work in accordance with clause 196 and where applicable clause 145.

**145.ROSTER OF HOURS**

145.1. The roster of hours for an employee on the 12/12 roster system shall be as follows:

145.2. Shifts:

D – 7.00 A.M TO 7.00 P.M.

N – 7.00 P.M TO 7.00 A.M.

145.3. 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		N	N N	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
A Platoon	D D N N	D D N N	D D N N	D D N N
Hours	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
C Platoon		N	N N	D N N
Hours	34	34	38	38
D Platoon	D D N N	D D N N	D D N	N D D
Hours	48	48	34	34

145.4. 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) 335 in fifty-six consecutive days

(ii) 48 in any one week

145.5. 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 FRV and the employees concerned.

145.6. An employee shall be entitled to at least 2 weeks of notice of a change of rostered shift.

#### **146.BREAKS**

##### **146.1. Meal Breaks**

146.1.1. 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.

146.1.2. 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.

#### **147.ROSTERING ARRANGEMENTS AND PROCEDURES**

##### **147.1. Transfers**

Transfers of employees are to be undertaken to minimise the movement of employees. Transfers will be undertaken in accordance with the arrangements prescribed below:

- Employees will be allocated to a specific shift and location. Any employee who agrees to undertake day work duties shall receive the allowance for Special Duties in accordance with clause 162.7 (Division 2) or ALLOWANCES, PERSONAL EXPENSES AND ACCOMMODATION (Division 3). To avoid doubt, rostering penalties will be paid subject only to meeting the conditions under this Part and not the requirements under clause 162.6 (Division 2) or clause 199.6 (Division 3).
- Employees to be transferred to another shift will be personally notified on shift. Employees will not be transferred while on recreation leave. Personal notification includes email where the personal email address has been installed and employees are trained in its use.

- 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.
- Penalties are the rostering penalties paid at clause 162.6 for both Division 2 and Division 3 180(to avoid doubt, there is no requirement for less than two weeks' notice for the provisions referred to above to be paid).

#### 147.2. What constitutes a move?

147.2.1. A move or a transfer is when an employee is transferred from his/her current shift to another shift.

147.2.2. If an employee is transferred to a position that they have applied for and been granted, this transfer does not count as a move.

147.2.3. If an employee is transferred to another shift because of a mutual change, this is not counted as a move.

147.2.4. If an employee returns to a different shift that he/she was rostered to prior to annual leave, this constitutes a move.

147.2.5. Temporary career development secondments which an employee volunteers to undertake that results in a change of shift shall not constitute a move.

147.2.6. Temporary secondments required by the employer resulting in a change of shift constitute a move.

147.2.7. Where penalties are paid due to late notification the move back to the normal shift is not counted as a move.

147.2.8. A move is also where an employee is moved between 2 work places or work sites.

#### 147.3. Transfer Grievance Committee

147.3.1. A Transfer Grievance Committee will exist. The committee will consist of two employer representatives (FRV), two employee representatives (UFU) and an FRV 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.

147.3.2. Any grievance in regard to transfers must be immediately notified to the Manager of Communications by telephone, followed by a written report explaining the reason for the grievance.

147.3.3. The committee shall meet seven days prior to the change of shift to consider the grievance.

147.3.4. The decision of the committee shall not prejudice in any way the transferee's ability to appeal to other areas.

147.3.5. Any grievance over a mutual transfer not being allowed will be dealt with by the Transfer Grievance Committee.

147.3.6. 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.

#### **148.REST AND RECLINE**

148.1. Employees on night duty shall be permitted to recline and sleep on a recliner chair when there is no operational work to be done.

148.2. There will be 1 recliner chair provided for each on duty FSCC.

148.3. Provision will be made for the area that this is undertaken to be private, with the installation of blinds on all glassed areas.

#### **149.RECREATION LEAVE**

149.1. An employee on shift shall be entitled to 65.06 days recreation accrued leave per year. Such leave shall be rostered 12 months in advance. Provided that the operational needs of the Fire Service are met, the needs of employees will be given primary consideration in the development of the roster. Each employee shall take his or her annual leave entitlement within a twelve month period unless otherwise agreed to by FRV. Subject to the agreement of FRV, employees may organise a mutual change of recreation leave provided that where a mutual change would otherwise result in the payment of additional penalties, overtime or other payments under this part of the Award, such payments will not be paid by FRV.

149.2. No employee shall work a double shift as a result of a mutual change of recreation leave.

149.3. Where a worker leaves his or her employment before the completion of a fully qualifying period for annual leave in any year of service, he or she shall be entitled to pro rata payment in lieu of annual leave for such broken period of service.

## **150.CAREER PATHS AND OPPORTUNITIES**

- 150.1. 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.
- 150.2. Any permanent vacancy will be offered to the person in the reliever position.
- 150.3. FSCC staffing will be in accordance with the staffing chart at SCHEDULE 1 - Minimum Staffing Chart of this Agreement.
- 150.4. All on shift FSCC's shall undertake at least 1 roster of skills maintenance in a day work position on the special duties roster within each year.

## **151.WORK LOCATION AND DUTIES FOR FIRE SERVICE COMMUNICATIONS CONTROLLERS**

- 151.1. FSCC's are guaranteed job security.
- 151.2. As at the commencement of this agreement FSCC's work location is shift work at Tally Ho, Mt Helen and Williams Landing and special duties at Burnley or VEMTEC or other locations as agreed between the UFU and FRV.
- 151.3. In order to ensure effective communication and the safety of employees, FRV will ensure that the minimum number of FSCCs employed at any time will be 21 to maintain operational capability.
- 151.4. Further FRV gives a commitment that the FSCC's will be secure in their current location and their agreed job description, as at the commencement of this Agreement. 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 FRV for the retention of bargaining rights should such circumstances arise.
- 151.5. FRV shall ensure that the FSCC will only perform work for the FRV. FRV shall not direct an FSCCs to conduct duties / tasks for other agencies, without prior agreement at the FRV UFU Consultation Committee as to:
- 151.5.1. The nature of the work to be performed; and
- 151.5.2. The amount of an additional allowance to be paid to FSCCs in recognition of performing such work.

151.6. 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 FRV and / or other Agencies, or prevent FRV from providing support to other agencies consistent with the FRV Act.

#### **152.HIGHER DUTIES**

152.1. 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.

152.2. Senior FSCC's, may perform higher duties into the position of Manager Operational Communications. FSCC's will not.

152.3. Where a Senior FSCC is acting into the Manager Operational Communications position, the only special roster which may be undertaken by the Senior FSCC is in the role of DCC manager at the rate of the person they are replacing if filling the role of Manager Operational Communications or a similar management position; whichever is the higher.

#### **153.AMENITIES**

153.1. FRV shall provide at each location such amenities as agreed between the union and FRV to provide for the preparation and consumption of meals, refreshments, recreation, rest and recline (recliner chair, as well as sofa bed where space permits). When employees are required to work at any other ESTA location temporarily, parking will be provided or the cost reimbursed by FRV.

153.2. FRV 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.

#### **154.DELAYED OR INTERRUPTED MEAL ALLOWANCE**

154.1. The parties agree that FSCCs shall be entitled to a meal allowance where there is a delayed or interrupted meal break.

#### **155.SPECIFIC FSCC UNIFORM**

155.1. FSCC's will be provided all uniform provided to other operational staff, and to avoid doubt clause 161 - Uniforms, Appliances and Equipment in Division 2 of this Agreement and clause 198 – Uniforms, Appliances and Equipment in Division 3 of this Agreement also apply to FSCC's. In addition to agreed FRV uniform in accordance with clause 161 of Division 2 and clause 198 of Division 3, FSCCs will



be issued with a sleeveless woolen or wool mix vest and two polo shirts for use when resting and reclining during night shift.

## DIVISION 2 – CONDITIONS APPLYING TO DIVISION 2 EMPLOYEES

### **PART A – Conditions applying to all Division 2 Employees**

#### **156. CLASSIFICATIONS, CAREER PATHS AND OPPORTUNITIES**

156.1. The provisions of this clause shall be interpreted and applied having regard to the inherently dangerous nature of firefighters' duties.

156.2. Each Division 2 Employee to whom this Part applies shall be classified in one of the following classifications:

156.2.1. Division 2 Recruit Firefighter

156.2.2. Division 2 Firefighter Level 1

156.2.3. Division 2 Firefighter Level 2

156.2.4. Division 2 Firefighter Level 3

156.2.5. Division 2 Qualified Firefighter

156.2.6. Division 2 Senior Firefighter

156.2.7. Division 2 Leading Firefighter

156.2.8. Division 2 Station Officer

156.2.9. Division 2 Senior Station Officer

156.2.10. Division 2 Fire Services Communications Controller

156.2.11. Division 2 Senior Fire Services Communications Controller

156.2.12. Division 2 Commander

156.2.13. Division 2 Assistant Chief Fire Officer

156.3. Classification and Rank Appointment and Progression

The following classification descriptions shall apply.

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

Employees may only be appointed to a classification in Division 2 if they:

(a) are already employed in the Division 2 classification immediately below the classification to which they are to be appointed; or

(b) Were, immediately prior to the Establishment Date, employed by the MFB in at an equivalent classification and have transferred their employment to FRV.

For the avoidance of doubt, no person can be employed in a classification in this Division without first entering the MFB at the classification of Recruit or FRV at the classification of Division 2 Recruit. The only exception to this are the secondment and lateral entry provisions of this Agreement.

**156.3.1. Division 2 Recruit Firefighter** means a probationary Firefighter, who is undertaking the Division 2 recruit firefighter training course and, where applicable, has been allocated as a Division 2 Recruit Firefighter in accordance with clause 85.7.

**156.3.2. Division 2 Firefighter Level 1** means a Division 2 Firefighter who has completed the Division 2 recruit firefighter training course in accordance with the training framework at SCHEDULE 12 - Emergency Response Training Framework. Division 2 Firefighter Level 1 employees who have successfully completed the Division 2 recruit firefighter training course shall be engaged in the duties of a Division 2 Firefighter Level 1 in accordance with the classification description for Division 2 Firefighter Level 1.

**156.3.3. Division 2 Firefighter Level 2** means a Division 2 Firefighter who has completed the Division 2 recruit firefighter course and has completed twelve months' service with FRV and/or the MFB and all Division 2 Firefighter Level 1 units.

**156.3.4. Division 2 Firefighter Level 2** employees are engaged in the duties of a Division 2 Firefighter Level 2 in accordance with the classification description for Firefighter Level 2. The units and training applicable for progression to this paypoint are contained in the training framework at SCHEDULE 12 - Emergency Response Training Framework.

**156.3.5. Division 2 Firefighter Level 3** means a Division 2 firefighter who has completed 24 months' service with FRV and/or the MFB, and all Division 2 Firefighter Level 2 units.

**156.3.6. Division 2 Firefighter Level 3** employees are engaged in the duties of a Division 2 Firefighter Level 3 in accordance with the classification description for Division 2 Firefighter. The units and training applicable for

progression to this paypoint are contained in the training framework at SCHEDULE 12 - Emergency Response Training Framework.

156.3.7. **Division 2 Qualified Firefighter** means a firefighter who has completed a minimum of 36 months' service with FRV and/or the MFB, all Division 2 Firefighter Level 3 units and possesses the Certificate of Proficiency.

156.3.8. **Division 2 Qualified Firefighter** employees are engaged in the duties of a Division 2 Qualified Firefighter in accordance with the classification description for an Division 2 Qualified Firefighter . The units and training applicable for progression to this paypoint are contained in the training framework at SCHEDULE 12 - Emergency Response Training Framework.

156.3.9. **Division 2 Senior Firefighter** means a Division 2 firefighter who translates to this paypoint as a result of being a Senior Firefighter under the UFU/MFESB Operational Staff Agreement 2010.

156.3.10. **Division 2 Leading Firefighter** means an Division 2 firefighter who has completed a minimum of 48 months career firefighting service with the MFB and/or as an Division 2 Firefighter, has successfully completed all Division 2 Firefighter Levels 1, 2 and 3 units, all Division 2 Qualified Firefighter units, all Division 2 LFF units, all Division 2 Command and control units and has been a Qualified Firefighter with the MFB or an Division 2 Qualified Firefighter with FRV. Division 2 Leading Firefighter employees are engaged in the duties of a Leading Firefighter in accordance with the position description for that classification in SCHEDULE 23 - Employee Classification Descriptions

156.3.11. **Division 2 Station Officer** means an appointed Officer who has completed a minimum of 6 years professional / career firefighting service with the MFB and/or FRV, with at least 1 year at a minimum classification of Leading Firefighter with the MFB and/or Division 2 Leading Firefighter with FRV, and has successfully completed the Division 2 Station Officer units and FRV Station Officer assessment. Station Officer employees are engaged in the duties of a SO in accordance with the position description for that classification in SCHEDULE 23 - Employee Classification Descriptions.

156.3.12. **Division 2 Senior Station Officer** means an appointed Officer who has completed a minimum of 2 years' service with the MFB and/or FRV at the Station Officer or Division 2 Station Officer Level and has successfully

completed the Division 2 Senior Station Officer units and assessment. Division 2 Senior Station Officer employees are engaged in the duties of a Division 2 SSO in accordance with the position description for that classification in SCHEDULE 23 - Employee Classification Descriptions.

156.3.13. **Division 2 Commander** means an appointed officer who has completed a minimum of 1 years' service with the MFB and/or FRV at the SSO or Division 2 SSO Level on shift and a minimum of 1 years' service with the MFB and/or FRV at the SO, SSO Division 2 SO or Division 2 SSO Level in a day duty department and who has successfully completed the Division 2 Commander units and assessment. Division 2 Commander employees are engaged in the duties of an Division 2 Commander in accordance with the position description for that classification in SCHEDULE 18 - Commander Job Description.

156.3.14. **Division 2 Assistant Chief Fire Officer** means an employee appointed officer who has a minimum of two years' service with the MFB and/or FRV at the Commander or Division 2 Commander Level and who has successfully completed the Division 2 ACFO units and assessment. Division 2 ACFO employees are engaged in the duties of a Division 2 ACFO in accordance with the position description for that classification at SCHEDULE 21 - ACFO Position Description and the functions at SCHEDULE 22 - ACFO Recognition of Operational Functions.

156.3.15. **Division 2 Fire Service Communication Controller** means an appointed officer who has completed a minimum of 10 years' service with the MFB and/or FRV at the Station Officer or Division 2 Station Officer Level (half of which has been on shift) and has successfully completed the Division 2 FSCC units and assessment. Division 2 FSCC employees are engaged in the duties of a Division 2 FSCC in accordance with the position description for that classification at SCHEDULE 20 - FSCC Job Description.

156.3.16. **Division 2 Senior Fire Service Communication Controller** means a Fire Service Communication Controller who has completed 12 months service within the MFB and/or FRV at the classification of FSCC or Division 2 FSCC. Where this Agreement refers to a Division 2 FSCC, it shall be taken to include Division 2 Senior FSCC, unless the context requires otherwise.

156.3.17. A secondment program which operates separately to the appointment and progression clauses for an Internal Secondment of Operational Staff from

the Division 3 Operational Stream of Firefighting to the Division 2 Operational Stream of Firefighting is in clause 51 - Internal Secondment of Operational Staff.

156.3.18. No person is allowed to sit for any assessment for a given rank in this Division unless that person has served the length of service that would otherwise make them eligible for promotion to that rank.

156.4. It is agreed that the rank and promotional structures referred to in this Division are appropriate and will be maintained for the life of this Agreement. No new Division 2 classification or rank will be created other than by agreement of the parties.

156.5. Opportunity to undertake qualifications

156.5.1. FRV will provide access at FRV's expense for employees to undertake and complete units and assessments required to progress through the classifications and paypoints from Division 2 Recruit Firefighter to Division 2 Leading Firefighter in accordance with the minimum timeframes as contained within clause 156. In addition, FRV will provide access at FRV's expense for employees to undertake and complete units and assessments where employees are accepted on to promotional courses or are promoted or appointed to any classification or paypoint under this Agreement.

156.5.2. Any Division 2 Firefighter eligible to complete the Division 2 Leading Firefighter units, upon completion of such units, shall be given the opportunity to complete the "Command and Control" module within 6 months.

156.5.3. Priority among existing employees for the opportunity to undertake the "Command and Control" module will be in order of the date Division 2 Leading Firefighter qualifications were completed (or Leading Firefighter qualifications as were completed with the MFB) commencing with the earliest qualified employees.

156.5.4. Priority among existing employees for the opportunity to undertake these units will be in order of the date eligibility was achieved commencing with the earliest eligible employees.

156.5.5. 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.

156.5.6. Where access to internal progression is not provided in accordance with this clause (clause 156), FRV will pay employees an allowance equal to the difference between their substantive wages and the wage they would have attained if access was provided. To avoid doubt, these employees' actual classification and paypoint will not change until the units and assessments have been successfully completed or the appointment made, as the case may be.

156.5.7. If an employee has completed all required units, qualifications and assessment as part of an internal promotional course, and the employee has not been promoted to the new classification, then FRV 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 units and assessments have been successfully completed or the appointment made, as the case may be.

156.6. FRV will advertise all promotional courses to Division 2 Employees over a period equal to but no less than two rostered periods.

156.7. FRV will notify promotional courses to those Division 2 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.

156.8. All advertised positions or courses for the selection of candidates for promotion to Division 2 FSCC shall include on their selection panels the Division 2 FSCC Instructor running the course or their delegate (who must be another senior FSCC).

#### **156.9. Employee Development Opportunities**

156.9.1. The purpose of this clause is to provide a more harmonious workforce through development opportunities and creating efficiencies for FRV by:

156.9.1.1. Filling an agreed amount of temporary acting up positions which shall be regulated and monitored by the Rostering Committee;

156.9.1.2. Providing efficiencies to FRV by effective rostering planning;

156.9.1.3. Improving opportunities for career development for employees who have expressed an interest to undertake promotion to the next classification above their substantive classification (e.g. an Division 2 Station Officer who has

expressed an interest to undertake a promotional course to Division 2 Senior Station Officer);

156.9.1.4. Providing a mechanism for improved development of staff;

156.9.1.5. Providing transparency in staff promotional opportunities;

156.9.1.6. Facilitating improved training course planning;

156.9.2. The parties agree that for the purposes of this clause, “acting up” will be defined as when an employee acts into the next most senior classification to their current classification, under the terms and conditions of this clause.

156.9.3. An employee acting up will continue to hold their substantive classification with the following exemptions:

156.9.3.1. An employee acting up under this clause will receive all remuneration, entitlements and conditions which are applicable to the higher rank in this or other enterprise Agreement(s), except where specified otherwise in this clause.

156.9.4. The parties agree that:

156.9.4.1. On a monthly basis, FRV will monitor the number of Division 2 Employees at each classification and publish the numbers for each classification contained within this Division 2 on FRV intranet site.

156.9.4.2. On a monthly basis, FRV will also publish on the FRV intranet site the movement and increase or decrease of the numbers of each Division 2 classification.

156.9.5. Minimum numbers for promotional courses

156.9.5.1. The parties agree that:

156.9.5.1.1. All Division 2 Senior Station Officer promotional courses will be at a minimum of 12 candidates for each course.

156.9.5.1.2. All Division 2 Station Officer promotional courses will be at a minimum of 20 candidates for each course.



156.9.5.1.3. All Division 2 FSCC promotional courses will be at a minimum of 4 candidates for each course.

156.9.5.1.4. All Division 2 Commander promotional courses will be at a minimum of 10 candidates for each course.

156.9.6. Trigger Figures for the conducting of promotional courses

156.9.6.1. The parties agree:

To establish the following “trigger figures” as part of this Agreement which requires FRV to conduct a promotional course for each classification if the number of Division 2 Employees at any such classification falls equal to such trigger figures.

The trigger figures for Division 2 Station Officers, Division 2 Senior Station Officers, Division 2 FSCC's and Division 2 Commanders will be as follows:

156.9.6.1.1. Division 2 Station Officer classification 10.

156.9.6.1.2. Division 2 Senior Station Officer classification 6.

156.9.6.1.3. Division 2 FSCC classification the figure which when it is reached leaves the total number of Division 2 FSCC's available (excluding those ill or on leave) at 8 in total.

156.9.6.1.4. Division 2 Commander classification 5 and will be appointed as vacancies occur.

156.9.7. To facilitate the above, where FRV is required to initiate a promotional course, FRV will ensure all Division 2 Employees are notified electronically by FRV memorandum. Such memorandums calling for applications will be issued within one week of the trigger figures being met.

156.9.8. To comply with FRV's employment principles, FRV agrees to advertise all FRV memorandums for such Division 2 promotional courses over a period equal to but no less than two rostered periods. This will ensure that

personnel on annual leave will have the opportunity to apply for such promotional courses.

156.9.9. FRV also agrees to identify and notify those Division 2 Employees who have taken long service leave or any other leave that exceeds two rostered periods by facilitating the information to be disseminated to such employees via electronic means. Reciprocal obligation is that such Division 2 Employees must notify and provide FRV contact details when on such leave, i.e. either an alternative email address or SMS contact details.

156.9.10. FRV will conduct pre-entry for the courses to facilitate the above promotional courses in a timely manner.

156.9.11. FRV will commence all courses as soon as practical but no later than six months after the trigger figure has been reached. If a promotional course has not commenced in the 6 month period, or a promotional course takes longer than six months to complete, acting up will cease for that rank unless the parties to this Agreement approve otherwise.

156.9.12. Acting Up Opportunity Principles - The opportunity to act up will be shared on an equitable basis amongst eligible employees across departments and districts. The rostering committee will monitor this process to ensure an equitable distribution of acting up opportunities is offered to employees amongst departments and districts.

156.9.13. FRV will not allow an individual to act up more than one roster (for a shift position) and two months (for a day work) at a time, except where an individual is equitably appointed for consecutive acting up positions due to being the only applicant who has applied to undertake such acting up opportunity or where agreed by the parties.

156.9.14. Acting up personnel will wear the insignias of the rank in which they are acting up to (except helmet identification), so that it is clear which classification they are acting up into.

156.9.15. Unless otherwise agreed between the parties, employees undertaking acting up duties under this clause will not be recalled into the classification which they are acting up into.

156.9.16. Division 2 Employees undertaking acting up duties can be retained in the classification into which they are acting up.

156.9.17. Division 2 Employees undertaking acting up duties cannot be sent on standbys.

156.9.18. The parties agree that this clause is to be used for limited and temporary employee development opportunities, and shall not be used for any reduction to the substantive minimum crewing as specified in clause 158 and SCHEDULE 1 -SCHEDULE 16 - Minimum Staffing Chart. To avoid any doubt, if there is any disputation over this clause and the minimum crewing chart, then the parties agree that the minimum crewing chart shall prevail.

156.9.19. The parties will review the Employee Development Opportunities clause within 12 months of certification of this Agreement.

156.9.20. On a monthly basis, FRV will monitor the number of Division 2 Employees at each classification and publish the numbers for each classification contained within this Division 2 on FRV intranet site.

156.9.21. On a monthly basis, FRV will also publish on their intranet site the movement and increase or decrease of the numbers of each classification under this Division 2.

## **157. DIVISION 2 SYSTEMS CONDITIONS**

157.1. FRV shall implement and apply the Division 2 Systems Conditions to the duties and work of Division 2 firefighters when deployed on operational responses.

157.2. The Division 2 Systems Conditions shall comprise:

157.2.1. The Greater Alarm Response Matrix at SCHEDULE 24 - and its application insofar as it is reasonably practicable at any operational incident;

157.2.2. The Rescue Exposure Confinement Extinguishment Fire Duty (RECEF) transitioning to Rescue Exposure Confinement Extinguishment Overhaul (RECEO) at SCHEDULE 25 - RECEF Transitioning to RECEO and its application at operational incidents;

157.2.3. The Division 2 systems of work at SCHEDULE 26 - and its application at operational incidents;

157.2.4. The Breathing Apparatus Procedures at SCHEDULE 9 - and its application at operational incidents;

157.2.5. The deployment of an Division 2 firefighter on operational duties only when he or she has satisfactorily completed FRV training reasonably required to

secure safe practice in the classification or rank in which he or she is deployed;

157.2.6. 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	Crew Level
Pumper	4
Pumper Tanker	4
Water Tanker	4
Ultra Large	4
Rescue	3
Aerial	2
Teleboom	4
Transporter	2
BA Bus	3
BA Support	2
Control Unit	2
District Car	1
Commander - ACFO Vehicle	1
Fireboat 1	4
Fireboat 2	4
UAV	2 (at least 1 at minimum LFF rank)
HAZMAT	3
Confined Space Rescue	8
HART	6
Rehab Unit	2
Strike Team or task force appliance under clause 136	4
New appliance	Safe level to be determined under the consultation provisions of this Agreement at clause 18 Consultation

157.2.7. The presence of 7 firefighters on the fire ground prior to the commencement of operations save and accept where otherwise agreed between the UFU and FRV.

157.2.8. The Strategic Location Profile of pumping capacity and specialist appliances as referred to in the crewing chart at SCHEDULE 1 - Minimum Staffing Chart insofar as it provides for the availability of equipment necessary for the attendance at operational incidents likely to arise in the locations concerned.

157.2.9. The specified number of personnel will be increased in accordance with the implementation dates contained within the Schedule 1 - **MINIMUM STAFFING CHART** and in accordance with Clause 18 – Consultation.

157.3. The Division 2 Systems Conditions comprise the agreed safe system of work. Any variations to the Division 2 Systems Conditions or the agreed safe system of work must only occur by agreement via clause 18 - Consultation. 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 Division 2 Systems Condition.

157.4. To give effect to the above, the parties agree to increase staffing in accordance with clause 158, SCHEDULE 16 - Minimum Crewing Chart of Division 2 and SCHEDULE 1 - Minimum Staffing Chart of Division 1.

#### **158. NECESSARY MINIMUM STAFFING**

158.1. 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 Chart in SCHEDULE 1 - MINIMUM STAFFING CHART as applicable from time to time will be maintained as a minimum.

158.2. Given FRV's decision to establish and maintain the stations referred to in the attached SCHEDULE 1 - Minimum Staffing Chart 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, FRV will ensure that:

158.2.1. the minimum number of employees available on each shift will be as set out in the Chart in SCHEDULE 1 - Minimum Staffing Chart as applicable at the relevant time;

158.2.2. 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 - Minimum Staffing Chart as applicable at the relevant time;

158.2.3. the number and rank of employees allocated to any other position referred to in a Chart in SCHEDULE 1 - Minimum Staffing Chart at any given time will, at a minimum, be in accordance with the Chart in SCHEDULE 1 - Minimum Staffing Chart as applicable at the relevant time.

- 158.3. An alteration to the number and rank of employees required to be allocated under sub clause 158.2.2 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.
- 158.4. The number and rank of employees allocated to day work positions will be at an establishment minimum of 123, consisting of the following establishment profiles:
- 158.4.1. Division 2 ACFO – 11
  - 158.4.2. Division 2 Commanders – 38
  - 158.4.3. Division 2 SSOs – 16
  - 158.4.4. Division 2 SOs – 41
  - 158.4.5. Division 2 LFFs – 17
- 158.5. The positions referred to in sub-clause 158.4 above are additional to the establishment numbers referred to in SCHEDULE 1 - Minimum Staffing Chart. Further, the above numbers shall not form part of or be counted for the purpose of the requirements set out in sub-clause 158.2.
- 158.6. The parties agree to review the above minimum figure to ensure FRV's statutory obligations are being met. Any such review will not result in a reduction of the current figures above.
- 158.7. At the expiry of the 2016 MFB UFU Operational Staff Agreement, the total number of operational employees employed by the MFB and allocated to Operations was 1945. This number will increase to a minimum of 2,053 Division 2 Firefighters under the life of and in accordance with this Agreement and the agreement to employ an additional 108 Division 2 Firefighters.
- 158.8. The parties agree to review the staffing factor of 5.7 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 above.
- 158.9. To ensure an appropriate ratio and availability of Division 2 Commanders, there shall be a minimum of on shift Division 2 Commander positions as set out in the staffing chart appointed at any given time, with minimum establishment numbers of Division 2 Commanders being 63.
- 158.10. FRV will supply response time data and staffing/equipment variations to the UFU as relate to Division 2 Firefighters on a monthly basis to be considered by the parties.

- 158.11. The parties will continue the establishment of the Resources Allocation & Deployment Advisory Panel (which will be a sub-committee of the FRV/UFU Consultative Committee) to discuss resource allocation & deployment issues relating to Division 2 Firefighters.
- 158.12. FRV will provide complete transparency and appropriate access in relation to all emergency response and service delivery information, data and materials.
- 158.13. The parties support an increase in the global numbers of Division 2 Firefighters based on an analysis of specific risks within the Metropolitan Fire District.
- 158.14. FRV will meet its duty of care by ensuring seven professional/career firefighters dispatched to fireground incidents before commencement of safe firefighting operations.
- 158.15. FRV 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 SCHEDULE 1 - MINIMUM STAFFING CHART and clause 157.2.6.
- 158.16. In addition to the current practices skill acquisition training of firefighters will take place at recognised training venues on a planned muster and dismiss basis by firefighters on roster.
- 158.17. There will be no cross crewing of any appliance unless otherwise agreed by the parties. **Cross crewing** means a professional / career firefighter being able to be allocated to more than one appliance at the one time. To avoid any doubt, cross crewing means not deploying a sufficient number of firefighters to be able to facilitate dedicated crewing on each appliance.
- 158.18. In all matters related to the employment of current staff, additional staff (such as in sub-clauses 158.7 and 158.20) and other staff covered by this Agreement, where this Agreement requires FRV to employ staff FRV agrees that it is appropriate that a Court may grant orders requiring FRV to employ such staff.
- 158.19. Further, FRV will not make any Division 2 Employee redundant, either by targeted or voluntary redundancy, unless otherwise agreed between the parties.
- 158.20. Further Additional Staffing
- 158.20.1. 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 regard to relevant factors including population growth and increased risk factors, and to ensure the appropriate level of fire cover for the community, the Fire Rescue

Commissioner has determined that additional employees and positions are required as specified in sub-clause 158.20.2.

158.20.2. The additional staffing resources implemented in accordance with SCHEDULE 1 - Minimum Staffing Chart are sufficient to meet the staffing requirements of other provisions in this Agreement which have staffing implications.

158.20.3. FRV will conduct a minimum of 3 Division 2 recruit training courses per year, or a greater number of recruit training courses to be agreed between the UFU and FRV to train the new recruits to give effect to clause 158.20.2. Neither party will unreasonably withhold agreement for a greater number of recruit training courses per year.

158.20.4. Each recruit training course will train a minimum of 24 Division 2 Recruits, or a greater number to be agreed between the UFU and FRV. Neither party will unreasonably withhold agreement to a greater number of recruits per course.

158.20.5. In addition, if it is necessary in order to maintain the agreed staffing level, FRV and the UFU agree to additional Division 2 recruitment courses, to be run by FRV. Division 2 Recruit training courses will continue to be run in accordance with this Agreement until the requirements of sub-clause 158.20.2 has been fulfilled. The parties commit to cooperate to facilitate the Internal Secondment of Operational Staff of Division 3 professional instructors to assist in the training of new Division 2 recruits.

158.20.6. At the conclusion of each Division 2 recruit training course or as otherwise agreed between FRV and the UFU, FRV will deploy all qualified Division 2 Recruit firefighters in the manner determined following consultation in accordance with clause 18 Consultation.

158.20.7. Consultation on the creation of any new positions over and above SCHEDULE 1 - Minimum Staffing Chart and the deployment of personnel into positions shall occur in accordance with clause 18 Consultation.

158.20.8. In the event that FRV fails to comply with the obligations to employ the additional Division 2 Firefighters by the nominal expiry date of the Agreement, it shall continue employing firefighters and conducting recruit courses in accordance with sub-clauses 158.20.3, 158.20.4,



158.20.5 and 158.20.6 until such time as the required number of positions in sub-clause 158.20.2 have been employed.

158.21. UFU and FRV agree to review specialist appliance crewing during the life of this Agreement and with a view to ensuring appliance-based crewing across the FRV Fire District. Such review shall occur in accordance with Clause 18 – Consultation.

## **159. ROSTERING**

159.1. Division 2 Employees shall be rostered in accordance with this clause.

159.2. The parties agree that for reasons including the welfare and safety of employees covered by this Agreement, FRV will not employ any Division 2 Employee on any basis other than a roster of hours provided for in this Agreement.

159.3. Save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES, FRV will not employ an Division 2 Employee on a part-time or casual basis, and no Division 2 Employee may hold a position on such a basis, unless in each case there is agreement between all parties (agreement is required for each employee).

159.4. This clause is subject to the rights of employees to work in a non-station based position pursuant to clause 56 Rights Under NES.

159.5. 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.

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

159.6.1. With the exception of operational dayworkers, full-time Division 2 Employees shall work and be rostered in accordance with the operational "10/14" roster set out in clause 168, 10/14 Roster System and the conditions in clause 169, 10/14 Shifts or the conditions set out in clause 145 Roster of Hours for Division 2 FSCC's.

159.6.2. Full-time operational dayworkers (Division 2 Firefighters who are not working on a roster referred to in sub-clause 159.6.1) shall work and be rostered in accordance with the special duties roster set out in clause 170.

159.6.3. Where part-time employment is agreed, part-time employees will:

- a) work and be rostered on hours negotiated and agreed in writing between FRV the Division 2 Employee and (save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES) 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;
- b) Be paid special duties allowance not at a pro rata rate; and
- c) be paid for any additional hours worked at overtime rates.

159.7. For the avoidance of doubt, Division 2 FSCCs are able to access the part-time rostering arrangements in accordance with this clause and clause 56 Rights Under NES.

## **160. TRAINING AND PROFESSIONAL DEVELOPMENT – DIVISION 2 EMPLOYEES**

160.1. The parties recognise that the Public Safety Industry Reference Committee (PSIRC) and/or its successor has developed national competency standards for fire services.

160.2. There is currently an agreed Emergency Response Training Framework document between the parties in relation to Division 2 Employees to which is attached at SCHEDULE 12 - Emergency Response Training Framework. 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 FRV training content.

160.3. In all training matters in relation to Division 2 Employees, 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.

160.4. The above Emergency Response Training Framework aligns required units of competency and training requirements with the Division 2 Firefighting classifications employed by FRV in accordance with industry standards and agency specific requirements.

160.5. Any future changes to this document will be by agreement between FRV and the UFU.

160.6. Training will take place at agreed recognised training locations and not at fire stations, unless otherwise agreed.

160.7. FRV will conduct an extensive range of preventative and preparedness programs and meet its duty of care by ensuring a minimum of seven professional / career firefighters to fireground incidents before commencement of safe firefighting operations.

160.8. In proceeding with this proposal it is accepted that:

160.8.1. In addition to the current practices skill acquisition training of Division 2 Firefighters will take place at recognised training venues on a planned muster and dismiss basis by firefighters on roster.

160.8.2. This training will only apply between Monday to Friday to skill acquisition of specialist appliance skills and Leading Firefighter courses, of 4 days duration, together with skill maintenance training for USAR, HART, WER, Road Accident Rescue and Trench Rescue. No more than the crews from four by 4 crew appliances will participate at any one time. Where additional staff are available they will be used to crew the district appliances prior to appliances being redeployed.

160.8.3. Community safety programs will be delivered on a planned basis by on shift firefighters in accordance with the plan developed by the Officer in Charge in consultation with the Community Resilience Commander. The plan will be developed having regard to the identified risk profile of the area and the capabilities of relevant employees.

160.9. Attendance by Division 2 Employees at all training and all professional development courses will be paid for by FRV and will be attended during the course of an employee's ordinary span of hours, except where FRV requests and the employee agrees 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 FRV. To avoid doubt, Division 2 Employees cannot elect to undertake training other than that which is provided by FRV or agreed via consultation to be provided by other than FRV, and be reimbursed for associated costs.

160.10. FRV will provide sufficient specialist courses so that FRV can maintain its operational capabilities and so that Division 2 Employees are able to undertake their work and having regard to employee work life balance and equitable sharing of duties. The minimum number of courses may be varied via the consultation process.

160.11. In addition, FRV will also provide the following technical operations courses for Division 2 Employees:

160.11.1. BG4

160.11.2. HAZMAT Technician

160.11.3. Marine (WER)

160.11.4. USAR (Incorporating Trench Rescue)

160.11.5. HART (Incorporating Confined Space)

160.11.6. Shipboard Fire-fighting

160.12. Within the first six months of this Agreement the parties will agree on staffing levels of Division 2 Employees (as part of concept of operations) for each technical operations specific area. To ensure operational efficiency needs are maintained, technical operations courses will be scheduled once agreed trigger figures (part of the agreed staffing levels and concept of operations) have been reached.

160.13. FRV will provide as a minimum annual skills maintenance training for all Division 2 Firefighters that have a qualification in specialist roles or in the operation of specialist appliances or equipment.

160.14. All changes to technology, upgrades of software, changes to IT use or introduction of new software which may affect Division 2 Employees will be introduced with the provision of agreed training courses delivered by operational staff and/or appropriately qualified persons as agreed through the consultation provisions at clause 18 Consultation.

160.15. FRV will keep accurate and up to date records of all Division 2 Employee training and acquisition of skills, competencies and qualifications. Such records shall be available to employees on request.

## **161. UNIFORMS, APPLIANCES AND EQUIPMENT**

161.1. FRV shall supply each Division 2 Employee and be responsible for the cost of replacing, repairing and / or cleaning the articles of clothing and / or equipment (including Breathing Apparatus sets) that must be worn and / or used by the employee.

161.2. FRV shall reimburse each Division 2 Employee for the cost of the purchasing, replacing, repairing and/or cleaning the articles of clothing and/or equipment that the Union and FRV 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 FRV.

161.3. The replacement, repairs and/or cleaning of the articles of clothing and equipment will occur when reasonably required by each Division 2 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.

161.4. 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.

FRV and UFU must agree on all aspects of the:

161.4.1. articles of clothing;

161.4.2. equipment, including personal protective equipment;

161.4.3. technology;

161.4.4. station wear; and

161.4.5. appliances;

to be used or worn by Division 2 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.

161.5. The agreed list of station wear, uniform and PPC&E for FRV Employees is attached at SCHEDULE 14 - List of Station Wear, Uniform & PPC/E.

161.6. Attached at SCHEDULE 15 - APPLIANCES is the agreed list of appliances with general specifications for use by FRV Employees as at the commencement of this 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.

161.7. FRV agrees that for the purposes of cost savings and consistency between Division 2 and Division 3 Firefighters the UFU will have up to 3 additional Division

3 Firefighter representatives as part of the consultation process for all changes to station wear, uniform and PPC&E for Division 2 Employees.

161.8. A plan of distribution of replacement items for Division 2 Employees is at SCHEDULE 14 - List of Station Wear, Uniform & PPC/E.

161.9. To avoid doubt, all Division 2 recruits will be issued with car coats as part of their initial uniform provision.

161.10. Further to the above, FRV will provide any Division 2 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.

161.11. Further to the above, FRV will develop, consult and agree with the UFU a rehabilitation solution for Division 2 Employees to deal with the anticipated thermal stress of new PPC and changing work environment.

161.12. Emergency response where PPC being repaired or cleaned:

161.12.1. Where a Division 2 Firefighter has all 3 sets of their Structural PPC away for laundry or repair:

161.12.1.1. the Division 2 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.

161.12.1.2. FRV will ensure that minimum crewing is maintained during this period.

161.12.2. Where a Division 2 Firefighter has all 3 sets of their Wildfire PPC away for laundry or repair:

161.12.2.1. the Division 2 Employee will not be responded to any incident where they would be required to wear their Wildfire PPC.

161.12.2.2. FRV will ensure that minimum crewing is maintained during this period.

161.12.3. Where an Division 2 Firefighter has all 3 sets of their Rescue PPC away for laundry or repair:

161.12.3.1. the Division 2 Employee will not be responded to any incident where they would be required to wear their Rescue PPC.

161.12.3.2. FRV will ensure that minimum crewing is maintained during this period.

161.12.4. No Division 2 Firefighter shall use or be required by FRV to use other firefighters PPC or spare FRV PPC, except in accordance with processes agreed via the consultation provisions at clause 18 Consultation.

161.13. Any new appliance proposed to be introduced into FRV which relates or may relate to work performed by Division 2 Employees will only be introduced where agreed between FRV and the UFU. Agreement 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.

161.14. For the avoidance of doubt, prior to the development / building or tendering of the appliance/s consultation will occur and FRV will reach agreement via clause 18 Consultation of this Agreement on:

161.14.1. Design and specifications of the appliance;

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

161.14.3. Safe Staffing to crew and operate the appliance;

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

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

161.15. 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.

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

161.17. All appliances used by Division 2 Employees will be equipped with at least 5 breathing apparatuses at all times or at least 1 for every person who catches the appliance at any time (whichever is greater), except where agreed by consultation.

161.18. All stations in the Metropolitan Fire District and appliances used by Division 2 Employees will have an operating thermal imaging camera. Such camera will be an agreed model.

161.19. All stations in the Metropolitan Fire District will have the following additional equipment within the first 6 months of this Agreement:

161.19.1. thermal imaging camera of the agreed specification – 1 per appliance, except where agreed otherwise by the parties

161.19.2. Agreed gas detectors – 1 per heavy pumper and 4 personal gas detectors

161.19.3. 1 portable radio per person per shift and at least 1 spare radio on each appliance

161.20. On retirement, Division 2 Employees shall be entitled to keep their uniform if they choose. The conditions and limitations will be in accordance with an agreed policy.

161.21. For reasons including but not limited to safety and security, at all times, all uniforms and personal protective equipment provided and assigned to a Division 2 Employee shall remain designated for use only by that employee.

161.22. The Parties have agreed for reasons including employee health, safety and welfare that continued use of appliances that have exceed their lifespan is an unacceptable risk to firefighters and the communities they are responsible to protect. FRV acknowledges that at least 15 appliances currently in commission have exceed their lifespan. Accordingly, FRV will introduce 20 new agreed FRV Rescue Pumper appliances over the life of this Agreement subject to government funding being received by FRV.

## 162. ALLOWANCES AND REIMBURSEMENTS GENERAL [QUANTA NOT AGREED]

162.1. The monetary amounts of the allowances provided for in this Division set out in SCHEDULE 17 - Allowances (with the exception of Clause 162.5 Personal Expenses and Accommodation) shall be paid in accordance with Australian Tax Office legislation. However, in the case where a Division 2 Employee received less than the net amount stipulated in SCHEDULE 17 -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.

162.2. All allowances will increase by 25.9% from the date of commencement of this Agreement.

162.3. In accordance with existing practice the parties agree that any claim for additional allowance, new allowance, or increase to an existing allowance, 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).

162.4. The methods of payments for individual allowances will continue as per the custom and practice for payments of allowances. Any changes to methods of payments, including implementation of any such changes, shall only occur by agreement between UFU and FRV in accordance with Clause 18 – Consultation.

**162.5. Personal expenses and accommodation**

162.5.1. Procedures for and the amount of personal expenses relating to travel, accommodation and personal expenses for Division 2 Employees in addition to those contained elsewhere in this Agreement, are contained in the Personal Expenses and Accommodation Agreement at SCHEDULE 17 - Allowances Division 2 Part B, which shall apply.

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

**162.6. Expenses and Roster Penalties**

162.6.1. When a Division 2 Employee is detailed for duty to a location other than that to which the employee is currently rostered, such employee shall receive two weeks' notice of such duty. An employee, in the event of not receiving two weeks' notice of such duty, and such duty has not been designated an emergency, shall, in addition to his or her wages be paid/reimbursed:

162.6.1.1. All fares necessarily incurred by him or her in excess of those ordinarily incurred between his or her residence and the location to which the employee is currently rostered; and

162.6.1.2. A daily allowance paid equal to one hour's wages at overtime rates; and

162.6.1.3. If the duty location is further from the employee's residence than the location to which that employee is currently rostered, an allowance of fifteen minutes each way at ordinary rates for each six kilometres or part thereof measured by the radius, which separates his/ her currently rostered location and duty location.

162.6.2. When this Agreement provides that an Division 2 Employee is entitled to 'rostering penalties' then the employee shall, in addition to his or her

wages, receive the payments prescribed in sub-clause 162.6.1 (to avoid doubt, there is no requirement for less than two weeks' notice for the provisions referred to above to be paid).

162.6.3. When a Division 2 Employee is detailed for duty to a location other than a location within his or her district, or an annexed location, under the rostering arrangements in place from time to time such employee shall, in addition to his or her wages, receive the payments prescribed in sub-clause 162.6.1 (To avoid doubt, there is no requirement for less than two weeks' notice for the provisions referred to above to be paid).

For the purposes of this Division "District" means a geographic area as applied at the commencement of the Agreement or as subsequently agreed between the parties from time to time and which may also be described as a "Zone".

162.6.4. When a Division 2 Employee, while on duty at his or her currently rostered location is required to perform duty at another location he or she shall:

162.6.4.1. If returned to his or her currently rostered location during his or her duty shift the employee shall be reimbursed the cost of reasonable transport, between his or her currently rostered location and the location at which he or she is required to perform duty, the provisions of this subclause shall not apply where FRV provides reasonable transport; or

162.6.4.2. If he or she remains on duty at such other location until the end of his or her duty shift, he or she shall, in addition to his or her wages be paid:

162.6.4.3. the appropriate single fare to his or her currently rostered location; and

162.6.4.4. an allowance equal to one half-hour's (30 minutes) wages at overtime rates; and

162.6.4.5. if the duty location is further from his or her residence than the location to which he or she is currently rostered, an allowance of fifteen minutes at ordinary rates for each six kilometres or part thereof measured by the radius, which

separates the location to which he or she is currently rostered and the duty location.

162.6.5. When an employee is required to work in excess of 1.5 kilometres from the location to which he or she is currently rostered, he or she shall be reimbursed the cost of reasonable transport between the location to which he or she is currently rostered and the place where the work is to be performed, including transport to and from all fire duty and watching duty, this provision shall not apply where FRV provides reasonable transport.

162.6.6. A Division 2 Employee who by agreement with his or her employer uses his or her own motor vehicle on FRV's business shall be paid the motor vehicle / mileage allowance in clause 104.7 per kilometre travelled.

162.6.7. A Division 2 Employee transferred or detailed for duty to another location for less than one roster shall be entitled to the provisions in sub-clause 162.6.1 (To avoid doubt, there is no requirement for less than two weeks' notice for the provisions referred to above to be paid)

162.6.8. All Officers and Firefighters, when doing an out duty, will be reimbursed fares/ travelling costs from either their home or destination location.

162.6.9. A Division 2 Employee who is retained on the completion of his or her night shift in circumstances where such night shift prior to retention was interrupted by a fire call, incident or a requirement to undertake fire duty, shall be paid a travel allowance which covers reasonable travelling time to his or her residence following that retention period.

162.6.10. Where a Division 2 Employee is recalled to work at a work location which is different to an employee's rostered station, the employee shall be paid a relieving allowance of \$40.37 per shift.

## 162.7. Special Duties Allowance

162.7.1. Division 2 Employees rostered for Special Duties shall receive an allowance in accordance with SCHEDULE 17 - Allowances whilst so rostered. Special Duties shall include all rostered duty in all FRV departments including but not limited to Training and Education, Fire Safety and Administrative areas of Operations as well as the rosters of all day work personnel on OSG.

162.7.2. UFU and FRV agree to consult during the life of this Agreement on the Special Duties Allowance for Division 2 Station Officers and/or Senior Stations Officers rostered to designated FRV District Stations. For the avoidance of doubt, and until any harmonisation of Rostering systems occurs, designated FRV District Stations are 1, 7, 44, 25 and 22. Any entitlement will be referred to the Fair Work Commission for determination if the parties are unable to agree. Both parties reserve their rights to put their respective positions.

#### **162.8. Qualification Allowances**

162.8.1. A holder of IFE Graduate/Technician Certificate or a Certificate of Fire Technology or equivalent shall receive an allowance in accordance SCHEDULE 17 - Allowances.

162.8.2. A holder of IFE Graduate/Technician Certificate and Certificate of Fire Technology or equivalent shall receive an allowance in accordance with SCHEDULE 17 - Allowances.

162.8.3. A holder of IFE Membership and Graduate/Technician Certificate or equivalent shall receive an allowance in accordance with SCHEDULE 17 - Allowances.

162.8.4. A holder of Certificate IV in Workplace Training and Assessment shall receive an allowance in accordance with SCHEDULE 17 - Allowances.

162.8.5. UFU and FRV agree to review, and update, the IFE Qualifications as against the IFE Qualifications published via The Institution of Fire Engineers (UK).

#### **162.9. Payment of Allowances**

162.9.1. FRV 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 three weeks from when the work was performed or expense was incurred.

#### **163. RECREATION/ANNUAL LEAVE**

##### **163.1. Division 2 Recruit to Division 2 Commander classifications and Division 2 FSCC classifications**

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

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

163.1.3. Where an employee leaves his or her employment before the completion of a full qualifying period for annual leave in any year of service, he or she shall be entitled to pro rata payment in lieu of annual leave for such broken period of service.

163.1.4. Where an employee requests annual Leave at half the rate of pay that they would ordinarily be entitled to, such application for annual leave at half the rate of pay shall be considered at the discretion of the Deputy Commissioner or their delegate.

163.1.5. All applications will be treated in an equitable and consistent manner and consent will not be unreasonably withheld.

163.1.6. 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:

163.1.6.1. 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

163.1.6.2. 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.

163.1.7. An employee shall be able at their election to swap a period in which to take annual leave with another willing employee subject to approval of FRV.

## 163.2. Annual leave - ACFOs

163.2.1. An employee shall be entitled to 5 weeks' recreation leave per year plus a minimum of 11 public holidays.

163.2.2. No Employee covered by this Agreement will be allowed to work for FRV during any period of recreation leave including Long Service Leave. Any employee who uses Bereavement Leave or Sick Leave during a period of Recreation Leave shall extend the Recreation Leave or shall be recredited by the period of time he / she is on Bereavement Leave and, or, Sick Leave.

163.2.3. An employee who uses sick leave of one tour/week or more shall extend the Long Service Leave or shall be recredited by the period of time he/she is on Sick Leave.

163.2.4. If an employee is required to work, or is rostered for priority recall, on any day which is a public holiday under the Public Holidays Act 1993, the employee will be entitled to an additional day's paid recreation leave. The current practice of accruing such leave on an hour for hour basis will continue.

**163.3. Annual leave – conditions that apply to all Division 2 employees**

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

**PART B - CONDITIONS APPLYING TO  
DIVISION 2 RECRUIT FIREFIGHTER  
THROUGH TO DIVISION 2 ACFO's**

**164. APPLICATION OF PART B**

164.1. This part applies to all employees with any exceptions as provided for in parts C and D of Division 2 of the Agreement.

**165. CLASSIFICATIONS**

165.1. An **employee** to whom this part applies shall be employed in one of the following ranks:

165.1.1. Division 2 Recruit Firefighter

165.1.2. Division 2 Firefighter Level 1

165.1.3. Division 2 Firefighter Level 2

165.1.4. Division 2 Firefighter Level 3

165.1.5. Division 2 Qualified Firefighter

165.1.6. Division 2 Senior Firefighter

165.1.7. Division 2 Leading Firefighter

165.1.8. Division 2 Station Officer

165.1.9. Division 2 Senior Station Officer

165.1.10. Division 2 Commander

165.1.11. Division 2 Assistant Chief Fire Officer

165.2. It is the intention of the parties that there will be no entry to the Division 2 operational stream of firefighting other than through the Division 2 recruit firefighter training course. Accordingly, FRV 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:

165.2.1. is (and immediately prior to the appointment, promotion, progression or transfer was) engaged in the Division 2 operational stream of firefighting:

165.2.1.1. who holds a Division 2 rank referred to in clause 164.1 and has completed the service referred to in clause 156 and

165.2.1.2. holds the prerequisites for the rank set out in clause 11 to which they are to be promoted, appointed, progressed or transferred, and

165.2.1.3. has completed any other necessary assessment and possesses any other necessary prerequisites for appointment, promotion, progression or transfer.

165.3. The only exceptions to the above shall be where:

165.3.1. an employee is laterally entered pursuant to this Agreement; or

165.3.2. the employee was, immediately prior to the Establishment Date, employed by the MFB in an equivalent classification and transferred their employment to FRV; or

165.3.3. where this Agreement explicitly provides otherwise.

165.4. 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.

## 166. HOURS OF WORK

166.1. 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. 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.

166.2. The rostered hours of each employee shall not exceed:

166.2.1. 14 on any one day;

166.2.2. 48 in any 7 consecutive days;

166.2.3. 96 in 14 consecutive days;

166.2.4. 192 in 28 consecutive days;

166.2.5. 336 in 56 consecutive days.

166.3. **Shower and changing times**



166.3.1. When an employee is involved on a duty which requires a shower and change, fifteen minutes shall be allowed for this purpose.

166.3.2. Duty which requires a shower and change includes but is not limited to false alarms.

**167. ROSTER OF HOURS**

167.1. FRV shall employ each employee on one of the following rosters:

167.1.1. The 10/14 Roster System (referred to below);

167.1.2. Special Duties Roster (referred to below); or

167.1.3. Any other configuration as agreed between the UFU and FRV.

167.1.4. Part time employees shall be rostered in accordance with clause 159 Rostering.

**168. 10/14 ROSTER SYSTEM**

The roster of hours for an employee on the 10/14 roster system shall be as follows:

**168.1. Shifts**

D-8.00 a.m. to 6.00 p.m.

N-6.00 p.m. to 8.00 a.m.

**168.2. 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	
A Platoon Hours					D	D	N	N						D	D	N	N					
				3				N														
				4																		
B Platoon Hours		D	D		N	N								D	D	N	N					
				3																		
				4																		
C Platoon Hours	D	D	N	N				D	D	N	N											
				3																		
				4																		
D Platoon Hours	N	N				D		D	N	N				D	D	N	N					
				3																		
				4																		
A Platoon Hours	D	D	N	N				D	D	N	N											
				3																		
				4																		
B Platoon Hours	N	N				D		D	N	N				D	D	N	N					
				3																		
				4																		
C Platoon					D	D	N	N						D	D	N	N					

Hours	3 4	3 4	3 8	3 8
D Platoon	D D N N	D D N N	D D N N	N D D
Hours	4 8	4 8	4 8	4 8

168.3. An employee shall be entitled to at least 48 hours' notice of a change of rostered shift.

**169. 10/14 SHIFTS**

The following general conditions shall apply:

169.1. 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 FRV and UFU.

169.2. The roster when once compiled shall not be departed from, except in accordance with the provisions of this Agreement and by personal agreement between FRV and the employees concerned.

169.3. 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 offgoing shift shall remain on duty if required until the other shift returns, or until otherwise directed, when it shall be dismissed.

169.4. 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.

169.5. 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.

169.6. Subject to the provision of this clause, employees shall be dismissed punctually from their rostered shift.

**170. SPECIAL DUTIES ROSTER**

170.1. An employee rostered to Special Duties shall:

170.1.1. 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;

170.1.2. Receive the same total weekly wage as employees on the 10/14 roster as well as the Special Duties allowance set out in 162.7 Special Duties Roster; and

170.1.3. Shall otherwise be entitled to all the terms and conditions of this Agreement.

170.2. Where an employee is required to undertake duties that are outside of the standard hours for the work location the following shall apply:

170.2.1. Where such activity involves normal activities a minimum break between periods of duty of ten hours shall apply.

170.2.2. Where such activity involves a major fire or major incident a minimum break between periods of duty of twelve hours shall apply.

170.3. Where FRV agrees to a request in accordance with clause 9 or clause 56 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 sub-clause 170.1.1.

## 171. ROSTERING PENALTIES

Rostering penalties will apply to all work locations, not just fire stations.

## 172. ROSTERING ARRANGEMENTS AND PROCEDURES

172.1. Review

172.1.1. The parties agree to review the current rostered leave arrangements and in particular leave alignment with the intention of investigating a system whereby personnel returning to work from leave shall return to day shift rather than night shift. Any recommendation arising from the parties' review shall not result in any employee being disadvantaged.

172.1.2. The review of rostering will also focus on:

172.1.2.1. ensuring equity in the recall system

172.1.2.2. making the recall system District based

172.1.2.3. allocating an even number of employees to each District

172.1.3. The parties also agree that as part of reviewing rostering, the review of rostering requirements will have regard to compliance with the Division 2 Systems Conditions clause and a view to eliminating the current duplication that occurs via decentralized setting of rostering of personnel. There will be an operational position of a centralized dedicated rostering officer (who holds the minimum classification of Commander).

## 172.2. Rostering

172.2.1. The roster will be published every 28 days detailing the workplaces of all operational employees. If necessary penalties will be paid as determined by this Agreement.

172.2.2. Employees will not be rostered in such a way that adversely impacts on their residential or travel arrangements.

172.2.3. A Rostering Committee that has equal employer and UFU representation, will monitor and review all Rostering issues.

172.2.4. Any employees that transfer across districts to cover a day worker will fill that position on a temporary basis.

172.2.5. Any person who is transferred within the 14 day penalty period due to the personal welfare issues of any other employee will not be entitled to penalties.

## 172.3. Allocation of employees

172.3.1. Each district has been allocated a number of employees to fulfil the minimum crewing chart and to cover personnel on rostered Annual Leave and other leaves. Employees will be allocated to perform duties by reference to a district, platoon, but not a particular station. Day workers will be allocated a district, platoon and station to which employees were rostered prior to the commencement of day work, with the exception of those employees newly promoted to officer rank.

## 172.4. Vacant Positions

172.4.1. Employees shall be entitled to be on a waiting list for a home district vacancy (district vacancy list).

- 172.4.2. Where levels drop below the allocated trigger points a vacant position occurs. Vacant positions will be filled on the basis of rank, qualifications and experience required.
- 172.4.3. Vacant Positions will be filled from the district vacancy list.
- 172.4.4. Any employee up to the rank of Division 2 SSO can apply to be placed on the district vacancy list by email to FRV (to the Rostering Commander or their replacement).
- 172.4.5. Any classification above Division 2 SSO may have their personal circumstances taken into account on a case by case basis and refer such matter to the Transfer Grievance Committee in the event that a matter is not resolved.
- 172.4.6. At the time of lodgement of this Agreement to the Fair Work Commission the parties agree to review the current district vacancy list to give effect to this clause.
- 172.4.7. Any employee who declines an offer to fill a vacant position from the district vacancy list will return to the bottom of the list if a position is declined a fourth time when the vacancy offer is for the same platoon. The employee will remain in the same position on the list if a position is declined for a different platoon.
- 172.4.8. Newly promoted Division 2 Station Officers & Division 2 Senior Station Officers will automatically be deleted from any district vacancy list applied for previously. These employees must reapply for a transfer to an outer district via the district vacancy list.
- 172.4.9. Where the district vacancy list does not provide a candidate the following will occur:
- 172.4.9.1. Requests from employees to transfer across platoons within the employees current allocated district will be requested.
- 172.4.9.2. The vacant internal position will be advertised by email, authorised by the Rostering Commander.
- 172.4.10. Where there are no applicants or candidates for any vacant position FRV (via the Rostering Commander) will consider the criteria of rank, qualifications and place of residence (time, travel and distance) of potential employees.

172.5. Transfers of employees within districts

172.5.1. In relation to transfers of employees within districts FRV will have due regard to all and any impact on employees from movement, both in terms of the number of times moved, and the number of stations an employee is moved to.

172.5.2. Employees to be transferred may be personally notified on shift with 14 clear days' notice in addition to any time where the employee is on leave. Employees cannot be notified whilst on leave. Personal notification includes email and the personal email address has been installed and employees are trained in its use. To avoid doubt, personal notification only occurs where the employee receives and is able to read an email whilst on shift at work.

172.5.3. Where this subclause is not followed in part or whole, rostering penalties shall apply.

172.5.4. Employees will not be transferred more than seven times, during the current three year Rostering cycle without incurring penalties. Each three year roster cycle stands alone.

172.5.5. An employee will not be contacted or notified of a rostered transfer whilst on recreational leave.

172.5.6. For the purpose of payment of penalties, the following circumstances constitute a move (Transfer)

- When an employee is transferred from his/her current station to another station counts as a move.
- Temporary secondments to any day work positions, counts as a move.
- Returning from any temporary secondment from any day work positions, counts as a move.
- An employee who is placed on Operational Support and is transferred to another work place, counts as a move
- To avoid doubt, when an employee is moved and non-annexed penalties apply, this counts as a move
- To avoid doubt, when an employee temporarily acts up or undertakes higher duties and either of the first 5 points above also applies, this counts as a move

- To avoid doubt, any of the above points, regardless of whether penalties apply for late notification count as moves

172.5.7. For the purpose of payment of penalties, the following circumstances do not constitute a move (Transfer)

- If an employee is transferred to a station or day work position that they have applied for and been granted, this transfer does not count as a move.
- If an employee is transferred to another station because of a mutual change, this is not counted as a move.
- If an employee returns from annual leave to the last station he/she was rostered to prior to annual leave, this does not count as a move.
- Where penalties are paid due to late notification (non-emergency) or part roster change, the move back to the normal rostered station is not counted as a move.

Note:

In any other circumstances not contemplated above including but not limited to disciplinary action the rostering committee will determine what is a move or not a move.

172.6. Transfers to another District

If any employee is transferred into another district within the Metropolitan Fire District without being rostered at an annexed station, penalties will apply.

Annexed Stations:

- Central District is annexed to all stations in the outer districts, as long as the transfer is closer to an employee's place of residence (in travel, time and distance).
- Western District is annexed to stations 1, 2, 3, and 38.
- Northern District is annexed to stations 1, 2, 3, and 10.
- Southern District is annexed to stations 1, 10, and 38.
- Eastern District is annexed to stations 1, 3 10 and 38.

To avoid doubt, non-annexed station penalties also apply to Commanders or other ranks rostered to day work positions undergoing skills maintenance on shift.

During the life of this Agreement, rostering processes (including but not limited to annexed stations) will be subject to review in accordance with Clause 12 – Alignment and Clause 18 – Consultation.

#### 172.7. Rotation of Employees

A rotation system separate to the transfer clauses to provide employees with enhanced work life balance will be applied.

Any employee allocated a district position in Central District is entitled after 3 years to apply for a transfer to an outer district for eleven working rosters to temporarily interchange positions with an employee of the same rank (a rotation application list) The rotation application list includes the following:

- 1 Division 2 SSO per platoon per outer district, per year
- 2 Division 2 SO's per platoon per outer district, per year
- 3 Division 2 LFF's per platoon per outer district, per year
- 5 Division 2 FF per platoon per outer district, per year

The Rostering Committee may review these numbers when appropriate.

Employees for rotation, in the first instance, shall be drawn from lists of employees from each district who elect to be rotated.

Should there be no personnel on such list(s) then normal rotation procedure shall apply. If this occurs, FRV shall first choose employees with the least amount of time previously spent in Central District with equivalent qualifications/rank etc.

Any person rotated into Central during the previous Enterprise Agreement will not be rotated from their allocated district. Any UFU Delegate, Shop Steward, accredited representative or OHS representative shall also not be rotated if they so elect.

Employees on rotation will be notated on the current rosters.

A working party shall be established under clause 18 Consultation to discuss rotation principles within the first 12 months of this Agreement.

#### 172.8. New Employees

Before commencing shift work recruits will be initially allocated a platoon, with Central District designated as their home district. F1 Firefighters and F2 Firefighters will be rostered to stations not necessarily in Central District for continuation training. Generally continuation training will consist of 12 months in



Central District, and 12 months in one of the outer districts. F3 Firefighters will be initially allocated permanently to Central District, and at which time employees can apply to be placed on the district vacancy waiting list.

#### 172.9. Promotions

\* All newly promoted Division 2 Station Officers and Division 2 Senior Station Officers including day workers will be initially allocated to Central District.

\* Newly promoted Division 2 Station Officer & Division 2 Senior Station Officer will automatically be deleted from any district vacancy list applied for previously. These employees can apply for a transfer to an outer district via the district vacancy list.

\* Moves shall return to zero upon promotion to Division 2 Station Officer & Division 2 Senior Station Officer.

\* The number of moves in the 3 year roster cycle will remain the same upon promotion to any rank up to and including Division 2 Leading Firefighter.

#### 172.10. Short term platoon changes

FRV will have regard to the negative impact on employees of transfers across platoons. Transfers across platoons will be avoided where possible and will be for a maximum of one roster. Such transfers will only be used to maintain the efficient operational capacity of the organisation. Unless the employee agrees to extend such transfers for more than a maximum of one roster and such transfer is only used to maintain the efficient operational capacity of FRV, then employees who are transferred shall be paid rostering penalties.

In circumstances where transfers across platoons are necessary FRV will notify employees of any vacant positions across the platoons by email and employees are entitled to apply for a transfer across platoons to fill vacant positions.

If there is a vacancy then when filling the vacancy, FRV will have regard to any applications from employees as provided for above and the following:

\* If the transfer cannot be filled via application, the criteria of rank, qualifications and place of residence (travel, time and distance) shall be considered.

\* A register will be kept by rosters regarding equity in transfers across platoons. In any 3 year roster agreement period an employee should not be required to transfer across platoons on more than one occasion.

\* Every effort will be made to ensure employees transferring across platoons will remain at the same station.

#### 172.11. Long Term/Permanent Platoon Changes

Periodically it may be necessary to balance the staffing allocation to maintain the efficient operational capacity of FRV in each platoon in each district, mainly due to retirements, resignations and promotions. FRV shall have regard to the negative effects of such changes on employees and disruption to employees personal and work life. The aim of this entire process either changing districts or within a district is to minimise the disruption to any employees work life balance.

#### 172.12. Changing Districts

FRV will follow the points in the order from 1 through to 5 in the process below to obtain a balance when district changes are required:

1. Selections from district vacancy list
2. Advertising positions when vacancies cannot be filled from the district vacancy list.
3. Firefighter Level 1 placements
4. Promotions
5. Rank, qualifications and place of residence (travel, time and distance).

#### 172.13. Within Districts

FRV will follow the points in order from 1 through to 5 in the process below to obtain a balance when changes are required:

1. Requests registered with FRV from other platoons
2. Advertising positions when vacancies cannot be filled from the requests registered with the FRV from other platoons
3. Firefighter Level 1 placements
4. Promotions
5. Rank, qualifications and place of residence (travel, time and distance).

172.14. A Transfer Grievance Committee, established pursuant to Clause 96 – Rostering Arrangements & Procedures, shall hear and determine any transfer grievance brought before it by any employee who believes he/she has been unfairly treated because of a transfer.

#### 173. BREAKS

173.1. Employees are entitled to a paid meal break of one hour during each shift. During this time the employee is to remain on duty.

173.2. Subject to operational requirements meal breaks will be taken at regular times and will be commenced within five hours of commencing duty.

173.3. Employees performing fire duty continuously for a period of three hours or more are entitled to a paid 30 minute refreshment break.

173.4. 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.

#### 174. OVERTIME

174.1. 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.

174.2. 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.

174.3. 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.

174.4. An employee recalled to work overtime shall be paid travelling time, at ordinary rates, except on Sundays and public holidays when time and one half apply. In addition, a payment of \$1.60 per kilometre or part thereof, shall be made in respect of the distance travelled from home to work and return.

174.5. 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.

174.6. 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.

174.7. All recall or retention provisions apply regardless of whether or not any notice is provided for the overtime.

## **175. REST AND RECLINE**

175.1. 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.

175.2. In accordance with past practices of recent years within the MFB, operational work will be:

175.2.1. Limited and preplanned training that can only be conducted during the hours of 11.00 pm and 7.00 am.

175.2.2. 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.

175.3. FRV will consult, in accordance with the consultative provisions of this Agreement, prior to implementation, on pre-planned activities on a case by case basis.

175.4. 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.

## **176. FIRE INVESTIGATION**

176.1. FRV and UFU have agreed to move towards a state-wide Fire Investigation Unit. Discussions will occur between the parties in accordance with Clause 18 – Consultation.

176.2. The objective of these discussions shall be to harmonise the Fire Investigation Unit, including but not limited to remuneration, conditions, job description and qualifications.

176.3. Such discussions shall occur within the first 12 months of approval of this Agreement. In the event that the matter has not been resolved within this time period, the parties reserve their right to refer the matter to Fair Work Commission for conciliation and, if there is no agreement, for arbitration.

# **B1 - WAGES, ALLOWANCES AND OTHER REMUNERATION**

## **177. WAGES [QUANTUM NOT YET AGREED]**

177.1. Each employee shall be employed in one of the following classifications or pay point increment and be entitled to the following rates (enterprise rates) at the relevant dates:

### **WAGES PER WEEK**

Classifications and Increments	Relativity	Current Weekly Wage	1 October 2022	1 April 2023	1 October 2023	1 April 2024	1 October 2024	1 April 2025	1 October 2025
Division 2 Recruit	88%	1,113.60	1,248.34	1,287.04	1,320.51	1,346.92	1,368.47	1,409.52	1,430.66
Division 2 Firefighter Level 1	88%	1,552.63	1,740.49	1,794.45	1,841.10	1,877.92	1,907.97	1,965.21	1,994.69
Division 2 Firefighter Level 2	90%	1,581.36	1,772.70	1,827.66	1,875.18	1,912.68	1,943.28	2,001.58	2,031.60
Division 2 Firefighter Level 3	92%	1,613.62	1,808.86	1,864.93	1,913.42	1,951.69	1,982.92	2,042.41	2,073.04
Division 2 Qualified Firefighter	100%	1,738.86	1,949.26	2,009.69	2,061.94	2,103.18	2,136.83	2,200.93	2,233.95
Division 2 Senior Firefighter	110%	1,896.00	2,125.42	2,191.30	2,248.28	2,293.24	2,329.94	2,399.83	2,435.83
Division 2 Leading Firefighter	115%	1,999.60	2,241.55	2,311.04	2,371.13	2,418.55	2,457.25	2,530.97	2,568.93
Division 2 Senior Leading Firefighter	122%	2,121.41	2,378.10	2,451.82	2,515.57	2,565.88	2,606.94	2,685.14	2,725.42
Division 2 Station Officer	130%	2,260.74	2,534.28	2,612.85	2,680.78	2,734.40	2,778.15	2,861.49	2,904.41
Division 2 Station Officer (5 yrs and above)	137%	2,382.46	2,670.74	2,753.53	2,825.12	2,881.62	2,927.73	3,015.56	3,060.79
Division 2 Senior Station Officer	140%	2,434.44	2,729.00	2,813.60	2,886.75	2,944.49	2,991.60	3,081.35	3,127.57
Division 2 Senior Station Officer (5 yrs and above)	147%	2,556.12	2,865.42	2,954.24	3,031.05	3,091.67	3,141.14	3,235.38	3,283.91
Division 2 FSCC	140%	2,434.44	2,729.00	2,813.60	2,886.75	2,944.49	2,991.60	3,081.35	3,127.57
Division 2 Senior FSCC	174%	3,025.63	3,391.72	3,496.86	3,587.78	3,659.54	3,718.09	3,829.63	3,887.08
Division 2 Commander on commencement (L1)	151.60%	2,973.64	3,333.45	3,436.78	3,526.14	3,596.66	3,654.21	3,763.84	3,820.29
Division 2 Commander after 12 months (L2)	160.40%	2,973.64	3,333.45	3,505.90	3,597.05	3,668.99	3,727.70	3,839.53	3,897.12
Division 2 Commander after 24 months (L3)	169.19%	2,973.64	3,333.45	3,505.90	3,597.05	3,804.86	3,865.73	3,915.22	3,973.94
Division 2 Commander L4		2,973.64	3,333.45	3,505.90	3,597.05	3,804.86	3,865.73	3,990.85	4,050.72
Division 2 ACFO on appointment		4,011.80	4,497.23	4,636.64	4,757.20	4,852.34	4,929.98	5,077.88	5,154.04
Division 2 ACFO no later than 12 months after appointment		4,234.74	4,747.15	4,894.31	5,021.56	5,121.99	5,203.94	5,360.06	5,440.46
Division 2 ACFO no later than 24 months after appointment		4,457.55	4,996.91	5,151.82	5,285.76	5,391.48	5,477.74	5,642.08	5,726.71

177.2. For the purpose of the above table, the pay increment for a Division 2 Senior Leading Firefighter is the paypoint for a professional / career firefighter who has completed 5 years' service within the MFB or FRV at the classification of Leading Firefighter or Division 2 Leading Firefighter. To avoid any doubt, a Division 2 Senior Leading Firefighter is a paypoint, not a classification.

177.3. From the commencement of this Agreement, for the purpose of the applicable pay point for a Division 2 Commander or Division 2 ACFO in clause 177.1, FRV will recognise the consecutive service of the employee:

177.3.1. As an acting Division 2 Commander immediately prior to them commencing a Commander Course, upon their appointment to the substantive rank of Commander, where such service was carried out following the commencement of this Agreement; and

177.3.2. As an acting Division 2 ACFO immediately prior to them commencing an ACFO Course, upon their appointment to the substantive rank of ACFO, where such service was carried out following the commencement of this Agreement;

**177.4. Overtime**

In all cases when calculating overtime the rate to be used will be 90.93% of the enterprise rate.

**178. HIGHER DUTIES**

178.1. To ensure the chain of command, where there is an employee absent, FRV will fill the absence with an employee at the equivalent classification or where this Agreement allows, FRV will act up an employee.

178.2. A Division 2 Leading Firefighter may act in place of a Division 2 Station Officer.

178.3. A Division 2 Leading Firefighter acting as a Division 2 Station Officer shall be paid at the rate of an Division 2 Station Officer.

178.4. A Division 2 Station Officer or above may act in place of an employee of the next higher rank with the exception of Clause 135 – COMMANDER SECONDMENT QUALIFICATIONS ALLOWANCE – CAREER DEVELOPMENT OPPORTUNITY FOR STATION OFFICERS AND SENIOR STATION OFFICERS.

178.5. A Division 2 Station Officer or above, acting at the next higher rank, shall be paid at the commencement rate for the classification of the next higher rank. With the respect to Clause 135 – COMMANDER SECONDMENT QUALIFICATIONS ALLOWANCE – CAREER DEVELOPMENT OPPORTUNITY FOR STATION OFFICERS AND SENIOR STATION OFFICERS, a Division 2 Station Officer acting in place of an employee at the rank of Commander shall be paid at the commencement rate for that classification.

178.6. Employees in charge of an appliance and who must have command and control qualifications will be paid at least the Division 2 Leading Firefighter Rate.

178.7. Despite anything in this clause to the contrary, where an employee is acting up in a higher duties position at the commencement of this Agreement, any payment for

higher duties shall continue be paid at the rate of the employee that they are acting up for, for the entire period of higher duties.

178.8. 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.

178.9. Where an employee is acting into a Division 2 Commander role, they shall receive use of a vehicle as though the employee held the substantive position and, subject to incremental progression under clause 178.8, shall be paid at the commencement rate for a Division 2 Commander.

178.10. 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, instead of the difference between their substantive rate and the rate of the position they are acting up into.

178.11. A Division 2 Commander may act in place of a Division 2 ACFO for a period of time. Subject to incremental progression under clause 178.8, an employee who acts as a Division 2 ACFO for any period shall be paid at the commencement rate for a Division 2 ACFO for the entire period of higher duties.

178.12. A Division 2 ACFO may act in place of a Deputy Commissioner for a period of time. An employee who acts as a Deputy Commissioner will be paid at the rate of a Deputy Commissioner for the entire period of higher duties.

178.13. 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.

178.14. An employee who has performed higher duties for longer than 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.

178.15. To avoid doubt, performing higher duties at any rank is entirely at the election of the employee concerned.

## 179. ALLOWANCES

Where an allowance is a qualification allowance, the employee must maintain their skills to continue to receive the allowance. In the event that FRV 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.

#### **179.1. Division 2 Commander Reliever Allowance**

The parties agree to review conditions of designated Division 2 Commander Relievers in the first 12 months of this Agreement. Any outcomes from such review will be discussed between the parties and subject to dispute resolution if no agreement is reached.

Division 2 Commander Reliever duties include a dual role, providing relief for Division 2 Commanders and capability for planned absences and leave as well as performing general operational management responsibilities and activities during non-relieving periods.

Upon the introduction of any additional Division 2 Commander Reliever positions, the Consultative Committee must consult in relation to the following matters:

- Workload and intensity;
- Administrative arrangements which may be required in recognition of the unique role of Commander Relievers; and
- Any other matters required to be addressed in order to introduce the Division 2 Commander Reliever position in a fair, equitable and reasonable manner.

In the event that an employee is unable to take planned leave because FRV 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 FRV's inability to provide relief may utilise the dispute resolution procedure of this Agreement.

#### **179.2. Hazardous Material Technician Allowance**

Employees who undertake and successfully complete training as a Hazardous Material Technician shall be paid an allowance of \$31.80 per week.

The quantum of the allowance will be reviewed in the context of establishment of the special ops unit.

The parties agree to discuss and develop a rostering system within 12 months of the lodgement of this Agreement to ensure that the opportunity to obtain Hazardous Material Technician qualifications and perform this function is applied equitably to all FRV employees.



## **180. FURTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR PROFESSIONAL INSTRUCTORS**

### **180.1. Appointment**

180.1.1. FRV will not appoint a person to a position of professional instructor, and no person may hold a position of professional instructor, unless that person is an operational employee who holds a Division 2 operational stream of firefighting rank referred to in clause 156.3.10.

### **180.2. Classification and Location of Instructors**

180.2.1. The parties agree that any positions over and above the current Chart in SCHEDULE 1 - Minimum Staffing Chart will not be at the expense of Division 2 professional / career Firefighter and Division 2 Station Officer numbers. When Division 2 professional / career Firefighter or Division 2 Station Officer numbers increase as contemplated above they will not be at the expense of day work instructors.

180.2.2. All training and assessment including but not limited to that listed in SCHEDULE 12 - Emergency Response Training Framework shall be undertaken by FRV professional instructors only, unless by agreement with the UFU.

### **180.3. Certificate IV Training**

180.3.1. FRV will ensure all professional 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.

### **180.4. Further study**

180.4.1. 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 FRV. No request will be unreasonably withheld.

### **180.5. Qualification allowance**

180.5.1. In recognition of the acquisition of Diploma of Training and Assessment or equivalent, Instructors will receive a Qualification Allowance in accordance with SCHEDULE 17 - Allowances.

**180.6. Provision of Courses**

180.6.1. 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	Division 2 ACFO	Division 2 Commander	Division 2 SSO	Division 2 SO	Division 2 LFF	Division 2 Senior FSCC
Division 2 Recruits	1	1	1	12	1	1
Division 2 LFF	1	1	1	2	2	1
Division 2 SO	1	1	1	1	1	1
Division 2 SSO	1	1	1	1	1	1
Division 2 FSCC	1	1	1	1	1	2
Division 2 Commander	1	1	1	1	1	1

180.6.2. For a professional instructor work on a course, the instructor shall have all of the vocational competencies being delivered.

180.6.3. Numbers of substantive ranks for courses which are not listed in clause 218.19.1 shall be agreed between the parties.

**180.7. Location of Work**

180.7.1. Instructors may conduct some of their administrative duties from their home location, if deemed appropriate and approved by their line manager.

**180.8. Wages**

180.8.1. Division 2 Firefighters and Division 2 Station Officers working as an Instructor shall be paid at the rate specified in the table in sub-clause 180.8.3.1.

180.8.2. No Instructor shall be paid less than the rate of a Division 2 Station Officer.

180.8.3. Appointees

180.8.3.1. Instructors will translate to the following pay rates based on their substantive classification:

Substantive Classification	Pay Rate as Instructor	Instructor Title
Division 2 Leading Firefighter	Division 2 Station Officer	Division 2 Leading Firefighter
Division 2 Station Officer	Division 2 Senior Station Officer	Division 2 Station Officer
Division 2 Senior Station Officer	Division 2 Senior Station Officer plus 10 relativity points of QFF	Division 2 Senior Station Officer
Division 2 Commander	Division 2 Commander	Division 2 Commander
Division 2 ACFO	Division 2 ACFO	Division 2 ACFO

## **PART C - ADDITIONAL CONDITIONS APPLYING TO DIVISION 2 COMMANDER TO DIVISION 2 ACFO CLASSIFICATIONS**

### **181. APPLICATION OF PART C**

181.1. This part applies to all employees of FRV engaged in or performing work that is or may be performed by an employee engaged in a classification or occupation referred to below:

181.1.1. Division 2 Commander

181.1.2. Division 2 ACFO

### **182. ACFO HOURS OF WORK**

182.1. Employees shall be rostered in accordance with this clause.

182.2. 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.

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

182.4. Save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES, FRV 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 (agreement is required for each employee).

182.4.1. Where part-time employment is agreed, part-time employees will:

182.4.1.1. work and be rostered on hours negotiated and agreed in writing between FRV the employee (save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES) 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;

182.4.1.2. Receive special duties allowance not at a pro rata rate; and

182.4.1.3. be paid for any additional hours worked at overtime rates, or

182.4.1.4. work in accordance with clause 159 Rostering, and where any reference to 42 hours in clause 159 Rostering shall be read as 38 hours.

182.4.2. Full-time employees shall work in accordance with sub-clauses 182.5 to 182.10.

182.4.3. For the avoidance of doubt, ACFOs are able to access the part-time rostering arrangements in accordance with this clause and clause 56

182.5. FRV wishes to continue the present arrangement which is that the Division 2 ACFO and their direct supervisor agree on a balanced approach to hours of work.

182.6. It is recognised that Division 2 ACFO's are expected to work as directed and as needed within an average of a 38 hour week.

182.7. In this context, Division 2 ACFO's are expected to manage their own diaries so that there is a balance between working time and time off.

182.8. FRV respects the right of Division 2 ACFO's to balance their working time through compensatory time off on an individual basis for which approval will not be withheld.

182.9. 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.

182.10. The line manager shall ensure that hours of work are managed consistent with FRV's obligations under the Fair Work Act 2009 or its successor.

### **183. SPECIAL ROSTERS AND REST PERIODS**

183.1. To avoid doubt, these provisions apply as well as roster and hours of work provisions in part A of this Division.

183.2. A special roster is a roster to be recalled or standby on call as opposed to standard rosters under clause 167 Roster of Hours. The special rosters include the following types agreed to between FRV and the UFU:

183.2.1. Executive Officers and Commanders Special Roster (EOCSR)

183.2.2. Regional Controller Roster

183.2.3. State Control Centre Roster

- 183.3. No other special rosters or special rostered position shall exist or be implemented, unless agreed to between the UFU and FRV.
- 183.4. Special roster hours shall be agreed between FRV and UFU.
- 183.5. 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 employee's residence is further than 100 kilometres from the district, FRV shall provide reasonable accommodation for the employee within 100 kilometres.
- 183.6. For the purpose of clause 183.13.2, time spent on emergency deployment more than 100 km from the Melbourne GPO shall also be recognised as time spent on a special roster.
- 183.7. All time spent recalled under a special duty roster (that is time where the employee is required to be on duty for a special duty roster shift when they would otherwise be off duty or standby on call for that shift) shall be paid at recall rates and conditions in accordance with the overtime provisions in clause 174. Where an employee is provided with less than 24 hours' notice of the requirement to be on a special duty roster outside of their normal roster on duty hours, the first 24 hours on a special roster must be recalled to be on duty and clauses 183.8 and 183.9 shall not apply to that shift.
- 183.8. Unless otherwise provided in this Agreement, FRV will ensure employees do not work more than 14 hours consecutively. Work includes time on duty when the employee has been disturbed during an on call special roster.
- 183.9. 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 time on duty when the employee has been disturbed during an on call special roster together with time where an employee has been on duty on their normal roster. 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 Rostered and/or State Duty Officer achieves a 10 hour break.
- 183.10. If any employee does not receive the rest periods as outlined in this clause, a penalty rate of double time will be paid for all time on duty until the commencement of the time when the required rest periods are taken, in addition to any other entitlements provided in this Division.

183.11. Where work involves ongoing major operational activity, FRV will ensure that there are adequate breaks during periods of duty, including by ensuring that they have adequate relief available.

183.12. Where an employee who performs a rostered on call position at night is disturbed between 2300hrs and 0700hrs from their rest for any matters related to their special duties roster, 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 also be counted as time worked. Where an employee who performs a rostered on call position is disturbed at other times, the period of disturbance will be on duty time and paid at overtime rates where the employee is unable to adjust normal hours during the week to compensate.

183.13. To avoid fatigue, unless otherwise provided for in this Division, the employer will ensure that:

183.13.1. In any 35 day period, no employee shall be rostered on any special roster outside of normal roster on duty hours for more than 7 days.

183.13.2. In any calendar year, no employee shall be rostered for more than 56 days on any special roster, including for deployments outside of the Metropolitan Fire District. Any rostering beyond 56 days per year will only be by agreement between the employer, employee and the UFU. If an employee is rostered more than 56 days per year, FRV will pay the employee double time for all such time rostered outside of normal roster on duty hours and provide an equal amount of time as time off in lieu.

183.13.3. No employee will be required to work or be on a special roster more than 7 days consecutively. Any employee who works (that is disturbed and required to be on duty) more than 7 consecutive days whilst on a special roster must take 2 consecutive days off. These days will be paid at double time rates. For the purposes of this sub-clause, work means on duty for at least four hours in a day.

183.13.4. No employee will work or be on a special roster more than 4 nights in any week (Monday to Sunday). For the purposes of this clause the spread of hours for night work is between the hours of 1800 and 0800. Any employee who is on call and works for more than 4 hours on special roster duties for each night on

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 on special roster duties.

183.13.5. No employee will work more than 12 hours on a Saturday or a Sunday.

183.14. In the event of loss of motor vehicle license, employees will not be placed on a special roster.

#### **184. CAREER DEVELOPMENT TRANSFER OPPORTUNITIES**

184.1. The parties recognise employees covered by this Part are appointed to FRV and can be utilised and appointed to dedicated positions within FRV (inclusive of secondment/'acting up' positions where applicable).

184.2. In the event of such transfers between positions, FRV commits to consult with the UFU and the employees concerned on the proposed transfer.

184.3. Any dispute about transfers or changes to an employee's work location shall be dealt with in accordance with the dispute resolution process of this Agreement.

#### **185. ACFO PERSONAL DEVELOPMENT**

185.1. FRV may, upon application by the Division 2 ACFO, assist the Division 2 ACFO to undertake additional professional development activities through the provision of such financial assistance or leave with or without pay as is determined by the Fire Rescue Commissioner.

185.2. This clause shall not be used punitively or for disciplinary purposes.

185.3. Professional development opportunities will be shared equitably amongst Division 2 ACFOs.

185.4. FRV 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.

185.5. Reimbursement of the costs of fees and books shall be met by FRV on successful completion of each module/subject.

185.6. At all times leave is subject to work requirements and determined on that basis.

#### **186. ALLOWANCES / HIGHER DUTIES / REIMBURSEMENTS**

186.1. Employees covered by this part are entitled to reimbursement of expenses as per any arrangements that apply to the Fire Rescue Commissioner and Deputy Commissioners, where such entitlement exceeds an entitlement otherwise



conferred by the agreement. The application of this clause will be subject to Clause 18 – Consultation prior to implementation

**186.2. EMR Allowance**

All employees under this section will receive the allowance specified in clause 78 - Emergency Medical Response.

**186.3. 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 FRV. Where an employee has telephone rental/internet access as part of a bundle package or VOIP system the total amount will be paid,

**187. ADDITIONAL ROLES**

187.1. Division 2 Commanders and Division 2 ACFOs may perform the additional roles:

187.1.1. Executive Officers and Commanders Special Roster (EOCSR)

187.1.2. Regional Controller Roster

187.1.3. DCC Roster

187.1.4. State Control Centre Roster

187.1.5. RIAT Coordinator

187.2. 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. FRV will not ask or require any employee to undertake any such role other than roles agreed with the UFU.

187.3. Such positions will be advertised and filled via a fair and equitable selection process.

187.4. Any change to such positions shall be subject to consultation including agreement.

187.5. Pre-formed teams

187.6. 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 FRV Consultation Committee. Teams must have appropriate skills and competences.

**188. 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.

**189. VEHICLES**

189.1. In recognition of the operational responsibilities of employees covered by this part, FRV 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.

189.2. The parties have agreed that the following constitutes appropriately equipped:

189.2.1. Safety standard in line with as a minimum the silver rated Victoria Police vehicle design or bronze rated Victoria Police vehicle design for 4WDs

189.2.2. Australian made where available

189.2.3. Diesel fuelled or as otherwise agreed in accordance with Clause 18 – Consultation

189.2.4. FRV radio

189.2.5. Bull bar

189.2.6. Off road 4WD capacity - unless the employee states that 4WD is not required

189.2.7. Tinted windows

189.2.8. First aid kits

189.2.9. Fire extinguishers

189.2.10. Fog lights unless employee elects otherwise

189.2.11. GPS

189.3. 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.

**190. DIVISION 2 COMMANDER RELIEVER POSITIONS**

190.1. The Reliever positions will have a dual role, providing relief for both Division 2 ACFO and Division 2 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.

190.2. FRV shall ensure that there are adequate numbers of Division 2 Commander Relievers in each district and HQ to ensure that substantive Division 2 Commanders in districts are relieved for the entire period of their leave.

190.3. Prior to the introduction of any additional Division 2 Commander Reliever positions, the Consultative Committee must consult under clause 18 Consultation in relation to the following matters, and reach agreement about them:

- a) The location(s) to which any Division 2 Commander Relievers will be appointed;
- b) The geographic areas in which Division 2 Commander Relievers may perform relieving duties;
- c) The ratio of Division 2 Commander Relievers to Division 2 Commanders/ACFOs required;
- d) Workload and intensity;
- e) Administrative arrangements which may be required in recognition of the unique role of Division 2 Commander Relievers; and
- f) Any other matters required to be addressed in order to introduce the Division 2 Commander Reliever position in a fair, equitable and reasonable manner.

190.4. In the event that an employee is unable to take planned leave because FRV 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 FRV's inability to provide relief may utilise the dispute resolution procedure of this Agreement.

## DIVISION 3 – CONDITIONS APPLYING TO DIVISION 3 FIREFIGHTERS AND OTHER DIVISION 3 CLASSIFICATIONS

### Part A – Conditions applying to all Division 3 employees

#### 191. CLASSIFICATIONS, CAREER PATHS AND OPPORTUNITIES

191.1. The provisions of this clause shall be interpreted and applied having regard to the inherently dangerous nature of firefighters' duties.

191.2. Each employee to whom this Part applies shall be classified in one of the following classifications:

191.2.1. Division 3 Recruit Firefighter

191.2.2. Division 3 Firefighter Level 1

191.2.3. Division 3 Firefighter Level 2

191.2.4. Division 3 Firefighter Level 3

191.2.5. Division 3 Qualified Firefighter

191.2.6. Division 3 Senior Firefighter

191.2.7. Division 3 Leading Firefighter

191.2.8. Division 3 Station Officer

191.2.9. Division 3 Senior Station Officer

191.2.10. Division 3 Commander

191.2.11. Division 3 Assistant Chief Fire Officer

191.2.12. Division 3 Instructor

191.2.13. Division 3 Senior Instructor

191.2.14. Division 3 Communications Technical Service Officer

191.2.15. Division 3 Protective Equipment Technician

191.2.16. Division 3 Senior PE Technician

191.2.17. Division 3 Pad Operator

191.2.18. Division 3 Pad Supervisor

191.2.19. Division 3 Fire Service Communication Controller

191.2.20. Division 3 Senior Fire Service Communication Controller; or

191.2.21. Division 3 Manager Community Safety.

191.3. Classification and Rank Appointment and Progression

The following classification descriptions shall apply.

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

Employees may only be appointed to a Division 3 classification if they:

- a) are already employed in the Division 3 classification immediately below the classification to which they are to be appointed; or
- b) were, immediately prior to the Establishment Date, employed by the CFA in an equivalent classification and have transferred their employment to FRV.

For the avoidance of doubt, no person can be employed in a classification in this Division without first entering the CFA at the classification of recruit or FRV at the classification of Division 3 Recruit. The only exceptions to this are the lateral entry provisions of this Agreement or in respect of the positions described at clause 191.10 of the Agreement.

**191.3.1. Division 3 Recruit Firefighter** means a probationary Firefighter, who is undertaking the Division 3 recruit firefighter training course and, where applicable, has been allocated as a Division 3 Recruit Firefighter in accordance with clause 85.7.

**191.3.2. Division 3 Firefighter Level 1** means a Division 3 Firefighter who has completed the CFA or Division 3 recruit firefighter training course in accordance with the training framework at SCHEDULE 12 -Training Framework. Division 3 Firefighter Level 1 employees who have successfully completed the Division 3 recruit firefighter training course shall be engaged in the duties of a Division 3 Firefighter Level 1 in accordance with the classification description for Firefighter Level 1 (SCHEDULE 35 - Classification Descriptions).

**191.3.3. Division 3 Firefighter Level 2** means a Division 3 Firefighter who has completed the Division 3 recruit firefighter course and has completed twelve months service with FRV and/or CFA and all Division 3 Firefighter Level 1 units.

Division 3 Firefighter Level 2 employees are engaged in the duties of a Division 3 Firefighter Level 2 in accordance with the classification description for Division 3 Firefighter Level 2 (SCHEDULE 35 - Classification Descriptions). The units and training applicable for

progression to this paypoint are contained in the training framework at SCHEDULE 12 - FRV Emergency Response Training Framework.

**191.3.4. Division 3 Firefighter Level 3** means a firefighter who has completed 24 months service with FRV and/or CFA and all Division 3 Firefighter Level 2 units.

Division 3 Firefighter Level 3 employees are engaged in the duties of a Firefighter Level 3 in accordance with the classification description for Division 3 Firefighter (SCHEDULE 35 - Classification Descriptions). The units and training applicable for progression to this paypoint are contained in the training framework at SCHEDULE 12 - FRV Emergency Response Training Framework.

**191.3.5. Division 3 Qualified Firefighter** means a firefighter who has completed a minimum of 36 months service with FRV and/or CFA, all Division 3 Firefighter Level 3 units and possesses the Certificate of Proficiency.

Division 3 Qualified Firefighter employees are engaged in the duties of a Division 3 Qualified Firefighter in accordance with the classification description for Division 3 Qualified Firefighter (SCHEDULE 35 - Classification Descriptions). The units and training applicable for progression to this paypoint are contained in the training framework at SCHEDULE 12 -FRV Emergency Response Training Framework.

**191.3.6. Division 3 Senior Firefighter** means a firefighter who translates to this paypoint as a result of being a Senior Firefighter in the *CFA/UFU Operational Staff Enterprise Agreement 2010*.

**191.3.6.1.** If the employee has completed the requirements of the Division 3 Leading Firefighter transitional arrangements he or she is deemed to be the equal of a Division 3 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.

**191.3.7. Division 3 Leading Firefighter** means a firefighter who has completed a minimum of 48 months career firefighting service with FRV and/or CFA, has successfully completed all Division 3 Firefighter Levels 1, 2 and 3 units, all Division 3 Qualified Firefighter units, all Division 3 LFF units and assessment, all Division 3 Command and control units and has been a Division 3 Qualified Firefighter with FRV and/or CFA. Division 3 Leading Firefighter employees are engaged in the duties of a Division 3 Leading Firefighter in accordance with the position description for that classification in SCHEDULE 35 - Classification Descriptions.

**191.3.8. Division 3 Station Officer** means an appointed Officer who has completed a minimum of 6 years professional / career firefighting service with FRV and/or CFA, with at least 1 year at a minimum classification of Leading Firefighter with the CFA or Division 3 Leading Firefighter with FRV, and has successfully completed the Division 3 Station Officer units and Division 3 Station Officer assessment. Division 3 Station Officer employees are engaged in the duties of a Division 3 SO in accordance with the position description for that classification in SCHEDULE 35 - Classification Descriptions.

**191.3.9. Division 3 Senior Station Officer** means an appointed officer who has completed a minimum of 2 years' service with FRV and/or CFA at the Station Officer or Division 3 Station Officer Level and who has successfully completed the Division 3 Senior Station Officer units and assessment. The Parties agree that Division 3 Station Officers who are appointed as Station Officers at the commencement of this Agreement will be entitled to progress to Division 3 Senior Station Officer without appointment to a Senior Station Officer position following the completion of a minimum of 2 years' service with FRV and/or CFA at the Station Officer or Division 3 Station Officer Level and successful completion of the Division 3 Senior Station Officer units and assessment. Division 3 Senior Station Officer employees are engaged in the duties of a Division 3 SSO in accordance with the position description for that classification in SCHEDULE 35 - Classification Descriptions.

191.3.10. **Division 3 Commander** means an appointed officer who has completed a minimum of 1 years' service with FRV and/or CFA at the SSO or Division 3 SSO Level on shift and a minimum of 2 years' service with FRV and/or CFA at the SSO or Division 3 SSO Level and who has successfully completed the Division 3 Commander units and assessment (**the Commander requirements**). Division 3 Commander employees are engaged in the duties of a Division 3 Commander in accordance with the position description for that classification in SCHEDULE 35 - Classification Descriptions.

191.3.11. The Division 3 Commander classification also includes any employee who was previously classified as Operations Officer at the time of approval of this Agreement.

191.3.12. **Division 3 Assistant Chief Fire Officer** means an employee appointed officer who has a minimum of two years' service with FRV and/or CFA at the Commander or Division 3 Commander Level and who has successfully completed the Division 3 ACFO (former OM) units and assessment. Division 3 ACFO employees are engaged in the duties of a Division 3 ACFO in accordance with the position description for that classification in SCHEDULE 35 - Classification Descriptions.

191.3.13. The Division 3 ACFO classification also includes any employee who was previously classified as Operations Manager at the time of approval of this Agreement.

191.3.14. **A Division 3 Instructor** means a person appointed to a position of Instructor in accordance with clause 218.1. Division 3 Instructor employees are engaged in the duties of a Division 3 Instructor in accordance with the position description for that classification in SCHEDULE 35 - Classification Descriptions.

191.3.15. **A Division 3 Senior Instructor** means a person appointed to a position of Division 3 Senior Instructor in accordance with clause 218. Division 3 Senior Instructor employees have a qualification of Diploma of Training and Assessment are engaged in the duties of a Division 3 Instructor in accordance with the position description for that classification in SCHEDULE 35 - Classification Descriptions.



191.3.16. **Division 3 Communications Technical Service Officer (CTSO)** means a technical employee employed in the Division 3 Communications Operations Technical Services Department.

191.3.17. **Division 3 Protective Equipment Technician** is an employee employed in the Division 3 Protective Equipment Department who performs duties associated with the maintenance and commissioning of personal protective equipment.

191.3.18. **Division 3 Senior Protective Equipment Technician** 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.

191.3.19. **Division 3 PAD Operator** means an employee employed to perform duties relating to the operation of the practical area drill.

191.3.20. **Division 3 PAD Supervisor** means an employee employed in a supervisory role relating to the operation of the practical area drill.

191.3.21. **Division 3 Fire Service Communication Controller** means an appointed officer who has completed a minimum of 2 years' service with FRV and/or CFA at the Station Officer or Division 3 Station Officer Level and has successfully completed the Division 3 FSCC units and assessment. Division 3 FSCC employees are engaged in the duties of a FSCC in accordance with the position description for that classification.

191.3.22. **Division 3 Senior Fire Service Communication Controller** means a Division 3 Fire Service Communication Controller who has completed a 12 months service within FRV and/or CFA at the classification of FSCC or Division 3 FSCC.

191.3.23. **Division 3 Manager Community Safety (MCS)** 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 FRV and/or CFA at the Division 3 SSO Level on shift and a minimum of 2 years service' with the CFA at the SSO Level and who has successfully completed the Division 3 Commander units and assessment (**the Commander requirements**) and Division 3 ACFO (former OM) units and assessment, or an employee who has

been appointed as a Division 3 MCS category without having completed the Division 3 Commander and Division 3 ACFO requirements, engaged in the duties of a Division 3 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 18 Consultation.

191.3.24. From commencement of this Agreement all Division 3 MCS employee appointments will only be made where the candidate has completed the Division 3 ACFO requirements.

191.3.25. There shall be 4 paypoints of Division 3 MCS and progression will be automatic on each anniversary of the appointment date of each Division 3 MCS.

191.4. Where this Agreement refers to Division 3 Instructor or Division 3 FSCC, it shall be taken to include Division 3 Senior Instructor and Division 3 Senior FSCC, unless the context requires otherwise.

191.5. An Internal Secondment of Operational Staff program, which operates separately to the appointment and progression clauses, for an Internal Secondment of Operational Staff from the Division 2 operational stream of firefighting to the Division 3 operational stream of firefighting is contained in clause 51.

191.6. No person is allowed to sit for any assessment for a given rank in this Division unless that person has served the length of service that would otherwise make them eligible for promotion to that rank.

191.7. Regarding progression to the positions of Division 3 Commander and Division 3 ACFO, appointment shall be determined by reference to competencies and time served.

#### PROGRESSION

Employees selected to be promoted to Division 3 Commander, shall immediately upon appointment be released from normal duties to be provided the Division 3 Commander training. On completion of the course, all candidates will hold the position of Division 3 Commander.

Progression to Division 3 ACFO will be in accordance with meritorious, equitable and transparent process.

#### Competencies

SCHEDULE 12 - FRV EMERGENCY RESPONSE TRAINING FRAMEWORK sets out the competencies linked to Division 3 Commander levels 1-4 and Division 3 ACFO levels 1-4.

**New Internal Appointments**

Employees appointed to a Division 3 Commander position will be provided training in the proficiency for Division 3 Commander competencies. Subject to clause 215.3, all new appointments to Division 3 Commander will be to 'Commander on commencement' (Commander Level 1).

Subject to clause 215.3, all new appointments to Division 3 ACFO will be to 'ACFO on appointment' (ACFO Level 1).

**(A) Personal Development and Progression**

(AA) Employees at either Division 3 Commander or Division 3 ACFO level will progress automatically through the respective pay points level 1-4, 1 pay point each year. The exception to this is where a Commander has been given the opportunity to participate on the FRV Commander Course or Recognised Prior Learning (RPL) process and has not taken that opportunity. They will not progress through the pay points until they undertake such training.

FRV shall provide training so the employee may complete the required training as mentioned in SCHEDULE 12 - FRV EMERGENCY RESPONSE TRAINING FRAMEWORK.

191.8. With respect to progression the following conditions will be adhered to by FRV:

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.

191.9. The agreed minimum Division 3 SO and Division 3 SSO establishment profile is a ratio of 6 firefighters to 1 Division 3 SO or Division 3 SSO required.

191.10. Where Division 3 Communications Technical Services Officer, Division 3 Protective Equipment Technician, Division 3 Senior Protective Equipment Technician, Division 3 Pad Operator and Division 3 Pad Supervisor vacant positions arise, FRV will offer these positions to employees already employed under this Division and in accordance with the requirements under the relevant clauses of this Division. Where no internal applications are received for the positions referred to in this sub clause from employees already employed under this Division, consultation under clause 18 - Consultation will occur and these positions may be advertised externally.

191.11. FRV will provide the necessary training on appointment to the positions mentioned in clause 191.10 to enable any employee already employed under the Agreement to fill any such positions in accordance with sub-clause 191.9 of this Agreement.

191.12. It is agreed that the rank and promotional structures referred to in this Division 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.

191.13. Opportunity to undertake qualifications

191.13.1. FRV will provide access at FRV's expense for Division 3 Employees to undertake and complete units and assessments required to progress through the classifications and paypoints from Division 3 Recruit Firefighter to Division 3 Leading Firefighter in accordance with the minimum timeframes as contained within sub-clause 191.3. In addition, FRV will provide access at FRV's expense for Division 3 Employees to undertake and complete units and assessments where employees are accepted on to promotional courses or are promoted or appointed to any classification or paypoint under this Agreement.

191.13.2. Any firefighter eligible to complete the Division 3 Leading Firefighter units shall, upon completion of such units, be given the opportunity to complete the "Division 3 Command and Control" module within 6 months.

- 191.13.3. Priority among existing employees for the opportunity to undertake the “Division 3 Command and Control” module will be in order of the date Leading Firefighter qualifications were completed commencing with the earliest qualified employees.
- 191.13.4. Any employee who, at the commencement of this Agreement, has undertaken 2 years’ service with the CFA and/or employer as a Station Officer or Division 3 Station Officer shall be eligible to complete the Division 3 Senior Station Officer units. Such employees shall be given the opportunity to complete such units within 6 months of becoming eligible.
- 191.13.5. Priority among existing Division 3 Employees for the opportunity to undertake these units will be in order of the date eligibility was achieved commencing with the earliest eligible employees.
- 191.13.6. 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.
- 191.13.7. Where access to internal progression is not provided in accordance with this clause (clause 191), FRV will pay Division 3 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 units and assessments have been successfully completed or the appointment made, as the case may be.
- 191.13.8. If a Division 3 Employee has completed all required units, qualifications and assessment as part of an internal promotional course, and the employee has not been promoted to the new classification, then FRV 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 units and assessments have been successfully completed or the appointment made, as the case may be.
- 191.13.9. FRV will advertise all promotional courses over a period equal to but no less than two rostered periods.

191.13.10. FRV will notify promotional courses to those Division 3 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.

191.14. All advertised positions or courses for the selection of candidates for promotion to Division 3 FSCC shall include on their selection panels the Division 3 FSCC Instructor running the course or their delegate (who must be another Division 3 Senior FSCC).

191.15. In recognition of operational knowledge, experience and requirements, all Division 3 Employees shall have an administrative reporting line to operational staff.

## **192. DIVISION 3 SYSTEMS CONDITIONS**

192.1. FRV shall implement and apply the Division 3 Systems Conditions to the duties and work of Division 3 Firefighters when deployed on operational responses.

192.2. The Division 3 Systems Conditions shall comprise:

192.2.1. The Greater Alarm Response System (once developed and implemented in accordance with clause 194 Greater Alarm Response System and Move Up System). Parties agree that in accordance with this clause, it must be completed within 12 months of the Fair Work Commission approving the Agreement.

192.2.2. The Rescue Exposure Confinement Extinguishment Overhaul (RECEO) at SCHEDULE 40 - RECEO and its application at operational incidents;

192.2.3. FRV Division 3 systems of work at SCHEDULE 41 - Systems of Work Division 3 and its application at operational incidents;

192.2.4. FRV Breathing Apparatus Procedures at SCHEDULE 9 - and its application at operational incidents;

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

192.2.6. 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
Ladder Platform	2
BA Support Van	2
MCV	4
District Car	1
Commander - ACFO Vehicle	1
POD (Technical Rescue)	5 Technical Rescue operators to be responded for safe systems of work
Fireboat 1	4
Fireboat 2	4
Ground Observer Vehicles	4
UAV	2 (at least 1 at minimum LFF classification)
HAZMAT	5 HAZMAT operators to be responded for safe systems of work
HART	6
Confined Space Rescue	8
Rehab Unit	2
Strike Team or task force appliance under clause 136	4
New appliance	Safe level to be determined under the consultation provisions of this Agreement at clause 18

192.2.7. Consistent with the increases in staffing provided in this Division, FRV will conduct an extensive range of preventative and preparedness programs and meet its duty of care by ensuring a minimum of seven professional / career Firefighters to fireground incidents are dispatched before commencement of safe firefighting operations. This requirement applies to the following locations: Portland (71), Wodonga (76), Wangaratta (74), Rosebud (95) and Sunbury (53) or other locations as agreed via clause 18 - Consultation. Consistent with the increases in staffing provided in this Agreement, FRV will also ensure that there is a minimum of seven professional / career Firefighters to fireground incidents that professional / career Firefighters are dispatched to before commencement of safe firefighting operations for the following fire stations being Portland and Wodonga by no later

than 1 July 2022, Wangaratta by no later than 1 July 2023, and Rosebud and Sunbury by no later than 1 July 2024.

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.

192.2.8. The Strategic Location Profile of pumping capacity and specialist appliances as referred to in the crewing chart at SCHEDULE 1 - Minimum Staffing Chart insofar as it provides for the availability of equipment necessary for the attendance at operational incidents likely to arise in the locations concerned.

192.3. Non-compliance with any Division 3 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 Division 3 Systems Condition.

192.4. To give effect to the above, the parties agree to increase staffing in accordance with clause 193 and at SCHEDULE 1 - Minimum Staffing Chart.

192.5. Within 6 months of commencement of this Agreement, FRV and UFU will meet to commence work on the alignment of the staffing for each FRV appliance. As part of this, the Parties will also consider, with a view of implementing, a Firefighter at the rank of Leading Firefighter as part of safe crewing levels for each FRV appliance.

### **193. NECESSARY MINIMUM STAFFING LEVELS**

193.1. 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 - Minimum Staffing Chart as applicable from time to time will be maintained as a minimum.

193.2. Given FRV's decision to establish and maintain the stations referred to in the attached at SCHEDULE 1 - Minimum Staffing Chart 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, FRV will ensure that:



- 193.2.1. the minimum number of Division 3 Employees available on each shift will be as set out in the Chart in at SCHEDULE 1 - Minimum Staffing Chart as applicable at the relevant time;
- 193.2.2. the number and rank of Division 3 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 at SCHEDULE 1 - Minimum Staffing Chart as applicable at the relevant time;
- 193.2.3. the number and rank of Division 3 Employees allocated to any other position referred to in a Chart in SCHEDULE 1 - Minimum Staffing Chart at any given time will at a minimum be in accordance with the Chart in SCHEDULE 1 - Minimum Staffing Chart as applicable at the relevant time.
- 193.3. An alteration to the number and rank of Division 3 Employees required to be allocated under sub-clause 193.2.2 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.
- 193.4. The number and rank of Division 3 Employees allocated to day work positions will be at an establishment minimum as agreed between the parties via Clause 18 – Consultation.
- 193.5. The positions referred to in 193.4 above are additional to the establishment numbers referred to in SCHEDULE 1 - Minimum Staffing Chart. Further, the above numbers shall not form part of or be counted for the purpose of the requirements set out in clause 193.2.
- 193.6. The parties agree to review the above minimum figure to ensure FRV statutory obligations are being met. Any such review will not result in a reduction of the current figures above.
- 193.7. FRV will provide complete transparency and provide to the UFU all relevant information regarding all changes to actual establishment levels.
- 193.8. The parties agree to review the relief ratios referred to in the Charts in at SCHEDULE 1 - Minimum Staffing Chart 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.

- 193.9. To ensure an appropriate ratio and availability of Division 3 Commanders, there shall be a minimum of on shift Division 3 Commander positions as set out in the staffing chart appointed at any given time, with minimum establishment numbers of Division 3 Commanders being 6 per district on an on-shift roster.
- 193.10. FRV will supply response time data and staffing/equipment variations to the UFU as relate to Division 3 Firefighters on a monthly basis to be considered by the parties.
- 193.11. The parties will establish a Resources Allocation & Deployment Advisory Panel (which will be a sub-committee of FRV UFU Consultative Committee) to discuss resource allocation & deployment issues relating to Division 3 Firefighters.
- 193.12. FRV will provide complete transparency and access in relation to all emergency response and service delivery information, data and materials.
- 193.13. The RADAP Sub-Committee will monitor and make recommendations to FRV/UFU Consultative Committee on any proposed change to brigade classes.
- 193.14. The parties support an increase in the global numbers of firefighters based on an analysis of specific risks within Victoria.
- 193.15. Consistent with the increases in staffing provided in this Division, FRV will conduct an extensive range of preventative and preparedness programs and meet its duty of care by ensuring a minimum of seven professional / career Firefighters to fireground incidents are dispatched before commencement of safe firefighting operations. This requirement applies to the following locations: Portland (71), Wodonga (76), Wangaratta (74), Rosebud (95) and Sunbury (53) or other locations as agreed via clause 18 - Consultation. Consistent with the increases in staffing provided in this Agreement, FRV will also ensure that there is a minimum of seven professional / career Firefighters to fireground incidents that professional / career Firefighters are dispatched to before commencement of safe firefighting operations for the following fire stations being Portland and Wodonga by no later than 1 July 2022, Wangaratta by no later than 1 July 2023, and Rosebud and Sunbury by no later than 1 July 2024.
- 193.16. 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.

193.17. FRV 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 at SCHEDULE 1 - Minimum Staffing Chart as applicable from time to time and sub-clause 192.2.6.

193.18. There will be no cross crewing of any appliance unless otherwise agreed by the parties. **Cross crewing** means a professional / career firefighter being able to be allocated to more than one appliance at the one time. To avoid any doubt, cross crewing means not deploying a sufficient number of firefighters to be able to facilitate dedicated crewing on each appliance.

193.19. In addition to other requirements of this clause (including the requirements of the Charts at SCHEDULE 1 - Minimum Staffing Chart as applicable from time to time), above-strength professional / career Firefighters or OSG personnel who are either Division 2 Firefighters or Division 3 Firefighters can be used where necessary to act as drivers for on shift Division 3 Commanders.

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

193.21. FRV will not make any Division 3 Employee redundant, either by targeted or voluntary redundancy.

193.22. The parties acknowledge the need to increase firefighting resources and note that the Victorian Bushfires Royal Commission's final report makes reference, at clause 36 Bushfires Royal Commission Report, to the need to increase the number of professional / career Firefighters. FRV will work with the UFU to respond to this matter.

193.23. UFU and FRV agree to review specialist appliance crewing during the life of this Agreement and with a view to ensuring appliance-based crewing across the FRV Fire District. Such review shall occur in accordance with Clause 18 – Consultation.

#### 193.24. **Further Additional Staffing**

193.24.1. 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 Fire Rescue Commissioner has determined that additional Division 3 Employees and positions are required as specified in sub-clause 193.24.2.

193.24.2. FRV will establish 414 additional Division 3 Firefighter positions in accordance with the minimum staffing set out in the Charts in at SCHEDULE 1 - Minimum Staffing Chart as applicable from time to time. FRV will deploy an additional 414 Division 3 Firefighters into these substantive established positions between the date this Agreement commences and 1 July 2025.

193.24.3. The commencement date of operation for the charts in at SCHEDULE 1 - Minimum Staffing Chart can be extended as per below only by agreement between with FRV 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 2022 can be extended for a maximum of 6 months.
- Chart commencing on 1 July 2023 can be extended for a maximum of 6 months.
- Chart commencing on 1 July 2024 can be extended for a maximum of 6 months.
- Chart commencing on 1 July 2025 can be extended for a maximum of 6 months.
- Chart commencing on 1 July 2026 can be extended for a maximum of 6 months.

193.24.4. The additional staffing resources implemented in accordance with at SCHEDULE 1 - Minimum Staffing Chart are sufficient to meet the staffing requirements of other provisions in this Division which have staffing implications.

193.24.5. FRV will conduct a minimum of 4 Division 3 recruit training courses per year, or a greater number of Division 3 recruit training courses to be agreed between the UFU and FRV to train the new recruits to give effect to sub-clause 193.24.2. Neither party will unreasonably withhold agreement for a greater number of recruit training courses per year.

193.24.6. Each Division 3 recruit training course will train a minimum of 25 recruits, or a greater number to be agreed between the UFU and FRV. Neither party will unreasonably withhold agreement to a greater number of recruits per course.

193.24.7. In addition, if it is necessary in order to maintain the agreed staffing level, FRV and the UFU agree to additional recruitment courses, to be run by FRV. Recruit training courses will continue to be run in accordance with this Agreement until the requirements of sub- clause 193.24.2 has been fulfilled

193.24.8. At the conclusion of each Division 3 recruit training course or as otherwise agreed between FRV and the UFU, FRV will deploy all qualified Division 3 recruit firefighters in the manner determined following consultation in accordance with clause 18 Consultation.

193.24.9. Consultation on the creation of any new Division 3 positions and the deployment of Division 3 Employees into positions shall occur in accordance with clause 18 Consultation.

193.24.10. In the event that FRV 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 193.24.6 and 193.24.8 until such time as the required number of positions in clause 193.24.2 have been employed.

193.25. The parties agree that the following Division 3 stations will be classified as Senior Station Officer stations and agree that clause 216 will apply to each of these stations: Portland, Warrnambool, Ballarat City, Lucas, Bendigo, Mildura, Wodonga, Wangaratta, Shepparton, Traralgon, Morwell, Latrobe West, Geelong City, Corio, Dandenong, Frankston.

193.26. In addition to clause 193.25, the Parties agree that any station that has 2 Station Officers allocated to each shift in minimum staffing numbers will be declared a Senior Station Officer station and the Station Officer positions allocated to the Pumper will be classified as Senior Station Officer positions. The parties agree that clause 216.4 will apply to those stations.

#### **194. GREATER ALARM RESPONSE SYSTEM AND MOVE UP SYSTEM**

194.1. For the purposes of clause 192.2.1, the parties agree to consult under clause 18 on the development and implementation of a Greater Alarm Response System

(GARS) to apply to employees under this Division in accordance with the following objectives:

194.1.1. the GARS will be interoperable with the GARS that operates under Division 2;

194.1.2. the GARS will be used for employees in the Fire Rescue Victoria Fire District (or other areas as agreed between the parties); and

194.1.3. FRV will apply its GARS as far as is reasonably practicable at any operational incident in accordance with this sub-clause.

194.1.4. FRV agrees to an appliance dispatch and move up system to apply to employees under this Division in accordance with the following:

194.1.5. The system will be interoperable and as per the Move Up system that operates under Division 2.

194.1.6. The Move Up system will be utilised in all Melbourne fringe areas and all Division 3 Division 2 areas.

## **195. ON SHIFT RELIEVERS**

195.1. 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.

195.2. 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.

195.3. Further provisions regarding relievers are included in SCHEDULE 28 - District Based Relievers.

195.4. Division 3 Employees are appointed to locations across the State of Victoria. The home location for any Division 3 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.

## **196. ROSTERING**

196.1. Division 3 Employees shall be rostered in accordance with this clause.

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

196.3. Save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES, FRV 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 (agreement is required for each employee).

196.4. This clause is subject to the rights of employees to work in a non-station based position pursuant to clause 56 Rights under NES .

196.5. Division 3 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.

196.6. Division 3 Employees shall have their normal hours of work arranged in the following manner:

196.6.1. 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 205 or "12/12" roster set out in clause 145 Roster of Hours for Division 3 FSCC's or the Station-based Day Shift Roster set out in clause 207.

196.6.1.1. The Parties have agreed to discontinue the Roster formerly known as the "Chief Officer Emergency Roster".

196.6.2. Full-time operational dayworkers (Division 3 Firefighters who are not working on a roster referred to in 196.6.1) and Division 3 MCS's shall work and be rostered in accordance with the special duties roster set out in clause 208.

196.6.3. Full-time Division 3 Employees not covered by sub-clause 196.6.1 shall work in accordance with the hours and rosters set out in the part of the Agreement which applies to them.

196.6.4. Where part-time employment is agreed, part-time Division 3 Firefighters or Division 3 MCS will:

196.6.4.1. work and be rostered on hours negotiated and agreed in writing between FRV, the employee and (save as in

relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES) 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

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

196.6.5. Part-time employees other than Division 3 Firefighters or Division 3 MCS's will:

196.6.5.1. work and be rostered on hours negotiated and agreed in writing between FRV, the employee and (save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES) 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

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

196.6.6. For the avoidance of doubt, Division 3 FSCCs are able to access the part-time rostering arrangements in accordance with this clause and clause 56 Rights Under NES.

## **197. TRAINING AND PROFESSIONAL DEVELOPMENT**

197.1. There is currently an agreed Emergency Response Training Framework document between the parties which is attached at SCHEDULE 12 - FRV Emergency Response Training Framework. The parties agree to and give effect to all of the recommendations included in the framework as these may relate to Division 3 Employees. 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 FRV training content.

197.2. In all training matters, in relation to Division 3 Employees, 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.



- 197.3. The Emergency Response Training Framework aligns required units of competency and training requirements with the firefighting classifications employed by FRV in accordance with industry standards and agency specific requirements.
- 197.4. 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.
- 197.5. Consistent with the increases in staffing provided in this Agreement, FRV will conduct an extensive range of preventative and preparedness programs and meet its duty of care by ensuring a minimum of seven professional / career Firefighters to fireground incidents are dispatched before commencement of safe firefighting operations.
- 197.6. In accordance with increases in staffing provided in this Agreement, the above requirement will also apply to the following locations: Portland (71), Wodonga (76), Wangaratta (74), Rosebud (95) and Sunbury (53) or other locations as agreed via clause 18 – Consultation and/or identified by the Fire District Review Panel.
- 197.7. The Parties note that, at locations specified in clause 197.6 there will be a phased approach towards ensuring that clause 197.5 is complied with. The staffing chart will be amended to reflect this increase as they occur.
- 197.8. The parties will develop a timetable for the phased approach referred to in clause 197.7 via Clause 18 – Consultation.
- 197.9. 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.
- 197.10. Attendance by Division 3 Employees at all training and all professional development courses will be paid for by FRV 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 FRV.
- 197.11. A list of approved training or professional development courses will be agreed via Clause 18 – Consultation.

197.12. FRV will provide sufficient numbers of courses so that Division 3 Employees are able to undertake their work and having regard to employee work life balance and equitable sharing of duties.

Minimum numbers for promotional courses

197.13. The parties agree that:

197.13.1. All Division 3 Senior Station Officer promotional courses will be at a minimum of 12 candidates for each course.

197.13.2. All Division 3 Station Officer promotional courses will be at a minimum of 20 candidates for each course.

197.13.3. All Division 3 FSCC promotional courses will be at a minimum of 4 candidates for each course.

197.13.4. All Division 3 Commander promotional courses will be at a minimum of 10 candidates for each course.

Trigger Figures for the conducting of promotional courses

197.14. The parties agree:

To establish the following “trigger figures” as part of this Agreement which requires FRV to conduct a promotional course for each classification if the number of Division 2 employees at any such classification falls equal to such trigger figures.

The trigger figures for Division 3 Station Officers, Division 3 Senior Station Officers, Division 3 FSCC’s and Division 3 Commanders will be as follows:

197.14.1. Division 3 Station Officer classification 10.

197.14.2. Division 3 Senior Station Officer classification 6.

197.14.3. Division 3 FSCC classification the figure which when it is reached, leaves the total number of Division 3 FSCC’s available (excluding those ill or on leave) at 8 in total.

197.14.4. Division 3 Commander classification 5 and will be appointed as vacancies occur.

197.15. To facilitate the above, where FRV is required to initial a promotional course, FRV will ensure all Division 3 Employees are notified electronically by FRV memorandum. Such memorandums calling for applications will be issued within one week of the trigger figures being met.

197.16. To comply with FRV's employment principles, FRV agrees to advertise all FRV memorandums for each Division 3 promotional courses over a period equal to but no less than two rostered periods. This will ensure that personnel on annual leave will have the opportunity to apply for such promotional courses.

197.17. FRV also agrees to identify and notify those Division 3 Employees who have taken long service leave or any other leave that exceeds two rostered periods by facilitating the information to be disseminated to such employees via electronic means. Reciprocal obligation is that such Division 3 Employees must notify and provide FRV contact details when on such leave, i.e. either an alternative email address or SMS contact details.

197.18. FRV will conduct pre-entry for the courses to facilitate the above promotional courses in a timely manner.

197.19. FRV will commence all courses as soon as practical but no later than six months after the trigger figure has been reached. If a promotional course has not commenced in the 6 month period, or a promotional course takes longer than six months to complete, acting up will cease for that rank unless the parties to this Agreement approve otherwise.

197.20. FRV will provide annual skills maintenance training for all Division 3 Firefighters that have a qualification in specialist roles or in the operation of specialist appliances or equipment.

197.21. 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 18 Consultation. This clause does not preclude computer training as determined on a case by case basis through the consultative committee.

197.22. FRV 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.

## **198. UNIFORMS, APPLIANCES AND EQUIPMENT**

198.1. FRV shall supply each Division 3 Employee and be responsible for the cost of replacing, repairing and / or cleaning the articles of clothing and / or equipment (including Breathing Apparatus sets) that must be worn and / or used by the employee.

198.2. FRV shall reimburse each Division 3 Employee for the cost of the purchasing, replacing, repairing and/or cleaning the articles of clothing and/or equipment that the Union and FRV 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 FRV.

198.3. The replacement, repairs and/or cleaning of the articles of clothing and equipment will occur when reasonably required by each Division 3 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.

198.4. 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 Division 3 Employee covered by this Division by agreeing on the following clause.

FRV and UFU must agree on all aspects of the:

198.4.1. articles of clothing;

198.4.2. equipment, including personal protective equipment;

198.4.3. technology;

198.4.4. station wear; and

198.4.5. appliances;

to be used or worn by Division 3 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.

198.5. The agreed list of station wear, uniform and PPC&E is attached at SCHEDULE 14 - List of Station Wear, Uniform & PPC/E, which for the purposes of interoperability, cost saving and efficiency will be identical to the station wear, uniform and PPC&E provided to Division 2 Firefighters.

198.6. Attached at SCHEDULE 15 - APPLIANCES is the agreed list of appliances with general specifications for use as at the commencement of this 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.

198.7. Changes to station wear, uniform and PPC&E will be by agreement only and will be determined via clause 18 Consultation of this Agreement.

198.8. FRV agree to conduct an audit of the adequacy and timeliness of its provision and distribution of uniforms, station wear and PPC to Division 3 Employees. The outcome of the audit to be reported to and considered by the consultative committee referred to in clause 18 Consultation.

198.9. Further to the above, FRV will provide any Division 3 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.

198.10. Further to the above, FRV will develop, consult and agree with the UFU a rehabilitation solution for Division 3 Employees to deal with the anticipated thermal stress of new PPC and changing work environment.

198.11. Emergency response where PPC being repaired or cleaned:

198.11.1. Where a Division 3 Firefighter has all 3 sets of their Structural PPC away for laundry or repair:

198.11.1.1. 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.

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

198.11.1.3. The Division 3 Firefighter can respond to any wildfire or level one incident.

198.11.2. Where a Division 3 Firefighter has all 3 sets of their Wildfire PPC away for laundry or repair:

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

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

198.11.3. Where a Division 3 Firefighter has all 3 sets of their Rescue PPC away for laundry or repair:

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

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

198.11.4. No Division 3 Firefighter shall use or be required by FRV to use other firefighters PPC or spare FRV PPC.

198.12. Any new appliance proposed to be introduced into FRV which relates or may relate to work performed by Division 3 Employees will only be introduced in accordance with clause 18 Consultation. 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.

198.13. For the avoidance of doubt, prior to the development / building or tendering of the appliance/s consultation will occur and FRV will reach agreement via clause 18 - Consultation of this Agreement on:

198.13.1. Design and specifications of the appliance;

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

198.13.3. Safe Staffing to crew and operate the appliance;

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

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

198.14. 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.

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

198.16. All pumpers and aerial pumpers used by Division 3 Employees will be equipped with have at least 4 breathing apparatuses 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.

198.17. All pumpers and aerial pumpers used by Division 3 Employees will have an operating thermal imaging camera. Such camera will be an agreed model.

198.18. All stations outside the metropolitan fire district as defined by section 4 of the *Metropolitan Fire Brigades Act 1958* immediately prior to the Establishment Date will have the following equipment:

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

198.18.2. gas detectors of the agreed specification – 1 per heavy pumper and 4 personal gas detectors

198.18.3. 1 portable radio per person on duty and at least 1 spare radio on each appliance.

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

198.18.4.1. GPS

198.18.4.2. Radio including trunking

198.18.4.3. Tablet computer

198.18.4.4. Smartphone

198.18.4.5. Laptop

198.19. On retirement, Division 3 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 18 Consultation.

198.20. 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 a Division 3 Employee shall remain retained by that employee.

198.21. The Parties have agreed for reasons including employee health, safety and welfare that continued use of appliances that have exceeded their lifespan is an unacceptable risk to firefighters and the communities they are responsible to protect. FRV acknowledges that at least 15 appliances currently in commission have exceed their lifespan. Accordingly, FRV will introduce 20 new agreed FRV Rescue Pumper appliances over the life of this Agreement subject to government funding being received by FRV.

199. **ALLOWANCES AND REIMBURSEMENTS GENERAL [QUANTUMS NOT YET AGREED]**

199.1. The monetary amounts of the allowances provided for in this Division set out in SCHEDULE 29 - Allowances, Personal Expenses and Accommodation (with the exception of Clause 199.5 Personal Expenses and Accommodation) shall be paid in accordance with Australian Tax Office legislation. However, in the case where a Division 3 Employee receives less than the net amount stipulated in SCHEDULE 29 - Allowances, Personal Expenses and Accommodation 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.

199.2. All allowances will increase by 25.9% from the date of commencement of this Agreement.

199.3. 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).

199.4. The methods of payments for individual allowances will be paid electronically.

#### 199.5. **Personal expenses and accommodation**

199.5.1. Procedures for and the amount of personal expenses relating to travel, accommodation and personal expenses for Division 3 Employees covered by this Division, in addition to those contained elsewhere in this Agreement, are contained in the Personal Expenses and Accommodation Agreement at SCHEDULE 29 - Reimbursement of personal expenses relating to travel, accommodation and personal expenses contained in the Personal Expenses and Accommodation Agreement are expressed as a figure net of tax. That is, FRV shall be responsible for the payment of any tax.

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

#### 199.6. **Travel expenses and reimbursement**

##### **Duty Allowance**

199.6.1. When a Division 3 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:

199.6.1.1. all expenses as prescribed in sub-clauses 199.6.3 and 199.6.4 necessarily incurred by them in excess of those ordinarily incurred between their residence and their appointed location; and

199.6.1.2. 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

199.6.1.3. 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:

199.6.1.3.1. 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

199.6.1.3.2. of three minutes each way at ordinary rates of each four kilometres or part thereof travelled outside the regions prescribed in sub-clause 199.6.1.3.1.

in accordance with the agreed schedule of distances.

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

199.6.2.1. 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 FRV; and

199.6.2.2. 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:

199.6.2.2.1. the appropriate single travelling expenses to their appointed location; and

199.6.2.2.2. paid an allowance equal to one half hour's (30 minutes') wages at overtime rates; and

199.6.2.2.3. 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:

199.6.2.2.3.1. 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;

199.6.2.2.3.2. of three minutes each way at ordinary rates for each four kilometres or part thereof and travelled outside the region prescribed in sub-clause 199.6.2.2.3.1.

in accordance with the agreed schedule of distances.

199.6.3. When a Division 3 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 FRV.

199.6.4. Any Division 3 Employee who by agreement with FRV uses their own motor vehicle on FRV's business shall be entitled to receive a Motor Vehicle Allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation.

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

199.6.6. 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 29 - Allowances, Personal Expenses and Accommodation.

#### 199.7. Relieving Allowance

199.7.1. A Division 3 Employee who is a reliever or who agrees to do relieving duty away from their appointed location shall receive:

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

199.7.1.1.1. an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation per shift; and

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

199.7.1.1.3. the expenses as prescribed in sub-clause 199.6 Travel Expenses and Reimbursement, 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.

199.7.1.2. 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:

199.7.1.2.1. an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation per shift; and

199.7.1.2.2. when there is a break between shifts of 24 hours or less, the entitlements prescribed in sub-clause 199.7.1.1.2.

199.7.1.3. A relieving employee shall not be entitled to the allowance prescribed in sub-clause 199.7.1.1.2. when they return to their place of residence between shifts and receive the expenses prescribed in sub-clause 199.6 Travel Expenses and Reimbursement.

### **199.7.2. Division 3 Commander Qualifications Allowance**

199.7.2.1. In recognition of the acquisition of the Division 3 Commander (former OO) Level 2 Skills profile, Division 3 SSO's with Division 3 Commander (Former OO) Qualifications as at 1 July 2020 will receive a qualifications allowance of 5 relativity points of the qualified firefighter rate.

199.7.2.2. For the avoidance of doubt, Division 3 Senior Station Officers who receive the Division 3 Commander Qualifications Allowance under this clause are not entitled to the Commander Secondment Qualification Allowance under clause 133.

### **199.8. Difficult to fill location allowance**

199.8.1. To encourage Division 3 Employees to take up employment opportunities at difficult to fill or remote locations, employees will be paid an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation, for all such time worked at a remote or difficult to fill location.

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

### **199.9. Qualification Allowances**

199.9.1. A holder of IFE Graduate/Technician Certificate or a Certificate of Fire Technology or equivalent shall receive an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation.

199.9.2. A holder of IFE Graduate/Technician Certificate and Certificate of Fire Technology or equivalent shall receive an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation.

199.9.3. A holder of IFE Membership and Graduate/Technician Certificate or equivalent shall receive an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation.

199.9.4. A holder of Certificate IV in Workplace Training and Assessment shall receive an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation. All ranks including and above Division 3 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 Division 3 LFF.

199.9.5. UFU and FRV agree to review, and update, the IFE Qualifications as against the IFE Qualifications published via The Institution of Fire Engineers (UK).

#### **199.10. Gym/Fitness Club Membership**

199.10.1. Where a gym facility is not provided by FRV, FRV will pay each Division 3 Employee's membership fees for a gym/fitness club of the employee's choice.

#### **199.11. Payment of Allowances**

199.11.1. FRV 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.

### **200. RECREATION/ANNUAL LEAVE**

#### **200.1. Division 3 Recruit to Division 3 Commander classifications, Division 3 ACFO, Division 3 FSCC, Division 3 MCS and Division 3 Instructor classifications.**

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

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

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

200.1.4. 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.

## **200.2. Annual leave - all other employees**

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

200.2.2. 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).

200.2.3. The rate payable to employees shall be as prescribed by clause 97 Wage increases.

200.2.4. 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 sub-clause 200.2.3 for any portion of such leave not taken at the date of their resignation or termination.

200.2.5. 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 sub-clause 200.2.3 received by them during such period.

200.2.6. 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.

## **200.3. Annual leave – conditions that apply to all Division 3 employees**

- 200.3.1. Any period of annual leave shall be accrued progressively on a cumulative basis.
- 200.3.2. A Division 3 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 Deputy Commissioner or their delegate.
- 200.3.3. 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.
- 200.3.4. When a Division 3 Employee is granted annual leave at half the rate of pay that they would ordinarily be entitled to, the following clauses shall apply:
- 200.3.4.1. 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
- 200.3.4.2. 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.
- 200.3.5. A Division 3 Employee shall be able at their election to swap a period in which to take annual leave with another willing employee.
- 200.3.6. Annual leave shall continue to accrue during any form of paid leave or when a Division 3 Employee is on WorkCover.

**PART B - CONDITIONS APPLYING TO  
DIVISION 3 RECRUIT FIREFIGHTER TO  
DIVISION 3 ACFO AND DIVISION 3  
INSTRUCTORS AND DIVISION 3 MCS**

**201. APPLICATION OF PART B**

201.1. This part applies to all Division 3 Employees engaged in or performing work in a classification or occupation referred to in this part of the Agreement.

**202. APPLICATION OF PART**

202.1. This part applies to the following classifications:

202.1.1. Division 3 Recruit Firefighter

202.1.2. Division 3 Firefighter Level 1

202.1.3. Division 3 Firefighter Level 2

202.1.4. Division 3 Firefighter Level 3

202.1.5. Division 3 Qualified Firefighter

202.1.6. Division 3 Senior Firefighter

202.1.7. Division 3 Leading Firefighter

202.1.8. Division 3 Station Officer

202.1.9. Division 3 Senior Station Officer

202.1.10. Division 3 Commander

202.1.11. Division 3 Assistant Chief Fire Officer

202.1.12. Division 3 Instructor

202.1.13. Division 3 Senior Instructor

202.1.14. Or in the classification of Division 3 MCS, which is not considered a Firefighter or Officer Rank, but for which this part of the Agreement also applies.

202.2. It is the intention of the parties that there will be no entry to the Division 3 operational stream of firefighting other than through the Division 3 recruit firefighter training course. Accordingly, FRV 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:

202.2.1. is (and immediately prior to the appointment, promotion, progression or transfer was) engaged in the Division 3 operational stream of firefighting;



202.2.1.1. who holds a Division 3 rank referred to in sub-clause 202.1 and has completed the service referred to in clause 11 Definitions; and

202.2.1.2. holds the prerequisites for the rank set out in clause 11 to which they are to be promoted, appointed, progressed or transferred, and

202.2.1.3. has completed any other necessary assessment and possesses any other necessary prerequisites for appointment, promotion, progression or transfer.

202.3. The only exceptions to the above shall be where:

202.3.1. An employee is laterally entered pursuant to this Agreement; or

202.3.2. the employee was, immediately prior to the Establishment Date, employed by the CFA in an equivalent classification and transferred their employment to FRV; or

202.3.3. or where this Agreement explicitly provides otherwise.

202.4. 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.

### **203. HOURS OF WORK**

203.1. 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.

203.2. The rostered hours of each employee shall not exceed:

203.2.1. 14 on any one day;

203.2.2. 48 in any 7 consecutive days

203.2.3. 96 in any 14 consecutive days;

203.2.4. 192 in any 28 consecutive days;

203.2.5. 336 in any 56 consecutive days.

203.3. Shower and changing times

203.3.1. When an employee is involved on a duty which requires a shower and change, fifteen minutes shall be allowed for this purpose.

203.3.2. Duty which requires a shower and change includes but is not limited to false alarms.

**204. ROSTER OF HOURS**

204.1. FRV shall employ each employee on one of the following rosters:

204.1.1. The 10/14 Roster System (referred to below)

204.1.2. Station-based Day Shift Roster (referred to below)

204.1.3. Special Duties Roster (referred to below)

204.1.4. Any other configuration as agreed between the UFU and FRV.

204.2. Employees shall either be employed as 'relievers' or 'non-relievers'. Non-relievers cannot be required to perform reliever duties except by agreement.

204.3. 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.

204.4. Part time employees shall be rostered in accordance with clause 196 Rostering.

**205. 10/14 ROSTER SYSTEM**

The roster of hours for an employee on the 10/14 roster system shall be as follows:

**205.1. Shifts**

D- 0800 hours to 1800 hours

N- 1800 hours to 0800 hours.

**205.2. 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	D D N N

	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	
Hours				34							34							38							38				
B Platoon			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
Hours				48							48							48							48				
D Platoon	N	N					D	D	N	N								D	D	N	N								
Hours				38							38							48							48				
A Platoon	D	D	N	N							D	D	N	N												D	D	N	N
Hours				48							48							48							48				
B Platoon	N	N					D	D	N	N								D	D	N	N								
Hours				38							38							48							48				
C Platoon					D	D	N	N					D	D	N	N									D	D	N	N	
Hours				34							34							38							38				
D Platoon			D	D	N	N					D	D	N	N												D	D	N	N
Hours				48							48							34							34				

**206. 10/14 SHIFTS**

206.1. The following general conditions shall apply:

206.1.1. 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 FRV and UFU.

206.1.2. The roster when once compiled shall not be departed from, except in accordance with this Agreement and by personal agreement between FRV and the employee(s) concerned.

206.1.3. 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.

206.1.4. 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.

206.1.5. 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.

206.1.6. Subject to the provisions of this clause, every employee shall be dismissed punctually from their rostered shift.

## **207. STATION-BASED DAY SHIFT ROSTER**

207.1. By agreement between the UFU and FRV, the station-based day shift roster may be introduced to increase the day staffing capability.

207.2. The hours of duty shall be 42 hours per week over a seven day cycle.

207.3. 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.

207.4. Arrangements may be made for firefighters to vary from one day shift to another, or from day work to shift work.

207.5. Firefighters operating under this roster shall receive the same total weekly wage and annual leave provisions as firefighters on a 10/14 shift roster.

## **208. SPECIAL DUTIES ROSTER**

208.1. The parties agree to consult through FRV/UFU Consultative Committee in relation to increasing the available special duties for Division 3 Firefighters.

208.2. An employee rostered to Special Duties shall:

208.2.1. 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;

208.2.2. Receive the same total weekly wage as employees on the 10/14 roster; and

208.2.3. Shall otherwise be entitled to all the terms and conditions of this Agreement.

208.3. Where an employee is required to undertake duties that are outside of the standard hours for the work location the following shall apply:

208.3.1. Where such activity involves normal activities a minimum break between periods of duty of ten hours shall apply.

208.3.2. Where such activity involves a major fire or major incident a minimum break between periods of duty of twelve hours shall apply.

208.4. Where FRV agrees to a request in accordance with clause 9 Obligations or 56 Rights under NES 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 sub-clause 208.2.

## **209. DAY STAFFING**

209.1. 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 FRV.

## **210. ROSTERING ARRANGEMENTS AND PROCEDURES**

210.1. Rostering principles which are agreed between FRV and UFU include:

210.1.1. Employees are allocated to platoons and stations and there are agreed processes for any changes.

210.1.2. There shall be equitable rostering for relievers.

210.1.3. Rosters for relievers shall be notified 8 weeks in advance.

210.1.4. The Transfer Grievance Committee established pursuant to clause 96 – Rostering Arrangements & Procedures will determine grievances regarding transfers.

210.1.5. Employees cannot be transferred between work locations or rosters except by agreement.

## **211. BREAKS**

211.1. Employees are entitled to a paid meal break of one hour during each shift. During this time the employee is to remain on duty.

211.2. Subject to operational requirements meal breaks will be taken at regular times and will be commenced within five hours of commencing duty.

211.3. Employees performing fire duty continuously for a period of three hours or more are entitled to a paid 30 minute refreshment break.

211.4. 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.

## **212. OVERTIME**

212.1. 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.

212.2. 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.

212.3. 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.

212.4. 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.

212.5. 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.

212.6. All recall or retention provisions apply regardless of whether or not any notice is provided for the overtime.

## **213. REST AND RECLINE**

213.1. 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.

213.2. Operational work will be:

213.2.1. Limited and pre-planned training that can only be conducted during the hours of 11.00 pm and 7.00 am.

213.2.2. Limited and pre-planned 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.

213.3. FRV will consult, in accordance with the consultative provisions of this Agreement, prior to implementation, on pre-planned activities on a case by case basis.

213.4. 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.

## **214. FIRE INVESTIGATION**

214.1. FRV 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.

214.2. Fire Investigation staff must and will be provided with an FRV vehicle and proper protection.

214.3. No fire investigator shall work alone.

214.4. The fire investigation staff role will be the same as that performed by employees under Division 2.

214.5. There shall be internal secondments available from stations to fill roles in the fire investigation department.

214.6. 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 Division 3 Commander. Once the current incumbent vacates the position, the position will from that point be held by a Division 3 Commander.

214.7. FRV and UFU have agreed to move towards a state-wide Fire Investigation Unit. Discussions will occur between the parties in accordance with Clause 18 – Consultation. The objective of these discussions shall be to harmonise the Fire Investigation Unit, including but not limited to remuneration, conditions, job description and qualifications. Such discussions shall occur within the first 12

months of approval of this Agreement. In the event that the matter has not been resolved within this time period, the parties reserve their right to refer the matter to Fair Work Commission for conciliation and, if there is no agreement, for arbitration.

**215. WAGES [QUANTUM NOT YET AGREED]**

**215.1.** Each employee shall be employed in one of the following classifications or pay point increment and be entitled to the following rates (**enterprise rates**) at the relevant dates :

Classifications and Increments	Relativity	Current Weekly Wage	1 October 2022	1 April 2023	1 October 2023	1 April 2024	1 October 2024	1 April 2025	1 October 2025
Division 3 Recruit	88%	1,113.60	1,248.34	1,287.04	1,320.51	1,346.92	1,368.47	1,409.52	1,430.66
Division 3 Firefighter Level 1	88%	1,552.63	1,740.49	1,794.45	1,841.10	1,877.92	1,907.97	1,965.21	1,994.69
Division 3 Firefighter Level 2	90%	1,581.36	1,772.70	1,827.66	1,875.18	1,912.68	1,943.28	2,001.58	2,031.60
Division 3 Firefighter Level 3	92%	1,613.62	1,808.86	1,864.93	1,913.42	1,951.69	1,982.92	2,042.41	2,073.04
Division 3 Qualified Firefighter	100%	1,738.86	1,949.26	2,009.69	2,061.94	2,103.18	2,136.83	2,200.93	2,233.95
Division 3 Senior Firefighter	110%	1,896.00	2,125.42	2,191.30	2,248.28	2,293.24	2,329.94	2,399.83	2,435.83
Division 3 Leading Firefighter	115%	1,999.60	2,241.55	2,311.04	2,371.13	2,418.55	2,457.25	2,530.97	2,568.93
Division 3 Senior Leading Firefighter	122%	2,121.41	2,378.10	2,451.82	2,515.57	2,565.88	2,606.94	2,685.14	2,725.42
Division 3 Station Officer	130%	2,260.74	2,534.28	2,612.85	2,680.78	2,734.40	2,778.15	2,861.49	2,904.41
Division 3 Station Officer (5 yrs and above)	137%	2,382.46	2,670.74	2,753.53	2,825.12	2,881.62	2,927.73	3,015.56	3,060.79
Division 3 Senior Station Officer	140%	2,434.44	2,729.00	2,813.60	2,886.75	2,944.49	2,991.60	3,081.35	3,127.57
Division 3 Senior Station Officer (5 yrs and above)	147%	2,556.12	2,865.42	2,954.24	3,031.05	3,091.67	3,141.14	3,235.38	3,283.91
Division 3 FSCC	140%	2,434.44	2,729.00	2,813.60	2,886.75	2,944.49	2,991.60	3,081.35	3,127.57
Division 3 Senior FSCC	174%	3,025.63	3,391.72	3,496.86	3,587.78	3,659.54	3,718.09	3,829.63	3,887.08
Division 3 Commander on commencement	166%	2,973.64	3,333.45	3,436.78	3,526.14	3,596.66	3,654.21	3,763.84	3,820.29
Division 3 Commander – L2	169%	3,033.44	3,400.48	3,505.90	3,597.05	3,668.99	3,727.70	3,839.53	3,897.12
Division 3 Commander - L3	173%	3,093.23	3,467.52	3,575.01	3,667.96	3,741.32	3,801.18	3,915.22	3,973.94
Division 3 Commander – L4	176%	3,152.99	3,534.50	3,644.07	3,738.82	3,813.60	3,874.61	3,990.85	4,050.72
Division 3 ACFO on commencement	186%	3,841.92	4,306.79	4,636.64	4,757.20	4,852.34	4,929.98	5,077.88	5,154.04
Division 3 ACFO – L2	190%	3,856.88	4,323.56	4,636.64	4,757.19	5,121.99	5,203.94	5,360.06	5,440.46
Division 3 ACFO – L3	193%	3,871.79	4,340.28	4,636.64	4,757.19	5,122.00	5,203.95	5,642.08	5,726.71



Division 3 ACFO – L4	196%	3,886.75	4,357.05	4,636.64	4,757.19	5,122.00	5,203.95	5,642.08	5,726.71
Division 3 MCS L1	186%	3,332.32	3,735.53	3,851.33	3,951.47	4,030.50	4,094.98	4,217.83	4,281.10
Division 3 MCS L2	190%	3,392.10	3,802.54	3,920.42	4,022.35	4,102.80	4,168.45	4,293.50	4,357.90
Division 3 MCS L3	193%	3,451.81	3,869.48	3,989.43	4,093.16	4,175.02	4,241.82	4,369.07	4,434.61
Division 3 MCS L4	196%	3,511.61	3,936.51	4,058.55	4,164.07	4,247.35	4,315.31	4,444.77	4,511.44

215.2. For the purpose of the above table, the pay increment for a Division 3 Senior Leading Firefighter is a paypoint for a professional / career firefighter who has completed 5 years’ service within the CFA or FRV at the classification of Leading Firefighter or Division 3 Leading Firefighter. To avoid any doubt, a Division 3 Senior Leading Firefighter is a paypoint, not a classification.

215.3. From the commencement of this Agreement, for the purpose of the applicable pay point for a Division 3 Commander or Division 3 ACFO in clause 215.1, FRV will recognise the consecutive service of the employee:

215.3.1. As an acting Division 3 Commander immediately prior to them commencing a Commander Course, upon their appointment to the substantive rank of Commander, where such service was carried out following the commencement of this Agreement; and

215.3.2. As an acting Division 3 ACFO immediately prior to them commencing an ACFO Course, upon their appointment to the substantive rank of ACFO, where such service carried out following the commencement of this Agreement.

**215.4. Overtime**

215.4.1. In all cases when calculating overtime the rate to be used will be 90.93% of the enterprise rate.

**216. HIGHER DUTIES**

216.1. To ensure the chain of command, where there is an employee absent, FRV will fill the absence with an employee at the equivalent classification or where this Agreement allows, FRV will act up an employee.

216.2. A Division 3 Leading Firefighter with Division 3 Station Officer qualifications may act in place of a Division 3 Station Officer and shall be paid at the commencement rate of the rank to which they are acting up for the entire period of higher duties. Division 3 Leading Firefighters without Division 3 Station Officer Qualifications cannot act up into Division 3 Station Officer.

216.3. The parties agree to increase Division 3 Station Officer relief requirements for Division 3 Station Officers and Division 3 Senior Station Officers at the major stations locations, being Ballarat City, Bendigo, Dandenong and Geelong City Fire Stations via sub-clause 193.24.

216.4. The major stations where a Division 3 Senior Station Officer is identified will at all times maintain a permanently appointed Division 3 Senior Station Officer on duty. Where it can be demonstrated that no Division 3 Senior Station Officer can be rostered or recalled to maintain a Division 3 Senior Station Officer on duty, a permanently appointed Division 3 Station Officer may perform higher duties to the Division 3 Senior Station Officer position, and he/she shall be paid at the commencement rate of Division 3 Senior Station Officer for the entire period of higher duties.

216.5. Where only one Division 3 Leading Firefighter is on a shift, he or she must be replaced by another Division 3 Leading Firefighter.

216.6. An Officer may act in place of an employee of the next higher rank and shall be paid at the commencement rate at the classification 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.

216.7. Where an Officer may act in place of an employee that is two ranks above their substantive rank, they shall be paid at the commencement rate of the classification 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:

216.7.1. 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. A Station Officer can act into the Commander rank to fill CFA Secondment Positions in accordance with Clause 135 – COMMANDER SECONDMENT QUALIFICATIONS ALLOWANCE – CAREER DEVELOPMENT OPPORTUNITY FOR STATION OFFICERS AND SENIOR STATION OFFICERS.

216.7.2. All ranks discussed must be qualified in the rank that they are acting into.

216.8. To avoid doubt:

- 216.8.1. Division 3 Leading Firefighters cannot act into the Division 3 Senior Station Officer rank or above.
- 216.8.2. A Division 3 Senior Station Officer can act into a Division 3 Commander rank.
- 216.8.3. All ranks discussed must be qualified in the rank that they are acting into.
- 216.9. 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.
- 216.10. Where an employee is acting into a Division 3 Commander role, they shall receive use of a vehicle as referred to in clause 226 (Vehicles) as though the employee held the substantive rank of Division 3 Commander and, subject to incremental progression under clause 216.9, shall be paid at the commencement rate for a Division 3 Commander.
- 216.11. 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, instead of the difference between substantive rate and the rate of the position they are acting up into.
- 216.12. A Division 3 Commander may act in place of a Division 3 ACFO for a period of time. Subject to incremental progression under clause 216.9, an employee who acts as a Division 3 ACFO for any period shall be paid at the commencement rate for a Division 3 ACFO, for the entire period of higher duties.
- 216.13. A Division 3 ACFO may act in place of a Deputy Commissioner for a period of time. An employee who acts as a Deputy Commissioner will be paid at the rate of a Deputy Commissioner for the entire period of higher duties.
- 216.14. 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.
- 216.15. 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.

216.16. To avoid doubt, performing higher duties at any rank is entirely at the election of the employee concerned.

**217. ALLOWANCES [QUANTUM NOT YET AGREED]**

Where an allowance is a qualification allowance, the employee must maintain their skills to continue to receive the allowance. In the event that FRV 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.

**217.1. CBR Allowance**

217.1.1. All employees qualified as CBR operators shall be paid an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation.

**218. FURTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR PROFESSIONAL INSTRUCTORS**

**218.1. Appointment**

218.1.1. FRV will not appoint a person to a position of Division 3 Professional Instructor, and no person may hold a position of Division 3 Professional Instructor, unless that person:

218.1.1.1. is a Division 3 operational employee who holds a Division 3 operational stream of firefighting rank (or above) and is appointed as Division 3 Instructor pursuant to sub-clause 218.6 below;

218.1.1.2. is an external applicant or external appointee being someone:

218.1.1.2.1. who does not otherwise hold a Division 3 firefighting or Division 3 Leading Firefighter (or above) rank referred to in part B of the Division, at the time of their application or appointment to the position of Instructor or

218.1.1.2.2. who is covered by part A of the Division and has not held a rank of Division 3 Leading Firefighter (or above) referred to

in part B of the Division prior to their application or appointment to the position of Instructor appointed pursuant to sub-clause 218.6.3 below.

A Professional Instructor who is or was an **external applicant** or **external appointee** may not be appointed, promoted or transferred, and FRV 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.

## **218.2. Classification and Location of Professional Instructors**

218.2.1. The parties agree that any positions over and above the current Chart in SCHEDULE 1 - Minimum Staffing Chart will not be at the expense of Division 3 professional / career Firefighter and Division 3 Station Officer numbers. When Division 3 professional /career Firefighter or Division 3 Station Officer numbers increase as contemplated above they will not be at the expense of professional 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.

218.2.2. 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.

218.2.3. The parties agree to the following as they relate to operational training and assessment within FRV:

- 218.2.3.1. All paid training and assessment of third party volunteers operational competencies including Recognised Prior Learning and Recognised Current Competencies will be carried out by those employees who are employed as Professional Instructors or professional / career firefighters and officers who are qualified assessors, as provided for in SCHEDULE 30 - Statement on Operational Training and Assessment of this Agreement.
- 218.2.3.2. All training and assessment including but not limited to that listed in SCHEDULE 31 - Training Module Delivery by Professional Instructors shall be undertaken by professional internally appointed Division 3 or Division 2 professional instructors only, unless by agreement with the UFU.
- 218.2.3.3. All Professional 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 30 – Statement on Operational Training and Assessment of this Agreement.
- 218.2.3.4. All operational Training and Assessment is the statutory responsibility of the Fire Rescue Commissioner. Accordingly, the Fire Rescue Commissioner will ensure that this responsibility is met through established FRV procedures (in accordance with the clauses of this Agreement relating to policies and consultation). These procedures will include Professional Instructors from FRV training grounds or other locations, other Professional Instructors and appropriately qualified staff monitoring and ensuring the quality of training programs delivered to third party volunteer and professional / career firefighters satisfy the standards and procedures determined by the Fire Rescue Commissioner. 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 professional / career firefighters and standards and procedures.

218.2.4. All Operational Training and Assessment will be conducted consistent with the principles stated in SCHEDULE 30 – Statement on Operational Training and Assessment of this Agreement.

### **218.3. Equipment/Resources**

218.3.1. Professional Instructors will be provided with all the necessary equipment, resources and transport to enable them to undertake their duties.

218.3.2. 'Necessary equipment, resources and transport' will include, but not be limited to:

218.3.2.1. Notebook computer

218.3.2.2. Mobile Phone

218.3.2.3. Data Projector

218.3.2.4. Projector Screen

218.3.2.5. Whiteboard

218.3.2.6. Vehicle

218.3.3. Professional Instructors will be provided necessary equipment such as:

218.3.3.1. 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; and

218.3.3.2. Telephone Rental/Internet Access Reimbursement.

218.3.4. FRV shall provide Smart Phones to all employees covered by clause 218.

### **218.4. Vehicle Safety**

218.4.1. All Professional Instructor vehicles as a minimum will be fitted with the following additional safety equipment:

218.4.1.1. FRV radio

218.4.1.2. Driving lights

218.4.1.3. Fog lights

218.4.1.4. Bull bar

218.4.1.5. Adequate electronic safety device from impact with animals i.e. shuroo

218.4.1.6. Appropriate storage areas for equipment as agreed by the instructor, HSR's and the UFU.

## 218.5. Commuter Use of Vehicles

218.5.1. Employees covered by this part will have available to them a FRV red plated vehicle to enable them to carry out their duties.

218.5.2. Where there is a FRV business requirement and an employee chooses, a vehicle will be available for commuter use and private use at the following costs:

218.5.2.1. up to 12,000 km annually \$1400.00 per annum (net after tax) or agreed fortnightly instalment;

218.5.2.2. over 12,000 km annually \$2300.00 per annum (net after tax) or agreed fortnightly instalment.

218.5.3. An employee may choose to not use the vehicle for commuter use at any time, in which case payments will cease to be made.

218.5.4. It is not the intention of FRV to charge employees covered by this Agreement a vehicle contribution in excess of that stated in FRV Vehicle Policy as varied where agreed from time to time and in accordance with sub-clause 218.5.2 above. Where the vehicle policy includes a lower rate, such rate will apply in place of those in sub-clause 218.5.2.

## 218.6. Classification/Recruitment & Selection

218.6.1. Division 3 Professional Instructors will be classified as either Structural, Wildfire or Location Based Instructors.

218.6.2. All Division 3 Professional Instructors will be employed on a full time basis.



218.6.3. All Division 3 Professional Instructor positions will be advertised internally and be filled by Division 3 Firefighters and Division 3 Officers and current Division 3 Instructors employed on a full time basis, who can demonstrate a minimum of 5 years service as a Professional / career Firefighter within a UFU/FRV 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 and any such applicant must comply with the qualifications as specified in SCHEDULE 12 - Emergency Management Training Framework. 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:

218.6.4. In the case of Division 3 Instructors - Location Based and/or Structural - at least five (5) years' recognised service as a professional firefighter in a professional/career recognised fire service or equivalent established by recognition of prior learning (RPL).

218.6.5. 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.

218.6.6. All applicants for Division 3 Instructor-Structural, positions must have as a minimum the practical career experience, skills and qualifications as a paid professional 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).

218.6.7. In the case of Division 3 Professional 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 professional / 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.

218.6.8. Consistent with FRV selection policy Instructor Interview Panels will comprise of:

218.6.8.1. Assistant Chief Fire Officer, Training Development

218.6.8.2. Assistant Chief Fire Officer from Area if required

218.6.8.3. Structural or Wildfire Instructor according to stream of position being interviewed

218.6.8.4. A representative of employees nominated by the UFU.

218.6.8.5. All of the above are required to have completed FRV approved Recruitment & Selection training program.

#### 218.7. Recognition of Prior Learning / Recognition of Current Competency

218.7.1. 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;

218.7.1.1. Seeking to apply for a Division 3 Instructors position; or

218.7.1.2. For currently appointed Division 3 Instructors to validate their capability to deliver specific training units outside of their appointed stream (i.e. Wildfire or Structural).

218.7.2. The parties agree that membership of this panel will be:

218.7.2.1. 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.

218.7.2.2. A FRV Management representative conversant with RPL/RCC principles, competency based training, the Public Safety Training Package and their application within FRV;

- 218.7.2.3. A UFU nominee conversant with RPL/RCC principles, competency based training, the Public Safety Training Package and their application within FRV.
- 218.7.3. All judgements of competence by the panel in regard to RPL/RCC will be made by consensus.
- 218.7.4. The parties agree that this panel will continue to be constituted.
- 218.7.5. 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 218.7.1 above, to judge RPL/RCC against the competencies and experience equivalent of:
- 218.7.5.1. Recruit level competencies; and
  - 218.7.5.2. Minimum Five years' professional / career firefighting experience; and
  - 218.7.5.3. Appropriate structural units to at least LFF level; and/or
  - 218.7.5.4. Wildfire units to at least LFF level; and
  - 218.7.5.5. Certificate 4 Workplace Assessors and Training qualifications (or be a current professional / career firefighter holding Workplace Trainer Category A or equivalent).
- 218.7.6. Current Division 3 Firefighters and Division 3 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.
- 218.7.7. 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 FRV firefighting rank of LFF qualifications or above cannot laterally transfer into an operational role at any time.
- 218.7.8. 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.

218.7.9. SCHEDULE 31 - Training Module Delivery by Professional Instructors  
– Division 3 specifies the units in which structural and / or wildfire professional 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 units outside of their appointed stream (i.e. Wildfire or Structural).

218.7.10. The conditions of laterally transferring an externally appointed professional instructor into an operational role (if applicable) will be noted on the FRV/UFU consultative committee record in accordance with sub-clause 218.7.7.

## 218.8. Hours of Work

218.8.1. Division 3 Instructor's hours of work shall be in accordance with the provisions of clause 208 Special Duties and clause 196 Rostering.

218.8.2. 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.

218.8.3. The ordinary working hours/shifts of employees shall not exceed:

218.8.3.1. 10 on any Saturday or Sunday

218.8.3.2. 14 on any other day

218.8.3.3. 48 in any 7 consecutive days

218.8.3.4. 96 in 14 consecutive days

218.8.3.5. 192 in 28 consecutive days

218.8.3.6. 336 in 56 consecutive days.

218.8.4. For hours worked in excess of those specified within this clause the provisions of clauses 101 Payment of Overtime and 212.1 Overtime shall apply.

218.8.5. Notwithstanding sub-clauses 218.8.3 and 218.8.4 above, any Division 3 Professional 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 101 and 212.1 or time-in lieu equivalent to the applicable overtime rate for the time worked.

- 218.8.6. Within the parameters specified within this sub-clause, the actual hours to be worked by each employee shall be agreed between FRV and employee concerned and in the case of no agreement, FRV and UFU will agree.
- 218.8.7. There shall be no split shifts.
- 218.8.8. There must be a 10-hour break between duty shifts.
- 218.8.9. A maximum of 16 nights in any 8-week period may be worked.
- 218.8.10. 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.
- 218.8.11. 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 FRV.
- 218.8.12. Training Instructors 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 29 - Allowances, Personal Expenses and Accommodation of the Agreement.
- 218.8.13. FRV will ensure that all managers and employees are particularly aware of clause 104.13 Long hours assistance with respect to Instructors.
- 218.8.14. 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.

## 218.9. Overtime

- 218.9.1. Career Division 3 Instructors shall be offered overtime in the first instance, taking into consideration required competencies, location and excessive hours.
- 218.9.2. To assist in the interpretation of this clause, FRV and UFU agree that:
- 218.9.2.1. 'Overtime in the first instance' – means all overtime opportunities to provide courses, instruction or assessment over and above usual working hours.

218.9.2.2. 'Required competencies' – means instructing within the appointed stream or across streams as agreed between FRV and the UFU.

218.9.2.3. 'Location' – will be determined in the following sequence:

218.9.2.3.1. To Career Instructor's employed within the region where the training or assessment is to take place

218.9.2.3.2. To Career Instructor's employed within the adjoining region of where the training or assessment is to take place

218.9.2.3.3. To Division 3 SO/LFF within the region where the training or assessment is to take place

218.9.2.3.4. To SO/LFF employed within the adjoining region of where the training or assessment is to take place.

218.9.3. All clause 212 overtime provisions will apply to Professional Instructors in addition to any specific provisions which apply in sub-clause 218.9. To avoid doubt, Division 3 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.

#### **218.10. Location of Work**

218.10.1. Division 3 Instructors may conduct some of their administrative duties from their residence, if deemed appropriate and approved by their line manager.

218.10.2. All travel time travelled by a professional instructor to conduct training and/or assessment will be deemed as time worked and recorded as time worked.

#### **218.11. Wages**

218.11.1. Division 3 Firefighters and Division 3 Station Officers working as a Division 3 Instructor shall be paid at the rate specified in the table in sub-clause 218.11.3.

218.11.2. No Division 3 Instructor shall be paid less than the rate of a Division 3 Station Officer.

218.11.3. **Internal Appointees** - Division 3 Leading Firefighters, Division 3 Station Officers, Division 3 Commanders and Division 3 ACFOs

(a) Instructors appointed from the classifications of Division 3 Leading Firefighter and Division 3 Station Officer, Division 3 Commanders and Division 3 ACFOs will translate to the following pay rates based on their substantive classification:

Substantive Classification	Pay Points as Instructor	Instructor Title
Division 3 Leading Firefighter	Division 3 Station Officer	Division 3 Leading Firefighter
Division 3 Station Officer	Division 3 Senior Station Officer	Division 3 Station Officer
Division 3 Senior Station Officer	Division 3 Senior Station Officer plus 10 relativity points of QFF	Division 3 Senior Station Officer
Division 3 Commander	Division 3 Commander	Division 3 Commander
Division 3 ACFO	Division 3 ACFO	Division 3 ACFO

218.11.4. **External Appointees** - In the case of externally appointed instructors, Professional Instructors will be paid commensurate with their skills and abilities in accordance with SCHEDULE 32 - Instructor Career and Progression Pathway - Division 3.

**218.12. Progression**

218.12.1. The progression principles of how professional instructors will progress through the various pay-points is in accordance with SCHEDULE 32 - Instructor Career and Progression Pathway. All professional instructors will progress to higher levels on completion of the required units or 1 pay point per year. To avoid doubt, there will be no grand parenting for any professional instructors and all existing grand parenting of professional Instructors will be removed.

218.12.2. FRV will provide access to all required training so that employees can progress through the units in accordance with at least the minimum progression timeframes within this Agreement.

218.12.3. FRV will assist employees to formulate a development plan which facilitates the employee:

218.12.3.1. Acquiring the expected competencies of Level 2 employee within 12 months of appointment to Level 1; and

218.12.3.2. Acquiring the expected competencies of a Level 3 employee within 24 months of appointment to Level 1; and

218.12.3.3. Acquiring the expected competencies of a Level 4 employee within 36 months of appointment to Level 1.

218.12.4. To avoid doubt in accordance with clause 218.12.2, any professional instructor who possesses or gains the competencies associated with Professional Instructor progression as stated in SCHEDULE 32 - Instructor Career and Progression Pathway at any time, will be paid at the level in accordance with those competencies.

#### **218.13. Certificate IV Training**

218.13.1. FRV will ensure all Division 3 professional 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.

#### **218.14. Certificate IV Heavy Vehicle**

218.14.1. Division 3 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.

#### **218.15. Transfer**

218.15.1. 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 FRV, Division 3 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.

#### **218.16. Superannuation**

218.16.1. For all internal appointees who have taken the position of Division 3 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.

218.16.2. 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 FRV after agreement with the employee concerned. Every effort will be made to accommodate the personal requirements of the employee.

#### **218.17. Mentoring**

218.17.1. The role of a Division 3 Instructor as a mentor at an incident is to assist with the development of skills, knowledge and succession planning of third party volunteers and professional / career staff, commensurate with their individual competence level and endorsement by Fire Rescue Commissioner to undertake such task.

218.17.2. When performing this task at an incident, Division 3 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 third party 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 FRV.

## 218.18. Operational Use of Instructors

218.18.1. The parties agree to:

218.18.1.1. The primary role of Division 3 Professional instructors is in training

218.18.1.2. Operational use should not compromise the training responsibilities of professional instructors.

218.18.1.3. 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 Division 3 professional instructors.

218.18.1.4. 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.

218.18.1.5. The career opportunities, qualifications and job security of Division 3 Firefighters and Division 3 professional instructors shall not be diminished or compromised.

218.18.2. The role of Division 3 Instructors is the coordination, development/preparation and delivery of training consistent with their agreed position description. Division 3 Instructors skills and experience may be utilised to mentor professional / career staff or third party volunteers.

218.18.3. An Instructor will not:

(a) Perform operational response duties normally undertaken by professional / career firefighters, Division 3 Station Officers, Division 3 Commanders and/or Division 3 ACFOs. Such duties are not included in the duties of Instructors.

(b) Be a Division 3 Duty Officer or perform Division 3 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 Division 3 Instructors.

218.18.4. Provided that Division 3 Firefighters and Division 3 Station Officers are not available to perform such roles, Division 3 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

218.18.5. The Division 3 Instructors referred to in clauses 218.18.4 must have the requisite qualifications and endorsement by the Fire Rescue Commissioner. When considering whether to utilise Division 3 Instructors in a functional or specialist role within an IMT, the Division 3 Operations Manager should have also regard to offering these opportunities to trained firefighters and Division 3 Station Officers who require skills acquisition, skills maintenance, further experience and/or mentoring to become "endorsed" or maintain their skills.

218.18.6. For Division 3 professional 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 the FWC by way of conciliation to help to achieve this outcome.

218.18.7. The parties agree that Division 3 professional instructors who have completed a Division 3 recruit course may be utilised operationally only in the limited duties set out in this subclause as follows:

218.18.7.1. 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.

218.18.7.2. Such guidelines:

218.18.7.2.1. Must include a vacancy management procedure ('Recall Procedure') which enumerates the steps to be taken before any requirement to undertake operational work arises.

218.18.7.2.2. Will only provide for the operational use of professional instructors in the following circumstances:

218.18.7.2.2.1. at a type 2 or 3 incident where the Recall Procedure has been exhausted;

218.18.7.2.2.2. in any other case, by prior agreement with the UFU.

218.18.7.2.3. For the sake of clarity, Division 3 Instructors duties do not include and Division 3 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.

218.18.7.2.4. To avoid doubt the Division 3 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 Division 3 firefighting ranks referred to in sub-clause 218.1.1.1.

218.18.8. Given the inherent dangers of firefighting and the need to ensure safety of all employees, Division 3 Instructors will be under the command of the Fire Rescue Commissioner.

**218.19. Provision of Courses**

218.19.1. The following minimum number of Division 3 Instructors at the substantive ranks (or as otherwise agreed between the parties) shall be engaged to work on the courses as specified:

Course	Division 3 ACFO	Division 3 Commander	Division 3 SSO	Division 3 SO	Division 3 LFF	Division 3 Senior FSCC
Division 3 Recruits	1	1	1	9	1	1
Division 3 SO	1	1	1	1	1	1
Division 3 SSO	1	1	1	1	1	1
Division 3 FSCC	1	1	1	1	1	2
Division 3 Commander	1	1	1	1	1	1

218.19.2. For a Division 3 professional instructor to work on a course, the Division 3 professional instructor shall have all of the vocational competencies being delivered.

218.19.3. Numbers of substantive ranks for courses which are not listed in clause 218.19.1 shall be agreed between the parties.

**218.20. Uniform**

218.20.1. Each Division 3 professional Instructor will be provided with a uniform as agreed by the parties and in accordance with this clause.

218.20.2. Division 3 professional Instructors will be provided as a minimum the same uniform, PPC and PPE as provided to other Division 3 operational staff and will be issued with any changes to such uniform and equipment when further uniform roll outs occur for other Division 3 operational staff.

218.20.3. The selection of uniform apparel, between operational and corporate, is a matter to be determined by the Division 3 Instructor

218.20.4. Epaulettes - Division 3 professional / career Firefighters and Division 3 Station Officers

Substantive	Epaulettes
Division 3 QFF or Division 3 Senior Firefighter with Division 3 LFF qualifications	Leading Firefighter (3 chevrons)
On completion of Division 3 SO assessment	Station Officer (1 pip)
Division 3 Leading Firefighter	Leading Firefighter (3 chevrons)
On completion of Division 3 SO assessment	Station Officer (1 pip)
Division 3 Station Officer	Station Officer (1 pip)
Division 3 Senior Station Officer (Senior Instructor)	Senior Station Officer (2 pips)

Upon completion of the Division 3 Instructor secondment period or when performing skills maintenance, all Firefighters and Station Officers will return to their substantive rank and insignia.

218.20.5. Epaulettes - Other

All other Division 3 Instructors, irrespective of their backgrounds, are to wear "Instructor" only on epaulettes.

218.20.6. Name tags

All Division 3 Leading Firefighters and Division 3 Station Officers who perform the role of Division 3 professional Instructor maintain their rank on their name tag. All other Division 3 professional Instructors, irrespective of their backgrounds, are to wear "Instructor" or "Senior Instructor" and their name on their name tag.

218.20.7. Helmets

Division 3 professional Instructors' 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 Division 3 Senior Instructor or Division 3 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.

**218.21. Secondment and Relief**

218.21.1. 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.

218.21.2. Personnel appointed as a Division 3 Instructor on secondment for a period, or those relieving these persons, shall not reduce the full period of the secondment unless otherwise agreed between FRV 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.

218.21.3. At the conclusion of any period of secondment the Division 3 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.

218.21.4. The filling of vacancies created by the secondment of Division 3 Instructors will be in accordance with the following sequence:

218.21.4.1. offered to appointed relievers from the seconded Division 3 Instructors home location

218.21.4.2. offered to eligible Division 3 Firefighters/station officers who have registered an expression of interest in filling such positions

218.21.4.3. an internal advertisement process

218.21.4.4. other spare relievers on a short-term and equitable basis, i.e. 28 days.

218.21.5. 'Secondment' for the purposes of this clause means secondment of a Division 3 employee into the position of Division 3 Instructor. It does not refer to secondment of an employee from another fire service .

**218.22. Skill Maintenance**

**Division 3 Firefighters and Division 3 Station Officers**

218.22.1. 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.

218.22.2. The location and time to be spent on skills maintenance will be as agreed between FRV and employee concerned and in the case of no agreement, it will be agreed by FRV and UFU.

### **External Appointees**

218.22.3. Skills maintenance for Division 3 Wildfire Instructors will be achieved by the Division 3 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 FRV and the employee (or their representative).

218.22.4. Skills maintenance for Division 3 Structural Instructors will be achieved by the Division 3 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 FRV and the employee (or their representative).

218.22.5. As part of skills maintenance contemplated in this sub-clause, FRV will ensure that professional instructors are provided opportunities to mentor in the following roles:

218.22.5.1. Ground Observer

218.22.5.2. Safety Officer

218.22.5.3. Staging Area Manager.

### **218.23. Annual Leave**

218.23.1. 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.

218.23.2. A Division 3 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.



218.23.3. 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.

218.23.4. 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.

#### 218.24. Further study

218.24.1. Division 3 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 FRV. No request will be unreasonably withheld.

#### 218.25. Allowances

##### 218.25.1. 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 29 - Allowances, Personal Expenses and Accommodation 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.

#### 218.26. 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 29 - Allowances, Personal Expenses and Accommodation.

218.26.1. Any Division 3 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, FRV Headquarters or any other recognised Fire Service Training Ground will be paid the State Wide Training

allowance as per SCHEDULE 29 - Allowances, Personal Expenses and Accommodation for each shift they are performing the work described above.

218.26.2. Any Division 3 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 29 - Allowances, Personal Expenses and Accommodation.

## **PART C - ADDITIONAL CONDITIONS APPLYING TO DIVISION 3 COMMANDER TO DIVISION 3 ACFO CLASSIFICATION AND THE DIVISION 3 MCS CLASSIFICATION**

### **219. APPLICATION OF PART C**

219.1. This part applies to all Division 3 employees of FRV engaged in or performing work that is or may be performed by an employee engaged in a classification or occupation referred to below:

219.1.1. Division 3 MCS

219.1.2. Division 3 Commander

219.1.3. Division 3 ACFO

### **220. DIVISION 3 ACFO HOURS OF WORK**

220.1. Employees shall be rostered in accordance with this clause.

220.2. 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.

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

220.3.1. Save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES, FRV 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 (agreement is required for each employee).

220.3.2. Where part-time employment is agreed, part-time employees under this clause will:

220.3.2.1. work and be rostered on hours negotiated and agreed in writing between FRV the employee and (save as in relation to an application 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

220.3.2.2. be paid for any additional hours worked at overtime rates, or

220.3.2.3. work in accordance with clause 196 - Rostering, and where any reference to 42 hours in clause 196 - Rostering shall be read as 38 hours.

220.3.3. Full-time employees shall work in accordance with clauses 220.4 to 220.10.

220.3.4. For the avoidance of doubt, ACFOs are able to access the part-time rostering arrangements in accordance with this clause and clause 56 Rights Under NES.

220.4. FRV wishes to continue the present arrangement which is that the ACFO and their direct supervisor agree on a balanced approach to hours of work.

220.5. Division 3 ACFO's shall work hours of work a defined hour of work as provided for at clause 196 Rostering, and as provided below.

220.6. It is recognised that Division 3 ACFO's are expected to work as directed and as needed within their average hours each week.

220.7. In this context, Division 3 ACFO's are expected to manage their own diaries so that there is a balance between working time and time off.

220.8. FRV respects the right of Division 3 ACFO's to balance their working time through compensatory time off on an individual basis for which approval will not be withheld.

220.9. 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.

220.10. The line manager shall ensure that hours of work are managed consistent with FRV's obligations under the Fair Work Act 2009 or its successor.

## **221. SPECIAL ROSTERS AND REST PERIODS**

221.1. To avoid doubt, these provisions apply as well as roster and hours of work provisions in Part B of this Division.

221.2. A special roster is a roster to be recalled or standby on call as opposed to standard rosters under clause 204 Roster of Hours. The special rosters include the following types agreed to between FRV and the UFU:

- 221.2.1. Executive Officers and Commanders Special Roster (EOCSR)
- 221.2.2. State Control Centre Roster
- 221.2.3. Regional Control Roster
- 221.3. No other special rosters or special rostered position shall exist or be implemented, unless agreed to between the UFU and FRV.
- 221.4. Special roster hours shall be agreed between FRV and the UFU.
- 221.5. 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 employee's residence is further than 100 kilometres from the district, FRV shall provide reasonable accommodation for the employee within 100 kilometres.
- 221.6. For the purpose of clause 221.13.2, time spent on emergency deployment outside of Victoria shall also be recognised as time spent on a special roster.
- 221.7. All time spent recalled under a special duty roster (that is time where the employee is required to be on duty for a special duty roster shift when they would otherwise be off duty or standby on call for that shift) shall be paid at recall rates and conditions in accordance with the overtime provisions in clause 212. Where an employee is provided with less than 24 hours' notice of the requirement to be on a special duty roster outside of their normal roster on duty hours, the first 24 hours on a special roster must be recalled to be on duty and clauses 221.8 and 221.9 shall not apply to that shift.
- 221.8. Unless otherwise provided in this Division, FRV will ensure employees do not work more than 14 hours consecutively. Work includes time on duty when the employee has been disturbed during an on call special roster.
- 221.9. 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 times on duty when the employee has been disturbed during an on call special roster together with time where an employee has been on duty on their normal roster. 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 Rostered and/or State Duty Officer achieved a 10 hour break.
- 221.10. 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 on duty until the

commencement of the time when the required rest periods are taken, in addition to any other entitlement provided in this Division.

221.11. Where work involves ongoing major operational activity, FRV will ensure that there are adequate breaks during periods of duty, including by ensuring that they have adequate relief available.

221.12. Where an employee who performs a rostered on call position at night is disturbed between 2300hrs and 0700hrs from their rest for any matters related to their special duties roster, 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 also be counted as time worked. Where an employee who performs a rostered on call position is disturbed at other times, the period of disturbance will be on duty time and paid at overtime rates where the employee is unable to adjust normal hours during the week to compensate.

221.13. To avoid fatigue, unless otherwise provided for in this Division, the employer will ensure that:

221.13.1. In any 35 day period, no employee shall be rostered on any special roster outside of normal roster on duty hours for more than 7 days.

221.13.2. In any calendar year, no employee shall be rostered for more than 56 days on any special roster, including for deployment outside FRV as defined in clause 136. Any rostering beyond 56 days per year will only be by agreement between the employer, employee and the UFU. If any employee is rostered more than 56 days per year, the employer will pay the employee double time for all such time rostered outside of normal roster on duty hours and provide an equal amount of time as time off in lieu.

221.13.3. No employee will be required to work or be on a special roster more than 7 days consecutively. Any employee who works (that is disturbed and required to be on duty) more than 7 consecutive days whilst on a special roster must take 2 consecutive days off. These days will be paid at double time rates. For the purposes of this sub-clause work means on duty for at least four hours in a day.

221.13.4. No employee will work or be on a special roster more than 4 nights in any week (Monday to Sunday). For the purposes of this clause the spread of hours for night work is between the hours of 1800 and 0800. Any employee who is

on call and works for more than 4 hours on special roster duties for each night on 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 on special roster duties.

221.13.5. No employee will work more than 12 hours on a Saturday or a Sunday.

221.13.6. To avoid doubt, time on the Regional Control Roster does not count as time on a special roster for the purposes of clause 221.13.1 and 221.13.2 for those occupying the Assistant Chief Fire Officer (Regional Commander) position.

221.14. In the event of loss of motor vehicle license, employees will not be placed on a special roster.

## **222. DIVISION 3 ACFO PERSONAL DEVELOPMENT**

222.1. FRV may, upon application by the Division 3 ACFO, assist the Division 3 ACFO to undertake additional professional development activities through the provision of such financial assistance or leave with or without pay as is determined by the Fire Rescue Commissioner.

222.2. This clause shall not be used punitively or for disciplinary purposes.

222.3. Professional development opportunities will be shared equitably amongst Division 3 ACFOs.

222.4. FRV 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.

222.5. Reimbursement of the costs of fees and books shall be met by FRV on successful completion of each module/subject.

222.6. At all times leave is subject to work requirements and determined on that basis.

## **223. ALLOWANCES / HIGHER DUTIES / REIMBURSEMENTS [QUANTUM NOT YET AGREED]**

223.1. Employees covered by this part are entitled to reimbursement of expenses as per any arrangements that apply to the Fire Rescue Commissioner and Deputy Commissioners, where such entitlement exceeds an entitlement otherwise conferred by the agreement. The application of this clause will be subject to Clause 18 – Consultation prior to implementation.

### **223.2. EMR Allowance**

All employees under this section will receive the allowance specified in clause 78 and SCHEDULE 29 - Allowances, Personal Expenses and Accommodation.

### **223.3. 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 FRV. Where an employee has telephone rental/internet access as part of a bundle package or VOIP system the total amount will be paid.

## **224. ADDITIONAL ROLES**

224.1. Division 3 Commanders and Division 3 ACFOs may perform the additional roles:

224.1.1. Executive Officers and Commanders Special Roster (EOCSR)

224.1.2. State Control Centre Roster

224.1.3. Regional Control Roster

224.1.4. RIAT coordinator

224.2. The RDO cannot be rostered for multiple districts except where proposals have been agreed through the consultation clause 24 Dispute Resolution.

224.3. 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. FRV will not ask or require any employee to undertake any such role other than roles agreed with the UFU.

224.4. Such positions will be advertised and filled via a fair and equitable selection process.

224.5. Any change to such positions shall be subject to consultation including agreement.

224.6. Pre-formed teams

224.6.1. 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 FRV Consultation Committee. Teams must have appropriate skills and competencies.

## **225. TEMPORARY TRANSFER**

Any employee covered by this Part 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.

## **226. VEHICLES**

226.1. In recognition of the operational responsibilities of employees covered by this part, FRV 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.

226.2. The parties have agreed that the following constitutes appropriately equipped:

226.2.1. Safety standard in line with as a minimum the silver rated Victoria Police vehicle design or bronze rated Victoria Police vehicle design for 4WDs

226.2.2. Australian made where available

226.2.3. Diesel fuelled or as otherwise agreed in accordance with Clause 18 – Consultation

226.2.4. FRV radio or in the case of Secondees to CFA, a CFA radio

226.2.5. Bull bar

226.2.6. Off road 4WD capacity - unless the employee states that 4WD is not required

226.2.7. Tinted windows

226.2.8. First aid kits

226.2.9. Fire extinguishers

226.2.10. Fog lights unless employee elects otherwise

226.3. 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.

## **226.4. New Commander positions**

226.4.1. FRV will continue to employ additional Division 3 Commander positions to facilitate relief and additional service demands.

## **226.5. Division 3 Commander Reliever positions**

226.5.1. The Division 3 Commander Reliever positions will have a dual role, providing relief for both Division 3 ACFO and Division 3 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.

226.5.2. FRV shall ensure that there are adequate numbers of Division 3 Commander Relievers in each district and HQ to ensure that substantive Division 3 Commanders in districts are relieved for the entire period of their leave.

226.5.3. Prior to the introduction of any additional Division 3 Commander Reliever positions, the Consultative Committee must consult under clause 24 in relation to the following matters and reach agreement about them:

226.5.3.1. The location(s) to which any Division 3 Commander Relievers will be appointed;

226.5.3.2. The geographic areas in which Division 3 Commander Relievers may perform relieving duties;

226.5.3.3. The ratio of Division 3 Commander Relievers to Division 3 Commanders/ Division 3 ACFOs required;

226.5.3.4. Workload and intensity;

226.5.3.5. Administrative arrangements which may be required in recognition of the unique role of Division 3 Commander Relievers; and

226.5.3.6. Any other matters required to be addressed in order to introduce the Division 3 Commander Reliever position in a fair, equitable and reasonable manner.

226.5.4. In the event that an employee is unable to take planned leave because FRV 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 FRV's inability to provide relief may utilise the dispute resolution procedure of this Agreement.

## **227. ANNUAL LEAVE**

227.1. 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 Division will be encouraged however not required to take at least one period of three weeks continuous leave within each twelve month period (financial year).

## **228. CAREER DEVELOPMENT TRANSFER OPPORTUNITIES**

228.1. The parties recognise employees covered by part C of this Division are appointed to FRV and can be utilised and appointed to dedicated positions within FRV (inclusive of secondment/'acting up' positions where applicable).

228.2. In the event of such transfers between positions, FRV commits to consult with the UFU and the employees concerned on the proposed transfer.

228.3. Any dispute about transfers or changes to an employee's work location shall be dealt with in accordance with the dispute resolution process of this Agreement.

## **229. REGIONAL COMMAND AND CONTROL**

229.1. The parties agree that a position of Operations Manager (Regional Commander) from the previous Agreement has been replaced by Division 3 ACFO (Regional Commander). FRV will maintain at all times a minimum of eight permanent Division 3 ACFO (Regional Commander) positions.

229.2. In addition to the terms and conditions of employment pertaining to a Division 3 ACFO as set out in this Agreement, the following additional provisions apply to Division 3 ACFO (Regional Commanders):

229.2.1. Dedicated administrative support will be provided to each Division 3 ACFO (Regional Commander) position by way of a suitably classified Support Officer, who will report to the Division 3 ACFO (Regional Commander); and

229.2.2. Full relief will be provided to Division 3 ACFO (Regional Commander) for all leave entitlements.

229.3. The position description of the Division 3 ACFO (Regional Commander) is the agreed position description as at 20 February 2014. Such position description is incorporated as a term of this Agreement.

229.4. The parties have agreed suitable competencies applying to the classification and required to be appointed to the classification of Division 3 ACFO (Regional Commander).

**230. DIVISION 3 COMMANDER/ACFO/ /MCS SUBCOMMITTEE**

230.1. The parties have agreed to continue the former Operations Managers/Operations Officers Consultative Committee as a sub-committee under the FRV/UFU Consultative Committee in accordance with Clause 18 – Consultation.

230.2. This subcommittee will make recommendations to the FRV/UFU Consultative Committee in accordance with Clause 18 - Consultation.

230.3. This subcommittee will meet at least monthly at a location chosen by the UFU.

## **PART D - COMMUNICATIONS DEPARTMENT**

### **231. APPLICATION**

231.1. This part of the Agreement applies to Division 3 Employees:

231.1.1. employed in the Communications Department, or

231.1.2. performing work that is or may be performed by an employee in a classification referred to in this part of the Agreement.

### **232. CTSO SALARY STRUCTURE [QUANTUM NOT YET AGREED]**

The classification structure for CTSO's is agreed and provided at SCHEDULE 37 - Communications Technical Services Officers (CTSO) Salary Structure.

There are currently agreed qualifications, experience and competencies for each level of the classification structure as provided at SCHEDULE 37 - Communications Technical Services Officers (CTSO) Salary Structure.

**CTSO** means a Division 3 Employee 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.

### **233. HIGHER DUTIES**

233.1. When an employee performs the higher duties of an employee in the Communications Department they shall be paid an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation.

### **234. VEHICLES**

234.1. FRV 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.

234.2. The parties have agreed that the following constitutes appropriately equipped:

234.2.1. FRV radio

234.2.2. Bull bar

234.2.3. Off road capacity

234.2.4. Additional rotating hazard lights

234.2.5. First aid kits

234.2.6. Fire extinguishers

234.2.7. Fog lights

234.3. 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.

## **235. AMENITIES**

235.1. 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.

235.2. FRV will provide a portable fridge in all vehicles.

## **236. HOURS OF WORK**

236.1. Employees shall work hours in accordance with this clause.

236.2. 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.

236.3. Save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES, FRV 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 (agreement is required for each employee).

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

236.4.1. 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:

236.4.1.1. 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;

236.4.1.2. The paid day off shall be agreed between the parties.

236.4.2. Where part-time employment is agreed, part-time employees will:

236.4.2.1. work and be rostered on hours negotiated and agreed in writing between FRV the employee and (save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES) 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

236.4.2.2. be paid for any additional hours worked at overtime rates, or

236.4.2.3. work in accordance with clause 56, and where any reference to 42 hours in clause 56, shall be read as 38 hours.

236.5. For the avoidance of doubt, employees covered by clause 231.1 are able to access the part-time rostering arrangements in accordance with this clause and clause 56 Rights Under NES.

236.6. 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.

## **237. BREAKS**

237.1. Employees are entitled to an unpaid meal break of 30 minutes to be taken between the hours of 1200 and 1400 hours.

237.2. Employees are entitled to paid morning and afternoon tea breaks of 15 minutes each.

237.3. An employee who is disrupted from their meal break, and is required by the employer to perform work, shall be paid at double time rates for the duration of the meal break.

## **238. ADDITIONAL HOURS WORKED**

238.1. 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.

238.2. A CTSO's manager will through appropriate planning and work scheduling ensure that excessive workloads are minimised.

238.3. 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.

238.4. 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.

238.5. Employees who work on a Saturday, Sunday or Public Holiday shall be paid the appropriate rate as specified in this Agreement.

## **239. DUTY ROSTER**

### **239.1. Definitions**

#### **239.1.1. 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.

#### **239.1.2. 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.

**239.1.3. 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.

**239.1.4. 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.

**239.1.5. 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 FRV believes it is necessary to roster more frequently this will not occur without prior consultation in accordance with clause 24 Dispute Resolution.
- (d) Out posted employees shall not normally be placed on the roster. Where FRV believes it is necessary to roster an out posted employee this will not occur without prior consultation in accordance with clause 24 Dispute Resolution.

**239.2. Responsibilities and Remuneration**

**239.2.1. Duty Officer**

The Duty Officer shall be responsible for attendance to after hours calls, either in person or delegated to the rostered Support Officer.

239.2.2. Support Officer

The Support Officer (rostered On Call) shall assist the Duty Officer as directed.

239.2.3. 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.

239.2.4. On Duty Payments

- (a) Any Rostered Officer who is "On duty" will be paid at the appropriate overtime rate, except for instances covered by sub-clause 239.1.4(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 sub-clause 239.1.4(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.

239.2.5. A minimum of four hours will be paid for each occasion they are recalled to be "On Duty".

239.2.6. 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.

239.2.7. Where a CTSO is required to replace a CTSO who is the Duty Officer or Support Officer due to:

- (e) Absence without notice;
- (f) Location of the incident;
- (g) Specific skill requirement;
- (h) both Duty Officer and Support Officer being unavailable; or
- (i) Emergency situation

The replacement CTSO shall be acting Duty Officer or acting Support Officer, and shall receive payments applicable to Duty Officers and Supporting Officer until this clause for that period.

239.2.8. To avoid doubt, CTSOs are not entitled to the After Hours Allowance provided for at clause 104.14 by reason of their availability to perform duties under this clause, and payments made under this clause are in lieu of the After Hours Allowances provided for at clause 104.14.

## **240. OVERTIME RATES**

240.1. Unless specified elsewhere, overtime rates for this part of the Agreement are at least:

240.1.1. 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.

240.1.2. 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.

240.1.3. All work performed on a Sunday will be paid for at the rate of double time.

240.1.4. At the election of the employee time off equivalent to the period of overtime worked may be taken in lieu of receiving overtime rates.

## **241. 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 FRV. 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**

**242. APPLICATION**

242.1. This part of the Agreement applies to Division 3 Employees:

242.1.1. employed in the Protective Equipment Department, or

242.1.2. performing work that is or may be performed by an employee in a classification referred to in this part of the Agreement.

**243. WAGES [QUANTUM NOT YET AGREED]**

243.1. The following rates shall apply:

Classification	Current Weekly Wage	1 October 2022	1 April 2023	1 October 2023	1 April 2024	1 October 2024	1 April 2025	1 October 2025
PE Technician 1	1,276.03	1,437.98	1,482.56	1,521.10	1,551.52	1,576.35	1,623.64	1,647.99
PE Technician 2	1,341.45	1,511.31	1,558.16	1,598.67	1,630.64	1,656.74	1,706.44	1,732.03
PE Technician 3	1,406.86	1,584.64	1,633.76	1,676.24	1,709.77	1,737.12	1,789.24	1,816.07
PE Technician 4	1,472.27	1,657.96	1,709.36	1,753.80	1,788.87	1,817.50	1,872.02	1,900.10
PE Technician 5	1,603.07	1,804.59	1,860.53	1,908.90	1,947.08	1,978.23	2,037.58	2,068.14
Senior PE Technician	1,697.33	1,910.25	1,969.47	2,020.67	2,061.09	2,094.06	2,156.89	2,189.24

\* Employees shall also be paid an 17.5% annual leave loading during annual leave

243.2. Annualised all-purpose commuted availability allowance to be included in salary:

Classification	Current	1 October 2022	1 April 2023	1 October 2023	1 April 2024	1 October 2024	1 April 2025	1 October 2025
PE Technician 3	3,280.40	3,677.33	3,791.33	3,889.90	3,967.70	4,031.18	4,152.12	4,214.40
PE Technician 4	3,433.12	3,848.53	3,967.84	4,071.00	4,152.42	4,218.86	4,345.43	4,410.61
PE Technician 5	3,738.60	4,190.97	4,320.89	4,433.23	4,521.89	4,594.24	4,732.07	4,803.05
Senior PE Technician	3,958.42	4,437.39	4,574.94	4,693.89	4,787.77	4,864.37	5,010.31	5,085.46

243.3. Protective Equipment employees' monetary remuneration is payable in fortnightly instalments by electronic funds transfer to the bank account designated by the employee.

243.4. 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.

243.5. A bonus payment previously applied to Protective Equipment employees. From the commencement of this Agreement, the bonus payment no longer applies, and wage rates have been increased by \$350 per annum in lieu of the bonus payment.

**244. HIGHER DUTIES**

244.1. 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.

244.2. 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.

**245. MANAGER TECHNICAL SERVICES**

245.1. 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.

**246. HOURS OF WORK**

246.1. Employees shall work hours in accordance with this clause.

246.2. 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.

246.3. Save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES, FRV 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 (agreement is required for each employee).

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

246.4.1. 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

246.4.2. 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.

246.4.3. Where part-time employment is agreed, part-time employees will:

246.4.3.1. work and be rostered on hours negotiated and agreed in writing between FRV the employee and (save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES) 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

246.4.3.2. be paid for any additional hours worked at overtime rates, or

246.4.3.3. work in accordance with clause 56 Rights under NES and where any reference to 42 hours in clause 56 shall be read as 38 hours.

246.5. For the avoidance of doubt, employees covered by clause 242.1, are able to access the part-time rostering arrangements in accordance with this clause and clause 56 Rights Under NES.

246.6. Protective equipment technicians shall normally be required to give 2 weeks' notice of their decision to utilise their annual leave.

#### **247. BREAKS**

247.1. Protective Equipment employees are entitled to an unpaid 30 minute meal break to be taken between the hours of 1200 and 1400 hours.

247.2. Protective Equipment employees are entitled to paid morning and afternoon tea breaks of ten minutes each.

247.3. An employee who is disrupted from their meal break, and is required to perform work, shall be paid at double time rates for the duration of the unpaid meal break.

#### **248. AMENITIES**

248.1. When a Protective Equipment 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.

248.2. FRV will provide a portable fridge in all vehicles.

#### **249. VARIATION TO HOURS OF WORK – TECHNICIANS**

249.1. 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.

249.2. Ordinary hours of work shall not exceed 8 hours per day including a paid meal break.

#### **250. OVERTIME AND RECALL**

250.1. All overtime shall be paid for at double time rates except as per clause 250.5 below.

250.2. 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.

250.3. 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.

250.4. Where a PE Technician is recalled to duty, he/she shall be reimbursed at the prescribed rate for Motor Vehicle Allowance in SCHEDULE 29 - Allowances, Personal Expenses and Accommodation 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.

250.5. 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.

250.6. At the election of the employee time off equivalent to the period of overtime worked may be taken in lieu.

## **251. ROSTERED PE SUPPORT TECHNICIAN**

251.1. 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.

251.2. 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.

251.3. 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.

251.4. The Rostered PE Technician shall be paid an 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.

251.5. 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.



251.6. 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 sub-clause 251.5.

**252. 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. FRV will continue to facilitate this objective through the provision of in-house and external specialist courses.

In line with these principles, FRV 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**

**253. APPLICATION**

253.1. This part of the Agreement applies to Division 3 Employees:

253.1.1. employed in the Practical Area Drill Department, or

253.1.2. performing work that is or may be performed by an employee in a classification referred to in this part of the Agreement.

**254. WAGES AND CONDITIONS [WAGES QUANTUM NOT YET AGREED]**

254.1. Weekly Wage Rate:

Classification	Current Weekly Wage	1 October 2022	1 April 2023	1 October 2023	1 April 2024	1 October 2024	1 April 2025	1 October 2025
PAD Operator -	1,999.60	2,241.55	2,311.04	2,371.13	2,418.55	2,457.25	2,530.96	2,568.93
PAD Supervisor	2,260.74	2,534.29	2,612.85	2,680.79	2,734.40	2,778.15	2,861.50	2,904.42

254.2. 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.

254.3. 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.

254.4. All future recruitment opportunities of PAD staff will be given to those holding the position of PAD Supervisor, PAD Operator or casual PAD Operator in the first instance.

254.5. All new PAD staff will be offered the opportunity to obtain qualification shortfalls in their first 12 months of employment.

**255. HIGHER DUTIES**

255.1. 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.

255.2. A PAD Supervisor undertaking higher duties will be paid an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation for all time worked on such duties.

**256. ALLOWANCES [QUANTUM NOT YET AGREED]**

**256.1. Travel allowances and Travelling Time**

256.1.1. 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.

256.1.2. Should the employee elect to use private transport for such travelling then the mileage allowance prescribed in SCHEDULE 29 - Allowances, Personal Expenses and Accommodation shall apply.

**256.2. Forklift Allowance**

256.2.1. Employees who undertake duties requiring the operation of a forklift shall be paid an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation shall apply.

256.2.2. Employees shall also be reimbursed for their Licence to Perform High Risk Work fee (application fee and/or renewal fee).

**256.3. BA Training**

256.3.1. An employee assisting a professional instructor in BA training will receive an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation for all time worked on such duties.

**256.4. PAD Safety Function**

256.4.1. An employee performing a PAD safety function will receive an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation for all time worked on such duties.

**257. PAID MEAL BREAK**

Employees are entitled to a paid meal break of one hour during each shift.

**258. AMENITIES**

In addition to the conditions provided in the other parts of this Agreement:

258.1. FRV shall provide such amenities as agreed between the union and employer to provide for the preparation and consumption of meals and refreshments; and

258.2. 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.

## 259. HOURS OF WORK

In addition to the conditions provided in the other parts of this Agreement:

259.1. Employees shall work hours in accordance with this clause.

259.2. 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.

259.3. Save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES, FRV 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 (agreement is required for each employee).

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

259.4.1. 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.

259.4.2. 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.

259.4.3. Where part-time employment is agreed, part-time employees will:

259.4.3.1. work and be rostered on hours negotiated and agreed in writing between FRV the employee and (save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES), 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

259.4.3.2. be paid for any additional hours worked at overtime rates, or

259.4.3.3. work in accordance with clause 56 Rights under NES, and where any reference to 42 hours in clause 56 shall be read as 38 hours.

259.5. For the avoidance of doubt, employees covered by clause 253.1, are able to access the part-time rostering arrangements in accordance with this clause and clause 56 Rights Under NES.

## **260. OVERTIME**

260.1. 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.

260.2. 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.

260.3. All work performed on a Sunday will be paid for at the rate of double time.

260.4. At the election of the employee time off equivalent to the period of overtime worked may be taken in lieu of receiving overtime rates.

260.5. 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.

## **261. WORKING ALONE**

FRV will ensure that no PAD staff works alone.

## **262. INCLEMENT WEATHER**

262.1. The parties agree to the following conditions under which employees under this part shall not be required to work in:

262.1.1. inclement weather that is under 8 degrees Celsius and over 35 degrees Celsius.

262.2. Rest breaks will be provided above 30 degrees as follows:

262.2.1. - 15 minutes in each hour when the temperature is 30 degrees Celsius

262.2.2. - 30 minutes in each hour when the temperature is 32 degrees Celsius

262.2.3. - 45 minutes in each hour when the temperature is 35 degrees Celsius.

262.3. 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.

262.4. 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.

### **263. TELEPHONE RENTAL REIMBURSEMENT**

263.1. Costs associated with work related phone calls including local calls, facsimile transmissions and computer remote connections are to be met by direct billing to FRV via "phone card" facilities.

263.2. Where FRV determines it necessary for an employee to be contactable after hours, a mobile phone will be provided to that employee and paid for by FRV.

## **DIVISION 4 – CONDITIONS APPLYING TO FIRE SAFETY OFFICERS**

### **264. APPLICATION OF DIVISION**

264.1. Division 4 of this Agreement applies to employees:

264.1.1. Employed as Fire Safety Officers and Fire Safety Coordinators and employed in the FRV Fire Safety Department.

264.1.2. Performing work that is or may be performed by an employee in a classification referred to in this part of the Division.

264.2. There will be no reduction of substantive positions of Fire Safety Coordinators & Fire Safety Officers for the life of this agreement. FRV may increase positions across the State as required via Clause 18 – Consultation.

264.3. The Parties agree that the position of FSO will not be grandfathered and will remain open to applicants who are not professional career firefighters. For the avoidance of doubt, this clause does not affect Fire Safety Inspectors and the position of Fire Safety Inspector will continue to be held by professional career firefighters only.

### **265. WAGE RATES**

265.1. The provisions of this clause shall be interpreted and applied having regard to the detailed technical nature of the statutory function performed within the regulatory environment within which Fire Safety Officers and Fire Safety Co-ordinators discharge their duties.

265.2. FSO's shall be paid as follows:

Classification	Weekly Wage at commencement	1 October 2022	1 April 2022	1 October 2023	1 April 2024	1 October 2024	1 April 2025	1 October 2025
Level 1 Fire Safety Officer	1,583.67	1,775.29	1,830.33	1,877.92	1,915.48	1,946.12	2,004.51	2,034.57
Level 2 Fire Safety Officer	1,614.75	1,810.13	1,866.25	1,914.77	1,953.07	1,984.32	2,043.85	2,074.50
Level 3 Fire Safety Officer	1,678.81	1,881.95	1,940.29	1,990.73	2,030.55	2,063.04	2,124.93	2,156.80
Level 4 Fire Safety Officer	1,745.50	1,956.71	2,017.36	2,069.81	2,111.21	2,144.99	2,209.34	2,242.48
Level 5 Fire Safety Officer	1,814.96	2,034.57	2,097.64	2,152.18	2,195.22	2,230.35	2,297.26	2,331.72
Level 1 Fire Safety Coordinator	1,907.00	2,137.75	2,204.02	2,261.32	2,306.55	2,343.45	2,413.76	2,449.96
Level 2 Fire Safety Coordinator	1,944.56	2,179.85	2,247.43	2,305.86	2,351.98	2,389.61	2,461.30	2,498.22
Level 3 Fire Safety Coordinator	2,022.02	2,266.68	2,336.95	2,397.71	2,445.67	2,484.80	2,559.34	2,597.73
Level 4 Fire Safety Coordinator	2,061.88	2,311.37	2,383.02	2,444.98	2,493.88	2,533.78	2,609.79	2,648.94
Level 5 Fire Safety Coordinator	2,144.12	2,403.56	2,478.07	2,542.50	2,593.35	2,634.84	2,713.89	2,754.60

265.3. The Parties agree that Fire Safety Officer/Fire Safety Coordinator classifications shall not be deemed operational for the purposes of the ESDB Scheme.

**266. CLASSIFICATION AND RANK APPOINTMENT AND PROGRESSION**

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

266.1.1. Level 1 Fire Safety Officer means an employee entering the fire safety environment with limited knowledge and experience in the Fire Safety Statutory Compliance environment.

266.1.2. Level 2 Fire Safety Officer means an employee who has completed 12 months employment as a Fire Safety Officer Level 1.

266.1.3. Level 3 Fire Safety Officer means an employee who has completed 12 months employment as a Fire Safety Officer Level 2.



266.1.4. Level 4 Fire Safety Officer means an employee who has completed 12 months employment as a Fire Safety Officer Level 3.

266.1.5. Level 5 Fire Safety Officer means an employee who has completed 12 months employment as a Fire Safety Officer Level 4.

266.1.6. Level 1 Fire Safety Coordinator means an employee entering the fire safety environment in the role of Fire Safety Coordinator.

266.1.7. Level 2 Fire Safety Coordinator means an employee who has completed 12 months employment as a Fire Safety Coordinator Level 1.

266.1.8. Level 3 Fire Safety Coordinator means an employee who has completed 12 months employment as a Fire Safety Coordinator Level 2.

266.1.9. Level 4 Fire Safety Coordinator means an employee who has completed 12 months employment as a Fire Safety Coordinator Level 3.

266.1.10. Level 5 Fire Safety Coordinator means an employee who has completed 12 months employment as a Fire Safety Coordinator Level 4.

266.2. Progression through the above pay points is subject to the following:

266.2.1. Meeting performance objectives as determined in a performance planning and review process agreed between the employee and their immediate manager

266.2.2. The acquisition and utilisation of new or enhanced skills if such are agreed in a performance planning and review process

266.2.3. A performance rating assessed as "Satisfactory" or better where a performance planning and review process is in place

266.2.4. The eligible Employee's participations in a performance review process when/if initiated by FRV

It is the responsibility of FRV to initiate each performance planning and review process. If in any 12-month period FRV does not initiate a performance review process for an employee covered by this Division, the employee shall automatically progress to the next pay point. The Parties agree that the Performance Planning and Review Process is a matter pertaining to the

employment relationship and, as such, can be subject to clause 24 – Dispute Resolution.

266.3. Level 5 Fire Safety Officers and Fire Safety Coordinators will receive a 2 percent classification lump sum payment at the completion of 12 months employment and at every subsequent 12 month employment at that classification.

266.4. FRV will provide access at FRV's expense for employees to undertake and complete units and assessments required to progress through the classifications and pay points from FSO Level 1 to FSC L3 in accordance with the minimum timeframes as contained within clause 266.1. In addition, FRV will provide access at FRV's expense for employees to undertake and complete units and assessments where employees are promoted or appointed to any classification or paypoint under this Agreement.

266.5. All Employees are to be provided with the opportunity to attend professional development and training courses related to their job role and FRV commits to providing each staff member with a minimum of 2 opportunities annually which will form part of annual career development plan.

266.6. Relief of FSC positions will be filled only by FSOs.

266.7. All future recruitment opportunities for the position of Fire Safety Coordinator will be given to those holding the position of Fire Safety Officer in the first instance.

## **267. ALLOWANCES**

### **267.1. FSO and FSC Qualification Allowance**

267.1.1. On successful completion of all of courses as agreed between FRV and UFU via Clause 18 - Consultation, an Employee to whom this Division applies will be paid a 2 per cent Fire Safety Qualification Allowance that is payable for all purposes including superannuation.

267.2. FRV will provide financial reimbursement for FSO's or FSC's that are required to maintain professional registration or associations.

267.3. A holder of IFE or equivalent Graduate/Technician Certificate or a Certificate of Fire Technology or equivalent shall receive an allowance of \$21.80 per week.

267.4. A holder of IFE or equivalent Graduate/Technician Certificate and Certificate of Fire Technology or equivalent shall receive an allowance of \$22.23 per week.

267.5. A holder of IFE or equivalent Membership and Graduate/Technician Certificate or equivalent shall receive an allowance of \$41.10 per week.

267.6. A holder of Certificate IV in Workplace Training and Assessment shall receive an allowance of \$21.80 per week.

**267.7. Accommodation and personal expenses**

An Employee who necessarily incurs accommodation, meals and incidental expenses in performing their duties will be entitled to reimbursement as prescribed in SCHEDULE 42 -, subject to the following terms:

267.7.1. From July 2023 payment of expenses associated with overnight stays will be by way of reimbursement upon production of receipt/s by an Employee. Before July 2023 FRV will create an appropriate process to ensure out of pocket expense for accommodation only occurs in exceptional circumstances. For example, purchase orders and/or preferred supplier arrangements. Where meals are taken outside an accommodation provider's premises employees will be reimbursed by production of receipts. To allow for the implementation of faster process for processing claims this process will be introduced in July 2023, for the financial year 23/24.

267.7.2. Incidental expenses will continue to be paid as an allowance, with no requirement for receipts.

**268. FRV GYM FACILITIES**

268.1. FSOs may access existing FRV gym facilities where practical.

**269. REIMBURSEMENTS**

269.1. Telephone Rental Reimbursement.

269.1.1. Where an employee is not provided with a mobile phone and internet access by FRV, and the employee is required to use their home telephone and/or internet service for work purposes, the employee 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 FRV. Where an employee has telephone rental/internet access as part of a bundle package or VOIP system the total amount will be paid.

**270. HOURS OF WORK**

270.1. Employees shall work hours in accordance with this clause.

270.2. 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.

270.3. Save as in relation to an application made under s 65 of the Act and in respect of clause 56 Rights under NES, FRV 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 (agreement is required for each employee).

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

270.4.1. Full-time employees shall work an average of 38 hours per week worked over five days Monday to Friday between the hours of 0800 hours and 1800 with actual hours as agreed between the employee and their supervisor; and

270.4.2. On the basis of a 28 day work cycle under which an employee is entitled to two days off work in each work cycle without loss of pay, at such time as determined by the employee and their supervisor.

270.4.3. An employee is entitled to be paid for any additional hours worked at overtime rates.

270.4.4. Where part-time employment is agreed, part-time employees will:

270.4.4.1. work and be rostered on hours negotiated and agreed in writing between FRV and the employee and (save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights under NES) 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

270.4.4.2. be paid for any additional hours worked at overtime rates; or

270.4.4.3. work in accordance with clause 56 Rights under NES and where any reference to 42 hours in clause 56 shall be read as 38 hours.

270.5. For the avoidance of doubt, employees covered by this Division are able to access the part-time rostering arrangements in accordance with this clause and clause 56 - Rights under NES.

## **271. OVERTIME RATES**

271.1. Unless specified elsewhere, overtime rates for this part of the Agreement are at least:

271.1.1. Time and one-half (1.5) for the first three hours and double time (2) thereafter, for all overtime worked Monday to Saturday.

271.1.2. 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.

271.1.3. All work performed on a Sunday will be paid for at the rate of double time.

271.1.4. At the election of the employee time off equivalent to the period of overtime worked may be taken in lieu of receiving overtime rates.

271.2. In the event of overtime worked in response to the authorised activation of a call out requiring either immediate response and/or attendance at a workplace, an employee will be entitled to a minimum payment of three hours at the applicable rate).

## **272. TIME IN LIEU PROVISIONS**

272.1. Accrual of time in lieu is to be managed by the Employee and the Employee's line manager to ensure that accrued time is taken, where possible and practicable, within 28 days of accrual and is not to accrue past 38 hours in a 28 day period.

272.2. In the event that the limit of 38 hours accrued time-in-lieu is exceeded, the time in excess of 38 hours will be paid out at the applicable overtime rate provided under clause 271 unless otherwise agreed between FRV and the Employee.

272.3. Time in Lieu accrues equivalent to the overtime rate that would have applied paid for the additional hours worked.

## **273. BREAKS**

273.1. Employees are entitled to an unpaid 30 minute meal break to be taken between the hours of 1200 and 1400 hours.

273.2. Employees are entitled to paid morning and afternoon tea breaks of ten minutes each.

273.3. An employee who is disrupted from their meal break, and is required to perform work, shall be paid at double time rates for the duration of the unpaid meal break.

## **274. ANNUAL LEAVE**

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

274.2. 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).

274.3. The rate payable to employees shall be as prescribed by clause 265 and, where applicable, clause 267.

274.4. 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 sub-clause 274.3 for any portion of such leave not taken at the date of their resignation or termination.

274.5. 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 sub-clause 274.3 received by them during such period.

274.6. 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.

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

274.8. 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 Fire Rescue Commissioner or their delegate.

274.9. 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.

274.10. 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:

274.10.1. 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

274.10.2. 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.

## **275. HIGHER DUTIES**

275.1. An FSO employee required to perform the duties of a FSC will be paid higher duties at the rate applicable to a Level 1 FSC for the whole period of performing such duties.

275.2. An FSO that performs this duty will remain to receive & be paid their 2% FSO qualification allowance for the higher duties period.

## **276. VEHICLES**

276.1. FRV and UFU agree to establish a Working Party in accordance with Clause 18 – Consultation. The purpose of this Working Party will be to discuss sufficient access to pool vehicles for FSOs.

## **277. SPECIFIC UNIFORM AND EQUIPMENT**

277.1. FRV shall supply each Employee and be responsible for the cost of replacing, repairing and / or cleaning the articles of clothing, tools and / or equipment that must be worn and / or used by the employee.

277.2. FRV shall reimburse each Employee for the cost of the purchasing, replacing, repairing and / or cleaning the articles of clothing and / or equipment that the UFU and FRV 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 FRV.

277.3. 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.

277.4. The parties acknowledge that the occupation of FSO and FSC is a hazardous and dangerous occupation where Employees can be deployed into known and unknown hazardous situations to perform their role.

277.5. In this context, the parties have prioritised the health and safety of the Employee covered by this Division by agreeing on the following clause.

277.6. FRV and UFU must agree on all aspects of the:

277.6.1. articles of clothing;

277.6.2. equipment, including personal protective equipment;

277.6.3. technology; and

277.6.4. station wear.

to be used or worn by Employees. 'All aspects' includes, without limitation, design and specifications. This applies to new and replacement items.

277.7. FRV will provide all Employees with station wear and uniform as agreed in accordance with Clause 18 - Consultation.

277.8. Name tags are to include the name of the employee and either “Fire Safety Officer” or “Fire Safety Coordinator” as applicable. Epaulettes are to state “Fire Safety Officer” or “Fire Safety Coordinator” as applicable.

277.9. FSO’s who are appointed to act in filling the role of a Fire Safety Coordinator are to be provided with name tags & epaulettes of Fire Safety Coordinator prior to filling this role & these must be worn during any period of being appointed to Fire Safety Coordinator role.

277.10. FRV will provide Employees with wildfire PPC. The agreed list of Wildfire PPC is as follows:

Item	Specification	Allocation
Gloves		2 pairs
GP Boots		1 pair
Wildfire Coat		1
Helmets		1
Goggles		1

277.11. FRV will provide all Employees with the appropriate tools and equipment for the role to be undertaken in an efficient and safe manner and are to meet the minimum O.H.& S. requirements & Australian Standards for safety & compliance. The agreed list of equipment to be provided to all Employees is as follows:

Gear Bag	Budge Key	Compass
Hard Hat with FRV branding	Telescopic magnetic tool	Combination Spanner
Earmuffs	Sunglasses	Water bottle
Torch	P2 Masks	Mobile Phone
Gloves	Sunscreen	Laptop Computer
Measuring Tape	FRV Identification Card & Badge Wallet	Dual PC Monitors (min 24”)
Lockwood 003 Key	Rangefinder	Docking Station



Raincoat (Hi Vis) with FRV branding	GPS capability in vehicles	Blubeam Revu (Software)
Orange cotton Hi Vis Vest with FRV branding	Google Earth Pro Software	
Cold weather PPC	Snake protection PPC	

277.12. Changes to Station wear, uniform and PPC&E will be by agreement only and will be determined via clause 18 - Consultation of this Agreement.

277.13. FRV agree to conduct an audit of the adequacy and timeliness of its provision and distribution of uniforms, station wear and PPC to Employees. The outcome of the audit to be reported to and considered by the consultative committee referred to in clause 18 - Consultation.

277.14. Further to the above, FRV 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.

**278. USUAL PLACE OF WORK**

278.1. The usual place (or places) of work for Employees covered by this Agreement will be provided in writing to the Employee by the Employee’s line manager and is defined as:

278.2. The worksite where the Employee is primarily based, being the location to which the Employee routinely reports and at which the Employee is provided with dedicated FRV facilities and equipment to conduct their business; or

278.3. The worksite where the Employee spends the majority of their time, as agreed with their line manager.

278.4. When considering the most appropriate definition under clause 278, priority should be given to the primary worksite option provided by clause 278.2 unless the time spent at another worksite is significantly greater than the time spent at the worksite where the Employee is primarily based.

278.5. Where the Employee works over a range of worksites:

278.5.1. The addition and/or removal of worksites from the Employee’s area of responsibility will not result in a change to the Usual Place of Work; and

278.5.2. The impacts and work practices of such a change, and the Employee's response with regard to this, have been discussed and agreed with the Employee's line manager.

278.6. For the avoidance of doubt, the Usual Place of Work for Employees previously with CFA, will be the accepted place of work prior to commencement of this Agreement unless otherwise agreed in accordance with Clause 18 – Consultation and without having to seek an application process to be approved by other levels of FRV management.

278.7. All Employees under this Division are entitled to make a request under s 65 of the Fair Work Act and to have that request considered in accordance with that section and clause 56 – Rights Under NES.

## **279. PERMANENT RELOCATION OF USUAL PLACE OF WORK**

279.1. Where FRV requires an Employee to change their usual place of work, the Employee will be advised at the earliest opportunity but will be given no less than two weeks' notice of a requirement to change their usual place of work.

279.2. Subject to the following clauses, an Employee who is required by FRV to travel to a new work location on a permanent basis, due to relocation of the Employee's usual place of work, redeployment or organisational restructure, and where the Employee is required to travel additional time or distance as a result, the Employee will be paid a once only allowance, as provided by this clause, in compensation for all disturbance factors arising from transfer or redeployment not otherwise provided for in this Agreement.

279.3. The allowance will not be paid where:

279.3.1. The additional distance travelled by the most direct route between the Employee's place of residence and the Employee's new workplace is 20 kilometres or less each way per day; or

279.3.2. The employee has applied for and been successful in obtaining a new role that results in a change of workplace.

279.4. A once only allowance in accordance with clause 279.2 for the first 30 minutes of additional travel time in each direction per day or an additional 30 kilometres by the most direct route between the Employee's place of residence and the Employee's new workplace in each direction per day distance; and

279.5. A further equivalent allowance in accordance with clause 279.2 for each additional 30 minutes or 30 kilometres by the most direct route between place of residence and new workplace per day each way per day.

## 280. TEMPORARY LONG TERM RELOCATION OF USUAL PLACE OF WORK

280.1. Where FRV requires an Employee to change their usual place of work for a period of 3 months or more the Employee is entitled to apply for the allowance detailed at clause 279.2.

## 281. INCIDENT MANAGEMENT SUPPORT

### 281.1. Incident Management Support

281.1.1. Emergency service agencies routinely work together in responding to and resolving incidents. The parties acknowledge the active participation of many employees covered by this Division in the provision of support (**Incident Management Support**). This participation provides valuable support to FRV's ability to respond to an increasing variety of operational events.

281.1.2. It is agreed that:

281.1.2.1. The involvement of employees covered by this Division in Incident Management Support is not to be in substitution for the continued participation of Staff covered by Divisions 2 and 3 of this Agreement (professional career firefighters).

281.1.2.2. For the avoidance of doubt, Incident Management Support roles performed by employees covered by this Division will be support roles only. Roles which are currently, or which can be, performed by operational firefighters will continue to be performed by operational firefighters. Employees covered under this Division will only provide support to operational firefighters in those roles. Nothing in this clause is intended to provide for employees covered by this Division to perform roles or fill positions that are currently performed or held by operational firefighters.

281.1.2.3. Employees covered under this Division will not perform:

- (i) the roles of Incident Controller or Deputy Incident Controller as identified in the AIIMS manual;
- (ii) the roles of Operations Officer or Deputy Operations Officer as identified in the AIIMS manual or any other role or position within the Operations function as identified by the AIIMS manual;

- (iii) The role of Safety Officer as identified in the AIIMS manual;
- (iv) The roles of Intelligence Officer or Deputy Intelligence Officer as identified in the AIIMS manual or the roles or positions of Modelling & Predictions and Technical Advice (save for where Technical Advice role is related to the employee's substantive role) as identified by the AIIMS manual;
- (v) The roles of Investigation Officer or Deputy Investigation Officer or any other role or position within the Investigation function as defined by the AIIMS manual; or
- (vi) The roles of Planning Officer and Deputy Planning Officer as identified in the AIIMS manual or the role of Plans within the Planning Function as identified by the AIIMS manual. For the avoidance of doubt, reference to role of Plans in this paragraph relates to the planning of incident response and not to Communications Planning or other roles under the Planning function as identified in the AIIMS manual.

281.1.3. The level of time commitment an Employee undertakes to provide Incident Management Support is to be mutually agreed between the Employee and FRV. This includes both home and away deployments.

281.1.4. For clarification, these provisions will apply when an Employee is performing, or is rostered or required to be available to perform, emergency related work as distinct from their ordinary duties and as directed by the designated Duty Officer.

281.1.5. The Incident Management Support provisions of this clause cease to apply when, as determined by the Employer, Incident Management Support work becomes of a routine nature and is integrated with normal daily operations.

## 281.2. Definitions

281.2.1. "AIIMS manual" means the Australasian Inter-Service Incident Management System as recorded in the Australasian Fire and Emergency Service Authorities Council, titled "The Australasian Inter-Service Incident Management System" dated 2017.

281.2.2. “Roster” means a defined timetable that shows the days and times an Employee is required to work or be available to perform Incident Management Support roles.

### 281.3. Ordinary Hours of Work

Time spent in the performance of Incident Management Support roles will be treated in accord with the definition of ordinary hours of work shown at clause 24

### 281.4. Availability Allowance

281.4.1. An Employee, other than a Casual Employee, who agrees to be placed on an Availability Roster so that they are available for Incident Management Support shall receive an availability allowance of 5 per cent of their substantive weekly rate of pay to be counted for all purposes during the period of payment.

281.4.2. To be eligible for payment, employees on the Availability Roster are required to be available to undertake Incident Management Support duties during the period/s for which the employee is rostered to be available.

281.4.3. Employees shall receive the availability allowance for the duration of the entire roster.

### 281.5. Standby Allowance

281.5.1. An Employee who is not on an availability roster pursuant to clause 281.4 of this Division and who is required to remain available for an immediate recall to work will be entitled to a standby allowance payment of \$20.15 for each hour they are on standby.

281.5.2. Standby is to be treated as the exception and is intended for employees who are not part of an Availability Roster.

281.5.3. An employee on standby will be available at either his/her home or at such other place as is mutually agreed with the Employer, with the exception of the normal work location. Standby is not payable whilst an employee is performing their usual duties. If an employee is required to be placed on standby at their normal work location, and at the conclusion of their ordinary hours of work, then overtime rates will be paid.

281.5.4. An employee who receives the availability allowance under clause 281.4 of the Division is not eligible to receive the standby

allowance and vice versa. Employees who are part of the Availability Roster but are not rostered to be available at a specific time may also be placed on standby due to exceptional operational requirements. As employees cannot receive both allowances, the standby allowance is substituted for the 5 per cent allowance on an hour for hour basis.

281.5.5. Where an employee is required to remain available during normal working hours this allowance is not payable.

#### 281.6. Role Classification

281.6.1. Subject to sub-clauses 281.1.1 and 281.1.2, Employees can perform any Incident Management Support role identified in the AIIMS manual subject to the possession of competencies, endorsements and/or accreditation for that role.

281.6.2. Employees will work to the role statement for the role as determined by FRV.

281.6.3. Employees will be paid according to the classification level under this Division determined for the role or the classification level for the employee's substantive role, whichever is the greater when an employee is either:

281.6.3.1. Positioned to undertake and perform a particular Incident Management Support role (including readiness arrangements in accord with the appropriate Joint Standard Operating Procedure) or

281.6.3.2. Participating in training and development of others associated with an Incident Management Support role.

281.6.4. The classification attached to an Incident Management Support role, new or existing, will be determined by FRV, by reference to the AIIMS manual.

#### 281.7. Qualification and Responsibility Allowance

281.7.1. Employees who continue to maintain an acquired level of skill, recognised by FRV, will receive the fixed sum allowance as detailed in clause 281.8.1. This allowance also reflects the level of responsibility attached to the Incident Management Support role and is payable for all purposes.

281.7.2. Payment of the allowance to each employee shall be reviewed by the 30th September of each year. The allowance will cease to be payable where an employee has:

281.7.2.1. Not maintained their skill or currency for a particular role, by not participating in skills maintenance, pre-season briefings or functional updates; or

281.7.2.2. No longer holds a current endorsement or accreditation; or

281.7.2.3. Not complied with the requirements of the role; or

281.7.2.4. Is no longer placed on an Incident Management Support roster or registered to perform Incident Management Support roles on an ad-hoc basis to a particular role; or

281.7.2.5. Declined to undertake the role for which they are qualified when directed; or

281.7.2.6. Failed to meet the eligibility criteria.

281.7.3. An employee will receive the level of allowance commensurate with the highest classification they are eligible to undertake but will not receive multiple allowances.

281.7.4. Clause 281.8.1 outlines the allowance level and the associated eligibility requirements. Additional roles may be included annually at the discretion of the Fire Rescue Commissioner or his or her delegate.

281.7.5. FRV will provide opportunities for all Employees to undertake Incident Management Support training courses to maintain and extend effective statewide capability. Any such identified opportunities are to be included in the Personal Development Plan section of the Employee's Performance Plan.

## 281.8. Role Classification and Allowance Payments

281.8.1. The following table sets out the role classification and allowance payments as described in clause 281.7.

For the purposes of this clause, the following definitions apply:

Functional Unit Leader – A position that reports to the Incident Controller that has the responsibility of a complete function with one or more unit leaders reporting to it.

Unit Leader – A position that reports directly to the Incident Controller or a Functional Unit Leader with responsibility for a single unit. Unit leaders may operate autonomously or have one or more unit members reporting to it.

Unit Member – A position that reports to a Unit Leader undertaking responsibilities of a discrete role. Unit Members do not have members reporting to them.

Band	Role Classification	Qualification
Band 3	Paypoint 6.1 / substantive rate	\$4681. P.A.
Band 2	Paypoint 4.1 / substantive rate	\$3278. P.A.
Band 1	Paypoint 2.1 / substantive rate	\$2215. P.A.

**Band 3**

Functional Unit Leader

Public Information Officer; Logistics Officer as identified in the AIIMS manual.

Where established as part of the AIIMS structure as a section in their own right reporting to an Incident Controller: Finance Officer as identified in the AIIMS manual.

**Band 2**

Unit Leader

Resources; Situation and analysis; Mapping; Communications Planning; Interstate International Liaison Unit; Management Support; Information and Warnings; Media; Community Liaison; Supply; Communications Support; Facilities; Ground Support; Financial Monitoring; Medical Services; Catering; Technical Advice (where related to the employee’s substantive role), Accounts, Compensation and Insurance, Base Camp technical unit leaders, including Regional Executive Officer.

**Band 1**

Unit Member

All Unit Members and management support positions or other roles that may be required that are not specified within the Australasian Inter-Service Incident Management System structure to meet an incident needs.

**281.9. Hours of Work**

281.9.1. The span of hours for Incident Management Support is 0700 – 1900 hours Monday to Friday.

281.9.2. As far as is possible an Employee will not work for more than 14 consecutive hours in any day (unpaid breaks are not included for the purposes of calculating the 14 consecutive hours). For the purposes of this sub-clause, duty performed prior to commencing an Incident Management Support role will form part of an employee’s aggregate hours of work.

281.9.3. Although it is recognised that in the first 24 hours of an incident, it may not be possible to meet all of the above parameters, deviation must only be considered in extreme circumstances.

281.9.4. In all circumstances a minimum of 10 hours rest break shall apply between finishing on one day and recommencing duty the following day. The break between shifts has been specified to address health and



safety hazards associated with working extended hours; they are not discretionary.

281.9.5. In any 21-day period, no Employee shall be rostered to be available for more than 14 days.

#### 281.10. Overtime

281.10.1. Clause 271 – Overtime shall apply to the performance of Incident Management Support roles by employees covered by this Division.

#### 281.11. Breaks

281.11.1. Employees are entitled to a paid meal break.

281.11.2. Subject to operational requirements meal breaks will be taken at regular times no later than five hours after commencing duty.

281.11.3. Where appropriate and at mutually agreed times an employee is entitled to a ten-minute break for every two hours worked.

#### 281.12. Rest Period

281.12.1. For any shift up to 14 hours in length an Employee will receive a minimum rest period of at least 10 continuous hours between successive work periods.

281.12.2. Despite clause 281.12.1, in critical emergency circumstances an Employee must not commence a new work period without having had 8 continuous hours off duty unless directed by the Employer.

281.12.3. If an Employee is directed by the Employer and a rest period has been of fewer than 8 continuous hours in duration before the next work period has commenced, the Employee will be paid at the rate of double time for the whole of that successive work period, until he/she is released from duty at the conclusion of that work period.

281.12.4. For any shift between 16 and 24 hours in length a minimum rest period of 12 continuous hours is required between successive work periods.

281.12.5. For any shift exceeding 24 hours in length a minimum rest period of 22 continuous hours is required between successive work periods. The following shift cannot commence before 0700 hours the next day. This is to allow one full night of sleep.

281.12.6. Where the emergency arrangements require an Employee to have a rest period which exceeds 16 hours, the Employee will not be penalised and will be paid for a minimum of 38 ordinary hours for each Monday to Friday work period, even where the Employee, because of these requirements, has been scheduled to work less than 38 ordinary hours in any Monday to Friday work period.

281.12.7. Emergency arrangements will be, as far as possible, organised such that rest breaks greater than 16 hours between shifts do not occur more than once in any Monday to Friday period.

#### 281.13. Travelling Time

All time spent by an Employee in proceeding to and from a bushfire or other emergency at the direction of the Employer will be regarded as time worked. Payment will commence from, and cease at, the Employee's normal work location.

#### 281.14. Resumption of normal duties

281.14.1. An Employee must not commence normal duty without having had 10 continuous hours off duty unless directed by the Employer.

281.14.2. Each Employee who has been engaged on Incident Management Support duties will be entitled upon the cessation of such work, and prior to the resumption of normal duties, to a clear break of 10 hours without loss of pay for recognised working time occurring during such break.

281.14.3. Provided that an Employee who has been accommodated for at least 3 nights will be entitled to a clear break of 12 hours.

281.14.4. Provided further that this provision will not apply with respect to any Incident Management Support duties commenced and completed between the hours of 7.00 a.m. and 7.00 p.m. on the same day.

281.14.5. Prior to returning to normal duties after working for 1 or more consecutive nights, a minimum rest period of 1 full day is required.

#### 281.15. Rest periods for 'away' deployments between Incident Management Support duties

For the purposes of this clause, an "away" deployment means attendance at a work location which requires travel and accommodation away from home.

281.15.1. A rest period of 2 full days (a minimum of 48 hours) is required between deployments comprising 7 consecutive days (including travel time) or 4 consecutive nights (plus 2 days travel time).

281.15.2. Prior to returning to normal duties, where there has been a combination of normal duties and fire duties of: 7 consecutive days or more, but less than 10 days – a rest period of 1 full day (24 hours) is required as a minimum; or 10 consecutive days or more – a rest period of 2 full days (48 hours) is required as a minimum.

281.15.3. Where these days fall on a Saturday or a Sunday no additional payment will be made, nor will additional time off be provided.

281.15.4. Where these days fall on a Monday to Friday inclusive (excluding Public Holidays), the Employee will receive payment for these days.

281.15.5. Where these days fall on a Public Holiday, the Employee will not receive additional time off but will receive a normal day's pay for the Public Holiday.

281.15.6. Where an Employee travels for 2 hours or less from the incident management location to their normal work location at the conclusion of a tour of duty, the day of travel will be considered a day's break in accordance with clause 281.15.2 above.

281.16. Arrangements for the reimbursement of allowances will apply during emergency related work.

**EXECUTED AS AN ENTERPRISE AGREEMENT**

**SIGNED on behalf and with the authority of the FIRE RESCUE VICTORIA 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:

# **SCHEDULES DIVISION 1 – COMMON**

## SCHEDULE 1 - MINIMUM STAFFING CHART

**Div 2 NOTE 1.** The minimum number of FRV COMMANDERS to be on duty shall be 8. At all times, a minimum number of FRV substantive Commanders to be on duty shall be 5.

**Div 2 NOTE 2.** The minimum number of SENIOR STATION OFFICERS to be on duty shall be 8 (FS1, FS7, FS22, FS25, FS35, FS38, FS44 and FS59).

**Div 2 NOTE 3.** The minimum number of substantive STATION OFFICERS at the designated stations and to be on duty shall be 9 (FS1x2, FS7, FS22, FS25, FS35, FS38, FS44 and FS59).

**Div 2 NOTE 4.** Other stations designated as Senior Station Officer Stations shall have, as a minimum, a substantive Station Officer on duty and on shift acting as the Senior Station Officer.

**Div 2 NOTE 5.** FS1 shall also have a substantive Division 2 Station Officer designated as the works officer on duty and on shift.

**Div 3 NOTE 1:** Station 62 (Corio), Station 63 (Geelong City), Station 67 (Ballarat City), Station 73 (Bendigo), Station 87 (Dandenong), Station 91 (Frankston), Station 70 (Warrnambool), Station 75 (Shepparton) and any other Station that is designated as SSO through the term of the agreement, must maintain a substantive SSO on shift at all times.

**Div 3 NOTE 2:** To avoid confusion the minimum staffing of specialist appliance/s will be maintained at the incident scene.

**Div 3 NOTE 3:** The ratio in accordance with clause 193 – Necessary Minimum Staffing applies.

**Div 3 NOTE 4:** All Aerial Pumpers and Telebooms will maintain a minimum crewing of 1 x SO, 1 x LFF, 1 x FF2+, 1 x FF1+ with two (2) as endorsed driver/operators, excluding the SO.

**Div 3 NOTE 5:** All Ladder Pumpers/CARP (Combined Aerial Rescue Platform) will maintain a minimum crewing of 1 x SO, 1 x LFF, 2 x FF2+ with three (3) as endorsed driver/operators, excluding the SO.

**Div 3 NOTE 6:** Station 61 (Lara), Station 68 (Lucas), Station 75 (Shepparton) and Station 88 (Hallam) shall respond the Heavy Pumper and crew to support the Heavy Hazmat to all hazmat events, for safe systems of work.

**Div 3 NOTE 7:** Station 70 (Warrnambool) & Station 74 (Wangaratta) shall respond the Heavy Pumper and crew to support the Technical Rescue POD and Transporter, to all technical rescue events, for safe systems of work.

The location of any new station within a FRV District or Region is set out in Schedule 1. Any alteration or modification to the location of a new station within a FRV District or Region shall be by agreement between UFU and FRV in accordance with Clause 18 - Consultation.

The location of any new or specialised appliances within a FRV District or Region is set out in Schedule 1. Any alteration to the location of a new or specialised appliance within a FRV District or Region shall be by agreement between UFU and FRV in accordance with Clause 18 - Consultation.

COMMON STAFFING CHART - CENTRAL DISTRICT - 2022												
F5 No/Station		1 Eastern Hill	2 West Melbourne	3 Carlton	4 Brunswick	10 Richmond	13 Northcote	18 hawthorn	35 Windsor	38 South Melbourne	39 Port Melbourne	50 Moonee Ponds
Cmdr 10/14 Operations		1										
Pumper A	SSO		1	1	1	1			1	1		1
	SO						1	1			1	1
	LFF											
	FF2+	2	2	2	2	2	2	2	2	2	2	2
Pumper B	FF1	1	1	1	1	1	1	1	1	1	1	1
	SSO											
	SO	1	1						1	1	1	
	LFF											
Pumper Tanker	FF2+	2	2						2	2	2	
	FF1	1	1						1	1	1	
	SSO											
	SO											
Ultra Large Pumper	LFF											
	FF2+	2										
	FF1	1										
	SSO											
Aerial Pumper / Teleboom	SO	1				1						
	LFF											
	FF2+					2						
	FF1					1						
Rescue	SO			1								
	LFF											
	FF2+			1								
Ladder Platform	LFF	1							1			
	FF	1							1			
Hazmat	SO											
	LFF											
	FF2+											
Technical Specialist Rescue	LFF											
	FF2+											
	SO											
Marine	LFF											
	FF											
Breathing Apparatus Van	SO									1		
	LFF											
	FF									2		
Decontamination (HAZMAT) Unit	SO									1		
	LFF											
	FF									1		
Breathing Apparatus Support	LFF											
	FF									1		
Transporter	LFF					2						
	FF					2						
Control Unit	LFF	2										
District Car	FF	1										
Works Officer	SO	1										
Watchroom	FF	1										
Rehabilitation Unit	FF	1										
Sub Totals		19	8	6	4	12	4	4	10	14	8	4
Minimum crewing per District		99 + 1 Shift Commander										
Minimum crewing per shift	Cmdr	1										
	SSO	1	1	1	1	1			1	1		
	SO	3	1	1		1	1	1	1	3	2	1
	LFF	3				2			1			
	FF2+	6	4	3	2	4	2	2	5	4	4	2
Total Minimum Crewing per shift	FF1	5	2	1	1	4	1	1	2	5	2	1
		15	8	6	4	12	4	4	10	14	8	4
Relievers - District Based Relievers (DBR) and Station Based Relievers(SBR)	Cmdr											
	SBR SSO											
	SBR SO											
	SBR LFF											
	SBR FF											
Total Relievers	DBR SO											
	DBR LFF											
Total minimum crewing on one shift across district		94										
FSCC		3										
Total minimum crewing on one shift across state		97										
Note: FSCC rostered per shift at locations agreed between FRV and UFLU												

COMMON STAFFING CHART - WESTERN DISTRICT 1 - 2022									
FS No/Station		40 Laverton	42 Newport	45 Brooklyn	46 Altona	47 Footscray	59 Derrimut	57 Tarnet	58 Point Cook
Cmdr 10/14 Operations				1					
Pumper A	SSO		1			1	1		
	SO	1		1	1			1	1
	LFF							1	1
	FF2+	2	2	2	2	2	2	1	1
	FF1	1	1	1	1	1	1	1	1
Pumper B	SSO						1		
	SO								
	LFF								
	FF2+						2		
	FF1						1		
Pumper Tanker	SSO								
	SO								
	LFF								
	FF2+								
	FF1								
Ultra Large Pumper	SSO								
	SO		1						
	LFF								
	FF2+		2						
	FF1								
Aerial Pumper / Teleboom	SSO								
	SO								
	LFF								
	FF2+								
	FF1								
Rescue	SO								
	LFF								
	FF2+								
Ladder Platform	LFF					1			
	FF					1			
Hazmat	SO								
	LFF								
	FF2+								
Technical Specialist Rescue	LFF								
	FF2+								
Marine	SO								
	LFF								
	FF								
Breathing Apparatus Van	SO								
	LFF								
Breathing Apparatus Support	LFF								
	FF								
Transporter	LFF					1			
	FF					1			
Control Unit	LFF								
District Car	FF								
Works Officer	SO								
Watchroom	FF								
Rehabilitation Unit	FF								
FSCC									
Sub Total		4	7	4	4	8	8	4	4
Minimum crewing per District		43 + 1 Shift Commander							
Minimum crewing per shift	Cmdr			1					
	SSO		1			1	1		
	SO	1	1	1	1		1	1	1
	LFF					2		1	1
	FF2+	2	4	2	2	4	4	1	1
Total Minimum Crewing per shift	FF1	1	1	1	1	1	2	1	1
		4	7	4	4	8	8	4	4
Relievers - District Based Relievers (DBR) and Station Based Relievers(SBR)	Cmdr								
	SBR SSO								
	SBR SO							1	1
	SBR LFF							1	1
	SBR FF							2	2
	DBR SO								1
Total Relievers	DBR LFF							4	
								8	5
Total minimum crewing on one shift across district		44							
Total minimum crewing on one shift across state		530							



COMMON STAFFING CHART - WESTERN DISTRICT 2 - 2022											
FS No/Station		41 St Albans	43 Deer Park	44 Sunshine	48 Taylors Lakes	51 Keilor (East)	52 Tullamarine	53 Sunbury	54 Greenvale	55 Caroline Springs	56 Melton
Cmdr 10/14 Operations	SSO			1		1					
Pumper A	SO	1	1		1		1	1	1	1	1
	LFF							1	1	1	1
	FF2+	2	2	2	2	2	2	1	1	1	1
	FF1	1	1	1	1	1	1	1	1	1	1
	SSO										
Pumper B	SO					1					
	LFF										
	FF2+					2					
	FF1					1					
	SSO										
Pumper Tanker	SO										
	LFF										
	FF2+										
	FF1										
	SSO										
Ultra Large Pumper	SO										
	LFF										
	FF2+										
	FF1										
	SSO										
Aerial Pumper / Teleboom	SO			1							
	LFF										
	FF2+			2							
	FF1			1							
	SO			1							
Rescue	LFF										1
	FF2+			1							1
	FF1										
Ladder Platform	LFF										
	FF										
Hazmat	SO										
	LFF										
	FF2+										
Technical Specialist Rescue	LFF										
	FF2+										
Marine	SO										
	LFF										
	FF										
Breathing Apparatus Van	SO										
	LFF										
Breathing Apparatus Support	FF										
	LFF										
Transporter	LFF										
Control Unit	FF										
District Car	FF										
Works Officer	SO										
Watchroom	FF										
Rehabilitation Unit	FF										
ESCC											
Sub Total		4	4	10	4	8	4	4	4	4	6
Minimum crewing per District		52 + 1 Shift Commander									
Minimum crewing per shift	Cmdr					1					
	SSO			1							
	SO	1	1	2	1	1	1	1	1	1	1
	LFF					1	1	1	1	1	2
	FF2+	2	2	5	2	4	2	1	1	1	2
	FF1	1	1	2	1	2	1	1	1	1	1
Total Minimum Crewing per shift		4	4	10	4	8	4	4	4	4	6
Relievers - District Based Relievers (DBR) and Station Based Relievers (SBR)	Cmdr										
	SBR SSO										
	SBR SO							1	1	1	1
	SBR LFF							1	1	1	2
	SBR FF							2	2	2	3
	DBR SO							4		1	
DBR LFF											
Total Relievers							8	4	5	6	
Total minimum crewing on one shift across district		53									
Total minimum crewing on one shift across state		530									

COMMON STAFFING CHART - WESTERN DISTRICT 3 2022							
FS No/Station		61 Lara	62 Corio	63 Geelong City	64 Belmont	66 Ocean Grove	65
Cmdr 10/14 Operations					1		
Pumper A	SSO		1	1			
	SO	1			1	1	
	LFF	1	1	1	1	1	
	FF2+	1	1	1	1	1	
	FF1	1	1	1	1	1	
Pumper B	SSO						
	SO			1			
	LFF			1			
	FF2+			1			
	FF1			1			
Pumper Tanker	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Ultra Large Pumper	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Aerial Pumper / Teleboom	SSO						
	SO		1				
	LFF		1				
	FF2+		1				
	FF1		1				
Rescue	SO						
	LFF			1			
	FF2+			1			
Ladder Platform	LFF			1			
	FF			1			
Hazmat	SO						
	LFF	1					
	FF2+	1					
Technical Specialist Rescue	LFF						
	FF2+						
Marine	SO						
	LFF						
	FF						
Breathing Apparatus Van	SO						
	LFF						
Breathing Apparatus Support	LFF						
	FF						
Transporter	LFF						
	FF						
Control Unit	LFF						
District Car	FF						
Works Officer	SO						
Watchroom	FF						
Rehabilitation Unit	FF						
FSCC							
Sub Total		6	8	12	4	4	
Minimum crewing per District		34 + 1 Shift Commander					
Minimum crewing per shift	Cmdr			1			
	SSO		1	1			
	SO	1	1	1	1	1	
	LFF	2	2	4	1	1	
	FF2+	2	2	4	1	1	
	FF1	1	2	2	1	1	
Total Minimum Crewing per shift		6	8	12	4	4	
Relievers - District Based Relievers (DBR) and Station Based Relievers(SBR)	Cmdr				1		
	SBR SSO		2	1			
	SBR SO	1	2	3	1	1	
	SBR LFF	2			1	1	
	SBR FF	3	4	9	2	2	
	DBR SO					4	
	DBR LFF		4				
Total Relievers		6	12	13	5		
Total minimum crewing on one shift across district		35					
Total minimum crewing on one shift across state		530					

COMMON STAFFING CHART - NORTHERN DISTRICT 2022													
FS No/Station		5 Broadmeadows	6 Pascoe vale	7 Thomastown	9 Somerton	11 Epping	12 Preston	14 Bundoora	15 Heidelberg	16 Greensborough	80 Craigieburn	81 South Morang	17
Cmdr 10/14 Operations				1					1				
Pumper A	SSO												
	SO	1					1	1			1	1	
	LFF										1	1	
	FF2+	2					2	2	2		1	1	
	FF1	1					1	1	1		1	1	
Pumper B	SSO												
	SO												
	LFF							1					
	FF2+							2					
	FF1							1					
Pumper Tanker	SSO			1									
	SO	1	1		1	1				1			
	LFF												
	FF2+	2	2	2	2	2				2			
	FF1	1	1	1	1	1				1			
Ultra Large Pumper	SSO												
	SO												
	LFF												
	FF2+												
	FF1												
Aerial Pumper / Teleboom	SSO												
	SO			1									
	LFF												
	FF2+			2									
	FF1			1									
Rescue	SO			1									
	LFF												
	FF2+			1									
Ladder Platform	LFF												
	FF												
Hazmat	SO												
	LFF												
	FF2+												
Technical Specialist Rescue	LFF												
	FF2+												
Marine	SO												
	LFF												
	FF												
Breathing Apparatus Van	SO												
	LFF												
Breathing Apparatus Support	LFF												
	FF												
Transporter	LFF												
	FF												
Control Unit	LFF												
District Car	FF												
Works Officer	SO												
Watchroom	FF												
Rehabilitation Unit	FF												
FSC													
Sub Total		8	4	10	4	4	4	8	4	4	4	4	
Minimum crewing per District		58 + 1 Shift Commander											
Minimum crewing per shift	Cmdr					1							
	SSO			1					1				
	SO	1	1	2	1	1	1	1		1	1	1	
	LFF	1							1		1	1	
	FF2+	5	2	5	2	2	2	4	2	2	1	1	
	FF1	1	1	2	1	1	1	2	1	1	1	1	
Total Minimum Crewing per shift		8	4	10	4	4	4	8	4	4	4	4	
Relievers - District Based Relievers (DBR) and Station Based Relievers(SBR)	Cmdr												
	SBR SSO												
	SBR SO										1	1	
	SBR LFF										1	1	
	SBR FF										2	2	
	DBR SO										1	1	
	DBR LFF												
Total Relievers											5	5	
Total minimum crewing on one shift across district		59											
Total minimum crewing on one shift across state		530											

COMMON STAFFING CHART - EASTERN DISTRICT 2022												
FS No/Station		19	20	22	23	26	27	28	30	82	84	85
Cmdr 10/14 Operations		Balwyn	Box Hill	Kingwood	Burwood	Croydon	Munawading	Vermont South	Templestowe	Eltham City	Warrandyte	Boronia
Pumper A	SSO		1									
	SO				1	1			1	1	1	1
	LFF									1	1	1
	FF2+		2		2	2			2	1	1	1
	FF1		1		1	1			1	1	1	1
Pumper B	SSO											
	SO											
	LFF											
	FF2+											
	FF1											
Pumper Tanker	SSO			1			1	1				
	SO	1							1			
	LFF					1			1			
	FF2+	2		2		2	2	2	2			
	FF1	1		1		1	1	1	1			
Ultra Large Pumper	SSO											
	SO											
	LFF											
	FF2+											
	FF1											
Aerial Pumper / Teleboom	SSO											
	SO			1								
	LFF											
	FF2+			2								
	FF1			1								
Rescue	SO						1					
	LFF											
	FF2+						1					
Ladder Platform	LFF											
	FF											
Hazmat	SO											
	LFF											
Technical Specialist Rescue	FF2+											
	LFF											
Marine	SO											
	LFF											
	FF											
Breathing Apparatus Van	SO											
	LFF											
	FF											
Breathing Apparatus Support	LFF											
	FF											
Transporter	LFF											
	FF											
Control Unit	LFF											
District Car	FF											
Works Officer	SO											
Watchroom	FF											
Rehabilitation Unit	FF											
FSCC												
Sub Total		4	4	8	4	8	6	4	8	4	4	4
Minimum crewing per District		58 = 1 Shift Commander										
Minimum crewing per shift	Cmdr						1					
	SSO		1	1								
	SO	1		1	1	1	2	1	1	1	1	1
	LFF					1			1	1	1	1
	FF2+	2	2	4	2	4	3	2	4	1	1	1
	FF1	1	1	2	1	2	1	1	2	1	1	1
Total Minimum Crewing per shift		4	4	8	4	8	6	4	8	4	4	4
Relievers – District Based Relievers (DBR) and Station Based Relievers(SBR)	Cmdr											
	SBR SSO											
	SBR SO									1	1	1
	SBR LFF									1	1	1
	SBR FF									2	2	2
	DBR SO									4		4
DBR LFF												
Total Relievers									8	4	6	
Total minimum crewing on one shift across district		59										
Total minimum crewing on one shift across state		530										

COMMON STAFFING CHART - SOUTHERN DISTRICT 1 2022										
FS No/Station		24 Glen Irls	25 Oakleigh	29 Clayton South	31 Glen Waverley	32 Ormond	33 Mentone	34 Highett	86 Rowville	89 Springvale
Cmdr 10/14 Operations			1							
Pumper A	SSO		1							
	SO	1			1	1			1	1
	LFF							1	1	1
	FF2+	2	2		2	2		2	1	1
	FF1	1	1		1	1		1	1	1
Pumper B	SSO									
	SO									
	LFF									
	FF2+									
	FF1									
Pumper Tanker	SSO							1		
	SO			1			1			
	LFF				1					
	FF2+			2	2		2	2		
	FF1			1	1		1	1		
Ultra Large Pumper	SSO									
	SO									
	LFF									
	FF2+									
	FF1									
Aerial Pumper / Teleboom	SSO									
	SO		1							
	LFF									
	FF2+		2							
	FF1		1							
Rescue	SO		1							
	LFF									
	FF2+		1							
Ladder Platform	LFF		1							
	FF		1							
Hazmat	SO									
	LFF									
	FF2+									
Technical Specialist Rescue	LFF									
	FF2+									
Marine	SO									
	LFF									
	FF									
Breathing Apparatus Van	SO									
	LFF									
	FF									
Breathing Apparatus Support	LFF									
	FF									
Transporter	LFF									
	FF									
Control Unit	LFF									
District Car	FF									
Works Officer	SO									
Watchroom	FF									
Rehabilitation Unit	FF									
FSCC										
Sub Total		4	12	4	8	4	4	8	4	4
Minimum crewing per District		52 + 1 shift Commander								
Minimum crewing per shift	Cmdr									
	SSO		1					1		
	SO	1	2	1	1	1	1		1	1
	LFF		1		1			1	1	1
	FF2+	2	5	2	4	2	2	4	1	1
	FF1	1	2	1	2	1	1	2	1	1
Total Minimum Crewing per shift		4	12	4	8	4	4	8	4	4
Relievers - District Based Relievers (DBR) and Station Based Relievers(SBR)	Cmdr									
	SBR SSO									
	SBR SO								1	1
	SBR LFF								1	1
	SBR FF								2	2
	DBR SO								4	
DBR LFF										
Total Relievers								8	4	0
Total minimum crewing on one shift across district		53								
Total minimum crewing on one shift across state		530								

COMMON STAFFING CHART - SOUTHERN DISTRICT 2 2022									
FS No/Station		87 Dandenong	88 Hallam	90 Patterson River	91 Frankston	92 Cranbourne	93 Pakenham	94 Mornington	95 Rosebud
Cmdr 10/14 Operations		1							
Pumper A	SSO	1			1				
	SO		1	1		1	1	1	1
	LFF	1	1	1	1	1	1	1	1
	FF2+	1	1	1	1	1	1	1	1
	FF1	1	1	1	1	1	1	1	1
Pumper B	SSO								
	SO	1							
	LFF	1							
	FF2+	1							
	FF1	1							
Pumper Tanker	SSO								
	SO								
	LFF								
	FF2+								
	FF1								
Ultra Large Pumper	SSO								
	SO								
	LFF								
	FF2+								
	FF1								
Aerial Pumper / Teleboom	SSO								
	SO				1				
	LFF				1				
	FF2+				1				
	FF1				1				
Rescue	SO								
	LFF	1							
	FF2+	1							
Ladder Platform	LFF	1							
	FF	1							
Hazmat	SO								
	LFF		1						
	FF2+		1						
Technical Specialist Rescue	LFF								
	FF2+								
Marine	SO								
	LFF								
	FF								
Breathing Apparatus Van	SO								
	LFF								
	FF								
Breathing Apparatus Support	LFF								
	FF								
Transporter	LFF								
	FF								
Control Unit	LFF								
District Car	FF								
Works Officer	SO								
Watchroom	FF								
Rehabilitation Unit	FF								
FSCC									
Sub Total		12	6	4	8	4	4	4	4
Minimum crewing per District		46+ 1 Shift Commander							
Minimum crewing per shift	Cmdr	1							
	SSO	1			1				
	SO	1	1	1	1	1	1	1	1
	LFF	4	2	1	2	1	1	1	1
	FF2+	4	2	1	2	1	1	1	1
	FF1	2	1	1	2	1	1	1	1
Total Minimum Crewing per shift		12	6	4	8	4	4	4	4
Relievers - District Based Relievers (DBR) and Station Based Relievers(SBR)	Cmdr	1							
	SBR SSO	1			1				
	SBR SO	3	1	1	1	1	1	1	1
	SBR LFF		2	1		1	1	1	1
	SBR FF	10	3	2	5	2	2	2	2
	DBR SO					4	4		1
	DBR LFF	4							
Total Relievers		19	6	4	7	8	8	4	4
Total minimum crewing on one shift across district		47							
Total minimum crewing on one shift across state		530							

COMMON STAFFING CHART - NORTH WEST REGIONAL DISTRICT 2022							
FS No/Station		67 Ballarat City	68 Lucas	70 Warrnambool	71 Portland	72 Mildura	73 Bendigo
<b>Cmdr 10/14 Operations:</b>							
Pumper A	SSO	1		1			1
	SO		1		1	1	
	LFF	1	1	1	1	1	1
	FF2+	1	1	1	1	1	1
	FF1	1	1	1	1	1	1
Pumper B	SSO						
	SO	1					1
	LFF	1					1
	FF2+	1					1
	FF1	1					1
Pumper Tanker	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Ultra Large Pumper	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Aerial Pumper / Teleboom	SSO						
	SO			1		1	
	LFF			1		1	
	FF2+			1		1	
	FF1			1		1	
Rescue	SO						
	LFF						
	FF2+						
Ladder Platform	LFF	1					1
	FF	1					1
Hazmat	SO						
	LFF		1				
	FF2+		1				
Technical Specialist Rescue	LFF			1			
	FF2+			1			
Marine	SO						
	LFF						
	FF						
Breathing Apparatus Van	SO						
	LFF						
Breathing Apparatus Support	FF						
	FF						
Transporter	LFF						
	FF						
Control Unit	LFF						
District Car	FF						
Works Officer	SO						
Watchroom	FF						
Rehabilitation Unit	FF						
FSCC							
Sub Total		10	6	10	4	8	10
Minimum crewing per District:				48			
Minimum crewing per shift	Cmdr						
	SSO	1		1			1
	SO	1	1	1	1	2	1
	LFF	3	2	3	1	2	3
	FF2+	3	2	3	1	2	3
	FF1	2	1	2	1	2	2
Total Minimum Crewing per shift		10	6	10	4	8	10
Relievers - District Based Relievers (DBR) and Station Based Relievers(SBR)	Cmdr						
	SBR SSO	1		1			1
	SBR SO	2	1	1	1	1	2
	SBR LFF		2	3	1	2	
	SBR FF	8	3	5	2	4	8
	DBR SO	1	2	3		3	1
DBR LFF			1		2	4	
Total Relievers		12	8	14	4	12	16
Total minimum crewing on one shift across district				48			
Total minimum crewing on one shift across state				530			

COMMON STAFFING CHART – SOUTH EAST REGIONAL DISTRICT 2022							
FS No/Station		74 Wangaratta	75 Shepparton	76 Wodonga	77 Traralgon	78 Morwell	79 Latrobe West
Cmdr 10/14 Operations							
Pumper A	SSO		1				
	SO	1		1	1	1	1
	LFF	1	1	1	1	1	1
	FF2+	1	1	1	1	1	1
	FF1	1	1	1	1	1	1
Pumper B	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Pumper Tanker	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Ultra Large Pumper	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Aerial Pumper / Teleboom	SSO						
	SO		1			1	
	LFF		1			1	
	FF2+		1			1	
	FF1		1			1	
Rescue	SO						
	LFF						
	FF2+						
Ladder Platform	LFF				1		
	FF				1		
Hazmat	SO						
	LFF		1				
	FF2+		1				
Technical Specialist Rescue	LFF	1					
	FF2+	1					
Marine	SO						
	LFF						
	FF						
Breathing Apparatus Van	SO						
	LFF						
	FF						
Breathing Apparatus Support	LFF						
	FF						
Transporter	LFF						
	FF						
Control Unit	LFF						
District Car	FF						
Works Officer	SO						
Watchroom	FF						
Rehabilitation Unit	FF						
FSCC							
Sub Total		6	10	4	6	8	4
Minimum crewing per District		38					
Minimum crewing per shift	Cmdr						
	SSO		1				
	SO	1	1	1	1	2	1
	LFF	2	3	1	2	2	1
	FF2+	2	3	1	2	2	1
	FF1	1	2	1	1	2	1
Total Minimum Crewing per shift		6	10	4	6	8	4
Relievers - District Based Relievers (DBR) and Station Based Relievers(SBR)	Cmdr						
	SBR SSO		1				
	SBR SO	1	1	1	1	2	1
	SBR LFF	2	4	1	2	2	1
	SBR FF	3	5	2	3	4	2
	DBR SO	4		1	1	1	2
DBR LFF						2	
Total Relievers		10	11	5	7	9	8
Total minimum crewing on one shift across district		38					
Total minimum crewing on one shift across state		530					



COMMON STAFFING CHART - CENTRAL DISTRICT - 2023												
FS No/Station		1 Eastern Hill	2 West Melbourne	3 Carlton	4 Brunswick	10 Richmond	13 Northcote	18 Hawthorn	35 Windsor	38 South Melbourne	39 Port Melbourne	50 Moonee Ponds
Cmdr 10/14 Operations		1										
Pumper A	SSO	1	1	1	1	1		1	1	1		1
	SO						1	1			1	1
	LFF											
	FF2+	2	2	2	2	2	2	2	2	2	2	2
	FF1	1	1	1	1	1	1	1	1	1	1	1
Pumper B	SSO											
	SO	1	1						1	1	1	
	LFF											
	FF2+	2	2						2	2	2	
Pumper Tanker	FF1	1	1						1	1	1	
	SSO											
	SO											
	LFF											
Ultra Large Pumper	FF2+											
	FF1											
	SSO											
	SO	1										
Aerial Pumper / Teleboom	LFF											
	FF2+											
	FF1											
	SSO					1						
Marine Unit	SO										1	
	LFF											
	FF2+										2	
	FF1										1	
Rescue	SO			1								
	LFF											
	FF2+			1								
Ladder Platform	LFF	1							1			
	FF	1							1			
Hazmat	SO											
	LFF											
	FF2+											
Technical Specialist Rescue	LFF											
	FF2+											
Breathing Apparatus Van	SO									1		
	LFF											
	FF									2		
Decontamination (HAZMAT) Unit	SO									1		
	LFF											
	FF									1		
Breathing Apparatus Support	LFF											
	FF									1		
Transporter	LFF					2						
	FF					2						
Control Unit	LFF	2										
District Car	FF	1										
Works Officer	SO	1										
Watchroom	FF	1										
Rehabilitation Unit	FF	1										
Sub Totals		20	8	6	4	12	4	4	10	14	12	4
Minimum crewing per District		98 + 1 Shift Commander										
Minimum crewing per shift	Cmdr	1										
	SSO	1	1	1	1	1	1	1	1	1	1	
	SO	3	1	1		1	1	1	1	3	3	1
	LFF	3				2			1			
	FF2+	7	4	3	2	4	2	2	5	6	6	2
FF1	6	2	1	1	4	1	1	2	4	3	1	
Total Minimum Crewing per shift		20	8	6	4	12	4	4	10	14	12	4
Relievers - District Based Relievers (DBR and Station Based Relievers)	Cmdr											
	SBR SSO											
	SBR SO											
	SBR LFF											
	SBR FF											
	DBR SO											
DBR LFF												
Total Relievers												
Total minimum crewing on one shift across district		99										
FSCC		3										
Total minimum crewing on one shift across state		555										

Note: FSCC rostered per shift at locations agreed between FRV and UFU

COMMON STAFFING CHART - WESTERN DISTRICT 1 - 2023									
FS No/Station		40 Laverton	42 Newport	45 Brooklyn	46 Altona	47 Footscray	49 Derrimut	57 Tarneit	58 Point Cook
Cmdr 10/14 Operations				1					
Pumper A	SSO		1			1	1		
	SO	1		1	1			1	1
	LFF							1	1
	FF2+	2	2	2	2	2	2	1	1
	FF1	1	1	1	1	1	1	1	1
Pumper B	SSO								
	SO								
	LFF								
	FF2+								
	FF1								
Pumper Tanker	SSO								
	SO						1		
	LFF								
	FF2+						2		
	FF1						1		
Ultra Large Pumper	SSO								
	SO		1						
	LFF								
	FF2+		2						
	FF1		1						
Aerial Pumper / Teleboom	SSO								
	SO								
	LFF								
	FF2+								
	FF1								
Rescue	SO								
	LFF								
	FF2+								
Ladder Platform	LFF					1			
	FF					1			
Hazmat	SO								
	LFF								
	FF2+								
Technical Specialist Rescue	LFF								
	FF2+								
Marine	SO								
	LFF								
	FF								
Breathing Apparatus Van	SO								
	LFF								
Breathing Apparatus Support	LFF								
	FF								
Transporter	LFF					1			
	FF					1			
Control Unit	LFF								
District Car	FF								
Works Officer	SO								
Watchrooms	FF								
Rehabilitation Unit	FF								
FSCC									
Sub Total		4	8	4	4	8	8	4	4
Minimum crewing per District		44 + 1 Shift Commander							
Minimum crewing per shift	Cmdr					1			
	SSO		1			1	1		
	SO	1	1	1	1		1	1	1
	LFF					2		1	1
	FF2+	2	4	2	2	4	2	1	1
Total Minimum Crewing per shift	FF1	1	2	1	1	1	4	1	1
		4	8	4	4	8	8	4	4
Relievers- District Based Relievers (DBR) and (Station Based Relievers)	Cmdr								
	SBR SSO								
	SBR SO							1	1
	SBR LFF							1	1
	SBR FF							2	2
	DBR SO								1
Total Relievers	DBR LFF							4	
								8	5
Total minimum crewing on one shift across district		45							
Total minimum crewing on one shift across state		555							

COMMON STAFFING CHART - WESTERN DISTRICT 2 - 2023											
FS No/Station		41 St Albans	43 Deer Park	44 Sunshine	48 Taylors Lakes	51 Keilor (East)	52 Tullamarine	53 Sunbury	54 Greenvale	55 Caroline Springs	56 Melton
Cmdr 10/14 Operations				1		1					1
Pumper A	SSO			1		1					
	SO	1	1	1	1		1	1	1	1	1
	LFF							1	1	1	1
	FF2+	2	2	2	2	2	2	1	1	1	1
Pumper B	FF1	1	1	1	1	1	1	1	1	1	1
	SSO										
	SO					1					
	LFF										
Pumper Tanker	FF2+					2					
	FF1					1					
	SSO										
	SO										
Ultra Large Pumper	LFF										
	FF2+										
	FF1										
	SSO										
Aerial Pumper / Teleboom	SO			1							
	LFF										
	FF2+			2							
	FF1			1							
Rescue	SO			1							1
	LFF										1
	FF2+			1							1
Ladder Platform	LFF										
	FF										
Hazmat	SO										
	LFF										
	FF2+										
Technical Specialist Rescue	LFF										
	FF2+										
Marine	SO										
	LFF										
	FF										
Breathing Apparatus Van	SO										
	LFF										
Breathing Apparatus Support	FF										
	LFF										
Transporter	LFF										
	FF										
Control Unit	LFF										
District Car	FF										
Works Officer	SO										
Watchroom	FF										
Rehabilitation Unit	FF										
FSCC											
Sub Total		4	4	10	4	8	4	4	4	4	7
Minimum crewing per District		53 + 1 Shift Commander									
Minimum crewing per shift	Cmdr					1					
	SSO						1				1
	SO	1	1	2	1		1	1	1	1	1
	LFF						1	1	1	1	2
	FF2+	2	2	5	2	4	2	1	1	1	2
	FF1	1	1	2	1	2	1	1	1	1	1
Total Minimum Crewing per shift		4	4	10	4	8	4	4	4	4	7
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr										1
	SBR SSO							1	1	1	2
	SBR SO							1	1	1	2
	SBR LFF							2	2	2	3
	SBR FF							4		1	
	DBR SO										
DBR LFF											
Total Relievers								8	4	5	8
Total minimum crewing on one shift across district		54									
Total minimum crewing on one shift across state		555									

COMMON STAFFING CHART - WESTERN DISTRICT 3 - 2023							
FS No/Station		61 Lara	62 Corio	63 Geelong City	64 Belmont	66 Ocean Grove	65
Cmdr 10/14 Operations				1			
Pumper A	SSO	1	1	1		1	
	SO				1	1	
	LFF	1	1	1	1	1	
	FF2+	1	1	1	1	1	
	FF1	1	1	1	1	1	
Pumper B	SSO						
	SO			1			
	LFF			1			
	FF2+			1			
	FF1			1			
Pumper Tanker	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Ultra Large Pumper	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Aerial Pumper / Teleboom	SSO						
	SO		1				
	LFF		1				
	FF2+		1				
	FF1		1				
Rescue	SO			1			
	LFF			1			
	FF2+			1			
Ladder Platform	LFF			1			
	FF			1			
Hazmat	SO	1					
	LFF	1					
	FF2+	1					
Technical Specialist Rescue	LFF			1			
	FF2+			1			
Marine	SO						
	LFF						
	FF						
Breathing Apparatus Van	SO						
	LFF						
Breathing Apparatus Support	LFF						
	FF						
Transporter	LFF						
	FF						
Control Unit	LFF						
District Car	FF						
Works Officer	SO						
Watchroom	FF						
Rehabilitation Unit	FF						
FSCC							
Sub Total		7	8	15	4	4	
Minimum crewing per District		38+ 1 Shift Commander					
Minimum crewing per shift	Cmdr			1			
	SSO		1	1			
	SO	2	1	2	1	1	
	LFF	2	2	5	1	1	
	FF2+	2	2	5	1	1	
	FF1	1	2	2	1	1	
Total Minimum Crewing per shift		7	8	15	4	4	
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr				1		
	SBR SSO		2	1			
	SBR SO	3	2	5	1	1	
	SBR LFF	2		2	1	1	
	SBR FF	3	4	11	2	2	
	DBR SO					4	
	DBR LFF		4				
Total Relievers		8	12	19	5		
Total minimum crewing on one shift across district		39					
Total minimum crewing on one shift across state		555					

COMMON STAFFING CHART - NORTHERN DISTRICT - 2023													
FS No/Station		5 Broadmeadows	6 Pascoe vale	7 Thomastown	9 Somerton	11 Epping	12 Preston	14 Bundoora	15 Heidelberg	16 Greensborough	80 Craigieburn	81 South Morang	17
Cmdr 10/14 Operations	SSO			1					1				
Pumper A	SO	1					1	1			1	1	
	LFF										1	1	
	FF2+	2					2	2	2		1	1	
	FF1	1					1	1	1		1	1	
	FF1												
Pumper B	SSO												
	SO							1					
	LFF												
	FF2+							2					
	FF1							1					
Pumper Tanker	SSO			1									
	SO	1	1		1	1				1			
	LFF												
	FF2+	2	2	2	2	2				2			
	FF1	1	1	1	1	1				1			
Ultra Large Pumper	SSO												
	SO												
	LFF												
	FF2+												
	FF1												
Aerial Pumper / Teleboom	SSO												
	SO			1									
	LFF												
	FF2+			2									
	FF1			1									
Rescue	SO			1									
	LFF												
	FF2+			1									
Ladder Platform	LFF												
	FF												
Hazmat	SO												
	LFF												
	FF2+												
Technical Specialist Rescue	LFF												
	FF2+												
Marine	SO												
	LFF												
	FF												
Breathing Apparatus Van	SO												
	LFF												
Breathing Apparatus Support	FF												
	LFF												
Transporter	LFF												
	FF												
Control Unit	LFF												
District Car	FF												
Works Officer	SO												
Watchroom	FF												
Rehabilitation Unit	FF												
FSCC													
Sub Total		8	4	10	4	4	4	8	4	4	4	4	
Minimum crewing per District		58 + 1 Shift Commander											
Minimum crewing per shift	Cmdr			1					1				
	SSO												
	SO	1	1	2	1	1	1	1	1	1	1	1	
	LFF	1							1		1	1	
	FF2+	4	2	5	2	2	2	4	2	2	1	1	
	FF1	2	1	2	1	1	1	2	1	1	1	1	
Total Minimum Crewing per shift		8	4	10	4	4	4	8	4	4	4	4	
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr												
	SBR SSO												
	SBR SO										1	1	
	SBR LFF										1	1	
	SBR FF										2	2	
	DBR SO										1	1	
	DBR LFF												
Total Relievers											5	5	
Total minimum crewing on one shift across district								59					
Total minimum crewing on one shift across state								555					

COMMON STAFFING CHART - EASTERN DISTRICT - 2023												
FS No/Station		19 Balwyn	20 Box Hill	22 Ringwood	23 Burwood	26 Croydon	27 Nunawading	28 Vermont South	30 Templestowe	82 Etham City	84 South Warrandyte	85 Boronia
Cmdr 10/14 Operations							1					
Pumper A	SSO		1									
	SO				1	1			1	1	1	1
	LFF									1	1	1
	FF2+		2		2	2			2	1	1	1
	FF1		1		1	1			1	1	1	1
Pumper B	SSO											
	SO											
	LFF											
	FF2+											
	FF1											
Pumper Tanker	SSO			1								
	SO	1				1	1	1	1			
	LFF											
	FF2+	2		2		2	2	2	2			
	FF1	1		1		1	1	1	1			
Ultra Large Pumper	SSO											
	SO											
	LFF											
	FF2+											
	FF1											
Aerial Pumper / Teleboom	SSO											
	SO			1								
	LFF											
	FF2+			2								
	FF1			1								
Rescue	SO					1						
	LFF											
	FF2+						1					
Ladder Platform	LFF											
Hazmat	SO											
	LFF											
	FF2+											
Technical Specialist Rescue	LFF											
	FF2+											
	SO											
Marine	LFF											
	FF											
	SO											
Breathing Apparatus Van	LFF											
	FF											
	LFF											
Breathing Apparatus Support	FF											
	LFF											
	FF											
Transporter	LFF											
Control Unit	FF											
District Car	FF											
Works Officer	SO											
Watchroom	FF											
Rehabilitation Unit	FF											
FSCC												
Sub Total		4	4	8	4	8	6	4	8	4	4	4
Minimum crewing per District		58 + 1 Shift Commander										
Minimum crewing per shift	Cmdr						1					
	SSO		1	1								
	SO	1		1	1	1	2	1	1	1	1	1
	LFF					1			1	1	1	1
	FF2+	2	2	4	2	4	3	2	4	1	1	1
FF1	1	1	2	1	2	1	1	2	1	1	1	
Total Minimum Crewing per shift		4	4	8	4	8	6	4	8	4	4	4
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr											
	SBR SSO											
	SBR SO									1	1	1
	SBR LFF									1	1	1
	SBR FF									2	2	4
DBR SO									4			
DBR LFF												
Total Relievers										8	4	6
Total minimum crewing on one shift across district		58										
Total minimum crewing on one shift across state		55										

COMMON STAFFING CHART - SOUTHERN DISTRICT 1 - 2023										
F5 No/Station		24 Glen Iris	25 Oakleigh	29 Clayton South	31 Glen Waverley	32 Ormond	33 Mentone	34 Highett	86 Rowville	89 Springvale
Cmdr 10/14 Operations			1							
Pumper A	SSO		1							
	SO	1			1	1		1	1	1
	LFF								1	1
	FF2+	2	2		2	2		2	1	1
	FF1	1	1		1	1		1	1	1
Pumper B	SSO									
	SO									
	LFF									
	FF2+									
	FF1									
Pumper Tanker	SSO							1		
	SO			1	1		1			
	LFF									
	FF2+			2	2		2	2		
	FF1			1	1		1	1		
Ultra Large Pumper	SSO									
	SO									
	LFF									
	FF2+									
	FF1									
Aerial Pumper / Teleboom	SSO									
	SO		1							
	LFF									
	FF2+		2							
	FF1		1							
Rescue	SO		1							
	LFF									
	FF2+		1							
Ladder Platform	LFF		1							
	FF		1							
Hazmat	SO									
	LFF									
	FF2+									
Technical Specialist Rescue	LFF									
	FF2+									
Marine	SO									
	LFF									
	FF									
Breathing Apparatus Van	SO									
	LFF									
Breathing Apparatus Support	FF									
	FF									
Transporter	LFF									
	FF									
Control Unit	LFF									
District Car	FF									
Works Officer	SO									
Watchroom	FF									
Rehabilitation Unit	FF									
FSCC										
Sub Total		4	12	4	8	4	4	8	4	4
Minimum crewing per District		52+ 1 shift Commander								
Minimum crewing per shift	Cmdr									
	SSO		1					1		
	SO	1	2	1	1	1	1	1	1	1
	LFF		1		1			1	1	1
	FF2+	2	4	2	4	2	2	4	1	1
Total Minimum Crewing per shift	FF1	1	2	1	2	1	1	2	1	1
		4	12	4	8	4	4	8	4	4
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr									
	SBR SSO									
	SBR SO								1	1
	SBR LFF								1	1
	SBR FF								2	2
	DBR SO								2	2
Total Relievers	DBR LFF								2	2
									8	4
Total minimum crewing on one shift across district		53								
Total minimum crewing on one shift across state		55								

COMMON STAFFING CHART - SOUTHERN DISTRICT 2 - 2023									
ES No/Station		87 Dandenong	88 Hallam	90 Patterson River	91 Frankston	92 Cranbourne	93 Pakenham	94 Marington	95 Rosebud
Cmdr 10/14 Operations:		1							
Pumper A	SSO	1	1		1				
	SO			1		1	1	1	1
	LFF	1	1	1	1	1	1	1	1
	FF2+	1	1	1	1	1	1	1	1
	FF1	1	1	1	1	1	1	1	1
Pumper B	SSO								
	SO	1			1				
	LFF	1			1				
	FF2+	1			1				
	FF1	1			1				
Pumper Tanker	SSO								
	SO								
	LFF								
	FF2+								
	FF1								
Ultra Large Pumper	SSO								
	SO								
	LFF								
	FF2+								
	FF1								
Aerial Pumper / Teleboom	SSO								
	SO								
	LFF								
	FF2+								
	FF1								
Rescue	SO	1							
	LFF	1							
	FF2+	1							
Ladder Platform	LFF	1							
	FF	1							
Hazmat	SO		1						
	LFF		1						
	FF2+		1						
Technical Specialist Rescue	LFF	1							
	FF2+	1							
Marine	SO								
	LFF								
	FF								
Breathing Apparatus Van	SO								
	LFF								
Breathing Apparatus Support	FF								
	FF								
Transporter	LFF								
	FF								
Control Unit	LFF								
District Car	FF								
Works Officer	SO								
Watchroom	FF								
Rehabilitation Unit	FF								
FSCC									
Sub Total		15	7	4	8	4	4	4	4
Minimum crewing per District		50+ 1 Shift Commander							
Minimum crewing per shift	Cmdr	1							
	SSO	1			1				
	SO	2	2	1	1	1	1	1	1
	LFF	5	2	1	2	1	1	1	1
	FF2+	5	2	1	2	1	1	1	1
	FF1	2	1	1	2	1	1	1	1
Total Minimum Crewing per shift		15	7	4	8	4	4	4	4
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr	1							
	SBR SSO	1	1		1				
	SBR SO	5	2	1	1	1	1	1	1
	SBR LFF	2	2	1	1	1	1	1	1
	SBR FF	12	3	2	5	2	2	2	2
	DBR SO					4	4		1
	DBR LFF	4							
Total Relievers		25	8	4	7	8	8	4	5
Total minimum crewing on one shift across district		51							
Total minimum crewing on one shift across state		55							



COMMON STAFFING CHART - NORTH WEST REGIONAL DISTRICT - 2023							
FS No/Station		67 Ballarat City	68 Lucas	70 Warrnambool	71 Portland	72 Mildura	73 Bendigo
<b>Cmdr 10/14 Operations</b>							
Pumper A	SSO	1	1	1	1	1	1
	SO						
	LFF	1	1	1	1	1	1
	FF2+	1	1	1	1	1	1
	FF1	1	1	1	1	1	1
Pumper B	SSO						
	SO	1			1		1
	LFF	1			1		1
	FF2+	1			1		1
	FF1	1			1		1
Pumper Tanker	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Ultra Large Pumper	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Aerial Pumper / Teleboom	SSO						
	SO			1		1	
	LFF			1		1	
	FF2+			1		1	
	FF1			1		1	
Rescue	SO						
	LFF						
	FF2+						
Ladder Platform	LFF	1					1
	FF	1					1
Hazmat	SO		1				
	LFF		1				
	FF2+		1				
Technical Specialist Rescue	LFF			1			
	FF2+			1			
Marine	SO						
	LFF						
	FF						
Breathing Apparatus Van	SO						
	LFF						
Breathing Apparatus Support	FF						
	FF						
Transporter	LFF						
	FF						
Control Unit	LFF						
District Car	FF						
Works Officer	SO						
Watchroom	FF						
Rehabilitation Unit	FF						
FSCC							
Sub Total		10	7	10	8	8	10
Minimum crewing per District				53			
Minimum crewing per shift	Cmdr						
	SSO	1	1	1	1	1	1
	SO	1	1	1	1	1	1
	LFF	3	2	3	2	2	3
	FF2+	3	2	3	2	2	3
	FF1	2	1	2	2	2	2
Total Minimum Crewing per shift		10	7	10	8	8	10
Relievers – District Based Relievers (DBR) and (Station Based Relievers)	Cmdr						
	SBR SSO	1		1	1		1
	SBR SO	2	3	1	2	1	2
	SBR LFF		2	3	3	2	
	SBR FF	8	3	5	6	4	8
	DBR SO	1	2	3		3	1
	DBR LFF			1		2	4
Total Relievers		12	10	14	12	12	16
Total minimum crewing on one shift across district				53			
Total minimum crewing on one shift across state				555			

COMMON STAFFING CHART - SOUTH EAST REGIONAL DISTRICT - 2023							
FS No/Station		74 Wangaratta	75 Shepparton	76 Wodonga	77 Traralgon	78 Morwell	79 Latrobe West
<b>Cmdr 10/14 Operations</b>							
Pumper A	SSO	1	1	1	1	1	1
	SO						
	LFF	1	1	1	1	1	1
	FF2+	1	1	1	1	1	1
	FF1	1	1	1	1	1	1
Pumper B	SSO			1			
	SO			1			
	LFF			1			
	FF2+			1			
	FF1			1			
Pumper Tanker	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Ultra Large Pumper	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Aerial Pumper / Teleboom	SSO						
	SO		1			1	
	LFF		1			1	
	FF2+		1			1	
	FF1		1			1	
Rescue	SO						
	LFF						
	FF2+						
Ladder Platform	LFF				1		
	FF				1		
Hazmat	SO		1				
	LFF		1				
	FF2+		1				
Technical Specialist Rescue	LFF	1					
	FF2+	1					
Marine	SO						
	LFF						
	FF						
Breathing Apparatus Van	SO						
	LFF						
	FF						
Breathing Apparatus Support	LFF						
	FF						
Transporter	LFF						
	FF						
Control Unit	LFF						
District Car	FF						
Works Officer	SO						
Watchroom	FF						
Rehabilitation Unit	FF						
FSCC							
<b>Sub Total</b>		<b>6</b>	<b>11</b>	<b>8</b>	<b>6</b>	<b>8</b>	<b>4</b>
<b>Minimum crewing per District</b>		<b>43</b>					
<b>Minimum crewing per shift</b>	Cmdr						
	SSO		1	1	1	1	
	SO	1	2	1		1	1
	LFF	2	3	2	2	2	1
	FF2+	2	3	2	2	2	1
	FF1	1	2	2	1	2	1
<b>Total Minimum Crewing per shift</b>		<b>6</b>	<b>11</b>	<b>8</b>	<b>6</b>	<b>8</b>	<b>4</b>
<b>Relievers - District Based Relievers (DBR) and (Station Based Relievers)</b>	Cmdr						
	SBR SSO		1	1			
	SBR SO	1	3	2	1	2	1
	SBR LFF	2	4	3	2	2	1
	SBR FF	3	5	6	3	4	2
	DBR SO	4		1	1	1	2
DBR LFF						2	
<b>Total Relievers</b>		<b>10</b>	<b>11</b>	<b>5</b>	<b>7</b>	<b>9</b>	<b>8</b>
<b>Total minimum crewing on one shift across district</b>		<b>43</b>					
<b>Total minimum crewing on one shift across state</b>		<b>555</b>					

COMMON STAFFING CHART - CENTRAL DISTRICT - 2024												
FS No/Station		1 Eastern Hill	2 West Melbourne	3 Carlton	4 Brunswick	10 Richmond	13 Northcote	18 Hawthorn	35 Windsor	38 South Melbourne	39 Port Melbourne	50 Moonee Ponds
Cmdr 10/14 Operations		1										
Pumper A	SSO	1	1	1	1	1			1	1		1
	SO						1	1			1	
	LFF											
	FF2+	2	2	2	2	2	2	2	2	2	2	2
	FF1	1	1	1	1	1	1	1	1	1	1	1
Pumper B	SSO											
	SO	1	1						1	1	1	
	LFF											
	FF2+	2	2						2	2	2	
	FF1	1	1						1	1	1	
Pumper Tanker	SSO											
	SO											
	LFF											
	FF2+											
	FF1											
Ultra Large Pumper	SSO											
	SO	1										
	LFF											
	FF2+	2										
	FF1	1										
Aerial Pumper / Teleboom	SSO											
	SO					1						
	LFF											
	FF2+					2						
	FF1					1						
Marine Unit	SO										1	
	LFF											
	FF2+										2	
	FF1										1	
	SO			1								
Rescue	LFF											
	FF2+			2								
	LFF	1							1			
	FF	1							1			
	SO											
Ladder Platform	LFF											
	FF											
	SO											
	LFF											
	FF2+											
Hazmat	SO											
	LFF											
	FF2+											
	LFF											
	FF2+											
Technical Specialist Rescue	LFF											
	FF2+											
	SO											
	LFF											
	FF											
Breathing Apparatus Van	SO									1		
	LFF											
	FF										2	
	SO										1	
	LFF											
Decontamination (HAZMAT) Unit	FF									2		
	LFF											
	FF											
	LFF											
	FF											
Breathing Apparatus Support	LFF											
	FF									1		
	LFF											
	FF											
	LFF											
Transporter	LFF					2						
	FF					2						
	LFF											
	FF											
	LFF	2										
Control Unit	FF	1										
	SO	1										
	FF	1										
	SO	1										
	FF	1										
Rehabilitation Unit	FF	1										
	FF											
	FF											
	FF											
	FF											
Sub Totals		20	8	7	4	12	4	4	10	15	12	4
Minimum crewing per District		100 + 1 Shift Commander										
Minimum crewing per shift	Cmdr	1										
	SSO	1	1	1	1	1			1	1		
	SO	3	1	1		1	1	1	1	1	3	1
	LFF	3				2				1		
	FF2+	7	4	4	2	4	2	2	5	4	6	2
Total Minimum Crewing per shift	FF1	6	2	1	1	4	1	1	2	7	3	1
	FF	20	8	7	4	12	4	4	10	15	12	4
	Cmdr											
	SBR SSO											
	SBR SO											
Relievers - District Based Relievers (DBR and (Station Based Relievers)	SBR LFF											
	SBR FF											
	DBR SO											
	DBR LFF											
	Total Relievers											
Total minimum crewing on one shift across district		101										
FSCC		3										
Total minimum crewing on one shift across state		575										

COMMON STAFFING CHART - WESTERN DISTRICT 1 - 2024									
FS No/Station		40 Laverton	42 Newport	45 Brooklyn	46 Altona	47 Footscray	59 Derrimut	57 Tameit	58 Point Cook
<b>Cmdr 10/14 Operations</b>				1					
<b>Pumper A</b>	SSO		1			1	1		
	SO	1		1	1			1	1
	LFF							1	1
	FF2+	2	2	2	2	2	2	1	1
	FF1	1	1	1	1	1	1	1	1
<b>Pumper B</b>	SSO								
	SO								
	LFF								
	FF2+								
	FF1								
<b>Pumpet Tanker</b>	SSO								
	SO						1		
	LFF								
	FF2+						2		
	FF1						1		
<b>Ultra Large Pumper</b>	SSO								
	SO		1						
	LFF								
	FF2+		2						
	FF1		1						
<b>Aerial Pumper / Teleboom</b>	SSO								
	SO								
	LFF								
	FF2+								
	FF1								
<b>Rescue</b>	SO								
	LFF								
	FF2+								
<b>Ladder Platform</b>	LFF					1			
	FF					1			
<b>Hazmat</b>	SO								
	LFF								
	FF2+								
<b>Technical Specialist Rescue</b>	LFF								
	FF2+								
<b>Marine</b>	SO								
	LFF								
	FF								
<b>Breathing Apparatus Van</b>	SO								
	LFF								
<b>Breathing Apparatus Support</b>	FF								
	FF								
<b>Transporter</b>	LFF					1			
	FF					1			
<b>Control Unit</b>	LFF								
<b>District Car</b>	FF								
<b>Works Officer</b>	SO								
<b>Watchroom</b>	FF								
<b>Rehabilitation Unit</b>	FF								
<b>#SCC</b>									
<b>Sub Total</b>		4	8	4	4	8	8	4	4
<b>Minimum crewing per District</b>		44 + 1 Shift Commander							
<b>Minimum crewing per shift</b>	Cmdr				1				
	SSO		1			1	1		
	SO	1	1	1	1		1	1	1
	LFF					2		1	1
	FF2+	2	4	2	2	4	4	1	1
	FF1	1	2	1	1	1	2	1	1
<b>Total Minimum Crewing per shift</b>		4	8	4	4	8	8	4	4
<b>Relievers - District Based Relievers (DBR) and (Station Based Relievers)</b>	Cmdr								
	SBR SSO								
	SBR SO							1	1
	SBR LFF							1	1
	SBR FF							2	2
	DBR SO								1
<b>Total Relievers</b>								4	5
<b>Total minimum crewing on one shift across district</b>		45							
<b>Total minimum crewing on one shift across state</b>		575							

COMMON STAFFING CHART - WESTERN DISTRICT 2 - 2024											
F5 No/Station		41 St Albans	43 Deer Park	44 Sunshine	48 Taylors Lakes	51 Keilor (East)	52 Tullamarine	53 Sunbury	54 Greenvale	55 Caroline Springs	56 Melton
Cmdr 10/14 Operations				1		1					1
Pumper A	SSO			1		1					1
	SO	1	1		1		1	1	1	1	1
	LFF							1	1	1	1
	FF2+	2	2	2	2	2	2	1	1	1	1
	FF1	1	1	1	1	1	1	1	1	1	1
Pumper B	SSO					1					
	SO					1					
	LFF										
	FF2+					2					
	FF1					1					
Pumper Tanker	SSO										
	SO										
	LFF										
	FF2+										
	FF1										
Ultra Large Pumper	SSO										
	SO										
	LFF										
	FF2+										
	FF1										
Aerial Pumper / Teleboom	SSO										
	SO			1							
	LFF										
	FF2+			2							
	FF1			1							
Rescue	SO			1							1
	LFF										1
	FF2+			2							1
Ladder Platform	LFF										
	FF										
Hazmat	SO										
	LFF										
	FF2+										
Technical Specialist Rescue	LFF										
	FF2+										
Marine	SO										
	LFF										
	FF										
Breathing Apparatus Van	SO										
	LFF										
Breathing Apparatus Support	LFF										
	FF										
Transporter	LFF										
	FF										
Control Unit	LFF										
District Car	FF										
Works Officer	SO										
Watchroom	FF										
Rehabilitation Unit	FF										
FSCC											
Sub Total		4	4	11	4	8	4	4	4	4	7
Minimum crewing per District		54 + 1 Shift Commander									
Minimum crewing per shift	Cmdr	1									
	SSO			1		1					1
	SO	1	1	2	1		1	1	1	1	1
	LFF					1		1	1	1	2
	FF2+	2	2	6	2	4	2	1	1	1	2
	FF1	1	1	2	1	2	1	1	1	1	1
Total Minimum Crewing per shift		4	4	11	4	8	4	4	4	4	7
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr										
	SBR SSO										1
	SBR SO							1	1	1	2
	SBR LFF							1	1	1	2
	SBR FF							2	2	2	3
	DBR SO							4		1	
DBR LFF											
Total Relievers							8	4	5	8	
Total minimum crewing on one shift across district		55									
Total minimum crewing on one shift across state		575									

COMMON STAFFING CHART - WESTERN DISTRICT 3 - 2024							
F5 No/Station		61 Lara	62 Corio	63 Geelong City	64 Belmont	66 Ocean Grove	
Cmdr 10/14 Operations				1			
Pumper A	SSO	1	1	1			
	SO				1	1	
	LFF	1	1	1	1	1	
	FF2+	1	1	1	1	1	
	FF1	1	1	1	1	1	
Pumper B	SSO			1			
	SO			1			
	LFF			1			
	FF2+			1			
	FF1			1			
Pumper Tanker	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Ultra Large Pumper	SSO						
	SO						
	LFF						
	FF1						
Aerial Pumper / Teleboom	SSO						
	SO		1				
	LFF		1				
	FF1		1				
Rescue	SO			1			
	LFF			1			
	FF2+			1			
Ladder Platform	LFF			1			
	FF			1			
Hazmat	SO	1					
	LFF	1					
	FF2+	1					
Technical Specialist Rescue	LFF			1			
	FF2+			1			
Marine	SO						
	LFF						
	FF						
Breathing Apparatus Van	SO						
	LFF		1				
	FF		1				
Breathing Apparatus Support	LFF						
	FF						
Transporter	LFF						
Control Unit	LFF						
District Car	FF						
Works Officer	SO						
Watchroom	FF						
Rehabilitation Unit	FF						
Sub Total		7	10	15	4	4	
Minimum crewing per District		40 + 1 Shift Commander					
Minimum crewing per shift	Cmdr	1					
	SSO	1	1	1			
	SO	1	1	2	1	1	
	LFF	2	3	5	1	1	
	FF2+	2	3	5	1	1	
	FF1	1	2	2	1	1	
Total Minimum Crewing per shift		7	10	15	4	4	
Relievers – District Based Relievers (DBR) and (Station Based Relievers)	Cmdr				1		
	SBR SSO		2	1			
	SBR SO	3	2	5	1	1	
	SBR LFF	1	2	2	1	1	
	SBR FF	3	5	11	2	2	
	DBR SO					4	
DBR LFF		4					
Total Relievers		8	16	19	5		
Total minimum crewing on one shift across district		41					
Total minimum crewing on one shift across state		575					

COMMON STAFFING CHART - NORTHERN DISTRICT - 2024													
FS No/Station		5 Broadmeadows	6 Pascoe vale	7 Thomastown	9 Somerton	11 Epping	12 Preston	14 Bundoora	15 Heidelberg	16 Greensborough	80 Craigieburn	81 South Morang	17
Cmdr 10/14 Operations				1					1				
Pumper A	SSO												
	SO	1					1	1			1	1	
	LFF										1	1	
	FF2+	2					2	2	2		1	1	
	FF1	1					1	1	1		1	1	
Pumper B	SSO												
	SO							1					
	LFF												
	FF2+							2					
	FF1							1					
Pumper Tanker	SSO			1									
	SO	1	1		1	1				1			
	LFF												
	FF2+	2	2	2	2	2				2			
	FF1	1	1	1	1	1				1			
Ultra Large Pumper	SSO												
	SO												
	LFF												
	FF2+												
	FF1												
Aerial Pumper / Teleboom	SSO												
	SO			1									
	LFF												
	FF2+			2									
	FF1			1									
Rescue	SO			1									
	LFF												
	FF2+			2									
Ladder Platform	LFF												
	FF												
Hazmat	SO												
	LFF												
	FF2+												
Technical Specialist Rescue	LFF												
	FF2+												
Marine	SO												
	LFF												
Breathing Apparatus Van	SO												
	LFF												
Breathing Apparatus Support	LFF												
	FF												
Transporter	LFF												
	FF												
Control Unit	LFF												
District Car	FF												
Works Officer	SO												
Watchroom	FF												
Rehabilitation Unit	FF												
FSCC													
Sub Total		8	4	11	4	4	4	8	4	4	4	4	
Minimum crewing per District													
Minimum crewing per shift	Cmdr						1						
	SSO			1					1				
	SO	1	1	2	1	1	1	1		1	1	1	
	LFF	1							1		1	1	
	FF2+	4	2	6	2	2	2	4	2	2	1	1	
	FF1	2	1	2	1	1	1	2	1	1	1	1	
Total Minimum Crewing per shift		8	4	11	4	4	4	8	4	4	4	4	
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr												
	SBR SSO												
	SBR SO										1	1	
	SBR LFF										1	1	
	SBR FF										2	2	
	DBR SO										1	1	
DBR LFF													
Total Relievers											5	5	
Total minimum crewing on one shift across district							60						
Total minimum crewing on one shift across state							575						

COMMON STAFFING CHART - EASTERN DISTRICT - 2024												
FS No/Station		19 Balwyn	20 Box Hill	22 Ringwood	23 Burwood	25 Croydon	27 Munawading	28 Vermont South	30 Templestowe	82 Eitham City	84 South Warrandyte	85 Boronia
Cmdr 10/14 Operations							1					
Pumper A	SSO		1									
	SO				1	2			1	1	1	1
	LFF									2	1	1
	FF2+		2		2	2			2	2	1	1
Pumper B	FF1		1		1	1			1	1	1	1
	SSO											
	SO											
	LFF											
Pumper Tanker	FF2+											
	FF1			1								
	SSO	1				1	1	1	1			
	LFF											
Ultra Large Pumper	FF2+	2		2		2	2	2	2			
	FF1	1		1		1	1	1	1			
	SSO											
	SO											
Aerial Pumper / Teleboom	LFF											
	FF2+				1							
	FF1			1								
	SSO											
Rescue	SO						1					
	LFF											
	FF2+						2					
Ladder Platform	LFF											
	FF											
Hazmat	SO											
	LFF											
Technical Specialist Rescue	FF2+											
	LFF											
Marine	FF2+											
	SO											
Breathing Apparatus Van	LFF				1							
	FF				1							
Breathing Apparatus Support	LFF											
	FF											
Transporter	LFF											
	FF											
Control Unit	LFF											
District Car	FF											
Works Officer	SO											
Watchroom	FF											
Rehabilitation Unit	FF											
PSCC												
Sub Total		4	4	8	6	8	7	4	8	4	4	4
Minimum crewing per District		61 + 1 Shift Commander										
Minimum crewing per shift	Cmdr						1					
	SSO		1	1								
	SO	1		1	2	1	2	1	1	1	1	1
	LFF					1			1	2	1	1
	FF2+	2	2	4	2		4	2	4	2	1	1
Total Minimum Crewing per shift	FF1	1	1	2	2	6	1	1	2	1	1	1
		4	4	8	6	8	7	4	8	4	4	4
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr											
	SBR SSO											
	SBR SO									1	1	1
	SBR LFF									1	1	1
	SBR FF									2	1	4
Total Relievers	DBR SO									4		
	DBR LFF											
Total minimum crewing on one shift across district		62										
Total minimum crewing on one shift across state		575										



COMMON STAFFING CHART - SOUTHERN DISTRICT 1 - 2024										
FS No/Station		24 Glen Iris	25 Oakleigh	29 Clayton South	31 Glen Waverley	32 Ormond	33 Mentone	34 Highett	86 Rowville	89 Springvale
Cmdr 10/14 Operations			1							
Pumper A	SSO		1							
	SO	1			1	1		1	1	1
	LFF								1	1
	FF2+	2	2		2	2		2	1	1
	FF1	1	1		1	1		1	1	1
Pumper B	SSO									
	SO									
	LFF									
	FF2+									
	FF1									
Pumper Tanker	SSO							1		
	SO			1	1		1			
	LFF									
	FF2+			2	2		2	2		
	FF1			1	1		1	1		
Ultra Large Pumper	SSO									
	SO									
	LFF									
	FF2+									
	FF1									
Aerial Pumper / Teleboom	SSO									
	SO		1							
	LFF									
	FF2+		2							
	FF1		1							
Rescue	SO		1							
	LFF									
	FF2+		2							
Ladder Platform	LFF		1							
	FF		1							
Hazmat	SO									
	LFF									
	FF2+									
Technical Specialist Rescue	LFF									
	FF2+									
Marine	SO									
	LFF									
	FF									
Breathing Apparatus Van	SO									
	LFF									
Breathing Apparatus Support	LFF									
	FF									
Transporter	LFF									
	FF									
Control Unit	LFF									
District Car	FF									
Works Officer	SO									
Watchroom	FF									
Rehabilitation Unit	FF									
FSCC										
Sub Total		4	13	4	8	4	4	8	4	4
Minimum crewing per District		53 + 1 shift Commander								
Minimum crewing per shift	Cmdr									
	SSO		1					1		
	SO	1	2	1	1	1	1	1	1	1
	LFF		1		1			1	1	1
	FF2+	2	7	2	4	2	2	4	1	1
FF1	1	2	1	2	1	1	2	1	1	
Total Minimum Crewing per shift		4	13	4	8	4	4	8	4	4
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr									
	SBR SSO									
	SBR SO								1	1
	SBR LFF								1	1
	SBR FF								2	2
	DBR SO								4	
DBR LFF										
Total Relievers								8	4	
Total minimum crewing on one shift across district		54								
Total minimum crewing on one shift across state		575								

COMMON STAFFING CHART - SOUTHERN DISTRICT 2 - 2024									
FS No/Station		87 Dandenong	88 Hallam	90 Patterson River	91 Frankston	92 Cranbourne	93 Pakenham	94 Mornington	95 Rosebud
Cmdr QIC station									
Cmdr 10/14 Operations		1							
Pumper A	SSO	1	1		1				
	SO			1		1	1	1	1
	LFF	1	1	1	1	1	1	1	1
	FF2+	1	1	1	1	1	1	1	1
	FF1	1	1	1	1	1	1	1	1
Pumper B	SSO								
	SO	1							
	LFF	1							
	FF2+	1							
	FF1	1							
Pumper Tanker	SSO								
	SO								
	LFF								
	FF2+								
	FF1								
Ultra Large Pumper	SSO								
	SO								
	LFF								
	FF2+								
	FF1								
Aerial Pumper / Teleboom	SSO								
	SO				1				
	LFF				1				
	FF2+				1				
	FF1				1				
Rescue	SO	1							
	LFF	1							
	FF2+	1							
Ladder Platform	LFF	1							
	FF	1							
Hazmat	SO		1						
	LFF		1						
	FF2+		1						
Technical Specialist Rescue	LFF	1							
	FF2+	1							
Marine	SO								
	LFF								
	FF								
Breathing Apparatus Van	SO								
	LFF								
	FF								
Breathing Apparatus Support	LFF				1				
	FF				1				
Transporter	LFF								
	FF								
Control Unit	LFF								
District Car	FF								
Works Officer	SO								
Watchroom	FF								
Rehabilitation Unit	FF								
FSCC									
Sub Total		15	7	4	10	4	4	4	4
Minimum crewing per District		52 + 1 Shift Commander							
Minimum crewing per shift	Cmdr	1			1				
	SSO	1			1				
	SO	2	1	1	3	1	1	1	1
	LFF	5	1	1	3	1	1	1	1
	FF2+	5	1	1	3	1	1	1	1
Total Minimum Crewing per shift	FF1	2	5	1	2	1	1	1	1
		15	7	4	10	4	4	4	4
Relievers – District Based Relievers (DBR) and (Station Based Relievers)	Cmdr	1							
	SBR SSO	1	1		1				
	SBR SO	5	2	1		1	1	1	1
	SBR LFF	2	2	1		1	1	1	1
	SBR FF	12	3	2	5	2	2	2	2
	DBR SO					4	4		1
Total Relievers	DBR LFF	4							
		25	8	4	7	8	8	4	5
Total minimum crewing on one shift across district		53							
Total minimum crewing on one shift across state		575							

COMMON STAFFING CHART - NORTH WEST REGIONAL DISTRICT - 2024							
FS No/Station		67 Ballarat City	68 Lucas	70 Warrnambool	71 Portland	72 Mildura	73 Bendigo
<b>Cmdr 10/14 Operations</b>							
Pumper A	SSO	1	1	1	1	1	1
	SO						
	LFF	1	1	1	1	1	1
	FF2+	1	1	1	1	1	1
	FF1	1	1	1	1	1	1
Pumper B	SSO						
	SO	1			1		1
	LFF	1			1		1
	FF2+	1			1		1
	FF1	1			1		1
Pumper Tanker	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Ultra Large Pumper	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Aerial Pumper / Teleboom	SSO						
	SO			1		1	
	LFF			1		1	
	FF2+			1		1	
	FF1			1		1	
Rescue	SO						
	LFF						
	FF2+						
Ladder Platform	LFF	1					1
	FF	1					1
Hazmat	SO		1				
	LFF		1				
	FF2+		1				
Technical Specialist Rescue	LFF			1			
	FF2+			1			
Marine	SO						
	LFF						
	FF						
Breathing Apparatus Van	SO						
	LFF	1					1
Breathing Apparatus Support	FF	1					1
	FF						
Transporter	LFF						
	FF						
Control Unit	LFF						
District Car	FF						
Works Officer	SO						
Watchroom	FF						
Rehabilitation Unit	FF						
FSCC							
Sub Total		12	7	10	8	8	12
Minimum crewing per District		57					
Minimum crewing per shift	Cmdr						
	SSO	1	1	1	1	1	1
	SO	1	1	1	1	1	1
	LFF	4	2	3	2	2	4
	FF2+	4	2	3	2	2	4
	FF1	2	1	2	2	2	3
Total Minimum Crewing per shift		12	7	10	8	8	12
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr						
	SBR SSO	1		1	1		1
	SBR SO	2	3	1	2	1	2
	SBR LFF	2	2	3	3	2	2
	SBR FF	10	3	5	6	4	10
	DBR SO	1	2	3		3	1
	OBR LFF			1		2	4
Total Relievers		16	10	14	12	12	20
Total minimum crewing on one shift across district		57					
Total minimum crewing on one shift across state		575					

COMMON STAFFING CHART - SOUTH EAST REGIONAL DISTRICT - 2024							
ES No/Station		74 Wangaratta	75 Shepparton	76 Wodonga	77 Traralgon	78 Morwell	79 Latrobe West
<b>Cmdr 10/14 Operations</b>							
Pumper A	SSO	1	1	1	1	1	1
	SO						
	LFF	1	1	1	1	1	1
	FF2+	1	1	1	1	1	1
	FF1	1	1	1	1	1	1
Pumper B	SSO						
	SO	1		1			
	LFF	1		1			
	FF2+	1		1			
	FF1	1		1			
Pumper Tanker	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Ultra Large Pumper	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Aerial Pumper / Teleboom	SSO						
	SO		1			1	
	LFF		1			1	
	FF2+		1			1	
	FF1		1			1	
Rescue	SO						
	LFF						
	FF2+						
Ladder Platform	LFF				1		
	FF				1		
Hazmat	SO		1				
	LFF		1				
	FF2+		1				
Technical Specialist Rescue	LFF	1					
	FF2+	1					
Marine	SO						
	LFF						
	FF						
Breathing Apparatus Van	SO						
	LFF						
	FF						
Breathing Apparatus Support	LFF						
	FF						
Transporter	LFF						
	FF						
Control Unit	LFF						
District Car	FF						
Works Officer	SO						
Watchroom	FF						
Rehabilitation Unit	FF						
FSCC							
<b>Sub Total</b>		<b>10</b>	<b>11</b>	<b>8</b>	<b>6</b>	<b>8</b>	<b>4</b>
<b>Minimum crewing per District</b>		<b>47</b>					
Minimum crewing per shift	Cmdr						
	SSO	1	1	1	1	1	
	SO	1	2	1		1	1
	LFF	3	3	2	1	2	1
	FF2+	3	3	2	2	2	1
	FF1	2	2	3	2	2	1
<b>Total Minimum Crewing per shift</b>		<b>10</b>	<b>11</b>	<b>8</b>	<b>6</b>	<b>8</b>	<b>4</b>
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr						
	SBR SSO	1	1	1			
	SBR SO	2	3	2	1	2	1
	SBR LFF	4	4	3	2	2	1
	SBR FF	7	5	6	3	4	2
	DBR SO	4		1	1	1	2
DBR LFF						2	
<b>Total Relievers</b>		<b>10</b>	<b>11</b>	<b>5</b>	<b>7</b>	<b>9</b>	<b>8</b>
<b>Total minimum crewing on one shift across district</b>		<b>47</b>					
<b>Total minimum crewing on one shift across state</b>		<b>575</b>					

COMMON STAFFING CHART - CENTRAL DISTRICT - 2025												
FS No/Station		1 Eastern Hill	2 West Melbourne	3 Carlton	4 Brunswick	10 Richmond	13 Northcote	18 Hawthorn	35 Windsor	38 South Melbourne	39 Port Melbourne	50 Moonee Ponds
Cmdr OIC station												
Cmdr 10/14 Operations		1										
Pumper A	SSO	1	1	1	1	1			1	1		
	SO						1	1			1	1
	LFF											
	FF2+	2	2	2	2	2	2	2	2	2	2	2
	FF1	1	1	1	1	1	1	1	1	1	1	1
Pumper B	SSO											
	SO	1	1						1	1	1	
	LFF											
	FF2+	2	2						2	2	2	
	FF1	1	1						1	1	1	
Pumper Tanker	SSO											
	SO											
	LFF											
	FF2+											
	FF1											
Ultra Large Pumper	SSO											
	SO	1										
	LFF											
	FF2+	2										
	FF1	1										
Aerial Pumper / Teleboom	SSO											
	SO					1						
	LFF											
	FF2+					2						
	FF1					1						
Marine Unit	SO										1	
	LFF											
	FF2+										2	
	FF1										1	
Rescue	SO			1								
	LFF											
	FF2+			2								
	LFF	1							1			
	FF	1							1			
Ladder Platform	SO											
	LFF	1										
	FF	1										
	LFF											
	FF											
Hazmat	SO											
	LFF											
	FF2+											
	LFF											
	FF2+											
Technical Specialist Rescue	LFF											
	FF2+											
	LFF											
	FF2+											
Breathing Apparatus Van	SO									1		
	LFF											
	FF									2		
	SO									1		
	LFF											
Decontamination (HAZMAT) Unit	LFF											
	FF									2		
	LFF											
	FF									1		
	LFF											
Breathing Apparatus Support	FF											
	LFF									1		
	FF											
	LFF											
	FF											
Transporter	LFF					2						
	FF					2						
	LFF	2										
	FF	1										
	SO	1										
Control Unit	FF	1										
	SO	1										
	FF	1										
	SO	1										
	FF	1										
Watchroom	FF	1										
	SO	1										
	FF	1										
	SO	1										
	FF	1										
Rehabilitation Unit	FF	1										
	SO	1										
	FF	1										
	SO	1										
	FF	1										
Sub Totals		20	8	7	4	12	4	4	10	16	12	4
Minimum crewing per District		101 + 1 Shift Commander										
Minimum crewing per shift	Cmdr	1										
	SSO	1	1	1	1	1			1	1		
	SO	3	1	1		1	1	1	1	3	3	1
	LFF	3				2			1	1		
	FF2+	7	4	4	2	4	2	2	5	4	6	2
Total Minimum Crewing per shift	FF1	6	2	1	1	1	1	1	2	7	3	1
		20	8	7	4	9	4	4	10	16	12	4
	Cmdr											
	SBR SSO											
	SBR SO											
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	SBR LFF											
	SBR FF											
	DBR SO											
	DBR LFF											
Total Relievers												
Total minimum crewing on one shift across district		102										
FSCC		3										
Total minimum crewing on one shift across state		596										

COMMON STAFFING CHART - WESTERN DISTRICT 1 - 2025									
FS No/Station		40 Laverton	42 Newport	45 Brooklyn	46 Altona	47 Footscray	59 Derrimut	57 Tarneit	58 Point Cook
Cmdr OIC station									
Cmdr 10/14 Operations				1					
Pumper A	SSO		1			1	1		
	SO	1		1	1			1	1
	LFF							1	1
	FF2+	2	2	2	2	2	2	1	1
	FF1	1	1	1	1	1	1	1	1
Pumper B	SSO								
	SO								
	LFF								
	FF2+								
	FF1								
Pumper Tanker	SSO								
	SO						1		
	LFF								
	FF2+						2		
	FF1						1		
Ultra Large Pumper	SSO								
	SO		1						
	LFF								
	FF2+		2						
	FF1		1						
Aerial Pumper / Teleboom	SSO								
	SO								
	LFF								
	FF2+								
	FF1								
Rescue	SO								
	LFF								
	FF2+								
Ladder Platform	LFF					1			
	FF					1			
Hazmat	SO								
	LFF								
	FF2+								
Technical Specialist Rescue	LFF								
	FF2+								
Marine	SO								
	LFF								
	FF								
Breathing Apparatus Van	SO								
	LFF								
	FF								
Breathing Apparatus Support	LFF								
	FF								
Transporter	LFF					1			
	FF					1			
Control Unit	LFF								
District Car	FF								
Works Officer	SO								
Watchroom	FF								
Rehabilitation Unit	FF								
FSCC									
Sub Total		4	8	4	4	8	8	4	4
Minimum crewing per District		44 + 1 Shift Commander							
Minimum crewing per shift	Cmdr					1			
	SSO		1			1	1		
	SO	1	1	1	1		1	1	1
	LFF					2		1	1
	FF2+	2	4	2	2	4	4	1	1
FF1	1	2	1	1	1	2	1	1	
Total Minimum Crewing per shift		4	8	4	4	8	8	4	4
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr								
	SBR SSO								
	SBR SO							1	1
	SBR LFF							1	1
	SBR FF							2	2
	DBR SO								1
DBR LFF							4		
Total Relievers								8	5
Total minimum crewing on one shift across district		45							
Total minimum crewing on one shift across state		596							

COMMON STAFFING CHART - WESTERN DISTRICT 2 - 2025											
FS No./Station		41 St Albans	43 Deer Park	44 Sunshine	48 Taylors Lakes	51 Keller (East)	52 Tullamarine	53 Sunbury	54 Greenvale	55 Caroline Springs	56 Melton
Cmdr 10/14 Operations				1		1		1			1
Pumper A	SSO			1		1		1			1
	SO	1	1	1	1		1	1	1	1	1
	LFF							1	1	1	1
	FF2+	2	2	2	2	2	2	1	1	1	1
	FF1	1	1	1	1	1	1	1	1	1	1
Pumper B	SSO										
	SO					1		1			
	LFF							1			
	FF2+					2		1			
	FF1					1		1			
Pumper Tanker	SSO										
	SO										
	LFF										
	FF2+										
	FF1										
Ultra Large Pumper	SSO										
	SO										
	LFF										
	FF2+										
	FF1										
Aerial Pumper / Teleboom	SSO										
	SO			1							
	LFF										
	FF2+			2							
	FF1			1							
Rescue	SO										1
	LFF										1
	FF2+			2							1
Ladder Platform	LFF										
	FF										
Hazmat	SO										
	LFF										
	FF2+										
Technical Specialist Rescue	LFF										
	FF2+										
Marine	SO										
	LFF										
	FF										
Breathing Apparatus Van	SO										
	LFF										
Breathing Apparatus Support	LFF										
	FF										
Transporter	LFF										
	FF										
Control Unit	LFF										
District Car	FF										
Works Officer	SO										
Watchroom	FF										
Rehabilitation Unit	FF										
FSCC											
Sub Total		4	4	11	4	8	4	8	4	4	7
Minimum crewing per District:		58 + 1 Shift Commander									
Minimum crewing per shift	Cmdr					1					
	SSO					1		1			1
	SO	1	1	2	1		1	1	1	1	1
	LFF		1			1		2	1	1	2
	FF2+	2	4	6	2	4	2	2	1	1	2
	FF1	1	2	2	1	2	1	2	1	1	1
Total Minimum Crewing per shift		4	8	11	4	8	4	8	4	4	7
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr										
	SBR SSO							1			1
	SBR SO							2	1	1	2
	SBR LFF							3	1	1	2
	SBR FF							6	2	2	3
	DBR SO							4		1	
	DBR LFF										
Total Relievers							16	4	5	8	
Total minimum crewing on one shift across district		58									
Total minimum crewing on one shift across state		596									

COMMON STAFFING CHART - WESTERN DISTRICT 3 - 2025							
FS No/Station		61 Lara	62 Corio	63 Geelong City	64 Belmont	66 Ocean Grove	65 Armstrong Creek
Cmdr 10/14 Operations				1			
Pumper A	SSO	1	1	1		1	1
	SO				1	1	1
	LFF	1	1	1	1	1	1
	FF2+	1	1	1	1	1	1
	FF1	1	1	1	1	1	1
Pumper B	SSO						
	SO			1			
	LFF			1			
	FF2+			1			
	FF1			1			
Pumper Tanker	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Ultra Large Pumper	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Aerial Pumper / Teleboom	SSO						
	SO		1				
	LFF		1				
	FF2+		1				
	FF1		1				
Rescue	SO			1			
	LFF			1			
	FF2+			1			
Ladder Platform	LFF			1			
	FF			1			
Hazmat	SO	1					
	LFF	1					
	FF2+	1					
Technical Specialist Rescue	LFF			1			
	FF2+			1			
Marine	SO			1			
	LFF			1			
	FF2+			2			
Breathing Apparatus Van	SO						
	LFF		1				
Breathing Apparatus Support	FF		1				
	FF						
Transporter	LFF						
	FF						
Control Unit	LFF						
District Car	FF						
Works Officer	SO						
Watchroom	FF						
Rehabilitation Unit	FF						
FSCC							
Sub Total		7	10	19	4	4	4
Minimum crewing per District		48 + 1 Shift Commander					
Minimum crewing per shift	Cmdr			1			
	SSO	1	1	1			
	SO	1	1	3	1	1	1
	LFF	2	3	6	1	1	1
	FF2+	2	3	7	1	1	1
	FF1	1	2	2	1	1	1
Total Minimum Crewing per shift		7	10	19	4	4	4
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr				1		
	SBR SSO		2	1			
	SBR SO	3	2	7	1	1	2
	SBR LFF	2	2	4	1	1	2
	SBR FF	3	6	15	2	2	4
	DBR SO					4	
	DBR LFF		4				
Total Relievers		8	16	27	5		8
Total minimum crewing on one shift across district		49					
Total minimum crewing on one shift across state		596					



COMMON STAFFING CHART - NORTHERN DISTRICT - 2025												
FS No/Station	5 Broadmeadows	6 Pascoe vale	7 Thomastown	9 Somerton	11 Epping	12 Preston	14 Bundoora	15 Heidelberg	16 Greensborough	80 Craigieburn	81 South Morang	17 New Location
Cmdr O/C station												
Cmdr 10/14 Operations			1					1				
Pumper A	SSO							1				
	SO	1				1	1			1	1	1
	LFF									1	1	1
	FF2*	2				2	2	2		1	1	1
Pumper B	FF1	1				1	1	1		1	1	1
	SSO											
	SO						1					
	LFF											
Pumper Tanker	FF2*						2					
	FF1						1					
	SSO			1								
	SO	1	1		1	1			1			
Ultra Large Pumper	LFF											
	FF2*	2	2	2	2	2			2			
	FF1	1	1	1	1	1			1			
	SSO											
Aerial Pumper / Teleboom	SO			1								
	LFF											
	FF2*			2								
	FF1			1								
Rescue	SO			1								
	LFF											
Ladder Platform	FF2*			2								
	LFF											
Hazmat	FF											
	SO											
Technical Specialist Rescue	LFF											
	FF2*											
Marine	SO											
	LFF											
Breathing Apparatus Van	FF											
	SO											
Breathing Apparatus Support	LFF											
	FF											
Transporter	LFF											
	FF											
Control Unit	LFF											
	FF											
District Car	LFF											
	FF											
Works Officer	LFF											
	SO											
Watchroom	LFF											
	FF											
Rehabilitation Unit	LFF											
	FF											
FSCC												
Sub Total	8	4	11	4	4	4	8	4	4	4	4	4
Minimum crewing per District	63 + 1 Shift Commander											
Minimum crewing per shift	Cmdr			1								
	SSO							1				
	SO	1	1	2	1	1	1	1	1	1	1	1
	LFF	1						1		1	1	1
	FF2*	4	2	6	2	2	2	4	2	2	1	1
Total Minimum Crewing per shift	FF1	2	1	2	1	1	1	2	1	1	1	1
	FF	8	4	11	4	4	4	8	4	4	4	4
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr											
	SBR SSO											
	SBR SO									1	1	2
	SBR LFF									1	1	2
	SBR FF									2	2	4
	DBR SO									1	1	
Total Relievers	DBR LFF											
	FF									5	5	10
Total minimum crewing on one shift across district	64											
Total minimum crewing on one shift across state	596											

COMMON STAFFING CHART - EASTERN DISTRICT - 2025												
FS No/Station		19	20	22	23	25	27	28	30	32	34	35
Cmdr 10/14 Operations		Bairwyn	Box Hill	Ringwood	Burwood	Croydon	Nunawading	Vermont South	Templestowe	Eltham City	South Warrandyte	Boronid
	SSO		1				1					
Pumper A	SO				1	1			1	1	1	1
	IFF								1	1	1	1
	FF2+		2		2	2			2	1	1	1
	FFL		1		1	1			1	1	1	1
Pumper B	SSO											
	SO											
	IFF											
	FF2+											
Pumper Tanker	FFL											
	SSO			1								
	SO	1				1	1	1	2			
	IFF											
Ultra Large Pumper	FF2+	2		2		2	2	2	2			
	FFL	1		1		1	1	1	1			
	SSO											
	SO			1								
Aerial Pumper / Teleboom	IFF											
	FF2+			2								
	FFL			1								
	SSO											
Rescue	SO						1					
	IFF											
	FF2+						2					
Ladder Platform	IFF											
	FF											
	SO											
Hazmat	IFF											
	FF2+											
	SO											
Technical Specialist Rescue	IFF											
	FF2+											
	SO											
Marine	IFF											
	FF											
	SO				1							
Breathing Apparatus Van	IFF				1							
	FF											
	IFF											
Breathing Apparatus Support	FF											
	IFF											
	FF											
Transporter	IFF											
	FF											
	SO											
Control Unit	IFF											
	FF											
	SO											
Works Officer	FF											
	SO											
	FF											
Washroom	FF											
	SO											
	FF											
Rehabilitation Unit	FF											
	SO											
	FF											
FSCC												
Sub Total		4	4	8	6	8	7	4	8	4	4	4
Minimum crewing per District		B1 + 1 Shift Commander										
Minimum crewing per shift	Cmdr						1					
	SSO		1	1	1							
	SO	1		1	2	1	2	1	1	1	1	1
	IFF					1	2		1	1	1	1
	FF2+	2	2	4	2	4	4	2	4	1	1	1
FFL	1	1	2	2	2	1	1	2	1	1	1	
Total Minimum Crewing per shift		4	4	8	6	8	7	4	8	4	4	4
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr											
	SBR SSO											
	SBR SO									1	1	1
	SBR IFF									1	1	1
	SBR FF									2	2	4
	DBR SO									4		
DBR IFF												
Total Relievers										8	4	6
Total minimum crewing on one shift across district		62										
Total minimum crewing on one shift across state		596										

COMMON STAFFING CHART - SOUTHERN DISTRICT 1 - 2025										
FS No/Station		24 Glen Iris	25 Oakleigh	29 Clayton South	31 Glen Waverley	32 Ormond	33 Mentone	34 Highett	86 Rowville	89 Springvale
Cmdr 10/14 Operations			1							
Pumper A	SSO		1							
	SO	1			1	1		1	1	1
	LFF								1	1
	FF2+	2	2		2	2		2	1	1
	FF1	1	1		1	1		1	1	1
Pumper B	SSO									
	SO									
	LFF									
	FF2+									
	FF1									
Pumper Tanker	SSO							1		
	SO			1	1		1			
	LFF									
	FF2+			2	2		2	2		
	FF1			1	1		1	1		
Ultra Large Pumper	SSO									
	SO									
	LFF									
	FF2+									
	FF1									
Aerial Pumper / Teleboom	SSO									
	SO		1							
	LFF									
	FF2+		2							
	FF1		1							
Rescue	SO		1							
	LFF									
	FF2+		2							
Ladder Platform	LFF		1							
	FF		1							
Hazmat	SO									
	LFF									
	FF2+									
Technical Specialist Rescue	LFF									
	FF2+									
Marine	SO									
	LFF									
	FF									
Breathing Apparatus Van	SO									
Breathing Apparatus Support	LFF									
	FF									
Transporter	LFF									
	FF									
Control Unit	LFF									
District Car	FF									
Works Officer	SO									
Watchroom	FF									
Rehabilitation Unit	FF									
FSCC										
Sub Total		4	13	4	8	4	4	8	4	4
Minimum crewing per District		53 + 1 shift Commander								
Minimum crewing per shift	Cmdr									
	SSO		1					1		
	SO	1	2	1	1	1	1	1	1	1
	LFF		1		1			1	1	1
	FF2+	2	7	2	4	2	2	4	1	1
FF1	1	2	1	2	1	1	2	1	1	
Total Minimum Crewing per shift		4	13	4	8	4	4	8	4	4
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr									
	SBR SSO									
	SBR SO								1	1
	SBR LFF								1	1
	SBR FF								2	2
	DBR SO								4	
DBR LFF										
Total Relievers								8	4	
Total minimum crewing on one shift across district		54								
Total minimum crewing on one shift across state		596								

COMMON STAFFING CHART - SOUTHERN DISTRICT 2 - 2025									
FS No/Station		87 Dandenong	88 Hallam	90 Patterson River	91 Frankston	92 Cranbourne	93 Pakenham	94 Mornington	95 Rosebud
Cmdr 1D/14 Operations		1							
Pumper A	SSO	1	1		1				1
	SO			1		1	1	1	
	LFF	1	1	1	1	1	1	1	1
	FF2+	1	1	1	1	1	1	1	1
	FF1	1	1	1	1	1	1	1	1
Pumper B	SSO								
	SO	1							1
	LFF	1							1
	FF2+	1							1
	FF1	1							1
Pumper Tanker	SSO								
	SO								
	LFF								
	FF2+								
	FF1								
Ultra Large Pumper	SSO								
	SO								
	LFF								
	FF2+								
	FF1								
Aerial Pumper / Teleboom	SSO								
	SO				1				
	LFF				1				
	FF2+				1				
Rescue	SO	1			1				
	LFF	1							
	FF2+	1							
Ladder Platform	LFF	1							
	FF	1							
Hazmat	SO		1						
	LFF		1						
	FF2+		1						
Technical Specialist Rescue	LFF	1							
	FF2+	1							
Marine	SO								
	LFF								
	FF								
Breathing Apparatus Van	SO								
	LFF				1				
	FF				1				
Breathing Apparatus Support	LFF								
	FF								
Transporter	LFF								
	FF								
Control Unit	LFF								
District Car	FF								
Works Officer	SO								
Watchroom	FF								
Rehabilitation Unit	FF								
FSCC									
Sub Total		15	7	4	10	4	4	4	8
Minimum crewing per District		56 + 1 Shift Commander							
Minimum crewing per shift	Cmdr								
	SSO	1	1		1				1
	SO	2	1		1	1	1	1	1
	LFF	5	2		3	1	1	1	2
	FF2+	5	2		3	1	1	1	2
	FF1	2	1		2	1	1	1	2
Total Minimum Crewing per shift		15	7		10	4	4	4	8
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr	1							
	SBR SSO	1	1		1				1
	SBR SO	5	2	1	1	1	1	1	2
	SBR LFF	2	2	1		1	1	1	3
	SBR FF	12	3	2	5	2	2	2	6
	DBR SO					4	3		1
	DBR LFF	4							
Total Relievers		25	8	4	7	8	8	4	13
Total minimum crewing on one shift across district		57							
Total minimum crewing on one shift across state		596							

COMMON STAFFING CHART - NORTH WEST REGIONAL DISTRICT - 2025							
FS No./Station		67 Ballarat City	68 Lucas	70 Warrnambool	71 Portland	72 Mildura	73 Bendigo
<b>Cmdr 10/14 Operations</b>							
Pumper A	SSO	1	1	1	1	1	1
	SO						
	LFF	1	1	1	1	1	1
	FF2+	1	1	1	1	1	1
	FF1	1	1	1	1	1	1
Pumper B	SSO						
	SO	1			1		1
	LFF	1			1		1
	FF2+	1			1		1
	FF1	1			1		1
Pumper Tanker	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Ultra Large Pumper	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Aerial Pumper / Teleboom	SSO						
	SO			1		1	
	LFF			1		1	
	FF2+			1		1	
	FF1			1		1	
Rescue	SO						
	LFF						
	FF2+						
Ladder Platform	LFF	1					1
	FF	1					1
Hazmat	SO		1				
	LFF		1				
Technical Specialist Rescue	LFF			1			
	FF2+			1			
Marine	SO						
	LFF						
	FF						
Breathing Apparatus Van	SO						
	LFF	1					1
Breathing Apparatus Support	FF	1					1
	FF						
Transporter	LFF						
	FF						
Control Unit	LFF						
District Car	FF						
Works Officer	SO						
Watchroom	FF						
Rehabilitation Unit	FF						
FSCC							
<b>Sub Total</b>		<b>12</b>	<b>7</b>	<b>10</b>	<b>8</b>	<b>8</b>	<b>12</b>
<b>Minimum crewing per District</b>		<b>57</b>					
Minimum crewing per shift	Cmdr						
	SSO	1		1			1
	SO	1	1	1	2	2	1
	LFF	3	2	3	2	2	3
	FF2+	3	2	3	2	2	3
	FF1	2	2	2	2	2	2
<b>Total Minimum Crewing per shift</b>		<b>10</b>	<b>7</b>	<b>10</b>	<b>8</b>	<b>8</b>	<b>10</b>
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr						
	SBR SSO	1		1	1		1
	SBR SO	2	3	1	2	1	2
	SBR LFF	2	2	3	3	2	2
	SBR FF	10	3	5	6	4	10
	DBR SO	1	2	3		3	1
DBR LFF			1		2	4	
<b>Total Relievers</b>		<b>16</b>	<b>10</b>	<b>14</b>	<b>12</b>	<b>12</b>	<b>20</b>
<b>Total minimum crewing on one shift across district</b>		<b>57</b>					
<b>Total minimum crewing on one shift across state</b>		<b>59</b>					

COMMON STAFFING CHART - SOUTH EAST REGIONAL DISTRICT - 2025							
ES No/Station		74 Wangaratta	75 Shepparton	76 Wodonga	77 Traralgon	78 Morwell	79 Latrobe West
<b>Cmdr 10/14 Operations</b>							
Pumper A	SSO	1	1	1	1	1	1
	SO						
	LFF	1	1	1	1	1	1
	FF2+	1	1	1	1	1	1
	FF1	1	1	1	1	1	1
Pumper B	SSO						
	SO	1		1			
	LFF	1		1			
	FF2+	1		1			
	FF1	1		1			
Pumper Tanker	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Ultra Large Pumper	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Aerial Pumper / Teleboom	SSO						
	SO		1			1	
	LFF		1			1	
	FF2+		1			1	
	FF1		1			1	
Rescue	SO						
	LFF						
	FF2+						
Ladder Platform	LFF				1		
	FF				1		
Hazmat	SO		1				
	LFF		1				
	FF2+		1				
Technical Specialist Rescue	LFF	1					
	FF2+	1					
Marine	SO						
	LFF						
	FF						
Breathing Apparatus Van	SO						
	LFF						
Breathing Apparatus Support	LFF						
	FF						
Transporter	LFF						
	FF						
Control Unit	LFF						
District Car	FF						
Works Officer	SO						
Watchroom	FF						
Rehabilitation Unit	FF						
FSCC							
Sub Total		10	11	8	6	8	4
Minimum crewing per District		47					
Minimum crewing per shift	Cmdr						
	SSO	1	1	1	1	1	1
	SO	1	2	1		1	
	LFF	3	3	2	2	2	1
	FF2+	3	3	2	2	2	1
FF1	2	2	2	1	2	1	
Total Minimum Crewing per shift		10	11	8	6	8	4
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr						
	SBR SSO	1	1	1			
	SBR SO	2	3	2	1	2	1
	SBR LFF	4	4	3	2	2	1
	SBR FF	7	5	6	3	4	2
	DBR SO	4		1	1	1	1
DBR LFF						2	
Total Relievers		10	11	5	7	9	8
Total minimum crewing on one shift across district		47					
Total minimum crewing on one shift across state		596					

COMMON STAFFING CHART - CENTRAL DISTRICT - 2026												
FS No/Station		1 Eastern Hill	2 West Melbourne	3 Carlton	4 Brunswick	10 Richmond	13 Northcote	18 Hawthorn	35 Windsor	38 South Melbourne	39 Port Melbourne	50 Moonee Ponds
Cmdr 10/14 Operations		1										
Pumper A	SSO	1	1	1	1	1		1	1	1		
	SO						1	1			1	1
	LFF											
	FF2+	2	2	2	2	2	2	2	2	2	2	2
	FF1	1	1	1	1	1	1	1	1	1	1	1
Pumper B	SSO											
	SO	1	1						1	1	1	
	LFF											
	FF2+	2	2						2	2	2	
	FF1	1	1						1	1	1	
Pumper Tanker	SSO											
	SO											
	LFF											
	FF2+											
	FF1											
Ultra Large Pumper	SSO											
	SO	1										
	LFF											
	FF2+	2										
	FF1	1										
Aerial Pumper / Teleboom	SSO											
	SO					1						
	LFF											
	FF2+					2						
	FF1					1						
Marine Unit	SO										1	
	LFF											
	FF2+										2	
	FF1										1	
	SO			1								
Rescue	LFF											
	FF2+			2								
	FF1											
Ladder Platform	SO											
	LFF	1							1			
	FF	1							1			
Hazmat	SO											
	LFF											
	FF2+											
Technical Specialist Rescue	LFF											
	FF2+											
	FF1											
Breathing Apparatus Van	SO									1		
	LFF											
	FF									2		
Decontamination (HAZMAT) Unit	SO									1		
	LFF											
	FF									2		
Breathing Apparatus Support	LFF									1		
	FF									1		
	FF									1		
Transporter	LFF					2						
	FF					2						
	FF											
Control Unit	LFF	2										
	FF	1										
	FF	1										
Works Officer	SO	1										
	FF	1										
	FF	1										
Rehabilitation Unit	FF	2										
	FF	2										
	FF	2										
Sub Totals		21	8	7	4	12	4	4	10	16	12	4
Minimum crewing per District		102 + 1 Shift Commander										
Minimum crewing per shift	Cmdr											
	SSO	1	1	1	1	1	1	1	1	1		
	SO	3	1	1		1	1	1	1	3	3	1
	LFF	3				2	2	2	1	1		
	FF2+	9	4	4	2	4	2	2	5	4	6	2
FF1	5	2	1	1	4	1	1	2	7	3	1	
Total Minimum Crewing per shift		21	8	7	4	12	4	4	10	16	12	4
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr											
	SBR SSO											
	SBR SO											
	SBR LFF											
	SBR FF											
	DBR SO											
	DBR LFF											
Total Relievers												
Total minimum crewing on one shift across district		103										
FSCC		3										
Total minimum crewing on one shift across state		609										

Note: FSCC rostered per shift at locations agreed between FRV and UFU

COMMON STAFFING CHART - WESTERN DISTRICT 1 - 2026										
FS No/Station		40 Laverton	42 Newport	45 Brooklyn	46 Altona	47 Footscray	59 Derrimut	57 Tarnait	58 Point Cook	TBA New Location
Cmdr 10/14 Operations				1						
Pumper A	SSO		1			1	1			
	SO	1		1	1			1	1	1
	LFF						1	1	1	1
	FF2+	2	2	2	2	2	1	1	1	1
Pumper B	FF1	1	1	1	1	1	1	1	1	1
	SSO									
	SO									
	LFF									
Pumper Tanker	FF2+									
	FF1						2			
	SO						1			
	LFF									
Ultra Large Pumper	SSO									
	SO		1							
	LFF									
	FF2+		2							
Aerial Pumper / Teleboom	FF1		1							
	SSO									
	SO									
	LFF									
Rescue	FF2+									
	LFF									
	SO									
Ladder Platform	FF					1				
	LFF					1				
Hazmat	SO									
	LFF									
Technical Specialist Rescue	FF2+									
	LFF									
Marine	SO									
	LFF									
Breathing Apparatus Van	FF									
	SO									
Breathing Apparatus Support	LFF									
	FF									
Transporter	LFF					1				
	FF					1				
Control Unit	LFF									
District Car	FF									
Works Officer	SO									
Watchroom	FF									
Rehabilitation Unit	FF									
FSCC										
Sub Total		4	8	4	4	8	8	4	4	4
Minimum crewing per District		48 + 1 Shift Commander								
Minimum crewing per shift	Cmdr					1				
	SSO		1			1	1			
	SO	1	1	1	1		1	1	1	1
	LFF					2	4	1	1	1
	FF2+	2	4	2	2	4	4	1	1	1
	FF1	1	2	1	1	1	2	1	1	1
Total Minimum Crewing per shift		4	8	4	4	8	8	4	4	4
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr									
	SBR SSO									
	SBR SO							1	1	
	SBR LFF							1	1	2
	SBR FF							2	2	2
	DBR SO								1	4
DBR LFF							4			
Total Relievers							8	5	8	
Total minimum crewing on one shift across district		49								
Total minimum crewing on one shift across state		609								



COMMON STAFFING CHART - WESTERN DISTRICT 2 - 2026											
FS No/Station		41 St Albans	43 Deer Park	44 Sunshine	48 Taylors Lakes	51 Keilor (East)	52 Tullamarine	53 Sunbury	54 Greenvale	55 Caroline Springs	56 Melton
Cmdr 10/14 Operations				1		1		1			1
Pumper A	SSO										
	SO	1	1	1	1		1		1	1	1
	LFF							1	1	1	1
	FF2+	2	2	2	2	2	2	1	1	1	1
Pumper B	FF1	1	1	1	1	1	1	1	1	1	1
	SSO										
	SO					1		1			
	LFF							1			
Pumper Tanker	FF2+					2		1			
	FF1					1		1			
	SSO										
	SO										
Ultra Large Pumper	LFF										
	FF2+										
	FF1										
	SSO										
Aerial Pumper / Teleboom	SO			1							
	LFF										
	FF2+			2							
	FF1			1							
Rescue	SO			1							1
	LFF										1
	FF2+			2							1
Ladder Platform	LFF										
	FF										
Hazmat	SO										
	LFF										
	FF2+										
Technical Specialist Rescue	LFF										
	FF2+										
Marine	SO										
	LFF										
	FF										
Breathing Apparatus Van	SO										
	LFF										
	FF										
Breathing Apparatus Support	LFF										
	FF										
Transporter	LFF										
	FF										
Control Unit	LFF										
District Car	FF										
Works Officer	SO										
Watchroom	FF										
Rehabilitation Unit	FF										
FSCC											
Sub Total		4	4	11	4	8	4	8	4	4	7
Minimum crewing per District		58 + 1 Shift Commander									
Minimum crewing per shift	Cmdr					1					
	SSO						1				1
	SO	1	1	2	1	1	1	2	1	1	1
	LFF								1	1	2
	FF2+	2	2	6	2	4	2	4	1	1	2
	FF1	1	1	2	1	2	1	2	1	1	1
Total Minimum Crewing per shift		4	4	11	4	8	4	8	4	4	7
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr										
	SBR SSO							1			1
	SBR SO							2	1	1	2
	SBR LFF							3	1	1	2
	SBR FF							6	2	2	3
	DBR SO							4		1	
DBR LFF											
Total Relievers								16	4	5	8
Total minimum crewing on one shift across district		58									
Total minimum crewing on one shift across state		609									

COMMON STAFFING CHART - WESTERN DISTRICT 3 - 2026							
FS No/Station		61 Lara	62 Corio	63 Geelong City	64 Belmont	66 Ocean Grove	69 Armstrong Creek
Cmdr-10/14 Operations				1			
Pumper A	SSO	1	1	1			
	SO				1	1	1
	LFF	1	1	1	1	1	1
	FF2+	1	1	1	1	1	1
	FF1	1	1	1	1	1	1
Pumper B	SSO						
	SO			1			
	LFF			1			
	FF2+			1			
	FF1			1			
Pumper Tanker	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Ultra Large Pumper	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Aerial Pumper / Teleboom	SSO						
	SO		1				
	LFF		1				
	FF2+		1				
	FF1		1				
Rescue	SO			1			
	LFF			1			
	FF2+			1			
Ladder Platform	LFF			1			
	FF			1			
Hazmat	SO	1					
	LFF	1					
	FF2+	1					
Technical Specialist Rescue	LFF			1			
	FF2+			1			
Marine	SO			1			
	LFF			1			
	FF			2			
Breathing Apparatus Van	SO						
	LFF		1				
Breathing Apparatus Support	FF		1				
	LFF						
Transporter	LFF						
	FF						
Control Unit	LFF						
District Car	FF						
Works Officer	SO						
Watchroom	FF						
Rehabilitation Unit	FF	2					
FSCE							
Sub Total		9	10	19	4	4	4
Minimum crewing per District		50 + 1 Shift Commander					
Minimum crewing per shift	Cmdr			1			
	SSO	1	1	1			
	SO	1	1	3	1	1	1
	LFF	3	3	6	1	1	1
	FF2+	2	3	7	1	1	1
	FF1	2	2	2	1	1	1
Total Minimum Crewing per shift		9	10	19	4	4	4
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr				1		
	SBR SSO		2	1			
	SBR SO	3	2	5	1	1	2
	SBR LFF	3	2	2	1	1	2
	SBR FF	4	6	11	2	2	4
	DBR SO					4	
Total Relievers		10	16	19	5	4	8
Total minimum crewing on one shift across district		51					
Total minimum crewing on one shift across state		609					

COMMON STAFFING CHART - NORTHERN DISTRICT - 2025													
FS No/Station		5 Broadmeadows	6 Pascoe vale	7 Thomastown	9 Somerton	11 Epping	12 Preston	14 Bundoora	15 Heidelberg	16 Greensborough	80 Craigieburn	81 South Morang	17 New Location
Cmdr 10/14 Operations	SSO			1					1				
Pumper A	SO	1					1	1			1	1	1
	LFF										1	1	1
	FF2+	2					2	2	2		1	1	1
	FF1	1					1	1	1		1	1	1
Pumper B	SSO							1					
	SO												
	LFF												
	FF2+							2					
Pumper Tanker	FF1						1						
	SSO			1									
	SO	1	1		1	1				1			
	LFF												
Ultra Large Pumper	FF2+	2	2	2	2	2				2			
	FF1	1	1	1	1	1				1			
	SSO												
	SO												
Aerial Pumper / Teleboom	LFF												
	FF2+			1									
	FF1			2									
	SO			1									
Rescue	LFF												
	FF2+			2									
	SO			1									
Ladder Platform	LFF												
	FF												
Hazmat	SO												
	LFF												
	FF2+												
Technical Specialist Rescue	LFF												
	FF2+												
Marine	SO												
	LFF												
	FF												
Breathing Apparatus Van	SO												
	LFF												
Breathing Apparatus Support	FF												
	LFF												
Transporter	LFF												
	FF												
Control Unit	LFF												
District Car	FF												
Works Officer	SO												
Watchroom	FF												
Rehabilitation Unit	FF												
FSCC													
Sub Total		8	4	11	4	4	4	8	4	4	4	4	4
Minimum crewing per District		63 + 1 Shift Commander											
Minimum crewing per shift	Cmdr					1							
	SSO			1					1				
	SO	1	1	2	1	1	1	1		1	1	1	1
	LFF	1						1			1	1	1
	FF2+	4	2	6	2	2	2	4	2	2	1	1	1
Total Minimum Crewing per shift	FF1	2	1	2	1	1	1	2	1	1	1	1	1
	FF	8	4	11	4	4	4	8	4	4	4	4	4
Relievers - District Based Relievers (DBR and (Station Based Relievers)	Cmdr												
	SBR SSO												
	SBR SO										1	1	2
	SBR LFF										1	1	2
	SBR FF										2	2	2
	DBR SO										1	1	
Total Relievers	DBR LFF												
											5	5	8
Total minimum crewing on one shift across district		64											
Total minimum crewing on one shift across state		609											

COMMON STAFFING CHART - EASTERN DISTRICT - 2026												
FS No/Station		19 Balwyn	20 Box Hill	22 Ringwood	23 Burwood	26 Croydon	27 Nunawading	28 Vermont South	30 Templestowe	82 Ethan City	84 South Warrandyte	85 Boronia
Cmdr 10/14 Operations	SSO		1				1					
Pumper A	SO				1	1			1	1	1	1
	LFF									1	1	1
	FF2+		2		2	2			2	1	1	1
	FF1		1		1	1			1	1	1	1
Pumper B	SSO											
	SO											
	LFF											
	FF2+											
Pumper Tanker	FF1											
	SSO			1								
	SO	1				1	1	1	1			
	LFF											
Ultra Large Pumper	FF2+	2		2		2	2	2	2			
	FF1	1		1		1	1	1	1			
	SSO											
	SO											
Aerial Pumper / Teleboom	LFF											
	FF2+											
	FF1											
	SSO			1								
Rescue	SO						1					
	LFF											
	FF2+						2					
Ladder Platform	LFF											
	FF											
Hazmat	SO											
	LFF											
	FF2+											
Technical Specialist Rescue	LFF											
	FF2+											
Marine	SO											
	LFF											
	FF											
Breathing Apparatus Van	SO				1							
	LFF											
	FF				1							
Breathing Apparatus Support	LFF											
	FF											
Transporter	LFF											
	FF											
Control Unit	LFF											
District Car	FF											
Works Officer	SO											
Watchroom	FF											
Rehabilitation Unit	FF											
FSCC												
Sub Total		4	4	8	6	8	7	4	8	4	4	4
Minimum crewing per District		61 + 1 Shift Commander										
Minimum crewing per shift	Cmdr						1					
	SSO		1	1								
	SO	1		1	2	1	2	1	1	1	1	1
	LFF					1			1	1	1	1
	FF2+	2	2	4	2	4	4	2	4	1	1	1
FF1	1	1	2	2	2	1	1	2	1	1	1	
Total Minimum Crewing per shift		4	4	8	6	8	7	4	8	4	4	4
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr											
	SBR SSO											
	SBR SO									1	1	1
	SBR LFF									1	1	1
	SBR FF									2	2	4
	DBR SO									4		
DBR LFF												
Total Relievers									8	4	6	
Total minimum crewing on one shift across district		62										
Total minimum crewing on one shift across state		609										

COMMON STAFFING CHART - SOUTHERN DISTRICT 1 - 2026										
FS No/Station		24 Glen Iris	25 Oakleigh	29 Clayton South	31 Glen Waverley	32 Ormond	33 Mentone	34 Highett	86 Rowville	89 Springvale
Cmdr 10/14 Operations			1							
Pumper A	SSO		1							
	SO	1			1	1		1	1	1
	LFF								1	1
	FF2+	2	2		2	2		2	1	1
	FF1	1	1		1	1		1	1	1
Pumper B	SSO									
	SO									
	LFF									
	FF2+									
	FF1									
Pumper Tanker	SSO							1		
	SO			1	1		1			
	LFF									
	FF2+			2	2		2	2		
	FF1			1	1		1	1		
Ultra Large Pumper	SSO									
	SO									
	LFF									
	FF2+									
	FF1									
Aerial Pumper / Teleboom	SSO									
	SO		1							
	LFF									
	FF2+		2							
Rescue	FF1		1							
	SO		1							
	LFF									
Ladder Platform	FF2+		2							
	LFF		1							
Hazmat	FF		1							
	SO									
Technical Specialist Rescue	LFF									
	FF2+									
Marine	SO									
	LFF									
	FF									
Breathing Apparatus Van	SO									
	LFF									
Breathing Apparatus Support	FF									
	LFF									
Transporter	FF									
	LFF									
Control Unit	LFF									
District Car	FF									
Works Officer	SO									
Watchroom	FF									
Rehabilitation Unit	FF								2	
ESCC										
Sub Total		4	13	4	8	4	4	8	6	4
Minimum crewing per District		55 + 1 shift Commander								
Minimum crewing per shift	Cmdr									
	SSO		1					1		
	SO	1	2	1	1	1	1	1	1	1
	LFF		1		1			1	2	1
	FF2+	2	5	2	4	2	2	4	1	1
	FF1	1	4	1	2	1	1	2	2	1
Total Minimum Crewing per shift		4	13	4	8	4	4	8	6	4
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr									
	SBR SSO									
	SBR SO								1	1
	SBR LFF								3	1
	SBR FF								4	2
	DBR SO								4	
DBR LFF										
Total Relievers									12	4
Total minimum crewing on one shift across district		56								
Total minimum crewing on one shift across state		609								

COMMON STAFFING CHART - SOUTHERN DISTRICT 2 - 2026										
FS No/Station		87 Dandenong	88 Hallam	90 Patterson River	91 Frankston	92 Cranbourne	93 Pakenham	94 Marrington	95 Rosebud	97 New Location
Cmdr 10/14 Operations		1								
Pumper A	SSO	1	1		1				1	
	SO			1		1	1	1		1
	LFF	1	1	1	1	1	1	1	1	1
	FF2+	1	1	1	1	1	1	1	1	1
Pumper B	FF1	1	1	1	1	1	1	1	1	1
	SSO									
	SO	1							1	
	LFF	1							1	
Pumper Tanker	FF2+	1							1	
	FF1	1							1	
	SSO									
	SO									
Ultra Large Pumper	LFF									
	FF2+									
	FF1									
	SSO									
Aerial Pumper / Teleboom	SO				1					
	LFF				1					
	FF2+				1					
	FF1				1					
Rescue	SO	1								
	LFF	1								
	FF2+	1								
Ladder Platform	LFF	1								
	FF	1								
Hazmat	SO		1							
	LFF		1							
	FF2+		1							
Technical Specialist Rescue	LFF	1								
	FF2+	1								
Marine	SO									
	LFF									
	FF									
Breathing Apparatus Van	SO									
	LFF									
	FF									
Breathing Apparatus Support	LFF				1					
	FF				1					
Transporter	LFF									
	FF									
Control Unit	LFF									
District Car	FF									
Works Officer	SO									
Watchroom	FF									
Rehabilitation Unit	FF									
FSCC										
Sub Total		15	7	4	10	4	4	4	8	4
Minimum crewing per District		60 +1 Shift Commander								
Minimum crewing per shift	Cmdr									
	SSO	1	1		1				1	
	SO	2	1	1	1	1	1	1	1	1
	LFF	5	2	1	3	1	1	1	2	1
	FF2+	5	2	1	3	1	1	1	2	1
FF1	2	1	1	2	1	1	1	2	1	
Total Minimum Crewing per shift		15	7	4	10	4	4	4	8	4
Relievers – District Based Relievers (DBR) and (Station Based Relievers)	Cmdr	1								
	SBR SSO	1	1		1					1
	SBR SO	5	2	1	1	1	1	1	2	2
	SBR LFF	2	2	1		1	1	1	3	2
	SBR FF	12	3	2	5	2	2	2	6	4
	DBR SO					4	4			1
DBR LFF	4									
Total Relievers		25	8	4	7	8	8	4	13	8
Total minimum crewing on one shift across district		61								
Total minimum crewing on one shift across state		509								

COMMON STAFFING CHART - NORTH WEST REGIONAL DISTRICT - 2026							
FS No/Station		67 Ballarat City	68 Lucas	70 Warrnambool	71 Portland	72 Mildura	73 Bendigo
<b>Cmdr 10/14 Operations</b>							
Pumper A	SSO	1	1	1	1	1	1
	SO						
	LFF	1	1	1	1	1	1
	FF2+	1	1	1	1	1	1
	FF1	1	1	1	1	1	1
Pumper B	SSO						
	SO	1			1		1
	LFF	1			1		1
	FF2+	1			1		1
	FF1	1			1		1
Pumper Tanker	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Ultra Large Pumper	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Aerial Pumper / Teleboom	SSO						
	SO			1		1	
	LFF			1		1	
	FF2+			1		1	
	FF1			1		1	
Rescue	SO						
	LFF						
	FF2+						
Ladder Platform	LFF	1					1
	FF	1					1
Hazmat	SO		1				
	LFF		1				
	FF2+		1				
Technical Specialist Rescue	LFF			1			
	FF2+			1			
Marine	SO						
	LFF						
	FF						
Breathing Apparatus Van	SO	1					1
	LFF	1					1
	FF						
Breathing Apparatus Support	LFF						
	FF						
Transporter	LFF						
	FF						
Control Unit	LFF						
District Car	FF						
Works Officer	SO						
Watchroom	FF						
Rehabilitation Unit	FF						
\$SCC							
<b>Sub Total</b>		<b>12</b>	<b>7</b>	<b>10</b>	<b>8</b>	<b>8</b>	<b>12</b>
<b>Minimum crewing per District</b>				<b>57</b>			
<b>Minimum crewing per shift</b>	Cmdr						
	SSO	1	1	1			1
	SO	1	1	1	2	2	1
	LFF	4	2	3	2	2	4
	FF2+	4	2	3	2	2	4
	FF1	2	1	2	2	2	2
<b>Total Minimum Crewing per shift</b>		<b>12</b>	<b>7</b>	<b>10</b>	<b>8</b>	<b>8</b>	<b>12</b>
<b>Relievers - District Based Relievers (DBR) and (Station Based Relievers)</b>	Cmdr						
	SBR SSO	1		1	1		1
	SBR SO	2	3	1	2	1	2
	SBR LFF	2	2	3	3	2	2
	SBR FF	10	3	5	6	4	10
	DBR SO	1	2	3		3	1
DBR LFF			1		2	4	
<b>Total Relievers</b>		<b>16</b>	<b>10</b>	<b>14</b>	<b>12</b>	<b>12</b>	<b>20</b>
<b>Total minimum crewing on one shift across district</b>				<b>57</b>			
<b>Total minimum crewing on one shift across state</b>				<b>609</b>			

COMMON STAFFING CHART - SOUTH EAST REGIONAL DISTRICT - 2026							
ES No/Station		74 Wangaratta	75 Shepparton	76 Wodonga	77 Traralgon	78 Morwell	79 Latrobe West
<b>Cmdr 10/14 Operations</b>							
Pumper A	SSO	1	1	1	1	1	1
	SO						
	LFF	1	1	1	1	1	1
	FFZ+	1	1	1	1	1	1
	FF1	1	1	1	1	1	1
Pumper B	SSO						
	SO	1		1			
	LFF	1		1			
	FFZ+	1		1			
	FF1	1		1			
Pumper Tanker	SSO						
	SO						
	LFF						
	FFZ+						
	FF1						
Ultra Large Pumper	SSO						
	SO						
	LFF						
	FFZ+						
	FF1						
Aerial Pumper / Teleboom	SSO						
	SO		1			1	
	LFF		1			1	
	FFZ+		1			1	
	FF1		1			1	
Rescue	SO						
	LFF						
	FFZ+						
Ladder Platform	LFF				1		
	FF				1		
Hazmat	SO		1				
	LFF		1				
	FFZ+		1				
Technical Specialist Rescue	LFF	1					
	FFZ+	1					
Marine	SO						
	LFF						
	FF						
Breathing Apparatus Van	SO						
	LFF						
	FF						
Breathing Apparatus Support	LFF						
	FF						
Transporter	LFF						
	FF						
Control Unit	LFF						
District Car	FF						
Works Officer	SO						
Watchroom	FF						
Rehabilitation Unit	FF						
FSCC							
Sub Total		10	11	8	6	8	4
Minimum crewing per District		47					
Minimum crewing per shift	Cmdr						
	SSO	1	1	1	1	1	1
	SO	1	2	1		1	
	LFF	3	3	2	2	2	1
	FFZ+	3	3	2	2	2	1
	FF1	2	2	2	1	2	1
Total Minimum Crewing per shift		10	11	8	6	8	4
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr						
	SBR SSO	1	1	1			
	SBR SO	2	3	2	1	2	1
	SBR LFF	4	4	3	2	2	1
	SBR FF	7	5	6	3	4	2
	DBR SO	4		1	1	1	2
DBR LFF						2	
Total Relievers		10	11	5	7	9	8
Total minimum crewing on one shift across district		47					
Total minimum crewing on one shift across state		609					



COMMON STAFFING CHART - CENTRAL DISTRICT - 2027												
FS No/Station		1 Eastern Hill	2 West Melbourne	3 Carlton	4 Brunswick	10 Richmond	13 Northcote	18 Hawthorn	35 Windsor	38 South Melbourne	39 Port Melbourne	50 Moonee Ponds
Cmdr 10/14 Operations	SSO	1										
Pumper A	SO		1	1	1	1			1	1		1
	LFF						1	1			1	
	FFZ+	2	2	2	2	2	2	2	2	2	2	2
	FF1	1	1	1	1	1	1	1	1	1	1	1
Pumper B	SSO											
	SO	1	1						1	1	1	
	LFF											
	FFZ+	2	2						2	2	2	
Pumper Tanker	FF1	1	1						1	1	1	
	SSO											
	SO											
	LFF											
Ultra Large Pumper	FFZ+											
	FF1											
	SSO											
	SO	1										
Aerial Pumper / Teleboom	LFF											
	FFZ+	2										
	FF1	1										
	SSO											
Marine Unit	SO					1						1
	LFF											
	FFZ+											2
	FF1											1
Rescue	SO			1								
	LFF											
	FFZ+			2								
Ladder Platform	LFF	1							1			
	FF	1							1			
Hazmat	SO											
	LFF											
	FFZ+											
Technical Specialist Rescue	LFF											
	FFZ+											
Breathing Apparatus Van	SO									1		
	LFF											
	FF									2		
Decontamination (HAZMAT) Unit	SO									1		
	LFF											
	FF									2		
Breathing Apparatus Support	LFF									1		
	FF											
	LFF											
Transporter	FF					2						
	LFF					2						
Control Unit	LFF	2										
District Car	FF	1										
Works Officer	SO	1										
Watchroom	FF	1										
Rehabilitation Unit	FF	2										
Sub Totals		21	8	7	4	12	4	4	10	16	12	4
Minimum crewing per District		102 + 1 Shift Commander										
Minimum crewing per shift	Cmdr	1										
	SSO	1	1	1	1	1			1	1		
	SO	3	1	1		1	1	1	1	3	3	1
	LFF	3				2	2	2	1	1		
	FFZ+	8	4	4	2	4	2	2	5	4	6	2
FF1	6	2	1	1	4	1	1	2	7	3	1	
Total Minimum Crewing per shift		21	8	7	4	12	4	4	10	16	12	4
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr											
	SBR SSO											
	SBR SO											
	SBR LFF											
	SBR FF											
Total Relievers	DBR SO											
	DBR LFF											
Total minimum crewing on one shift across district		103										
FSCC		3										
Total minimum crewing on one shift across state		617										

Note: FSCC rostered per shift at locations agreed between FRV and UFU

COMMON STAFFING CHART - WESTERN DISTRICT 1 - 2027										
FS No/Station		40 Laverton	42 Newport	45 Brooklyn	46 Altona	47 Footscray	59 Derrimut	57 Tarneit	58 Point Cook	TBA New Location
Cmdr 10/14 Operations				1						
Pumper A	SSO		1			1	1			
	SO	1		1	1			1	1	1
	LFF							1	1	1
	FF2+	2	2	2	2	2	2	1	1	1
	FF1	1	1	1	1	1	1	1	1	1
Pumper B	SSO									
	SO									
	LFF									
	FF2+									
	FF1									
Pumper Tanker	SSO									
	SO						1			
	LFF									
	FF2+						2			
	FF1						1			
Ultra Large Pumper	SSO									
	SO		1							
	LFF									
	FF2+		2							
	FF1		1							
Aerial Pumper / Teleboom	SSO									
	SO									
	LFF									
	FF2+									
	FF1									
Rescue	SO									
	LFF									
	FF2+									
Ladder Platform	LFF					1				
	FF					1				
Hazmat	SO									
	LFF									
	FF2+									
Technical Specialist Rescue	LFF									
	FF2+									
Marine	SO									
	LFF									
	FF									
Breathing Apparatus Van	SO									
	LFF									
	FF									
Breathing Apparatus Support	LFF									
	FF									
Transporter	LFF					1				
	FF					1				
Control Unit	LFF									
District Car	FF									
Works Officer	SO									
Watchroom	FF									
Rehabilitation Unit	FF									
FSCC										
Sub Total		4	8	4	4	8	8	4	4	4
Minimum crewing per District		48 + 1 Shift Commander								
Minimum crewing per shift	Cmdr					1				
	SSO		1			1	1			
	SO	1	1	1	1		1	1	1	1
	LFF					2		1	1	1
	FF2+	2	4	2	2	4	4	1	1	1
Total Minimum Crewing per shift	FF1	1	2	1	1	1	2	1	1	1
		4	8	4	4	8	8	4	4	4
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr									
	SBR SSO									
	SBR SO							1	1	
	SBR LFF							1	1	2
	SBR FF							2	2	2
	DBR SO								1	4
Total Relievers	DBR LFF							4		
								8	5	8
Total minimum crewing on one shift across district		49								
Total minimum crewing on one shift across state		617								

COMMON STAFFING CHART - WESTERN DISTRICT 2 - 2027											
ES No/Station		41 St Albans	43 Deer Park	44 Sunshine	48 Taylors Lakes	51 Keilor (East)	52 Tullamarine	53 Sunbury	54 Greenvale	55 Caroline Springs	56 Melton
Cmdr 10/14 Operations	SSO			1		1		1			1
Pumper A	SO	1	1	1	1		1		1	1	1
	LFF							1	1	1	1
	FF2+	2	2	2	2	2	2	1	1	1	1
	FF1	1	1	1	1	1	1	1	1	1	1
Pumper B	SSO										
	SO					1		1			
	LFF							1			
	FF2+					2		1			
Pumper Tanker	FF1					1		1			
	SSO										
	SO										
	LFF										
Ultra Large Pumper	FF2+										
	FF1										
	SSO										
	SO										
Aerial Pumper / Teleboom	LFF										
	FF2+										
	FF1				1						
	SSO										
Rescue	SO										1
	LFF										1
	FF2+			2							1
Ladder Platform	LFF										
	FF										
Hazmat	SO										
	LFF										
Technical Specialist Rescue	FF2+										
	LFF										
Marine	FF2+										
	SO										
	LFF										
Breathing Apparatus Van	FF										
	SO										
Breathing Apparatus Support	LFF										
	FF										
Transporter	LFF										
Control Unit	FF										
District Car	LFF										
Works Officer	FF										
Watchroom	SO										
Rehabilitation Unit	FF										
FSCC											
Sub Total		4	4	11	4	8	4	8	4	4	7
Minimum crewing per District		58 + 1 Shift Commander									
Minimum crewing per shift	Cmdr	1									
	SSO			1		1		1			1
	SO	1	1	2	1	1	1	1	1	1	1
	LFF							2	1	1	2
	FF2+	2	2	6	2	4	2	2	1	1	2
	FF1	1	1	2	1	2	1	2	1	1	1
Total Minimum Crewing per shift		4	4	11	4	8	4	8	4	4	7
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr										
	SBR SSO							1			1
	SBR SO							2	1	1	2
	SBR LFF							3	1	1	2
	SBR FF							6	2	2	3
	DBR SO							4		1	
DBR LFF											
Total Relievers								16	4	5	8
Total minimum crewing on one shift across district		58									
Total minimum crewing on one shift across state		617									

COMMON STAFFING CHART - WESTERN DISTRICT 3 - 2027							
FS No/Station		61 Lara	62 Corio	63 Geelong City	64 Belmont	66 Ocean Grove	68 Armstrong Creek
Cmdr 10/14 Operations				1			
Pumper A	SSO	1	1	1			
	SO				1	1	1
	LFF	1	1	1	1	1	1
	FF2+	1	1	1	1	1	1
	FF1	1	1	1	1	1	1
Pumper B	SSO						
	SO			1			
	LFF			1			
	FF2+			1			
Pumper Tanker	FF1			1			
	SSO						
	SO						
	LFF						
Ultra Large Pumper	FF2+						
	FF1						
	SSO						
	SO						
	LFF						
Aerial Pumper / Teleboom	FF2+						
	FF1		1				
	LFF		1				
	SO		1				
Rescue	FF1			1			
	LFF			1			
	FF2+			1			
Ladder Platform	LFF			1			
	FF			1			
Hazmat	SO	1					
	LFF	1					
	FF2+	1					
Technical Specialist Rescue	LFF			1			
	FF2+			1			
Marine	SO			1			
	LFF			1			
	FF			2			
Breathing Apparatus Van	SO						
	LFF		1				
Breathing Apparatus Support	FF		1				
	LFF						
Transporter	FF						
	LFF						
Control Unit	LFF						
District Car	FF						
Works Officer	SO						
Watchroom	FF						
Rehabilitation Unit	FF	2					
FSCC							
Sub Total		9	10	18	4	4	4
Minimum crewing per District		50 + 1 Shift Commander					
Minimum crewing per shift	Cmdr			1			
	SSO	1	1	1			
	SO	1	1	3	1	1	1
	LFF	3	3	6	1	1	1
	FF2+	2	3	7	1	1	1
	FF1	2	2	2	1	1	1
Total Minimum Crewing per shift		9	10	19	4	4	4
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr			1			
	SBR SSO		2	1			
	SBR SO	3	2	5	1	1	2
	SBR LFF	3	2	2	1	1	2
	SBR FF	4	6	11	2	2	4
	DBR SO					4	
DBR LFF		4					
Total Relievers		10	16	19	5		8
Total minimum crewing on one shift across district		51					
Total minimum crewing on one shift across state		617					

COMMON STAFFING CHART - NORTHERN DISTRICT - 2027													
FS No/Station		5 Broadmeadows	6 Pascoe vale	7 Thomastown	9 Somerton	11 Epping	12 Preston	14 Bundoora	15 Heidelberg	16 Greensborough	80 Craigieburn	81 South Morang	17 New Location
Cmdr 10/14 Operations	SSO			1					1				
Pumper A	SO	1					1	1			1	1	1
	LFF										1	1	1
	FF2+	2					2	2	2		1	1	1
	FF1	1					1	1	1		1	1	1
	SSO												
Pumper B	SO							1					
	LFF												
	FF2+							2					
	FF1							1					
	SSO			1									
Pumper Tanker	SO	1	1		1	1				1			
	LFF												
	FF2+	2	2	2	2	2				2			
	FF1	1	1	1	1	1				1			
	SSO												
Ultra Large Pumper	SO												
	LFF												
	FF2+												
	FF1												
	SSO												
Aerial Pumper / Teleboom	SO			1									
	LFF												
	FF2+			2									
	FF1			1									
	SSO												
Rescue	SO			1									
	LFF												
	FF2+			2									
Ladder Platform	LFF												
	FF												
Hazmat	SO												
	LFF												
	FF2+												
Technical Specialist Rescue	LFF												
	FF2+												
Marine	SO												
	LFF												
Breathing Apparatus Van	SO												
	LFF												
Breathing Apparatus Support	FF												
	LFF												
Transporter	LFF												
	FF												
Control Unit	LFF												
District Car	FF												
Works Officer	SO												
Watchroom	FF												
Rehabilitation Unit	FF												
SSC													
Sub Total		8	4	11	4	4	4	8	4	4	4	4	4
Minimum crewing per District		63 + 1 Shift Commander											
Minimum crewing per shift	Cmdr			1					1				
	SSO												
	SO	1	1	2	1	1	1	1	1	1	1	1	1
	LFF	1						1			1	1	1
	FF2+	4	2	6	2	2	2	4	2	2	1	1	1
	FF1	2	1	2	1	1	1	2	1	1	1	1	1
Total Minimum Crewing per shift		8	4	11	4	4	4	8	4	4	4	4	4
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr												
	SBR SSO												
	SBR SO										1	1	1
	SBR LFF										1	1	1
	SBR FF										2	2	2
	DBR SO										1	1	1
DBR LFF													
Total Relievers										5	5	5	5
Total minimum crewing on one shift across district		64											
Total minimum crewing on one shift across state		617											

COMMON STAFFING CHART - EASTERN DISTRICT - 2027												
FS No/Station		19 Balwyn	20 Box Hill	22 Ringwood	23 Burwood	26 Croydon	27 Nunawading	28 Vermont South	30 Templestowe	82 Eltham City	84 South Warrandyte	85 Boronia
Cmdr 10/14 Operations							1					
Pumper A	SSO		1									
	SO				1	1			1		1	1
	LFF									1	1	1
	FF2+				2	2			2	1	1	1
	FF1		1		1	1			1	1	1	1
Pumper B	SSO											
	SO											
	LFF											
	FF2+											
	FF1											
Pumper Tanker	SSO			1								
	SO	1				1	1	1	1			
	LFF											
	FF2+	2		2		2	2	2	2			
	FF1	1		1		1	1	1	1			
Ultra Large Pumper	SSO											
	SO											
	LFF											
	FF2+											
	FF1											
Aerial Pumper / Teleboom	SSO											
	SO			1								
	LFF											
	FF2+			1								
	FF1			1								
Rescue	SO						1					
	LFF											
	FF2+						2					
Ladder Platform	LSF											
	FF											
	SO											
Hazmat	LFF											
	FF2+											
	LFF											
Technical Specialist Rescue	LFF											
	FF2+											
	SO											
Marine	LFF											
	FF											
	SO				1							
Breathing Apparatus Van	LFF											
	FF				1							
	LFF											
Breathing Apparatus Support	LFF											
	FF											
Transporter	LFF											
	FF											
Control Unit	LFF											
District Car	FF											
Works Officer	SO											
Watchroom	FF											
Rehabilitation Unit	FF											
FSCC												
Sub Total		4	4	8	6	8	7	4	8	4	4	4
Minimum crewing per District		61 + 1 Shift Commander										
Minimum crewing per shift	Cmdr						1					
	SSO		1	1								
	SO	1		1	1	2	2	1	1	1	1	1
	LFF								1	1	1	1
	FF2+	2	2	4	2	4	4	2	4	1	1	1
	FF1	1	1	2	2	2	2	1	2	1	1	1
Total Minimum Crewing per shift		4	4	8	6	8	7	4	8	4	4	4
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr											
	SBR SSO											
	SBR SO									1	1	1
	SBR LFF									1	1	1
	SBR FF									1	1	1
	DBR SO									4	4	4
DBR LFF												
Total Relievers										8	4	6
Total minimum crewing on one shift across district		62										
Total minimum crewing on one shift across state		617										

COMMON STAFFING CHART - SOUTHERN DISTRICT 1 - 2027										
FS No/Station		24 Glen Iris	25 Oakleigh	29 Clayton South	31 Glen Waverley	32 Ormond	33 Mentone	34 Highett	86 Rowville	89 Springvale
Cmdr 10/14 Operations			1							
Pumper A	SSO		1							
	SO	1			1	1		1	1	1
	LFF								1	1
	FF2+	2	2		2	2		2	1	1
	FF1	1	1		1	1		1	1	1
Pumper B	SSO									
	SO									
	LFF									
	FF2+									
	FF1									
Pumper Tanker	SSO							1		
	SO			1	1		1			
	LFF									
	FF2+			2	2		2	2		
	FF1			1	1		1	1		
Ultra Large Pumper	SSO									
	SO									
	LFF									
	FF2+									
	FF1									
Aerial Pumper / Teleboom	SSO									
	SO		1							
	LFF									
	FF2+		2							
	FF1		1							
Rescue	SO		1							
	LFF									
	FF2+		2							
Ladder Platform	LFF		1							
	FF		1							
Hazmat	SO									
	LFF									
	FF2+									
Technical Specialist Rescue	LFF									
	FF2+									
Marine	SO									
	LFF									
	FF									
Breathing Apparatus Van	SO									
	LFF									
Breathing Apparatus Support	FF									
	LFF									
Transporter	LFF									
	FF									
Control Unit	LFF									
District Car	FF									
Works Officer	SO									
Watchroom	FF									
Rehabilitation Unit	FF								2	
FSCC										
Sub Total		4	13	4	8	4	4	8	6	4
Minimum crewing per District		55 = 1 shift Commander								
Minimum crewing per shift	Cmdr									
	SSO		1					1		
	SO	1	2	1	1	1	1	1	1	1
	LFF		1		1			1	2	1
	FF2+	2	7	2	4	2	2	4	1	1
Total Minimum Crewing per shift	FF1	1	2	1	2	1	1	2	2	1
		4	13	4	8	4	4	8	6	4
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr									
	SBR SSO									
	SBR SO								1	1
	SBR LFF								3	1
	SBR FF								4	2
	DBR SO								4	
DBR LFF										
Total Relievers									12	4
Total minimum crewing on one shift across district		56								
Total minimum crewing on one shift across state		617								

COMMON STAFFING CHART - SOUTHERN DISTRICT 2 - 2027										
FS No/Station		87 Dandenong	88 Hallam	90 Patterson River	91 Frankston	92 Cranbourne	93 Pakenham	94 Mornington	95 Rosebud	97 New Location
Cmdr 10/14 Operations		1								
Pumper A	SSO	1	1		1				1	
	SO			1		1	1	1		1
	LFF	1	1	1	1	1	1	1	1	1
	FF2+	1	1	1	1	1	1	1	1	1
Pumper B	FF1	1	1	1	1	1	1	1	1	1
	SSO									
	SO	1							1	
	LFF	1							1	
Pumper Tanker	FF2+	1							1	
	FF1	1							1	
	SSO									
	SO									
Ultra Large Pumper	LFF									
	FF2+									
	FF1									
	SSO									
Aerial Pumper / Teleboom	SO				1					
	LFF				1					
	FF2+				1					
	FF1				1					
Rescue	SO	1								
	LFF	1								
	FF2+	1								
Ladder Platform	LFF	1								
	FF	1								
Hazmat	SO		1							
	LFF		1							
	FF2+		1							
Technical Specialist Rescue	LFF	1								
	FF2+	1								
Marine	SO									
	LFF									
	FF									
Breathing Apparatus Van	SO									
	LFF									
Breathing Apparatus Support	FF									
	LFF				1					
Transporter	FF				1					
	LFF									
Control Unit	LFF									
District Car	FF									
Works Officer	SO									
Watchroom	FF									
Rehabilitation Unit	FF									
FSCC										
Sub Total		15	7	4	10	4	4	4	8	4
Minimum crewing per District		60 +1 Shift Commander								
Minimum crewing per shift	Cmdr									
	SSO	1	1		1				1	
	SO	2	1	1	1	1	1	1	1	1
	LFF	5	2	1	3	1	1	1	1	1
	FF2+	5	2	1	3	1	1	1	1	1
	FF1	2	1	1	2	1	1	1	1	1
Total Minimum Crewing per shift		15	7	4	10	4	4	4	8	4
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr	1								
	SBR SSO	1	1		1				1	
	SBR SO	5	2	1	1	1	1	1	1	1
	SBR LFF	2	2	1	1	1	1	1	1	1
	SBR FF	12	3	2	5	2	2	2	2	2
	DBR SO					4	4		1	
DBR LFF	4									
Total Relievers		25	8	4	7	8	8	4	13	8
Total minimum crewing on one shift across district		61								
Total minimum crewing on one shift across state		517								

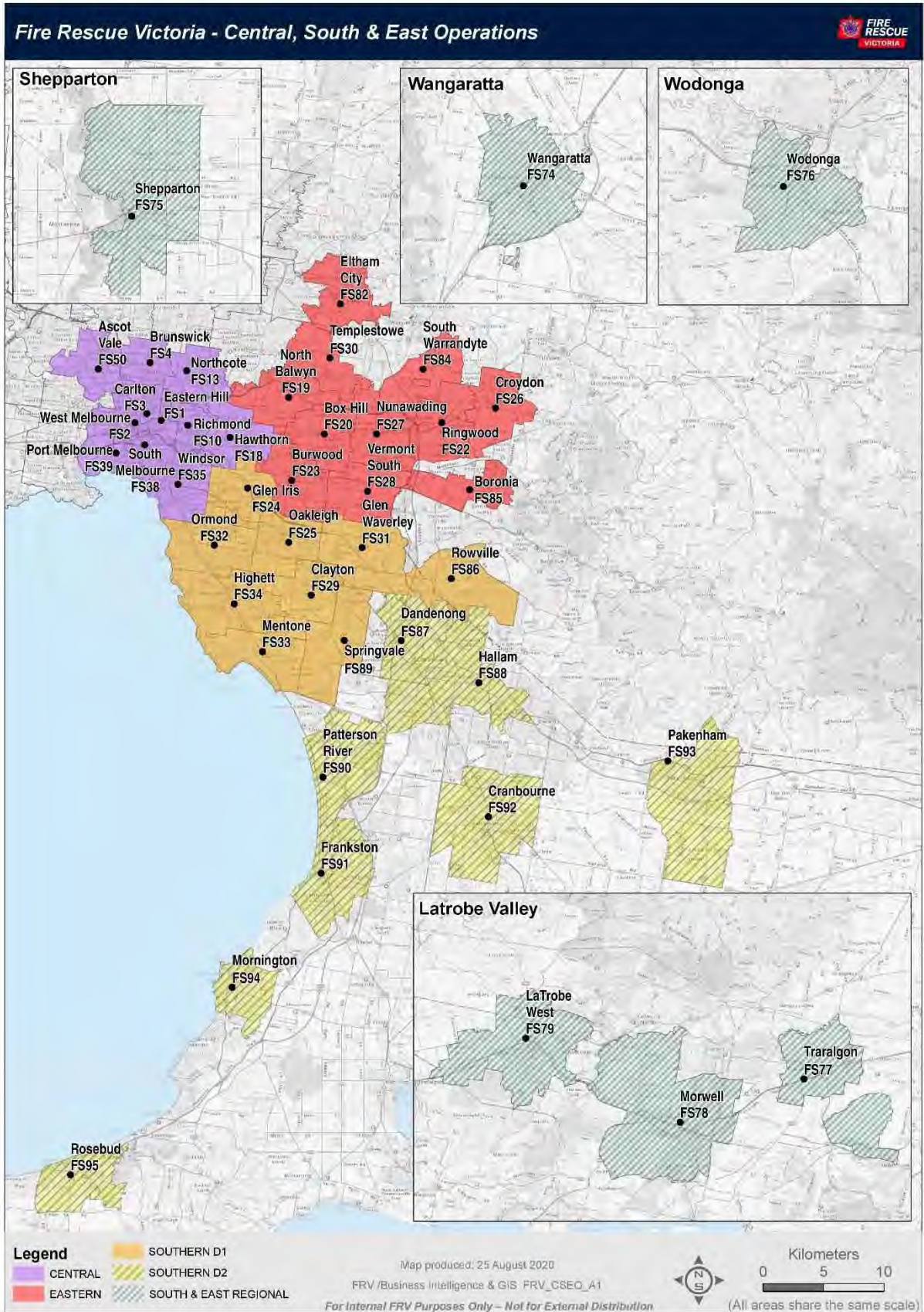


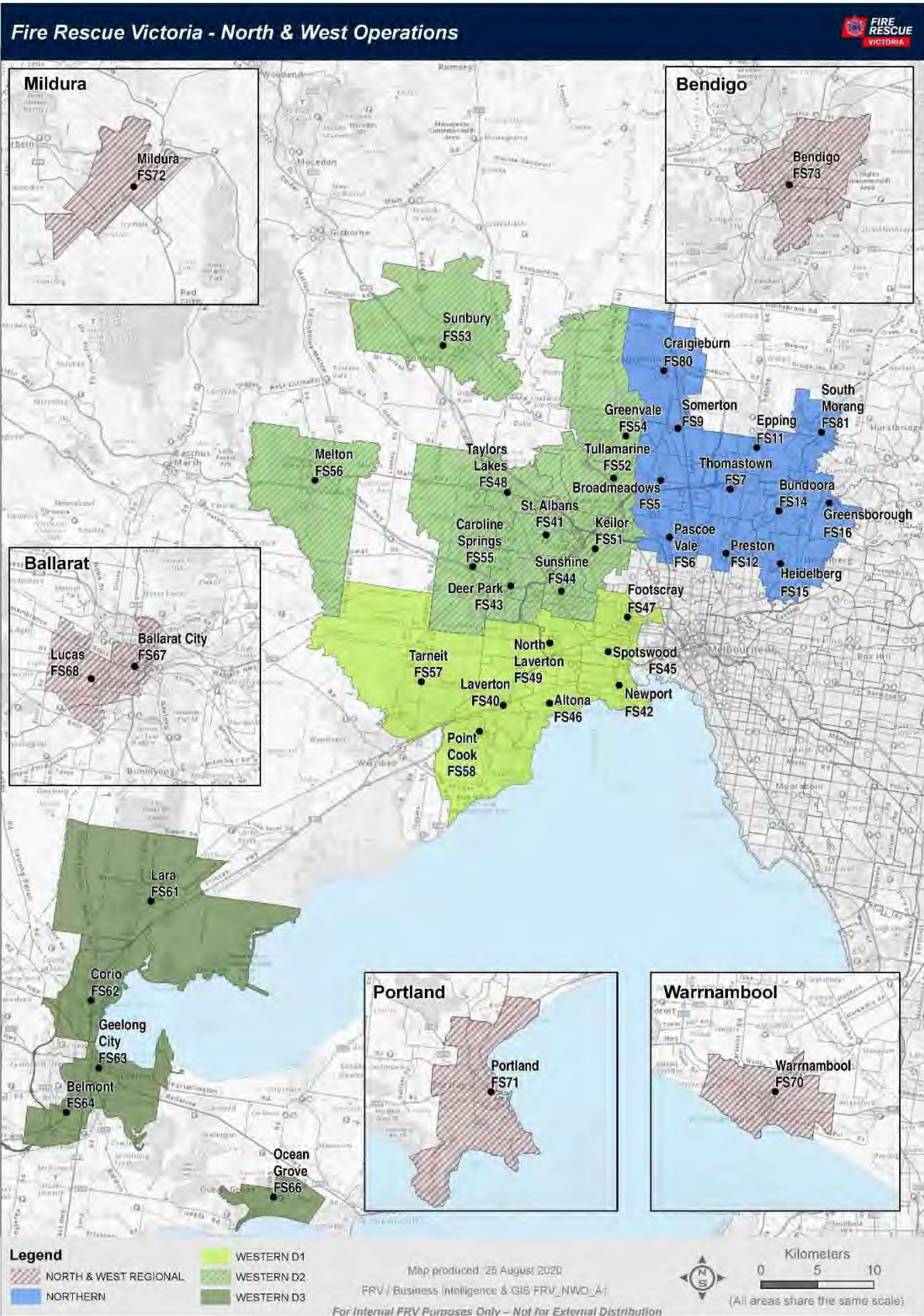
COMMON STAFFING CHART - NORTH WEST REGIONAL DISTRICT - 2027										
FS No/Station		67 Ballarat City	68 Lucas	70 Warrnambool	71 Portland	72 Mildura	73 Bendigo	TBA New Location	TBA New Location	
Cmdr 10/14 Operations										
Pumper A	SSO	1	1	1	1	1	1			
	SO							1	1	
	LFF	1	1	1	1	1	1	1	1	
	FF2+	1	1	1	1	1	1	1	1	
	FF1	1	1	1	1	1	1	1	1	
Pumper B	SSO									
	SO	1			1		1			
	LFF	1			1		1			
	FF2+	1			1		1			
Pumper Tanker	FF1	1			1		1			
	SSO									
	SO									
	LFF									
Ultra Large Pumper	FF2+									
	FF1									
	SSO									
	SO									
Aerial Pumper / Teleboom	LFF									
	FF2+			1		1				
	FF1			1		1				
	SO									
Rescue	SO									
	LFF									
	FF2+									
Ladder Platform	LFF	1					1			
	FF	1					1			
Hazmat	SO		1							
	LFF		1							
Technical Specialist Rescue	FF2+		1							
	LFF			1						
Marine	FF2+			1						
	SO									
	LFF									
Breathing Apparatus Van	FF									
	SO									
Breathing Apparatus Support	LFF	1					1			
	FF	1					1			
Transporter	LFF									
	FF									
Control Unit	LFF									
District Car	FF									
Works Officer	SO									
Watchroom	FF									
Rehabilitation Unit	FF									
FSCC										
Sub Total		12	7	10	8	8	12	4	4	
Minimum crewing per District		65								
Minimum crewing per shift	Cmdr									
	SSO	1	1	1	1	1	1			
	SO	1	1	1	1	1	1	1	1	
	LFF	4	2	3	2	2	4	1	1	
	FF2+	4	2	3	2	2	4	1	1	
	FF1	2	1	2	2	2	2	1	1	
Total Minimum Crewing per shift		12	7	10	8	8	12			
Relievers - District Based Relievers (DBR) and (Station Based Relievers)	Cmdr									
	SBR SSO	1		1	1		1			
	SBR SO	2	3	1	2	1	2	2	2	
	SBR LFF	2	2	3	3	2	2	2	2	
	SBR FF	10	3	5	6	4	10	4	4	
	DBR SO	1	2	3			3	1		
	DBR LFF			1		2	4			
Total Relievers		12	8	14	4	13	20	8	8	
Total minimum crewing on one shift across district		65								
Total minimum crewing on one shift across state		617								

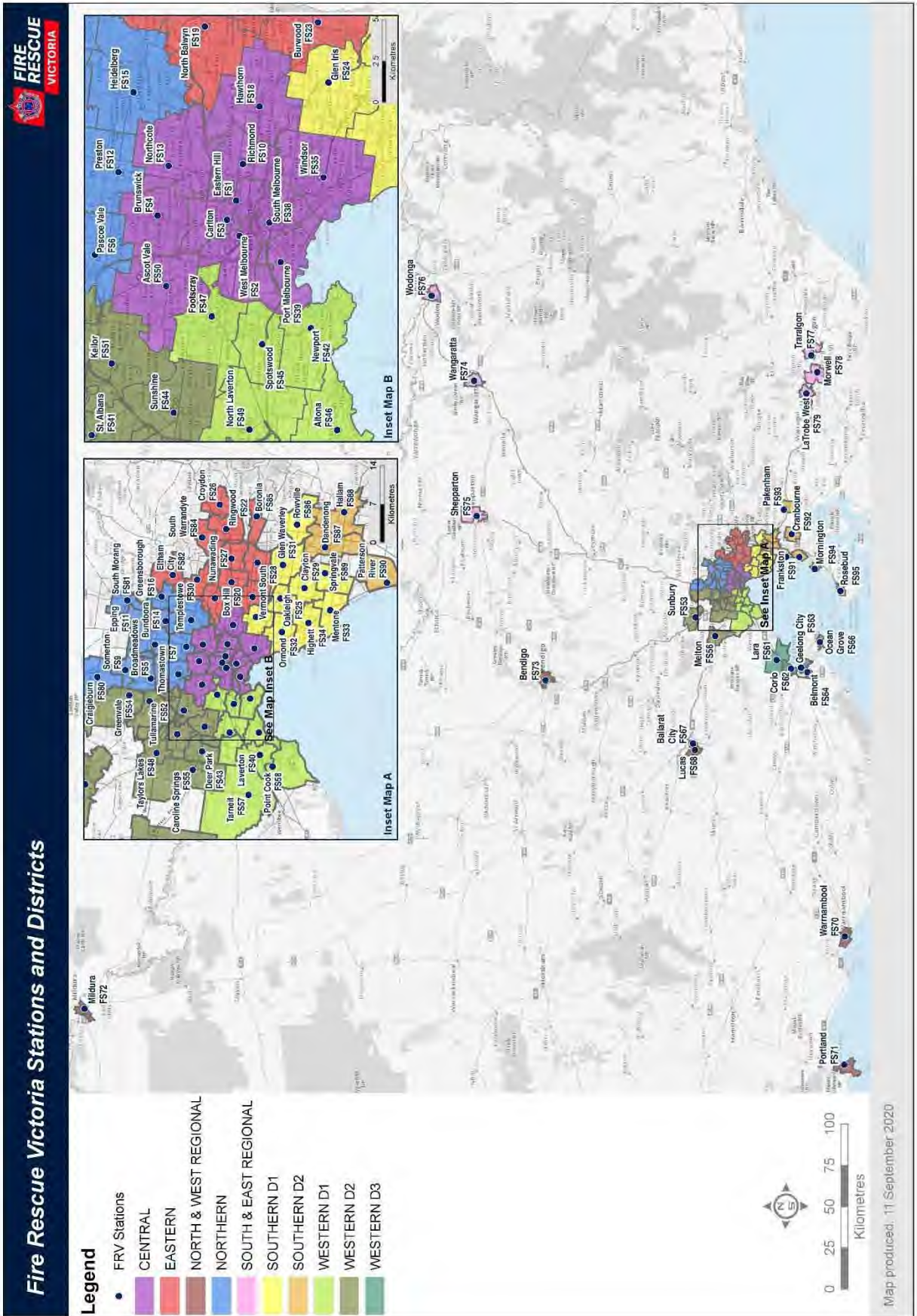
COMMON STAFFING CHART - SOUTH EAST REGIONAL DISTRICT - 2027							
FS No/Station		74 Wangaratta	75 Shepparton	76 Wodonga	77 Traralgon	78 Morwell	79 Latrobe West
Cmdr 10/14 Operations							
Pumper A	SSO	1	1	1	1	1	1
	SO						
	LFF	1	1	1	1	1	1
	FF2+	1	1	1	1	1	1
	FF1	1	1	1	1	1	1
Pumper B	SSO						
	SO	1		1			
	LFF	1		1			
	FF2+	1		1			
	FF1	1		1			
Pumper Tanker	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Ultra Large Pumper	SSO						
	SO						
	LFF						
	FF2+						
	FF1						
Aerial Pumper / Teleboom	SSO						
	SO		1			1	
	LFF		1			1	
	FF2+		1			1	
	FF1		1			1	
Rescue	SO						
	LFF						
	FF2+						
Ladder Platform	LFF				1		
	FF				1		
Hazmat	SO		1				
	LFF		1				
	FF2+		1				
Technical Specialist Rescue	LFF	1					
	FF2+	1					
Marine	SO						
	LFF						
	FF						
Breathing Apparatus Van	SO						
	LFF						
	FF						
Breathing Apparatus Support	LFF						
	FF						
Transporter	LFF						
	FF						
Control Unit	LFF						
District Car	FF						
Works Officer	SO						
Watchroom	FF						
Rehabilitation Unit	FF						
FSCC							
Sub Total		10	11	8	6	8	4
Minimum crewing per District		47					
Minimum crewing per shift	Cmdr						
	SSO	1	1	1	1	1	1
	SO	1	2	1		1	
	LFF	3	3	2	2	2	1
	FF2+	3	3	2	2	2	1
	FF1	2	2	2	1	2	1
Total Minimum Crewing per shift		10	11	8	6	8	4
Relievers – District Based Relievers (DBR) and (Station Based Relievers)	Cmdr						
	SBR SSO	1	1	1			
	SBR SO	2	3	2	1	2	1
	SBR LFF	4	4	3	2	2	1
	SBR FF	7	5	6	3	4	2
	DBR SO	4		1	1	1	2
DBR LFF						2	
Total Relievers		10	11	5	7	9	8
Total minimum crewing on one shift across district		47					
Total minimum crewing on one shift across state		617					

<b>POSITION ALLOCATION BY YEAR AND LOCATION</b>		
<b>YEAR</b>	<b>POSITIONS</b>	<b>FF</b>
<b>2021</b>	Fire Investigation	8
	Community and Cultural Engagement Officer (CCEO)	1
	Western & North West Regional District - Geelong	
	Community and Cultural Engagement Officer (CCEO)	1
	North West Regional District - Bendigo	
	Community and Cultural Engagement Officer (CCEO)	1
	South East Regional District - Dandenong	
	Instructors - training	15
<b>2022</b>	Instructors - training	15
<b>2023</b>	Instructors - training	10
<b>2024</b>	Instructors - training	10
<b>TOTAL</b>		<b>61</b>

**SCHEDULE 2 - FRV DISTRICTS AND REGIONS**







## SCHEDULE 3 - INTERNAL SECONDMENT OF OPERATIONAL STAFF PROGRAM

This Schedule is to be read in conjunction with clause 51 – Internal Secondment of Operational Staff:

### Purpose

The Internal Secondment of Operational Staff program has been developed to enhance interoperability and availability of Division 2 employees and Division 3 employees for Internal Secondment of Operational Staff opportunities and short-term vacancies i.e. standby.

This is a policy that outlines the process and management of the Internal Secondment of Operational Staff program.

The intent of the policy is that no employee will be disadvantaged. Provide the most effective and efficient way to manage the Internal Secondment of Operational Staff program for both the employee and employer. Enhance interoperability and understanding between the Division 2 operational stream of firefighting and Division 3 operational stream of firefighting and create a larger pool of above-strength personnel for short-term vacancy relief.

### Definitions

**Permanent stream** means the operational stream of firefighting where the employee's ongoing employment contract remains.

**Internal secondee** means personnel participating in the Internal Secondment of Operational Staff program or personnel who have undertaken and completed the Interdivision Firefighter Program course.

### 1. Recruitment & Selection

- 1.1. Expression of interest will be sought for an initial 12 month period for the Internal Secondment of Operational Staff to specific Division 3 and Division 2 positions and / or locations.
- 1.2. The specific number, classification and location of internal 'Internal Secondment of Operational Staff' positions will be determined prior to the commencement of each Internal Secondment of Operational Staff program.
- 1.3. It is preferable that the internal secondments of employees between the Division 3 and Division 2 is to be on a reciprocal basis and preference that an internal secondee be at an equivalent classification.

#### Application Process

- 1.4. FRV will advertise the Internal Secondment of Operational Staff positions across 2 roster periods to ensure all eligible employees have an opportunity to consider participation.
- 1.5. During the advertisement period FRV will conduct information briefing sessions. Attendance at these briefing sessions will be on a voluntary basis at no cost to FRV.
- 1.6. Employees who wish to participate in the Internal Secondment of Operational Staff program shall submit a:
  - cover letter addressing key selection criteria and their preferred work location(s);
  - current resume which sets out the applicant's qualifications, skills and experience;
 and

- written reference from an immediate manager endorsing the employee's participation in the Internal Secondment of Operational Staff program.

### Selection Process

- 1.7. A Division 3 and Division 2 officer may be nominated by the Fire Rescue Commissioner to assist the administration of the Internal Secondment of Operational Staff program.
- 1.8. Applicants who complete the Conversion Course will be eligible to undertake duties within either Division 2 operational stream of firefighting or Division 3 operational stream of firefighting as part of an Internal Secondment of Operational Staff program or provide short-term vacancy relief in either Division operational stream. To avoid any doubt, short-term vacancy relief includes, but is not limited to, standbys, recalls.
- 1.9. Additionally, personnel who successfully complete the Interdivision Firefighter Program course will be able to be utilised as part of strike team deployment and/or Move Ups into either Division operational stream of firefighting.
- 1.10. Appointment to an Internal Secondment of Operational Staff position will not affect the employee's ongoing employment with their permanent stream. Unless otherwise agreed, the position vacated by the employee should be the position to which they will return at the end of the internal 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 internal secondment period.

## 2. Internal Secondment of Operational Staff Administration

- 2.1. The terms and conditions of the internal secondees will be in line with the terms and conditions applicable in their Division. Internal secondees to the Division 2 operational stream of firefighting, will receive the relocation provisions as outlined in section 3 of this policy.
- 2.2. For short-term vacancy relief i.e. standbys, Move Ups, etc. the existing terms and conditions of the employee will apply. For example, a Division 2 employee will continue to receive Division 2 conditions and entitlements and will not be entitled to Division 3 conditions and entitlements, and vice versa.

## 3. Relocation Provisions

### 3.1. Relocation Eligibility

Internal secondment program relocation assistance is available to secondees who elect to relocate where the internal 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 FRV to determine eligibility.

Internal secondees are only eligible to claim furniture removal, reconnection fees, relocation assistance leave and the disturbance allowance once per the internal secondment appointment.

### 3.2. Rental Expenses

Reimbursement of rental expenses will be paid to eligible employees on the Internal Secondment program. Eligible internal 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 seconded employee. 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 internal secondees will be either reimbursed or will have temporary accommodation directly paid for an initial period up to 1 month. FRV 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 FRV.

#### **4. Other**

##### **Deployment of Internal Seconded**

- 4.1. An internal seconded to the Division 3 operational stream of firefighting will have an appointed home location and will not be eligible to transfer within Division 3.
- 4.2. An internal seconded to the Division 2 operational stream of firefighting will be appointed in accordance with the rostering arrangements that are applicable to Division 2 employees.
- 4.3. The internal secondment program doesn't prevent internal secondeds applying for permanent transfer or promotion with their permanent stream, as long as the 12-month minimum requirement for a seconded is fulfilled.
- 4.4. FRV may provide where practicable a development opportunity at another location for a 28-day duration within the 12 months.

##### **Training & Development**

- 4.5. FRV will provide to successful internal secondeds development opportunities at times determined by FRV. Development opportunity plans would be developed between OIC and seconded upon commencement. Development opportunities will not be unreasonably withheld.
- 4.6. To ensure no disadvantage, a seconded would be released from duty to attend promotional programs provided by their permanent stream where appropriate.

##### **Management of Seconded**

- 4.7. The management of any disciplinary action or performance management issues that arise will be the responsibility of the permanent stream, in consultation with the host stream and the UFU.

##### **Attending Consultation and Union Meetings**

- 4.8. Internal secondeds 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 internal secondment policy FRV and Seconded have three options to consider:
  - 5.1.1. Return to their permanent stream [end internal secondment period]
  - 5.1.2. Extend internal secondment for an additional 6 -12 months by agreement between the parties
  - 5.1.3. An internal seconded may apply for permanent employment in the host stream. 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 operational streams.

**Division 3 (LFF & SO) Internal Secondment of Operational Staff 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	Organisation - Structure and History - roles and responsibilities of the Division 3 operational stream of firefighting The Organisational Structure under which FRV Operates, Rank Structure and Staff	Organisation - Structure and History - roles and responsibilities of the Division 3 operational stream of firefighting The Organisational Structure under which FRV Operates, Rank Structure and Staff	Organisation - Structure and History - roles and responsibilities of the Division 3 operational stream of firefighting The Organisational Structure under which FRV Operates, Rank Structure and Staff	Organisation - Structure and History - roles and responsibilities of the Division 3 operational stream of firefighting , The Organisational Structure under which FRV Operates, Rank Structure and Staff	Lunch	Organisation - Structure and History - roles and responsibilities of the Division 3 operational stream of firefighting The Organisational Structure under which FRV Operates, Rank Structure and Staff	Organisation - Structure and History - roles and responsibilities of the Division 3 operational stream of firefighting The Organisational Structure under which FRV Operates, Rank Structure and Staff	Organisation - Structure and History - roles and responsibilities of the Division 3 operational stream of firefighting, The Organisational Structure under which FRV Operates, Rank Structure and Staff	Organisation - Structure and History - roles and responsibilities of the Division 3 operational stream of firefighting, The Organisational Structure under which FRV Operates, Rank Structure and Staff
Wednesday Week 2	Legislation	Legislation	Legislation	Legislation	Lunch	Legislation	Legislation	Legislation	Legislation
Thursday Week 2	EBA/Intranet	EBA/Intranet	EBA/Intranet	EBA/Intranet	Lunch	EBA/Intranet	EBA/Intranet	EBA/Intranet	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

	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 REII 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					

**Legend** ■ Intro/induction ■ Admin ■ Practical ■ Station Visit ■ Off-site visit ■ Departmental ■ Procedures

Week 2

CONFIDENTIAL - REVISED VERSION 14

	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  Visit
11:00					
12:00	Lunch	Lunch	Lunch	Lunch	Lunch
13:00	AIIMS	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					

**Legend** ■ Intro/induction ■ Admin ■ Practical ■ Station Visit ■ Off-site visit ■ Departmental ■ Procedures

	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 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 Visit to No.10 Station	MMR Radios  (SO Darren Williams)	Aircraft/Airport Procedures Ships, Docks and Ports Inland waters	Station Administration	Tac Stick
11:00					
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



## **INTERDIVISION FIREFIGHTER PROGRAM COURSE**

### **Division A & Division B**

The INTERDIVISION FIREFIGHTER PROGRAM COURSE SKILLS PASSPORT outline contained in this Schedule below may only be modified in accordance with Clause 18 – CONSULTATION.

<b>STREAM A – Officer Division 2 to Division 3</b>	<ul style="list-style-type: none"><li>• Day on shift</li><li>• Heavy Pumper familiarisation</li><li>• KRONOS Entries</li><li>• Conduct an Alarm Premise Inspection</li></ul>
<b>STREAM B – Officer Division 3 to Division 2</b>	<ul style="list-style-type: none"><li>• Day on shift</li><li>• Pumper Familiarisation</li><li>• Site Inspection Reports</li></ul>
<b>STREAM C – Firefighter Division 2 to Division 3</b>	<ul style="list-style-type: none"><li>• Day on Shift</li><li>• Heavy Pumper Familiarisation</li><li>• Equipment Familiarisation</li></ul>
<b>STREAM D – Firefighter Division 3 to Division 2</b>	<ul style="list-style-type: none"><li>• Day on shift</li><li>• Hydrant Indicating and Mark V Pumper / Pumper Tanker drills</li><li>• Conduct Skills Maintenance drill</li><li>• Annual Key Check drill</li><li>• Supervised Change of Shift / Station Administration</li><li>• Fire Station Weekly Hazard Inspection Checklist</li><li>• Site Inspection Reports</li><li>• FireEd or Display days</li><li>• MK V Pumper/Pumper Tanker</li><li>• Driver Familiarisation</li><li>• Equipment Familiarisation (WUCOMS)</li></ul>

**SCHEDULE 4 - DIVISION 1 ALLOWANCES [QUANTUM NOT AGREED]**

Clauses 104 and PART B -B1 - of the Agreement applies to the rates set out below and any other allowance not included in this Schedule. Not all allowance rates are described in SCHEDULE 4 - Division 1 Allowances.

**ALLOWANCES FOR EMPLOYEES COVERED BY PART A OF DIVISION 2 AND PART A OF DIVISION 3**

Meal Allowance	\$23.59
Spoilt Meal Allowance	\$23.59
Motor Vehicle / Kilometre Allowance	\$1.73 per km travelled
First Aid Allowance	\$26.08 per week
Language Allowance	\$1,607.89 per year
Availability Allowance	5.5% of salary
After Hours Disturbance Allowance	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)
Temporary Work Location Allowance	\$5.50 per day shift \$7.15 per night shift
Income Protection Reimbursement Allowance	\$63.49 per week in accordance with clause 61 of this Agreement

**ALLOWANCES FOR EMPLOYEES COVERED BY PART B OF DIVISION 1**

Fire Investigation Allowance	4.5% salary
Fire Safety Inspector Allowance	4.5% salary
Heavy Rescue Allowance	\$31.80 per week
Hydrostatic Testing of Breathing Apparatus Allowance	\$10.01
USAR Operator Allowance	\$31.80 per week
Trench Rescue Allowance	\$31.80 per week
Marine Response Allowance	\$31.80per week
Coxswain Allowance	\$31.80 per week
High Angle Rescue Technicians Allowance	\$31.80 per week
Long Duration Breathing Apparatus Allowance	\$31.80 per week
Ladder Platform Operator Allowance	\$31.80 per week

RPAS Operator Allowance	\$31.80 per week
Watchroom Duties Allowance	\$12.69
Driving Educator Allowance	\$22.08 per week
Fire-CAP Allowance	\$31.80 per week
Commander Secondment Qualification Allowance	5 relativity points of the Qualified Firefighter rate
Advanced Diploma of Firefighting Investigation	\$41.09 per week

## SCHEDULE 5 - 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. FRV 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 FRV 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 FRV 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. FRV 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. 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.

1.3.2. 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".

1.3.3. 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.

1.3.4. As part of transformative justice, some outcomes, agreed by the parties might include education, training and other agreed forms of support and/or assistance.

1.3.5. 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.

1.3.6. In addition to the provisions of clause 1.3.1 to 1.3.2 inclusive, a specific transformative justice step is included in the processes set out in 3.5.2 as step 2 in the processes under this clause.

1.3.7. 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 FRV, 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 FRV will assess:

2.2.1 whether there is sufficient information to determine that the allegations, if proven, would constitute misconduct (including serious misconduct); and

2.1.2 where there is sufficient information, whether to proceed in accordance with the process set out in sub clause 2.1.3;

2.1.3 where there is insufficient information, whether further information should be sought through internal or external investigation conducted to inform FRV on the allegations.

2.2 There may be occasions where there is sufficient information but FRV determines that there is no basis to continue with the matter.

2.3 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 FRV 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, FRV 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. FRV will meet with the employee and his or her representative to outline the alleged misconduct and attempt to mutually settle the matter. FRV 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 FRV'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 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.
  - 3.5.2.1.2. Should panel members vacate their position, the parties shall endeavour to reach agreement on replacement persons.
  - 3.5.2.1.3. If the parties reach agreement under clause 3.5.2.1.1 or 3.5.2.1.2 above, the parties' nominees shall become the panel of independent mediators under this clause.
  - 3.5.2.1.4. If the parties are unable to agree under clause 3.5.2.1.3 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.
  - 3.5.2.1.5. The Minister will accept a recommendation under clause 3.5.2.1.4 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 3.5.2.3 and 3.5.2.4. 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 FRV'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 FRV 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. FRV 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. FRV 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) FRV 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 FRV within 14 days where practicable.

3.5.3.10. FRV shall consider the Investigators Report and the Employee's response and advise the Employee in writing of the action FRV proposes to take. If the action proposed diverges from that recommended by the Investigator FRV provide the Employee with its reasons for departing from the recommendation.

3.5.3.11. The Employee may accept the action proposed by FRV 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 43 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 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 FRV 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 FRV that dismissal shall apply;

3.9 FRV 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 FRV 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, FRV 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 FRV exercises a right to suspend the employee, FRV 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.

FRV 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 6 - RETURN TO WORK

The parties agree to the following matters and principles:

1. FRV will ensure employees are provided 'meaningful work' whilst an employee is injured/ill and after injury/illness.
2. FRV 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. FRV will ensure a speedy return to work process for injured employees.
5. FRV will ensure and provide retraining and skills maintenance where agreed with the UFU that such is required.
6. FRV will provide light duties for injured or ill employees.
7. FRV will reimburse employees for their attendance at medical practitioners of the employees' choosing.
8. Whilst employees are ill or injured FRV will maintain all wages and conditions including allowances.

### Objectives

FRV 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 7 - FRV/UFU Occupational Health & Safety Agreement of the Agreement (i.e. in the Occupational Health & Safety Policy and Processes Agreements).

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. FRV will bear all such costs. FRV cannot direct workers to use particular medical or rehabilitation providers, such providers are to be determined by the individual employee.

FRV 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 FRV.

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 MFB 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, FRV will ensure that their normal work is undertaken and that it will not be required to be caught up upon the employees return.

FRV 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 FRV 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 FRV 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.

FRV 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 FRV /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.

FRV will ensure that the delivery of benefits is speedy, efficient and fair. FRV 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 7 - FRV/UFU OCCUPATIONAL HEALTH & SAFETY AGREEMENT

### INTRODUCTORY STATEMENT

The parties to this Agreement recognise the importance of establishing a consultative and co-operative environment for Occupational Health and Safety based on the following agreed principles:

1. FRV is committed to providing a healthy and safe work place, safe working methods, safe plant, machinery and equipment (including Personal Protective Equipment). This is to be achieved through the integration of efficient and equitable Occupational Health & Safety (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**. FRV, in conjunction with its employees, will strive to achieve the highest practicable standards in the formulation and implementation of Occupational Health & Safety within the workplace having regards to those standards and codes of practices produced by ISO, SAA, NOHSC, WorkSafe Victoria and other Australian and internationally recognised health and safety authorities and FRV OH&S Policy Guidelines and Procedures and strategies as endorsed by the Consultative Committee.
2. Fundamental to the successful implementation of the content of the Occupational Health and Safety Agreement is a commitment to consultation between the parties. This consultation will be best achieved through the involvement of employees, their union and elected designated work group (DWG) 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 may be varied at any time by the agreement of the parties.



## **CONTENTS: OCCUPATIONAL HEALTH & SAFETY POLICY AND PROCESSES AGREEMENT**

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Appendix A Issue Resolution Process Flowchart

## 1. OBJECTIVES

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It is the policy of FRV to promote and maintain the health, safety and welfare of all employees. The objectives of this Occupational Health and Safety Agreement 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 wellbeing needs of staff;
- (c) to eliminate at the source or control risks to health, safety and welfare; and
- (d) to develop co-operative consultative mechanisms for the examination and resolution of occupational health, safety and wellbeing issues.

## 2. AGREED RESPONSIBILITIES

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### 2.1 MANAGEMENT RESPONSIBILITIES

In implementing the OH&S agreement the management will take all reasonably practicable steps to:-

- 2.1.1. maintain and prominently display at the Duty Station/Work Locations at which an employee carries out his or her normal duties (**the workplace**), a schedule of designated work groups (DWGs) and names and work location of elected health and safety representatives (HSRs);
- 2.1.2. designate and display at the workplace the nominated management representative(s) for each DWG who will be responsible for dealing with health and safety issues;
- 2.1.3. ensure HSRs are given all assistance including release from duty, as required to allow them to carry out their annual OH&S audits and site visits as required;
- 2.1.4. Implement an agreed Schedule for site visits;
- 2.1.5. ensure HSRs are immediately made available to assist with the investigation of accidents, hazardous situations and dangerous occurrences, and take remedial action as far as practicable to eliminate and/or control any hazardous and/or dangerous situation
- 2.1.6. 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;
- 2.1.7. consult with HSRs and the Union, in preparing OH&S guidelines. Any new or changed guidelines to be submitted to Health and Safety Policy Sub Committee for recommendation to the Consultative Committee for endorsement ;
- 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 through the provisions of contained within this 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 appropriate information and training on the need for and use of personal protective equipment and clothing to eliminate or reduce risk;
- 2.1.11. ensure adequate consultation by:

- (a) establishing a mechanism to enable and facilitate consultation with both HSRs and operational employees;
  - (b) consulting with individual HSRs on any OH&S issue affecting his /her DWG;
  - (c) consulting with the Operational Employees OH&S Sub Committee where OH&S issues affect more than one DWG.
- 2.1.12. display a copy of this Agreement at each workplace and any relevant information sufficient to enable employees to carry out their tasks without risk to their health and safety and such relevant information will be provided in a form that is accessible and easily understood by such employees;
- 2.1.13. organise and carry out environmental monitoring programs where appropriate in consultation with HSRs;
- 2.1.14. make provision for, and encourage within each workplace, the reporting of occupational health and safety issues by all employees;
- 2.1.15. monitor employees' health and safety at work and the conditions of the workplace that are under FRVs' control;
- 2.1.16. maintain appropriate information and records relating to employees' health and safety;
- (a) without breaching employee confidentiality, in accordance with the OH&S Act 2004, provide the OHS Policy Sub-Committee and the UFU with relevant aggregate injury/illness and /or accident /incident /issues reports and data on a monthly basis;
  - (b) without breaching employee confidentiality, in accordance with the OH&S Act 2004, provide HSRs with relevant aggregate injury /illness and /or accident /incident /issues /reports and data applicable to their DWG;
- 2.1.17. at all workplaces, FRV shall in addition to ensuring compliance with OH&S legislation, (including Regulations and Codes of Practice made under that legislation), pursue best practice in occupational health and safety management, utilising systems endorsed in accordance with Clause 18 - Consultation;
- 2.1.18. ensure that Supervisors /Managers work co-operatively with health and safety representatives and OH&S Committees in implementing this Agreement and agreed policies and procedures; and
- 2.1.19. ensure that no action is taken against an employee:
- (a) for reporting or making a complaint about a health, safety or welfare matter
  - (b) providing information to assist an investigation;
  - (c) following directions given by a health and safety representative or V.W.A. Inspector in accordance with the Issue Resolution Flowchart (Appendix A)
- 2.1.20. FRV shall establish procedures to ensure that HSRs are immediately notified about all accidents and incidents within their D.W.G.
- 2.1.21. FRV shall ensure that HSRs once elected will not have their substantive position relocated outside their D.W.G.

2.1.22. provide release from duty or pay overtime for any additional hours worked by HSRs to perform their function and / or duties including attendance at training and committee meetings that require the presence of a HSR.

2.1.23. ensure HSRs are released from duty to attend Victorian WorkCover Authority or FRV authorised OH&S seminars and / or functions.

2.1.24. ensure HSR's are released from operational duties to attend health and safety meetings and designated employee representatives are released to attend the Health and Safety Policy Sub Committee and Operational Employees OHS Sub Committee meetings.

## **2.2 UNION RESPONSIBILITIES**

The UFU (Victorian Branch) will co-operate with management to achieve the aims of this 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 designated work groups at local levels;

2.2.3 encouraging employees to nominate and seek election as health and safety representatives for each designated work group;

2.2.4 encouraging all employees to follow this Agreement and health and safety policies and procedures endorsed by the Consultative Committee; and

2.2.5 encouraging all employees to follow hazard management procedures and the Issue Resolution Flowchart (Appendix "A") for resolution of OH&S issues.

2.2.6 in order to ensure the integrity of agreed OH&S policies and processes in this document, the UFU (Union) will endeavour to ensure that these are not confused with unrelated industrial issues. This clause is not to be interpreted as restricting in anyway the rights and entitlements of employees as described in the Fair Work Act 2009.

## **2.3 EMPLOYEE RESPONSIBILITIES**

Employees will observe the provisions of this Agreement by:-

2.3.1 following any policies / work procedures which have been endorsed by the Consultative Committee as a control measure to reduce the risks of occupational injury / illness;

2.3.2 reporting health and safety issues to their relevant line manager and the HSR and take all steps reasonably necessary to isolate a hazard, including leaving the work area where the risk is immediate and /or threatening the health and safety of the employee/s;

2.3.3 using personal protective equipment supplied by FRV and as per clause 2.1.9.

2.3.4 not wilfully or recklessly interfering with or misusing anything provided in the interests of health, safety or welfare;

2.3.5 not placing at risk the health and safety of others;

2.3.6 co-operating in the investigation of any incident or matter arising as required under the Occupational Health and Safety Act 2004;

2.3.7 co-operating with FRV with respect to any action taken to comply with any requirement imposed by or under the Occupational Health and Safety Act 2004; and

2.3.8 abiding by the Hazard Management and Issue Resolution Procedures under this Agreement.

2.3.9 participating in agreed health and safety programs.

### 3. ISSUE RESOLUTION PROCEDURE

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3.1 The parties will participate in and abide by the agreed FRV Work Health and Safety Issue Resolution Procedure ORG 105 and Issue Resolution Process Flowchart that is attached to ORG Procedure 105 F1, as endorsed by the Consultative Committee.

3.2 The parties agree that the Issue Resolution Procedure contained within this Schedule is subject to clause 18 – Consultation and 24 – Dispute Resolution of this Agreement.

### 4. STRUCTURAL ARRANGEMENTS

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#### 4.1 HEALTH AND SAFETY REPRESENTATIVES

The role, rights and functions of the HSR include:-

4.1.1 playing a constructive and responsible role with regard to workplace health and safety as per their entitlements as detailed in 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 inspecting any part of the DWG's workplace after giving notice to FRV. After giving reasonable notice, time shall be allowed for HSRs to talk to workers in the course of inspecting the workplace;

4.1.4 being informed immediately of any accident, injury, hazardous situations, dangerous occurrences or immediate risks at the workplace and participating in the accident investigation procedure. (This includes receiving a copy of any relevant FRV Safe or incident reports);

4.1.5 being present at any interview relating to an OH&S issue between an employee and a V.W.A. Inspector and / or management representative, with the consent of the employee. Prior to being interviewed, any employee shall be informed of their right to have an HSR or Union representative present with them throughout the interview.

4.1.6 being provided by FRV in accordance with OH&S Act 2004 with the following information:

(a) material safety data sheets prior to the introduction of new products and substances to be used in the workplace;

(b) notification and copies 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) all information provided by manufacturers, suppliers and installers of plant and equipment;

(d) aggregate injury/disease records;

(e) accident/injury reports;

(f) access to relevant legislation/regulations, standards, codes of practice such as issued by SAA, NOHSC, WorkSafe Victoria etc.

All information should be available in either hard or electronic format and in a form readily understood by HSRs and employees;

4.1.7 seeking the assistance of any party including any other HSR or organisation that the health and safety representative believes may be of assistance as per the Occupational Health and Safety Act 2004. FRV shall not be liable for any costs, unless prior approval has been given;

4.1.8 the issuing of Provisional Improvement Notices. (Prior to the issuing of a P.I.N. HSR will raise the immediate health and safety problem with the senior management representative responsible for the relevant DWG.)

If in the opinion of the HSR after such consultation the problem still exists and is an immediate threat to the health and safety of employees the HSR is empowered to instruct those employees to cease work. (see 3.4 of this Agreement or the OH&S Act 2004);

4.1.9 consulting with other HSRs for the purpose of discussing health and safety issues;

4.1.10 attending official seminars/meetings with other HSRs for purposes of discussing OH&S issues;

4.1.11 in consultation with FRV being provided with paid time off work as is considered necessary to perform their functions or duties prescribed in the OH&S Act 2004;

4.1.12 undertaking paid overtime as is considered necessary to perform their functions and/or duties;

4.1.13 being invited to accompany a V.W.A Inspector during workplace inspections after receiving the appropriate prior notification. This right may be delegated to another HSR if the Representative is unable to attend;

4.1.14 the Representative will be provided with information regarding the Inspector's observations or actions in relation to the workplace;

4.1.15 consulting with the management OH&S representative on at least a monthly basis and also with any external health and safety personnel retained by FRV if required; and

4.1.16 nomination of an alternate to carry out his/her role and function during periods of the elected HSR's absence e.g. annual leave.

## **4.2 TRAINING**

FRV will provide HSRs with release from duty to attend approved OH&S training courses, during which time they will be deemed to be on duty for the purpose of pay and entitlements.

4.2.1 FRV shall ensure an elected HSR attends an approved OH&S training course within three months of their appointment.

4.2.2 Where a HSR has obtained the agreement of FRV prior to attending an approved OH&S training course, the cost of meals, accommodation (if any) and travel expenses incurred, will be reimbursed where these have not been provided by FRV.

4.2.3 An advance of expenses for attendance may be sought by the employee from FRV prior to attending an approved OH&S training course.

4.2.4 The employee will provide receipts for expenses in accordance with 4.2.3 above for reconciliation within (14) fourteen days of the completion of the approved OH&S training course. Any unexpended portion of an amount advanced to the employee will be repaid to FRV within (14) fourteen days.

4.2.5 FRV will facilitate ongoing information and training seminars annually, which will address information including;

- (a) OH&S Act 2004, associated Acts, relevant Regulations and codes of practice;
- (b) Fire service OH&S policy and procedures and, in particular, hazards associated with the industry, control measures applicable to each hazard, and in the use of OH&S systems to identify hazards and institute preventative actions
- (c) Other matters by agreement

#### 4.3 FACILITIES

FRV will provide access to facilities and assistance to HSRs as necessary to perform their functions and duties. Where available these may include:

- (a) office space;
- (b) facilities for filing such as lock-up filing cabinet and shelves;
- (c) access to a telephone;
- (d) access to typing, photocopying and facsimile facilities;
- (e) access to meeting rooms;
- (f) access to the relevant technical equipment; and
- (g) email mailbox.

#### 4.4 ELECTION OF HEALTH AND SAFETY REPRESENTATIVES

HSR elections will be conducted by the UFU Returning Officer to elect one HSR and one Deputy HSR for each DWG, in accordance with the provisions of the Occupational Health and Safety Act 2004.

#### 4.5 OPERATIONAL EMPLOYEES OH&S SUB COMMITTEE

- 4.5.1 The parties will convene the Operational Employees OH&S Sub Committee at least every second month.
- 4.5.2 The conduct, operation and membership of the Sub Committee will be determined by the Consultative Committee.
- 4.5.3 The function of the Sub Committee is to act as a review and advisory body that provides recommendations to the Consultative Committee for consideration and further action, regarding relevant OHS matters that effect operational employees.

#### 4.6 OHS POLICY SUB COMMITTEE

- 4.6.1 The parties will convene the OH&S Policy Sub Committee at least every second month.
- 4.6.2 The conduct, operation and member of the Sub Committee will be determined by the Consultative Committee.
- 4.6.3 The function of the Sub Committee is to act as a review and advisory body that provides recommendations to the Consultative Committee for consideration and further action regarding relevant OH&S policy and doctrine matters that affect all employees.
- 4.6.4 Without breaching employee confidentiality, in accordance with the OH&S Act 2004, provide relevant aggregate injury/illness and/or accident/incident/issues reports and data on a two-monthly basis.

### 5. AGREED PRINCIPLES FOR CONTROL OF WORKING ENVIRONMENT

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- 5.1 FRV will 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 the Operational Employees OHS Sub Committee. Each Health and Safety Representatives will have access to the information, including:

- (a) location and type of source of hazard;
- (b) environmental monitoring records;
- (c) agreed safe working procedures;
- (d) health and safety effects of the hazard;
- (e) standards, legislation/regulations, Codes of Practice etc applying to the hazard;
- (f) recommendations, directions etc issued with respect to a hazard source, and agreed program for control of the hazard.

5.2 The information shall be available in such languages as appropriate, in accordance with the OH&S Act 2004.

5.3 FRV will compile and keep up-to-date a Chemical Register of all toxic materials used by its workforce, which will be available for regular review by the Operational Employees OHS Sub Committee. Each Health and Safety Representative will have access to a copy of the complete Chemical Register

5.4 Subject to the OH&S Act 2004 no new chemical or physical agents or new installation or processes shall be introduced into the workplace until sufficient available data concerning their likely health effect have been evaluated, and their use subsequently endorsed by the Consultative Committee.. In the case of chemicals, full available data on chemical identity and toxicity will be supplied. Summaries of information on new chemicals shall be made available upon request.

5.5 Subject to the OH&S Act 2004, all new equipment purchased by FRV should have reference to standards (developed by the manufacturer, industry, or by such bodies as the ISO, SAA, NOHSC, and WorkSafe Victoria) designated to minimise the potential adverse health and safety effects. No new equipment shall be introduced until sufficient data concerning likely health and safety effects has been evaluated.

5.6 Regular environmental and personal monitoring will be conducted where required or appropriate and with the consent of effected employees. The monitoring methods used for controlling the use of harmful chemical and physical agents will be those approved by relevant recognised authorities.

Results of all environmental monitoring will be provided to the Health and Safety Representatives and to the Union. Results of personal monitoring will be provided to individuals concerned with a written statement explaining the meaning of the result(s). All personal monitoring results will be confidential, but may be provided in statistical form to the Health and Safety Representatives.

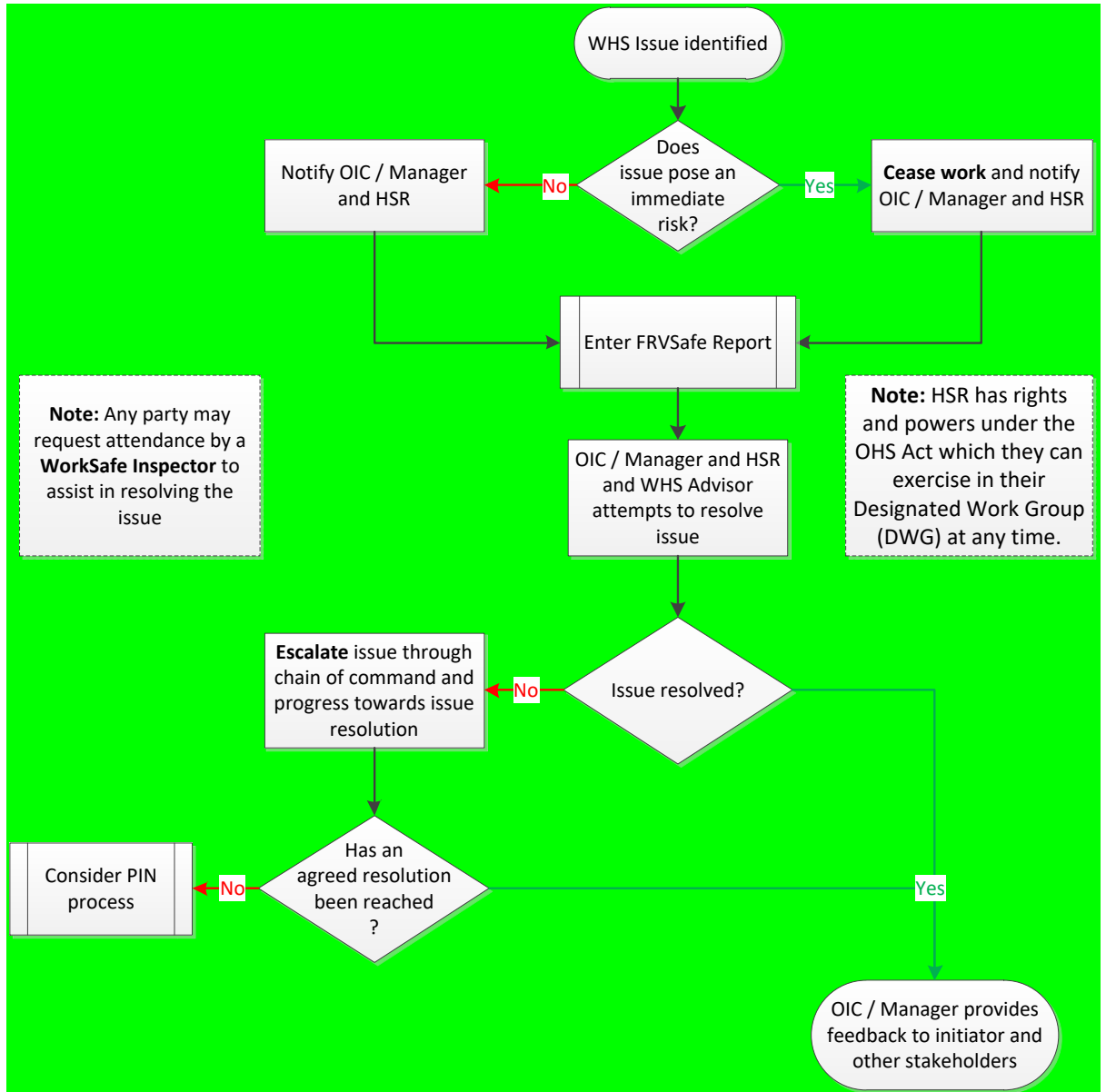
5.7 A program of medical monitoring, where agreed, will be kept under review by the Operational Employees Health and Safety Sub Committee. Individual employees will have access to his or her personal medical records including medical monitoring. The results of an individual's medical tests will be supplied to the individual with a written statement explaining the purpose of the test and meaning of result(s) if desired by that individual.



Results of and trends revealed by the medical monitoring will be reported to the Consultative Committee with appropriate recommendations. Results of medical monitoring will be provided in coded form to protect individual identities.

## APPENDIX A

### Issue Resolution Process Flowchart



**SCHEDULE 8 - SENIOR OPERATIONAL PERSONNEL RANK ALIGNMENT [QUANTUM (WAGES CLAIM) NOT AGREED]**

The following Schedule contains the agreed position of FRV and UFU as outlined in FWC Recommendation published by Deputy President Gostencnik on 7 October 2020 (and amended to reflect the 2.5% administrative increase\*\* to the figures effective 1 January 2021).

In this Schedule, Division A means Division 2 and Division B means Division 3.

1. The Division A (former MFB) Commanders will be aligned with the Division B (former CFA) Commanders (**Table 3**).
2. The Division B (former CFA) Assistant Chief Fire Officers will be aligned with Division A (former MFB) Assistant Chief Fire Officers (**Table 1**).
3. There will be 3 interim transitional wage progressions for Division B (former CFA) Assistant Chief Fire Officers and 3 ongoing paypoints for the Assistant Chief Fire Officer classification (**Table 1**).
4. There will be 3 interim transitional wage progressions for Division B (former CFA) Assistant Chief Fire Officers (Regional Commanders) and 3 ongoing paypoints for the Assistant Chief Fire Officer classification (**Table 2**).
5. There will be 2 interim transitional wage progressions for Division A (former MFB) Commanders and 4 ongoing paypoints for the Commander classification (**Table 3**).
6. Wages and rank alignments will be as set out in Tables 1-3 in this Schedule.
7. The figures in the Tables 1-3 in this Schedule will change to reflect any increases agreed to by the parties in enterprise bargaining negotiations.

**Table 1 - Division B Assistant Chief Fire Officers aligned to Division A Assistant Chief Fire Officers**

			Transition increase Year 1	Transition increase Year 2	Transition increase Year 3			
<b>Division B Classification Paypoint</b>	<b>Aligned to Division A Classification Paypoint</b>	<b>7-10-20 (current)</b>	<b>18-Dec-20*</b>	<b>1-Jul-21*</b>	<b>1-Jan-22*</b>	<b>1-Jan-23*</b>	<b>1-Jan-24*</b>	<b>1-Jan-25*</b>
OM1 / ACFO on commencement	ACFO 1 'ACFO on appointment'	3251.04	3416.77	3672.05**	3841.92**	4011.80**	(aligned to Division A ACFO 1 'ACFO on appointment') (Wage equivalent to a division A ACFO 1 'ACFO on appointment')	(Wage equivalent to a division A ACFO 1 'ACFO on appointment')
OM2 / ACFO-L2	ACFO 2 'ACFO no later than 12 months after appointment'	3309.37	3460.51	3701.95**	3856.88**	4011.80**	4234.75** (aligned to Division A ACFO 2 'ACFO no later than 12 months after appointment')	(Wage equivalent to a Division A ACFO 2 'ACFO no later than 12 months after appointment')
OM3 / ACFO-L3	ACFO 3 'ACFO no later than 24 months after appointment'	3367.62	3504.20	3731.80**	3871.79**	4011.80**	4234.75**	(aligned to Division A ACFO 3 'ACFO no later than 24 months after appointment')
OM4 / ACFO-L4	ACFO 3 'ACFO no later than 24 months after appointment'	3425.96	3547.96	3761.70**	3886.75**	4011.80**	4234.75**	(aligned to Division A ACFO 3 'ACFO no later than 24 months after appointment')

\* The figures in this Table will change to reflect any increases agreed to by the parties in enterprise bargaining negotiations.

\*\* These figures include the 2.5% administrative increase as at 1 January 2021

**Table 2 – Division B Assistant Chief Fire Officers (Regional Commanders) aligned to Division A Assistant Chief Fire Officers**

			Transition increase Year 1	Transition increase Year 2	Transition increase Year 3			
<b>Division B Classification Paypoint</b>	<b>Aligned to Division A Classification Paypoint</b>	<b>7-10-20 (current)</b>	<b>18-Dec-20*</b>	<b>1-Jul-21*</b>	<b>1-Jan-22*</b>	<b>1-Jan-23*</b>	<b>1-Jan-24*</b>	<b>1-Jan-25*</b>
OM4 (RC) / ACFO-L4	ACFO 3 'ACFO no later than 24 months after appointment'	3939.85	3987.75	4136.54**	4185.64**	4234.75**	4457.55** (aligned to Division A ACFO 3 'ACFO no later than 24 months after appointment')	(Wage equivalent to a Division A ACFO 3 'ACFO no later than 24 months after appointment')

\* The figures in this Table will change to reflect any increases agreed to by the parties in enterprise bargaining negotiations.

\*\* These figures include the 2.5% administrative increase as at 1 January 2021

**Table 3 – Division A Commanders aligned to Division B Commanders**

			Transition increase Year 1	Transition increase Year 2	Transition increase Year 3			
<b>Division A Classification Paypoint</b>	<b>Aligned to Division B Classification Paypoint</b>	<b>7-10-20 (current)</b>	<b>18-Dec-20*</b>	<b>1-Jul-21*</b>	<b>1-Jan-22*</b>	<b>1-Jan-23*</b>	<b>1-Jan-24*</b>	<b>1-Jan-25*</b>
Commander on commencement	Commander on commencement (L1)	2571.73	2681.57	2861.21**	2973.64**	(aligned to a Division B Commander-L1 'Commander on commencement') (Wage equivalent to a Division B Commander-L1 'Commander on commencement')	(Wage equivalent to a Division B Commander-L1 'Commander on commencement')	(Wage equivalent to a Division B Commander-L1 'Commander on commencement')
Commander after 12 months	Commander-L2	2721.09	2781.09	2912.13**	2973.64**	3033.44** (aligned to Division B Commander-L2)	(Wage equivalent to a Division B Commander-L2)	(Wage equivalent to a Division B Commander-L2)
Commander after 24 months	Commander-L3	2870.13	2880.46	2963.05**	2973.64**	3033.44**	3145.77**	(Wage equivalent to a Division B Commander-L3)
Commander-L4 (new)	Commander-L4	N/A	2880.46	2963.05**	2973.64**	3033.44**	3145.77**	3152.99** (aligned to Division B Commander-L4)

\* The figures in this Table will change to reflect any increases agreed to by the parties in enterprise bargaining negotiations.

\*\* These figures include the 2.5% administrative increase as at 1 January 2021

**SCHEDULE 9 - DIVISION 1 BREATHING APPARATUS SCHEDULES**

**Breathing Apparatus (BA)  
Operational Procedures**

**Contents**

- Breathing Apparatus Operational Procedures .....
- Introduction .....
- Responsibility .....
- Officer-in-Charge* .....
- Firefighter* .....
- When to wear BA .....
- BA Stage 1 and 2 .....
- Stage 1 .....
- Stage 2 .....
- Change of shift procedures for BA Operators* .....
- Duties of BA Operators* .....

# Breathing Apparatus

## Operational Procedures

### Introduction

Toxic atmospheres caused by heat, smoke or toxic gases are among the many hazards that emergency service personnel face when performing their duties.

The use of Self Contained Breathing Apparatus (SCBA), commonly known as Breathing Apparatus (BA) contributes to the safety of personnel entering a possibly hazardous atmosphere.

Breathing apparatus is used to support life in conditions under which it would otherwise be impossible for human beings to breathe. In order to fully understand the principles that govern the use of breathing apparatus, it is first necessary to understand the process of respiration and the composition of the atmosphere.

### Responsibility

#### Incident Controller

The Incident Controller (IC) is responsible for ensuring that Firefighters and all other personnel who enter a hazardous atmosphere are properly protected.

#### Firefighter

1. All Firefighters are to ensure their own safety. The following are the fundamental expectations of firefighters using BA:

- Don BA in fresh air.
- Work in teams of at least two (2).
- Select the designated fireground channel on portable radios.

- Deposit BA tally tags at a BA entry prior to entering a building.

- Enter correct and relevant details on the BA tally tag
- Report to the BA entry and collect their BA tally tags on exiting the fire/incident. There must be a separate record for each re-entry.
- Check time out/low-air periodically.
- Exit the fireground accompanied by at least one (1) other member of the team when the cylinder pressure gauge of their BA reaches a pre-determined level, or the cylinder low-air warning signal operates.
- Proceed toward the sound of a full alarm or distress signal. Rendering assistance is to take precedence over the work in hand. Communication of the situation to BA Entry Officer/IC is required.
- All crews will withdraw immediately upon the operation of the evacuation alarm.
- Use guidelines on the instruction of the IC.
- Report to BA Service after collecting BA tally tags from the BA entry (if one is in operation).
- On operation of the evacuation alarm, all crews will withdraw immediately

### When to wear BA

BA is to be donned at any alarm of fire or hazardous incident prior to investigation of the call.

The IC, after conducting a dynamic risk assessment, will determine whether BA will be used by the crew members. The IC will also determine when BA is no longer required.

Where there is a hazardous atmosphere risk, firefighters need not wait for an order from the IC to use BA and/or other respiratory protection.

## BA Stage 1 and 2

The Breathing Apparatus procedure is made up in two (2) stages—Stage 1 and Stage 2.

### Stage 1

BA Stage 1 is implemented in situations where it has been necessary to use BA. BA entry procedures should be implemented (when resources are available) however the BA entry point initially may or may not be supervised.

#### *Duties of the Incident Controller*

- The duties of the Incident Controller are as follows:
- Communicate BA Stage 1 in operation in Wordback.
- Ensure adequate numbers of personnel dressed for emergencies.
- Determine and implement any communication procedure that may be required.
- Check status of tally board and BA operators at all times.

### Stage 2

BA Stage 2 is implemented where the IC determines that BA operations may be over a protracted period, under severe conditions or will involve the use of a number of BA operators. It is instituted for all fires and incidents where a BA Bus is in attendance, and not be instigated unless a BA Bus is on scene.

The IC will implement Stage 2 procedures as per the following:

- Request attendance of BA Bus (if not already in attendance).
- Direct the Breathing Apparatus Control Officer (BACO) to establish an entry point. This will be known as the BA entry and have an Officer, or a nominated person, to take charge of it.
- If the situation requires more than one (1) entry point, establish BA entry for each point of entry. Each entry point to be identified in a distinctive way, e.g. BA entry Sector 1.
- Provide each BA entry with a BA control board to which will be attached the BA tally tags of all BA operators operating from that point. The following additional information is to be recorded on the BA control board in respect to each BA tally tag:
  - – low-air / time of whistle
  - – location of teams
- Transfer the BA tally tags of firefighters who may already be at work under Stage 1 procedure to the appropriate BA control board by the person who was previously in charge. That person will then hand over responsibilities as directed.

#### **Duties of Breathing Apparatus Control Officer (BACO)**

The duties of the BACO are as follows:

- Supervise BA service, entry points and all BA requirements.
- Set up the Emergency Signal Unit (ESU).
- As directed by the IC, have an adequate number of firefighters available and dressed in BA as reliefs, and to order them to the appropriate BA entry in time to enable operational personnel to carry out their responsibilities.
- Liaise with BA entry, BA service.
- Liaise with the IC and Operations Officer on BA strategies and tactics and send periodic reports to the JMT.
- Notify the IC of unaccounted firefighters for activation of relief crews.

#### **Duties of BA Entry Officer (BAEO)**

The duties of the person in charge of BA entry are as follows:

- Establish a BA control board at the BA entry point and obtain the tally tags of BA operators operating from that point.
- Relieve firefighters at the appropriate time according to the record.
- As directed by the IC, have sufficient firefighters standing by for relief purposes throughout the time the BA entry is operating.
- Have at least two (2) firefighters standing by dressed in BA for emergency purposes.
- Initiate a relief team in consultation with the IC when necessary, such as firefighters failing to report when due out.
- Conduct a Personnel Accountability Report (PAR) if requested.
- Send periodic reports to the BACO indicating the number of BA in use, personnel requirements.

#### Note: Evacuation Signals

##### Evacuation

Three short blasts at one second duration each.

##### Quiet or cease operations

One continuous blast for three seconds.

##### Resume operations

One blast for three seconds, followed by a one second blast.

At the completion of each signal, a pause of three seconds shall occur and then the signal sequence shall be repeated continuously until it is determined the signal can cease.

NB: The use of these signals does not negate the need for the evacuation order to be relayed via radio transmission on the fireground.

A BA service facility is to be set up at the most convenient site for easy access and communication with all BA entry points.

#### Duties of BA Service

When BA operators withdraw, after collecting their BA tally tags from the BAEO, they must report to the BA service (if one is in operation).

A BA service facility is to be set up at the most convenient site for easy access and communication with all BA entry points.

The duties of BA service are as follows:

- Meet the service requirements of BA and other equipment.
- Ensure that sufficient equipment is available for the servicing of BA.
- Send periodic reports to the BACO.

#### Change of shift procedures for BA Operators

- There are six (6) visual and six (6) functional checks and tests that must be completed on the BA at the change of each shift or after the replacement of a cylinder.
- It is the duty of BA operators to perform the following tasks at change of shift:
- Carry out general checks of BA as per the procedures detailed in this chapter.
- Record relevant information on the BA tally tag (name of operator, station number and cylinder pressure).
- Check that BA control board is in order and available for use (clock and chinagraph pencil).
- Check time on BA control board corresponds with time on Station Turn Out (STO) system in the watch room, make necessary adjustments to BA control board clock if required.
- Check that personal lines and guidelines are available.



Report result of check to Officer-in-Charge.

Note: Further detail about BA procedures is contained in the Operate BA Open Circuit Resource Manual PUAFIR207B which is updated periodically through consultation between the Parties.

**Overarching Operational Services Agreement**

This Agreement is made by the following parties (the parties)

**COUNTRY FIRE AUTHORITY** (a body corporate established under section 6 of the *Country Fire Authority Act 1958*) (ABN 39 255 319 010) of 8 Lakeside Drive, Burwood East Victoria 3151

and

**Chief Executive Officer of the Country Fire Authority**

of 8 Lakeside Drive, Burwood East VIC 3151

(Collectively referred to as 'CFA')

and

**FIRE RESCUE VICTORIA** (a body corporate established under section 6 of the *Fire Rescue Victoria Act 1958*) (ABN 28 598 558 561) of 456 Albert Street, East Melbourne Victoria 3002

and

**Fire Rescue Commissioner, Fire Rescue Victoria**

of 456 Albert Street, East Melbourne VIC 3002

(Collectively referred to as 'FRV')

**Background**

- a) The Country Fire Authority (CFA) is a statutory authority constituted under section 6 of the *Country Fire Authority Act 1958* (Vic) (CFA Act) for the effective control of suppression of fires in the country area of Victoria and is a fully volunteer fire fighting service, supported where necessary by paid staff. The Chief Officer is the Chief Officer of all brigades registered by the CFA under the CFA Act.
- b) Fire Rescue Victoria (FRV) is a statutory authority constituted under section 6 of the *Fire Rescue Victoria Act 1958* (Vic) (FRV Act) to provide for fire suppression and fire prevention services in the Fire Rescue Victoria fire district and to provide operational and management support to the Country Fire Authority. The Fire Rescue Commissioner has all the functions, duties and powers of Fire Rescue Victoria.
- c) In accordance with s 25A of the FRV Act, FRV has the power to do all things necessary or convenient to be done for or in connection with the performance of its duties and functions, including the power to enter into agreements or arrangements with any person or body for the provision of goods or services by FRV with the written consent of the Minister.
- d) In accordance with section 25B(3) of the FRV Act, FRV may enter into a secondment agreement (within the meaning of section 25C(10) of the FRV Act) with the CFA, under which officers or employees of FRV are made available to the CFA.
- e) In accordance with s 6F of the CFA Act, the fact that the CFA is a fully volunteer fire fighting service does not preclude it from entering into a secondment agreement (within the meaning of section 25C(10) of the FRV Act).

- f) In accordance with s 20AA the CFA has the power to do all things necessary or convenient to be done for or in connection with the performance of its duties and functions, including the power to enter into agreements or arrangements with any person or body for the provision of goods or services to the Authority.
- g) FRV will provide operational and management support, to the CFA in accordance with this Agreement pursuant to the terms of:
  - i. A Secondment Agreement as set out in Schedule 1; and
  - ii. A Service Level Deed as set out in Schedule 2.
- h) CFA shall only obtain operational and management support in accordance with this Agreement pursuant to the terms of:
  - i. A Secondment Agreement as set out in Schedule 1; and
  - ii. A Service Level Deed as set out in Schedule 2.

## The Parties Agree

### 1. Definitions and Interpretation

#### 1.1 Definitions

In this Agreement, unless the contrary intention is stated, the following definitions will apply:

**Agreement** means this Overarching Operational Services Agreement including all Schedules.

**Business Day** means any day that is not a Saturday, Sunday or a public holiday (being a public holiday appointed as such under the *Public Holidays Act 1993 (Vic)*) in Melbourne.

**Notice** means a written notice in the English language, given under this Agreement.

**Operational Support** means any work, duties or roles, including the provision of operational and management support, contemplated under the *Country Fire Authority / United Firefighters Union of Australia Operational Staff Enterprise Agreement 2016 – Final* and/or the *Operational Staff Employment, Conditions and Entitlements Policy and associated documents*, as they existed at 1 January 2020.

**Party and Parties** means severally the parties to this Agreement.

**Secondment Agreement** means a secondment agreement made pursuant to sub-s25B(3) of the FRV Act and as defined by s 25C(10) of the FRV Act and as set out in Schedule 1 to this Agreement.

**Services** means the services to be provided to CFA by FRV upon request of the Chief Officer of the CFA pursuant to clause 3.5(a) of the Service Level Deed

**Service Level Deed** means the Service Level Deed as set out in Schedule 2 to this Agreement.

**Term** means the term of this Agreement set out in clause 2 of this Agreement.

#### 1.2 Interpretation

In this Agreement unless the context indicates to the contrary:

- a) words importing a gender include any other gender;

- b) words importing persons includes a partnership and a body whether corporate or otherwise;
- c) words in the singular include the plural and the words in the plural include the singular;
- d) clause headings are inserted for convenience only and have no effect in limiting or extending the language of provisions to which they refer;
- e) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and the State of Victoria amended or replaced from time to time;
- f) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning; and
- g) Where this Agreement refers to a term defined in the CFA Act or FRV Act, the relevant definitions in those Acts apply.

## **2. Term**

This Agreement will commence on the date of execution by the Parties, and will continue in force unless terminated by the Parties in accordance with clause 9.

## **3. Arrangements for FRV officers or employees to provide Operational Support to CFA**

- 3.1 All employees providing, or directed to provide, Operational Support to the CFA shall be FRV employees providing Services in accordance with the Service Level Deed or Seconddees provided pursuant to the Secondment Agreement.
- 3.2 The CFA agree that any work, duty or roles that would be covered by the *Country Fire Authority / United Firefighters Union of Australia Operational Staff Enterprise Agreement 2016 – Final* and/or the *Operational Staff Employment, Conditions and Entitlements Policy and associated documents*, as they existed at 1 January 2020, if such instruments applied to the CFA and the work was performed by an employee, shall only be performed by employees of FRV providing Services to the CFA in accordance with the Service Level Deed or by Seconddees provided pursuant to the Secondment Agreement.
- 3.3 For the avoidance of doubt, nothing in this Agreement limits the power of the CFA to appoint, transfer, or remove officers and employees pursuant to s 17(c) of the CFA Act to perform work which is not Operational Support save that the CFA shall not at any time direct any such officers or employees to perform Operational Support.

## **4. No reduction in support to volunteers**

- 4.1 The parties will ensure that there is no reduction to the Operational Support to the country area of Victoria as defined by the CFA Act.
- 4.2 The Parties agree that officers and employees providing Operational Support to the CFA in accordance with this Agreement pursuant to the Service Level Deed or Secondment Agreement:
  - (a) shall remain employed solely by FRV at all times;

- (b) shall be employed in accordance with their terms and conditions of employment as determined by the FRV from time to time; and
- (c) shall not be disadvantaged in their terms and conditions of employment by reason of their role providing Operational Support to the CFA.

4.3 Nothing in this Agreement will impact upon the State Control Arrangements.

## **5. Secondment Agreement**

5.1 The Parties agree that Schedule 1 to this Agreement constitutes an agreement between the Fire Rescue Commissioner (on behalf of FRV) and the Chief Officer of the CFA (on behalf of the CFA) under which one or more officers or employees of FRV are made available to the CFA for the purpose of ss 25B(3) and 25C(10) of the FRV Act.

5.2 No secondment agreement shall be made by the Parties for the purpose of ss 25B(3) and 25C(10) of the FRV Act, other than in accordance with the terms of Schedule 1 to this Agreement.

## **6. Service Level Deed**

6.1 The Parties agree that Schedule 2 to this Agreement constitutes a Service Level Deed for the purpose of this Agreement.

6.2 No Service Level Deed shall be made by the Parties, other than in accordance with the terms of Schedule 1 to this Agreement.

## **7. Notices**

- a) Any Party notifying or giving Notice under this Agreement will give Notice in writing addressed to the address of the other Party or as otherwise notified from time to time.
- b) Any Notice will be deemed to have been received by the Party to which it was sent:
  - i. in the case of delivery, upon the date of such delivery,
  - ii. in the case of prepaid post within Australia, on the seventh day next following the date of dispatch; or
  - iii. in the case of e-mail or facsimile transmission, at the time of transmission, provided that, following the transmission, the sender receives a transmission confirmation report on a business day and before 5.00 pm or otherwise it will be deemed to have been received on the next such business day.

## **8. Dispute Resolution**

### **8.1 Dispute Notice**

- a) A Party claiming that a dispute or disagreement has arisen under this Agreement must give a Dispute Notice to the other Party, specifying the nature of the dispute.

- b) A Dispute Notice may be withdrawn at any time by the Party that gave the Dispute Notice.

#### **8.2 Good Faith Discussions**

- a) Within 10 Business Days of the date of issue of the Dispute Notice the Parties must enter into good faith discussions in an attempt to resolve the issues between them.
- b) Should discussions in clause 5.2(a) fail to resolve the dispute, the matter should be referred to the Chief Executive Officer, Chief Officer, CFA and the Fire Rescue Commissioner, FRV. The Chief Executive Officer and the Fire Rescue Commissioner will discuss the matter and resolve the dispute which may result in an amendment to this Agreement.

#### **8.3 Enforcement of obligations**

- a) If the Dispute is not resolved within 28 days after the dispute is referred to the Chief Executive Officer and Chief Officer, CFA and the Fire Rescue Commissioner, FRV in accordance with cl 5.2(b), the parties will refer the dispute to an agreed arbitrator whose decision will be binding.
- b) A party may not start court proceedings in relation to a Dispute until it has exhausted the procedures in clauses 8.1 and 8.2, unless the party seeks injunctive or other interlocutory relief.

#### **8.4 Performance of Obligations**

Notwithstanding the existence of a dispute, the Parties to the dispute will continue to perform their obligations under this Agreement.

### **9. Review of Agreement**

- a) The parties will review the operation and effectiveness of the Agreement after a 12-month period.
- b) Any amendments arising from a review under clause 9(a) must be made in accordance with clause 11.3.

### **10. Termination**

#### **10.1 Agreement to terminate**

This Agreement will remain in force until the parties agree in writing to terminate the Agreement.

#### **10.2 Effect of termination on Service Agreement and Secondment Agreement**

The Service Agreement and Secondment Agreement shall remain in force notwithstanding the termination of this Agreement.

#### **10.3 Effect of repudiation**

The parties agree that a breach or repudiation of this Agreement by one party, whether a fundamental breach or not, shall not terminate this Agreement, nor shall it be grounds for another party electing to treat or treating this Agreement as terminated.

## **11. General**

### **11.1 Entire agreement**

This Agreement forms the entire agreement of the Parties on the subject matter. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this Agreement.

### **11.2 Severability**

Any provision of this Agreement that is invalid or unenforceable will be read down so as to be valid and enforceable, and if that is not possible, the provision will be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of the Agreement.

### **11.3 Variation or amendment**

No variation or amendment of this Agreement is binding unless it is agreed in writing between the parties.

### **11.4 Counterparts**

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

### **11.5 Jurisdiction**

This Agreement is governed by the laws of the State of Victoria.

### **11.6 Costs**


Unless otherwise agreed by the Parties, each Party will pay its own legal costs and other expenses for and incidental to the preparation, negotiation and completion of this Agreement and other documents referred to in it, unless expressly stated otherwise.

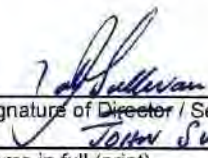
### **11.7 Time to act**

If the time for a Party to do something is not specified in this Agreement, the party will do what is required within a reasonable time based on available resources.

Signed by the parties as an Agreement.


The common seal of the Country Fire Authority, in accordance with section 6(2) of the *Country Fire Authority Act 1958* (Vic), is fixed in the presence of:

Signature of Director:   
Name in full (print): GREGORY SMITH

Signature of Director / Secretary:   
Name in full (print): JOHN SULLIVAN

Date: 30 JUNE 2020

Signed by Chief Executive Officer of the Country Fire Authority

Signature of Chief Executive Officer:   
Name (print): CATHERINE GREAVES  
Date: 30 JUNE 2020

Signature of Witness:   
Name of witness (print): KATHRYN LEVI

Signed by Fire Rescue Victoria

Signature of Fire Rescue Commissioner: .....  
Ken Block, Fire Rescue Commissioner  
Date: .....

Signature of Witness: .....  
Name of witness (print): .....

Signed by Fire Rescue Commissioner, Fire Rescue Victoria

Signature of Fire Rescue Commissioner: .....  
Ken Block, Fire Rescue Commissioner  
Date: .....

Signature of Witness: .....  
Name of witness (print): .....



Signed by the parties as an Agreement.

The common seal of the Country Fire Authority, in accordance with section 6(2) of the *Country Fire Authority Act 1958* (Vic), is fixed in the presence of:


_____ Signature of Director	_____ Signature of Director / Secretary
_____ Name in full (print)	_____ Name in full (print)
Date: _____	


Signed by Chief Executive Officer of the Country Fire Authority

Signature of Chief Executive Officer: .....  
Name (print): .....  
Date: .....


Signature of Witness: .....  
Name of witness (print): .....

Signed by Fire Rescue Victoria

Signature of Fire Rescue Commissioner:  .....  
Ken Block, Fire Rescue Commissioner  
Date: 30 JUNE 2020 .....

Signature of Witness:  .....  
Name of witness (print): JANE SEXTON .....

Signed by Fire Rescue Commissioner, Fire Rescue Victoria

Signature of Fire Rescue Commissioner:  .....  
Ken Block, Fire Rescue Commissioner  
Date: 30 JUNE 2020 .....

Signature of Witness:  .....  
Name of witness (print): JANE SEXTON .....

## SERVICE LEVEL DEED OF AGREEMENT

This Service Level Deed of Agreement is made by the following parties (the parties)

**COUNTRY FIRE AUTHORITY** (a body corporate established under section 6 of the *Country Fire Authority Act 1958*) (ABN 39 255 319 010) of 8 Lakeside Drive, Burwood East Victoria 3151

and

**Chief Executive Officer of the Country Fire Authority**

of 8 Lakeside Drive, Burwood East VIC 3151

(collectively referred to as 'CFA')

and

**FIRE RESCUE VICTORIA** (a body corporate established under section 6 of the *Fire Rescue Victoria Act 1958*) (ABN 28 598 558 561) of 456 Albert Street, East Melbourne Victoria 3002

and

**Fire Rescue Commissioner, Fire Rescue Victoria**

of 456 Albert Street, East Melbourne VIC 3002

(collectively referred to as 'FRV')

### Background

- a) The Country Fire Authority is a statutory authority constituted under section 6 of the *Country Fire Authority Act 1958 (Vic)* (**CFA Act**) for the effective control of suppression of fires in the country area of Victoria and is a fully volunteer fire fighting service, supported where necessary by paid staff. The Chief Officer is the Chief Officer of all brigades registered by the CFA under the CFA Act.
- b) Fire Rescue Victoria is a statutory authority constituted under section 6 of the *Fire Rescue Victoria Act 1958 (Vic)* (**FRV Act**) to provide for fire suppression and fire prevention services in the Fire Rescue Victoria fire district. The Fire Rescue Commissioner has all the functions, duties and powers of Fire Rescue Victoria.
- c) This Deed supports the purposes of FRV and CFA in that FRV will provide operational and management support, including administrative, training, community safety and fire safety support, to the CFA which is a fully volunteer fire fighting service, supported where necessary by paid staff.
- d) In accordance with sections 25A(1) and 25A(2)(a) of the FRV Act, FRV has the power to do all things necessary or convenient to be done for or in connection with the performance of its duties and functions and may enter into agreements or arrangements with any person or body for the provision of goods or services to FRV.
- e) In accordance with s 20AA(1) and s 20AA(2)(b) the CFA has the power to do all things necessary or convenient to be done for or in connection with the performance of its duties and functions, including the power to enter

into agreements or arrangements with any person or body for the provision of goods or services by the Authority, subject to the written consent of the Minister.

- f) The CFA will provide the Services and Functions set out in this Deed to FRV.

## The Parties Agree

### 1. Definitions and Interpretation

#### 1.1 Definitions

In this Service Level Deed, unless the contrary intention is stated, the following definitions will apply:

**Business Day** means any day that is not a Saturday, Sunday or a public holiday (being a public holiday appointed as such under the *Public Holidays Act 1993 (Vic)*) in Melbourne.

**Functions** means the functions to be provided by CFA to FRV upon request of the Fire Rescue Commissioner of FRV pursuant to clause 4.1(a) of this Service Level Deed.

**Notice** means a written notice in the English language, given under this Deed.

**Operational Support** means any work, duties or roles, including the provision of operational and management support, contemplated under the *Country Fire Authority / United Firefighters Union of Australia Operational Staff Enterprise Agreement 2016 – Final and/or the Operational Staff Employment, Conditions and Entitlements Policy* and associated documents, as they existed at 1 January 2020.

**Party and Parties** means severally the parties to this Deed.

**Services** means the services to be provided by CFA to FRV upon request of the Fire Rescue Commissioner of FRV pursuant to clause 3.1(a) of this Service Level Deed.

**Service Level Deed or Deed** means this Service Level Deed as amended from time to time.

**Term** means the term of this Service Level Deed set out in clause 2 of this Service Level Deed.

#### 1.2 Interpretation

In this Service Level Deed unless the context indicates to the contrary:

- a) words importing a gender include any other gender;
- b) words importing persons includes a partnership and a body whether corporate or otherwise;
- c) words in the singular include the plural and the words in the plural include the singular;
- d) clause headings are inserted for convenience only and have no effect in limiting or extending the language of provisions to which they refer;
- e) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and the State of Victoria amended or replaced from time to time;

- f) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning; and
- g) Where this Service Level Deed refers to a term defined in the CFA Act or FRV Act, the relevant definitions in those Acts apply.

**2. Term**

- 2.1 This Service Level Deed will commence on the date of execution by the Parties, and will continue in force unless terminated by the Parties in accordance with clause 7.
- 2.2 The Parties agree to commence negotiations for a Deed to replace this Deed on or before 1 July 2023.

**3. Arrangements for CFA to provide services to ~~GFA~~ FRV**

**3.1 Services to be provided by CFA to FRV**

- a) The following are the Services to be provided by the CFA to FRV for the purpose of this Service Level Deed:
  - i. The service relating to mechanical services to appliances that are transferring from CFA to FRV (**Mechanical Services**). Mechanical Services includes all services provided by District Mechanical Officers (**DMOs**) and related services provided by CFA to support the services provided by DMOs.
  - ii. The service relating to use of training facilities managed by CFA (**Training Grounds**). Training Grounds services includes the use of CFA managed Training Grounds including but not limited to the provision of services by PAD Supervisors and PAD Operators and use of the training facilities.
  - iii. The service relating to bushfire management and land use planning (BMLUP). BMLUP services includes maintenance of CFA's role as a statutory referral authority under relevant planning legislation. This referral function will be managed by CFA to support local government and will encompass the provision of advice where fire safety referrals occurs within a Bushfire Management Overlay (**BMO**) area. CFA will also manage all other Land Use Planning referrals where the Country Fire Authority conditions in relation to vegetation management, Bushfire Attack Level (for the BMO) and access and water supply considerations are required. Where the Bushfire Management Overlay exists in FRV area, CFA will provide this function on behalf of FRV.
  - iv. The service relating to Bushfire Investigation (**BI**). BI services includes co-ordination of bushfire investigations under the direction of the CFA Chief Officer via a Commander that is seconded from FRV to CFA and embedded in the FRV Fire Investigation Unit.
- b) The Parties shall continue to meet as required to provide further particulars of the Services described in this clause.
- c) Any further dispute as to the particulars of the Services described in this clause shall be dealt with in accordance with the Dispute Resolution process set out at clause 5 to the Service Level Deed.

*lg*

*lg*  
*(Subject to final negotiate)*

#### **4. Functions**

- a) The following are the Functions to be provided by CFA to FRV for the purpose of this Service Level Deed:
  - i. Co-ordinate, train and maintain skills of fire Investigators in bushfire investigations; and
  - ii. Bushfire Investigation section will coordinate bushfire, (grass, scrub and bushfires) investigations of behalf of FRV under a service level agreement.
- b) The Parties shall continue to meet as required to provide further particulars of the Functions described in this clause.
- c) Any further dispute as to the particulars of the Functions described in this clause shall be dealt with in accordance with the Dispute Resolution process set out at clause 7 to the Service Level Deed.

#### **5. Funding for Services to be provided by CFA to FRV**

- a) CFA and FRV agree that all funding for Services will be provided directly to CFA.
- b) CFA and FRV agree that where funding for Services requested by FRV is not provided to CFA, FRV and CFA will jointly make submission to Government to obtain the funding required.
- c) FRV will take all reasonable steps to facilitate the provision of funding to CFA for the Services.
- d) FRV agrees not to request or accept any funding from Government in relation to the provision of the Services.

#### **6. Notices**

- a) Any Party notifying or giving Notice under this Deed will give Notice in writing addressed to the address of the other Party or as otherwise notified from time to time.
- b) Any Notice will be deemed to have been received by the Party to which it was sent:
  - i. in the case of delivery, upon the date of such delivery;
  - ii. in the case of prepaid post within Australia, on the seventh day next following the date of dispatch; or
  - iii. in the case of e-mail or facsimile transmission, at the time of transmission, provided that, following the transmission, the sender receives a transmission confirmation report on a business day and before 5.00 pm or otherwise it will be deemed to have been received on the next such business day.

#### **7. Dispute Resolution**

##### **7.1 Dispute Notice**

- a) A Party claiming that a dispute or disagreement has arisen under this Deed must give a Dispute Notice to the other Party, specifying the nature of the dispute.

- b) A Dispute Notice may be withdrawn at any time by the Party that gave the Dispute Notice.

#### **7.2 Good Faith Discussions**

- a) Within 10 Business Days of the date of issue of the Dispute Notice the Parties must enter into good faith discussions in an attempt to resolve the issues between them.
- b) Should discussions in clause 5.2(a) fail to resolve the dispute, the matter should be referred to the Chief Executive Officer, Chief Officer, CFA and the Fire Rescue Commissioner, FRV. The Chief Executive Officer and the Fire Rescue Commissioner will discuss the matter and resolve the dispute which may result in an amendment to this Deed.

#### **7.3 Enforcement of obligations**

- a) If the Dispute is not resolved within 28 days after the dispute is referred to the Chief Executive Officer and Chief Officer, CFA and the Fire Rescue Commissioner, FRV in accordance with cl 5.2(b), the parties will refer the dispute to an agreed arbitrator whose decision will be binding.
- b) A party may not start court proceedings in relation to a Dispute until it has exhausted the procedures in clauses 7.1 and 7.2, unless the party seeks injunctive or other interlocutory relief.

#### **7.4 Performance of Obligations**

Notwithstanding the existence of a dispute, the Parties to the dispute will continue to perform their obligations under this Deed.

### **8. Review of Deed**

- a) The parties will review the operation and effectiveness of the Deed after a 12-month period.
- b) Any amendments arising from a review under clause 8(a) must be made in accordance with clause 10.3.

### **9. Termination**

#### **9.1 Replacement or agreement to terminate**

This Deed will remain in force until:

- a) It is replaced by another Deed made between the parties; or
- b) The parties agree in writing to terminate the Deed.

#### **9.2 Effect of repudiation**

The parties agree that a breach or repudiation of this Deed by one party, whether a fundamental breach or not, shall not terminate this Deed, nor shall it be grounds for another party electing to treat or treating this Deed as terminated.

### **10. General**

#### **10.1 Entire agreement**

This Deed forms the entire agreement of the Parties on the subject matter. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this Deed.

**10.2 Severability**

Any provision of this Deed that is invalid or unenforceable will be read down so as to be valid and enforceable, and if that is not possible, the provision will be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of the Deed.

**10.3 Variation or amendment**

No variation or amendment of this Deed is binding unless it is agreed in writing between the parties.

**10.4 Counterparts**

This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

**10.5 Jurisdiction**

This Deed is governed by the laws of the State of Victoria.

**10.6 Costs**

Unless otherwise agreed by the Parties, each Party will pay its own legal costs and other expenses for and incidental to the preparation, negotiation and completion of this Deed and other documents referred to in it, unless expressly stated otherwise.


**10.7 Time to act**

If the time for a Party to do something is not specified in this Deed, the party will do what is required within a reasonable time based on available resources.

Signed by the parties as a deed.

**SIGNED SEALED AND DELIVERED by Country Fire Authority**


The common seal of the Country Fire Authority, in accordance with section 6(2) of the *Country Fire Authority Act 1958* (Vic), is fixed in the presence of:

Signature of Director:   
Name in full (print): GREGORY SMITH

Signature of Director / Secretary:   
Name in full (print): JOHN SULLIVAN

Date: 30 JUNE 2020

**Signed sealed and delivered by Chief Executive Officer of the Country Fire Authority**

Signature of Chief Executive Officer:   
Name (print): CATHERINE GREAVES  
Date: 30 JUNE 2020

Signature of Witness:   
Name of witness (print): KATHRYN LEVI

**Signed sealed and delivered by Fire Rescue Victoria**

Signature of Fire Rescue Commissioner: .....  
Ken Block, Fire Rescue Commissioner  
Date: .....

Signature of Witness: .....  
Name of witness (print): .....

**Signed sealed and delivered by Fire Rescue Commissioner, Fire Rescue Victoria**

Signature of Fire Rescue Commissioner: .....  
Ken Block, Fire Rescue Commissioner  
Date: .....

Signature of Witness: .....  
Name of witness (print): .....



Signed by the parties as a deed.

**SIGNED SEALED AND DELIVERED by Country Fire Authority**

The common seal of the Country Fire Authority, in accordance with section 6(2) of the *Country Fire Authority Act 1958* (Vic), is fixed in the presence of:

_____ Signature of Director	_____ Signature of Director / Secretary
_____ Name in full (print)	_____ Name in full (print)
Date: _____	

**Signed sealed and delivered by Chief Executive Officer of the Country Fire Authority**

Signature of Chief Executive Officer: .....  
Name (print): .....  
Date: .....

Signature of Witness: .....  
Name of witness (print): .....

**Signed sealed and delivered by Fire Rescue Victoria**

Signature of Fire Rescue Commissioner: *Ken Block* .....  
Ken Block, Fire Rescue Commissioner  
Date: 30 JUNE 2020 .....

*Jane Sexton*  
Signature of Witness: .....  
Name of witness (print): JANE SEXTON .....

**Signed sealed and delivered by Fire Rescue Commissioner, Fire Rescue Victoria**

Signature of Fire Rescue Commissioner: *Ken Block* .....  
Ken Block, Fire Rescue Commissioner  
Date: 30 JUNE 2020 .....

*Jane Sexton*  
Signature of Witness: .....  
Name of witness(print): JANE SEXTON .....

## SERVICE LEVEL DEED OF AGREEMENT

This Service Level Deed of Agreement is made by the following parties (the parties)

**COUNTRY FIRE AUTHORITY** (a body corporate established under section 6 of the *Country Fire Authority Act 1958*) (ABN 39 255 319 010) of 8 Lakeside Drive, Burwood East Victoria 3151

and

**Chief Executive Officer of the Country Fire Authority**

of 8 Lakeside Drive, Burwood East VIC 3151

(Collectively referred to as 'CFA')

and

**FIRE RESCUE VICTORIA** (a body corporate established under section 6 of the *Fire Rescue Victoria Act 1958*) (ABN 28 598 558 561) of 456 Albert Street, East Melbourne Victoria 3002

and

**Fire Rescue Commissioner, Fire Rescue Victoria**

of 456 Albert Street, East Melbourne VIC 3002

(Collectively referred to as 'FRV')

### Background

- a) The Country Fire Authority (CFA) is a statutory authority constituted under section 6 of the *Country Fire Authority Act 1958* (Vic) (CFA Act) for the effective control of suppression of fires in the country area of Victoria and is a fully volunteer fire fighting service, supported where necessary by paid staff. The Chief Officer is the Chief Officer of all brigades registered by the CFA under the CFA Act.
- b) Fire Rescue Victoria (FRV) is a statutory authority constituted under section 6 of the *Fire Rescue Victoria Act 1958* (Vic) (FRV Act) to provide for fire suppression and fire prevention services in the Fire Rescue Victoria fire district and to provide operational and management support to the Country Fire Authority. The Fire Rescue Commissioner has all the functions, duties and powers of Fire Rescue Victoria.
- c) This Deed supports the purposes of FRV and CFA in that FRV will provide operational and management support, including administrative, training, community safety and fire safety support, to the CFA which is a fully volunteer fire fighting service, supported where necessary by paid staff.
- d) The FRV will provide the Services set out in this Deed to the CFA. Such Services do not amount to a secondment of employees or officers between the organisations.

## The Parties Agree

### 1. Definitions and Interpretation

#### 1.1 Definitions

In this Service Level Deed, unless the contrary intention is stated, the following definitions will apply:

**Business Day** means any day that is not a Saturday, Sunday or a public holiday (being a public holiday appointed as such under the *Public Holidays Act 1993 (Vic)*) in Melbourne.

**Notice** means a written notice in the English language, given under this Deed.

**Operational Support** means any work, duties or roles, including the provision of operational and management support, contemplated under the *Country Fire Authority / United Firefighters Union of Australia Operational Staff Enterprise Agreement 2016 – Final and/or the Operational Staff Employment, Conditions and Entitlements Policy* and associated documents, as they existed at 1 January 2020

**Party and Parties** means severally the parties to this Deed.

**Secondment Agreement** means a secondment agreement made pursuant to sub-s25B(3) of the FRV Act and as defined by s 25C(10) of the FRV Act.

**Services** means the services to be provided to CFA by FRV upon request of the Chief Officer of the CFA pursuant to clause 3.5(a) of this Service Level Deed.

**Service Level Deed or Deed** means this Service Level Deed as amended from time to time.

**Term** means the term of this Service Level Deed set out in clause 2 of this Service Level Deed.

#### 1.2 Interpretation

In this Service Level Deed unless the context indicates to the contrary:

- a) words importing a gender include any other gender;
- b) words importing persons includes a partnership and a body whether corporate or otherwise;
- c) words in the singular include the plural and the words in the plural include the singular;
- d) clause headings are inserted for convenience only and have no effect in limiting or extending the language of provisions to which they refer;
- e) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and the State of Victoria amended or replaced from time to time;
- f) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning; and
- g) Where this Service Level Deed refers to a term defined in the CFA Act or FRV Act, the relevant definitions in those Acts apply.

**2. Term**

- 2.1 This Service Level Deed will commence on the date of execution by the Parties, and will continue in force unless terminated by the Parties in accordance with clause 7.
- 2.2 The Parties agree to commence negotiations for a Deed to replace this Deed on or before 1 July 2023.

**3. Arrangements for FRV officers or employees to provide services to CFA**

- 3.1 All employees providing, or directed to provide, Operational Support to the CFA shall be FRV employees providing Services in accordance with this Service Level Deed or Secondees provided pursuant to a Secondment Agreement.
- 3.2 The CFA agree that any work, duty or roles that would be covered by the *Country Fire Authority / United Firefighters Union of Australia Operational Staff Enterprise Agreement 2016 – Final* and/or the *Operational Staff Employment, Conditions and Entitlements Policy and associated documents*, as they existed at 1 January 2020, if such instruments applied to the CFA and the work was performed by an employee, shall only be performed by employees of FRV providing Services to the CFA in accordance with this Service Level Deed or by Secondees provided pursuant to a Secondment Agreement.
- 3.3 **No reduction in support to volunteers**  
The parties will ensure that there is no reduction to the Operational Support to the country area of Victoria as defined by the CFA Act.

**3.4 Service arrangements**

- a) All FRV employees who provide services to CFA in accordance with this Service Level Deed:
- (i) will work in accordance with their terms and conditions of employment; and
  - (ii) remain employees of FRV.
- b) Nothing in this Service Level Deed will impact upon the State Control Arrangements.

**3.5 Services to be provided by FRV to CFA**

- a) The following are the Services for the purpose of this Service Level Deed:
- (i) The service relating to fire service communication control (FSCC). FSCC service includes but is not limited to:
    - (A) providing clear direction to ESTA call takers and dispatchers in relation to operational incidents involving Fire, Rescue, Hazmat, or other incidents as required where a SOP is not clear;
    - (B) ensuring all SOP's are clearly followed by ESTA call takers and dispatchers;
    - (C) liaising on a regular basis with all other Emergency services; and
    - (D) identifying and managing risks as they arise and implementing appropriate strategies to combat the issue, ensuring operational response is not impacted on.
  - (ii) The service relating to protective equipment technical services (PET). PET service includes but is not limited to:

- (A) providing technical knowledge and skills to maintain Protective equipment to a high level of operational response capability;
  - (B) ensuring Operational PE is maintained to appropriate standards and to ensure operational response is not impacted upon;
  - (C) providing professional advice to operations on an as needs basis to ensure operational incidents are brought to a successful conclusion; and
  - (D) providing technical advice in relation to new technology to ensure that the fire service is leading the world in operational response.
- (iii) The service relating to specialist instructing services (SI) in firefighting emergency response in areas of Hazmat, Technical Specialist Rescue (High Angle, Confined Space and Trench), and Heavy Rescue. SI service includes but is not limited to coordination, development, delivery, assessment and evaluation through adult learning delivery strategies.
- (A) The service relating to communications and communications infrastructure technical support (CTS). CTS service includes but is not limited to the following:
  - (B) ongoing maintenance and installation of communications infrastructure which may include telephone, data and radio systems;
  - (C) attendance to complex communications faults;
  - (D) investigation, analysis, diagnosis and undertaking rectification work on Communications systems;
  - (E) monitoring communications technology functionality and undertaking routine testing and evaluation of new or adapted products and technologies;
  - (F) coordinating and /or undertaking communications infrastructure upgrades, ensuring integration with other services and systems.
- (iv) The service relating to structural fire investigation (SFI). CFA bushfire investigation unit with coordinate bushfire investigations under the direction of the CFA Chief Officer via a Commander that is seconded from FRV to CFA and embedded in the FRV Fire Investigation Unit. SFI service includes but is not limited to the following:
- (A) Investigation and analysis associated with the causation of
  - (B) Fire incidents in the built environment;
  - (C) Post incident analyses reporting;
  - (D) Support after action reviews;
  - (E) Fire service personnel involving serious injury or death;
  - (F) coordinating investigations of all structural fires including marine vessels
  - (G) coordinating investigations at designated incidents involving vehicles, road rail trains, lifts, cranes or scaffolding, and amusement structures;
  - (H) coordinating investigation of fires involving serious or fatal injuries;
  - (I) liaising with Victoria Police Arson & Explosives Squad;
  - (J) coordinating the investigation of designated non-structure fires.

- (v) The service relating to building codes, audits, inspections and compliance (BCAIC). BCAIC service includes but is not limited to the following:
  - (A) Statutory reporting authority role in respect of applications for building and occupancy permits;
  - (B) Research and policy function that encompasses the development of fire safety guidelines;
  - (C) Caravan Park and moveable dwellings fire safety compliance;
  - (D) Inspection and auditing of all building classes from two to nine, dealing with essential safety measures, compliance with retrospective fire safety legislation, e.g., the installation of sprinklers in residential care buildings and the installation of smoke alarms in residential properties.
- (vi) The service relating to dangerous goods advisory (DGA). DGA service includes but is not limited to the following:
  - (A) Providing a statutory service delivery advice to the dangerous goods, major hazards facilities (MHF);
  - (B) Providing a specialist technical advisory role to compliment the risk assessment processes associated with the dangerous goods (i.e., transport, storage and handling) industry, MHF, CRWM, construction approvals.
- (vii) The service relating to alarm assessment (AA). Where the services are provided by CFA in the Country Area of Victoria and where there is a cost recovery fee for this service, FRV will collect these fees and reimburse CFA any monies received less any administrative costs. AA service includes but is not limited to the following:
  - (A) operating a centralised business model for administering false alarm, hazardous materials incidents, salvage functions, marine, road rescue and other service delivery charges as determined under legislation by the FRV Commissioner and the CFA Chief Officer;
  - (B) managing monitored automatic alarm information;
  - (C) providing information for prosecution of interference with a FIP;
  - (D) administering false alarm, hazardous materials incidents, salvage functions, marine, road rescue and other service delivery;
  - (E) providing oversight and managing charge-out appeal processes.
- (viii) The service relating to fire safety advocacy and built environment community safety (FSA & BECS). FSA & BECS service includes but is not limited to the following:
  - (A) strategic input into the development of new and enhanced policy and regulatory reform at local, state and national levels;
  - (B) undertaking broad environmental scanning, the identification of emerging built environment trends and identify opportunities for technical and legislative improvement;
  - (C) engaging strategically with major infrastructure stakeholders to provide a fire safety advocacy and advisory role into the design and construction phases of Victoria's critical major infrastructure projects;

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- (D) ensuring appropriate fire safety systems are incorporated into infrastructure projects to enable firefighters a safe workplace whilst operating in unique environments;
  - (E) Statutory service delivery advisory role to the combustible recycling, cladding fire risk and waste materials (CRWM) industries;
  - (F) Fire safety advocacy and advice into major infrastructure projects;
  - (G) Research into new and emerging fire safety risks;
  - (H) Providing technical advice to industry on new and emerging fire safety risk.
- (ix) The service relating to Commander Relief (CR). CR service includes but is not limited to utilisation of the FRV Commander Reliever pool being 14 Commanders to provide relief for FRV CFA seconded Commanders.
- b) The Parties agree that the above Services will be provided by FRV to the CFA.
  - c) The Parties shall continue to meet as required to provide further particulars of the Services described in cl 3.5(a).
  - d) Any further dispute as to the particulars of the Services described in cl 3.5(a) shall be dealt with in accordance with the Dispute Resolution process set out at clause 5 to the Service Level Deed.

### 3.6 FRV Commander Relievers

Where an FRV employee who is a Commander Reliever provides Services to the CFA in accordance with this Service Level Deed by relieving Commanders who have been made available to the CFA in accordance with a Secondment Agreement, such an employee shall implement command and control arrangements at the direction of the CFA Chief Officer.

### 3.7 Funding for Services to be provided by FRV to CFA

- a) FRV and CFA agree that all funding for Services will be provided directly to FRV.
- b) FRV and CFA agree that where funding for Services requested by CFA is not provided to FRV, CFA and FRV will jointly make submission to Government to obtain the funding required.
- c) The CFA will take all reasonable steps to facilitate the provision of funding to FRV for the Services.
- d) The CFA agree not to request or accept any funding from Government in relation to the provision of the Services.

## 4. Notices

- a) Any Party notifying or giving Notice under this Deed will give Notice in writing addressed to the address of the other Party ~~insert details of where notices are to be served~~ or as otherwise notified from time to time.
- b) Any Notice will be deemed to have been received by the Party to which it was sent:
  - i. in the case of delivery, upon the date of such delivery;
  - ii. in the case of prepaid post within Australia, on the seventh day next following the date of dispatch; or
  - iii. in the case of e-mail or facsimile transmission, at the time of transmission, provided that, following the transmission, the sender

receives a transmission confirmation report on a business day and before 5.00 pm or otherwise it will be deemed to have been received on the next such business day.

## **5. Dispute Resolution**

### **5.1 Dispute Notice**

- a) A Party claiming that a dispute or disagreement has arisen under this Deed must give a Dispute Notice to the other Party, specifying the nature of the dispute.
- b) A Dispute Notice may be withdrawn at any time by the Party that gave the Dispute Notice.

### **5.2 Good Faith Discussions**

- a) Within 10 Business Days of the date of issue of the Dispute Notice the Parties must enter into good faith discussions in an attempt to resolve the issues between them.
- b) Should discussions in clause 5.2(a) fail to resolve the dispute, the matter should be referred to the Chief Executive Officer, Chief Officer, CFA and the Fire Rescue Commissioner, FRV. The Chief Executive Officer and the Fire Rescue Commissioner will discuss the matter and resolve the dispute which may result in an amendment to this Deed.

### **5.3 Enforcement of obligations**

- a) If the Dispute is not resolved within 28 days after the dispute is referred to the Chief Executive Officer and Chief Officer, CFA and the Fire Rescue Commissioner, FRV in accordance with cl 5.2(b), the parties will refer the dispute to an agreed arbitrator whose decision will be binding.
- b) A party may not start court proceedings in relation to a Dispute until it has exhausted the procedures in clauses 5.1 and 5.2, unless the party seeks injunctive or other interlocutory relief.

### **5.4 Performance of Obligations**

Notwithstanding the existence of a dispute, the Parties to the dispute will continue to perform their obligations under this Deed.

## **6. Review of Deed**

- a) The parties will review the operation and effectiveness of the Deed after a 12-month period.
- b) Any amendments arising from a review under clause 6(a) must be made in accordance with clause 8.3.

## **7. Termination**

### **7.1 Replacement or agreement to terminate**

This Deed will remain in force until:

- a) It is replaced by another Deed made between the parties; or
- b) The parties agree in writing to terminate the Deed.



## **7.2 Effect of repudiation**

The parties agree that a breach or repudiation of this Deed by one party, whether a fundamental breach or not, shall not terminate this Deed, nor shall it be grounds for another party electing to treat or treating this Deed as terminated.

## **8. General**

### **8.1 Entire agreement**

This Deed forms the entire agreement of the Parties on the subject matter. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this Deed.

### **8.2 Severability**

Any provision of this Deed that is invalid or unenforceable will be read down so as to be valid and enforceable, and if that is not possible, the provision will be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of the Deed.

### **8.3 Variation or amendment**

No variation or amendment of this Deed is binding unless it is agreed in writing between the parties.

### **8.4 Counterparts**

This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

### **8.5 Jurisdiction**

This Deed is governed by the laws of the State of Victoria.

### **8.6 Costs**

Unless otherwise agreed by the Parties, each Party will pay its own legal costs and other expenses for and incidental to the preparation, negotiation and completion of this Deed and other documents referred to in it, unless expressly stated otherwise.

### **8.7 Time to act**

If the time for a Party to do something is not specified in this Deed, the party will do what is required within a reasonable time based on available resources.

Signed by the parties as a deed.

**SIGNED SEALED AND DELIVERED by Country Fire Authority**

The common seal of the Country Fire Authority, in accordance with section 6(2) of the Country Fire Authority Act 1958 (Vic), is fixed in the presence of:

Signature of Director  
GREGORY SMITH  
Name in full (print)

Signature of Director / Secretary  
JOHN SULLIVAN  
Name in full (print)

Date: 30 JUNE 2020

**Signed sealed and delivered by Chief Executive Officer of the Country Fire Authority**

Signature of Chief Executive Officer: [Signature]  
Name (print): CATHERINE GREAVES  
Date: 30 JUNE 2020

Signature of Witness: KATHRYN LEVI  
Name of witness (print): KATHRYN LEVI

**Signed sealed and delivered by Fire Rescue Victoria**

Signature of Fire Rescue Commissioner: .....  
Ken Block, Fire Rescue Commissioner  
Date: .....

Signature of Witness: .....  
Name of witness (print): .....

**Signed sealed and delivered by Fire Rescue Commissioner, Fire Rescue Victoria**

Signature of Fire Rescue Commissioner: .....  
Ken Block, Fire Rescue Commissioner  
Date: .....

Signature of Witness: .....  
Name of witness(print): .....

Signed by the parties as a deed.

**SIGNED SEALED AND DELIVERED by Country Fire Authority**

The common seal of the Country Fire Authority, in accordance with section 6(2) of the *Country Fire Authority Act 1958* (Vic), is fixed in the presence of:

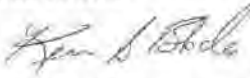
_____ Signature of Director	_____ Signature of Director / Secretary
_____ Name in full (print)	_____ Name in full (print)
Date: _____	

**Signed sealed and delivered by Chief Executive Officer of the Country Fire Authority**

Signature of Chief Executive Officer: .....  
Name (print): .....  
Date: .....


Signature of Witness: .....  
Name of witness (print): .....


**Signed sealed and delivered by Fire Rescue Victoria**

Signature of Fire Rescue Commissioner:  .....  
Ken Block, Fire Rescue Commissioner  
Date: 30 JUNE 2020 .....

Signature of Witness:  .....  
Name of witness (print): JANE SEXTON .....

**Signed sealed and delivered by Fire Rescue Commissioner, Fire Rescue Victoria**

Signature of Fire Rescue Commissioner:  .....  
Ken Block, Fire Rescue Commissioner  
Date: 30 JUNE 2020 .....

Signature of Witness:  .....  
Name of witness (print): JANE SEXTON .....

**SECONDMENT AGREEMENT**

This Secondment Agreement is made by the following parties (**the Parties**)

**COUNTRY FIRE AUTHORITY** (a body corporate established under section 6 of the *Country Fire Authority Act 1958*) (ABN 39 255 319 010) of 8 Lakeside Drive, Burwood East Victoria 3151

and

**Chief Officer of the Country Fire Authority**

of 8 Lakeside Drive, Burwood East VIC 3151

(collectively referred to as **CFA**)

and

**FIRE RESCUE VICTORIA** (a body corporate established under section 6 of the *Fire Rescue Victoria Act 1958*) (ABN 28 598 558 561) of 456 Albert Street, East Melbourne Victoria 3002

and

**Fire Rescue Commissioner, Fire Rescue Victoria of**

456 Albert Street, East Melbourne VIC 3002 (collectively

referred to as **FRV**)

**Background**

- (a) The Country Fire Authority is a statutory authority constituted under section 6 of the *Country Fire Authority Act 1958* (Vic) (**CFA Act**) for the more effective control of the prevention and suppression of fires in the country area of Victoria. CFA is a fully volunteer fire fighting service under the command and control of a paid Chief Officer and supported where necessary by other paid staff. The Parliament recognises that this does not preclude CFA from employing paid staff in the role of Chief Officer, Deputy Chief Officer and Chief Executive Officer or from entering into a Secondment Agreement (within the meaning of section 25C(10) of the *Fire Rescue Victoria Act 1958*).
- (b) The Chief Officer has all of the duties and powers accorded that position under CFA Act 1958.
- (c) Fire Rescue Victoria is a statutory authority constituted under section 6 of the *Fire Rescue Victoria Act 1958* (Vic) (**FRV Act**) to provide for fire suppression and fire prevention services in the FRV fire district and to provide operational and management support to CFA.
- (d) The Fire Rescue Commissioner has all the functions, duties and powers of FRV.
- (e) The Parties acknowledge that additional resources and support are required for CFA and its volunteers and therefore operational and management support including administrative, training, community safety and fire safety support will be provided through this arrangement between FRV and CFA, in accordance with the requirements of this Agreement.
- (f) This Agreement supports the purposes of FRV and CFA in that FRV will provide operational and management support, including administrative, training, community safety and fire safety support, to CFA which is a

- fully volunteer fire fighting service supported where necessary by paid staff.
- (g) This Agreement represents the agreed terms by which officers or employees of FRV may be made available to CFA pursuant to a Secondment Agreement made between the Fire Rescue Commissioner and the Chief Officer of CFA pursuant to section 25B(3) of the FRV Act and as defined by section 25C(10) of the FRV Act.
  - (h) FRV will also provide other support services to CFA, as set out in the Service Level Deed between FRV and CFA. Such services do not amount to a Secondment of employees or officers between the organisations, which is otherwise dealt with in this Agreement.

## The Parties Agree

### 1. Definitions and Interpretation

#### 1.1. Definitions

In this Agreement, unless the contrary intention is stated, the following definitions will apply:

**Agreement** means this Agreement as amended from time to time.

**Applicable Industrial Agreement** means any enterprise agreement made pursuant to the *Fair Work Act 2009* (Cth) which applies to Secondees.

**Business Day** means any day that is not a Saturday, Sunday or a public holiday (being a public holiday appointed as such under the *Public Holidays Act 1993 (Vic)*) in Melbourne. **Notice** means a written notice in the English language, given under this Agreement.

**Non-Transferring Employee** means a Secondee seconded to CFA who is not a Transferring Employee.

**Operational Support** means any work, duties or roles, including the provision of operational and management support, contemplated under the *Country Fire Authority / United Firefighters Union of Australia Operational Staff Enterprise Agreement 2016 – Final* and/or the *Operational Staff Employment, Conditions and Entitlements Policy and associated documents*, as they existed at 1 January 2020.

**Party and Parties** means severally the Parties to this Agreement.

**Secondment** means the placement of an officer or employee of FRV to a Secondment Position within CFA in accordance with this Agreement.

**Secondee** means any officer or employee of FRV made available to CFA for a Secondment in accordance with clause 4.3 of this Agreement.

**Secondment Position** means a position or role within CFA providing operational or management support to CFA in accordance with clause 4, including those positions set out in the minimum staffing chart at Schedule B in accordance with this Agreement.

**Service Level Deed** means the Service Level Deed of Agreement between FRV and CFA for FRV to provide support services to CFA other than through a Secondment Agreement within the meaning of section 25C(10) of the FRV Act.

**Transferring Employee** means an employee or officer who is a transferred employee (within the meaning of s 101 or s 102 of the FRV Act) or a person who is a person transferred to FRV (within the meaning of s 103 of the FRV Act).

## 1.2. Interpretation

In this Agreement unless the context indicates to the contrary:

- (a) words importing a gender include any other gender;
- (b) words importing persons includes a partnership and a body whether corporate or otherwise;
- (c) words in the singular include the plural and the words in the plural include the singular;
- (d) clause headings are inserted for convenience only and have no effect in limiting or extending the language of provisions to which they refer;
- (e) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and the State of Victoria amended or replaced from time to time;
- (f) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning; and
- (g) where this Agreement refers to a term defined in CFA Act or FRV Act, the relevant definitions in those Acts apply.

## 2. Term

This Agreement will commence on the date of execution by the Parties and will continue in force unless terminated by the Parties in accordance with clause 13.

## 3. Operational Support to CFA to be provided by paid staff of FRV

- 3.1. All employees providing, or directed to provide, Operational Support to CFA shall be FRV employees providing Services in accordance with a Service Level Deed or Seconddees provided pursuant to this Secondment Agreement.
- 3.2. CFA agrees that any work, duty or roles that would be covered by the *Country Fire Authority / United Firefighters Union of Australia Operational Staff Enterprise Agreement 2016 - Final* and/or the *Operational Staff Employment, Conditions and Entitlements Policy* and associated documents, as they existed at 1 January 2020, if such Agreements applied to CFA and the work was performed by an employee, shall only be performed by employees of FRV providing Services to CFA in accordance with a Service Level Deed or by Seconddees provided pursuant to this Secondment Agreement.
- 3.3. For the avoidance of doubt, nothing in this Agreement limits the power of CFA to appoint, transfer, or remove officers and employees pursuant to s 17(c) of CFA Act to perform work which is not Operational Support save that CFA shall not at any time direct any such officers or employees to perform Operational Support.

- 4. Secondees provided to CFA pursuant to a Secondment Agreement**
- 4.1. The Parties agree that this Agreement constitutes an agreement under which one or more officers or employees of FRV are made available to CFA for the purpose of sections 25B(3) and 25C(10) of the FRV Act.
- 4.2. No Secondment Agreement shall be made by the Parties for the purpose of sections 25B(3) and 25C(10) of the FRV Act, other than in accordance with the terms of this Agreement.
- 4.3. FRV shall make available to CFA the officers or employees, or classes of officers or employees, of FRV:
- (a) Identified in **Schedule A** to this Agreement in accordance with the terms of this Agreement, and
  - (b) As may be agreed in writing between the Parties from time to time in accordance with the terms of this Agreement.
- 4.4. CFA agrees to request, and FRV agrees to make available, officers or employees of FRV sufficient to fill the Secondment Positions identified in the minimum staffing chart at **Schedule B**.
- 4.5. If FRV proposes to make one or more officers or employees of FRV available to CFA under this Agreement, and such officer or employee is a Transferring Employee, then the Chief Officer of CFA must agree to the particular officer or employee being made available under the Agreement. For the avoidance of doubt, an officer or employee seconded pursuant to this clause is not required to satisfy the requirements in clause 4.6 below.
- 4.6. Where CFA makes a request to FRV for the provision of a Secondee to fill a Secondment Position, and the Secondee is not a person whose employment transferred to FRV pursuant to ss 101, 102 or 103 of the FRV Act:
- (a) FRV shall advertise for an application or Expression of Interest for the Secondment Position, which will include the relevant details of the Secondment Position, including the key appointment criteria, in the same manner that a position within FRV is advertised or posted for Expression of Interest;
  - (b) The Fire Rescue Commissioner shall conduct an equitable, fair and transparent selection process to select a suitable candidate for the Secondment Position. To ensure that the selection process is equitable, fair and transparent the Fire Rescue Commissioner will seek consistency with the requirements of the Applicable Industrial Agreement.
  - (c) The Fire Rescue Commissioner shall consult the Chief Officer of CFA concerning the key appointment criteria in 4.6(a) and the conduct of the selection process in 4.6(b)
  - (d) FRV will provide notice of the selected candidate, being one of those who participated in the selection process at clause 4.6(a), for appointment to the Secondment Position to Chief Officer of CFA;
  - (e) The Chief Officer of CFA may, within one week of receiving such notice, request a review of any FRV proposed appointment where the Chief Officer of CFA has reason to believe that the proposed employee does not hold the advertised key appointment criteria of the position.
  - (f) In the event of a request under paragraph (e) being made FRV will undertake a review as to whether or not the key appointment criteria are met and in doing so will apply the principles for selection for appointment in

4.6 (a) and (b). The outcome of the review will be provided to the Chief Officer of CFA. In the event that the Chief Officer of CFA determines that a further external selection process is required because suitable officers or employees cannot be made available as a result of this process, FRV will conduct a further external equitable, fair and transparent selection process as set out in 4.6 (a) and (b) following consultation with the Chief Officer of CFA.

(g) A person cannot be engaged as an officer or employee of FRV as a result of a selection process carried out under clause 4.6(f) unless the person meets the registration requirements (however described) specified by the Firefighters Registration Board.

- 4.7. Subject to clause 4.6, where FRV makes officers or employees, or classes of officers or employees, of FRV available to CFA in respect of a Secondment Position, the Chief Officer of CFA shall accept those officers or employees, or classes of officers or employees, as suitable for the Secondment Position.
- 4.8. The Secondment of any Secondnee may end in accordance with clause 8 of this Agreement at which time FRV shall cease making that employee or officer available to CFA.

## **5. No reduction in support to volunteers**

- 5.1. The Parties will ensure that there is no reduction to the operational and management support, including administrative, training, community safety and fire safety support (howsoever called) to CFA and its volunteers.
- 5.2. The Parties agree to meet regularly to review projected additional resource requirements and, in particular, the projected numbers and classifications of additional Secondment Positions that CFA requires to enable FRV to take appropriate steps to recruit, train and fund employees or officers for the Secondment Positions, and to plan for any changes to the FRV fire district.
- 5.3. Where a Secondnee is unable to continue to perform the functions of the Secondment Position due to incapacity, FRV will make appropriate arrangements for relief or replacement depending on the nature and anticipated period of the Secondnee's incapacity.
- 5.4. The Parties agree to preserve the classifications of employees or officers who have previously provided support in the country area of Victoria, as identified in the *Country Fire Authority / United Firefighters Union of Australia Operational Staff Enterprise Agreement 2016 – Final and/or Operational Staff Employment, Conditions and Entitlements Policy* and associated documents as they existed at 1 January 2020 and/or an Applicable Industrial Agreement which is approved and deals with the terms and conditions of Secondment.

## **5.5. Continuity of support for volunteers**

- (a) To ensure continuity of support for volunteers and ensure that employees have the ability to continue within this proposed arrangement the Parties agree that:
- i. FRV employees who are Commanders (or an equivalent classification) that have been made available under this Agreement to CFA at a position of Commander (or an equivalent classification), may, at the discretion of the Fire Rescue Commissioner in consultation with the Chief Officer of CFA, act in a higher or more senior Secondment Position that is unable to be filled by an officer or



- employee of that substantive rank.
- ii. FRV employees who are ACFOs (or an equivalent classification) that have been made available under this Agreement to CFA at a position of ACFO (or an equivalent classification), may, at the discretion of the Fire Rescue Commissioner in consultation with the Chief Officer of CFA, act in a higher or more senior Secondment Position that is unable to be filled by an officer or employee of that substantive rank.
- (b) Subject to the notice requirements contained in sub-clause 6.15, Secondees may elect to seek promotion with FRV and will transfer back to FRV for the duration of any promotional course or promotional module following which they will return to CFA at the position achieved by the promotional course or promotional module.
- (c) Employees who return to FRV from Secondment Positions at CFA will return at their substantive rank (not their acting up rank).

**6. Terms and conditions of employment for Secondees**

- 6.1. The Parties agree that a Secondee shall remain employed solely by FRV at all times.
- 6.2. The Secondee shall be employed in accordance with their terms and conditions of employment as per the Applicable Industrial Agreement.
- 6.3. FRV shall apply the terms and conditions provided for in the Fire Rescue Victoria Operational Employees Interim Enterprise Agreement 2020, or its successor as applicable at the relevant time, to Secondees.
- 6.4. FRV shall not disadvantage any Secondee in their terms and conditions of employment by reason of their Secondment.
- 6.5. The wages and other costs associated with the employment or engagement of Secondees, other than those identified in this clause 6, shall be borne by FRV.
- 6.6. Employees who are seconded to CFA shall wear an FRV uniform while performing their duties in that Secondment Position.
- 6.7. The Parties agree that Secondees shall have an appointed work location for the duration of their Secondment.
- 6.8. CFA shall provide Secondees with security clearance for, and full use of CFA infrastructure, equipment and resources as is required to perform their Secondment Position, including but not limited to:
  - (a) Training Grounds and other facilities at which training is provided;
  - (b) District Headquarters;
  - (c) District and Regional Offices;
  - (d) Control Centres, including ICCs DCCs and other emergency centres not necessarily managed by CFA but utilised by CFA;
  - (e) Other CFA premises;
  - (f) All necessary security equipment and clearance to facilities at which they may attend in the course of their duty;
  - (g) All electronic and other equipment and technical systems authorisation to enable physical entry to relevant facilities at which they must attend in the course of their duty;

- (h) Soft resources and building facilities including desks/furniture, stationary, access to printers/photocopiers;
  - (i) Information technology systems, networks and hardware; and
  - (j) Communication equipment including telephones, teleconference and video conferencing equipment and radio infrastructure.
- 6.9. CFA shall bear the costs of the maintenance or changes to any of the security clearances, infrastructure, equipment or resources referred to in sub-clause 8.
- 6.10. CFA shall provide Secondees with appropriate financial delegations and authorisations to perform their Secondment Position.
- 6.11. CFA shall ensure that existing infrastructure at work locations at which Secondees are based meets the agreed requirements contained in the Infrastructure Design Agreements between the United Firefighters' Union and CFA forming part of the *Country Fire Authority / United Firefighters Union of Australia Operational Staff Enterprise Agreement 2016 – Final and/or Operational Staff Employment, Conditions and Entitlements Policy* and associated documents, as they existed at 1 January 2020, and any changes to infrastructure or resources provided to Secondees may only occur in accordance with any consultation obligations FRV may have under any Applicable Industrial Agreement.
- 6.12. Costs of maintenance or changes to infrastructure identified in sub-clause 11 will be borne by the owner of the property.
- 6.13. CFA shall comply with its obligations under all applicable occupational health and safety laws with respect to Secondees.
- 6.14. The Secondees have the right to be released from duty for the purpose of attending promotional programs, conferences or training provided by FRV, subject to sub-clause 6.15.
- 6.15. Where a Secondee is required or selected to undertake training provided by FRV, FRV shall provide four weeks' notice of the training to the Chief Officer of CFA and will make arrangements to maintain the relevant services to CFA during the training period. Where four weeks' notice cannot be given due to operational requirements the Fire Rescue Commissioner shall consult with CFA Chief Officer of the CFA regarding a shorter period as may be necessary.
- 6.16. CFA shall recognise the rights of any Secondee who has representative duties, including by releasing the Secondee from duty in their Secondment Position to enable them to attend at Consultation, other union meetings, conferences or training as provided for in the Secondee's Applicable Industrial Agreement.
- 6.17. Where a Secondee is to be released from duty to allow their attendance at Consultation, other union meetings, conferences or training as provided for by any Applicable Industrial Agreement, arrangements will be made to ensure reasonable notice is provided to CFA consistent with the custom and practice for such matters.
- 6.18. The Parties will consult in respect of any changes to the matters arising under this clause 6.
- 7. Command and control arrangements**
- (a) The Chief Officer of CFA has the order and control of the work of all Secondees who are made available to CFA under this Agreement. The Parties agree that all Secondees will implement command and control arrangements at the direction of the Chief Officer of CFA.
  - (b) Command and Control arrangements at incidents will be managed in accordance with the Chief Officer of CFA's Standing Orders and Operational Procedures.

- (c) The Parties will consult in respect of any changes to CFA's Standing Orders and Operational Procedures affecting Secondees.
- (d) Nothing in this Agreement will impact upon the State Control Arrangements.
- (e) The Parties agree that all operational Secondees shall have an operational reporting line.

## **8. Ending a Secondment**

- 8.1.** The Secondment of a Secondee shall terminate upon:
- (a) the Secondee choosing to accept a position with FRV that is not a Secondment Position;
  - (b) the Secondee ceasing to be employed by FRV;
  - (c) the Fire Rescue Commissioner recalling the Secondee from the Secondment Position, with reasonable notice, subject to critical operational requirements. The Fire Rescue Commissioner shall ensure the continuing provision of Operational Support to CFA where appropriate; or
  - (d) the Chief Officer of CFA terminating the Secondment pursuant to ss25C(6) or 25C(7) of the FRV Act.
- 8.2** Employees are entitled to a fair, equitable and transparent process to review the conduct of a Secondee prior to the termination of any Secondment by CFA.
- 8.3** The Parties agree that ending a Secondment in accordance with paragraphs (a), (c) or (d) of sub-clause 8.1 shall not affect the employment status of the employee whose Secondment terminates.
- 8.4** The Parties agree that the fair, equitable and transparent process for the purpose of paragraph (d) of sub-clause 8.1 will be constituted by the following:
- (a) Where the Chief Officer of CFA receives a complaint or allegation concerning the conduct of a Secondee, and the Chief Officer of CFA has reasonable grounds to question the conduct of a Secondee, the Chief Officer will immediately make a request to the Fire Rescue Commissioner to investigate the matter;
  - (b) Upon receipt of a request under paragraph (a), the Fire Rescue Commissioner shall take immediate steps to investigate the matter pursuant to the terms and processes prescribed under the Applicable Industrial Agreement and shall act diligently to complete the investigation in a timely manner.
  - (c) Having regard to the nature of the complaint or allegation that has led to the Chief Officer of CFA to request the investigation, and the Chief Officer of CFA reasonably considers that it is warranted, the Chief Officer of CFA may request of the Fire Rescue Commissioner that the Secondment of the employee in the Seconded Position may be temporarily altered to an alternative Seconded Position within CFA or the Secondment of the employee suspended, at any stage during the investigation, in accordance with the terms of the Applicable Industrial Agreement. The Fire Rescue Commissioner will do so, in accordance with the terms of the Applicable Industrial Agreement.
  - (d) In the event of a suspension of a Secondment of an employee arising from paragraph (c), the Fire Rescue Commissioner will place the employee in another FRV position whilst the investigation is underway, or the employee is suspended or stood down, only in accordance with the terms of the

Applicable Industrial Agreement.

- (e) In the event a Secondment of the employee is suspended or altered for the purposes of the investigation, the Secondee will be permitted reasonable access to CFA premises to prepare any responses to the investigation and to collect personal property.
- (f) The Fire Rescue Commissioner shall ensure the continuing provision of Operational Support to CFA, including a replacement Secondee during the course of the investigation, where suspension or stand down of the employee occurs, only in accordance with the terms of the Applicable Industrial Agreement.
- (g) The Chief Officer of CFA is required to provide assistance to FRV as reasonably requested by the Fire Rescue Commissioner, including taking reasonable steps to ensure the cooperation of any volunteer, contractor or employee of CFA with the investigation by the Fire Rescue Commissioner.
- (h) If, during the course of the investigation, the Fire Rescue Commissioner is in receipt of any information from volunteers, contractors or employees of CFA that is personal information (as defined in the *Privacy and Data Protection Act 2014 (Vic)*), health information (as defined in the *Health Records Act 2001 (Vic)*) or Confidential Information of CFA, the Fire Rescue Commissioner must inform the Chief Officer of that information and must ensure that such information remains confidential.
- (i) Immediately following the completion of the investigation the Fire Rescue Commissioner shall advise the Chief Officer of CFA of the outcome of the investigation process, in writing, including whether he or she considers termination of the Secondment of the Secondee is appropriate.
- (j) Arising from paragraph (i) where the Fire Rescue Commissioner has advised that termination of the Secondment of the Secondee is appropriate, and if it is determined by the Chief Officer of CFA that the Secondment of the Secondee is to be terminated, the Chief Officer of CFA shall terminate the Secondment and the Fire Rescue Commissioner shall arrange a replacement Secondee to be appointed as soon as practicable.
- (k) In the event that the advice of the Fire Rescue Commissioner at 8.3(i) is that termination of the Secondment of the Secondee is not appropriate and the Chief Officer of CFA does not agree with that advice, the Chief Officer of CFA will seek to reach agreement with the Fire Rescue Commissioner on an agreed independent arbitrator. This process may also be followed in the event that the Chief Officer of CFA believes that the Fire Rescue Commissioner has unreasonably delayed the provision of advice. In the event that an arbitrator cannot be agreed the Fire Rescue Commissioner will refer the matter to the Fair Work Commission under the disputes resolution procedure of the Applicable Industrial Agreement. If following this process the Chief Officer of CFA determines that the Secondment of the Secondee is to be terminated, the Chief Officer of CFA shall terminate the Secondment and the Fire Rescue Commissioner shall make appropriate arrangements for a replacement Secondee to be appointed as soon as practicable.

## **9. Secondment Funding**

- 9.1 The Parties agree that all funding for all Secondment Positions will be provided directly to FRV.
- 9.2 CFA agrees not to request or accept any funding from Government in relation to

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any Secondment Position or any other funding for the provision of Operational Support.

- 9.3. CFA will take all reasonable steps to facilitate the provision of funding to FRV for any Secondment Position.
- 9.4. The Parties agree that where funding for Secondment Positions is not provided to FRV, CFA and FRV will jointly make submission to Government to obtain the funding required.

## **10. Notices**

- (a) Any Party notifying or giving Notice under this Agreement will give Notice in writing addressed to the address of the other Party or as otherwise notified from time to time.
- (b) Any Notice will be deemed to have been received by the Party to which it was sent:
- i. in the case of delivery, upon the date of such delivery;
  - ii. in the case of prepaid post within Australia, on the seventh day next following the date of dispatch; or
  - iii. in the case of e-mail or facsimile transmission, at the time of transmission, provided that, following the transmission, the sender receives a transmission confirmation report on a business day and before 5.00 pm or otherwise it will be deemed to have been received on the next such business day.

## **11. Dispute Resolution**

### **11.1 Dispute Notice**

- (a) A Party claiming that a dispute or disagreement has arisen under this Agreement must give a Dispute Notice to the other Party, specifying the nature of the dispute.
- (b) A Dispute Notice may be withdrawn at any time by the Party that gave the Dispute Notice.

### **11.2 Good Faith Discussions**

- (a) Within 10 Business Days of the date of issue of the Dispute Notice the Parties must enter into good faith discussions in an attempt to resolve the issues between them.
- (b) Should discussions in clause 11.2(a) fail to resolve the dispute, the matter should be referred to the Chief Executive Officer, Chief Officer, CFA and the Fire Rescue Commissioner, FRV. The Chief Executive Officer and the Fire Rescue Commissioner will discuss the matter and resolve the dispute which may result in an amendment to this Agreement.

### **11.3 Enforcement of obligations**

- (a) If the Dispute is not resolved within 28 days after the dispute is referred to the Chief Executive Officer and Chief Officer, CFA and the Fire Rescue Commissioner, FRV in accordance with cl 11.2(b), the parties will refer the dispute to an agreed arbitrator whose decision will be binding.
- (b) A Party may not start court proceedings in relation to a Dispute until it has

exhausted the procedures in clauses 11.1 and 11.2, unless the party seeks injunctive or other interlocutory relief.

**11.4 Performance of Obligations**

Notwithstanding the existence of a dispute, the Parties to the dispute will continue to perform their obligations under this Agreement.

**12. Review of Agreement**

- (a) The Parties will review the operation and effectiveness of the Agreement by 31 October 2021.
- (b) Any amendments arising from a review under clause 12(a) must be made in accordance with clause 14.3.

**13. Termination**

**13.1 Replacement or agreement to terminate**

This Agreement will remain in force until:

- (a) It is replaced by another Agreement made between the Parties; or
- (b) The Parties agree in writing to terminate the Agreement.

**13.2 Effect of repudiation**

The Parties agree that a breach or repudiation of this Agreement by one Party, whether a fundamental breach or not, shall not terminate this Agreement, nor shall it be grounds for another Party electing to treat or treating this Agreement as terminated.

**14. General**

**14.1 Entire Agreement**

This Agreement forms the entire Agreement of the Parties on the subject matter. All representations, communications and prior Agreements in relation to the subject matter are merged in and superseded by this Agreement.

**14.2 Severability**

Any provision of this Agreement that is invalid or unenforceable will be read down so as to be valid and enforceable, and if that is not possible, the provision will be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of the Agreement.

**14.3 Variation or amendment**

No variation or amendment of this Agreement is binding unless it is agreed in writing between the Parties.

**14.4 Counterparts**

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one Agreement.

**14.5 Jurisdiction**

This Agreement is governed by the laws of the State of Victoria.

**14.6 Costs**

Unless otherwise agreed by the Parties, each Party will pay its own legal costs and other expenses for and incidental to the preparation, negotiation and completion of this Agreement and other documents referred to in it, unless expressly stated otherwise.

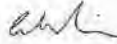
**14.7 Time to act**

If the time for a Party to do something is not specified in this Agreement, the Party will do what is required within a reasonable time based on available resources.

Signed by the Parties as an Agreement.

EXECUTED SIGNED SEALED AND DELIVERED by Country Fire Authority

Affixing its seal by its authorised )  
Representative in accordance )  
With the Country Fire Authority Act 1958 )



Signature of Authorised Representative .....

Name of Authorised Representative Greg Wilson  
31 October 2020

Signature of Witness 

Catherine Greaves  
Name of Witness  
31 October 2020


EXECUTED SIGNED SEALED AND DELIVERED by Fire Rescue Victoria

Affixing its seal by its authorised )  
Representative in accordance )  
With Fire Rescue Victoria Act 1958 )



Signature of Authorised Representative .....

Name of Authorised Representative Ken G. Block

Signature of Witness 

Jane Sexton  
Name of Witness  
31/10/2020





### FRV Secondment Schedule

There are 5 classifications of FRV operational staff being seconded to CFA, there are;

- 45 Assistant Chief Fire Officers
- 96 Commanders
- 53 Instructors
- 8 PAD Supervisors
- 21 PAD Operators

The tables below list the rank, position number and location.

Table 1: Assistant Chief Fire Officers

<b>CFA ACFO Seconded Positions</b>	
<b>Location</b>	<b>Position Number</b>
CFA Training Delivery	26
Staff Officer to the Chief Officer	27
DISTRICT 2	28
DISTRICT 4	29
DISTRICT 5	30
DISTRICT 6	31
DISTRICT 7	32
DISTRICT 8	33
DISTRICT 9	34
DISTRICT 10	35
DISTRICT 11	36
DISTRICT 12	37
DISTRICT 13	38
DISTRICT 14	39
DISTRICT 15	40
DISTRICT 16	41
DISTRICT 17	42
DISTRICT 18	43
DISTRICT 20	44
DISTRICT 22	45
DISTRICT 23	46

DISTRICT 24	47
DISTRICT 27	48
BSW-Regional Commander *	49
GRAMP-Regional Commander *	50
LMR-Regional Commander *	51
HUME-Regional Commander *	52
GIPPS-Regional Commander *	53
SMR-Regional Commander *	54
EMR-Regional Commander *	55
NWMR-Regional Commander *	56
HQ - Performance Improvement	57
HQ - Operational Communications	58
HQ - Wildfire Policy and Planning	59
HQ - HQ Operations	60
HQ - Structural Planning	61
HQ - Specialist Response	62
HQ - Learning & Development	63
HQ - OH&S	64
MCS West Region	65
MCS South West Region	66
MCS 3 North East Region	67
MCS 4 North East Region	68
MCS 5 North West Region	69
MCS 6 South East Region	70

Note: \* these positions are titled Regional Commander. This describes the function that they carryout in the 8 emergency management regions as regional controllers. These positions were created post the Black Saturday fires. Their rank is ACFO, the term covers the command function within their role.

Table 2: Commanders

<b>FRV Seconded CFA Commander Positions</b>		
<b>Department District</b>	<b>Commander Number</b>	<b>Position</b>
2	124	Commander
	125	Commander
	126	Commander
	127	Commander
4	128	Commander
	129	Commander
	130	Commander
	131	Commander Reliever
5	132	Commander
	133	Commander
	134	Commander
	135	Commander
6	136	Commander
	137	Commander
	138	Commander
	139	Commander Reliever
7	140	Commander
	141	Commander
	142	Commander
	143	Commander
	144	Commander
	145	Commander
8	146	Commander
	147	Commander
	148	Commander
	149	Commander
	150	Commander
	151	Commander
	152	Commander
	153	Commander
9	154	Commander
	155	Commander
	156	Commander
	157	Commander Reliever
10	158	Commander
	159	Commander
	160	Commander

	161	Commander Reliever
11	162	Commander
	163	Commander
	164	Commander
	165	Commander Reliever
	166	Commander
12	167	Commander
	168	Commander
	169	Commander Reliever
	170	Commander
13	171	Commander
	172	Commander
	173	Commander
	174	Commander
	175	Commander
14	176	Commander
	177	Commander
	178	Commander
	179	Commander
	180	Commander
15	181	Commander
	182	Commander
	183	Commander
	184	Commander
	185	Commander
16	186	Commander
	187	Commander
	188	Commander Reliever
17	189	Commander
	190	Commander
	191	Commander
	192	Commander Reliever
18	193	Commander
	194	Commander
	195	Commander
	196	Commander
20	197	Commander
	198	Commander
	199	Commander
	200	Commander Reliever
22	201	Commander
	202	Commander
	203	Commander

23	204	Commander
	205	Commander
	206	Commander
24	207	Commander
	208	Commander
	209	Commander
	210	Commander Reliever
27	211	Commander
	212	Commander
HQ	213	Commander - Aviation
	214	Commander – Alpine*
	215	Commander - Driving Coordination
	216	Commander Reliever
	217	Commander Reliever
	218	Commander Reliever
	219	Commander Reliever
Totals	96	

\*NB. Commander – Alpine # 214 is attached to District 24.

Table 3: Instructors

FRV Instructors Seconded to CFA		
Department District	Instructor Number	Position
2	1	Wildfire Instructor
	2	Wildfire Instructor
	3	Structural Instructor
	4	Structural Instructor
5	5	Wildfire Instructor
	6	Wildfire Instructor
	7	Wildfire Instructor
	8	Structural Instructor
	9	Structural Instructor
7	10	Wildfire Instructor
	11	Structural Instructor
	12	Structural Instructor
8	13	Wildfire Instructor
	14	Structural Instructor
	15	Structural Instructor
	16	Structural Instructor
9	17	Wildfire Instructor
	18	Structural Instructor
10	19	Wildfire Instructor
	20	Wildfire Instructor
	21	Structural Instructor
11	22	Wildfire Instructor
	23	Structural Instructor
12	24	Wildfire Instructor
	25	Structural Instructor
13	26	Wildfire Instructor
	27	Wildfire Instructor
	28	Structural Instructor
14	29	Wildfire Instructor
	30	Structural Instructor
	31	Structural Instructor
15	32	Wildfire Instructor
	33	Wildfire Instructor
	34	Structural Instructor
16	35	Structural Instructor
16	36	Wildfire Instructor
17	37	Wildfire Instructor

	38	Structural Instructor
18	39	Wildfire Instructor
	40	Structural Instructor
	41	Structural Instructor
20	42	Wildfire Instructor
	43	Structural Instructor
22	44	Wildfire Instructor
	45	Structural Instructor
23	46	Wildfire Instructor
	47	Structural Instructor
24	48	Wildfire Instructor
	49	Structural Instructor
HQ	50	Structural Instructor
State-wide	51	Driving Instructor
	52	Driving Instructor
	53	Driving Instructor

Table 4: PAD Supervisors/Operators

FRV PAD Supervisors/Operators Seconded to CFA		
Training Ground	Number	Position
Penshurst	1	PAD Supervisor
Penshurst	2	PAD Operator
Longerenong	3	PAD Supervisor
Longerenong	4	PAD Operator
Huntly	5	PAD Supervisor
Huntly	6	PAD Operator
Huntly	7	PAD Operator
Huntly	8	PAD Operator
Sunraysia	9	PAD Supervisor
Sunraysia	10	PAD Operator
Wangaratta	11	PAD Supervisor
Wangaratta	12	PAD Operator
Bangholme	13	PAD Supervisor
Bangholme	14	PAD Operator
Bangholme	15	PAD Operator
Bangholme	16	PAD Operator
Bangholme	17	PAD Operator
Bangholme	18	PAD Operator
Bangholme	19	PAD Operator
Bangholme	20	PAD Operator
West Sale	21	PAD Supervisor
West Sale	22	PAD Operator
Central Highlands	23	PAD Supervisor
Central Highlands	24	PAD Operator
Central Highlands	25	PAD Operator
Central Highlands	26	PAD Operator
Central Highlands	27	PAD Operator
Central Highlands	28	PAD Operator
Central Highlands	29	PAD Operator



Schedule B

FRV SECONDMENT STAFFING CHARTS

Schedule B - FRV Secondment Staffing Chart ACFO/Commander/Instructor																								
Location	South West Region				West Region			North West Region				North East Region					South East Region					Headquarters	Training Grounds	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			
ACFO Regional CFA Commander				1	1			1	1				1	1			1		1			8		
ACFO District	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	21		
ACFO Performance Improvement																					1	1		





PAD Supervisors/Operators														
Location	South West Region		West Region		North West Region		North East Region		South East Region					
	District 15 - Peshhurst		District 15 - Central Highlands	District 17 - Longerenong	District 2 - Huntly	District 18 - Sunraysia			District 23 - Wangaratta	District 8 - Bangholme	District 10 - West Sale			
Supervisor	1		1	1	1	1			1	1	1			
Operator	1		6	1	3	1			1	7	1			
<b>TOTALS</b>	<b>2</b>		<b>7</b>	<b>2</b>	<b>4</b>	<b>2</b>			<b>2</b>	<b>8</b>	<b>2</b>			<b>29</b>

# **Fire Rescue Victoria (FRV) Emergency Response Training Framework**

**November 2021**

## **1. Introduction**

Established from July 1 2020, Fire Rescue Victoria (FRV) will serve metropolitan Melbourne, outer urban areas and larger regional centres across Victoria. The creation of FRV is a product of the reforms detailed in the *Firefighters' Presumptive Rights Compensation and Fire Services Legislation Amendment (Reform) Act 2019*.

The purpose of the FRV Emergency Response Training Framework is to document FRV's transition into an operational training system that delivers the requirements of relevant fire industry competency standards in the **PUA- Public Safety Training Package (PTSP)**. The framework is a culmination of an alignment process of the MFB Emergency Response Training Framework 2016 and the CFA Emergency Response Training Framework 2010. The FRV Emergency Response Training Framework shares its basis with these preceding agreed frameworks by retaining their foundations that occurred historically. Such an alignment process ensures the critical standardisation of training for a state-wide capability.

The development of the FRV Emergency Response Training Framework involved an alignment process by relevant industry and operational personnel – all of whom hold expertise in training and operational knowledge.

Key outcomes of the alignment have included:

- A transition from PUA 12- Public Safety Training Package to the current PUA- Public Safety Training Package
- An agreed Training Framework that reflects current industry standards which address the complexities of a State-wide capability
- Competency requirements expected at each rank within FRV, detailing the training pathways required for career progression
- Competency requirements for specialised operational training

## 2. The FRV Emergency Response Training Framework

The FRV Emergency Response Training Framework is based on the current PUA – Public Safety Training Package, Fire sector qualifications. The qualifications in this framework extend from Certificate II to Advanced Diploma to meet the training needs for Firefighter Level 1 through to the rank of Commander. The transition of these qualifications from the previous MFB/CFA Training Frameworks, to the current framework, is mapped in the table below.

Superseded Qualification	Current Qualification	Alignment
PUA20613 - Certificate II in Public Safety (Firefighting and Emergency Operations)	PUA20619 - Certificate II in Public Safety (Firefighting and Emergency Operations)	Equivalent
PUA30613 - Certificate III in Public Safety (Firefighting and Emergency Operations)	PUA30619 - Certificate III in Public Safety (Firefighting and Emergency Operations)	Equivalent
PUA40313 - Certificate IV in Public Safety (Firefighting Supervision)	PUA40319 - Certificate IV in Public Safety (Firefighting Supervision)	Equivalent
PUA50513 - Diploma of Public Safety (Firefighting Management)	PUA50519 - Diploma of Public Safety (Firefighting Management)	Equivalent
PUA60513- Advanced Diploma of Public Safety (Firefighting Management)	PUA60519-Advanced Diploma of Public Safety (Firefighting Management)	Equivalent

In addition to the above qualifications there are 5 imported Units to meet the training needs for the rank of Assistant Chief Fire Officer (ACFO).

These Units include:

BSBFIN801	Lead Financial Strategy Development
BSBPMG534	Manage Project Human Resources
BSBINS601	Manage Knowledge and Information
BSBSTR801	Lead Innovative Thinking and Practice
BSBSTR601	Manage Innovation and Continuous Improvement

### Delivering the PSTP Qualifications

The implementation of the FRV Emergency Response Training Framework requires FRV, as a registered training organisation, to adhere to the relevant standards for registered training organisations. Further, it is additionally critical that FRV delivers and assesses the training in a manner that adheres to the endorsed components of the PSTP and refers to the non-endorsed PTSP Companion Volume Implementation Guide.

## Contextualisation of Units of Complexity

FRV, where required, will contextualise units of competency to reflect and address organisational requirements. Contextualisation could involve additions or amendments to the unit of competency to suit particular delivery methods, learner profiles, specific enterprise equipment requirements, or to meet organisational 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 Training Package must be within the bounds of the following advice:

- must be guided by the Standards for Training Packages and the relevant training package contextualisation guidelines.
- 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 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 FRV Emergency Response Training Framework should be approached as a dynamic rather than a static set of training programs that can be altered to meet emerging needs of the organisation and the environment it operates in. Any such alteration<sup>1</sup>, however, must be established in a consultative process between FRV and UFU.

The proposed framework is set out in Tables 1, 2, 3, 4, 5, 6 and 7 (see Appendix) of this document and identifies the training requirements for promotion and specialist skills:

- 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 FRV requirements at each level.
- Table 4 identifies the units of competency encompassing FRV specific training requirements. *Where an individual has completed units externally by another RTO, FRV must recognise the AQF Qualifications and Statements of Attainment issued. However, where FRV-specific training requirements exist, individuals will be required to undertake further training and assessment to ensure these are met and to comply with safety and duty of care obligations.*
- Table 5 indicates FRV specific Specialist training requirements.
- Table 6 identifies FRV accredited Courses
- Table 7 identifies AFCCO units

It is recommended that this Training Framework is implemented and complied with from the date in which it is endorsed by FRV and UFU. Where organisational resources do not allow for the implementation of the Framework in line with this Schedule and Registered Training Organisation (RTO) requirements, the matter should be referred to a joint UFU / FRV consultative group so alternative arrangements can be established.

## 3. The Recognition Process

<sup>1</sup> Note: alteration refers to the alteration of the framework, guidelines, delivery methodology and resources developed to support the implementation of the framework.



During a transition period into the FRV Emergency Response Training Framework, credit transfer and Recognition of Prior Learning (RPL) will be used to recognise previous training. FRV accepts and provides credit to learners for units of competency (unless licensing or regulatory requirements prevent this) where these are evidenced by authenticated documentation, as required by RTO standards.

However, it must be reiterated that where FRV-specific training requirements exist, individuals will be required to undertake further training and assessment to ensure these are met and to comply with safety and duty of care obligations.

When endorsement of the FRV Emergency Response Training Framework is achieved, FRV, as a RTO, will ensure all personnel have Units of Competency officially recognised according to their rank.

## 4. Delivery Methodology

**Recruit firefighter training course** is the FRV delivered recruit training course referred to in SCHEDULE 12 - FRV Emergency Response Training Framework 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 FRV specific requirements from table 3 and table 4 or:

- (a) the Victorian Recruit Firefighter Course as agreed between the parties in accordance with clause 85 – Victorian Firefighter Recruit Course; or
- (b) the recruit training course previously delivered by the MFB.

**Firefighter Level 1 units** are the level 1 units in tables 1 and 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Firefighter Level 1 level FRV specific requirements from table 3 and table 4.

**Firefighter Level 2 units** are the level 2 units in table 1 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 2 Firefighter Level 2 level FRV specific requirements from table 3 and table 4.

**Firefighter Level 3 units** are the level 3 units in table 1 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Firefighter Level 3 level FRV specific requirements from table 3 and table 4.

**Qualified Firefighter units** are the Qualified Firefighter units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Leading Firefighter level FRV specific requirements from table 3 and table 4.

**Leading Firefighter units** are the Leading Firefighter units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Leading Firefighter level FRV specific requirements from table 3 and table 4.

**Command and Control units** are the command and control units of the Leading Firefighter units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Leading Firefighter Level 1 level FRV specific requirements from table 3 and table 4.

**Station Officer units** are the Station Officer in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Station Officer Level FRV specific requirements from table 3 and table 4.

**Senior Station Officer units** are the Senior Station Officer units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Senior Station Officer Level FRV specific requirements from table 3 and table 4.

**Commander units** are the Commander units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Commander Level FRV specific requirements from table 3 and table 4.

**ACFO units** are the ACFO units in table 7 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the ACFO level FRV specific requirements from table 3, or agreed units which will provide a pathway to a Graduate Certificate in Management qualification for newly appointed ACFO's.

All training and assessment, including RPL, will be undertaken by appropriately qualified operational training staff at the approved training sites and venues in compliance with the relevant RTO Standards and Guidelines. This extends to ensuring all necessary equipment and resources are provided.

Skills will be acquired at a point where the individual then has the opportunity to apply them on the job. That is, individuals will be only recognised for Units of Competency directly applicable to their rank as per the FRV Emergency Response Training Framework. Therefore, individuals should be encouraged not to acquire skills they will be unable to utilise in their current rank.

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 FRV failing to have all resources available in time for delivery.

## 5. Actions

1. The FRV Emergency Response Training Framework be implemented from the date of endorsement by all parties.
2. FRV will continue to update any changes to the current PUA – Public Safety Training Package to its Scope of Registration.
3. Once the qualifications are updated, FRV is to recognise operational staff to be qualified in line with Table 2 and Table 5.
4. FRV and the UFU agree that no individual will be disadvantaged as a result of the implementation of the FRV Emergency Response Training Framework.
5. FRV and the UFU agree to the principles outlined in this document. Any alteration<sup>2</sup> or dispute arising from interpretation of these principles must be agreed using consultative mechanisms in place between FRV and the UFU.
6. Implementation of this Framework is undertaken in compliance with the RTO status expectations of FRV and adheres to the requirements set out in the PUA PSTP.

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<sup>2</sup> 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 PUA Public Safety Training Package (PSTP) and Firefighter Levels 1, 2 and 3.

**Table 2:**

Proposed alignment between the PUA PSTP and FRV promotional courses.

**Table 3:**

FRV specific requirements in Training Framework.

**Table 4:**

PUA PSTP competency standards encompassing the FRV specific standards.

**Table 5:**

Indicates FRV specific Specialist training requirements.

**Table 6:**

Identifies FRV accredited Courses

**Table 7:**

Identifies ACFO Units



<p><b>PUA008B Certified II in Public Safety</b> <i>(Proficiency &amp; Emergency Operations)</i> 3 Core units plus 2 elective units</p>	<p><b>PUA009B Certified III in Public Safety</b> <i>(Proficiency &amp; Emergency Operations)</i> 7 Core units plus 4 elective units</p>	<p><b>PUA010B Certified II in Public Safety</b> <i>(Proficiency Operations)</i> 3 Core units plus 6 elective units with only 2 Elective Units can be taken from the following electives</p>	<p><b>PUA010B Diploma of Public Safety</b> <i>(Proficiency Management)</i> 7 Core units plus 6 elective units</p>	<p><b>PUA010B Advanced Diploma of Public Safety</b> <i>(Proficiency Management)</i> 1 Core unit plus 1 elective unit</p>	
<p><b>CODE</b> PUA008B PUA008C PUA008D PUA008E PUA008F PUA008G PUA008H PUA008I PUA008J PUA008K PUA008L PUA008M PUA008N PUA008O PUA008P PUA008Q PUA008R PUA008S PUA008T PUA008U PUA008V PUA008W PUA008X PUA008Y PUA008Z</p>	<p><b>CODE</b> PUA009B PUA009C PUA009D PUA009E PUA009F PUA009G PUA009H PUA009I PUA009J PUA009K PUA009L PUA009M PUA009N PUA009O PUA009P PUA009Q PUA009R PUA009S PUA009T PUA009U PUA009V PUA009W PUA009X PUA009Y PUA009Z</p>	<p><b>CODE</b> PUA010B PUA010C PUA010D PUA010E PUA010F PUA010G PUA010H PUA010I PUA010J PUA010K PUA010L PUA010M PUA010N PUA010O PUA010P PUA010Q PUA010R PUA010S PUA010T PUA010U PUA010V PUA010W PUA010X PUA010Y PUA010Z</p>	<p><b>CODE</b> PUA010B PUA010C PUA010D PUA010E PUA010F PUA010G PUA010H PUA010I PUA010J PUA010K PUA010L PUA010M PUA010N PUA010O PUA010P PUA010Q PUA010R PUA010S PUA010T PUA010U PUA010V PUA010W PUA010X PUA010Y PUA010Z</p>	<p><b>CODE</b> PUA010B PUA010C PUA010D PUA010E PUA010F PUA010G PUA010H PUA010I PUA010J PUA010K PUA010L PUA010M PUA010N PUA010O PUA010P PUA010Q PUA010R PUA010S PUA010T PUA010U PUA010V PUA010W PUA010X PUA010Y PUA010Z</p>	
<p><b>General Elective Units</b> Work in a team</p>	<p><b>General Elective Units</b></p>	<p><b>Elective Units Group A</b></p>	<p><b>Elective Units Group A</b></p>	<p><b>Elective Units Group A</b></p>	
<p>PUA008Z1 Tim and cut field trees Communicate in the workplace Provide services to clients</p>	<p>BSBSMAM11 PUA008M05 PUA008M06 PUA008M07 PUA008M08 PUA008M09 PUA008M10 PUA008M11 PUA008M12 PUA008M13 PUA008M14 PUA008M15 PUA008M16 PUA008M17 PUA008M18 PUA008M19 PUA008M20 PUA008M21 PUA008M22 PUA008M23 PUA008M24 PUA008M25 PUA008M26 PUA008M27 PUA008M28 PUA008M29 PUA008M30 PUA008M31 PUA008M32 PUA008M33 PUA008M34 PUA008M35 PUA008M36 PUA008M37 PUA008M38 PUA008M39 PUA008M40 PUA008M41 PUA008M42 PUA008M43 PUA008M44 PUA008M45 PUA008M46 PUA008M47 PUA008M48 PUA008M49 PUA008M50 PUA008M51 PUA008M52 PUA008M53 PUA008M54 PUA008M55 PUA008M56 PUA008M57 PUA008M58 PUA008M59 PUA008M60 PUA008M61 PUA008M62 PUA008M63 PUA008M64 PUA008M65 PUA008M66 PUA008M67 PUA008M68 PUA008M69 PUA008M70 PUA008M71 PUA008M72 PUA008M73 PUA008M74 PUA008M75 PUA008M76 PUA008M77 PUA008M78 PUA008M79 PUA008M80 PUA008M81 PUA008M82 PUA008M83 PUA008M84 PUA008M85 PUA008M86 PUA008M87 PUA008M88 PUA008M89 PUA008M90 PUA008M91 PUA008M92 PUA008M93 PUA008M94 PUA008M95 PUA008M96 PUA008M97 PUA008M98 PUA008M99 PUA008M00</p>	<p>PUA009Z1 Provide advanced resuscitation Suppress urban fire Employ personal protection at a hazardous materials incident Operate pumps Render hazardous materials incidents safe Drive vehicles under operational conditions Maintain safety at an incident scene</p>	<p>PUA010Z1 Control a Level 1 incident Conduct briefings and debriefings Lead, manage and develop teams Establish context for emergency risk assessment Manage fire from an aircraft Oscare non-fire incident from an aircraft Operate airborne intelligence system Supervise secondary operations during aerial ignition Supervise preparation and loading of product into aircraft Obtain incident intelligence Conduct simple prescribed burns Assess building plans Inspect dangerous goods facilities Collect, analyse and provide regulatory information Develop simple prescribed burn plans Interpret and analyse the weather information Provide safety advice at a rural/land management incident Supervise machinery use in wildfire operations Supervise specialist response to aviation accidents and incidents Administer allocation of resources Manage a multi-team sector</p>	<p>PUA010Z1 Lead a functional unit at an incident Contribute to assessment Assess competence Plan assessment activities and processes Participate in assessment validation Provide work skill instruction Plan, organise and deliver group based learning Plan, organise and facilitate learning in the workplace Mentor in the workplace</p>	<p>PUA010Z1 Implement and monitor USAR operation plans Review USAR team plans implemented at an incident Design and develop assessment tools Underline operational training needs analysis</p>
<p>PUA008Z2 Protect and preserve incident scene Perform and test swimwear and footwear Participate in a large response urban search and rescue Category 1 Work effectively in a public safety organisation Follow defined work, health and safety policies and procedures</p>	<p>PUA009Z1 Identify, detect and monitor hazardous materials at an incident Operate aerial appliance Operate specialist appliance Dispatch support personnel and equipment from a helicopter Understand the safety systems Conduct initial investigation at incident scene Navigate to an incident Lead a crew Underline swimwear and footwear rescue and recovery Select and maintain canines to be part of a canine search team for USAR incidents Train canines to work in a USAR environment</p>	<p>PUA010Z1 Develop a canine search team for USAR incidents Search as part of a canine search team at USAR</p>	<p>PUA010Z1 Supervise specialist response to aviation accidents and incidents Administer allocation of resources Manage a multi-team sector</p>	<p>PUA010Z1 Manage projects Manage physical resources Manage the investigation function at an incident Manage the fitness function at an incident Manage the public information function at an incident Manage the intelligence function at an incident Coordinate resources for a multi-agency incident Control a Level 2 incident Manage logistics for a complex incident Manage planning for a complex incident Develop plans for deployment of a USAR team</p>	
<p>PUA008Z3 Participate in a large response urban search and rescue Category 1 Work effectively in a public safety organisation Follow defined work, health and safety policies and procedures</p>	<p>PUA009Z1 Identify, detect and monitor hazardous materials at an incident Operate aerial appliance Operate specialist appliance Dispatch support personnel and equipment from a helicopter Understand the safety systems Conduct initial investigation at incident scene Navigate to an incident Lead a crew Underline swimwear and footwear rescue and recovery Select and maintain canines to be part of a canine search team for USAR incidents Train canines to work in a USAR environment</p>	<p>PUA010Z1 Develop a canine search team for USAR incidents Search as part of a canine search team at USAR</p>	<p>PUA010Z1 Supervise specialist response to aviation accidents and incidents Administer allocation of resources Manage a multi-team sector</p>	<p>PUA010Z1 Manage projects Manage physical resources Manage the investigation function at an incident Manage the fitness function at an incident Manage the public information function at an incident Manage the intelligence function at an incident Coordinate resources for a multi-agency incident Control a Level 2 incident Manage logistics for a complex incident Manage planning for a complex incident Develop plans for deployment of a USAR team</p>	
<p>PUA008Z4 Participate in a large response urban search and rescue Category 1 Work effectively in a public safety organisation Follow defined work, health and safety policies and procedures</p>	<p>PUA009Z1 Identify, detect and monitor hazardous materials at an incident Operate aerial appliance Operate specialist appliance Dispatch support personnel and equipment from a helicopter Understand the safety systems Conduct initial investigation at incident scene Navigate to an incident Lead a crew Underline swimwear and footwear rescue and recovery Select and maintain canines to be part of a canine search team for USAR incidents Train canines to work in a USAR environment</p>	<p>PUA010Z1 Develop a canine search team for USAR incidents Search as part of a canine search team at USAR</p>	<p>PUA010Z1 Supervise specialist response to aviation accidents and incidents Administer allocation of resources Manage a multi-team sector</p>	<p>PUA010Z1 Manage projects Manage physical resources Manage the investigation function at an incident Manage the fitness function at an incident Manage the public information function at an incident Manage the intelligence function at an incident Coordinate resources for a multi-agency incident Control a Level 2 incident Manage logistics for a complex incident Manage planning for a complex incident Develop plans for deployment of a USAR team</p>	
<p>PUA008Z5 Participate in a large response urban search and rescue Category 1 Work effectively in a public safety organisation Follow defined work, health and safety policies and procedures</p>	<p>PUA009Z1 Identify, detect and monitor hazardous materials at an incident Operate aerial appliance Operate specialist appliance Dispatch support personnel and equipment from a helicopter Understand the safety systems Conduct initial investigation at incident scene Navigate to an incident Lead a crew Underline swimwear and footwear rescue and recovery Select and maintain canines to be part of a canine search team for USAR incidents Train canines to work in a USAR environment</p>	<p>PUA010Z1 Develop a canine search team for USAR incidents Search as part of a canine search team at USAR</p>	<p>PUA010Z1 Supervise specialist response to aviation accidents and incidents Administer allocation of resources Manage a multi-team sector</p>	<p>PUA010Z1 Manage projects Manage physical resources Manage the investigation function at an incident Manage the fitness function at an incident Manage the public information function at an incident Manage the intelligence function at an incident Coordinate resources for a multi-agency incident Control a Level 2 incident Manage logistics for a complex incident Manage planning for a complex incident Develop plans for deployment of a USAR team</p>	
<p>PUA008Z6 Participate in a large response urban search and rescue Category 1 Work effectively in a public safety organisation Follow defined work, health and safety policies and procedures</p>	<p>PUA009Z1 Identify, detect and monitor hazardous materials at an incident Operate aerial appliance Operate specialist appliance Dispatch support personnel and equipment from a helicopter Understand the safety systems Conduct initial investigation at incident scene Navigate to an incident Lead a crew Underline swimwear and footwear rescue and recovery Select and maintain canines to be part of a canine search team for USAR incidents Train canines to work in a USAR environment</p>	<p>PUA010Z1 Develop a canine search team for USAR incidents Search as part of a canine search team at USAR</p>	<p>PUA010Z1 Supervise specialist response to aviation accidents and incidents Administer allocation of resources Manage a multi-team sector</p>	<p>PUA010Z1 Manage projects Manage physical resources Manage the investigation function at an incident Manage the fitness function at an incident Manage the public information function at an incident Manage the intelligence function at an incident Coordinate resources for a multi-agency incident Control a Level 2 incident Manage logistics for a complex incident Manage planning for a complex incident Develop plans for deployment of a USAR team</p>	
<p>PUA008Z7 Participate in a large response urban search and rescue Category 1 Work effectively in a public safety organisation Follow defined work, health and safety policies and procedures</p>	<p>PUA009Z1 Identify, detect and monitor hazardous materials at an incident Operate aerial appliance Operate specialist appliance Dispatch support personnel and equipment from a helicopter Understand the safety systems Conduct initial investigation at incident scene Navigate to an incident Lead a crew Underline swimwear and footwear rescue and recovery Select and maintain canines to be part of a canine search team for USAR incidents Train canines to work in a USAR environment</p>	<p>PUA010Z1 Develop a canine search team for USAR incidents Search as part of a canine search team at USAR</p>	<p>PUA010Z1 Supervise specialist response to aviation accidents and incidents Administer allocation of resources Manage a multi-team sector</p>	<p>PUA010Z1 Manage projects Manage physical resources Manage the investigation function at an incident Manage the fitness function at an incident Manage the public information function at an incident Manage the intelligence function at an incident Coordinate resources for a multi-agency incident Control a Level 2 incident Manage logistics for a complex incident Manage planning for a complex incident Develop plans for deployment of a USAR team</p>	
<p>PUA008Z8 Participate in a large response urban search and rescue Category 1 Work effectively in a public safety organisation Follow defined work, health and safety policies and procedures</p>	<p>PUA009Z1 Identify, detect and monitor hazardous materials at an incident Operate aerial appliance Operate specialist appliance Dispatch support personnel and equipment from a helicopter Understand the safety systems Conduct initial investigation at incident scene Navigate to an incident Lead a crew Underline swimwear and footwear rescue and recovery Select and maintain canines to be part of a canine search team for USAR incidents Train canines to work in a USAR environment</p>	<p>PUA010Z1 Develop a canine search team for USAR incidents Search as part of a canine search team at USAR</p>	<p>PUA010Z1 Supervise specialist response to aviation accidents and incidents Administer allocation of resources Manage a multi-team sector</p>	<p>PUA010Z1 Manage projects Manage physical resources Manage the investigation function at an incident Manage the fitness function at an incident Manage the public information function at an incident Manage the intelligence function at an incident Coordinate resources for a multi-agency incident Control a Level 2 incident Manage logistics for a complex incident Manage planning for a complex incident Develop plans for deployment of a USAR team</p>	
<p>PUA008Z9 Participate in a large response urban search and rescue Category 1 Work effectively in a public safety organisation Follow defined work, health and safety policies and procedures</p>	<p>PUA009Z1 Identify, detect and monitor hazardous materials at an incident Operate aerial appliance Operate specialist appliance Dispatch support personnel and equipment from a helicopter Understand the safety systems Conduct initial investigation at incident scene Navigate to an incident Lead a crew Underline swimwear and footwear rescue and recovery Select and maintain canines to be part of a canine search team for USAR incidents Train canines to work in a USAR environment</p>	<p>PUA010Z1 Develop a canine search team for USAR incidents Search as part of a canine search team at USAR</p>	<p>PUA010Z1 Supervise specialist response to aviation accidents and incidents Administer allocation of resources Manage a multi-team sector</p>	<p>PUA010Z1 Manage projects Manage physical resources Manage the investigation function at an incident Manage the fitness function at an incident Manage the public information function at an incident Manage the intelligence function at an incident Coordinate resources for a multi-agency incident Control a Level 2 incident Manage logistics for a complex incident Manage planning for a complex incident Develop plans for deployment of a USAR team</p>	
<p>PUA008Z0 Participate in a large response urban search and rescue Category 1 Work effectively in a public safety organisation Follow defined work, health and safety policies and procedures</p>	<p>PUA009Z1 Identify, detect and monitor hazardous materials at an incident Operate aerial appliance Operate specialist appliance Dispatch support personnel and equipment from a helicopter Understand the safety systems Conduct initial investigation at incident scene Navigate to an incident Lead a crew Underline swimwear and footwear rescue and recovery Select and maintain canines to be part of a canine search team for USAR incidents Train canines to work in a USAR environment</p>	<p>PUA010Z1 Develop a canine search team for USAR incidents Search as part of a canine search team at USAR</p>	<p>PUA010Z1 Supervise specialist response to aviation accidents and incidents Administer allocation of resources Manage a multi-team sector</p>	<p>PUA010Z1 Manage projects Manage physical resources Manage the investigation function at an incident Manage the fitness function at an incident Manage the public information function at an incident Manage the intelligence function at an incident Coordinate resources for a multi-agency incident Control a Level 2 incident Manage logistics for a complex incident Manage planning for a complex incident Develop plans for deployment of a USAR team</p>	
<p>PUA008Z1 Participate in a large response urban search and rescue Category 1 Work effectively in a public safety organisation Follow defined work, health and safety policies and procedures</p>	<p>PUA009Z1 Identify, detect and monitor hazardous materials at an incident Operate aerial appliance Operate specialist appliance Dispatch support personnel and equipment from a helicopter Understand the safety systems Conduct initial investigation at incident scene Navigate to an incident Lead a crew Underline swimwear and footwear rescue and recovery Select and maintain canines to be part of a canine search team for USAR incidents Train canines to work in a USAR environment</p>	<p>PUA010Z1 Develop a canine search team for USAR incidents Search as part of a canine search team at USAR</p>	<p>PUA010Z1 Supervise specialist response to aviation accidents and incidents Administer allocation of resources Manage a multi-team sector</p>	<p>PUA010Z1 Manage projects Manage physical resources Manage the investigation function at an incident Manage the fitness function at an incident Manage the public information function at an incident Manage the intelligence function at an incident Coordinate resources for a multi-agency incident Control a Level 2 incident Manage logistics for a complex incident Manage planning for a complex incident Develop plans for deployment of a USAR team</p>	

The colouring of the code designates at which rank the unit is delivered:  
**Red** - Certificate/Diploma/Advanced Diploma  
**Green** - Certificate/Diploma/Advanced Diploma  
**Blue** - Certificate/Diploma/Advanced Diploma  
**Yellow** - Certificate/Diploma/Advanced Diploma  
**Orange** - Certificate/Diploma/Advanced Diploma  
**Purple** - Certificate/Diploma/Advanced Diploma  
**Grey** - Certificate/Diploma/Advanced Diploma  
**White** - Certificate/Diploma/Advanced Diploma  
**Black** - Certificate/Diploma/Advanced Diploma  
**Dark Blue** - Certificate/Diploma/Advanced Diploma  
**Light Blue** - Certificate/Diploma/Advanced Diploma  
**Dark Green** - Certificate/Diploma/Advanced Diploma  
**Light Green** - Certificate/Diploma/Advanced Diploma  
**Dark Red** - Certificate/Diploma/Advanced Diploma  
**Light Red** - Certificate/Diploma/Advanced Diploma  
**Dark Orange** - Certificate/Diploma/Advanced Diploma  
**Light Orange** - Certificate/Diploma/Advanced Diploma  
**Dark Purple** - Certificate/Diploma/Advanced Diploma  
**Light Purple** - Certificate/Diploma/Advanced Diploma  
**Dark Grey** - Certificate/Diploma/Advanced Diploma  
**Light Grey** - Certificate/Diploma/Advanced Diploma  
**Dark White** - Certificate/Diploma/Advanced Diploma  
**Light White** - Certificate/Diploma/Advanced Diploma

Recruit/Continuation Training	Leading Firefighter	Station Officer	Senior Station Officer	Commander	Assistant Chief Fire Officer
<ul style="list-style-type: none"> <li>Specialist Appliances</li> <li>Fire Duty</li> <li>FIA</li> <li>HR Functions               <ul style="list-style-type: none"> <li>Employment opportunities</li> <li>OH&amp;S</li> </ul> </li> <li>ICS/GARS</li> <li>Organisational Policies, and Guidelines Procedures</li> <li>Emergency Medical Response</li> <li>Operation of specific appliances and equipment</li> </ul>	<ul style="list-style-type: none"> <li>The role of Leading a Firefighter</li> <li>Introduction to Conflict Resolution and Negotiation Skills</li> <li>Fire Safety</li> <li>ICS/GARS</li> <li>Emergency Management Arrangements</li> <li>Organisational Policies, Procedures and Guidelines</li> <li>Operation of specific appliances and equipment</li> <li>AIMS</li> </ul>	<ul style="list-style-type: none"> <li>Role of a Station Officer</li> <li>Debriefing and Counseling procedures</li> <li>Support Agencies</li> <li>Specialist Appliances and departments</li> <li>FRV Acts / Regulations / SOP's</li> <li>Introduction to Disaster Management</li> <li>ICS/GARS</li> <li>FIA / Anson squad</li> <li>Community Safety</li> <li>Relevant Acts, Regulations, Awards and Procedures</li> <li>Emergency Management Arrangements</li> <li>Organisational Policies, Procedures and Guidelines</li> </ul>	<ul style="list-style-type: none"> <li>Role of a Senior Station Officer</li> <li>Various Acts</li> <li>ICS/GARS</li> <li>Interpersonal Skills</li> <li>Community Safety</li> <li>Risk Management</li> <li>Relevant Acts, Regulations, Awards and Procedures</li> <li>Coroners Act</li> <li>Industrial Relations</li> <li>Emergency Management Arrangements</li> <li>Organisational Policies, Procedures and Guidelines</li> </ul>	<ul style="list-style-type: none"> <li>Commander responsibilities</li> <li>ICS / GARS</li> <li>Inter-agency Liaison</li> <li>Interpersonal Skills</li> <li>Community Safety</li> <li>Risk Management</li> <li>Relevant Acts, Regulations, Awards and Procedures</li> <li>Emergency Management Arrangements</li> <li>Organisational Policies, Procedures and Guidelines</li> </ul>	<ul style="list-style-type: none"> <li>Assistant Chief Fire Officer Responsibilities</li> <li>ICS / GARS</li> <li>Inter-agency Liaison</li> <li>Relevant Acts, Regulations, Awards and Procedures</li> <li>Emergency Management Arrangements</li> <li>Organisational Policies, Procedures and Guidelines</li> </ul>



<p><b>PUA3019 Certificate I in Public Safety (Firefighting &amp; Emergency Operations)</b> 4 Core units plus 3 elective units</p>		<p><b>PUA3019 Certificate III in Public Safety (Firefighting &amp; Emergency Operations)</b> 7 Core units plus 4 elective units</p>		<p><b>PUA3019 Certificate IV in Public Safety (Firefighting &amp; Emergency Operations)</b> 11 Core units plus 8 elective units only 2 TUE Units can be selected towards the qualification</p>		<p><b>PUA3019 Diploma of Public Safety (Firefighting Management)</b> 7 Core units plus 6 elective units</p>		<p><b>PUA3019 Advanced Diploma of Public Safety (Firefighting Management)</b> 4 Core units plus 7 elective units</p>	
<p><b>CODE</b> PUAQOU001 PUAFR203 PUAFR207 PUAFR210 PUAOP013 PUASAR022 PUATEA001</p>	<p><b>CORE UNITS</b> Prepare, maintain and test response equipment Respond to urban fire Operate breathing apparatus open circuit Prevent injury Operate communications systems and equipment Participate in a rescue operation Work in a team</p>	<p><b>CODE</b> PUAFR302 PUAFR308 PUAFR309 PUAFR324 PUAHEH001 PUAMHS002</p>	<p><b>CORE UNITS</b> Suppress urban fire Employ personal protection at a hazardous materials incident Operate pumps Render hazardous materials incidents safe Drive vehicles under operational conditions Maintain safety at an incident scene</p>	<p><b>CODE</b> PUAOP012 PUAOP015 PUATEA003</p>	<p><b>CORE UNITS</b> Control a Level 1 incident Conduct briefings and debriefings Lead, manage and develop teams</p>	<p><b>CODE</b> PUAQOU007 PUAFR502 PUAFR509 PUAOP016 PUAOP023 PUAFRC001 PUAMHS003</p>	<p><b>CORE UNITS</b> Liaise with other organisations Develop incident control strategies Implement prevention strategies Manage a multi-team sector Manage operations for a Level 2 incident Promote a learning environment in the workplace Implement and monitor organisational work, health and safety policies, procedures and programs</p>	<p><b>CODE</b> PUAQOU010 PUAMAN001 PUAMAN003 PUAMAN007</p>	<p><b>CORE UNITS</b> Promote the organisation's mission and services Manage the organisation's public safety responsibilities Manage human resources Manage financial resources</p>
<p><b>General Elective Units Group</b></p>		<p><b>General Elective Units Group</b></p>		<p><b>Elective Units Group A</b></p>		<p><b>Elective Units Group A</b></p>		<p><b>Elective Units Group A</b></p>	
<p>PUAQOU001 PUAFR017 PUAFR024 PUAFR206 PUAFR208 PUAFR220 PUALAM001 PUASAR001 PLATEA004 PUAMHS001</p>	<p>Communicate in the workplace Work safely around aircraft Respond to wildfire Check installed fire safety systems Participate in community safety activities Respond to isolated structure fire Protect and preserve incident scene Perform land based swiftwater and floodwater rescue and recovery Work effectively in a public safety organisation Follow defined work, health and safety policies and procedures</p>	<p>PUAQOU005 PUAQOU006 PUAFR301 PUAFR303 PUAFR304 PUAFR305 PUAFR306 PUAFR307 PUAFR310 PUAFR314 PUALAM002 PUAOP014 PUAOP020 PUASAR002 PUASAR024 PUASAR025 PUASAR026 PUASAR030 PUASAR031 PUASAR032</p>	<p>Foster a positive organisational image in the community Plan and conduct a public awareness program Undertake community safety activities Suppress wildfire Respond to marine emergencies Respond to aviation incidents (general) Identify, detect and monitor hazardous materials at an incident Operate aerial appliance Operate specialist appliance Utilise installed fire safety systems Conduct initial investigation at incident scene Navigate to an incident Lead a crew Undertake swiftwater and floodwater rescue and recovery Undertake road crash rescue Undertake confined space rescue Undertake industrial and domestic rescue Undertake trench rescue Undertake an urban search and rescue Category 2 rescue technician Undertake vertical rescue</p>	<p>PUAQOU011 PUAQOU012 PUAEMR001 PUAFR401 PUAFR402 PUAFR403 PUAFR404 PUAFR406 PUAFR411 PUAMAN002</p>	<p>Develop community awareness networks Liaise with media at a local level Establish context for emergency risk assessment Obtain incident intelligence Conduct simple prescribed burns Assess building plans Inspect dangerous goods facilities Develop simple prescribed burn plans Provide safety advice at an urban incident Administer allocation of resources</p>	<p>BBSINS01 PUAQOU008 PUAQOU016 PUAEMR002 PUAFR501 PUAFR503 PUAFR504 PUAFR505 PUAFR507 PUAFR510 PUAFR516 PUAMAN005 PUAOP017 PUAOP018 PUAOP025</p>	<p>Implement information and knowledge management systems Develop and organise public safety awareness programs Manage media requirements at major incident Assess emergency risk Conduct fire investigation and analysis activities Coordinate human resource management activities Assist with formulation and implementation of plans and policies Administer cost centre's financial resources Inspect building fire safety systems Inspect for legislative compliance Assess and evaluate a facility's fire and incident safety management systems Manage projects Coordinate resources for a multi-agency incident Control a Level 2 incident Manage planning for a complex incident</p>	<p>Fire and land management agencies require PUAOP019 Control a Level 3 incident, Air Services require PUAOP024 Manage operations for a Level incident PUAOP019 PUAOP024 Elective Units Group B:</p>	<p>Establish innovative work environments Manage people performance Manage organisational communication strategies Develop and administer organisational policies, procedures and practices Manage the implementation of community safety strategies Provide strategic safety advice at an incident Establish and maintain the work, health and safety system</p>

<b>PUASAR01 Certificate in Public Safety</b> Firefighting & Emergency Operations 8 Core units plus 3 elective units		<b>PUASAR02 Certificate in Public Safety</b> Firefighting & Emergency Operations 7 Core units plus 4 elective units		<b>PUASAR03 Certificate in Public Safety</b> Firefighting Supervision 4 Core units plus 8 elective units only 2 TAFE Units can be counted towards the qualification		<b>PUASAR04 Diploma of Public Safety</b> Firefighting Management 7 Core units plus 6 elective units		<b>PUASAR05 Advanced Diploma of Public Safety</b> Firefighting Management 4 Core units plus 7 elective units			
CODE	CORE UNITS	CODE	CORE UNITS	CODE	CORE UNITS	CODE	CORE UNITS	CODE	CORE UNITS		
<b>General Elective Units</b> PUASAR01 Perform land based swiftwater and floodwater rescue and recovery		<b>General Elective Units</b> PUAFR304 Respond to marine emergencies PUAFR306 Identify, detect and monitor hazardous materials at an incident PUAFR307 Operate aerial appliance PUAFR310 Operate specialist appliance PUASAR02 Undertake swiftwater and floodwater rescue and recovery PUASAR04 Undertake road crash rescue PUASAR05 Undertake confined space rescue PUASAR06 Undertake industrial and domestic rescue PUASAR030 Undertake trench rescue PUASAR031 Undertake an urban search and rescue Category 2 rescue technician PUASAR02 Undertake vertical rescue		<b>Elective Units Group A</b> PUAFR402 Conduct simple prescribed burns PUAFR404 Inspect dangerous goods facilities PUAFR406 Develop simple prescribed burn plans <b>Elective Units Group B</b> TAEASS301 Contribute to assessment TAEASS402 Assess competence <b>Elective Units Group C</b> TAEASS401 Plan assessment activities and processes TAEASS403 Participate in assessment validation		<b>Elective Units Group A</b> PUACOM08 Develop and organise public safety awareness programs PUAFIR013 Supervise incendiary operations during aerial ignition PUAFIR501 Conduct fire investigation and analysis activities PUAFIR507 Inspect building fire safety systems PUAFIR510 Inspect for legislative compliance PUAFIR516 Assess and evaluate a facility's fire and incident safety management systems PUAFIR518 Conduct and record a bushfire attack level (BAL) assessment		<b>Elective Units Group B</b> PUAOPED04 Coordinate resources for a multi-agency incident PUAOPED07 Design and develop assessment tools TAEDESS02 Design and develop learning resources TAEFTASS01 Undertake organisational training needs analysis		<b>Elective Units Group A</b> PUAMWS04 Establish and maintain the work, health and safety system	

### Accredited Courses

COURSE CODE	COURSE NAME
22310VIC	Course in Place of Public Entertainment Safety Officer
22322VIC	Course in Liquid Petroleum Gas Emergency Response
22323VIC	Course in Fire Safety Inspecting
22330VIC	Course in High Angle Rescue Techniques
22459VIC	Course in the Australasian Inter-service Incident Management System (AIIMS)
22463VIC	Course in Awareness of the Australasian Inter-service Incident Management System (AIIMS)
22511VIC	Course in Fire Rescue Emergency Medical Response, First Responder
22541VIC	Course in Basic Wildfire Awareness
22559VIC	Course in Firelighting Consequence Awareness Program
22560VIC	Course in Urban Search and Rescue (Team Leader)
22562VIC	Course in Hazardous Materials Emergency Response
22568VIC	Course in Waterway Emergency Response

The 5 units of competency listed below have been imported to meet the training needs for the rank of Assistant Chief Fire Officer. These Units are not from the Advanced Diploma of Public Safety.

CODE	CORE UNITS
BSBFIN801	Lead Financial Strategy Development
BSBPMG534	Manage Project Human Resources
BSBINS601	Manage Knowledge and Information
BSBSTR801	Lead Innovative Thinking and Practice
BSBSTR601	Manage Innovation and Continuous Improvement

## **Relocation Assistance Policy**

### **1. INTENT**

To provide information and guidance regarding relocation assistance that is available to employees who are required to permanently relocate their place of residence as a result of a change in their work location.

To facilitate the effective management and coordination of the relocation assistance application process to ensure a fair, timely and consistent approach that is compliant with industrial and legislative requirements.

### **2. SCOPE**

In accordance with Clause 38.13.3 of Division B of the FRV Operational Staff Agreement 2020 and Operational Improvement Initiative No. 20 Clause 4.16, FRV and the UFU have met to review and agree the existing provisions. This procedure reflects the agreement reached on the application of Clause 38.13.

This procedure outlines the financial assistance to be provided by FRV to existing ongoing FRV employees who are permanently:

- promoted;
- transferred; or
- ordered

to a different work location, and who as a result are required to relocate to a new place of residence. The promotion or transfer must be as a result of a formal recruitment process, a Transfer List or management initiated.

It does not apply to Employees who are:

- On a fixed term or casual employment contract/temporary assignment/appointment/relieving role
- Employees who are granted a permanent transfer to a different work location in response to a compassionate transfer request.

The relocation assistance available to Recruit Firefighters is also addressed in Table 2 of this procedure.

The procedure for an external appointment to a position within FRV is addressed in External Appointment.

### **3. REFERENCES**

FRV Operational Employees Interim Enterprise Agreement 2020

Fire Rescue Victoria Act 1958

#### 4. DEFINITIONS

The following definitions apply to this procedure:

- FRV: Fire Rescue Victoria established under the FRV Act 1958.
- Household Effects: are those items/implements ordinarily used within the house, garden and garage environment. It does not include cars, boats, and livestock.
- Immediate Family: is a partner who lives with the employee and any other family members who currently reside with the employee, including any dependent children.
- Date of Sale/Purchase: The 'Date of Sale' for either a purchase or sale of a residence is the date on which both parties have signed the 'Contract of Sale'. It is NOT the date of settlement.

#### 5. RESPONSIBILITY

As specified in the HR Delegations

#### 6. POLICY

##### External Appointment

Relocation Assistance for an external appointment to a position within FRV will be considered on a case-by-case basis in line with the parameters and amounts specified in this Policy.

It will generally be limited to reimbursement of reasonable expenses directly incurred by the employee and immediate family as a result of:

- The journey to the new location, including meals and accommodation; and
- Furniture removal and relocation costs.

Any additional assistance will be by application, recommended by the relevant OIC/manager, approved by the Executive Director People, Culture and Safety.

##### Eligibility

To be eligible for relocation assistance, all of the following criteria must be met:

The new place of residence is:

- at least 20 kms closer to the new work location than the previous place of residence, and
- no more than 100 km away from the new work location.

Claims that fall outside these parameters will be considered on a case by case basis. Exceptional circumstances will not be unreasonably refused.

Distance, for the purpose of eligibility criteria, is measured as the shortest possible distance by main road.

Time and/or distance is calculated using the website Google Maps.

The date of sale or purchase must be on or after the confirmation of appointment date\*.

In accordance with FBT ruling, employees are only eligible for reimbursement of relocation expenses incurred after the confirmation of appointment. The confirmation of appointment date is the earliest of the following:

- a. The official commencement date in the new appointment; or
- b. The date of the formal letter of permanent appointment; or
- c. The date the permanent appointment confirmation was published on the Intranet.

Any verbal or email offers prior to the above do not constitute formal notification for the purposes of this Policy.

\* Note that the above criteria apply to appointments that are subject to promotional appeal under the Section 79H of the FRV Act – Rights of Appeal. The appointment date is the confirmation date, not the provisional appointment date.

#### Sale of Residence

In addition to the eligibility criteria above, to be eligible for relocation assistance for the sale of a property, the following criteria in accordance with Fringe Benefits Tax Assessment Act 1986 must also be met:

- The employee, at the date of confirmation of appointment, must own a residential property and live at that residence;
- A contract of sale for the original residence must be entered into within 2 years following the official commencement of the new appointment;

Reimbursement costs include:

- Solicitor/Conveyancer's fees up to \$2,000;
- Advertising fees up to \$2,000
- Commission Fees payable up to \$10,500
- Mortgage discharge and associated administrative fees up to \$1,500.

#### Purchase of Residence

To be eligible for relocation assistance for the purchase of a residence, the following criteria in accordance with Fringe Benefits Tax Assessment Act 1986 must be met:

- A contract of sale for a new residence/land must be entered into within 4 years following the official commencement of the new appointment;
- Land purchased under this arrangement must be on the basis that the employee proposes to construct a dwelling to become their primary place of residence;

Reimbursement costs include:

- Solicitor/Conveyancer's fees up to \$2,000;
- Stamp duty payable is capped. The maximum stamp duty payable is the stamp duty that would be payable on the value of the Metropolitan Melbourne median house price as set out by the Real Estate Institute of Victoria (REIV). The median house price applied will be the one announced

by the REIV on 1 April each year. For example, a residence purchased in January 2020 the applicable REIV median house price would be as at 1 April 2019.

- Mortgage registration and associated administrative fees up to \$1,500.

Stamp duty is also payable for the purchase of land where the employee intends to construct or complete construction of a residence that they will occupy on completion as their principal place of residence. Evidence of residency will be required, such as but not limited to, a statutory declaration and a certificate of occupancy. Stamp duty payable is capped. The maximum stamp duty payable is the stamp duty that would be payable on the value of the Metropolitan Melbourne median house price as set out by the Real Estate Institute of Victoria (REIV).

### Fringe Benefits

A summary of potential Fringe Benefits Tax (FBT) implications for relocation assistance is included as part of this procedure in Table 1. All employees who apply for relocation assistance are advised to seek independent financial advice on the implications as the applicability of FBT and reportable fringe benefits may vary dependant on individual circumstances.

Refer to Fringe Benefits Tax Assessment Act 1986 for detailed information - [http://classic.austlii.edu.au/au/legis/cth/consol\\_act/fbtaa1986312/index.html#s58c](http://classic.austlii.edu.au/au/legis/cth/consol_act/fbtaa1986312/index.html#s58c)

### Furniture Removal & Storage

Costs associated with furniture removal and relocation will be reimbursed up to \$6000, with the actual necessary costs reasonably incurred in moving their furniture and personal effects for employees covered by the Agreement.

In addition, storage costs for furniture and household effects will be paid for a maximum period of 6 months where an employee does not initially move to a permanent residence.

FRV has additional insurance in place for any items damaged during the removal and relocation of furniture and household affects. The contents are covered while in transit, from the point of loading to the point of unloading, and also while in temporary storage (up to 6 months). All removals must be undertaken by professional removalists with details of the company to be provided with any claim made. FRV insurance policy for contents will apply only if no other insurances are applicable.

The CFA insurance policy excludes loss or damage to cameras, glasses, jewellery, trinkets, precious stones, furs, deeds, stamps, money, groceries, foodstuffs and liquor. This 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 Finance via email [InsuranceClaims@mfb.vic.gov.au](mailto:InsuranceClaims@mfb.vic.gov.au) as soon as the loss or damage is detected.

### Disturbance Costs

A Wear & Tear allowance of \$1,000 is available to compensate for the disturbance factors associated with relocation, such as wear and tear on furniture, replacing or cleaning carpets, linoleum, curtains and blinds as a result of the move.

### Temporary Accommodation

Where an employee is eligible for relocation assistance, and demonstrates they require temporary accommodation, they will be reimbursed up to a maximum of \$8,000 of temporary accommodation costs. Reimbursement is subject to the provision of satisfactory evidence (e.g. receipts).

The employee must start to make sustained and reasonable efforts to buy or lease suitable long-term accommodation as soon as reasonably practicable after starting work at the new location.

Temporary accommodation will be reimbursed where one or more of the following conditions are met:



- Temporary accommodation is required prior to leaving the previous work location; or
- Temporary accommodation is required because a suitable rental property is not immediately available at the new work location; or
- The employee has purchased a property at the new work location and is awaiting settlement on the property; or
- An employee experiences a double up in living expenses (i.e. mortgage and rent, pending the sale of the employee's previous residential property);
- An employee is actively seeking and not yet purchased a property.

#### 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.

#### School Uniforms

Costs for school uniforms will be reimbursed up to \$200 for each dependent child who is a full-time student at a primary or secondary school (excluding pre-school).

#### Temporary Access to FRV vehicle

A FRV vehicle may be made available to enable:

- Employees and their immediate family to visit the new locality to source housing;
- Employees not currently residing at the new work location to commute between the existing residence and new workplace via the most direct route for outside of tour/weekend travel for the initial 3 month period.

Travel must be undertaken outside normal working hours.

If a FRV vehicle is not available an employee will be reimbursed for use of their private vehicle.

#### Accommodation & Meal Expenses

Reasonable accommodation and meal expenses will be paid for an employee when visiting the new locality to source housing.

#### Relocation Assistance Leave

Relocation Assistance Leave of 5 days may be approved at the discretion of the relevant ACFO/DC 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/DC may approve additional Relocation Assistance Leave based on individual circumstances.

#### Evidence and Supporting Documentation

All claims for reimbursement must be substantiated with appropriate documentation, including but not limited to: receipts tax invoices, solicitor statement of charges and disbursements, bank finance

letter, Contract of Sale, Certificate of Title, Proof of Relationship as it pertains to property ownership or other relocation expenses, Paid State Revenue Office's 'Duty Statement Transfer of Land'.

**Table 1**

**Fringe Benefits Tax (FBT) Implications for Relocation Assistance**

<b>Provision</b>	<b>FBT Implication</b>
<p><b>Sale of residence at former location within 2 years of commencement at new location, including:</b></p> <ul style="list-style-type: none"> <li>• Solicitor/Conveyancer's fees;</li> <li>• Commission &amp; advertising charges paid to a real estate agent;</li> <li>• Mortgage discharge &amp; associated administrative fees.</li> </ul>	Exempt
<p>Purchase of residence at new location within 4 years of commencement at new location, including:</p> <ul style="list-style-type: none"> <li>• Solicitor/Conveyancer's fees;</li> <li>• Stamp duty;</li> <li>• Mortgage registration &amp; associated administrative fees.</li> </ul>	Exempt, if a home is owned and sold at the former location
Furniture removal and storage	Exempt (if it commences within 12 months of commencement date)
<p>Temporary accommodation</p> <p>A 'Relocation – Temporary Accommodation Declaration' must be completed when seeking reimbursement of temporary accommodation costs.</p>	<p>Exempt:</p> <p><b>Previous location</b></p> <ul style="list-style-type: none"> <li>• If less than 21 days &amp; finishes by the day the employee commences at the new location</li> </ul> <p><b>New location</b></p> <ul style="list-style-type: none"> <li>• If it commences no sooner than 7 days before the employee commences at the new location</li> </ul>
<p>Disturbance Allowance</p> <p>Subject to PAYG withholding tax but will be subject to FBT.</p>	<p><b>Subject to PAYG reporting and withholding</b></p> <p>Subject to FBT reporting if total taxable value of fringe benefits, from all sources, exceeds \$2,000.</p>

The Senior Business Analyst, Business Analysis, Finance can provide copies of relevant declaration and further information about FBT implications.

As the applicability of FBT and reportable fringe benefits may vary dependant on individual circumstances, employees are encouraged to seek independent financial advice on the implications.

**Table 2**

**Recruit Firefighter Relocation Assistance:**

If a recruit Firefighter is required to change their residential location due to the locality of their initial allocated station, CFA will reimburse associated expenses up to a maximum total of \$10,000.

To be eligible for relocation assistance, all of the following criteria must be met:

The new place of residence is:

- at least 20 kms closer to the new work location than the previous place of residence, and
- no more than 100 km away from the new work location.

Distance, for the purpose of eligibility criteria, is measured as the shortest possible distance by main road.

Time and/or distance is calculated using the website Google Maps.

**Reimbursement in TOTAL will not exceed \$10,000:**

Expenses associated with	Conditions
Removal of furniture and household effects.	
Furniture storage.	3 months
<b>Temporary Accommodation:</b> Accommodation costs will be provided for up to 3 months.	When a new residence is not immediately purchased or rental accommodation not yet available at the Recruits' new work locations, assistance with temporary accommodation costs will be provided for up to 3 months.
Miscellaneous	Where an employee can demonstrate any additional costs related to the relocating to the new work location e.g. costs to break lease, pet boarding, utility connection, etc

**Supporting Documentation**

All claims for reimbursement must be substantiated with appropriate documentation, including but not limited to: receipts, statements.

## SCHEDULE 14 - LIST OF STATION WEAR, UNIFORM & PPC/E

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 career firefighters and will only be made available for professional career firefighters. Uniform provided to non-operational employees will be significantly visually distinguishable from that which is provided to professional career firefighters covered by this Agreement.

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, FRV 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 maintained by FRV.

### Station Wear

All items of station wear listed below shall be for the exclusive use and issue to FRV employees covered by this Agreement. The items listed will not be available for purchase or for distribution other than to FRV employees covered by this Agreement.

ITEM	FRV INITIAL ISSUE (Recruits)	FRV YEARLY ALLOCATION
<b>STATION WEAR</b>		
Trousers Cargo	5	As required / Replacement is One for One 2
Trousers Straight leg	1	As required / Replacement is One for One
Shorts Cargo	4	As required / Replacement is One for One
Shorts Sports Utility	2	As required / Replacement is One for One
Socks	10	5 As required
T-shirt Short Sleeve	8	4 combination of SS or LS T shirts
T-Shirt Long Sleeve	2	
Polo Shirt short sleeve	2	
Polo Shirt Long Sleeve	2	
Sun Hat	1	1
Safety Glasses	1	1
Epaulettes	3	As required
Name Tag	4	As required
Jumper	2	As required / Replacement is One for One
Polar Fleece Jacket	1	As required / Replacement is One for One
Belt and Buckle	1	As required

Shirt Short Sleeve		8	As required / Replacement is One for One
Shirt Long Sleeve		4	As required / Replacement is One for One
Beanie		1	As required
Baseball Cap		1	As required
Dress Uniform Peak Cap Cap badge Dress Tunic Trousers White Shirt Tie		1	As required / Replacement is One for One
Shoes		1	As required
Station boots		1	As required / Replacement is One for One

### 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.

All items of PPC listed below shall be for the exclusive use and issue to FRV employees. The items listed will not be available for purchase or for distribution other than to FRV Employees covered by this Agreement.

#### Structural PPC

ITEM	FRV INITIAL ISSUE (Recruits)	FRV YEARLY ALLOCATION
<b>STRUCTURAL PPC</b>		
Coat outer shell (FIRE RESCUE VICTORIA – wording on rear)	3	As required / Replacement is One for One
Over Trousers outer shell	3	As required / Replacement is One for One
Braces	3	As required / Replacement is One for One
Flash Hood	3	As required / Replacement is One for One
Gloves	3	As required / Replacement is One for One
Helmet	1	As required / Promotion (SO/SSO/CMDR/ACFO) Replacement is One for One
Helmet neck flap	3	As required / Replacement is One for One
Helmet harness	2	Replaced through laundering and pool sets
Boots Structural bunker	2	As required / Replacement is One for One
Chemical Boots	1	As required / 5 year replacement
Torch	1	As required / Replacement is One for One
Epaulettes	3	As required

#### Wildfire PPC

ITEM	FRV INITIAL ISSUE (Recruits)	FRV YEARLY ALLOCATION
<b>LEVEL 1 PPC</b>		
Wildfire overtrousers	3	As required
Gloves	2	As required / Replacement is One for One
GP Boots	2	As required / Replacement is One for One
Wildfire Coat (FIRE RESCUE VICTORIA – wording on rear)	3	As required / Replacement is One for One
Helmet	1	As required / Replacement is One for One
Helmet neck flap	2	As required / Replacement is One for One
Goggles	1	As required
Epaulettes	2	As required

### Road Rescue

- Rescue Gloves 0214 of the agreed specification
- Rescue Gloves 0215 of the agreed specification
- Specialist Multi-Purpose Cotton Proban Treated Coverall 0478 of the agreed specification
- Qualification Tag 0479 of the agreed specification
- Utility Rescue 50mm Belt 093 of the agreed specification

### Fire Investigation

- items of agreed specification

### Marine Response

- Wet Suit 0517 of the agreed specification
- Wet Boots 0518 of the agreed specification
- Glove Wet suit 0520 of the agreed specification
- Helmet Swift Water Rescue 0519 of the agreed specification
- Personal Flotation Device (PFD) 0521 of the agreed specification
- Southerly Offshore Jacket 0522 of the agreed specification
- Southerly Offshore Trousers 0523 of the agreed specification
- Smock 0524 of the agreed specification
- Specialist Multi-Purpose Cotton Proban Treated Coverall 0478 of the agreed specification
- Utility Rescue 50mm Belt 093 of the agreed specification
- Qualification Tag 0479 of the agreed specification
- Throw Bag 0526 of the agreed specification
- Karabiner 0527 of the agreed specification
- Anchoring Tap 0528 of the agreed specification
- Hook Type Knife 0529 of the agreed specification
- Single Ball Whistle 0531 of the agreed specification
- WP Gearbag 0532 of the agreed specification
- Sunglasses 0525 of the agreed specification

### Specialist Rescue

- Technical Rescue Helmet 0544 of the agreed specification
- Headlamp 0545 of the agreed specification
- Elbow Pad 0548 of the agreed specification
- Carry Bag 0550 of the agreed specification
- Knee Pad 0547 of the agreed specification
- Whistle 0549 of the agreed specification
- Glove 0552 of the agreed specification
- Safety Glasses 0553 of the agreed specification

- Safety Boots 0551 of the agreed specification
- Specialist Multi-Purpose fire resistant inherent modacrylic material Coverall 0478 of the agreed specification

#### Bags

ITE	FRV INITIAL ISSUE (Recruits)	FRV YEARLY ALLOCATION
Wildfire bag (FIRE RESCUE VICTORIA – wording)	1	As required / Replacement is One for One
PPC Kit bag (FIRE RESCUE VICTORIA – wording)	2	As required / Replacement is One for One
Day bag (FIRE RESCUE VICTORIA – wording)	1	As required / Replacement is One for One
Bedding bag (FIRE RESCUE VICTORIA – wording)	1	As required / Replacement is One for One

#### Linen

ITEM	FRV INITIAL ISSUE (Recruits)	FRV YEARLY ALLOCATION
Pillow	1	As required / Replacement is One for One
Mattress protector	1	As required / Replacement is One for One

#### Uniform/Workwear

The parties will consult and agree on uniform/workwear that will be provided to non-operational employees via the FRV/UFU Consultative Committee in accordance with Clause 18 – Consultation.

## SCHEDULE 15 - APPLIANCES

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 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 Agreement are the designated specifications and appliances under this schedule. This schedule can only be departed from by agreement via Clause 18 – Consultation.
Pumper	Heavy (Agreed Scania cab chassis) with agreed body manufacturer including UFU / Employer Agreed Standard Stowage and Agreed Gas Detectors, Thermal Imaging Camera, 5 Portable Radios and 5 agreed style personal torches. With design, specifications, stowage and use as agreed.
Pumper Tanker	Heavy (Agreed Scania cab chassis) with agreed body manufacturer including UFU / Employer Agreed Standard Stowage and Agreed Gas Detectors, Thermal Imaging Camera, 5 Portable Radios and 5 agreed style personal torches. With design, specifications, stowage and use as agreed.
Aerial Pumper 28M Bronto all rounder F28ALR	(Agreed Scania cab chassis) Bronto 28m F28ALR All rounder or otherwise agreed aerial with agreed body manufacturer including UFU / Employer Agreed Standard Stowage and Agreed Gas Detectors, Thermal Imaging Camera, 5 Portable Radios and 5 agreed style personal torches. With design, specifications, stowage and use as agreed.
Teleboom/Snozzels	Agreed MK - IV Freightliner and Scania Telebooms/snozzels 2004 Scania 94G 300 4x2 commence being to be phased out during the life of this agreement with the above 28m Bronto F28ALR.
Water Tanker.	Appropriate Cab Chassis as agreed with agreed body manufacturer including UFU / Employer Agreed Standard Stowage and Agreed Gas Detectors, Thermal Imaging Camera, 5 Portable Radios and 5 agreed style personal torches.
Ultra Large Pumper	Agreed Ultra Large on Scania Cab Chassis. With design, specifications, stowage and use as agreed.
Ladder Platforms	Bronto Ladder Platform (Scania cab chassis) Existing 37 and 42 or 44 meter, ladder platforms with all future ladder platforms to be 44 Meter Bronto or with an agreed alternative Aerial manufacturer with design, specifications, stowage and use as agreed.
Technical Rescue	Agreed Technical Rescue appliance on Scania dual cab chassis With design, specifications, stowage and use as agreed.
Rescue	Agreed Heavy Rescue appliance on Scania dual cab chassis With design, specifications, stowage and use as agreed.
HAZMAT	Agreed Scania Cab Chassis or other agreed Cab Chassis to commence replacement of all FRV Hazmat vehicles for future harmonization. With chassis, design, specifications, stowage and use as agreed.
BA Bus	Agreed new Scania BA appliance or other agreed BA appliance with chassis make and design, specifications, stowage and use as agreed.
BA Supports	Agreed designated appliance at commencement of Agreement With any changes in chassis and design, specifications, stowage and use as agreed.
Control Unit	2 existing control units as at commencement of Agreement.



	With any changes in chassis future design, specifications, stowage and use as agreed.
Transporters	Agreed existing International ACCO & Scania Cab Chassis appliances as at time of Agreement commencement with future Transporter cab chassis and future pod deployment (Loading and Unloading) systems design, specifications, stowage as agreed
Fire Boat 1	Agreed vessel as at time of commencement of Agreement. Specifications include: MB10077, Promarine, 10.5m long, 3.75m wide and 2x300hp. With design, specifications, stowage and use as agreed.
Fire boat 2	Agreed vessel as at time of commencement of Agreement. Firestorm 40 aluminium hull. 12m Length, 4.39m Beam and 2 x cummins QSM11 Engines. Pumping capacity of 16000Lpm. With design, specifications, stowage and use as agreed
Fire Boat 4	Agreed vessel as at time of commencement of Agreement. Specifications include: MSV11535, Stabicraft, 4.3m long, 1.7m wide and 40hp o/b. With design, specifications, stowage and use as agreed.
Fire Boat 6	Agreed vessel as at time of commencement of Agreement. Specifications include: MSV11855, Stabicraft, 4.3m long, 1.7m wide and 40hp o/b. With design, specifications, stowage and use as agreed.
Fire Boat 5	Agreed vessel as at time of commencement of Agreement. Specifications include: MSV11617, Zodiac, 3.8m long, 2.5m wide and 30hp o/b. With design, specifications, stowage and use as agreed.
Fire Boat 7	Agreed vessel as at time of commencement of Agreement. Specifications include: MSV12272, Achillies, 3.85m long, 1.7m wide and 30hp o/b. With design, specifications, stowage and use as agreed.
Fire Boat 8	Agreed vessel as at time of commencement of Agreement. Specifications include: MSV12273, Achillies, 3.85m long, 1.7m wide and 30hp o/b. With design, specifications, stowage and use as agreed.
Fire Boat 9	Agreed vessel as at time of commencement of Agreement. Specifications include: MSV11116, Achillies, 3.7m long, 1.6m wide and 30hp o/b. With design, specifications, stowage and use as agreed.
Rehab Unit	Appropriate Cab Chassis specifications with design, specifications, stowage and use as agreed.
USAR 1	Agreed Specifications With design, specifications, stowage and use as agreed. Hino 500 Series FD 1024
USAR 2	Agreed Specifications With design, specifications, stowage and use as agreed. 2009 Hino 500 Series FM 2632
USAR 3	Agreed Specifications With design, specifications, stowage and use as agreed. Existing Hino 300 Series 816 Classic Tray with future design to incorporate capacity to appropriately load and carry the existing skid steer bobcat, Tele handler and other agreed attachments.
PODs	Agreed Specifications With design, specifications, stowage and use as agreed including but not limited to: USAR & USAR 2 Pod HART Pod Hose Layer Pod USAR Pod Heavy Rescue Pod Fitness Pod BA Service Pod Water Access Pod Fire Duty Pods BA Pod Multi Agency Pod Rapid Decontamination Pod

	Bulk Decontamination Pod Decontamination Unit A Pod Water Recycling Pod Technical Recue Flexible Habitat Pod Timber Pod Foam Pod Tech Rescue Pods
FIA Utes	Agreed Specifications Cab Chassis 4WD With design, specifications, stowage and use as agreed
FRV Support Vehicles including but not limited to:	Ground Observer Vehicles, Forward Command Vehicle, Rescue Support Vehicles. With design, specifications, stowage and use as agreed.
Wild Fire Utes	Agreed Specifications With design, specifications, stowage and use as agreed Cab Chassis as agreed
Wild Fire Trailer	Agreed Specifications With design, specifications, stowage and use as agreed Dual Axel Tandem trailer
Lighting Trailer	Agreed Specifications with design, specifications, stowage and use as agreed Dual Axel Tandem trailer
MMR/RMR Radio Trailer	Agreed Specifications With design, specifications, stowage and use as agreed Trailer.
USAR Generator Trailer	Agreed Specifications With design, specifications, stowage and use as agreed Dual Axel Tandem trailer
Mechanical Loader	Agreed Specifications With design, specifications, stowage and use as agreed: Caterpillar 299D with multiple attachments and configurations.
USAR 1	Agreed Specifications With design, specifications, stowage and use as agreed: Hino 500 Series FD 1024
USAR 2	Agreed Specifications With design, specifications, stowage and use as agreed: Technical Rescue Tautliner
USAR 3	Agreed Specifications With design, specifications, stowage and use as agreed: Technical Rescue
TOPS 1	Agreed Specifications With design, specifications, stowage and use as agreed: Technical Rescue Mercedes Sprinter
TOPS3	Agreed Specifications With design, specifications, stowage and use as agreed: Technical Rescue Toyota Prado 4x4
TOPS 4	Agreed Specifications With design, specifications, stowage and use as agreed: Marine Triton Ute 4x4
TOPS 5	Agreed Specifications With design, specifications, stowage and use as agreed: Hazmat Ford Ranger Ute
Department Vehicles	Agreed Specifications With design, specifications, stowage and use as agreed: Utility
Department Vehicles	Agreed Specifications With design, specifications, stowage and use as agreed: Station Wagon/SUV or Utility
Department Plant	Agreed Specifications With design, specifications, stowage and use as agreed: Technical Rescue Manitou forklift
Department Plant	Agreed Specifications With design, specifications, stowage and use as agreed: Technical Rescue Toyota forklift
Department Plant	Agreed Specifications With design, specifications, stowage and use as agreed: Technical Rescue Gator 4 wheel
Department Plant	Agreed Specifications With design, specifications, stowage and use as agreed: Technical Rescue Gator 6 wheel
# Note: Other vehicles	Other vehicles as operated with the agreed Specifications With design, specifications, stowage and use as agreed:



## SCHEDULES - DIVISION 2

**Division 2  
EXECUTIVE DIRECTIVE  
MINIMUM CREWING**

At the commencement of each shift the employee crewing shall be in accordance with the attached Chart with the following variations:

**1. Command Levels – Fire Appliances**

- a) Any appliance that is designated on the attached chart as normally under the command of a Senior Station Officer may be commanded by a Station Officer (substantive) except where paragraph 3(c) below applies.
- b) Any appliance that is designated on the attached chart as normally under the command of a Station Officer may be commanded by a Leading Firefighter (substantive).
- c) A Division 2 Leading Firefighter may command an appliance that is designated as a Senior Station Officer appliance on a non urgent move up to a station where such station is normally under the command of a Station Officer.
- d) A Leading Firefighter may be in charge of a Fire Duty/Watching Duty provided that only one appliance is assigned to said fire (watching) duty.

**2. Flexible Crewing:**

**In Shift Emergency:**

- a) An 'In Shift Emergency' occurs when a member of the Brigade who is on duty is required to book off duty on Sick Leave, Carer's Leave, Pressing Necessity Leave etc with such urgency that is not practical to await for a standby to arrive at the duty station.
- b) During an 'In Shift Emergency' the appliance will remain in commission with a reduced crew until such time as a standby/recall can be effected and an extra Employer primary appliance shall be responded to all calls attended by the effected appliance.
- c) If all Districts are on Minimum Crewing and an 'In Shift Emergency' occurs Pumpers at other than 1A, 7, 20A, 25, 35A, 44 & 59A may be reduced to a crew of three to facilitate a standby to the effected appliance while arrangements are made to recall a firefighter which will be immediately initiated.

**3. Overall Crewing Requirement:**

- a) To ensure Division 2 employee capability to meet the crewing and command levels designated in this Executive Directive and other activities there shall be an all inclusive number of employees as follows:
  - 11 Division 2 ACFOs
  - 68 Division 2 Commanders
  - 116 Division 2 SSOs
  - 341 Division 2 Station Officers
  - 1393 Division 2 Firefighters (including Leading Firefighters)
  - 18 FSCC's
- b) From the date of the commencement of this Agreement, to ensure Division 2 employee capability to meet the crewing and command levels designated in this Executive Directive and other activities there shall be an all inclusive number of employees as follows:
  - 1947

c) In accordance with this Agreement, to ensure Division 2 employee capability to meet the crewing and command levels designated in the Agreement and other activities, the all inclusive number of Division 2 employees shall increase to as follows:

- 2053

#### 4. Appliance Availability:

##### a) Rescue and Aerial Appliances

- There shall be a minimum of four of the following Rescue Units in commission (3, 7, 25, 27 & 44) at any time. In the event that a further unit becomes unserviceable mechanical staff will immediately be recalled to affect repairs and restore the minimum number to four.
- There shall be a minimum of four of the following Aerial Appliances in commission (LP1, LP35, LP25, LP47, TB7, TB10, TB22, TB25, TB44) at any time. In the event that a further unit becomes unserviceable mechanical staff will immediately be recalled to affect repairs and restore the minimum number to four.

##### b) Out of Service Appliance Considerations

- Appliances temporarily out of service due to breakdown and unable to be replaced during that shift (e.g. two Rescue Units broken down) shall result in the out of service appliance staff being deployed as additional staff on other appliances (i.e 3rd person on rescue etc).
- The overall minimum crewing requirements must be maintained whilst the appliance is out of service.

#### 5. Excess of Minimum Crewing

- The Fire Rescue Commissioner may elect to use additional staff above Minimum Staffing Charts in Schedule 1 to crew other or additional appliances as per the requirements of the State Agency Commander or State Duty Officer.
  - This decision shall be made giving due consideration to the risk environment, operational activity and or the special circumstance.

#### 6. Emergency Move Up:

- Nothing in this schedule shall restrict the dispatch of crewed appliances to move up to provide fire cover in an emergency.

**SCHEDULE 17 - ALLOWANCES [QUANTUMS NOT AGREED]**

**Not all allowance rates are described in SCHEDULE 17 - ALLOWANCES.**

**Part A of Schedule 17:**

**ALLOWANCES FOR EMPLOYEES COVERED BY PART A OF DIVISION 2**

Relieving allowance	\$40.37
Special Duties Allowance	\$96.74
Fitness Leader Allowance	\$31.80 per week
Temporary Accommodation Allowance	\$5.50 per day shift \$7.15 per night shift
Permanent relocation allowance	\$1,932.94 for each instance as described in the clause
Availability allowance	5.5% of salary
<i>Qualifications Allowances</i>	
IFE Graduate Certificate or a Certificate of Fire Technology	\$21.80 per week
IFE Graduate Certificate and Certificate of Fire Technology	\$33.23 per week
IFE Membership and Graduate/Technician Certificate	\$41.10 per week
Cert IV in Workplace Training and Assessment	\$21.80 per week

**ALLOWANCES FOR EMPLOYEES COVERED BY PART B OF DIVISION 2**

EMR Allowance	\$3.05/hour
HAZMAT Technicians Allowance	\$31.80 per week
Diploma of Training and Assessment or equivalent Instructor qualification allowance	\$33.59 per week

**ALLOWANCES FOR EMPLOYEES COVERED BY PART D OF DIVISION 2**

FSCC Coordination Allowance	5% of classification rate
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**Part B of Schedule 17:**

**Personal expenses, incidentals and accommodation allowances.**

An employee who is required to attend a live in training course, conference, or to undertake duties that require the employee to remain away from home, shall be paid the following:

If the cost of accommodation and meals is not met by FRV, daily allowances of:

	Capital Cities	Other places within Australia	Part day absence
	\$	\$	\$
Breakfast	34.86	34.86	28.64
Lunch	49.39	49.39	32.82

Dinner	69.21	69.21	56.63
Bed	287.39	221.06	-
Incidentals	35.28	35.28	-
Total	476.13	409.83	

Duties that require the employee to remain away from home include but are not limited to duties where the employee remains away from their residence following a shift due to the travel between the work location and their residence being too long to reasonably travel at the conclusion of the shift.

**Note:**

- Breakfast allowance is not payable if departure from home is after 7.00 a.m.
- Lunch allowance is not payable if departure from the location is after 12.00 p.m.
- Dinner allowance is not payable if arrival at home is before 7.00 p.m.
- Incidental allowance is only payable for overnight accommodation.

If the cost of accommodation is met by FRV a daily incidental allowance of \$29.65 will be paid.

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

**Accommodation:**

It is expected that 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.

Where accommodation is not directly billed to, or borne by FRV, the rates for the Standard Allowance are specified in the Schedule of Payments in the table above.

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.

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.

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.

**Advance allowances**

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.

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 FRV.

**Review of expense rates**

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 18 - DIVISION 2 COMMANDER JOB DESCRIPTION -

### ROLE OBJECTIVE

To provide support and guidance to Officers-in-Charge for effective station performance in the delivery of emergency response and community safety programmes.

### Role Process

The Commander will act as the link on shift between District ACFO and Officers-in-Charge for the effective management of the group of stations within the District.

The Commander, per platoon per District, will be a station based mobile manager and will not be part of appliance crewing.

### Role Interfaces

The Commander will:

- Report to the District ACFO on the performance of stations within the District.
- Work with the District ACFO on performance and programmes to be delivered by the group of stations within the District.
- Manage the Officers-in-Charge of stations within their District to achieve predetermined performance measures and delivery of community safety programmes.

### Duties (internal focus predominantly)

- 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 Employer Systems Conditions
- SSO skills utilised at the Commander level
- Communication with Officers-in-Charge on station performance, Brigade direction and priorities.
- Ensuring that stations have appropriate resources to achieve their stated objectives.
- Working with District ACFO to develop plans to reduce the risk of fire within the District.
- Provision of advice and support to Officers-in-Charge for the resolution of staff issues.
- Responding to emergency calls as per GARS.
- Inspecting and reporting on the progress of station maintenance, appliance condition and PPC adequacy at each station.
- Assist in coordinating the most appropriate resources to meet the identified needs of the community.
- Work with the Officers-in-Charge to ensure competence of station staff and adherence to skill maintenance programs.
- Monitor workplace attendance and work with high leave takers to maximise attendance.
- Representing District on various working parties and committees.
- Undertake various research projects as designated by District ACFO.
- Involvement in and a role in overseeing of the conduct of the GEARS program and the on-weekend monthly audit including the reporting to relevant departments.

## **SCHEDULE 19 - STATION DESIGN GUIDELINES**

An agreed copy of the Division 2 Infrastructure Agreement will be provided to 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.

## SCHEDULE 20 - DIVISION FSCC JOB DESCRIPTION

Position:	Division 2 Fire Services Communications Controller
Directorate:	Operations Support
Department:	Operational Communications
Location:	ESTA - Tally Ho East Burwood
Reports To:	Manager Operational Communications

### FUNCTIONS

- As FRV representative monitor and report on communications activities to ensure operational requirements, performance standards and protocols are achieved.
- Provide interpretation and direction on matters which are not clearly defined under FRV Communications Standard Operating Procedures (CSOP).
- Provide advice and direction to the communications centre to ensure any relevant issues not covered by FRV's specific CSOP's are actioned.
- Undertake command and control functions on an as needs basis or as directed by appropriate Commander or Executive Officer.
- Manage media contact on a daily basis and provide contact advice for specific fires or incidents.
- Provide liaison between operational staff and / or to external agencies.
- Provide advice and direction on operational resources required for effective fire cover.
- Attend incidents as directed.

### PRIMARY OBJECTIVES and CHALLENGES

- Monitor communications carried out at the ESTA Tally Ho Communication Centre and advise on Fire Service operations to ensure that emergency response requirements are met.
- Monitor performance standards to ensure they are maintained in critical areas.
- Monitor the compliance with Communications Standard Operating Procedures to ensure conformance with all operational practices.
- Provide advice to communications staff on operational protocols where required.
- Liaise with operational staff on matters relating to operational communications.
- Provide direction to ESTA personnel in relation to communications management of a fire/incident.
- Monitor compliance with FRV's Performance Requirements (*customer specified service standards/performance indicators*).
- Provide judgemental decisions outside the scope of the CSOPs in relation to Communication Centre functions.
- Assist ESTA Communications Centre personnel to ensure that FRV is provided with a high standard of communications to allow them to operate in the most efficient and effective manner and in accordance with Communications Standard Operating Procedures.
- Provides knowledge of operational capabilities to ensure effective fire cover of operational resources is maintained at all times.
- Work in accordance with FRV's Safe Systems

## ORGANISATION ENVIRONMENT

### Reporting Relationships

Supervisor:	Manager Operational Communications
Lateral:	Division 2 Fire Service Communications Controllers Operational Personnel

## ROLE OF EMERGENCY RESPONSE

The role of emergency response within the ESTA CAD area, is charged with the duty of coordinating and undertaking all necessary steps for the suppression of fire, and the protection of life, property and the environment within Metropolitan Victoria. As such the primary role of the FSCC is pivotal to ensure the organisation provide a timely and adequate response to all emergencies.

## COMMUNICATION

### Internal

Employer Operations  
Employer Departments

### External

Emergency Services Telecommunications Authority (ESTA)  
Alarm Monitoring Companies  
Security Monitoring Company relating to SMS for designated Fire Stations  
Mobile Data Service Providers  
Motorola or Radio Service provider

## QUALIFICATIONS AND EXPERIENCE

### Mandatory

- Knowledge of Communications Standard Operating Procedures, Standard Operating Procedures and operational firefighting practices.
- Experience and knowledge of software applications. eg. Microsoft Office
- Ability to work without direct supervision.
- High level written and oral skills including excellent report writing.
- Ability to critically analyse and report on complex multi-step work instructions.
- Strong investigative, analytical and problem solving skills.
- A strong background / understanding in the operation of radio and telephonic communications equipment.
- Ability to prioritise duties to meet objectives under strict timeliness
- Demonstrated methodical approach and attention to detail.

### Preferred

- Previous operational experience in a Fire Service.
- Extensive knowledge and experience in operational requirements for call taking, Brigade alert and dispatching in an emergency response Organisation.

- Possess strong knowledge of operational capabilities to ensure effective fire cover of operational resources is maintained at all times.
- Experience within a computer aided dispatching centre.
- Knowledge of FRV's CAD abilities and ESTA ICAD operations.
- An ability to gain an understanding of GIS, mapping and database principles.

## SPECIFIC ACCOUNTABILITIES

### Organising and Operating

- Ensure agency communications standard operating procedures are being adhered to.
- Provide specialist advice to the service provider's communications personnel on operational procedures.
- Handle queries from fire service operational staff on matters related to operational communication and procedures.
- Where necessary direct the response of additional resources or any other action deemed necessary for the communications management of the incident.
- Handle inquiries from and liaise with field staff on Fire Service operational communications and procedures.
- Liaise with and provide advice to ESTA Communications staff on Fire Service operations.
- Liaise with media in relation to fire and incidents and provide media releases in accordance with FRV's procedures.
- Notification to appropriate personnel of unusual or significant events which may impact on operations.
- Liaise directly with the ESTA Tally Ho Centre Manager as required to resolve minor operational issues associated with the CAD system. (issues to include: assignment rule problems, minor dispatching problems, incorrect vehicle assignment etc).
- Update the E.R.I.C file as amended information becomes available, then advise ESTA for inclusion into ESTA scratch pad.
- Participate in a team environment to identify, recommend and implement improved efficiencies and business practices.
- Monitor and report on EMR events in the Employer which require the assistance of a CIS officer.
- Attend as the need arises major incidents to ensure effective incident management of all communications needs.

### Reporting

Provide ongoing auditing of ESTA Tally Ho operations and report on any deficiencies.

- Identify and communicate non-compliance with CSOPS.
- Identify operational weaknesses in communications and recommend corrective action to maintain a high standard of efficiency of the fire service.
- Monitor compliance with CSOPs and report any deviations to the Manager Operational Communications.
- Monitor and report on operational performance of the system in relation to Fire Service call taking and dispatch.

- Provide regular reports to nominated personnel on operational problems and possible solutions to solve them.
- Conduct statistical analysis of the data generated by the CAD system and provide reports and information on the data as required.

#### Planning and Policy

- Provide input to ongoing planning and policy associated with the provision of the communications operations.
- Recommend procedural changes to improve the efficiency and effectiveness of communications.
- Make recommendations and draft additional CSOPs – (communications standard operating procedures) for the Manager Operational Communications' approval to ensure needs are being met.

#### Training

- In consultation with the service provider, liaise where required with on the job trainers.
- Assist where required & appropriate qualifications have been obtained, in the formulation of training for field staff.
- As the need arises undertakes relevant Fire Service courses to ensure a continued understanding of operational matters regarding fire suppression and extinguishment.

#### General

Undertake minor projects and special assignments as directed by the Manager Operational Communications. All projects and assignment will be undertaken off-shift unless it is deemed to be appropriate that the work is undertaken whilst on shift. In this instance all parties must be in agreement.

## SCHEDULE 21 - DIVISION 2 ACFO POSITION DESCRIPTION

The role of a Division 2 Assistant Chief Fire Officer is two fold;

Part A - Executive Manager of various FRV departments and projects and;

Part B - Senior Operational Emergency Management Executive.

### PART A - EXECUTIVE MANAGER ROLE OF ACFO

#### PRIMARY OBJECTIVES

- Work in accordance with FRV's Systems Conditions
- Commander skills utilised at the ACFO level
- Manage with a high level of authority, autonomy and accountability.
- Co-ordinate the management and development of activities within the various departments.
- Create an environment of forward thinking and a willingness to accept change and the achievement of excellence.
- Develop the skills and willingness of the various subordinates to accept higher accountability and authority;
- Develop and implement training, administration, fire safety and fire prevention strategies, practices and procedures;
- Introduce and achieve effective use of effective information technology;
- Create effective administrative and management practices and procedures;
- Manage a range of services and functions undertaken to ensure they are carried out in the most efficient and effective manner in accordance with FRV's policies and procedures.
- Provide expert advice for senior management and the Board on matters that effect the various departments relative to legislative change and facilitate responses to government policy makers and the community.
- Review and recommend changes to fire safety policies, procedures and practices
- Ensure the development of all legislation pertaining to Fire Safety and Emergency Management safety principles meets FRV's and Community Safety objectives.
- Provide policy direction and a consistent and coordinated approach to risk management to the Board, Government, emergency responders and wider community, to minimise death, injury and property loss caused by fire and other incidents.
- Integrate quality, risk and Occupational Health and Safety in all Employer's activities and projects.
- Ensure all FRV's services are accessible to all members of the community.
- Develop strategic alliances with local government, other emergency service organisations and the private sector to influence public attitude and behaviour on a range of injury prevention issues.
- Provide high quality information, advice to regulatory policy makers and legislative drafters.
- Assist in the development and mentoring of staff and other stakeholder agencies associated with Emergency Management issues.
- Plan and coordinate the budgeting, forecasting and financial scheduling requirements of the various departments.

#### ORGANISATIONAL / ENVIRONMENT

##### Reporting Relationships

**Supervisor:** Fire Rescue Commissioner/Director

**Lateral:** Other departmental Executive Managers.

**Subordinates:** Relevant Managers, Division 2 Commanders, Division 2 Senior Station Officers, Division 2 Station Officers and Administration Officers.

#### MAJOR FOCUS OF POSITION

The Major focus of the position is to:

- Work in accordance with FRV's Systems Conditions



- Provide leadership and expert advice to management and specialist departments to ensure appropriate service delivery, strategic planning and policy development occurs to fulfil the Employer's legislative obligations.
- Enable senior operational influence on organisational decision making.
- Increase coordination of inter-agency liaison activities necessary to achieve appropriate emergency management obligation within legislation and agency partnering arrangements.
- Provide expert advice and guidance to fire safety practitioners responsible for safety in buildings and in high hazard operations by ensuring compliance with relevant Legislation, Codes and Standards.
- Oversee and provide advice on technical matters relating to fire and incident safety and preparedness to ensure effective risk management/safety principles and legislation apply.
- Develop and implement major organisational initiatives and change
- Prepare, submit and manage the yearly budget for the various departments and multiple Cost Centres.
- Represent the Australasian Fire & Emergency Services Authorities Council (AFAC) and FRV on various national and state committees develop legislation, standards, codes and policy to promote national emergency service and Board policies and views.
- Provide advice to industry and other key stakeholders to achieve adequate provision of emergency and fire safety systems for the safety of occupants, firefighters, the community and environment.
- Represent the Employer as required on a range of management, planning and policy committees.

### **QUALIFICATIONS, SKILLS AND EXPERIENCE**

Possess formal management qualifications and extensive professional experience in a range of emergency service disciplines.

Possess management qualifications and extensive experience and achievement in leading, motivating, developing and counselling staff at a senior level within an organisation.

Possess substantial experience in leading and managing organisational innovation and change.

Possess and demonstrate a broad range of highly developed managerial and leadership competencies such as project management, community engagement and budgeting.

Detailed knowledge of Emergency Planning, Risk Management, Health and Safety, the Environment, and Fire Safety related issues such as governing acts as well as building and construction and the effects there on of fire and other emergencies.

### **PART B – SENIOR OPERATIONAL EMERGENCY RESPONSE ROLE OF ACFO**

The Division 2 ACFO plays an intrinsic part in FRV's operational emergency response role. The main operational objectives are to achieve life safety, property protection, continuation of business, and avoidance of major losses, diminution of public anxiety and preservation of the environment.

The emergency response role of Division 2 Assistant Chief Fire Officer takes precedence over the responsibility of an Executive Manager when an event of significant magnitude activates a response during normal working hours. The Division 2 ACFO shall, as required by the responsibility of a priority recall duty roster, be available for up to sixteen (16) times per year (or as agreed) in one week 24 hour/day blocks, to be available for FRV's business in addition to normal business and from time to time respond outside normal working hours to operational queries and fires or significant incidents as requested. This facilitates the protection of life, property and environment, incident management and the occupational health and safety of staff.

### **PRIMARY OBJECTIVES**

- Co-ordinate the management, development and skills maintenance of operational personnel.
- Commander skills utilised at the ACFO level
- Monitor, manage and participate in ongoing development of the competencies and knowledge requirements of a Division 2 Assistant Chief Fire Officer in the Employer.
- Display on an ongoing basis, appropriate leadership competencies, behaviours and attitudes across the organisation and in situations outside normal department responsibilities expected of an Executive Operational Fire Service Officer.
- Represent FRV as an Executive Operational Fire Service Officer both within Australia and overseas.

- Implement the requirements of the Emergency Management Act and the Emergency Management Act and other Acts with the delegation of the Fire Rescue Commissioner within the Metropolitan Fire District and other parts of Australia as tasked.
- Monitor and maintain an ongoing appreciation of all departments' responsibilities and corporate issues and have the competency to undertake at short notice, any of the positions currently occupied or capable of being occupied by an Officer of Assistant Chief Fire Officer rank.
- Provide a consistent and coordinated approach to risk management for the benefit of emergency responders and the wider community to minimise death, injury and property loss from fire and other incidents.
- Assist in the development, mentoring and skill maintenance of operational fire services staff.

## **ORGANISATIONAL / ENVIRONMENT**

### **Reporting Relationships**

**Supervisor:** Superior Ranks – Fire Rescue Commissioner and Deputy Fire Rescue Commissioners.

**Lateral:** Assistant Chief Fire Officers

**Subordinates:** Commanders, Senior Station Officers, Station Officers and Fire Fighting Staff.

### **MAJOR FOCUS OF POSITION**

- Respond to, and take charge of major fires and incidents in accordance with the Emergency Management Act and other Acts as required.
- Administer the requirements of the Fire Rescue Victoria Act 1958 (Vic) commensurate with the rank of Assistant Chief Fire Officer.
- Administer the requirements of delegations of the Fire Rescue Commissioner as prescribed.
- The major focus of the position is to provide leadership, command and control and logistics management to ensure appropriate service delivery at fires and incidents, to fulfil FRV's obligations under the Fire Rescue Victoria Act 1958 (Vic).
- The major activity of the position is the development and application of fire fighting strategy and tactics as the Incident Controller, or member of an Incident or Emergency Management Team, the coordination and deployment of resources and inter-agency liaison activities.
- The position oversees and advises on health and safety and, technical matters relating to fire and incident safety to ensure current and effective risk management and safety principles are applied in accordance with the OH&S Act.
- The incumbent assists in the promotion and marketing of emergency response activities, direct reporting to government officials, including media relations as required.
- Monitor and implement critical incident stress management for all staff.

### **QUALIFICATIONS, SKILLS AND EXPERIENCE**

Possess the relevant knowledge, skill and application and senior operational experience to assume the rank of Assistant Chief Fire Officer.

Mandatory Fire Prevention and Operational Fire-fighting competencies in accordance with all Levels 1 through to Level 6 of the Australian Fire Competency standards and all levels of the Public Safety Fire Qualifications from Certificate Two to Advanced Diploma (or equivalent) (refer UFU / Employer agreed Training Framework).

Possess formal fire science qualifications supported by extensive professional experience in a range of emergency response disciplines.

Possess management qualifications and/or extensive experience and achievement in leading, motivating, developing and counselling staff at an executive level within an organisation.

Possess and demonstrate a broad range of highly developed managerial and leadership competencies with particular emphasis on practical application of emergency response command, control and coordination activities.

Detailed knowledge of Emergency Planning, Risk Management, Health, Environment, Fire Safety and other emergency related issues.

## **SCHEDULE 22 - DIVISION 2 ACFO - RECOGNITION OF OPERATIONAL FUNCTIONS**

### **Key Performance Indicators**

The parties agree that the role of the Division 2 ACFO (or any equivalent classification that is developed by FRV as a result of the organisation realignment program) is an important executive management position within the organisation essential to FRV meeting its statutory obligations. As such there is an expectation that ACFO (or any equivalent classification) will achieve the following requirements as specified as Key Performance Indicators.

In the event that the employee cannot demonstrate compliance with Key Performance Indicators and/or there is evidentiary material on non-compliance then there will be discussions between the immediate supervisor and the employee concerned.

To ensure fairness and equitable treatment such discussions must be based on evidentiary material which may be tested in the event that the employee does not agree that they have not met such Key Performance Indicators.

### **Operational Duties**

- Availability for rostered recall
- Undertaking recall duties when rostered
- Participation in emergency recall activities
- Skills maintenance
- Demonstration of Incident Management Competence
- Expert operational advice and/or operational activities as directed by the Fire Rescue Commissioner.

### **Operational Staff Development**

- Conduct at least four visits per assessment period to Operational Staff worksites (outside the ACFO's normal work location) or conduct a staff development seminar to build trust, foster communication or build capacity.

### **Workplace Health and Safety**

- Conduct at least one seminar/familiarisation session per annum with Operational Staff concerning the Health Screening program and/or;
- Develop a targeted strategy to assist in reducing workplace injury.

### **Development of Corporate Leadership**

- Mentor two subordinates per annum to expand their career opportunities, optimally aligned with succession plan projections for FRV.
- Maintain a register describing at least four activities per annum which have developed and/or demonstrated leadership skills.

## SCHEDULE 23 - DIVISION 2 EMPLOYEE CLASSIFICATION DESCRIPTIONS -

Classification descriptions are as follows:

### Division 2 Recruit to Division 2 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 Division 2 Recruit to Division 2 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 FRV's Safe Systems

At the recruit classification duties include: undertaking the recruit training course

At the Division 2 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 Division 2 Firefighter Level 1 classification employees work with a crew of 3 qualified firefighters and a Station Officer. At this level the employee does not participate in EMR work on patients, does not drive to fire calls, does not operate a pump in emergency conditions and generally is located at SSO stations.

At the Division 2 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 Division 2 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 Division 2 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

### **Division 2 Leading Firefighter**

Employees undertaking Division 2 Leading Firefighter work report to Division 2 Station Officers and Division 2 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 Division 2 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: Transporter, BA Support, District Car, UAV Fireboats 1 & 2 and the Rehab Unit.
- Work in accordance with FRV's Safe Systems

At the Division 2 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 assistant instructing duties (assistant instructor duties)
- When applicable fire simulator operation duties
- When applicable CCEO duties

### **Division 2 Station Officer**

Employees undertaking Division 2 Station Officer work report to Division 2 Senior Station Officers and apply knowledge and skills to demonstrate autonomy, judgement and limited responsibility in known or changing contexts and within established parameters.

Within the Division 2 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 FRV's Safe Systems

At the Division 2 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 (professional instructor duties)
- When applicable CCEO duties

### **Division 2 Senior Station Officer**

Employees undertaking Division 2 Senior Station Officer work report to Division 2 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 Division 2 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 Division 2 Station Officers. Be in command and control of primary appliances at designated stations  
Work in accordance with Employer Safe Systems

At the Division 2 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 senior instructing duties (senior professional instructor duties)

### **Division 2 FSCC**

The Division 2 FSCC classification description is the classification description included at SCHEDULE 20 -.

### **Division 2 Commander**

The Division 2 Commander classification is the classification description included at SCHEDULE 18 -.

### **Division 2 ACFO**

The Division 2 ACFO classification is the classification description included at SCHEDULE 21 - and the operational functions at SCHEDULE 22 -.

**SCHEDULE 24 - GARS -**

ALARM / TYPE	1 <sup>st</sup> ALARM	2 <sup>nd</sup> ALARM	3 <sup>rd</sup> ALARM	4 <sup>th</sup> ALARM	5 <sup>th</sup> ALARM
<b>STRUCTURE FIRE</b>	2 Primary appliances plus 1 Primary appliance with BA Stage 1 engaged	5 Primary appliances 1 Teleboom 1 Rescue Unit 1 SA Support 1 Rehab Unit 1 Commander	9 Primary appliances 1 Teleboom 1 Rescue Unit 1 Ladder Platform 1 BA Unit 1 Control Unit 1 Rehab Unit 1 Flexible Habitat Pod (DEBRIS & Rehab) 4 Commanders 1 ACFO	12 Primary appliances 1 Teleboom 1 Rescue Unit 2 Ladder Platforms 1 BA Unit 1 Control Unit 1 Ultra Large 1 Hose Layer Pod 1 Rehab Unit 1 Flexible Habitat Pod (DEBRIS & Rehab) 1 Hazmat Unit 1 RPAS 4 Commanders 1 DCC manager 1 ACFO 1 ACFO location at discretion of SAC 1 Scientific Advisor BMS FIA	17 Primary appliances 1 Teleboom 1 Rescue Unit 3 Ladder Platforms 1 BA Unit 1 Control Unit 1 Ultra Large 1 Hose Layer Pod 1 Rehab Unit 1 Flexible Habitat Pod (DEBRIS & Rehab) 1 Hazmat Unit 1 RPAS 4 Commanders 1 DCC manager 2 ACFO's 1 ACFO location at discretion of SAC 1 DCO 1 Scientific Advisor BMS FIA
<b>NON STRUCTURE FIRE</b>	2 Primary appliances	4 Primary appliances 2 RT / WT 2 Commanders	6 Primary appliances 3 PT / WT 1 Control Unit 1 Rehab Unit 3 Commanders 1 ACFO	8 Primary appliances 4 PT / WT 1 Control Unit 1 Rehab Unit 4 Commanders 1 DCC manager 1 ACFO	10 Primary appliances 5 PT / WT 1 Control Unit 1 Rehab Unit 4 Commanders 1 DCC manager 1 ACFO 1 ACFO location at discretion of SAC 1 DCO
<b>Rubbish/Recycling Tip Fire additional to the above</b>			1 Scientific Advisor 1 Hazmat Unit 1 BA Unit	1 Scientific Advisor 1 Hazmat Unit 1 BA Unit BMS	1 Scientific Advisor 1 Hazmat Unit 1 BA Unit BMS
<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>This matrix does not prevent an Incident Controller requesting specific items/appliances/personnel should they be required.</li> <li>A Senior Station Officer is to be responded to all second alarm and above response incidents.</li> <li>All subsequent (above 5th) alarms will be made up at the rate of 4 primary appliances for structure and non-structure fires, 2 primary appliances for all other event types.</li> <li>Six appliance response to exchange calls for structure fire in the CBD.</li> <li>Three appliance response to aux calls in CBD (rescue to full sprinkler calls).</li> </ol>					
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<b>HAZMAT</b>	2 Primary appliances 1 (Primary appliance for Petrol workover)	3 Primary appliances 1 Primary No.38 air 1 BA Unit 1 Hazmat Unit 1 Control Unit 1 Rehab Unit 2 Commanders 1 Scientific Advisor	5 Primary appliances 1 Primary No.38 air 1 BA Unit 1 Rescue Unit 1 Control Unit 1 Rehab Unit 1 RPAS 2 Commanders 1 ACHO 1 Scientific Advisor	7 Primary appliances 1 Primary No.38 air 1 BA Unit 1 Hazmat Unit 1 Hazmat Support Pod 1 Control Unit 1 Rescue Unit 1 Rehab Unit 1 RPAS 2 Commanders 1 DCC manager 1 ACFD 1 ACFD location at discretion of SAC 1 Scientific Advisor BMS	9 Primary appliances 1 Primary No.38 air 1 BA Unit 1 Hazmat Unit 1 Hazmat Support Pod 1 Control Unit 1 Rescue Unit 1 Rehab Unit 1 RPAS 2 Commanders 1 DCC manager 1 ACFD 1 ACFD location at discretion of SAC 1 DCC 1 Scientific Advisor BMS	
<b>EMR / MASS CASUALTY</b>	1 Primary appliance	3 Primary appliances 2 Commanders	4 Primary appliances 1 Control Unit 2 Commanders 1 ACFD	4 Primary appliances 1 Control Unit 2 Commanders 1 ACFD	12 Primary appliances 1 Control Unit 4 Commanders 2 ACFD's 1 DCC	
<b>HEAVY RESCUE SALVAGE</b>	1 Primary appliance 1 Rescue Unit	3 Primary appliances 1 Rescue Unit 1 Heavy Rescue Pod	5 Primary appliances 2 Rescue Units 1 Heavy Rescue Pod	9 Primary appliances 2 Rescue Units 1 Heavy Rescue Pod	12 Primary appliances 3 Rescue Units 1 Heavy Rescue Pod	
<b>TECHNICAL RESCUE</b>	<b>USAR</b>	1 Primary appliance 2 Primary (with 4 USAR operators) 1 Rescue Unit 1 Heavy Rescue Pod	4 Primary appliances 8 USAR operators 1 Rescue Unit 1 Heavy Rescue Pod 1 USAR Pod	6 Primary appliances 10 USAR operators 1 Rescue Unit 1 Heavy Rescue Pod 1 USAR Pod 1 Timber Pod	9 Primary appliances 18 USAR operators 2 Rescue Units 1 Heavy Rescue Pod 1 USAR Pod 1 Timber Pod	12 Primary appliances 22 USAR operators 2 Rescue Units 1 Heavy Rescue Pod 1 USAR Pod 1 Timber Pod
	<b>TRENCH RESCUE</b>	1 Primary appliance 2 Primary (with 4 USAR operators) 1 Rescue Unit 1 Heavy Rescue Pod	4 Primary appliances 8 USAR operators 1 Rescue Unit 1 Heavy Rescue Pod	6 Primary appliances 10 USAR operators 1 Rescue Unit 1 Heavy Rescue Pod 1 Timber Pod	8 Primary appliances 14 USAR operators 2 Rescue Units 1 Heavy Rescue Pod 1 Timber Pod	10 Primary appliances 18 USAR operators 2 Rescue Units 1 Heavy Rescue Pod 1 Timber Pod
	<b>HART / CONFINED SPACE</b>	1 Primary appliance 2 Primary (with 4 HART operators) 1 Rescue Unit 1 HART Pod	4 Primary appliances 6 HART operators 1 Rescue Unit 1 HART Pod	6 Primary appliances 10 HART operators 1 Rescue Unit 1 HART Pod	8 Primary appliances 14 HART operators 1 Rescue Unit 1 HART Pod	10 Primary appliances 18 HART operators 1 Rescue Unit 1 HART Pod
<b>Note: Command staff called will be responded with the appliances specified for the type of technical rescue</b>	1 Commander Incor Heavy Rescue (Tallgate)	2 Commanders	1 Control Unit 1 Rehab Unit 2 Commanders 1 ACHO	1 Control Unit 1 Rehab Unit 2 Commanders 1 DCC manager 2 ACFD's	1 Control Unit 1 Rehab Unit 1 RPAS 2 Commanders 1 DCC manager 2 ACFD's 1 DCC	



## SCHEDULE 25 - RECEP TRANSITIONING TO RECEO

Note: The Employer has moved towards changing RECEP to RECEO. The agreed document will replace the document below.

### RECEP

Prior to commencing any firefighting operations, you must understand and act on the following:

Size up and estimate of the situation (refer Ch. 8 - Evaluation)

- Rescue
- Exposure
- Confinement
- Extinguishment
- Fire Duty

Everyone knows it, and everyone has read it. Every emergency you attend should be tackled with these rules, which will ensure a safe conclusion.

### Rescue

After the safety of your firefighters, your next priority is that of the occupants. So what if you save a life and the building burns down. If lives are at risk, all efforts must be directed towards protecting and preserving life. Rescue operations are the most difficult and potentially confusing of all fireground activities. They require fast, effective decisions from the person in charge, and strong confident action from the rescue crew.

Rescue does not always refer to the obvious. It is not just the person screaming and waving frantically from the balcony; it might be the person who has fallen from the balcony, into the bushes and is unconscious. It might not be the person badly trapped in one vehicle, but the elderly occupant of the other, who looks fine but may be suffering a heart attack. In the heat of the moment, we might overlook them injured and concentrate on the loudest. So, how do we know who is in to first?

Fire victims fall into three categories:

#### 1. Casualties outside the fire building

Usually conscious and able people who have saved themselves. They should be moved to an assembly area, to account for all inhabitants of the affected building.

#### 2. Casualties trying to exit the fire building

These people may have had difficulty in saving themselves, and are usually in some state of panic, disorientation or injury. Their position is precarious and therefore they require immediate attention.

### 3. Casualties still inside the fire building

This group may be unaware, trapped, overcome or somehow unable to save themselves. They are quite often unknown or unaccounted for. Their location within the building may be assumed, but not known definitely until a search is completed.

While accounting for casualties in categories 1 and 2, if resources permit, you will be attempting to locate and rescue those in category 3. The search takes place in two ways:

- *Primary Search* – a rapid search of all involved and exposed areas affected by fire, which can be entered, to verify the removal and safety of all occupants
- *Secondary Search* – a thorough search of the interior area, after initial fire control, ventilation, and interior lighting are completed

Following the primary search, the rescue priority order is:

- the most severely threatened
- the largest numbers of people
- the remaining fire area
- the exposed areas

Rescue operations require fast, effective decisions by the Officer. Throughout size up and rescue, life safety is the number one priority.

## Exposures

Assuming there are sufficient resources to handle those rescued, your attention now shifts towards minimizing the potential damage to other areas. Exposures are any adjoining structures or properties not directly involved in a fire, but which are at risk of being damaged or burnt if a fire is not contained.

In the case of a fire, it might be the building next door, the gas cylinders in the workshop, stopping the spread of fire to the roof space, stopping the spread of fire through conduction, convection and radiation.

In the case of a chemical incident, it may be damming up drains, floating barriers on the surface of rivers, fog sprays to disperse a gas cloud or moving one chemical away from another.

## Containment

Containment includes the operations used to prevent a fire spreading to uninvolved parts of the structure. Actions that you can take include:

- *Recognizing potential areas of spread and taking action to deal with them:*
  - *containing fire breaks*
  - *preventing fuel*
  - *extinguishing the fire*
- *Using cooling jet streams and sprays, such as water curtains, to protect other parts of the structure from being involved in the fire.*

## Extinguishment

Extinguishment involves putting out the fire. Some factors to be considered in the extinguishment of the fire are:

- **Type of fuel involved** – this will determine the type of extinguishing medium to be used.
- **The quantity of fuel involved** – this will determine the quantity of extinguishing medium needed and the resources required to apply it.
- **The physical arrangement of the fuel** – this will determine how the extinguishing medium is applied.
- **Location of fire and availability of equipment** – this will determine how quickly fire suppression can be commenced.
- **The environment** – consideration of whether the area is residential, industrial or commercial.
- **Access** – this will determine how much equipment can be taken into the fire area.
- **Quantity, quality and availability** - of the required extinguishing medium.

There are two strategies to employ when extinguishing the fire:

## Offensive

An offensive strategy is when fire conditions allow you to conduct a direct attack. It is an aggressive approach to firefighting. In this situation, firefighters enter the structure or perimeter of the fire area with charged hose lines to locate and extinguish or control the fire.

If it is decided that the offensive strategy is not achieving the required outcomes or circumstances change, you may be given further directions to achieve the objective or withdraw. After withdrawal, a defensive strategy will commence.

## Defensive

In a defensive strategy, fire streams may be placed between the fire and exposures, to prevent the spread of fire. It may mean operating exterior streams around a large or inaccessible fire that is burning itself out. During defensive firefighting operations, firefighters and crews do not normally enter the burning structure.

## Fire Duty

Fire duty is a crucial stage. Often, it might be assumed the fire is out, when in fact it still smolders in the wall cavity or ceiling space.

Checking for fire extension in a building is time consuming. Firefighters can use rakes, ceiling hooks and shovels to turn debris over and spread it out. Ceiling hooks can open up ceiling and wall spaces to check for hidden hotspots.

At this stage, firefighters should be careful not to unnecessarily disturb or remove 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 the fire originated. Gently spraying water on burning materials, rather than blasting them with a 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.

## Ventilation and Salvage

Two other important stages of firefighting are Ventilation and Salvage. These are used at any stage during the fire, to improve firefighting conditions and prevent further damage.

## Ventilation

Ventilation is the replacement of smoke or contaminated air in the structure with fresh air. The purpose of ventilation is to:

- *prevent and reduce damage to the contents and structure from heat and smoke*
- *prevent the spread of fire by a build-up of heat*
- *eliminate or reduce the possibilities of flashover*
- *improve firefighting conditions by*
  - *increasing visibility in the structure*
  - *providing a non-toxic atmosphere in which to work without BA*
  - *reducing temperatures inside the structure*

There are two methods that may be used to ventilate a structure:

### Natural ventilation

Natural ventilation involves opening windows, doors, remove cladding or roofing and allowing fresh air to circulate the structure.

### Mechanical or pressurised ventilation

Mechanical or pressurised ventilation is a more complicated process. It is divided into two types, either negative or positive.

- *Negative pressure involves using a fan to draw smoke through the fan to the outside.*
- *Positive pressure pressurises the structure and forces the smoke out. Positive pressure ventilation (PPV) can be dangerous, therefore, each firefighter should have thorough training in this process prior to using positive pressure ventilation.*

## Salvage

Salvage includes the operations required to protect structures and contents from preventable damage, due to water, smoke, heat, steam, breakage, weather or theft.

Salvage operations are divided into two stages.

### Operations performed during the fire:

- *using the water effectively and efficiently*
- *replacing damaged or leaking hoses immediately*
- *minimising damage to the structure when entering*
- *moving contents from one room to another*

### Operations after the fire:

- *moving furniture and stock to safe places*
- *covering furniture, plant and machinery with salvage sheets or tarpaulins*
- *maintaining security after the event.*

## SCHEDULE 26 - 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

These exist to set 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 and 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 workplace 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 shock-wave
- **Toxic** - chemicals that damage or destroy body cells through inhalation, absorption or ingestion
- **Corrosive** — substances that destroy living tissue or cause chemical burns after exposure
- **Asphyxiant** - hazards that can deprive the body of oxygen
- **Radioactive** - sources that can have a genetic effect (changes to the future generations), as well as somatic effects (physical injury)
- **Etiological** – 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:

- *Protectives gloves – latex, kevlar, electrical gloves, granulated*
- *Clothing – overpants, 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, dusk masks*

## Fireground Safety

### Awareness of:

#### Structural weakness:

- *Leaning*
- *Cracking*
- *Twisting*
- *Flexing*
- *Groaning*
- *Leaking (smoke through walls)*

#### Structural failure:

- *Disappearing roof-mounted equipment*
- *Bricks landing on street*
- *Tilt 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, tally 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 access/exit 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 uniform*
- *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 in, the professional / career 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 tasks, whether you are the first Leading Firefighter on-scene, or the Chief Executive Officer.

# **SCHEDULES DIVISION 3 –DIVISION 3**

**SCHEDULE 27 - DIVISION 3 COMMANDER/ACFO/MCS/INSTRUCTOR STAFFING CHARTS**

Location	South West Region		West Region	North West Region	North East Region	South East Region	TOTALS
	District 5	District 7	District 15	District 14	District 13	District 8	
Manager Community Safety	1	1	1	1	1	1	6













## SCHEDULE 28 - DISTRICT-BASED RELIEVERS

### 1. Background

- 1.1 Division 3 District Based Relievers are employees of FRV whose role is as additional firefighting staff. Division 3 District Based Relievers perform a dual role in providing operational relief and capability.
- 1.2 A Division 3 District Based Reliever is appointed to one station and primarily allocated to a platoon at that station. Division 3 District Based Relievers are often rostered at other stations within their home and abutting Districts to provide coverage.
- 1.3 The parties intend to preserve the geographical range within which a Division 3 District Based Relievers provide coverage as existed within the CFA prior to 1 July 2020, notwithstanding the different Districts/Regions of FRV. As such Division 3 District Based Relievers will provide relief to professional / career fire stations in locations based on the Districts as they existed on 30 June 2020, namely:
- (a) the District within which the employee's appointed station is located or an abutting District, as required; and
  - (b) elsewhere by agreement.

### 2. Rank

- 2.1 The operational staffing requirements state-wide provide for the most suitable classification of Division 3 District Based Relievers to be Station Officer (Reliever) and Senior Station Officer (Reliever).

### 3. Allocation

- 3.1 Two Division 3 District Based Relievers will be based at each of the following fire stations:

STATION	RANK
Mildura	Senior Station Officer Reliever
Warrnambool	Senior Station Officer Reliever
Morwell	Senior Station Officer Reliever
Wangaratta	Senior Station Officer Reliever
Ballarat City	Senior Station Officer Reliever
Shepparton	Senior Station Officer Reliever
Bendigo	Senior Station Officer Reliever
Traralgon	Senior Station Officer Reliever
Wodonga	Senior Station Officer Reliever

- 3.2 Where the appointment of any additional relievers including but not limited to Division 3 District Based Relievers affects the current relief arrangements at professional / career fire stations or the arrangements under which current relievers are working, consultation under clause 18 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.
- 3.3 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 18 and only occur by agreement between the parties.

### 4. Rostering principles

- 4.1 Apart from when relief is being provided for employees not subject to the 10/14 roster, or as provided elsewhere in this Agreement, the Division 3 District Based Relievers will work on the 10/14 roster.

- 4.2 Division 3 District Based Relievers shall only provide relief at their rank, or if agreed at a higher rank.
- 4.3 Division 3 District Based Relievers will only provide relief to core positions on station unless by agreement with FRV, UFU and the employee concerned, on a case by case basis.
- 4.4 A Division 3 District Based Reliever shall be entitled to at least 48 hours' notice of a change of rostered shift (including station and/or platoon). If less than 48 hours' notice is provided, the reliever may agree to or refuse the change. This does not prohibit the movement of relievers during their ordinary rostered hours, provided their start and end shift time and location does not change.
- 4.5 If there is a change to rostering that will impact scheduled relief arrangements FRV will consult with the affected reliever as soon as that change becomes known, regarding alternative relieving duties and location. FRV will ensure alternative arrangements do not unreasonably disadvantage the reliever.
- 4.6 Division 3 District based relievers will be allocated to a platoon, however relief across other platoons may be unavoidable.
- 4.7 Platoon allocation will be determined in consultation with Officer in Charge and Operations Manager HR Planning. Once determined, platoon allocation must not be departed from unless by agreement with listed personnel and the District Based Reliever considered.
- 4.8 Division 3 District Based Relievers will have a rostered leave cycle allocated upon appointment and the allocation must not be departed from regardless of which vacancy is being relieved. Changes to allocated leave cycle can only occur subject to agreement with the reliever concerned, the Officer in Charge of the appointed station, ACFO HR Planning and UFU.
- 4.9 FRV will use all best endeavours to ensure that district based relievers relieve across 1 platoon. 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.

## **5. Other matters**

- 5.1 Division 3 District based relievers will be provided agreed equipment in addition to that provided to other operational staff. The equipment will be agreed via consultation.
- 5.2 All Officer level Division 3 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 FRV.

**SCHEDULE 29 - ALLOWANCES, PERSONAL EXPENSES AND ACCOMMODATION [QUANTUMS NOT YET AGREED]**

Clause 199 of Division 3 applies to the rates set out below and any other allowance not included in SCHEDULE 29 -. Not all allowance rates are described in SCHEDULE 29 -.

**ALLOWANCES FOR EMPLOYEES COVERED BY PART A OF DIVISION 3**

Allowance	Rate
Fitness Leader Allowance	\$31.80 per week
Permanent relocation allowance rate	\$1,932.94 for each instance as described in the clause
Relieving Allowance	\$40.37
Availability Allowance	5.5% of salary
<b>Qualification Allowances</b>	
Commander Qualifications Allowance	5 relativity points of QFF rate
Difficult to fill location allowance	10% superable allowance per annum or part thereof
<b>Qualifications Allowances</b>	
IFE Graduate Certificate or a Certificate of Fire Technology	\$21.80 per week
IFE Graduate Certificate and Certificate of Fire Technology	\$33.23 per week
IFE Membership and Graduate Certificate	\$41.10 per week
Certificate IV in Workplace Training and Assessment	\$21.80 per week
<b>General PART A allowances continued</b>	
Reliever Work Allowance	\$66.14 per week

**ALLOWANCES FOR EMPLOYEES COVERED BY PART B - AND PART C - OF DIVISION 3**

Allowance	Rate
EMR Allowance	\$3.05/hour
Road Accident Rescue (RAR) Allowance	\$15.74 per week
Higher Duties Allowance	10% of substantive salary for that period
CBR Allowance	2% of salary shall be paid to all employees
CBR Allowance	\$31.80 per week
<b>Instructors Allowances</b>	
Facility Allowance	\$40.37 per shift
Qualification Allowance	\$33.58 per week
State Wide Training Allowance	\$40.37 per shift

Relieving Allowance	\$40.37 per shift
Division 3 Command and Control Qualification Allowance	5% of ACFO 4

**ALLOWANCES FOR EMPLOYEES COVERED BY PART D - OF DIVISION 3**

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
Forklift Allowance	\$10 per week

**ALLOWANCES FOR FSCCS COVERED BY OF THE AGREEMENT**

Allowance	Rate
FSCC Special Duties Allowance	10% of salary for the duration of the duty
Higher Duties	10%
Delayed or interrupted meal allowance	\$23.59

FRV  
and  
UNITED FIREFIGHTERS' UNION  
OF AUSTRALIA  
(VICTORIAN BRANCH)  
  
PERSONAL EXPENSES  
AND  
ACCOMMODATION  
AGREEMENT  
FOR DIVISION 3 EMPLOYEES

**1. ARRANGEMENT**

Clause

No

- |    |                                 |
|----|---------------------------------|
| 1  | Arrangement                     |
| 2  | General Principles              |
| 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 this Agreement, when required to work away from their normal work location as authorised by the [Employer].
- 2.2 The FRV 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.

**Employer** is the FRV.

**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 Employer 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

**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 Employer 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 Employer, 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 Employer.

## **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 to 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	\$32.61	\$25.90	\$32.61	\$23.20	\$29.21
Lunch	\$29.15	\$36.70	\$29.15	\$36.70	\$26.50	\$33.36
Dinner	\$49.65	\$62.51	\$49.65	\$62.51	\$45.70	\$57.54
Incidentals	\$18.75	\$23.61	\$18.75	\$23.61	\$18.75	\$23.61

**Part Day Absence:**

Expense	Melbourne CBD and Metropolitan Area	Bright, Castlemaine, Wonthaggi	All Other Victorian Locations
Breakfast	\$32.61	\$32.61	\$29.21
Lunch	\$36.70	\$36.70	\$33.36
Dinner	\$62.51	\$62.51	\$57.54

**Accommodation:**

Location	Standard Allowance
Melbourne CBD and Metropolitan Area	\$217.81
Bright	\$191.37
Castlemaine	\$176.26
Wonthaggi	\$173.74
Colac	\$172.74
Ararat, Bairnsdale, Ballarat, Benalla, Bendigo, Echuca, Geelong, Hamilton, Horsham, Mildura, Portland, Sale, Seymour, Shepparton, Swan Hill, Wangaratta, Warrnambool	\$166.19
Other Victorian Country Centres	\$138.49

**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	
	<b>Standard Allowance</b>		<b>Standard Allowance</b>		<b>Standard Allowance</b>	
Breakfast	\$28.20	<b>\$35.50</b>	\$28.20	<b>\$35.50</b>	\$25.90	<b>\$32.61</b>
Lunch	\$39.90	<b>\$50.23</b>	\$39.90	<b>\$50.23</b>	\$26.50	<b>\$33.36</b>
Dinner	\$55.90	<b>\$70.38</b>	\$55.90	<b>\$70.38</b>	\$51.60	<b>\$64.96</b>
Incidentals	\$26.80	<b>\$33.74</b>	\$26.80	<b>\$33.74</b>	\$26.80	<b>\$33.74</b>

**Part Day Absence:**

Expense	Melbourne CBD and Metropolitan Area	Bright, Castlemaine, Wonthaggi	All Other Victorian Locations
Breakfast	<b>\$35.50</b>	<b>\$35.50</b>	<b>\$32.61</b>
Lunch	<b>\$50.23</b>	<b>\$50.23</b>	<b>\$33.36</b>
Dinner	<b>\$70.38</b>	<b>\$70.38</b>	<b>\$64.96</b>

**Accommodation:**

Location	Standard Allowance
Melbourne CBD and Metropolitan Area	<b>\$287.05</b>
Bright	<b>\$191.37</b>
Castlemaine	<b>\$176.26</b>
Wonthaggi	<b>\$173.74</b>
Colac	<b>\$173.74</b>
Ararat, Bairnsdale, Ballarat, Benalla, Bendigo, Echuca, Geelong, Hamilton, Horsham, Mildura, Portland, Sale, Seymour, Shepparton, Swan Hill, Wangaratta, Warrnambool	<b>\$166.19</b>
Other Victorian Country Centres	<b>\$159.89</b>

**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	
	<b>Standard Allowance</b>		<b>Standard Allowance</b>		<b>Standard Allowance</b>	
Breakfast	\$33.25	<b>\$41.86</b>	\$33.25	<b>\$41.86</b>	\$33.25	<b>\$41.86</b>
Lunch	\$47.00	<b>\$59.17</b>	\$47.00	<b>\$59.17</b>	\$47.00	<b>\$59.17</b>
Dinner	\$65.95	<b>\$83.03</b>	\$65.95	<b>\$83.03</b>	\$65.95	<b>\$83.03</b>
Incidentals	\$26.80	<b>\$33.74</b>	\$26.80	<b>\$33.74</b>	\$26.80	<b>\$33.74</b>

**Part Day Absence:**

<b>Expense</b>	<b>Melbourne CBD and Metropolitan Area</b>	<b>Bright, Castlemaine, Wonthaggi</b>	<b>All Other Victorian Locations</b>
<b>Breakfast</b>	<b>\$41.86</b>	<b>\$41.86</b>	<b>\$41.86</b>
<b>Lunch</b>	<b>\$59.17</b>	<b>\$59.17</b>	<b>\$59.17</b>
<b>Dinner</b>	<b>\$83.03</b>	<b>\$83.03</b>	<b>\$83.03</b>

**Accommodation:**

<b>Location</b>	<b>Standard Allowance</b>
<b>Melbourne CBD and Metropolitan Area</b>	<b>\$333.64</b>
<b>Bright</b>	<b>\$245.51</b>
<b>Castlemaine</b>	<b>\$245.51</b>
<b>Wonthaggi</b>	<b>\$245.51</b>
<b>Colac</b>	<b>\$245.51</b>
<b>Ararat, Bairnsdale, Ballarat, Benalla, Bendigo, Echuca, Geelong, Hamilton, Horsham, Mildura, Portland, Sale, Seymour, Shepparton, Swan Hill, Wangaratta, Warrnambool</b>	<b>\$245.51</b>
<b>Other Victorian Country Centres</b>	<b>\$245.51</b>

## **SCHEDULE 30 - STATEMENT ON OPERATIONAL TRAINING AND ASSESSMENT**

### **STATEMENT ON OPERATIONAL TRAINING AND ASSESSMENT**

#### **OBJECTIVES**

- All operational training must equip Division 3 Professional /Career Firefighters and Division 3 Station Officers with the competencies, knowledge and skills necessary to operate on the fireground in a competent and safe manner.
- No Division 3 Professional / career firefighter 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 FRV.

#### **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**

FRV through the Fire Rescue Commissioner has statutory responsibility for Operational Training and Assessment for Division 3 career Firefighters and Officers.

All training and assessment undertaken will be monitored by the Fire Rescue Commissioner through established procedures.

**SCHEDULE 31 - DIVISION 3 TRAINING MODULE DELIVERY BY PROFESSIONAL INSTRUCTORS**

**TRAINING MODULE DELIVERY BY CAREER INSTRUCTORS**

MODULE AFC 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	✓	✓	
1.09	Map Reading 1	✓	✓	Minimum skills module
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)		✓	
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 AFC 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		✓	
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

MODULE AFC LEVEL 2		Wildfire Instructor	Structural Instructor	COMMENTS
2.33	Map Reading 2	✓	✓	
2.34	Aviation Fire Suppression 1			Subject matter expert

MODULE AFC 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
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 AFC 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

MODULE AFC LEVEL 4		Wildfire Instructor	Structural Instructor	COMMENTS
4.04	Incident Control System - AllMS	✓	✓	
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
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 AFC 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

MODULE AFC LEVEL 5		Wildfire Instructor	Structural Instructor	COMMENTS
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
5.13	Occupational Health & Safety Management			Subject matter expert
5.14	Management of Workplace Assessment			Subject matter expert

MODULE AFC 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 units/elements to be instructed by personnel who have the appropriate competency and **proficiency** in the specific course of instruction.

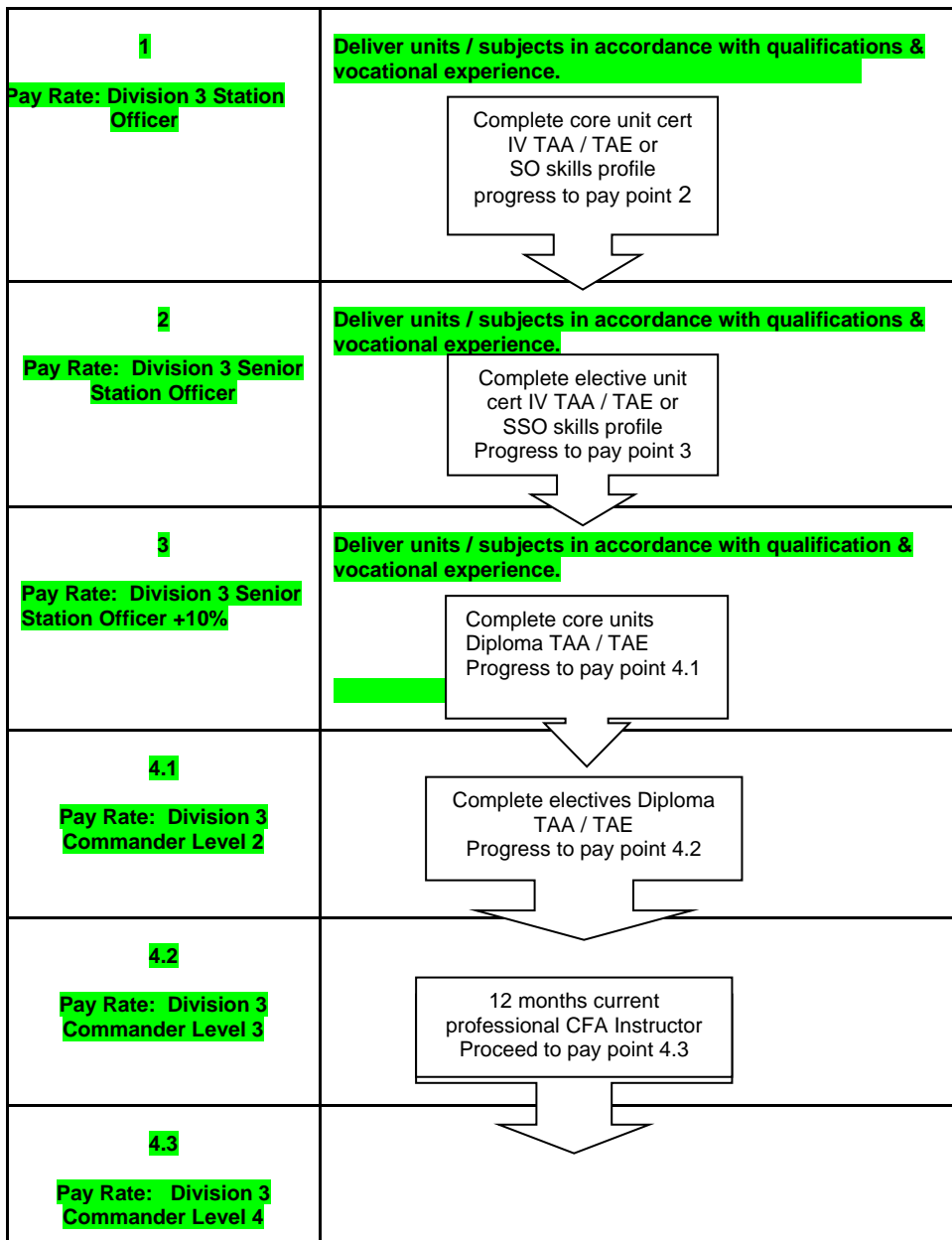
**NOTE:**

1. Structural professional instructors who were Division 3 firefighters or officers can train and assess within the wildfire stream without restriction according to their level of competency and experience.

DIVISION 3 UNITS		Wildfire Instructor	Structural Instructor	COMMENTS
	Maintain Safety at an Incident	✓	✓	
	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 32 - INSTRUCTOR CAREER AND PROGRESSION PATHWAY



Division 3 Senior Instructor pay rate is **Division 3 Commander Level 4.**

SCHEDULE 32 - will apply to all Instructors in addition to any specific provisions which apply in clause 160.11.



### **SCHEDULE 33 - OPERATIONAL RECALL**

Operational Recall occurs in the following circumstances, except when the employee is the Division 3 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 fire stations that are responsible for Division 3 employees.

**SCHEDULE 34 - ARRANGEMENTS FOR RELIEF FOR CO/ACFO  
POSITIONS SECONDED TO CFA**

<b>GROUP A</b>	<b>GROUP B</b>	<b>GROUP C</b>
Division 3 Commander- State Aircraft Unit	Division 3 ACFO - Training Delivery	Division 3 Commander - Reliever
Division 3 ACFO - CAD Operations	Division 3 Commander - State Driving Coordinator	
Division 3 ACFO - Wildfire Policy & Planning	Division 3 Commander/ACFO - OH&S	
Division 3 ACFO - HQ Operations	Division 3 ACFO – Learning and Development	
Division 3 ACFO - BEST Project		
Division 3 ACFO -Structural Fire Planning		
Division 3 ACFO (Regional Commander)		

**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 Division 3 Commanders and Division 3 ACFOs 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 Fire Rescue Commissioner may require variation to the total number of employees taking leave at any one time. The Fire Rescue Commissioner also needs to be satisfied that the number of available Division 3 Commanders and ACFOs 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 18 - Consultation. However, in further developing the methodology of relief, it will not be used as a basis for not providing relief.
- All Division 3 personnel who are seconded to the CFA, appointed to CFA Headquarters and hold state responsibilities, are to receive the remuneration and conditions in accordance with agreement between the parties in accordance with clause 18 - Consultation. By way of guidance, these would be conditions applicable to Commander or ACFO classification.

## SCHEDULE 35 - DIVISION 3 CLASSIFICATION DESCRIPTIONS

Classification descriptions are as follows:

### Division 3 Recruit to Division 3 Senior Firefighter Classifications

Employees undertaking Division 3 Recruit to Division 3 Senior Firefighter work report to Division 3 Leading Firefighters or Division 3 Station Officers and apply knowledge and skills to demonstrate autonomy and limited judgement in structured and stable contexts and within narrow parameters

Within the Division 3 Recruit to Division 3 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 FRV's 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 with 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 relationships 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 Division 3 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 Division 3 Firefighter Level 1 classification employees work with a crew of 3 qualified firefighters (including at least 1 Division 3 Leading Firefighter) and a Division 3 Station Officer. At this level the employee does not participate in EMR work on patients.

At the Division 3 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 Division 3 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 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 FRV's Safe Systems

Provide competent response capability and supervision of emergency situations in line with the Chief Officer's Standing Orders.

Supervise, promote and conduct training and education sessions for volunteers, career personnel and the community commensurate with their skills and competencies.

Permit 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 absence of a chief, provide leadership to the Brigade.

Establish effective customer service relationships 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.

Advise 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 (professional instructor duties)
- When applicable CCEO 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 FRV's Safe Systems

- Provide effective leadership and management within an improved 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 within their 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 discipline 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 (professional instructor duties)
- When applicable CCEO 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 FRV's 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.
- Required to re-orientation of and support the brigade management team.
- Carry out administration duties.
- Contribute to the development and implementation of personnel development and training programs.
- Assist with and support functional managers in their areas 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 Division 3 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 (professional instructor duties)

### Instructor

<b>Position Title:</b> Division 3 Senior Instructor	<b>Incumbent:</b>
<b>Department:</b> Training & Development	<b>Location:</b> Various
<b>Reports to:</b> Training Manager	<b>Position Reporting to this Position:</b> Nil
<b>Primary Purpose of the Position:</b>	
1. Co-ordinate, develop, prepare and deliver appropriate training courses to Career Firefighters/Fire Officers, Regional clients and other third parties.	



<p>2. Co-ordinate human and physical resources associated with the delivery of training.</p> <p>3. Provide advice and support for the development and delivery of training materials and programs.</p>	
<p><b>Key Result Areas</b></p>	<p><b>Key Performance Measures</b></p>
<p>1. Co-ordinate, develop, prepare, deliver, assess and evaluate training programs for Career Firefighters/Fire Officers in Brigades, Regions, Areas, Regional industry clients and other third parties.</p> <p>2. Liaise with Brigades and Regional Industry Clients and other third parties to ensure that delivery strategies implemented address the identified training needs.</p> <p>3. Monitor and maintain the quality of training/courses delivered to ensure that client and appropriate industry standards are achieved.</p> <p>4. Keep abreast of, and implement where appropriate new techniques, knowledge and technology related to training delivery.</p> <p>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&amp;S standards.</p> <p>6. Control course expenditure within budgetary requirements.</p> <p>7. Ensure appropriate selection and use of firefighting, communications, audiovisual and other plant and equipment in accordance with relevant legislative and/or manufacturers specifications.</p> <p>8. Undertake training development projects as directed.</p>	<ul style="list-style-type: none"> <li>• Course materials prepared and delivered within time frames and standards.</li> <li>• Course evaluation reports including recommendations are completed and actions initiated within agreed time frames.</li> <li>• Establish and maintain effective liaison with Brigades and Industry clients for area of responsibility.</li> <li>• Ensure training/courses conducted conform to the requirements of the client and appropriate industry standards.</li> <li>• Provide advice on actions required to maintain quality delivery to client needs.</li> <li>• Monitor developments in research, provide advice and recommendations on changes to the Training Manager that relate to specific training.</li> <li>• Ensure that all OH&amp;S requirements are identified and implemented for courses being co-ordinated.</li> <li>• Monitor the workplace to ensure requirements are being met.</li> <li>• Prepare recommendations for improving procedures where risks are identified. Implement procedures once agreed.</li> <li>• Promote safe work practices to all staff and clients.</li> <li>• Courses are conducted within budgetary constraints and policy guidelines.</li> <li>• Appropriate financial records are maintained.</li> <li>• Ensure that appropriate equipment is selected and used in accordance with specified requirements.</li> <li>• Development projects undertaken and completed within agreed time frames.</li> <li>• Undertake all training and assessment within the principles specified in the Statement on Operational Training and Assessment at SCHEDULE 30 -</li> </ul>
<p><b>Key Selection Criteria:</b></p>	

- 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

*NOTE: Successful applicants will be required to obtain Fire Officer qualifications within 12 months of appointment.*

**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 FRV as emergency service and community safety organisation.
- Knowledge of CFA Act and regulations, policy and relevant Codes of Practice.
- Experience in the operation of a firefighting service.

**Appointments:**

- Positions will be filled by way of permanent appointment or for agreed periods of secondment or Internal Secondment of Operational Staff not exceeding two years. Internal Secondment of Operational Staffs will be in accordance with the Internal Secondment of Operational Staff Program at SCHEDULE 3 - INTERNAL SECONDMENT OF OPERATIONAL STAFF PROGRAM. Secondments will be in accordance with the Secondment Agreement at SCHEDULE 11 - SECONDMENT AGREEMENT.
- Hours of work will be according to the provisions of clause 11.2 of the Award (Employees not subject to 10/14 roster).

<b>Prepared by:</b> Manager, Training and Development	<b>Date:</b> 1 December 2009 (confirmed as correct by Angus McNeilage 12 Oct 01)
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<b>Position Title:</b> Division 3 Instructor	<b>Incumbent:</b>
<b>Department:</b> Training & Development	<b>Location:</b> Various
<b>Reports to:</b> Manager Training & Development	<b>Position Reporting to this Position:</b> Nil

**Primary Purpose of the Position:**

Co-ordinate, develop, prepare and deliver appropriate training courses to Career Firefighters/Fire Officers, Regional clients and third parties.

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

<b>Key Result Areas</b>	<b>Key Performance Measures</b>
<p>Co-ordinate, develop, prepare, deliver, assess and evaluate training programs for Career Firefighters/Fire Officers in Brigades, Regions, Areas, Regional industry clients and third parties.</p> <p>Liaise with Brigades and Regional 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&amp;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 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&amp;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> <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 Statement on Operational Training and Assessment at SCHEDULE 30 -</p>
<p><b>Key Selection Criteria:</b></p> <ul style="list-style-type: none"> <li>• Knowledge and ability to deliver high quality training on a wide range of emergency management/emergency response/community safety subjects.</li> <li>• Experience in the application of adult learning, strategies and practices in industry</li> <li>• Effective interpersonal, written and verbal communication skills within a team environment.</li> <li>• An understanding and experience in both the development and application of competency based training and assessment techniques</li> <li>• Experience in the co-ordination of equipment, human, and administrative resources for training courses.</li> <li>• Ability to liaise with a wide variety of clients.</li> <li>• Ability to perform duties without supervision.</li> <li>• Ability to use computers and information technology systems and multimedia technology</li> <li>• A basic knowledge of budgeting and financial control in relation to training delivery and assessment.</li> </ul>	
<p><b>Essential Qualifications/Experience:</b></p> <ul style="list-style-type: none"> <li>• A broad range of fire and emergency service experience, eligible for promotion to LFF rank.</li> <li>• Physical fitness level appropriate to undertaking practical tasks allocated.</li> <li>• Current Victorian Drivers Licence</li> </ul> <p><b>Expected:</b></p> <ul style="list-style-type: none"> <li>• It will expected that the successful applicant will possess:</li> <li>• Accredited Workplace Assessor</li> <li>• Accredited Workplace Trainer or equivalent</li> </ul> <p><b>Desirable:</b></p> <ul style="list-style-type: none"> <li>• Knowledge of the role and nature of FRV as emergency service and community safety organisation.</li> <li>• Knowledge of CFA Act and regulations, policy and relevant Codes of Practice.</li> <li>• Experience in the operation of a firefighting service.</li> </ul> <p><b>Appointments:-</b></p> <ul style="list-style-type: none"> <li>• Positions will be filled by way of permanent appointment or for agreed periods of secondment or Internal Secondment of Operational Staff not exceeding two years. Internal Secondment of Operational Staffs will be in accordance with the Internal Secondment of Operational Staff Program at SCHEDULE 3 - INTERNAL SECONDMENT OF OPERATIONAL STAFF PROGRAM. Secondments will be in accordance with the Secondment Agreement at SCHEDULE 11 - SECONDMENT AGREEMENT..</li> <li>• Hours of work will be according to the provisions of clause 11.2 of the Award (Employees not subject to 10/14 roster.</li> </ul>	
<p><b>Prepared by: Manager, Training and Development</b></p>	<p><b>Date:</b> 1 December 2000 (confirmed as correct by Angus McNeillage 12 Oct 01)</p>

<b>Position Title:</b> Division 3 Instructor - Wildfire	<b>Incumbent:</b>
<b>Department:</b>	<b>Location:</b> Various
<b>Reports to:</b> Training Manager	<b>Position Reporting to this Position:</b> Nil
<b>Primary Purpose of the Position:</b>	
Co-ordinate, develop, prepare and deliver appropriate training courses to Career Firefighters/Fire Officers, Regional clients and third parties.	
Co-ordinate human and physical resources associated with the delivery of wildfire training.	
Provide advice and support for the development and delivery of wildfire training materials and programs	
<b>Key Result Areas</b>	<b>Key Performance Measures</b>
Co-ordinate, develop, prepare, deliver, assess and evaluate wildfire training programs for Career Firefighters/Fire Officers in Brigades, Regions, Areas, industry clients and third parties.	Course materials prepared and delivered within time frames and standards.
Liaise with Brigades and Regional Industry Clients to ensure that delivery strategies implemented address the identified wildfire training needs.	Course evaluation reports including recommendations are completed and actions initiated within agreed time frames.
Monitor and maintain the quality of wildfire training/courses delivered to ensure that client and appropriate industry standards are achieved.	Establish and maintain effective liaison with Brigades and Industry clients for area of responsibility.
Keep abreast of, and implement where appropriate new techniques, knowledge and technology related to wildfire training delivery.	Ensure training/courses conducted conform to the requirements of the client and appropriate industry standards.
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.	Provide advice on actions required to maintain quality delivery to client needs.
Control course expenditure within budgetary requirements.	Monitor developments in research, provide advice and recommendations on changes to the Training Manager that relate to specific training.
Ensure appropriate selection and use of firefighting, communications, audiovisual and other plant and equipment in accordance with relevant legislative and/or manufacturers specifications.	Ensure that all OH&S requirements are identified and implemented for courses being co-ordinated.
Undertake training development projects as directed.	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 specified requirements.
	Development projects undertaken and completed within agreed time frames.

	Undertake all training and assessment within the principles specified in the Statement on Operational Training and Assessment at SCHEDULE 30 -.
<p><b>Key Selection Criteria:</b></p> <ul style="list-style-type: none"> <li>• Knowledge and ability to deliver high quality training on a wide range of wildfire related emergency management/emergency response/community safety subjects.</li> <li>• Experience in the application of adult learning, strategies and practices in industry.</li> <li>• Effective interpersonal, written and verbal communication skills within a team environment.</li> <li>• An understanding and experience in both the development and application of competency based training and assessment techniques.</li> <li>• Experience in the co-ordination of equipment, human, and administrative resources for training courses.</li> <li>• Ability to liaise with a wide variety of clients.</li> <li>• Ability to perform duties without supervision.</li> <li>• Ability to use computers and information technology systems and multimedia technology</li> <li>• A basic knowledge of budgeting and financial control in relation to training delivery and assessment.</li> </ul>	
<p><b>Essential Qualifications/Experience:</b></p> <p>Applicants for the position of Instructor - Wildfire must be able to satisfy the requirements as detailed below.</p> <p><b>Minimum Requirements:</b></p> <ul style="list-style-type: none"> <li>• Technical and management skills identified for Division 3 LFF/Crew Leader skills profile;</li> <li>• National training and assessment competency standards listed below;</li> <li>• Adequate and appropriate experience; commensurate to that of a Division 3 LFF/Crew Leader</li> <li>• Physical fitness level appropriate to undertaking practical tasks allocated; and,</li> <li>• Current Victorian Drivers Licence</li> </ul> <p><b>Technical Skills:</b></p> <p>Wildfire Behaviour 2 (2.28) Wildfire Suppression 2 (2.29) or equivalent</p> <p><b>Management Skills:</b></p> <p>Supervise Teams (3.15) or equivalent</p> <p><b>Training and assessment skills:</b></p> <p>Accredited Workplace Assessor Accredited Workplace Trainer or equivalent</p> <p><b>Experience:</b></p> <ul style="list-style-type: none"> <li>• Preference will be given to applicants who have served in firefighting agency for a minimum of 5 years and who can demonstrate significant practical experience in all facets of wildfire suppression.</li> <li>• 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.</li> <li>• Applicants must specify the nature of their experience and provide references and referees for the purposes of validating evidence.</li> </ul> <p><b>NOTE:</b> Instructors employed at this level will be required to reach preferred level detailed below within 12 months of appointment.</p> <p><b>Preferred Requirements:</b></p>	

<ul style="list-style-type: none"> <li>• The preferred entry requirements for the position are based on the;</li> <li>• Technical and management skills identified for Division 3 Fire Officer level/Sector Commander skills profile;</li> <li>• National training and assessment competency standards listed below;</li> </ul> <p><b>Technical skills:</b></p> <p>Wildfire Suppression 3 (3.18)</p> <p><b>Management Skills:</b></p> <ul style="list-style-type: none"> <li>• Fire and Incident Operations (3.04)</li> <li>• Incident Control System – AIIMS (4.04)</li> </ul> <p><b>Appointments:</b></p> <ul style="list-style-type: none"> <li>• Positions will be filled by way of permanent appointment or for agreed periods of secondment or Internal Secondment of Operational Staff not exceeding two years. Internal Secondment of Operational Staffs will be in accordance with the Internal Secondment of Operational Staff Program at SCHEDULE 3 - INTERNAL SECONDMENT OF OPERATIONAL STAFF PROGRAM. Secondments will be in accordance with the Secondment Agreement at SCHEDULE 11 - SECONDMENT AGREEMENT</li> </ul>	
By: Manager, Training and Development (confirmed correct by Angus McNeilage – 12 Oct 01)	22 September 2010

<b>Position Title:</b> Division 3 Instructor	<b>Incumbent:</b>
<b>Department:</b> Training & Development	<b>Location:</b> Fiskville
<b>Reports to:</b> Operations Manager – Training Delivery	<b>Position Reporting to this Position:</b> Nil
<b>Primary Purpose of the Position:</b>	
<p>Co-ordinate, develop, prepare and deliver appropriate training courses to Career Firefighters/Fire Officers, Regional clients and third parties.</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>	
<b>Key Result Areas</b>	<b>Key Performance Measures</b>
<ol style="list-style-type: none"> <li>1. Co-ordinate, develop, prepare, deliver, assess and evaluate training programs for Firefighting personnel, Regional clients and third parties.</li> <li>2. Liaise with Brigades and Regional Clients to ensure that delivery strategies implemented address the identified training needs.</li> <li>3. Supervise, co-ordinate and conduct training and educational sessions for personnel, clients and third parties, commensurate with their skills and competencies.</li> <li>4. Monitor and maintain the quality of training/courses delivered to ensure that client and appropriate industry standards are achieved.</li> <li>5. Keep abreast of, and implement where appropriate new techniques, knowledge and technology related to training delivery.</li> </ol>	<ul style="list-style-type: none"> <li>• Course materials prepared and delivered within time frames and standards.</li> <li>• Course evaluation reports including recommendations are completed and actions initiated within agreed time frames.</li> <li>• Establish and maintain effective liaison with Brigades and Regional clients for area of responsibility.</li> <li>• Ensure training/courses conducted conform to the requirements of the client and appropriate industry standards.</li> <li>• Provide advice on actions required to maintain quality delivery to client needs.</li> <li>• Monitor developments in research, provide advice and recommendations on changes to the Operations Manager that relate to specific training.</li> </ul>

<p>6. All training to be conducted using the Safety First principles including coordinate 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&amp;S standards.</p> <p>7. Control course expenditure within budgetary requirements.</p> <p>8. Ensure appropriate selection and use of firefighting, communications, audiovisual and other plant and equipment in accordance with relevant legislative and/or manufacturers specifications.</p> <p>9. Undertake training development projects as directed.</p>	<ul style="list-style-type: none"> <li>• Ensure that all OH&amp;S requirements are identified and implemented for courses being co-ordinated.</li> <li>• Monitor the workplace to ensure requirements are being met.</li> <li>• Prepare recommendations for improving procedures where risks are identified. Implement procedures once agreed.</li> <li>• Promote safe work practices to all staff and clients.</li> <li>• Courses are conducted within budgetary constraints and policy guidelines.</li> <li>• Appropriate financial records are maintained.</li> <li>• Ensure that appropriate equipment is selected and used in accordance with specified requirements.</li> <li>• Development projects undertaken and completed within agreed time frames.</li> <li>• Undertake all training and assessment within the principles specified in the Statement on Operational Training and Assessment at SCHEDULE 30 -.</li> </ul>
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**Key Selection Criteria:**

- 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

**NOTE: Successful applicants will be required to obtain Fire Officer qualifications within 12 months of appointment.**

**Expected:**

- It will expected that the successful applicant will possess:
- Accredited Workplace Assessor
- Accredited Workplace Trainer
- or equivalent



<p><b>Desirable:</b></p> <ul style="list-style-type: none"> <li>• Knowledge of the role and nature of FRV as emergency service and community safety organisation.</li> <li>• Knowledge of CFA Act and regulations, policy and relevant Codes of Practice.</li> <li>• Experience in the operation of a firefighting service.</li> </ul> <p><b>Appointments:-</b></p> <ul style="list-style-type: none"> <li>• Positions will be filled by way of permanent appointment or for agreed periods of secondment or Internal Secondment of Operational Staff not exceeding two years. Secondments will be in accordance with the Internal Secondment of Operational Staff Program at SCHEDULE 3 - INTERNAL SECONDMENT OF OPERATIONAL STAFF PROGRAM. Secondments will be in accordance with the Secondment Agreement at SCHEDULE 11 - SECONDMENT AGREEMENT..</li> <li>• Hours of work will be according to the provisions of clause 11.2 of the Award (Employees not subject to 10/14 roster).</li> </ul>	
<p><b>Prepared by: Manager, Training and Development</b></p>	<p><b>Date:</b> 1 December 2000 (confirmed as correct by Angus McNeilage 12 Oct 01)</p>

**Division 3 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 Division 3 Systems Conditions
- SSO skills utilised at the Commander level

**Division 3 ACFO classification duties include:**

The "operations manager" duties described below where the words "operations manager" are read as "ACFO" and the following:

- Work in accordance with Division 3 Systems Conditions
- Commander skills utilised at the ACFO Level

<b>POSITION TITLE</b>	<b>OPERATIONS OFFICER</b>
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**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.

<b>POSITION TITLE: Operations Manager</b>	
<b>POSITION NO:</b>	<b>INCUMBENT</b>
<b>DEPARTMENT:</b>	<b>LOCATION:</b>
<b>REPORTS TO:</b> Operations Manager reports to Area Manager on implementation of CFA policy. Operations Manager reports to the Chief Officer for emergency management.	
<b>PRIMARY OBJECTIVES OF POSITION:</b> 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.	
<b>KEY RESULT AREAS</b>	
<ul style="list-style-type: none"> <li>• 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.</li> <li>• Identification of regional emergency service delivery needs and resource requirements.</li> <li>• Providing leadership, support and direction to the Regional Planning Committee and assuming responsibility for its successful operation.</li> <li>• Developing, implementing and regularly evaluating the Regional Operational Management Plan to ensure it reflects corporate priorities and encompasses key operational performance indicators and targets.</li> <li>• 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.</li> <li>• Ensuring a customer service focus for emergency service delivery within the Region.</li> <li>• Developing and promoting the CFA as a professional community service organisation.</li> <li>• 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).</li> <li>• Regularly advising and reporting to the Area Manager on the key emergency service delivery and preparedness performance and management aspects of the Region.</li> <li>• Developing effective working relationships and co-operative arrangements with other emergency services, Government agencies, Local Government, Industry and other community-based organisations.</li> <li>• Playing a lead role in the Regional Displan Committee.</li> <li>• Supporting and developing the provision of integrated emergency services to the Victorian community.</li> </ul>	

## SCHEDULE 36 - CLASSIFICATIONS

Listed below are the additional positions, covered by this Agreement, to which the terms and conditions of Division 3 ACFO and Division 3 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 18 – Consultation.

### All Division 3 ACFOs plus:

- ACFO – Learning and Development
- ACFO – Training Delivery
- ACFO – HQ Operations
- ACFO – Wildfire Policy & Planning
- ACFO – CAD Operations
- ACFO – Protective Equipment
- ACFO – BEST Project
- ACFO – Performance Improvement Officer
- ACFO – Structural Fire Planning
- ACFO - Specialist Response
- ACFO - Staff Officer to CO & DCOs
- ACFO - Fire Investigation\*
- ACFO – Major Events, Security
- ACFO – Human Resource Planning
- ACFO (Regional Commander) – 8 positions

*The above positions may be replaced or retitled as agreed.*

### All Division 3 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 Division 3 Commander or Division 3 ACFO (when occupied), currently being:

- Commander/ACFO – Office of Emergency Service Commissioner
- Commander/ACFO – OH&S
- Commander/ACFO – Worksafe (Major Hazards Officer)
- Commander/ACFO – Fire Service Liaison Officer at CTCU
- Other agencies as agreed by the parties

Work locations for the above positions to be determined by FRV/UFU Consultative Committee.

Additionally, FRV agrees to implement 5 SDO positions that will be filled by ACFO on the 10/14 roster pattern.

\* 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 Division 3 Commander - Fire Investigation.

**SCHEDULE 37 - DIVISION 3 COMMUNICATIONS TECHNICAL SERVICES OFFICERS (CTSO) SALARY  
STRUCTURE [QUANTUM NOT AGREED]**

LEVEL	PAY POINT	Current Weekly Wage	1 October 2022	1 April 2023	1 October 2023	1 April 2024	1 October 2024	1 April 2025	1 October 2025
CTSO 4	PP7	\$2,599.36	\$2,913.88	\$3,004.21	\$3,082.32	\$3,143.97	\$3,194.27	\$3,290.10	\$3,339.45
	PP6	\$2,548.94	\$2,857.36	\$2,945.94	\$3,022.53	\$3,082.99	\$3,132.31	\$3,226.28	\$3,274.68
	PP5	\$2,499.56	\$2,802.01	\$2,888.87	\$2,963.98	\$3,023.26	\$3,071.63	\$3,163.78	\$3,211.24
	PP4	\$2,451.03	\$2,747.60	\$2,832.78	\$2,906.43	\$2,964.56	\$3,011.99	\$3,102.35	\$3,148.89
	PP3	\$2,403.55	\$2,694.38	\$2,777.91	\$2,850.13	\$2,907.13	\$2,953.65	\$3,042.26	\$3,087.89
	PP2	\$2,356.95	\$2,642.14	\$2,724.05	\$2,794.87	\$2,850.77	\$2,896.38	\$2,983.27	\$3,028.02
	PP1	\$2,311.32	\$2,590.99	\$2,671.31	\$2,740.76	\$2,795.58	\$2,840.31	\$2,925.52	\$2,969.40
CTSO 3	PP6	2,151.86	2,412.24	2,487.02	2,551.68	2,602.72	2,644.36	2,723.69	2,764.55
	PP5	2,109.67	2,364.93	2,438.25	2,501.64	2,551.68	2,592.50	2,670.28	2,710.33
	PP4	2,068.32	2,318.58	2,390.46	2,452.61	2,501.66	2,541.69	2,617.94	2,657.21



	PP3		2,027.76	2,273.12	2,343.58	2,404.52	2,452.61	2,491.85	2,566.60	2,605.10
	PP2	PP6	1,988.00	2,228.55	2,297.63	2,357.37	2,404.52	2,442.99	2,516.28	2,554.02
	PP1	PP5	1,949.00	2,184.83	2,252.55	2,311.12	2,357.34	2,395.06	2,466.91	2,503.92
CTSO 2		PP4	1,910.79	2,142.00	2,208.40	2,265.82	2,311.14	2,348.12	2,418.56	2,454.84
		PP3	1,873.33	2,100.00	2,165.10	2,221.40	2,265.82	2,302.08	2,371.14	2,406.71
		PP2	1,836.60	2,058.82	2,122.65	2,177.84	2,221.39	2,256.93	2,324.64	2,359.51
	PP5	PP1	1,800.58	2,018.45	2,081.02	2,135.12	2,177.83	2,212.67	2,279.05	2,313.24
CTSO 1	PP4		1,765.30	1,978.90	2,040.24	2,093.29	2,135.15	2,169.32	2,234.40	2,267.91
	PP3		1,730.65	1,940.06	2,000.20	2,052.21	2,093.25	2,126.74	2,190.55	2,223.40
	PP2		1,696.72	1,902.03	1,960.99	2,011.98	2,052.22	2,085.05	2,147.60	2,179.82
	PP1		1,663.46	1,864.74	1,922.55	1,972.53	2,011.99	2,044.18	2,105.50	2,137.08

### 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 Division 3 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 clause 232 of Part D of this Agreement.

## SCHEDULE 38 - 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 Division 3 LFF as Crew Leader	
Crew Leader	Wildfire Behaviour & Suppression 2 & Endorsement	Division 3 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 professional instructors plus OIC and ACFO endorsement.
Strike Team Leader	Crew Leader plus Endorsement	Division 3 SO (Qualified or above) plus experience operating at Division 3 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 professional instructors plus OIC and ACFO endorsement.
Sector Commander	Wildfire Suppression 3 plus Endorsement	Division 3 SO (experienced at incident management level, maybe at structural level) plus experience operating at Division 3 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 professional instructors plus OIC and ACFO endorsement.
Division Commander	Division 3 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 Division 3 Professional / Career Leading Firefighter holding a Ground Observer Qualification
- A Division 3 Professional / Career Fire Fighter Level two holding a Ground Observer Qualification
- A Division 3 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 39 - LOCKUP ARRANGEMENTS

### FRV ROOM DATA SHEETS

FIRE STATION TYPE: 3B

APPENDIX 6.02 ACCESS & SECURITY SYSTEM

#### Rationale & Description of Service Delivery Requirements

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.

This system shall be installed and programmed by a specialist security contractor engaged by FRV. 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 FRV 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 FRV 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 – The following areas are secure areas and can only be accessed by the following employees. Access may be given to other persons through the consultative mechanism.**

Card Reader Locations	Levels of Card Access — 3 5 Levels					Comments
	OIC	DO	Staff	BMT	Volts	
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)	✓	✓	✓	✓	✓	



<p><b>Key Cabinet</b></p> <p>The Builder shall take delivery from the FRV 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 &amp; Electric Strike shall be supplied &amp; installed by the Security / Access System Contractor.</p>	1
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<b>Work by the Access/Security Contractor</b>	
<p>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.</p>	

<b>FRV ROOM DATA SHEETS</b>	
<b>FIRE STATION TYPE: 3B</b>	<b>APPENDIX 6.02 ACCESS &amp; SECURITY SYSTEM</b>

<b>Associated Work By Builder</b>	
<p>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 — i.e. 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.</p>	

<b>Associated Work by Builder's Electrical Sub-Contractor</b>	
<p>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 the FRV Communications Department.</p>	

<b>ACCESS / SECURITY SYSTEM EQUIPMENT &amp; SCOPE OF WORKS</b>	
<p>'Site' and / or 'Location Registration' for the card / fob system, shall be totally compatible with the existing format / system utilised within the relevant FRV Area. System shall be compatible with the current format card readers, and supplied as an extension to the User Registration currently listed for the relevant Area.</p>	
<p>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.</p>	
<p>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).</p>	
<p>'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 FRV PC shall be co-ordinated with the [Employer's] IT Department.</p>	
<p>12 Volt DC, 5 Amp power supply unit, complete with enclosure. (For the 12 Volt DC, Padde Strikes).</p>	
<p>24 Volt DC, 2.5 Amp power supply unit, complete with enclosure. (For the 24 Volt DC, EMHO Door Closers).</p>	
<p>Door Release Switches to be provided @ 1500 mm AFL adjacent to door jamb to release EMHO door closers. 1 No. per door closer.</p>	
<p>55 Amp Hour battery backup unit, complete with backup enclosure.</p>	
<p>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.</p>	
<p>All cabling and sundry items required to complete the installation.</p>	
<p>Provide 2 Hours tuition of Fire Station personnel, nominated by the Station O.I.C. arranged prior to handover and occupation of the building.</p>	
<p>Supply and programming of Proximity Cards OR Key Fobs as required.</p>	

## SCHEDULE 40 - RECEO

### RECEO

RECEO is an acronym used to assist firefighters in prioritizing tactical activities on the fireground. Firefighters should memorize this acronym and its meaning.

RECEO stands for:

**R**escue

**E**xposure

**C**ontainment

**E**xtinguishment and

**O**verhaul

**R**escue: **RE**scue **RE**scue **RE**scue **RE**scue **RE**scue

**E**xposure: **RE**scue **RE**scue **RE**scue **RE**scue **RE**scue

**C**ontainment: **RE**scue **RE**scue **RE**scue **RE**scue **RE**scue

**E**xtinguishment and

**O**verhaul: **RE**scue **RE**scue **RE**scue **RE**scue **RE**scue

**R**escue: **RE**scue **RE**scue **RE**scue **RE**scue **RE**scue

**E**xposure: **RE**scue **RE**scue **RE**scue **RE**scue **RE**scue

**C**ontainment: **RE**scue **RE**scue **RE**scue **RE**scue **RE**scue

**E**xtinguishment and

**O**verhaul: **RE**scue **RE**scue **RE**scue **RE**scue **RE**scue

### Introduction

The protection and preservation of life is the first consideration of any firefighter when responding to an incident. The initial size-up (or arrival at an incident) will be a priority. Once determined if a man, life is in danger, this applies to both occupants and the public.

RECEO mandates 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 that other should immediately commence search and rescue activities in circumstances where life is threatened, the incident commander will determine the most appropriate tactical action and will direct the tactical firefighters accordingly.

Depending on the stage of development and current behaviour, tactical actions may range from search to 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.

**RECEO** **RE**scue **RE**scue **RE**scue **RE**scue **RE**scue

**E**xposure: **RE**scue **RE**scue **RE**scue **RE**scue **RE**scue

**C**ontainment: **RE**scue **RE**scue **RE**scue **RE**scue **RE**scue

**E**xtinguishment and

**O**verhaul: **RE**scue **RE**scue **RE**scue **RE**scue **RE**scue



The Incident Controller will determine the most appropriate plan of action and will direct the fire suppression as well as direct the rescue activities. How and when any rescue is conducted, and what rescue techniques are to be used will be determined by several factors including:

- How imminent the threat is
- The stage of fire development
- The behaviour within the structure
- The number and location of people to be rescued
- The availability of structural equipment and resources and
- The likelihood of occupant survivability

**When conducting a rescue**

- Carry out rescue and rescue according to Incident Command Procedures
- Conduct all activities in accordance with occupational health and safety guidelines and
- Remain alert at all times – be aware of other systems taking place and other potential dangers that may threaten a successful rescue and equipment accordingly (use dynamic risk assessment)

**Prevention**

Exposures to any adjacent structures or properties, vehicles in car parks, gas cylinders or machinery not directly involved and the building which is not being damaged or burnt if there is no contact.

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 between structures and between adjacent structures to limit the chance of fire spreading from one structure to another

However, masses of high built walls and wind this may not be enough to stop the spread of fire. Glazing that increases the threat of fire spreading to other parts of the same structure or to adjacent structures if the fire generates sufficient heat means a strong chance that fire may spread to other structures

Limit and minimise the threat of radiant heat. Close doors and use water curtain protective sprays to cool down the exterior of nearby structures



As extinguishers will generally have fire-retardant/water-resistant coatings and the will provide a degree of protection. However, many other materials are not fire-retardant or flame-retardant. The only way to find out if they are is to check the manufacturer's data sheet or contact the manufacturer.

### Extinguishing medium

The method of fire-extinguishing is determined by:

- fire intensity;
- space between structures;
- proximity to life support systems;
- wind direction/speed;
- type of construction.

### Extinguishing medium

Containment (closed doors) is required to prevent fire from spreading to uninvolved parts of the structure.

Actions taken by firefighters can include:

- manipulating controls to reduce spread and limiting action to one withdrawal, for example:
  - closing fuel;
  - closing doors;
  - checking an appropriate direction for smoke and
  - extinguishing fire, for, and
- the use of cooling jet streams and spray (and air-water curtains) to protect other parts of the structure from being involved (if/when).

### Extinguishing medium

Extinguishing medium (putting out the fire). The incident commander determines the nature of the extinguishing medium and the extinguishing medium to be used.

Some of the factors to be considered if the extinguishing medium is to be used:

- the type of fuel involved - this will determine the type of extinguishing medium to be used;
- the quantity of fuel involved - this will indicate the quantity of extinguishing medium needed and the resources required to apply it;
- the physical arrangement of the fuel (which includes the gases) - this will determine how the extinguishing medium is to be applied;
- location of the fire and the availability of equipment - this will determine how quickly the extinguishing medium can be applied;
- the environment - e.g. in an urban area you would need to consider whether the area is residential, industrial or commercial and if it is residential you would need to consider factors such as fuel, topography and weather;
- access - this will determine how much equipment can be taken into the fire area; and
- extinguishing medium - quantity, quality and availability of the required extinguishing medium.

## Overview

Overview is a maximum operation that involves that the fire is completely out and debris placed in a safe location (the stage of the control have been received). At the overview stage, the firefighting crew may use tactics like hose and nozzle to turn over and control the debris. Using hoses can be used to open up ceiling and wall spaces to check for hidden hot spots.

Overview involves the extinguishment of any remaining pockets of fire. A challenge of it is critical that firefighters do not drop out of any rooms.

Overview may require investigation of a suspicion. Fire actions 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 is a good way of spraying burning materials other than cleaning them with a water (or wet) sock. In the preservation of evidence.

Places where fire may originate include wood-paneled furniture such as beds, couches, and chairs, and woodwork such as window frames, doors and ceilings.

## Key Concepts & Definitions

Overview is a maximum operation that involves that the fire is completely out and debris placed in a safe location (the stage of the control have been received).

## SCHEDULE 41 - DIVISION 3 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

These exist to set 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 and 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 workplace 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 shock-wave
- **Toxic** - chemicals that damage or destroy body cells through inhalation, absorption or ingestion
- **Corrosive** — substances that destroy living tissue or cause chemical burns after exposure

- **Asphyxiant** - hazards that can deprive the body of oxygen
- **Radioactive** - sources that can have a genetic effect (changes to the future generations), as well as somatic effects (physical injury)
- **Etiological** – 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, kevlar, electrical gloves, granulated
- Clothing – overpants, 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, dusk masks

### **Fireground Safety**

Awareness of:

#### **Structural weakness:**

- Leaning
- Cracking
- Twisting
- Flexing
- Groaning
- Leaking (smoke through walls)

#### **Structural failure:**

- Disappearing roof-mounted equipment
- Bricks landing on street
- Tilt 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, tally 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 access/exit 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 uniform
- 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 in, 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 tasks, whether you are the first Leading Firefighter on-scene, or the Chief Executive Officer.

Note: BG174 refers to BG4



# **SCHEDULES DIVISION 4 –DIVISION 4**

## **SCHEDULE 42 - BUSINESS RULES FOR ACCOMMODATION AND PERSONAL EXPENSES (FOR FSO'S AND FSC'S)**

### **1. GENERAL PRINCIPLES**

- 1.1** FRV will reimburse an Employee for actual and reasonable necessary out of pocket expenses incurred by the Employee in the course of his or her authorised duties.
- 1.2** 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.
- 1.3** Wherever practical, Employees are required to obtain approval before incurring travel, personal and out of pocket expenses.
- 1.4** Employees are responsible for providing satisfactory receipts for amounts actually expended where they are seeking reimbursement and are required to produce receipts by FRV.
- 1.5** Reimbursement of overnight 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). Claims for part day absence allowances in accordance with the Australian Taxation Office "Reasonable Allowance" amounts are subject to Pay As You Go (PAYG) withholding tax and will be disclosed on annual Payment Summaries.
- 1.6** Where FRV provides meal and/or accommodation allowances expenses will not be payable.

### **2. DEFINITIONS**

**In this Appendix the following definitions apply:**

**Authorised Officer** is a person with the authority to approve expense payments.

**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 this clause** comprise original documentation being either an original Tax Invoice or other original receipt.

**Standard Allowance** is based on the Australian Taxation Office Determination Table1 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 FRV work location of an Employee.

### **3. MEALS AND INCIDENTAL EXPENSES**

- 1.7** Receipts must be provided when claiming an amount in excess of the relevant allowance specified in the Schedule of Payments.

**1.8** 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.

**1.9** A Standard Allowance to cover incidental expenses may be claimable in conjunction with an overnight stay.

**1.10** Standard Allowances for overnight absences and Part Day allowances are specified in the Schedule of Payments below.

#### 4. OVERNIGHT ABSENCES

<b>Overnight Absence – Sleeping Away from Home:</b>				
<b>First day of an overnight absence</b>		<b>Entitlement</b>		
		<b>Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>
Commences travel at or before	07.00	✓	✓	✓
Commences travel at or before	12.00		✓	✓
Commences travel at or before	17.00			✓

<b>Intermediate day(s) of an overnight absence</b>		<b>Entitlement</b>		
		<b>Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>
Absent from the usual base all day	07.00	✓	✓	✓

<b>Last day of an overnight absence</b>		<b>Entitlement</b>		
		<b>Breakfast</b>	<b>Lunch</b>	<b>Dinner</b>
Returns at or after	09.30	✓		
Returns at or after	14.00	✓	✓	
Returns at or after	19.00	✓	✓	✓

#### Notes

Incidental expenses are claimable for each night an Employee is required to sleep away from home (an overnight absence).

To be eligible for any of the allowances the Employee must have incurred an expense for a meal allowance claimed.

#### 5. PART DAY ABSENCES

**1.11** Where an Employee is directed to work more than 24kms 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 Allowance.

<b>Part Day Absence Meals</b>		<b>Time</b>	<b>Entitlement</b>
Starts at or before;		07.00	
and is unable to return before		09.30	Breakfast
Leaves the normal work location at or before;		12.00	
and is unable to return before		14.00	Lunch

Leaves the normal work location at or before;	17.00	
and is unable to return before	19.00	Dinner

## 6. ACCOMMODATION

**1.12** It is expected that 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.

**1.13** Where accommodation is not directly billed to, or borne by FRV, the rates for the Standard Allowance are specified in the Schedule of Payments.

**1.14** Note: CBD accommodation is not claimable and/or reimbursable when visiting FRV Headquarters, East Burwood.

## 7. ADVANCE ALLOWANCES

**1.15** 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.

**1.16** 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 FRV.

## 8. MISCELLANEOUS PROVISIONS

**1.17** 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.

**1.18** The usual or established travelling and accommodation arrangements may be altered to suit the private interest provided:

**1.18.1** The proposed arrangements are cost effective;

**1.18.2** Any costs of a private or recreational nature can be clearly segregated from business related costs;

**1.18.3** The arrangements do not give rise to a conflict of interest situation whether real, potential or perceived; and

**1.18.4** The arrangements have the prior approval of the Authorised Officer.

## 9. CLAIMING AND PAYMENT PROCEDURES

**1.19** All claims for personal expenses, including Part Day and Standard Allowances, must be submitted to the appropriate Authorised Officer on a completed Expenses Claim Form.

**1.20** All receipts and other substantiating documentation must be original. Photocopies and invoice facsimiles are not acceptable.

**1.21** Receipts are not required where the Standard Allowance is claimed.

**1.22** Once approved, all claim forms and receipts must be forwarded to Corporate Finance

for:

1.22.1 Processing;

1.22.2 Payment (through the payroll system); and

1.22.3 Filing.

#### 10. REVIEW OF EXPENSE RATES

1.23 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:

1.23.1 Rates of reasonable accommodation and personal expenses issued by the Australian Tax Office;

1.23.2 Significant increases in recognised commercial accommodation costs;  
And

1.23.3 Movements in the Consumer Price Index.

#### 11. SCHEDULE OF PAYMENTS

##### Accommodation, Meals and Incidental Payments

##### Overnight Absence:

Expense	Melbourne CBD and Metropolitan Area	Bright, Castlemaine, Colac, Wonthaggi	All Other Victorian Locations
	Standard Allowance	Standard Allowance	Standard Allowance
Breakfast	\$26.45	\$26.45	\$23.70
Lunch	\$29.75	\$29.75	\$27.05
Dinner	\$50.70	\$50.70	\$46.65
Incidentals	\$19.05	\$19.05	\$19.05

##### Part Day Absence:

Expense	Melbourne CBD and Metropolitan Area	Bright, Castlemaine, Colac, Wonthaggi	All Other Victorian Locations
	Standard Allowance	Standard Allowance	Standard Allowance
Breakfast	\$26.45	\$26.45	\$23.70
Lunch	\$29.75	\$29.75	\$27.05
Dinner	\$50.70	\$50.70	\$46.65

**Accommodation:**

<b>Location</b>	<b>Standard Allowance</b>
Melbourne CBD and Metropolitan Area	\$173.00
Bright	\$152.00
Castlemaine	\$146.00
Colac	\$138.00
Wonthaggi	\$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

**TABLE OF CHANGES IN REVISED VERSION 14 (26 July 2023) AS COMPARED WITH VERSION 14 (14 June 2023)**

<b>CLAUSE NUMBER IN PROPOSED FRV, UFU OPERATIONAL STAFF AGREEMENT 2022 (REVISED VERSION 14)</b>	<b>ANALYSIS OF CHANGES IN REVISED VERSION 14</b>
<b>DIVISION 1 (clauses 1-155)</b>	
7. Structure and Application of Agreement	<ul style="list-style-type: none"><li>All references to Division 4 (or its clauses/schedules) marked as agreed: specifically cl 7.1 and cl 7.5. Reference to "Fire Safety Coordinators" also inserted in cl 7.5 and marked as agreed.</li></ul>

# Wages policy and the Enterprise Bargaining Framework



# Message from the Treasurer and Minister for Industrial Relations

The Government has made significant investments in social and economic reforms. It has invested in education and skills, improved healthcare, built new schools and hospitals, invested in public transport and roads, created more jobs for Victorians and made our community safer and fairer. The Government also delivered measures to protect workers' rights and entitlements.

The Government has committed to continuing this ambitious program of reform in its current term and has revised its Wages Policy to support the continuation of this investment.

The new Wages Policy applies from **Wednesday, 17 April 2019**. It revokes and replaces the previous wages policy and guidance material.

To support the revised Wages Policy, and to improve the Government approval process, a new enterprise bargaining framework has been developed.

Both the Wages Policy and the Enterprise Bargaining Framework aim to encourage public sector agencies to take a more strategic approach to enterprise bargaining, focused on the Government's operational and public sector priorities that deliver real benefits for the public sector and for all Victorians.

The new Wages Policy and Enterprise Bargaining Framework continue and build upon the Government's collaborative approach to enterprise negotiations from its last term. Public sector employees and their unions are important and valued partners in the delivery of important services to Victorians. Further, public sector agencies play an important role in promoting best practice employment practices to the wider community.



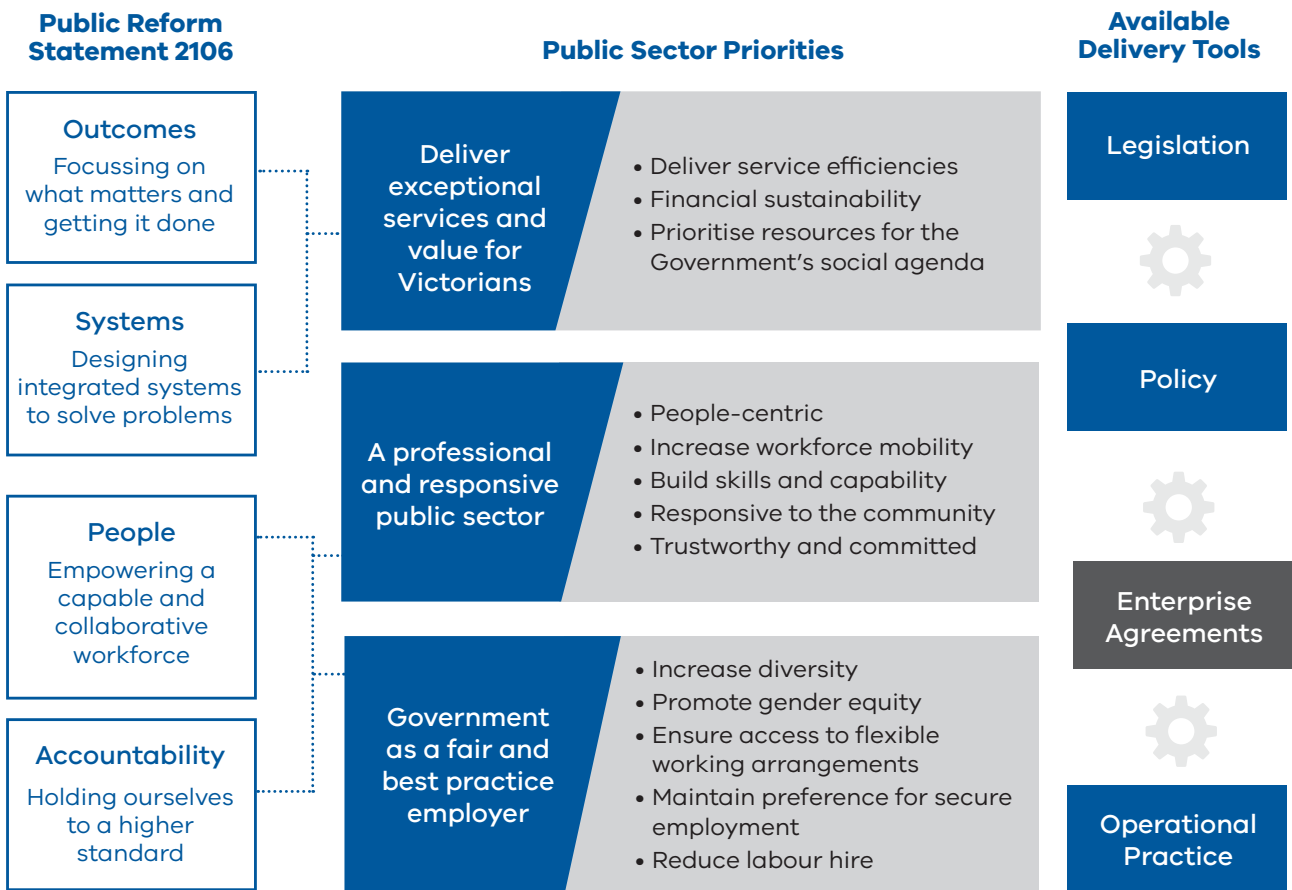
A handwritten signature in black ink, appearing to read 'T. Pallas'.

**Tim Pallas MP**

Treasurer of Victoria and Minister for Industrial Relations

# Public Sector Priorities

Over its previous term, the Government made significant investments in public sector service delivery and the value of our public sector workforce. To reflect and build on these important initiatives the Government has identified key Public Sector Priorities for this term.



There are a range of tools available to deliver these priorities, including legislation, policy and operational practice. Enterprise bargaining is one important tool.

The Government's Wages Policy has been set to encourage public sector agencies to reflect these Public Sector Priorities in their operational practice.

# Wages Policy

The primary pathway for agreement-making under Government’s new Wages Policy has three pillars.

<p><b>PILLAR 1</b> <b>WAGES</b></p> <p>Increases in wages and conditions will be capped at a rate of growth of 2.0 per cent per annum over the life of the agreement. In practice this means employee wages and conditions will be allowed to grow at this rate.</p>	<p><b>PILLAR 2</b> <b>BEST PRACTICE EMPLOYMENT COMMITMENT</b></p> <p>All public sector agencies will be required to make a Best Practice Employment Commitment which will outline measures to operationalise elements of the Government’s Public Sector Priorities that reflect good practice within Government and can be implemented operationally or without significant costs.</p>	<p><b>PILLAR 3</b> <b>ADDITIONAL STRATEGIC CHANGES</b></p> <p>Additional changes to allowances and other conditions (not general wages) will only be allowed if Government agrees that the changes will address key operational or strategic priorities for the agency, and/or one or more of the Public Sector Priorities.</p>
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In addition, Wages Policy requires that:

- All agreements must be fiscally sustainable and fully funded from capped indexation, revenue and/or appropriate cost offsets.
- Enterprise agreements must not contain retrospective payments. This means that the first pay increase in any agreement must be forward looking and cannot be prior to the date the agreement has been submitted to the Government for approval.
- Legislated increases to the superannuation guarantee rate are excluded from the cap on wages and conditions.
- Public sector agencies should seek to achieve four-year agreements subject to operational considerations.

Public sector agencies must seek pre-approval from Government to make any offer above the capped growth rate.

Further information about Wages Policy Pillars 2 and 3 is outlined on the following page.

## PILLAR 2

### **BEST PRACTICE EMPLOYMENT COMMITMENT**

Several of the Government's key public sector reforms such as improving gender equity, ensuring secure employment and access to flexible working arrangements can be enhanced through changes to operational practices and policies.

Public sector agencies are required to identify and action reforms around public sector employment through a Best Practice Employment Commitment (BPEC) to be finalised alongside the enterprise agreement.

The BPEC must include measures for implementing best practice employment practices, to operationalise elements of the Government's Public Sector Priorities that reflect good practice elsewhere within Government and can be implemented operationally or without significant costs. These measures will need to be tailored to the public sector agency's circumstances.

Government will set the framework for what can be contained in the BPEC through the Industrial Relations Policy. This will include matters such as:

- a commitment to regular gender auditing, and reporting and efforts to identify and address gender pay gaps in the public sector organisation;
- facilitating access to flexible working arrangements;
- secure employment initiatives to reduce inappropriate use of casual, fixed term and labour hire, including workforce planning and preparations;
- skills and capability development to develop a mobile and agile public sector workforce; and
- supporting the continued development of whole of government policies by considering further measures to address anti-bullying, gender equity and diversity, mental health, occupational health and safety, and family violence.

The BPEC is not expected to contain significant cost items. These items would instead be considered under Pillar 3.

Public sector agencies should work with public sector unions and employees to develop their BPEC as bargaining progresses and to identify the actions to progress these matters.

## PILLAR 3

### **ADDITIONAL STRATEGIC CHANGES TO ADDRESS KEY OPERATIONAL REFORMS OR THE PUBLIC SECTOR PRIORITIES**

Operational or strategic priorities will differ across public sector agencies depending on the challenges they face. Higher cost outcomes linked to a key operational reform or the Public Sector Priorities could include, for example:

- addressing high instances of unscheduled absences on weekends and nights by increasing penalty rates for these shifts or amending rostering practices;
- amending opening hours to provide incentives to employees who work expanded hours to ensure services are available at times convenient to the community;
- removing or reducing restrictions which impede the efficient allocation of resources;
- addressing identified skill or capability gaps and incentivising and facilitating employees' skill development through access to specified TAFE training;
- specific measures to address gender inequity (for example, additional parental leave, payment of superannuation during periods of parental leave); and
- targeted wage increases to a specific and identifiable cohort of workforce who have historically been underpaid because of gender (for example, through reclassification of a particular feminised role).

## Secondary pathway

The Government has designed Wages Policy to encourage public sector agencies to take a more strategic approach to enterprise bargaining. However, Government recognises that for various reasons, some bargaining parties may prefer to agree to a wage increase in a new enterprise agreement without disrupting any terms and conditions agreed during their previous bargaining round.

Accordingly, a limited secondary pathway is available under Wages Policy for public sector agencies and unions who agree in principle ahead of bargaining that they seek to reach agreement expeditiously on this basis.

The secondary pathway is available only to public sector agencies whose current agreement reaches its nominal expiry date on or before 30 June 2020.

The secondary pathway permits agreements to be made only on the following terms:

- One annual wage and allowance increase capped at 2.5 per cent (half-yearly increases up to the capped rate also permissible, for example 2 x 1.25 per cent increases in six-monthly instalments);
- A nominal expiry date 12 months from the nominal expiry date of the current agreement;
- All other terms and conditions as contained in the current agreement, except for where a change is required under the Industrial Relations Policy, to further mutually agreed whole-of-Government initiatives, to resolve legal issues, or minor changes to improve the clarity of the Agreement.

In addition:

- Public sector agencies must comply with *Fair Work Act 2009* (Fair Work Act) good faith bargaining requirements;
- All agreements must be fiscally sustainable and fully funded from capped indexation, revenue and/or appropriate cost offsets;
- Public sector agencies must meet the timelines prescribed in the Enterprise Bargaining Framework;
- Public sector agencies using this pathway may also produce a BPEC where agreed with employees and relevant unions, or otherwise are expected to comply with the Government's policy requirements.

# Enterprise Bargaining Framework

The Enterprise Bargaining Framework (Framework) describes the Government's approval arrangements which public sector agencies must meet before commencing bargaining, during bargaining and before seeking employee approval of final enterprise agreements.

The Framework applies equally where a public sector agency seeks to vary an existing enterprise agreement under the Fair Work Act.

## Major and Non-major Agreements

The Framework places different bargaining and governance expectations on different types of public sector agencies relative to the size of their workforce, wages bill, and relative industrial or financial risk profile. The Framework prescribes two categories of enterprise agreement – Major Agreements and Non-major Agreements.

### Major Agreements

Major Agreements include any enterprise agreement:

1. with a large public sector workforce, with a salary base in excess of \$1 billion;
2. with significant industrial or financial risk; and/or
3. of strategic or operational importance to Government.

Major Agreements include those covering the public service, teachers, police, firefighters, paramedics and major public health sector agreements (including those covering nurses, doctors, allied health professionals, medical scientists and health and allied services, management and administrative employees) as well as other agreements as the circumstances dictate.

The Government will oversee and approve the strategy and negotiations for all Major Agreements.

### Non-major Agreements

Non-major Agreements generally cover smaller components of the public sector workforce and carry fewer financial or industrial risks. Any enterprise agreement not classified as a Major Agreement will be treated as a Non-major Agreement for the purpose of this Framework.

When negotiating enterprise agreements, public sector agencies must adhere to the processes and requirements outlined in the Framework applicable to the enterprise agreement to be negotiated.

Where a public sector agency or Portfolio Department is unsure whether an enterprise agreement should be classified as a Major Agreement or Non-major Agreement they should contact Industrial Relations Victoria (IRV).

### Early engagement

Negotiations between public sector agencies and bargaining representatives should commence six months prior to the nominal expiry date of the current agreement.

To ensure public sector agencies are in a position to commence bargaining in a timely fashion and without unnecessary delays, internal preparations for bargaining should commence no later than 12 months in advance of the nominal expiry date of the current agreement. This approach will ensure bargaining strategies and proposals for change can be developed with sufficient time to allow for necessary Government oversight prior to the commencement of bargaining.

An indicative timeframe for preparing for bargaining would be:

Indicative bargaining preparation timeline		
Task	Approximate timeframe	Action owner
Initial discussion between public sector agency, Portfolio Department, IRV and the Department of Treasury and Finance (DTF)	12 months prior to nominal expiry date	Public sector agency Portfolio Department IRV DTF
Draft bargaining approval documents to be submitted to Portfolio Department for approval	9 months prior to nominal expiry date	Public sector agency Portfolio Department
Review proposed bargaining approval documents	8 months prior to nominal expiry date	IRV DTF
Bargaining approval documents submitted to Government for approval	7-8 months prior to nominal expiry date	Public sector agency Portfolio Department
Authority to commence bargaining communicated to public sector agency	6 months prior to nominal expiry date	IRV
Bargaining commences	6 months prior to the nominal expiry date	Public sector agency

## Authority to commence bargaining

Prior to commencing bargaining, public sector agencies are required to seek approval from Government, and for those bargaining under the primary pathway, submit their proposed Best Practice Employment Commitment for approval.

To obtain the authority to bargain the public sector agency is required to provide information about their workforce demographics, bargaining history and proposed content of a new agreement (please contact your Portfolio Department or IRV for information on the form of the approval submission). Preliminary costings may be required.

The level of detail required in completing the template will reflect the public sector agency's size, wage base and be commensurate with the financial and industrial implications of the proposed agreement.

Eligible public sector agencies seeking authority to commence bargaining under the secondary pathway must provide written confirmation to Government of in-principle support of any public sector union(s) to be covered by the proposed agreement for this course of action.

### Authority to commence bargaining - Key responsibilities

Responsibility	Action owner
Preparation of submission to Government (Major Agreements)	Portfolio Department
Completion of Template (Non-major Agreements)	Public sector agency Portfolio Department
Direct Engagement with public sector agency (if needed)	Portfolio Department Public sector agency IRV and DTF (as required)
Advice on Enterprise Bargaining Framework or application of Industrial Relations Policy	IRV
Advice on proposed measures to address operational/strategic priorities or the Public Sector Priorities	IRV DTF
Advice on Wages Policy, cost modelling or financial sustainability issues	DTF
Authority, oversight and approval	Government, with appropriate authorisations for some Non-major Agreements



## During bargaining

Public sector agencies must keep their Portfolio Department, IRV and DTF informed about the progress of bargaining, particularly where industrial or financial risks emerge. In some cases, this may require further consideration by Government.

Public sector agencies cannot make offers during bargaining outside approved parameters without the offer (and expected financial implications) being approved at the appropriate level of Government for the agreement concerned.

All offers should be made on an in-principle basis, with the public sector agency communicating that the offer is subject to government approval and may be subject to change to ensure compliance with Wages Policy, the Industrial Relations Policy, the Fair Work Act or other relevant legislation.

Public sector agencies pursuing the secondary pathway should ensure bargaining is undertaken in accordance with the Fair Work Act good faith bargaining requirements, in a timely and efficient manner.

## Approval requirements

All proposed enterprise agreements require the approval of Government prior to the commencement of any of the formal approval requirements outlined in the Fair Work Act.

To be approved by Government, a proposed enterprise agreement (whether a Major Agreement or Non-major Agreement) must meet all the conditions specified in Wages Policy. In addition:

- The public sector agency must verify that it has conducted a comparison of the terms of the Agreement with the relevant Award, and that the Agreement provides that each employee will be Better Off Overall than the relevant Award, within the meaning of the Fair Work Act;
- Other requirements from the Public Sector Industrial Relations Policy must be met.

The process for seeking Government approval of final agreements under the Framework differs for Major Agreements and Non-major Agreements. Approval of Major Agreements at a high level of Government is required.

Eligible public sector agencies must submit proposed enterprise agreements negotiated under the secondary pathway to Government for approval no later than two months prior to the nominal expiry of the current agreement. A fast track approval process will apply for these agreements. Where Government approval is obtained, agencies must comply with Fair Work Act requirements and seek approval of their agreement from the Fair Work Commission.

## Final approval - Key responsibilities

Responsibility	Action owner
Submission preparation	Portfolio Department Public sector agency
Direct engagement with public sector agency (if needed)	Portfolio Department Public sector agency IRV & DTF (as required)
Advice on Enterprise Bargaining Framework or application of Industrial Relations Policy	IRV
Advice on Wages Policy, cost modelling or financial sustainability issues	DTF
Advice on proposed measures to address operational/ strategic priorities or the Public Sector Priorities	IRV DTF
Authority, oversight and approval (Major Agreements)	Government, with appropriate authorisations for some Non-major Agreements





# STATEMENT

*Fair Work Act 2009*

s.240 - Application to deal with a bargaining dispute

## **Fire Rescue Victoria**

v

## **United Firefighters' Union of Australia**

(B2022/1676)

COMMISSIONER WILSON

MELBOURNE, 3 FEBRUARY 2023

### *Statement*

[1] The following statement is issued for the purposes of conciliation and is without prejudice to the rights of all concerned. Its circulation is limited to the representatives of Fire Rescue Victoria (FRV), Industrial Relations Victoria and the United Firefighters' Union of Australia (UFU).

[2] On 4 November 2022 the FRV commenced an application in the Fair Work Commission seeking assistance with a bargaining dispute relating to enterprise bargaining with the UFU in relation to pay and conditions for operational firefighters.

[3] There is a complex history to the formation of the currently applicable instrument, the *Fire Rescue Victoria Operational Employees Interim Enterprise Agreement 2020* with the relevant parts of that agreement all having nominally expired no later than 1 July 2019. Administrative arrangements were put in place to safeguard employees' wages and conditions and formal bargaining for a replacement to the FRV Interim Agreement commenced on 26 April 2022.

[4] Bargaining between the FRV and the UFU and other bargaining representatives has progressed between the parties with substantial goodwill, to the point where at the time the matter was referred to me to be dealt with the principal parties, the FRV and UFU, had reached agreement on all but 10 issues, as follows:

1. Wages and Allowances – which awaits a proposal from the FRV in response to the UFU claims, with the FRV seeking to receive advice from Government about an amended or new wages policy.

2. Fire Safety Officers – resolution of this claim requires a decision from the FRV Executive Leadership Team.
3. Firefighters Registration Board – there has been no discussion on this subject with both parties looking to further proceedings in the Commission on the subject.
4. Health Insurance – the UFU most recently advised that it is exploring avenues to achieve Health Insurance and will report back.
5. Public Transport Fares – the UFU now seeks to progress this with a discussion directly with Public Transport Victoria (PTV).
6. Fire Safety Inspectors – the matter appears agreed in principle with drafting to be exchanged between the parties.
7. Emergency Medical Response Allowance – this matter appears close to agreement.
8. Allowances Schedule – this matter also appears close to agreement.
9. Wages and Classification Relativities – further discussions are required between the parties about this matter. FRV has provided the UFU with a draft clause regarding this item to which the UFU is to respond. The UFU is also seeking to reserve its position in relation to potential future examination of the relativities for Station Officers and Senior Station Officers, and will provide a draft clause regarding this matter to FRV for consideration by the FRV.
10. Minimum staffing – FRV and UFU have agreed to the safe staffing claim numbers and funding for the UFU safe staffing claims remain under consideration by the Minister for Emergency Services. Further discussions are required between the UFU and the FRV in respect of staffing numbers indicated in Schedules 16 of the draft agreement.

**[5]** Six conciliation conferences have been convened by me to date on 14 November, 7 and 15 December 2022 and 12, 20 and 31 January 2023. A representative from Industrial Relations Victoria, the Victorian Government agency responsible for management of industrial relations with the State’s employees, has attended four of those conferences.

**[6]** It is clear to me bargaining will be unlikely to meaningfully progress without the capacity of FRV to put forward a detailed monetary proposal for consideration of the UFU and other employee bargaining representatives. What is ultimately put forward by the FRV for consideration of the UFU and employees is likely to be a function of the Victorian Government wages policy which is presently under review following its re-election in November 2022. I note that the parties are currently bargaining under the 2019 wages policy.

[7] While the UFU has put forward with some clarity the monetary claim it seeks the FRV consider and agree to the FRV has been unable to respond with a firm offer for consideration by employees.

[8] The nature of the claims being made by the UFU are such that any response by the FRV would need to be with reference to the existing Wage Policy's "Pillar 3" permitting "Additional changes to allowances and other conditions (not general wages)" but conditioned with Government agreement "that the changes will address key operational or strategic priorities for the agency, and/or one or more of the Public Sector Priorities". I accept that until an updated or amended Victorian Government Wages Policy is released there is to be no presumption either that the "Pillar 3" construct will continue or will continue unaltered.

[9] The subject of bargaining is also being affected by the matters that are the subject of another application presently before me, being a claim from the UFU for an efficiencies allowance (matter number C2022/5683) which is programmed for hearing in the week commencing 27 February 2023. The Efficiencies Allowance matter is predicated on a claim by the UFU that efficiencies generated by employees for the FRV as a result of the integration of the pre-existing MFB and CFA fire services are considerable and to such a degree as to merit a gainsharing distribution to employees. That matter can and will be determined by the Commission separately to bargaining, but that is not to say that the matter ought to be separate from bargaining.

[10] I make that observation since some of the matters that might justify consideration by the Victorian Government for additional changes to allowances and other conditions by virtue of its Wages Policy's "Pillar 3" have similarity to the reasoning requiring consideration in the Efficiencies Allowance matter. Because of such situation it is likely that consideration of an employer wages proposal by either party will be affected by that party's perspective as to what may flow from the Efficiencies Allowance hearing. It is likely that both parties will use a risk assessment about the Efficiencies Allowance proceedings to determine what should be offered or accepted in bargaining.

[11] I perceive from those circumstances that both parties will try to hedge their bets in the giving and consideration of proposals, meaning that an early conclusion to bargaining will probably be unlikely. That potential of an indefinite impasse, coupled with the fact that bargaining has already been underway for a considerable period, leans toward encouraging all concerned to find ways to bring bargaining to a conclusion as quickly as they can.

[12] I also note, pertinent to the matter of bargaining, that protected industrial action is in place in the FRV, albeit with both parties suggesting that the present action does not have great impact on the FRV generally and little or no impact at all on service delivery to the community. However, the fact that there is protected industrial action of some type with the potential for there to be escalating disputation as time goes by if the matter is not resolved also leans to the desirability of an early conclusion to bargaining.

[13] The nature of these proceedings, though, is such that an early resolution to bargaining will require a firm monetary offer to be put by the FRV to the UFU in the near future. Of course, such can only be done in the event the FRV is authorised by the Victorian Government to do so.

[14] As a result, I consider to be incumbent on the FRV, and through it the Victorian Government, to put forward a firm wages proposal to the UFU and other employee bargaining representatives for their consideration of the earliest opportunity and, preferably, one that is capable of encompassing the matters that are within the scope of the Efficiencies Allowance claim. That is not to suggest there should be an uncritical adoption of the union's position in respect of either its bargaining claim or the Efficiencies Allowance claim. However, I do suggest that such proposal as is put forward engages with and endeavours to address both matters.

[15] I note the next conference in relation to the FRV's bargaining dispute application is scheduled before me on Friday 24 February 2023 at 2 PM.

[16] I consider it desirable that before that date and time the parties endeavour to resolve to finality all of the non-wages matters that have been under discussion in the conciliation conferences to date. In particular I request that they meet on that subject before the next conference, discussing all remaining non-wages matters.

[17] I also encourage the FRV and those that it is required to consult with in order to form its instructions to have a firm wages proposal to provide to the UFU and the Commission on or before the date of the next conciliation conference.



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COMMISSIONER

Printed by authority of the Commonwealth Government Printer



20 March 2023

LC-14

Gavin Freeman AFSM  
Fire Rescue Commissioner (Acting)  
Fire Rescue Victoria  
By email only: [Gavin.Freeman@frv.vic.gov.au](mailto:Gavin.Freeman@frv.vic.gov.au)

Dear Commissioner Freeman,

### Draft FRV/UFU Operational Staff Agreement Version 13

I write to you to provide Version 13 of the draft FRV/UFU Operational Staff Agreement (**enclosed**). The updates in Version 13 are the product of further agreement between UFU and FRV that have been the subject of discussion between UFU and FRV in recent months.<sup>1</sup>

Importantly, this draft Agreement in its current format is the culmination of a number of years of work between UFU and FRV representatives as follows:

- From July 2020 to 26 April 2022, there were at least **32** bargaining meetings.
- From 26 April 2022 to end of 2022, there have been a further **32** bargaining meetings. This includes bargaining meetings between UFU and FRV representatives alone.
- This year, there have been a further **7** bargaining meetings.

Bargaining for this Enterprise Agreement has also been the subject of two s. 240 Applications – the UFU's Application in 2021 (**B2021/1057**) and FRV's Application in 2022 (**B2022/1676**) of which:

- 6 Conferences were held before Commissioner Wilson in B2021/1057; and
- 7 Conferences have been held thus far before Commissioner Wilson in B2022/1676, with more expected as UFU and FRV continue to bargain over wages.

Hundreds of emails (including documents) have been exchanged between UFU and FRV representatives to date and that work is reflected in some 281 clauses and 41 Schedules of the draft Agreement.

277 out of 281 clauses and all schedules have been agreed between UFU and FRV, with many clauses already implemented. The agreed clauses are highlighted in green in the enclosed Version 13.

More broadly, this draft Agreement reflects the future of Fire Rescue Victoria and the vision that both UFU and FRV share in realising a strong professional fire service for Victoria. The UFU considers the work to date as a significant achievement and will express such to the UFU membership shortly.

The UFU acknowledges that there is further specific work to do on the quantum of wages and allowances. The UFU looks forward to productive discussions with FRV.

For any queries, you are welcome to contact me directly on 0419 127 004.

Yours Sincerely,

**Peter Marshall**  
Branch Secretary

<sup>1</sup> See documents "UFU Table of Changes in Version 13" and Version 13 of the draft Operational Staff Agreement (both dated 20 March 2023)





# STATEMENT

*Fair Work Act 2009*  
s.240—Bargaining dispute

**Fire Rescue Victoria**

v

**United Firefighters' Union of Australia**  
(B2022/1676)

COMMISSIONER WILSON

MELBOURNE, 19 JUNE 2023

## *Statement*

[1] Bargaining for a replacement to the *Fire Rescue Victoria Operational Employees Interim Enterprise Agreement 2020* (the 2020 Agreement) has been underway for some time now. Bargaining has mainly taken place outside of the Fair Work Commission with claims and responses being discussed and resolved between the parties in an orderly and constructive manner. There have also been 11 conferences chaired by the Commission since an application for assistance with a bargaining dispute was lodged by Fire Rescue Victoria on 4 November 2022.

[2] Bargaining has progressed very well to the point that the UFU and FRV now report that since the last conciliation conference held on 27 April 2023 all outstanding matters have been resolved, save for the matter of an offer for increases to wages and related monetary allowances.

[3] The constructive flow of bargaining has been assisted by mutual commitments between the main actors in the negotiations, Fire Rescue Victoria (FRV) and the UFU to constructively facilitate the formation of the FRV in July 2020 after the merger of the Metropolitan Fire and Emergency Services with the professional firefighting operations of the Country Fire Authority. The constructive industrial relations climate since 2020 has allowed, so I have been informed in the conciliation conferences held, for significant organisational and operational changes to be made faster than otherwise may be the case and with potentially greater effect, including financial effect. The UFU points to these matters as not only a justification for its wages and allowance claims but also as a reminder that continued constructive cooperation cannot be taken for granted. The UFU also points to the fact that cooperation in negotiations has taken place against the fact that the relevant parts of the 2020 Agreement all passed their nominal expiry date no later than 1 July 2019.

[4] Shortly before the last conciliation conference, held on 27 April 2023, the Victorian Government announced details of its updated Wages Policy and Enterprise Agreement Framework. Until the new policy was announced in April 2023 and then later documented bargaining on the matter of the union's monetary claims had been unable to progress as there

was both a lack of clarity about the quantum of increase that could be considered by FRV as well as that FRV had no authority to put forward a wages proposal for the UFU's consideration.

[5] It is no understatement to record that the whole 8-month life of this file has been featured by statements throughout that a comprehensive wages and allowance offer from FRV to the UFU is "imminent". The file started that way, and it remains so now.

[6] There is a need for FRV and those who instruct them to take the imminence of a wages proposal beyond rhetoric and make a proposal to the UFU and other employee bargaining representatives in the near future which properly responds to their claims. The publication of the Victorian Government's Wages Policy and Enterprise Agreement Framework clears the way for such an offer to be made and it behoves FRV to ensure an offer is communicated in the very near future.



COMMISSIONER

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**PRIORITY MATTERS**

REFERENCE (CLAUSE)	CLAIM
CI 13, Division 1 – Senior Operational Rank Alignment	UFU claim provides for a slightly amended clause (from current Enterprise Agreement). Acknowledges work to date in FWC (alignment of wages) and work to do, for example, annual leave harmonisation.
CI 49.3, Division 1 – Day Relief and Relieving Duties	Relief for all absences. This clause derives from Division 3 and has been inserted into Division 1 for consistency and for harmonisation purposes.
CI 55, Division 1 – Firefighters Registration Board	Employer(s) and UFU previously agreed to Registration Board. Refer to Interim Operational Agreement 2020. The UFU claim provides detail regarding the Board itself noting that it is separate to both UFU and FRV.
CI 61, Division 1 – Income Protection	Clause provides additional detail from 2018 FWC matter regarding income protection (ie. specifies income protection provider PROTECT). UFU claim for income protection for non-Firefighter classifications covered by Operational Staff Agreement.
CI 62, Division 1 – Health Insurance	Claim for health insurance for members covered by Operational Staff Agreement. Claim for scheme to be wholly funded by FRV. UFU envisions similar arrangement to income protection, for example. Claim/clause provides for matter to be referred to FWC for determination (regarding type and extent of scheme) in the event that there is no agreement between UFU and FRV.
CI 69, Division 1 – Public Transport for FRV Employees	UFU claim provides for FRV to commit to entering into an agreement with PTV for yearly passes for members covered by the Operational Staff Agreement. The UFU considers this to be a 'green initiative' and would encourage public sector employees to 1) utilise the public transport system and 2) utilise environmentally friendly modes of transport.
CI 75, Division 1 – Marine (cl 75.10 – Coxswain Allowance	UFU claim for qualifications allowance for coxswains.
CI 84, Division 1 – Transition to Retirement (Payment of accrued but untaken personal leave in advance)	UFU claim for payment of accrued but untaken personal leave in advance. This concept has previously been approved by Vic Govt (in the context of another emergency service) and the UFU considers the claim reasonable in the context of long-term leave resulting in promotional courses run too late, an inaccurate number of senior ranking personnel available to the organisation, among other things. Claim provides for an employee with a non-work related illness or injury, who has not exhausted accrued personal leave, applying for payment of accrued but untaken personal leave in advance. Requires early discharge from service on medical grounds. The employee will choose the medical practitioner who provides the evidence. The evidence must show either: the employee is unfit for all duties in FRV and is likely to continue to have no work capacity or employee is unfit to return to their current position and the medical limitations or restrictions are likely to continue indefinitely. Employee

## Without Prejudice

### UFU Log of Claims – Explanatory Document tabled at Bargaining meeting 3 May 2022

	will have access to personal leave of up to a maximum of 52 weeks, calculated at the employee's rate of pay at date of termination, Superannuation contribution also flows.
Clause 89A, Division 1 – Workcover Claims Officer	UFU claim is for the establishment of a dedicated Workcover Claims Officer to manage WorkCover claims and oversee case management for Operational members. This claim is made in the context of ongoing WorkCover claims whereby the organisation is failing to contact/keep in touch with members on WorkCover, particularly extended WorkCover.
CI 95.6, Division 1 – Amenities (Wifi at work locations).	UFU claim for wifi at FRV work locations.
CI 102, Division 1 – Payment of Overtime ( <i>cil 102.2 and 102.3 – penalty for not paying OT</i> )	In the context of numerous failures to pay members' overtime owed on time, this UFU claim imposes a penalty on failure to pay overtime within the 3 week period currently specified. The claim provides for two time periods: After 3 weeks but within 2 months; and after 2 months.
CI 132.13, Division 1 - Ladder Platform Operator Allowance.	UFU claim for qualifications allowance.
CI 132.18, Division 1 – Incident Management Team (IMT) Responsibility Allowance	UFU claim for qualifications allowance.
CI 161.7.2, Division 2 – Special Duties Allowance for SO/SSOs at District Stations	The UFU claim relates to the additional duties expected of Division 2 SOs and SSOs in the context of Fire Services Reform, expanded or growing districts, additional personnel (such as from Division B, or Division A for changed districts).
CI 177, Division 2 – Higher Duties CI 215, Division 3 – Higher Duties	The UFU claim is with respect to recognising time served at rank when appointed to a substantive rank.
CI 236, Part D (CTSOs), Division 3 – Breaks	The UFU claim provides for meal break to be paid if FRV directs work during said meal break.
CI 246, Part E (PE Techs), Division 3 – Breaks.	The UFU claim provides for meal break to be paid if FRV directs work during said meal break.
CI 253, Part F (PAD Operators), Division 3 – Wages and Conditions	Refer to <i>ci 253.4 – Future recruitment of PAD staff</i> . This is to ensure no repeats of previous issues with FRV with respect to external recruitment. This claim ensures process to be followed.
Division 4 – Fire Safety Officers	The UFU claim is to include Fire Safety Officers (and the three Fire Safety Coordinators) in the Operational Staff Agreement. Note: The UFU is currently analysing the FSO Log of Claims and may make changes to Division 4. The UFU requests that this matter (Division 4) is discussed at a later date and once the analysis of the Division is finalised.
Schedule 33 (Division 3) – Commander Relief	Tables have been updated to reflect current practice. UFU claim also for Division 3 personnel seconded to CFA, appointed to CFA HQ and holding state responsibilities, to be classified as ACFO classification.

**Without Prejudice**

**UFU Log of Claims – Explanatory Document tabled at Bargaining meeting 3 May 2022**

<b>Other</b>	<ul style="list-style-type: none"><li>• <b>Schedule 1:</b> 5-year staffing claim not included in Log of Claims (due to size) but has previously been shared with FRV in the context of discussions about fireground safety. UFU can provide at next meeting (10 May 2022) as separate document.</li><li>• <b>Wages &amp; Allowances:</b> Claim not included. To be finalised.</li></ul>
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**Without Prejudice**  
**Status Document (reflecting final UFU position) – as at 28 March 2022**  
**B2021/1057**

2020 OPERATIONAL STAFF AGREEMENT - V8 CLAUSE	PARTY PROPOSING MOST RECENT CLAIM/CHANGE	STATUS & ACTIONS AS AT 22 MARCH 2022	IS THERE AN EXISTING CLAUSE IN THE OPERATIONAL STAFF AGREEMENT (MFB/CFA)?
CI 49.3, Division 1 – Day Relief and Relieving Duties (relief for all absences)	Proposed by UFU and included in draft Agreement.	<b>Reserved matter for formal bargaining.</b>	In CFA Agreement.
CI 55, Division 1 – Firefighters Registration Board	Proposed by UFU and included in draft Agreement.	<b>Reserved matter for formal bargaining.</b> UFU to make changes to draft clause as per discussions with FRV.	There is an existing clause in both MFB and CFA Agreements with less detail than proposed UFU clause.
CI 61, Division 1 – Income Protection	Proposed by UFU and included in draft Agreement.	<b>Reserved matter for formal bargaining</b> (item pertaining to non-FF classifications only. All other parts of clause agreed).	There is an existing clause in both MFB and CFA Agreement however with less detail.
CI 62, Division 1 – Health Insurance	Proposed by UFU and included in draft Agreement.	<b>Reserved matter for formal bargaining.</b>	No.
CI 69, Division 1 – Public Transport for FRV Employees	Proposed by UFU and included in draft Agreement.	<b>Reserved matter for formal bargaining.</b>	No.
CI 84, Division 1 – Transition to Retirement (Payment of accrued but untaken personal leave in advance)	Proposed by UFU and included in draft Agreement. <b>FRV to propose amendments.</b>	<b>Reserved matter for formal bargaining.</b>	There is an existing Transition to Retirement clause in both Agreements however the item in dispute here pertains to a new sub-clause (“Payment of accrued but untaken personal leave in advance”).

**Without Prejudice**  
**Status Document (reflecting final UFU position) – as at 28 March 2022**  
**B2021/1057**

2020 OPERATIONAL STAFF AGREEMENT - V8 CLAUSE	PARTY PROPOSING MOST RECENT CLAIM/CHANGE	STATUS & ACTIONS AS AT 22 MARCH 2022	IS THERE AN EXISTING CLAUSE IN THE OPERATIONAL STAFF AGREEMENT (MFB/CFA)?
Clause 89A, Division 1 – Workcover Claims Officer		Reserved matter for formal bargaining.	No.
CI 102, Division 1 – Payment of Overtime ( <i>cll 102.2 and 102.3 – penalty for not paying OT</i> )	Proposed by UFU and included in draft Agreement.	Reserved matter for formal bargaining.	No.
CI 161.4, Division 2 – Allowances and Reimbursements General ( <i>petty cash system</i> )	FRV proposed amendments. UFU presses its original claim.	Reserved matter for formal bargaining.	Yes.
CI 161.7.2, Division 2 – Special Duties Allowance for SO/SSOs at District Stations	Proposed by UFU and included in draft Agreement.	Reserved matter for formal bargaining.	No.

**Without Prejudice**  
**Status Document (reflecting final UFU position) – as at 28 March 2022**  
**B2021/1057**

2020 OPERATIONAL STAFF AGREEMENT - V8 CLAUSE	PARTY PROPOSING MOST RECENT CLAIM/CHANGE	STATUS & ACTIONS AS AT 22 MARCH 2022	IS THERE AN EXISTING CLAUSE IN THE OPERATIONAL STAFF AGREEMENT (MFB/CFA)?
CI 162, Division 2 – Recreation/Annual Leave (Clause 162.3.2 – Negative annual leave balances)	Proposed by UFU (existing clause) and included in draft Agreement.	<b>Reserved matter for formal bargaining.</b>	Yes.
CI 177, Division 2 – Higher Duties CI 215, Division 3 – Higher Duties	FRV proposed amendments to this clause in December 2020. See <i>document</i> .	<b>Reserved matter for formal bargaining.</b> FRV indicated will concede UFU claim that time served at rank counts when appointed to substantive rank, provided person acting up is paid on commencement rates. <b>Other matters (but not entire clause) to be reserved for formal bargaining.</b>	Higher Duties clauses exist in both Agreements but both UFU and FRV are pressing new claims.
Division 4 – Fire Safety Officers	UFU provided amended cl 263.3	<b>Reserved matter for formal bargaining.</b> Note UFU provided <b>amended clause 263.3</b> on 2 February 2022 to address FRV concerns re replacing (grandfathering) civilian positions with day-working firefighters over time.	No. Part of different Enterprise Agreement (FRV (Former CFA) PTA).
Schedule 33 (Division 3) – Commander Relief	FRV reviewed Schedule.	<b>UFU to refer matter (final line of Schedule only) to Registration Board.</b>	



**Proposed Fire Rescue Victoria, United Firefighters Union Operational Staff Agreement 2023**

This document sets out benefits to staff and FRV and relevant estimates associated with same which could underpin the terms of a potential settlement for this bargain.

FRV is advised that any eventual proposed settlement position from FRV will need the approval of the Minister for Emergency Services and ERC.

The numbers set out below are yet to be formally confirmed by the Government and are the subject of continuing review by the relevant departments.

The numbers assume an EA commencement date of 1 October 2022 which has now passed. The number will change consequent upon any new agreed commencement date. This will effect the numbers to some degree because of the way different initiatives are split over portions of the first and last financial years, and where any pay increase falls (below assumes 1 October each year).

Benefits to staff (funded by Pillar 3 considerations)									
Item	Description	Methodology	Clause number (Amended v12)	2021-22	2022-23	2023-24	2024-25	2025-26	Total
Fire investigation	Increase Div B allowance to 4.5% in line with Div B	Apply higher rate to Div B recipients and calculate delta between current and higher rate	134.5		327,649	404,899	412,997	70,153	<b>1,215,698</b>
Parental leave	Secondary caregiver from 1 to 4 weeks	Multiply past expenditure by 3	131		897,670	1,228,686	1,253,260	212,883	<b>3,592,499</b>
Income Protection for non-FF staff	Self-explanatory (potential to apply after 8 months)	Apply proposed reimbursement to non-ff operational employees	61			418,554	426,925	72,519	<b>917,998</b>
Long Duration Breathing Apparatus	New allowance	Multiply proposed allowance by number of presently qualified staff	134.13		82,406	113,347	-	-	<b>195,753</b>
Commander Secondment Qualification Allowance	New 5% allowance for Div A SSO staff with relevant qualification (similar already exists in Div B).	Previous estimates resulted in a saving - they were carried out on the idea that a current Div B allowance would be subject to new skills maintenance requirements that would apply to a new allowance and consequently some of those receiving the current allowance would cease to receive it. However, the UFU has not agreed to make the current allowance subject to the relevant skills maintenance requirements. As such, there is no saving on the current allowance to offset the new allowance. So the item would now represent a cost of approx. 400k over 3 years.  Multiply allowance by number of expected recipients (9 per year), and apply 10% drop off for skills maintenance each year.	135		54,152	139,520	142,311	56,039	<b>392,021</b>
RCRS Allowance	New allowance (Division A)	Multiply proposed allowance by number of Div A ff	136		1,233,397	1,696,488	1,738,900	295,375	<b>4,964,160</b>
Coxswain allowance	New allowance	Multiply proposed allowance by number of presently qualified staff	134.11			50,265	51,270	8,709	<b>110,243</b>
IMT allowance	New allowance	Multiply proposed allowance by number of presently qualified staff	134.19		403,567	563,430	428,269	98,099	<b>1,493,365</b>
Ladder Platform allowance	New allowance	Multiply proposed allowance by number of presently qualified staff	134.14		1,216,175	1,664,640	1,697,933	288,416	<b>4,867,164</b>
Other potential items funded by Pillar 3 considerations	Pillar 3 of the wages policy provides for additional benefits (such as those above) where an agency is able to demonstrate that the EA is fiscally sustainable and fully funded from capped indexation, revenue and/or appropriate cost offsets (such as those set out below).								

<b>Total</b>				<b>4,215,017</b>	<b>6,279,830</b>	<b>6,151,865</b>	<b>1,102,191</b>	<b>17,748,903</b>
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<b>3<sup>rd</sup> Pillar contributions – wages policy compliant</b>									
<b>Item</b>	<b>Description</b>	<b>Methodology</b>	<b>Clause number v12</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>	<b>Total</b>
Senior Station Officer (Div 3)	The proposed EA requires Div 3 SSO's to be 'appointed' to a position before they can be paid at the SSO rate. Currently, Div B SSOs are eligible for SSO payment as soon as they are qualified and have the relevant experience, and there is no requirement they be appointed to an SSO position.	<p>Earlier estimates have been amended from \$221k over 3 years to \$3.495M over 3 years and over 6 years - \$34.345M.</p> <p>The correction to \$3.496M was made as a result of UFU submissions to the effect that the calculation reflected a weekly rather than annual amount.</p> <p>However, the costings have now been corrected again to \$270k over 3 years because the previous costings were based on the relevant number of e'ee's x the SSO rate. Calc should be number of e'ee's x delta of SSO and SO rate.</p>	193.3.9		-	-	236,455	40,165	<b>276,621</b>
Long Distance Deployments (Strike Teams)	Change to the way OT is paid on wildfire deployments such that OT is only paid on hours in excess of 42 hours in a week, where they are currently paid on any hours that do not coincide with the otherwise rostered shift (OT element).	<p>Previous estimates were based on:</p> <ol style="list-style-type: none"> <li>the removal of a current entitlement to 12-hours of leave for each night spent on deployment (TOIL element), and</li> <li>a change to the way OT is paid on wildfire deployments such that OT is only paid on hours in excess of 42 hours in a week, where they are currently paid on any hours that do not coincide with the otherwise rostered shift (OT element).</li> </ol> <p>The UFU have agreed to include the OT element in the new EA, but not the TOIL element. The OT element on its own is estimated to save approximately \$4.5 million over 3 years. Was difficult to estimate – applied 50% reduction on wildfire OT spend per advice from Ops.</p>	138		1,201,617	1,612,463	1,644,713	279,376	<b>4,738,168</b>
Change of Residence	Item represents the difference between paying all 'relocation assistance' claims under the EA provisions without limitation, and the more restrictive approach articulated in policy contemplated by the clause and also reflected in Roe recommendations hitherto accepted by UFU.	Arrived at per recommendation of Mr Roe	134.21		1,063,956	1,427,735	1,456,290	247,370	<b>4,195,352</b>
Fleet Technology	Estimated savings arising from changes to and harmonization of technology relating to appliances (eg. move to rear mounted pump). Agreed at CC.	In the last 2 years former MFB have delivered 6 (by end of October) new pumper tankers (\$1M each), this was the 2nd order of 6 of a common design of 12, however they were manufactured by two different suppliers, the benefits provided for on the detailed common fleet estimates sheet provided by fleet, is a comparison of the benefits of not ordering small quantities of 6 from different suppliers.	18,23,		94,969	127,440	127,440	21,647	<b>371,496</b>

**WITHOUT PREJUDICE – STRICTLY CONFIDENTIAL**

		These are the same design tanker and some of the benefits of common design is being achieved, such as workshop and fire fighter training and consultation saving an estimated \$127,440.							
Harmonisation of Committees	All MFB and CFA committee members rationalized /consolidated	Difference between what CFA and MFB would have spent on committees over a 3-year period compared to what FRV will/would spend due to the effective halving of committees over a 3-year period.  Methodology based on the following: Facilitation of the CC and Sub committees in each agency (Ex-CFA and EX-MFB) required 12 chairs and 120 committee members. Conservative estimate, the 12 Committees generally met on average 4 hrs. per month and chaired by ACFOs and members from the ranks of SO to Cmdr. Only one set of meetings now required - so resourcing no longer required; it will be 12 ACFOs a month at approx. 67 k per annum, and the standing committee members (approx. 9 per committee) at approx. 400k pa. plus, on costs. \$384,559 each year ongoing. \$1,196,527 saving over 3 years confirmed by Finance. \$384,559 each year ongoing.	18		369,626	377,019	384,559	65,322	<b>1,196,527</b>
Emergency Medical Response – training and allowance changes	<ol style="list-style-type: none"> <li>combine first aid training with EMR training for Div B staff; and</li> <li>provide EMR training at regional centers instead of in the city (Burnley) consequently reducing travel and related entitlements; and</li> <li>Grandparent current Div B arrangement whereby Div B staff can receive both EMR and first aid allowance and apply Div A approach whereby staff may only receive one or the other.</li> </ol>	<p>1 and 2 carried out by training department based on analysis of location etc of participants and training delivery costs.</p> <p>Number 3 is based on average number of Div B recruits per year over last 2 financial years (66.5) multiplied by first aid allowance plus on-costs and indexed per wages policy increases of 2% = \$274,086 over 3 years.</p> <p>Total prior to 3<sup>rd</sup> element was \$8,182,523 so difference of \$277,547.00 – additional \$3k which could be a product of indexation being applied by finance at different stages – not just after each 12 months which would be more accurate.</p>	80		1,833,758	3,016,450	3,076,779	533,084	<b>8,460,070</b>
Introduction of Trigger Figures for Division B Firefighters/Officers	The estimated saving arises out of the deletion of a requirement of the current EA (Div B – cl 77.8.3) to run 3 SO training course per year and instead apply so called trigger figures per Div A	Original estimate was \$11,108,225.00. Was based on assumption would run all 3 per div B EA against none per new arrangement. Per request from DTF have recalculated based on assumption may still run one course per year under new arrangements so saving based on 2 training courses and difference between LFF and SO rate x 48 per year.	80		1,589,931	2,488,680	2,843,813	483,059	<b>7,405,483</b>
<b>Total</b>					<b>6,153,858</b>	<b>9,049,788</b>	<b>9,770,049</b>	<b>1,670,023</b>	<b>26,643,718</b>

FRV's stated position is that the below measures should be considered by Government in relation to the overall enterprise agreement outcomes. However, as these items do not represent cash offsets, they cannot be relied on by FRV as offsets under the Wages Policy. Should Government determine that further benefits arise from the below measures, this will require additional Government funding.

Other measures									
Item	Description	Methodology	Clause number (Amended v12)	2021-22	2022-23	2023-24	2024-25	2025-26	Total
Journey accident cover	Amendment to current entitlements to limit entitlement to cover of damage to private vehicles consistent with current agreed policy	Calculation originally carried out in 2021 and based on CFA/MFB claims experience vs average total claim (not excess only) in Aust. May need to update per more recent claims experience – but if so not expecting material change.	105		91,346	122,579	125,030	21,238	<b>360,193</b>
Uniforms	This represents the difference between what FRV would have to spend on uniforms for former CFA staff if it was to allocate uniforms using the same method CFA did, compared to the method of allocation used by the MFB (which FRV has adopted across the board). Essentially, in CFA, staff could access their yearly allocation of items as they liked (without any limit). In MFB, staff could access up to their yearly allocation on a wear and tear (1 item for 1 item) basis.	Methodology provided by relevant department – very detailed and previously provided to UFU.	200		3,057,594	4,103,021	4,103,021	696,951	<b>11,960,587</b>
Attendance at training facilities	The numbers represent the difference (over a 3-year period) between penalties (85.11 Div A – and Div B equivalent) for attendance at training facilities under the current EA and the travel penalties would be applied under the proposed EA.  The numbers also represent costs associated with backfilling leave (over a 3-year period) under the attendance at training provisions of the current EA.	Methodology detailed and previously provided to UFU	134.22		17,162,591	23,030,683	23,491,297	3,990,302	<b>67,674,873</b>
Special Rosters	The values represent the difference between the penalties which apply under the current agreement in relation to rostering senior officers and those which would apply under the proposed agreement.	Methodology detailed and previously provided to UFU	185, 223		2,398,590	4,929,519	5,028,109	854,090	<b>13,210,307</b>
FRV Station Design	Represents difference between building a Div B station (x 5) under CFA station design guidelines (as per EA) and anticipated new FRV station design guidelines based on agreed new schematic. The old station design included room for volunteers, and the new design does not because they will not be housed in these stations.  This reflects the in principle agreement reached for a new single infrastructure agreement based on an agreed new schematic for station design.		97						
Interdivisional Firefighter Program (IFP)	Item has 2 elements.	Previous estimates related to the introduction of a training program to enable firefighters to work across both former CFA and former MFB locations without having to complete the 15 day course prescribed – UFU agreed to this	51.10		641,706	1,016,309	1,016,309	172,633	<b>2,486,957</b>

	<p>1. Ability to have staff fill short term vacancies across divisions; and</p> <p>2. Difference between agreed 4 day training course and closest equivalent ISOS course of 15 days.</p>	<p>concession. The first number (\$13 million) represents the difference between what it would cost FRV to run the relevant number of firefighters through the old (current) 15-day course compared to the new 2 day on site and 2 day at station course. The 15-day course is still conducted but the shorter course is designed to provide earlier flexibility. Absent the UFU concession this flexibility would not be possible.</p> <p>IFP pool - 40 officers and 36 FFs trained in 2021; and it's estimated that 160 additional firefighters (80 FFs and 80 officers) will be trained in 2022.</p> <p>The estimates represent use of an IFP FF who is on relief or above strength and the benefit FRV will get out of using an IFP FF to fill a vacancy who lives closer to the location. Previous estimates are based on the number of staff we assumed we could run through the course in a year. However, we have now had some experience of this course and can now project the number of people we can run through the course based on that experience.</p> <p>In short, we previously assumed we could run 800 per year through the shorter course (4 days – 1 on shift), and about 250 per year through the longer course (15 days). We then compared the per person cost of running this number of people.</p> <p>We have now adjusted the numbers to reflect the fact that this financial year we expect to run 212 people through the shorter course. We then estimated that if we were running the 15 day course we would run about 1/3 of that amount through the course.</p> <p>FRV intend to add this course on to all promotional courses and as such anticipate the number of people who complete the course to increase by approximately 100 in the following financial years. The upshot of all this is that (including the Roe recommendation component of this estimated saving) the saving is now estimated at \$2,846,957.00 (down from \$4,186,685.00)</p>							
Day Relief	Current requirement to backfill all absence for Div B day workers. The new EA suspends the obligation and makes it subject to consultation.	Complicated methodology – but essentially takes total number of div B days of leave for relevant ranks and applies backfill accordingly. Note the calculations assume entitlement will be removed via consultation provided for under new clause so should be treated with caution.	49		5,489,361	7,513,562	7,663,834	1,301,802	<b>21,968,559</b>
<b>Total</b>					28,841,188	40,715,673	41,427,600	7,037,016	117,661,476

<b>One off savings</b>		
Hose Rationalisation		\$418,000.00
Replacement of Hose		\$100,000.00
	<b>Total</b>	<b>\$518,000.00</b>



**Tonia Sakkas**

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**From:** Laura Campanaro <org1@ufuvic.asn.au>  
**Sent:** Tuesday, 7 March 2023 7:13 PM  
**To:** Gavin FREEMAN  
**Cc:** Peter Marshall  
**Subject:** UFU v FRV: Fair Work Commission Matter C2022/5863 [UFU LETTER TO FRV]  
**Attachments:** 23-07-03 UFU to FRV.pdf; 23-03-07 Attachments.pdf

Dear Acting Commissioner Freeman,

Please find **attached** correspondence sent on behalf of Branch Secretary Peter Marshall.

Regards,

**Laura Campanaro**

**United Firefighters Union**

Victorian Branch

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7 March 2023

Gavin Freeman

Fire Rescue Commissioner (Acting)

Fire Rescue Victoria

**By email only:** [Gavin.freeman@frv.Vic.gov.au](mailto:Gavin.freeman@frv.Vic.gov.au)

Dear Acting Commissioner Freeman,

**UFU v FRV: Fair Work Commission Matter C2022/5863**

I write to you in relation to a development that has undermined the prospect of ongoing co-operative industrial relations between the UFU and the FRV.

Since 2020, the UFU has facilitated FRV's harmonisation and progression of changes to key entitlements including Relocation Assistance, Special Rosters, Attendance at Training, Strike Teams, as well as other items such as introducing the IFP program, harmonising appliances and harmonising consultation.

As you are aware, the UFU's participation in the above processes was on the basis that FRV employees would be paid from the efficiencies realised by such changes.

As you are also aware, the UFU experienced significant pushback from the wider membership as a result of the changes to their entitlements and the introduction of new work practices. However, the UFU organised its members to manage their concerns on the basis that the benefits realised would ultimately flow to FRV employees.

The processes of harmonisation and achievement of efficiencies could not have been achieved without the participation and co-operation of the UFU.

For example, see my **enclosed** letter to Deputy Commissioner Brown of 31 August 2020 in which I confirmed my understanding that "*the benefits of fire service reform can already been seen with the organisational structure and removal of organisational barriers to the greater FRV resource pool*". I requested the FRV to provide to the UFU with "*information regarding these improvements and efficiencies*" including in respect of service delivery. I asked for that information because of the agreement to flow those benefits on to FRV employees.

Please also see the **enclosed** Bulletin to UFU members dated 31 January 2022 in which the UFU informed its members that the UFU "*has today written to FRV seeking agreement from FRV to commence the process of clause harmonisation. This process will facilitate breaking down the existing industrial, geographical, and legal barriers between the two Enterprise Agreement Divisions*".





The UFU sought to have the efficiencies that have resulted in cost savings to the FRV paid to operational staff as early as 2021. Nothing has been forthcoming since.

The UFU served its Log of Claims for a new operational staff agreement on 30 November 2020. The existing agreements have nominally expired, and operational staff have not had a pay increase since 1 January 2021.

The UFU originally applied to the Commission in November 2021 because the FRV had failed to “*provide costings of the monetary value for efficiencies arising from FRV’s efficiency clauses*” in the context of negotiating a new operational staff agreement. Again, the UFU sought that information because of the agreement to flow those benefits on to FRV employees.

After six months of negotiations in the Commission, FRV failed to make an offer to the UFU. It continually referred to the fact that the Government would issue a new Wages Policy, however, that has not been forthcoming. It is now over 15 months since the UFU applied to the Commission, and the FRV has failed to make an offer on wages.

On 15 August 2022, the UFU applied to have the efficiencies paid by way of an allowance. The allowances clauses had been used by the parties for a wide range of payments in the past, including for income protection in circumstances where firefighters were injured outside of working hours.

The FRV engaged in a number of conferences with the UFU over the efficiencies allowance. During that time, the Commission asked the FRV “*whether the FRV agrees in concept to the introduction of an “efficiencies allowance”*”. The FRV answered “yes”.

The FRV was also asked by the Commission “*whether the FRV agrees such allowance may be founded on the savings achieved from the 19 elements set out in the UFU’s document dated 20 September 2022*”, being the efficiency items identified. The FRV answered “yes” subject to there being no ‘double-dipping’ (which was agreed to by the UFU).

The Commission also asked the FRV whether, where an efficiency was realised (achieved), “*can that element be the subject of an efficiencies allowance?*”. The FRV identified at least six elements that “*can be the subject of an efficiencies allowance*”.

It therefore came as a great surprise that, during the hearing on 27 February 2023 after the Minister intervened to argue that the allowances clauses in the Agreement could not be used to claim efficiency savings, the FRV informed the Commission that “*jurisdiction is not conceded by the FRV*”.<sup>1</sup>

The Minister’s intervention was granted. As a result of this, the UFU and its members (98% of FRV’s operational workforce) had their hopes of having their case heard that week defeated.

The UFU members and I are extremely disappointed in the FRV’s decision to resile from its position after the extensive time and effort the UFU and its members committed to this process. The UFU members are rightly asking me why they agreed to assist the FRV when the FRV has

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<sup>1</sup> Transcript of 27 February 2023 at PN330.



continuously failed to make an offer on wages, and failed to confirm before the Commission that the FRV conceded there was jurisdiction as it had done previously.

### **FWC Conference**

At the conference before Commissioner Wilson on 28 February 2023, the UFU proposed that the matter be adjourned to allow bargaining to proceed unimpeded by an argument over the payment of an efficiencies allowance.

The UFU sought a demonstration of *bona fides* which involved the FRV's consent to vary the *Fire Rescue Victoria Operational Employees Interim Enterprise Agreement 2020* pursuant to s 217 of the *Fair Work Act 2009* to reflect that which was agreed in bargaining over a year ago – if the matter was not able to be progressed in bargaining.

The parties agreed to the following clause in February 2022:

#### ***PRODUCTIVITY***

*22.1. 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 18 and not be at the expense of maintaining a safe working environment or reducing public safety in any way.*

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

*22.3. To realise Fire Services Reform and the successful implementation of Fire Rescue Victoria, the parties agree to continue to work towards harmonisation of processes, etc. for employees covered by this Agreement. Such harmonisation will be implemented via Clause 12 – Alignment and Clause 18 - Consultation. The parties agree that any such agreed harmonisation will be recognised as an efficiency. The UFU reserves its rights to make application to Fair Work Commission to realise such efficiencies in accordance with clause 106.3.*

#### **(Productivity Clause)**

The Productivity Clause is one of the many clauses that the parties have treated as settled. It has never been the subject of any change or comment since the FRV commenced its bargaining application on 4 November 2022.<sup>2</sup>

The draft variation application, which has been provided to you, assumes that there may be uncertainty attached to the Allowances Clauses in the Interim Agreement<sup>3</sup>, but that such uncertainty should be resolved in accordance with what the parties have already agreed the

<sup>2</sup> In the FRV's application in B2022/1676.

<sup>3</sup> Namely, clauses 85.3 of Division A and 92.3 of Division B.



Allowances Clauses to mean. If resolved in this manner, the issues of jurisdiction to hear the application in C2022/5863 fall away.

As has been stated, the UFU will invest all of its energies into bargaining, but it expected an acknowledgement from the FRV and the Minister that, if the matter has not been progressed after a reasonable time, then the UFU should be free to pursue its application.

### **Minister's Response**

On 3 March 2023, the Minister's lawyers wrote to the UFU and FRV's lawyers setting out the Minister's response to the UFU's proposal.

Whilst the Minister indicated that she did not 'consent' to the UFU's proposed variation application, the Minister did not purport to formally direct the FRV in respect of its approach to the proposed variation.<sup>4</sup>

No reasons were advanced to explain the Minister's position. In those circumstances, the Minister's response potentially calls into question the entirety of the negotiations that have taken place in respect of the replacement agreement (which is now up to version 12, with few or no matters left in dispute other than the quantum of the wage increases).

In light of these matters, please clarify:

1. The FRV's own position in relation to the proposed variation application, and its reasons for it;
2. If the FRV's position is to reject any consent position on the proposed variation, the FRV's position in relation the status of the years of bargaining and Version 12 of the current draft operational staff agreement, including the Productivity Clause;
3. The date upon which the FRV will provide the UFU with an offer on wages.

Obviously, the answers to these questions will inform how the parties are to approach future bargaining.

Yours sincerely,

Peter Marshall

**Branch Secretary**

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<sup>4</sup> For example, as was done by the Minister pursuant to the *Fire Rescue Victoria Act 1958* (Vic) in Matter C2022/2043.



# United Firefighters Union

**Victorian Branch** ABN 74 030 569 265

410 Brunswick Street  
Fitzroy Victoria 3065  
Australia  
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Phone: (03) 9419 8811

Website: [www.ufuvic.asn.au](http://www.ufuvic.asn.au)  
Fax: (03) 9419 9258

31 August 2020

Ken Brown AFSM

Deputy Commissioner

Office of the Fire Rescue Commissioner

**Sent via email only:** [KBROWN@mfb.vic.gov.au](mailto:KBROWN@mfb.vic.gov.au)

Dear Deputy Commissioner Brown,

### **Improvements as a result of the establishment of Fire Rescue Victoria**

I respectfully write to you in relation to the positive improvements to firefighter and community safety, and fire/emergency response, as a result of the establishment of Fire Rescue Victoria.

It has been almost two months since the Fire Rescue Victoria establishment date of 1 July 2020, and the UFU has been informed that the benefits of fire service reform can already be seen with the organisational structure and removal of organisational barriers to the greater FRV resource pool.

The establishment of state-wide FRV Departments, such as Fire Investigation, HAZMAT, Marine, Fire Investigation and more, have created a more streamlined, professional approach to fire service operations. The UFU understands that there are further developments and improvements to the various state-wide Departments to enhance operations.

In addition to the establishment state-wide FRV Departments, the UFU also understands that there have been noticeable improvements to service delivery. That is, as a result of the Greater Alarm Response System in the FRV11 stations as well as the increase in the total pool of collective FRV resources - being career firefighters as well as appliances and equipment from the former MFB and CFA – the Victorian community is already benefiting from the enhanced response.

It is in this context that the UFU respectfully asks that you please provide to the UFU the above information regarding these improvements and efficiencies.

To discuss, you are welcome to contact me directly at any time on 0419 127 004.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Peter Marshall'.

Peter Marshall

**Branch Secretary**



## **BULLETIN**

**Bulletin No: 003 | 28 January 2021**

**TO: ALL UFU FRV OPERATIONAL MEMBERS**

# **FRV OPERATIONAL ENTERPRISE AGREEMENT UPDATE**

## **HARMONISATION WORKING PARTIES**

In both 2020 and 2021, but particularly 2021, the Union has provided presentations to UFU Members regarding FRV's potential to expand opportunities for career development for UFU members and enhance job satisfaction.

**The UFU has today written to FRV seeking agreement from FRV to commence the process of clause harmonisation. This process will facilitate breaking down the existing industrial, geographical, and legal barriers between the two Enterprise Agreement Divisions.**

**On completion of harmonisation and removal of current industrial restrictions, the full potential of the Fire Rescue Victoria footprint ie. harmonisation of Former MFB and Former CFA geographical areas, and the promotional/career opportunities, will be available to members.**

### **Background**

By way of background, Fire Services Reform brought about one professional fire service – Fire Rescue Victoria. However, to fulfill FRV's potential, there must be harmonisation of clauses to address the reality of there currently being two separate Enterprise Agreements (operating under one umbrella Agreement), which has naturally resulted in different systems of work and different conditions of employment operating within one FRV footprint.

**Harmonisation of the Enterprise Agreement clauses needs to be approached in a structured way and the journey will commence with consultation via Working Parties, and input from both Division A and Division B members**

(equal numbers) via Working Parties. Each Working Party will also be attended by a UFU Industrial Officer and FRV Representatives.

### What are the benefits of clause harmonisation?

Once finalised, clause harmonisation will enable operational members to operate in all areas of FRV with harmonised systems of work, and apply for Promotion or vacancies throughout the whole FRV footprint – to name a few. This allows for harmonisation in a structured way, and in addition to the work that is occurring day-to-day (such as the recent extension of Division B Station Long Term Vacancy opportunities to Division A personnel).

One of the major initiatives was the Interdivision Firefighter Program (IFP) that was developed in late 2020. The benefits of this program were realised by members who had participated in, and completed, the program, where they were able to be recalled for short-term relief into Division A or Division B stations.

The September 2021 release of the *draft* Enterprise Agreement identified clauses that must be harmonised to fulfill the full potential of FRV for members.

### Working Parties

In acknowledging this particularly busy time of year, and the limitations that Covid-19 presented, the UFU waited for the Christmas/New Year period to end before writing to FRV seeking FRV’s agreement to commence the harmonisation process. On receiving agreement from FRV to commence the process, **the UFU will call for EOIs from members for the Working Parties.**

**Members will be requested to provide their operational expertise on the Working Party and the relevant BCOM Rep/UFU Delegate (and UFU IO) will support the members with industrial strategy and expertise.**

Please note further working parties may be developed, however the below list focuses on Firefighter/Officer-specific Working Parties in the first instance. Additional Working Parties may be establishment upon identification of further barriers to harmonised conditions, at a later date.

CLAUSE HARMONISATION WORKING PARTY	DRAFT EA CLAUSE (DIV 2)	DRAFT EA CLAUSE (DIV 3)
<b>Classifications, Career Paths &amp; Opportunities</b>	CI 155 - Classifications, Career Paths & Opportunities	CI 190 - Classifications, Career Paths & Opportunities
<b>Systems Conditions</b>	CI 156 – Division 2 Systems Conditions	CI 191 – Division 3 Systems Conditions
<b>Rostering</b>	CI 158 – Rostering	CI 194 – On Shift Relievers  CI 195 – Rostering

<b>Training &amp; Professional Development</b>	CI 159 - Training & Professional Development – Division 2 Employees	CI 196 - Training & Professional Development
<b>Uniforms, Appliances and Equipment</b>	CI 160 - Uniforms, Appliances and Equipment	CI 197 - Uniforms, Appliances and Equipment
<b>Rostering Arrangements &amp; Procedures</b>	CI 171 - Rostering Arrangements & Procedures	CI 209 - Rostering Arrangements & Procedures
<b>Breaks</b>	CI 172 – Breaks	CI 210 – Breaks
<b>Overtime</b>	CI 173 – Overtime	CI 211 – Overtime
<b>Rest and Recline</b>	CI 174 – Rest and Recline	CI 212 – Rest and Recline
<b>Fire Investigation</b>	CI 175 – Fire Investigation	CI 213 – Fire Investigation
<b>Higher Duties</b>	CI 177 – Higher Duties	CI 215 – Higher Duties
<b>Instructor Conditions</b>	CI 179 – Further Terms and Conditions of Employment for Professional Instructors	CI 217 - Further Terms and Conditions of Employment for Professional Instructors
<b>Commander &amp; ACFO (&amp; MCS) Conditions of Employment</b>	Part C – Applying to Commanders & ACFO Classification	Part C – Applying to Commanders & ACFOs & MCS Classification

Once finalised, the recommended harmonised system will be subject to consultation prior to implementation.

## **Our journey and the challenges ahead**

To do justice to Fire Services Reform, and to realise its full potential, we must work to harmonise our clauses to remove the current barriers (industrial, geographical, etc) so that members are not restricted in the opportunities, job satisfaction and career development that Fire Rescue Victoria can provide.

As always, FRV will be as good as we make it. It is obvious that there are, and will be, challenges, which should not be underestimated due to the organisational, cultural, industrial, and geographical differences between Divisions. The Union remains steadfast in its commitment to building a positive and plentiful working environment for UFU members – we are all on the same journey.

A Bulletin update will be provided to members when FRV formally responds.

**Strength in Unity**  
**READ OUT AT MUSTER AND PIN ON NOTICE BOARD**  
 Authorised by Peter Marshall, Branch Secretary

**Tonia Sakkas**

---

**From:** LANE, Patricia <Patricia.Lane@frv.vic.gov.au> on behalf of FREEMAN, Gavin <Gavin.Freeman@frv.vic.gov.au>  
**Sent:** Friday, 10 March 2023 3:55 PM  
**To:** Peter Marshall  
**Cc:** Laura Campanaro  
**Subject:** 2023-03-10 RE: Bargaining - Operational Agreement  
**Attachments:** Bargaining-Operational Agreement FINAL.pdf

Good afternoon, Peter and Laura,

*On behalf of Acting Commissioner Gavin Freeman please find attached the following letter:*

- Bargaining - Operational Agreement

Regards,

**Gavin Freeman AFSM**  
MEmergMgt FIFireE, GAICD  
**Acting Commissioner**

**Fire Rescue Victoria**

456 Albert Street, East Melbourne VIC 3002

**T.** (03) 9665 4697  
**E.** Gavin.freeman@frv.vic.gov.au  
**M.** 0409 426 184

**Executive Assistant: Trish Lane**

**T.** 03 9665 4253  
**E:** Commissioner@frv.vic.gov.au



*We acknowledge the traditional Aboriginal owners of country throughout Victoria and pay our respects to them, their culture and their Elders, past, present and future.*





Friday 10 March 2023

Peter Marshall  
Branch Secretary  
United Firefighters Union  
410 Brunswick Street  
Fitzroy VIC 3065

By Email: [p.marshall@ufuvic.asn.au](mailto:p.marshall@ufuvic.asn.au)

Dear Peter,

**RE: BARGAINING – OPERATIONAL AGREEMENT**

In accordance with the Victorian Government's 2019 Wages Policy, Fire Rescue Victoria (**FRV**) is authorised to, and makes the following monetary offer to the UFU and other bargaining representatives in relation to bargaining for a new operational agreement.

- A three-year Agreement;
- Three annual wage increases of 2 per cent effective from the commencement of the Agreement; and
- One-off sign on payment of \$1500.

Any additional payment under Pillar 3 of the 2019 Wages Policy, is not included in this monetary offer due to the uncertainty regarding the efficiency allowance matter currently before the Fair Work Commission (C2022/5683).

Government is currently reviewing the wages policy and we hope to be in a position to be able to provide a revised offer under the new wages policy in the near future.

Yours sincerely



**Gavin Freeman AFSM**  
**Acting Fire Rescue Commissioner**  
**Fire Rescue Victoria**

**Tonia Sakkas**

---

**From:** LANE, Patricia <Patricia.Lane@frv.vic.gov.au> on behalf of FREEMAN, Gavin <Gavin.Freeman@frv.vic.gov.au>  
**Sent:** Tuesday, 14 March 2023 8:09 PM  
**To:** Peter Marshall  
**Cc:** Laura Campanaro  
**Subject:** 2023-03-14 - FRV-B2022\_1676  
**Attachments:** 2023-03-14 FRV-B2022\_1676.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear Peter,

*Sent on behalf of Acting Commissioner Gavin Freeman. Please kindly accept my apologies for the attached letter being forwarded at a later hour.*

Please find attached 2023-03-14 FRV-B2022\_1676 for your perusal.

**Gavin Freeman AFSM**  
**MEmergMgt FIFireE, GAICD**  
**Acting Commissioner**

**Fire Rescue Victoria**

456 Albert Street, East Melbourne VIC 3002

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**E.** Gavin.freeman@frv.vic.gov.au  
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**Executive Assistant: Trish Lane**  
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**E:** Commissioner@frv.vic.gov.au



*We acknowledge the traditional Aboriginal owners of country throughout Victoria and pay our respects to them, their culture and their Elders, past, present and future.*





# The new Australian Fire Danger Rating

Tuesday 14 March 2023

Peter Marshall  
Branch Secretary  
United Firefighters Union  
410 Brunswick Street  
Fitzroy VIC 3065

By Email: [p.marshall@ufuvic.asn.au](mailto:p.marshall@ufuvic.asn.au)

Dear Peter,

### **Application by Fire Rescue Victoria (B2022/1676)**

We refer to your letter dated 10 March 2023, in which the United Firefighters Union (UFU) asks Fire Rescue Victoria (FRV) to clarify its position with respect to four questions arising from the above matter.

FRV's position in relation to the questions raised is set out below.

#### **1 What is the reason for the fundamental change in the FRV's position with respect to bargaining over the Pillar 3 efficiencies?**

On 29 November 2022, FRV provided a without prejudice response to the UFU's revised log V12 in this matter. That response confirmed:

- all references to quantum for Wages and Allowances are subject to instruction and approval from Government having regard to Government Wages Policy and the treatment of efficiencies; and
- all clauses as set out in the UFU revised log V12 (unless they were otherwise commented on) were agreed in principle by FRV, subject to final agreement on an overall package of provisions for the proposed enterprise agreement and subject to the efficiencies allowance dispute proceedings in C2022/5683.

FRV has maintained this position throughout bargaining and continues to maintain this position.

On 24 February 2023, FRV was instructed by Government, among other things, that:

- (a) FRV has authority from Government to put a wages offer to the UFU and other bargaining representatives providing for, a three year agreement, three annual wage increases of 2 per cent and a one-off sign on payment of \$1,500.
- (b) Wages Policy is currently subject to review by Government.
- (c) Due to the efficiencies allowance dispute, any payment under Pillar 3 of the existing Wages Policy will not to be considered by Government at this point.

- (d) Pillar 3 of the 2019 Wages Policy provides for additional changes to allowances and other conditions (not general wages) and will only be allowed if Government agrees that the changes will address key operational or strategic priorities for the agency. Government is still in the process of considering which if any of the matters which have been identified by the parties properly sit under Pillar 3.
- (e) Funding of salary adjustments outside of Wages Policy will not be approved by Government, unless specifically authorised by Government.
- (f) There are unspecified funding implications for FRV if it departs from Government's position.

On 3 March 2023, FRV sought Government authorisation to make an alternate wages proposal which included a Pillar 3 element, contrary to the instruction from Government set out above. On 8 March 2023, Government reaffirmed its instruction as set out above, confirming that FRV had no authorisation to put forward FRV's alternate wages proposal.

In these circumstances, FRV will not make an offer which includes the Pillar 3 efficiencies because it does not have Government authority to do so or Government funding for those items.

FRV's position regarding the inclusion of the Pillar 3 efficiency items has changed as a result of Government's instruction set out above. However, it should be noted that throughout bargaining, FRV has consistently maintained the position that wages and allowances are subject to Government Wages Policy and approval.

**2 If the UFU were to discontinue Matter C2022/5683, would the FRV thereafter fully engage in bargaining with respect to the Pillar 3 efficiencies? If not, why not?**

FRV confirms its commitment to continue bargaining in line with Government Wages Policy. If matter C2022/5683 is discontinued, Government instruction at paragraph 1.1(c) above is no longer relevant. Therefore, FRV would not be prevented from consideration of Pillar 3 efficiencies.

**3 If the answer to question 2 above is that impediments to bargaining would remain notwithstanding discontinuance of Matter C2022/5683, and given that the FRV had identified Pillar 3 efficiencies as the only realistic pathway to achieving an agreement, what is the status of matter B2022/1676? That is, what assistance could the Commission provide in bargaining if the FRV now refuses to engage in the appropriate pathway to reaching agreement?**

Not applicable, noting FRV's response to question 2 above.

- 4 **The FRV had not previously made a wages offer in B2021/1057 or in this matter as it had stated that it was waiting for a new Government Wages Policy. The new Government Wages Policy would presumably reflect the significant cost of living changes that have taken place since the present policy was formulated in 2019. What is the reason for making an offer now, and contrary to the previously stated position? Is the putative offer intended to be a genuine offer, or is it designed only to avoid further criticism of the FRV's previous "inertia" in bargaining?**

As set out in Commissioner Wilson's Statement to the parties on 3 February 2023 in this matter, FRV considered it was incumbent on it, and through it the Victorian Government, to put forward a firm wages proposal to the UFU and other employee bargaining representatives at the earliest opportunity. The offer is a genuine offer made under applicable Wages Policy and in circumstances where the commencement date of a new Wages Policy remains unknown.

Yours sincerely



**Gavin Freeman AFSM  
Acting Commissioner  
Fire Rescue Victoria**

**Tonia Sakkas**

---

**From:** Laura Campanaro  
**Sent:** Wednesday, 15 March 2023 3:41 PM  
**To:** FREEMAN, Gavin  
**Cc:** Peter Marshall  
**Subject:** UFU Counteroffer to FRV - Correspondence from UFU Branch Secretary Peter Marshall  
**Attachments:** 23-03-15 UFU Counteroffer to FRV.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear Mr Freeman,

On behalf of Branch Secretary Peter Marshall, please see **attached** correspondence.

Regards,

**Laura Campanaro**

*Sent on behalf of Branch Secretary Peter Marshall*

**United Firefighters Union**

Victorian Branch

410 Brunswick Street, Fitzroy 3065

Victoria Australia

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15 March 2023

Gavin Freeman

Fire Rescue Commissioner (Acting)

Fire Rescue Victoria

**By email only:** [Gavin.Freeman@frv.vic.gov.au](mailto:Gavin.Freeman@frv.vic.gov.au)

Dear Acting Commissioner Freeman,

### **Wages claim for FRV Operational Staff**

I write to you in response to your letter dated 10 March 2023 containing the FRV's wages offer.

The UFU accepts your offer of a 2% base wage increase plus a sign-on bonus of \$1500, subject to the conditions set out in this letter.

The FRV's offer is, without more, grossly inadequate, and fails to consider several important economic and industrial factors affecting FRV operational employees.

The last pay increase FRV firefighters received was 1 January 2021, over 2 years ago.

The FRV wages offer fails to take into consideration the soaring cost of living which has caused the real wages of FRV operational members to go backwards. This has placed immense financial pressure on employees and their families.

The FRV wages offer follows the highest year-ending inflation recorded since 1990. In the December 2022 quarter, the headline inflation rate reached 7.8%. This is the highest rate in more than three decades. The change in the Consumer Price Index from December 2021 to December 2022 was 8.4%.<sup>1</sup> Interest rates have been the subject of 10 separate increases, and the Reserve Bank cash rate has now increased by a factor of 36 in the past year.<sup>2</sup>

As detailed in my letter to you on 10 March 2023, the FRV wages offer also fails to take into consideration the work of operational employees in fire services reform and harmonisation. These areas of reform and harmonisation have seen, and will continue to see, significant efficiency savings realised by the FRV. As I have stated to you in my letter of 7 March 2023, the UFU's participation in the processes of reform and harmonisation was on the basis that FRV employees would be paid from the efficiencies realised by such changes.

The conditions attached to the acceptance of the FRV's offer are designed to address these factors.

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<sup>1</sup> Australian Bureau of Statistics [Monthly Consumer Price Index Indicator](#).

<sup>2</sup> Reserve Bank of Australia [Cash Rate Target](#).





### The UFU's conditions attached to the acceptance of the FRV's offer

1. A mechanism to protect against cost-of-living changes and inflation. If CPI is above 2% at the commencement date of the Agreement and upon each yearly anniversary thereafter until the Agreement is terminated or replaced, then a cost-of-living adjustment payment will be made each year of the Agreement, capped at 5%, if CPI is higher than the 2% base wage increase.<sup>3</sup>
2. Additional strategic changes. The 19 efficiencies identified in Appendix A (**Efficiencies**) will be the subject of separate agreement between the Parties and, if unable to be agreed, an arbitration in the Commission to be listed by consent within 6 months after the Agreement comes into operation in order to determine the quantum of each Efficiency item only.<sup>4</sup> The total quantum of Efficiencies agreed or determined by the Commission will be, by agreement, no less than \$117 million.<sup>5</sup> The quantum of Efficiencies agreed or determined will thereafter be payable as an allowance backdated to the start of the Agreement.<sup>6</sup> The agreement concerning, or arbitration of, Efficiencies will be an exception to the no extra claims clauses of the Agreement.
3. Employees to benefit from any changes to wages policy. Employees covered by this Agreement will be no worse off under any new wages policy determined by the Victorian Government. If the Pillar 1 headline wage rate is increased beyond 2% in any new or varied government wages policy, that amount shall become payable upon commencement of the new or varied wages policy, but shall not affect the operation of paragraph 1 above.
4. New Agreement to settle liabilities. An additional bonus payment of \$1500 shall be made to each employee covered by the Agreement upon commencement and on each yearly anniversary date thereafter that the Agreement is in operation and until it is terminated or replaced, on account of the UFU's forbearance in not commencing or becoming involved in any proceedings against the FRV for contraventions of the Interim Agreement relating to the processes of merger and harmonisation.

These conditions are put forward on the basis that the parties have otherwise agreed to all non-wages terms and conditions as contained in the most recent iteration of the Draft Operational Staff Agreement.<sup>7</sup>

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<sup>3</sup> Example: if CPI at the start of the Agreement or any yearly anniversary date is 8%, then the total increase payable for that year is 7% based on the cap (that is, 2% base wage rate plus the cost-of-living allowance capped at 5%).

<sup>4</sup> That is, the parties will consent to the Commission having jurisdiction and power to determine the quantum of the Efficiencies.

<sup>5</sup> This figure is derived from the total \$117,661,476 of "Benefits to staff (funded by Pillar 3 considerations)" identified by FRV and tabled by it in Matter B2022/1676 on 20 January 2023.

<sup>6</sup> Payment as an allowance is consistent with Pillar 3 of the Government Wages Policy.

<sup>7</sup> Currently at Version 12.



UNITED FIREFIGHTERS UNION

- VICTORIAN BRANCH

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408-410 Brunswick Street Fitzroy VIC 3065

Email: [reception@ufuvic.asn.au](mailto:reception@ufuvic.asn.au)

Phone: (03) 9419 8811 Fax (03) 9419 9258

Branch Secretary: Peter Marshall

Yours sincerely,

**Peter Marshall**  
**Branch Secretary**

Appendix A

<b>EFFICIENCY ITEM</b>	<b>UFU CLAIM</b>
<b>Item 1:</b> Harmonisation of Committees	<b>\$1,865,989</b>
<b>Item 2:</b> Uniforms	<b>\$11,960,587</b>
<b>Item 3:</b> Interdivisional Firefighting Program	<b>\$15,611,428</b>
<b>Item 4:</b> Step Ups/Move Ups	<b>\$989,853</b>
<b>Item 5:</b> Single Enterprise Agreement and Commitment to Positive Industrial Relations	<b>\$12,000,000</b>
<b>Item 6:</b> Fleet Technology	<b>\$1,522,960</b>
<b>Item 7:</b> Hose Rationalisation	<b>\$418,000</b>
<b>Item 8:</b> Replacement of Hose	<b>\$100,000</b>
<b>Item 9:</b> Breathing Apparatus Harmonisation	<b>\$388,660</b>
<b>Item 10:</b> FRV Station Design	<b>\$30,870,000</b>
<b>Item 11:</b> Harmonisation of FRV Training Delivery (Emergency Medical Response)	<b>\$8,460,070</b>
<b>Item 12:</b> Attendance at Training	<b>\$67,692,871</b>
<b>Item 13:</b> Relocation Assistance	<b>\$4,199,222</b>

<b>Item 14:</b> Special Rosters	<b>\$23,309,279</b>
<b>Item 15:</b> Emergency Response or Training on Long Distance Deployments [Strike Team]	<b>\$12,078,051</b>
<b>Item 16:</b> Introduction of Senior Station Officer cap	<b>\$633,402</b>
<b>Item 17:</b> CTSO Availability Allowance	<b>\$441,138</b>
<b>Item 18:</b> Former CFA Commander Qualifications Allowance	<b>\$50,183</b>
<b>Item 19:</b> Introduction of trigger figures for Division B Firefighter/Officers	<b>\$11,177,255</b>
<b>TOTAL</b>	<b>\$ 203,768,949</b>



27 March 2023

Gavin Freeman AFSM  
Fire Rescue Commissioner (Acting)  
Fire Rescue Victoria

By email only: [Gavin.Freeman@frv.vic.gov.au](mailto:Gavin.Freeman@frv.vic.gov.au)

LC-23

Dear Commissioner Freeman,

### Bargaining for a Replacement Operational Staff Agreement.

I write to you in relation to the above matter and to our discussions today.

The UFU indicated it was prepared to accept the FRV's offer dated 10 March 2023 subject to the conditions set out in its correspondence of 15 March 2023. One of the conditions identified involved the recognition of the savings that have been realised as a result of the processes of harmonisation and merger of the fire services (**Efficiencies**).

Despite the position originally taken by the FRV as set out in the UFU correspondence dated 10 March 2023 (that is, to bargain in respect of Efficiencies under Pillar 3 of the Government Wages Policy), the FRV has more recently confirmed that Government has prevented the FRV from pursuing such a course.<sup>1</sup>

The FRV's position with respect to Efficiencies has now been further clarified. **Enclosed** is an FRV document which contains the following three tables:

Table 1: "Benefits to staff (funded by Pillar 3 considerations)" in the amount of \$17,748,903.

Table 2: "3rd Pillar contributions – wages policy compliant" in the amount of \$26,643,718.

Table 3: "Other measures" in the amount of \$117,661,476.

The FRV's position in respect of each Table is as follows:

- (a) Table 1 items are allowance and entitlement items that have been agreed to and costed, and will appear in the new Agreement.
- (b) Table 2 items are recognised by Government and the FRV as Pillar 3 amounts. However:
  - (i) the Table 2 total available for any wage increase is to be reduced by the Table 1 total as the Table 2 amount funds the Table 1 items; and
  - (ii) the FRV will not bargain with the UFU in respect of the balance (that is, Table 2 amount less Table 1 amount of \$8,894,815) for reasons that have not been articulated.
- (c) Table 3 items are accepted by the FRV to be Efficiency items, however, whilst these items have all resulted in savings to the FRV, they are not recognised as Pillar 3 items by Government as the savings have already been achieved. That is, if a new Agreement were to be struck, the items in Table 3 would not result in a spending reduction for the FRV because the spending reduction occurred some time ago when the Efficiencies were realised.

In Matter C2022/5683 (in which the UFU sought that the Efficiencies be paid by way of an allowance as contemplated under Pillar 3), the FRV and the Minister made submissions to the FWC that Efficiencies should be dealt with in bargaining. It is for this reason that, in good faith, the UFU proposed that the Efficiencies matter be adjourned to allow bargaining to proceed. The FRV and the Minister consented to that adjournment without qualification.

Despite the position of both the FRV and the Minister that Efficiencies should be the subject of bargaining, the FRV and Government have refused to engage in any discussions about the payment of realised Efficiencies in the course of discussions over wages, and have actively sought to prevent any of the Efficiencies identified in Tables 2 and 3 of the enclosed FRV document from being the subject of any bargaining for an increase in the wages of operational firefighters.

<sup>1</sup> See FRV letter to UFU dated 14 March 2023.



UNITED FIREFIGHTERS UNION

- VICTORIAN BRANCH

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Branch Secretary: Peter Marshall

For three years, the UFU has facilitated FRV's harmonisation and progression of changes to key entitlements including Relocation Assistance and Special Rosters, as well as other items such as introducing the IFP program, harmonising appliances and harmonising consultation. The UFU's participation in these processes was on the basis that operational members would be paid from the Efficiencies realised by such changes.

The FRV has previously confirmed that the processes of harmonisation and achievement of efficiencies could not have been achieved without the participation and co-operation of the UFU. It does not appear in issue that these efficiencies have led to very significant savings for the FRV to date, as the Table 3 total confirms.

However, the position of the Government and the FRV is to take the full benefit of the UFU's participation, but to refuse to recognise it in bargaining because those Efficiencies have already been realised (and so will not lead to any spending changes in the new Agreement).

The position of the FRV in this matter is untenable. To highlight how industrially unsound its position is, it is apparent that, if the UFU had sought to prevent the processes of harmonisation and merger and instead insisted on the maintenance of its strict legal rights under the Interim Agreement, it would be in a far better position in bargaining today. That is because the Government and FRV would recognise any efficiencies to be achieved under the new Agreement (but not prior) under Pillar 3.

The FRV's untenable stance on Efficiencies has now placed the UFU in an invidious position where, in order to achieve what it was promised<sup>2</sup>, it is in its best interests to immediately unwind the work from the last three years to put its members in the place where they should be in bargaining.

Please confirm by 5pm Tuesday, 28 March 2023 that the Government and the FRV will refuse to bargain in respect of the Efficiencies identified in the enclosed document for the reasons identified in this correspondence.

Yours Sincerely,

**Peter Marshall**  
**Branch Secretary**

<sup>2</sup> See correspondence from UFU to FRV dated 7 March 2023.

Tonia Sakkas

**From:** LANE, Patricia <Patricia.Lane@frv.vic.gov.au> on behalf of FREEMAN, Gavin <Gavin.Freeman@frv.vic.gov.au>  
**Sent:** Wednesday, 29 March 2023 3:50 PM  
**To:** Peter Marshall  
**Cc:** Laura Campanaro; FREEMAN, Gavin  
**Subject:** 2023-03-29 Bargaining for a replacement Operational Staff Agreement  
**Attachments:** 2023-03-29 Bargaining for a replacement Operational Staff Agreement.pdf

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Dear Peter,

*On behalf of Acting Commissioner Gavin Freeman*

Please see attached: 2023-03-29 Bargaining for a replacement Operational Staff Agreement for your perusal.

Thankyou,

**Gavin Freeman AFSM**  
**MEmergMgt FIFireE, GAICD**  
**Acting Commissioner**

**Fire Rescue Victoria**

456 Albert Street, East Melbourne VIC 3002

**T.** (03) 9665 4697  
**E.** Gavin.freeman@frv.vic.gov.au  
**M.** 0409 426 184

**Executive Assistant: Trish Lane**  
**T.** 03 9665 4253  
**E:** Commissioner@frv.vic.gov.au



*We acknowledge the traditional Aboriginal owners of country throughout Victoria and pay our respects to them, their culture and their Elders, past, present and future.*



# The new Australian Fire Danger Rating





Thursday 29 March 2023

Peter Marshall  
Branch Secretary  
United Firefighters Union  
410 Brunswick Street,  
FITZROY VIC 3065

By Email: [p.marshall@ufuvic.asn.au](mailto:p.marshall@ufuvic.asn.au)

Dear Peter

**RE: Bargaining for a Replacement Operational Staff Agreement**

I refer to your letter to me dated 27 March 2023, regarding the above matter and our discussion of the same date.

FRV's position post the recent Fair Work Commission (FWC) conciliation conference and subsequent conversations between UFU and FRV is:

- FRV confirms that Table 3 contained within the Efficiencies Estimate document, represents efficiencies and there are savings as a result of these efficiencies. FRV recognises that some of these efficiencies have already been achieved as referenced in the document.
- FRV confirms its commitment that such savings would be available to flow to FRV employees.
- Government instruction is that the efficiencies referred to in Table 3, cannot be relied on by FRV under Pillar 3 of the 2019 Wages Policy as it is Government's view that they do not represent 'offsets' (i.e. current expenditure).
- As of 24 February 2023, FRV has been under Government direction not to make a wages offer that includes any additional payment under Pillar 3 of the 2019 Wages Policy. Therefore, FRV's ability to finalise bargaining and make a wages offer with the inclusion of these efficiencies is not possible.
- As such, FRV understands that where the implementation of these efficiencies is no longer agreed, any such savings would no longer be available to flow to employees.

FRV confirms it will continue to bargain in respect of the efficiencies identified in the Efficiencies Estimates document. Noting, any wages offer is subject to government approval. Additionally, FRV is advised by Government that it is currently reviewing its wages policy. FRV hopes to be in a position to provide an updated wage proposal under a new wages policy in the near future.

Yours sincerely



**Gavin Freeman AFSM**  
**Acting Fire Rescue Commissioner**

# Media Release

**The Hon Tim Pallas MP**

Treasurer

Minister for Industrial Relations

Minister for Trade and Investment



Tuesday, 4 April 2023

## NEW WAGES POLICY STRIKES RESPONSIBLE BALANCE FOR VICTORIA

The Andrews Labor Government has confirmed the framework for future enterprise agreements with the state's public sector workers, under an updated wages policy.

Minister for Industrial Relations Tim Pallas today released details of the new Victorian Public Sector Wages Policy, which increases the wages component from the current 1.5 per cent per annum to a funded annual increase of 3 per cent.

In addition to annual wage increases there is also the ability for workers to obtain a lump-sum sign on bonus equal to up to 0.5 per cent of overall agreement costs.

Public sector employers will also be able to seek productivity improvements and efficiencies which can generate additional entitlements.

The policy strikes a balance between providing fair outcomes for valued public sector employees and protecting the wider interests of Victorians as the economy continues its steady rebound from the effects of the pandemic.

Just as all Victorians are facing cost of living challenges with rising interest rates and inflation, the Victorian Budget will also take into account current economic conditions, delivering on the Labor Government's election commitments as we continue our strong economic recovery.

The Government's four-step fiscal plan is on track to return the Budget to surplus following unprecedented investments that were required to protect Victorian lives and livelihoods – the *Victorian Budget 2023/24* will continue this work.

The new policy will apply immediately, including to public sector enterprise agreements that have already reached their nominal expiry dates and where bargaining for replacement agreements is already underway.

### Quotes attributable to Minister for Industrial Relations Tim Pallas

*"Our public sector workers do a great job serving their fellow Victorians and we're proud to support them."*

*"In addition to wage increases, workers will be able to obtain a sign-on bonus while productivity improvements will bring the potential for further advancement of conditions."*

*"The policy provides fair outcomes for employees while being responsible as we deal with the types of budget challenges faced by families, businesses and governments across the world."*

# Wages Policy and the Enterprise Bargaining Framework

For Victorian Government departments and agencies

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# Primary pathway

The primary pathway for agreement-making under the Government's Wages Policy has three pillars. While there is no cap on overall agreement outcomes, Pillar 1 increases to wages and conditions cannot exceed the funded allocation and Pillar 3 improvements must be funded from appropriate cash offsets and/or a government approved funding strategy.

## Pillar 1: Wages

Increases in wages and conditions will be funded at a rate of growth of 3.0 per cent per annum over the life of the agreement. In practice this means employee wages and conditions will be allowed to grow at this rate.

In addition to annual wage increases, a separate lump sum, cash payment will be available equivalent to an additional 0.5 per cent of overall agreement costs which for the purposes of this policy means a per annum amount calculated on wages and wage-related conditions.

When approved to commence bargaining, agencies will be advised what the 0.5 per cent equates to as an annual lump sum payment, over the life of the agreement. The amount will vary depending upon the length of the agreement and the phasing of the lump sum payment.

## Pillar 2: Best Practice Employment Commitment

Public sector agencies may make a Best Practice Employment Commitment (BPEC) which outlines measures to operationalise elements of the Government's Public Sector Priorities that reflect good practice within Government and can be implemented operationally or without significant costs.

## Pillar 3: Additional strategic changes

Additional changes to allowances and other conditions (not general wages) will only be allowed if Government agrees that the changes will address key operational or strategic priorities for the agency, and/or one or more of the Public Sector Priorities and provided the associated costs are funded through appropriate cash offsets or a government approved funding strategy.

In addition, Wages Policy requires that:

- all agreements must be fiscally sustainable and funded from indexation, revenue, appropriate cost offsets or a Government approved funding strategy
- revenue generating entities can only use revenue at the rate of growth of wages and conditions as stipulated under Wages Policy Pillar 1, and/or appropriate cash offsets in the case of Pillar 3 changes, to fund agreement outcomes

- enterprise agreements must not contain retrospective payments. This means that the first pay increase in any agreement must be forward looking and cannot be prior to the date the agreement has been submitted to the portfolio department for approval
- legislated increases to the superannuation guarantee rate are excluded from the increases in wages and conditions under the Wages Policy
- public sector agencies should seek to achieve four-year agreements subject to operational considerations.

Further information about Wages Policy Pillars 2 and 3 and the Public Sector Priorities is outlined below.

## Best Practice Employment Commitment

Several of the Government's key public sector reforms such as improving gender equity, ensuring secure employment and access to flexible working arrangements can be enhanced through changes to operational practices and policies.

Public sector agencies may identify and action reforms around public sector employment through a BPEC to be finalised alongside the enterprise agreement.

The BPEC includes measures for implementing best practice employment practices, to operationalise elements of the Government's Public Sector Priorities that reflect good practice elsewhere within Government and can be implemented operationally or without significant costs.

These measures should be tailored to the public sector agency's circumstances.

The measures may include matters such as:

- a commitment to regular gender auditing, and reporting and efforts to identify and address gender pay gaps in the public sector organisation
- facilitating access to flexible working arrangements
- secure employment initiatives to reduce inappropriate use of casual, fixed term and labour hire, including workforce planning and preparations
- skills and capability development to develop a mobile and agile public sector workforce
- supporting the continued development of whole of government policies by considering further measures to address anti-bullying, gender equity and diversity, mental health, occupational health and safety, and family violence.

The BPEC is not expected to contain significant cost items. These items would instead be considered under Pillar 3.

Public sector agencies should work with public sector unions and employees to develop their BPEC as bargaining progresses and to identify the actions to progress these matters.

## Additional strategic changes to address key operational reforms or the Public Sector Priorities

Operational or strategic priorities will differ across public sector agencies depending on the challenges they face. Higher cost outcomes linked to a key operational reform, or the Public Sector Priorities could include, for example:

- addressing high instances of unscheduled absences on weekends and nights by increasing penalty rates for these shifts or amending rostering practices
- amending opening hours to provide incentives to employees who work expanded hours to ensure services are available at times convenient to the community
- removing or reducing restrictions which impede the efficient allocation of resources
- addressing identified skill or capability gaps and incentivising and facilitating employees' skill development through access to specified TAFE training
- specific measures to address gender inequity (for example, additional parental leave, payment of superannuation during periods of parental leave)
- targeted wage increases to a specific and identifiable cohort of workforce who have historically been underpaid because of gender (for example, through reclassification of a particular feminised role)
- measures to address specific workforce challenges (for example, workforce attraction and retention payments).

### The Public Sector Priorities are as follows:

Deliver exceptional services and value for Victorians	A professional and responsive public sector	Government as a fair and best practice employer
<ul style="list-style-type: none"> <li>• deliver service efficiencies</li> <li>• financial sustainability</li> <li>• prioritise resources for the Government's social agenda</li> </ul>	<ul style="list-style-type: none"> <li>• people-centric</li> <li>• increase workforce mobility</li> <li>• build skills and capability</li> <li>• responsive to the community</li> <li>• trustworthy and committed</li> </ul>	<ul style="list-style-type: none"> <li>• increase diversity</li> <li>• promote gender equity</li> <li>• ensure access to flexible working arrangements</li> <li>• maintain preference for secure employment</li> <li>• reduce labour hire</li> </ul>

A range of tools are available to deliver these priorities, including legislation, policy and operational practice. Enterprise bargaining is one important tool.

The Government's Wages Policy has been set to encourage public sector agencies to reflect these Public Sector Priorities in their operational practice.

# Secondary pathway

Government recognises that for various reasons, some bargaining parties may prefer to agree to a wage increase in a new enterprise agreement without disrupting any terms and conditions agreed during their previous bargaining round.

Accordingly, a limited secondary pathway is available under Wages Policy for public sector agencies and unions who agree in principle ahead of bargaining that they seek to reach agreement expeditiously on this basis.

The secondary pathway is available only to public sector agencies whose current enterprise agreement reaches its nominal expiry date before 1 January 2024.

The secondary pathway permits agreements to be made only on the following terms:

- wage and allowance increase funded at a rate of growth of 3.5 per cent per year, pro-rated
- a nominal expiry date of between 12 to 18 months from the nominal expiry date of the current agreement
- all other terms and conditions as contained in the current agreement, except for where a change is required under the Public Sector Industrial Relations Policies (Industrial Relations Policies), to further mutually agreed whole-of-Government initiatives, to resolve legal issues, or minor changes to improve the clarity of the Agreement.

In addition:

- public sector agencies must comply with *Fair Work Act 2009* (Fair Work Act) good faith bargaining requirements
- all agreements must be fiscally sustainable and fully funded from indexation, revenue, appropriate cost offsets and/or Government approved funding strategy
- public sector agencies must meet the timelines prescribed in the Enterprise Bargaining Framework
- public sector agencies using this pathway may also produce a BPEC where agreed with employees and relevant unions, or otherwise are expected to comply with the Government's policy requirements.



# Transitional arrangements

Parties to enterprise agreements that have not finalised new agreements under previous Wages Policy are eligible to bargain under the new Wages Policy parameters. All parties currently bargaining will be required to seek Government approval before any offer is made under the new Wages Policy parameters.

## Enterprise Bargaining Framework

The Government's Wages Policy establishes the parameters within which public sector employers are required to bargain and make enterprise agreements. The Government ensures public sector bargaining and agreement making occurs within Wages Policy through the Enterprise Bargaining Framework (Framework) which sets out the approval requirements that public sector agencies must meet before commencing bargaining, during bargaining and before seeking employee approval of final enterprise agreements.

Industrial Relations Victoria (IRV) administers the Framework in conjunction with the Department of Treasury and Finance (DTF), which is responsible for ensuring public sector enterprise agreements are fiscally sustainable and comply with Wages Policy. The Framework applies to all stages of public sector enterprise bargaining and agreement making, including:

- before bargaining, where a public sector agency must obtain government approval to commence bargaining
- during bargaining, where a public sector agency must obtain government approval of proposed agreement costings and funding strategy before reaching in-principle agreement
- where a final proposed enterprise agreement is settled between the parties, a public sector agency must obtain government approval of the proposed enterprise agreement, costings and funding strategy before commencing the Fair Work Act pre-approval steps
- where a public sector agency seeks to vary an existing enterprise agreement under the Fair Work Act
- where there is a proposal to move from bargaining for a multi-employer enterprise agreement to bargaining for a single-interest enterprise agreement, or to alter the coverage of an existing multi-employer or single-interest enterprise agreement

- where there is a proposal to move from bargaining for single enterprise agreements to bargaining for a new multi-employer or single-interest enterprise agreement.

## Major and non-major agreements

The Government will approve management logs and the commencement of bargaining, settlement position costings and final agreements and costings for all public sector enterprise agreements, noting the Framework places different governance expectations on different types of public sector agencies relative to the size of their workforce, wages bill, and relative industrial or financial risk profile. It categorises enterprise agreements as Major Agreements and Non-major Agreements.

Major Agreements include any enterprise agreement:

- with a large public sector workforce, with a salary base in excess of \$1 billion
- with significant industrial or financial risk
- of strategic or operational importance to Government.

Major Agreements include those covering the public service, teachers, police, firefighters, paramedics and major public health sector agreements (including those covering nurses, doctors, allied health professionals, medical scientists, health and allied services, and mental health practitioners) as well as other agreements as the circumstances dictate.

The Government will oversee and approve the strategy and negotiations for all Major Agreements.


Non-major Agreements generally cover smaller components of the public sector workforce and carry fewer financial or industrial risks. Any enterprise agreement not classified as a Major Agreement will be treated as a Non-major Agreement for the purpose of this Framework.

When preparing to bargain, during bargaining and once a final agreement is reached between the parties, public sector agencies and departments must adhere to the processes and requirements outlined in the Framework applicable to the enterprise agreement to be negotiated.

Where a public sector agency or portfolio department is unsure whether an enterprise agreement should be classified as a Major Agreement or Non-major Agreement, they should contact IRV.

## Preparing to bargain

Negotiations between public sector agencies and bargaining representatives should commence at least six months prior to the nominal expiry date of the current agreement.



To ensure public sector agencies are in a position to commence bargaining in a timely fashion and without unnecessary delays, internal preparations for bargaining should commence no later than 12 months in advance of the nominal expiry date of the current agreement. This approach will ensure bargaining strategies and proposals for change can be developed with sufficient time to allow for necessary Government oversight and decision prior to the commencement of bargaining.

IRV will provide public sector agencies preparing to bargain with template documents that outline the information that will need to be provided when seeking Government approval to commence bargaining, including information about workforce demographics, FTE, proposed agreement coverage, and a list of all the claims the agency proposes to make in bargaining.

DTF will liaise with portfolio departments and will provide costing templates to assist with the preparation of preliminary costings if required.

## Authority to commence bargaining

Prior to commencing bargaining, public sector agencies are required to seek approval from Government and, where applicable, submit their proposed BPEC for approval.

To obtain the authority to bargain, the public sector agency is required to provide information about their workforce demographics, bargaining history and proposed content of a new agreement. Preliminary costings of the proposed conditions, accompanied by a proposed funding strategy, will be required.

The level of detail required in completing the template will reflect the public sector agency's size, wage base and be commensurate with the financial and industrial implications of the proposed agreement.


Eligible public sector agencies seeking authority to commence bargaining under the secondary pathway must provide written confirmation to Government of in-principle support of any public sector union(s) to be covered by the proposed agreement for this course of action.

## During bargaining

Public sector agencies must keep their portfolio department, IRV and DTF informed about the progress of bargaining, particularly where industrial or financial risks emerge. In some cases, this may require further consideration by Government.

Public sector agencies cannot make offers during bargaining outside approved parameters without the offer (and expected financial implications) being approved at the appropriate level of Government for the agreement concerned.

All offers should be made on an in-principle basis, with the public sector agency communicating that the offer is subject to government approval and may be subject to change to ensure compliance with Wages Policy, the Industrial Relations Policies, the Fair Work Act or other relevant legislation.



Public sector agencies pursuing the secondary pathway should ensure bargaining is undertaken in accordance with the Fair Work Act good faith bargaining requirements, in a timely and efficient manner.

## Approval requirements

All proposed enterprise agreements require the approval of Government prior to the commencement of any of the formal approval requirements outlined in the Fair Work Act.

To be approved by Government, a proposed enterprise agreement (whether a Major Agreement or Non-major Agreement) must meet all the conditions specified in Wages Policy. In addition:

- the public sector agency must verify that it has conducted a comparison of the terms of the Agreement with the relevant Award, and that the Agreement provides that each employee will be Better Off Overall than the relevant Award, within the meaning of the Fair Work Act
- other requirements from the Industrial Relations Policies must be met

The process for seeking Government approval of final agreements under the Framework differs for Major Agreements and Non-major Agreements. Approval of Major Agreements at a high level of Government is required.

Eligible public sector agencies must submit proposed enterprise agreements negotiated under the secondary pathway to Government for approval as soon as possible once bargaining has commenced. A fast track approval process will apply for these agreements. Where Government approval is obtained, agencies must comply with Fair Work Act requirements and seek approval of their agreement from the Fair Work Commission.

7 August 2023

Peter Marshall  
Branch Secretary  
United Firefighters Union  
410 Brunswick Street  
FITZROY VIC 3065

Via email: [p.marshall@ufuvic.asn.au](mailto:p.marshall@ufuvic.asn.au)

Dear Peter,

**RE: BARGAINING – OPERATIONAL AGREEMENT**

As you are aware, formal bargaining for the replacement Operational Agreement has been underway for a number of years, with informal bargaining in place since July 2020 and formal bargaining commencing in April 2022. Much progress has been made between the bargaining parties in establishing a framework for the replacement Operational Agreement that will support future harmonisation of Fire Rescue Victoria's (FRV's) workforce.

While FRV and the bargaining representatives have been in direct negotiations, as a government agency, any offer made by FRV, and all matters agreed in-principle are subject to government approval and authorisation. FRV has consistently reinforced this message throughout the bargaining process.

In accordance with the Victorian Government's 2023 *Wages Policy and the Enterprise Bargaining Framework* (the 2023 Wages Policy), FRV is pleased that they have been authorised by the Government to make a settlement offer.

On this basis, FRV provides the following settlement offer to the United Firefighters Union (UFU) and other bargaining representatives in relation to a replacement Operational Agreement:

- a) A four-year agreement with a first increase of 1 July 2023, consistent with the Wages Policy, no back payments beyond 1 July 2023 will be made;
- b) Four annual wage increases to wages and allowances of 3 per cent as of 1 July of each year;
- c) A separate lump sum cash payment under Pillar 1 of the Wages Policy, which is a one-off single payment to each person amounting to approximately \$7,359 per Full-Time Equivalent (FTE);
- d) Four lump sum cash payments to each person over the life of the Agreement as a "Pillar 3" payment of approximately \$2,021 per year, with the first payment payable on 1 July 2023.

The above accords with the 2023 Wages Policy, which, amongst other things, requires that all agreements be fiscally sustainable and fully funded. This is particularly important in the economic environment in which the state of Victoria finds itself. In that respect, there are some elements that FRV has not been authorised by the government to include in the replacement Operational Agreement as they could result in additional unbudgeted costs, namely:

- any reference to a firefighter's registration board, including the inclusion, in the replacement Operational Agreement, of the current reference in clauses 49 (Division A) and 42 (Division B) of the *Fire Rescue Victoria Operational Employees Interim Enterprise Agreement 2020* (The Interim Agreement).
- clauses allowing for extra claims to be arbitrated by the Fair Work Commission (FWC) during the life of the agreement; where this is currently provided for, it is proposed that the role of FWC will be one of conciliation rather than arbitration. This does not preclude the ability for extra claims to be agreed upon for changes to work practices.

The government has highlighted the need to deliver on their broader responsibilities to manage any industrial implications for all Victorian Public Sector Employment Agreements and it is in this context that these exceptions form part of the settlement offer.

Additionally, as we have consistently stated through bargaining, increases to the minimum staffing charts contained within the agreement are dependent on funding, which has not been approved at this time. It is noted that FRV still intends to seek funding for new positions as necessary to address capability gaps or emerging needs and will seek to increase staffing numbers in accordance with approved funding. However, this would not result in a change to the replacement Operational Agreement.

The settlement offer will be revised if the FWC makes a determination on the efficiency allowance matter (C2022/5683) or the application for an increase to existing allowances (C2023/2071) that affects allowances for FRV operational staff.

This settlement offer is being put in the context of an overall package, provided on a "without prejudice" basis.

FRV will be seeking a s240 conference with the FWC to enable discussion of the settlement offer.

Yours sincerely,



**Gavin Freeman AFSM  
Commissioner  
Fire Rescue Victoria**



## UNITED FIREFIGHTERS' UNION - Victorian Branch

LC-28

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Web: [www.ufuvic.asn.au](http://www.ufuvic.asn.au)

7 August 2023

Dear Commissioner Freeman,

CC: FRV ELT

I refer to your letter dated 7 August 2023 setting out a purported offer on behalf of Fire Rescue Victoria.

The UFU has serious concerns regarding FRV's conduct. Given the long history of bargaining for a proposed FRV/UFU Operational Staff Enterprise Agreement and the agreement reached between the bargaining representatives on all but two matters, this offer is rejected outright. Moreover, the offer is clearly incompatible with the good faith bargaining obligations under s.228 of the *Fair Work Act 2009* (**FW Act**).

This open letter is a concerns notice under s.229 of the FW Act.

### **Chronology of events**

1. On 4 November 2022, FRV filed a s.240 application (**B2022/1676**) seeking the assistance of the Commission to resolve a bargaining dispute and listed 9 items:

*28. Subject to the UFU providing FRV with a copy of the draft enterprise agreement V12, FRV considers that the Fair Work Commission's involvement is necessary to resolve, at least, the following disputed matters between the parties:*

- a. *Wages;*
- b. *Allowances;*
- c. *Minimum Staffing Numbers;*
- d. *Health insurance;*
- e. *Public Transport;*
- f. *Fire Safety Officers;*
- g. *Fire safety Inspectors;*
- h. *Wage and percentage relativities; and*
- i. *The proper characterisation of the alleged efficiencies currently the subject of C2022/5683 as well as the intersection between them and the kind and/or level of benefit provided for by the New Agreement.*

2. On 3 February 2023, Commissioner Wilson issued a Statement setting out the following:

*[4] Bargaining between the FRV and the UFU and other bargaining representatives has progressed between the parties with substantial goodwill, to the point where at the time the matter was referred to me to be dealt with the principal parties, the FRV and UFU, had reached agreement on all but 10 issues, as follows:*

1. *Wages and Allowances – which awaits a proposal from the FRV in response to the UFU claims, with the FRV seeking to receive advice from Government about an amended or new wages policy.*

2. *Fire Safety Officers – resolution of this claim requires a decision from the FRV Executive Leadership Team.*
3. *Firefighters Registration Board – there has been no discussion on this subject with both parties looking to further proceedings in the Commission on the subject.*
4. *Health Insurance – the UFU most recently advised that it is exploring avenues to achieve Health Insurance and will report back.*
5. *Public Transport Fares – the UFU now seeks to progress this with a discussion directly with Public Transport Victoria (PTV).*
6. *Fire Safety Inspectors – the matter appears agreed in principle with drafting to be exchanged between the parties.*
7. *Emergency Medical Response Allowance – this matter appears close to agreement.*
8. *Allowances Schedule – this matter also appears close to agreement.*
9. *Wages and Classification Relativities – further discussions are required between the parties about this matter. FRV has provided the UFU with a draft clause regarding this item to which the UFU is to respond. The UFU is also seeking to reserve its position in relation to potential future examination of the relativities for Station Officers and Senior Station Officers, and will provide a draft clause regarding this matter to FRV for consideration by the FRV.*
10. *Minimum staffing – FRV and UFU have agreed to the safe staffing claim numbers and funding for the UFU safe staffing claims remain under consideration by the Minister for Emergency Services. Further discussions are required between the UFU and the FRV in respect of staffing numbers indicated in Schedules 16 of the draft agreement.*

...

**[6]** *It is clear to me bargaining will be unlikely to meaningfully progress without the capacity of FRV to put forward a detailed monetary proposal for consideration of the UFU and other employee bargaining representatives. What is ultimately put forward by the FRV for consideration of the UFU and employees is likely to be a function of the Victorian Government wages policy which is presently under review following its re-election in November 2022. I note that the parties are currently bargaining under the 2019 wages policy.*

...

**[16]** *I consider it desirable that before that date and time the parties endeavour to resolve to finality all of the non-wages matters that have been under discussion in the conciliation conferences to date. In particular I request that they meet on that subject before the next conference, discussing all remaining non-wages matters.*

3. UFU and FRV representatives met a further 12 times between 3 February and 26 April 2023, and all outstanding items were agreed and/or settled between UFU and FRV except for the quantum increase of wages and allowances.
4. On 10 March 2023, the FRV made an offer to the UFU. No reference was made to any clauses other than the matter of the quantum of wages and allowances. The FRV's offer was not made contingent on the trading off on any matters already agreed between the parties, and there was no reference to any putative concerns about "some elements" in the agreed clauses that "could result in additional unbudgeted costs".
5. On 15 March 2023, the UFU wrote to the FRV and accepted the FRV's offer subject to certain conditions that pertained to the quantum of wages and allowances. It was stipulated by the UFU that:

*These conditions are put forward on the basis that the parties have otherwise agreed to all non-wages terms and conditions as contained in the most recent iteration of the Draft Operational Staff Agreement.*



6. The progress between UFU and FRV in 2023 in achieving agreement on all matters other than the quantum of wages and allowances is evidenced in both correspondence and communications to operational members by both UFU and FRV. For example:
- (a) On 20 March 2023, UFU wrote to FRV and provided Version 13 of the proposed Enterprise Agreement. In its correspondence, the UFU noted that “277 out of 281 clauses and all schedules have been agreed between UFU and FRV, with many clauses already implemented”. The UFU acknowledged further work to do on the quantum of wages and allowances. The Fire Rescue Commissioner Gavin Freeman verbally, positively acknowledged the correspondence the following day.
  - (b) On 21 March 2023, UFU published a Bulletin to all members titled *OPS BARGAINING: Version 13 of proposed Ops Agreement including further items agreed between UFU and FRV*. In this Bulletin, the UFU relevantly wrote:
 

**“Version 13 is an update from Version 12 and encompasses further clauses that have been agreed between UFU and FRV in recent months.**

*As members may by now be familiar with, Version 13 builds upon Version 12 (and prior versions) and has been updated following around 7 further meetings between UFU and FRV in recent months and further agreement on specific items and clauses. The UFU is pleased with the level of agreed progress between UFU and FRV bargaining representatives”.*
  - (c) On 29 March 2023, FRV published a video to all FRV Staff. In the video, Fire Rescue Commissioner Gavin Freeman said that “significant progress has been made with these negotiations, for the Operational Agreement for example all matters have been agreed other than the Firefighters Registration Board clause, the funding to increase minimum staffing requirements, and Annual Leave for Fire Safety Officers and the Incident Management Support clause for those Fire Safety Officers. The quantum of wages and allowances increases of course is yet to be agreed as well”.
  - (d) On 27 April 2023, FRV and UFU attended a s.240 conference and both parties reported to Commissioner Wilson that, with the exception of the Firefighter Registration Board clause, there was no outstanding item other than quantum increase to wages and allowances. FRV attributed the delay in negotiating quantum increase to wages and allowances to the imminent, new Government Wages Policy.
  - (e) On 25 May 2023, UFU published a Bulletin to all FRV operational members, *Operational Members: Wages & Allowances*. In this Bulletin, the UFU wrote:
 

*“All conditions of employment/clauses, as has been articulated by the Union as well as Commissioner Freeman, have been **agreed**. The **only** outstanding matter is the quantum increase to wages and allowances”.*
7. On 19 June 2023, Commissioner Wilson issued a further Statement setting out the following (at [2]):
- Bargaining has progressed very well to the point that the UFU and FRV now report that since the last conciliation conference held on 27 April 2023 all outstanding matters have been resolved, **save** for the matter of an offer for increases to wages and related monetary allowances.*
8. On 27 June 2023, UFU provided Version 14 of the proposed Enterprise Agreement to FRV. The document reflected all agreed terms which is, in essence, everything except for the quantum increase in wages and allowances.
9. On 11 July 2023, UFU published UFU Bulletin #100 to all members titled “OPS BARGAINING ... This affects you! Version 14 of proposed Ops Agreement on Members Intranet & UFU App Upcoming Zoom meetings scheduled + face-to-face meetings”. In this Bulletin, the UFU wrote:

*“Per the discussion at UFU Station Visits in recent months, as well as the UFU Delegate Note provided to UFU Delegates in June, the only outstanding matter in bargaining is the quantum for wages and allowances.”*

### **The UFU’s Position**

Your letter of 7 August 2023 is suggestive of an intention to resile from a number of agreements already made by FRV in the proposed draft agreement. These agreed clauses are:

- (a) The withdrawal from agreement to the longstanding clause on allowances. This represents a serious diminution in the conditions of UFU members. This clause has been used, often by practical agreement between the parties, to obtain minimal increases for firefighters in circumstances where bargaining for wage increases has taken an inordinate length of time, just like the current situation. In fact, as you are no doubt aware there is a claim currently reserved by Wilson C in which FRV agreed that there should be an increase under this clause pending resolution of the current drawn-out bargaining process.
- (b) The withdrawal of agreement to the Firefighters’ Registration Board clause. It is hard to see that this relates to funding issues as opposed to political issues arising from other litigation.
- (c) While your letter does not expressly state it, it makes clear that you now wish to resile from agreement over staffing increases. These were agreed through a process in which FRV and the UFU sought to identify what was necessary for the safe operation of FRV. This is a significant betrayal of the process of co-operation which has been undertaken by the parties in these negotiations, and a betrayal of UFU members.

Additionally, your offer fails to recognise or to give effect to the agreement between FRV and the UFU that efficiencies achieved during the creation of the FRV, which were only achieved through UFU co-operation, and were intended by all parties to be utilised to fund wage increases. Those efficiencies on FRV’s figures amount to \$117m. The increases in your offer come nowhere near that figure. The bad faith involved in this about face, which was detailed in my letters to you of 7 March 2023 and 27 March 2023, has prevented any prospect of genuine agreement being reached in bargaining.

Your offer is made on the eve of the first hearing of the UFU’s intractable bargaining application (listed on 9 August 2023). Aside from matters related to the increase in quantum of wages and allowances everything else was agreed, and you have gone on record to that effect. This offer is rejected because it is not a genuine offer, it is nothing more than a cynical, disingenuous and transparent attempt to reframe the issues that will be liable to be arbitrated in an intractable bargaining workplace determination. It is seen by the UFU as such and is rejected out of hand.

Regards,



Peter J Marshall  
Branch Secretary

Hello everyone, and thanks for your time today.

I'd like to provide you with an update on bargaining for a replacement operational agreement, and answer some of the questions I've been receiving from Fire Rescue Victoria employees.

Firstly, at this stage, we are still waiting to receive the Fair Work Commission's decision following last Tuesday's hearing for the intractable bargaining application lodged by the UFU. The outcome of the Fair Work Commission's decision will determine whether we have further time to negotiate with your bargaining representatives, which has always been, and remains my preference.

If we are granting a post-declaration negotiating period, we'll use this time to narrow the matters in dispute, and work with your bargaining representatives to build on the significant progress that has been made throughout the negotiating process to date. To be absolutely clear, we wish to use the 7<sup>th</sup> of August, 2023 offer as the starting point for further negotiations with your bargaining representatives in an attempt to narrow what is outstanding.

As I've said to you before, I'm committed to resolving this matter as quickly as possible, and I'll always be honest and transparent with you. The facts of the matter are as follows:

On the 28<sup>th</sup> of July, 2023, the United Firefighters Union sought to bring the intractable bargaining matter before the Fair Work Commission.

Fire Rescue Victoria supported the UFU's application, even though we wanted to continue negotiating and reach a genuine agreement between the parties. This will continue to be our aim if we are granted a post-declaration negotiating period.

On the 7<sup>th</sup> of August, 2023, FRV put to the UFU, and independent bargaining representatives, an offer. It was the best offer that FRV was authorised by the Victorian Government to provide, and the offer was immediately rejected by the UFU.

To be clear, the offer put to your representatives in the context of bargaining for a replacement agreement was rejected. There was no impact to any conditions of employment, because it has not been voted on and approved by the majority of employees who would be covered by the Operational Agreement – that is, all of you.

There is no attempt to terminate the current agreement. The Fair Work Commission does not have the power to terminate the current agreement through an intractable bargaining application.

As I've said previously, FRV is not seeking to make any alterations to the existing staffing charts, or the number of personnel on the fireground. The ongoing safety of you, our firefighters, and our service to the community is paramount. I'm a firefighter, and I understand the inherent risks of our profession, and I would never compromise the safety of our people.

FRV is not seeking to amend the consultative arrangements in the agreement, change or remove the 10/14 roster, or take away the personal protective equipment our firefighters have. To clarify, the 7<sup>th</sup> of August offer was for a 4-year agreement.

I've been asked questions about these matters repeatedly by you, our employees, and thought it was important to set the record straight.

Last Monday and Tuesday, I was in Canberra, representing FRV at the National Disaster Preparedness Summit, which was convened by the Prime Minister. The Summit brought together fire service and emergency management Chiefs, non-government organisations, insurers, State and Territory Governments, and other stakeholders to discuss the challenges of the upcoming Australian Summer

season, and emergency preparedness more broadly. With my Victorian colleagues, I spoke about Victoria's preparedness for Summer. My attendance at these meetings reaffirms the critical role each and every one of you play in keeping the community safe. The service we provide, and you, our people, are highly regarded and respected by all institutions of power, and, importantly, by the community.

Inter-agency co-operation is an important outcome of Victoria's Fire Service Reform, and it's how we keep Victorians safe. By continuing to work with our emergency services partners, I'm confident we will successfully navigate the challenges that have been forecast for this coming Summer. Knowing that our firefighters are highly trained, capable, and ready to respond, we stand ready to support the Country Fire Authority, and Forest Fire Management Victoria's response year-round, and we work seamlessly with the State's emergency agencies to protect communities. The simple fact is we are prepared for the challenges ahead.

Thank you for your service; I'll speak to you again soon.

Thursday, 5 October 2023

Peter Marshall  
Branch Secretary  
United Firefighters Union  
410 Brunswick Street  
FITZROY VIC 3065

Via Email: [p.marshall@ufuvic.asn.au](mailto:p.marshall@ufuvic.asn.au)

Copy: Laura Campanaro (UFU) [org1@ufuvic.asn.au](mailto:org1@ufuvic.asn.au)

Dear Peter

**Re: Intractable Bargaining Declaration**

As you are aware, on 4 October 2023, a Full Bench of the Fair Work Commission granted the United Firefighters Union's (**UFU's**) application for an intractable bargaining declaration (**Declaration**). The Declaration commenced operation on 4 October 2023.

***Cessation of protected industrial action***

Fire Rescue Victoria (**FRV**) has consistently maintained – including in its letter to the UFU dated 22 September 2023 – that it supports employees' rights to take protected industrial action in accordance with the requirements of the *Fair Work Act 2009* (Cth) (**FW Act**).

However, one of the effects of the Full Bench granting the UFU's application and making the Declaration is that from 4 October 2023 employees will no longer be able to take protected industrial action in relation to negotiations for the proposed Enterprise Agreement to replace the *Fire Rescue Victoria Interim Operational Employees Enterprise Agreement 2020* (see s 413(7)(c) of the FW Act).

In this context, FRV will shortly issue communications to its employees explaining that as a result of the Declaration being made, employees can no longer take protected industrial action. If the UFU wishes to collaborate on communications in this regard, FRV would be happy to discuss this further.

***Assistance of Commissioner Wilson***

In granting the Declaration, the Full Bench has also ordered a post declaration negotiating period from 4 October 2023 to 18 October 2023. The Full Bench has also noted that Commissioner Wilson will be available, on request, to assist the parties during this period.

FRV's position is that the involvement of Commissioner Wilson is likely to assist the parties in the post declaration negotiating period. Accordingly, can you please confirm by no later than 2.00 pm on Friday, 6 October 2023:

- a) whether the UFU consents to FRV approaching Commissioner Wilson on a consent basis to assist the parties in the post declaration negotiating period; and
- b) if so, the availability of the UFU to participate in negotiations facilitated by Commissioner Wilson on Wednesday, 11 October 2023.

If the UFU would like to discuss this matter, please contact Executive Director People and Culture, Jo Crabtree.

Yours sincerely,



Gavin Freeman AFSM  
**Commissioner**  
**Fire Rescue Victoria**



6 October 2023

LC-31

Gavin Freeman AFSM  
Commissioner  
Fire Rescue Victoria  
**Sent by email only**

Dear Commissioner Freeman,

**United Firefighters' Union of Australia v Fire Rescue Victoria: B2023/771**

We refer to your letter of 5 October 2023 in respect of the post declaration negotiating period from 4 October 2023 to 18 October 2023 ordered by the Full Bench on 4 October 2023.

In answer to the questions you posit:

1. The UFU prefers in the first instance to meet with the FRV representatives in person. The UFU is open to seek assistance from Commissioner Wilson after that, if both parties agree it would be helpful at some point in the negotiating period.
2. The UFU's representatives will be available to meet with FRV on Wednesday 11 October, 9:30AM – 12:00PM at the Fair Work Commission (if a suitable room can be made available), or otherwise at Zagame's House, 66 Lygon St, Carlton.

We await your response.

Yours sincerely,

Peter Marshall

Branch Secretary

13 October 2023

Peter Marshall  
Branch Secretary  
United Firefighters Union  
410 Brunswick Street  
FITZROY VIC 3065

By Email: [p.marshall@ufuvic.asn.au](mailto:p.marshall@ufuvic.asn.au)

Dear Peter,

**RE: BARGAINING – OPERATIONAL AGREEMENT**

We refer to the intractable bargaining declaration made by the Full Bench of the Fair Work Commission (**FWC**) on 4 October 2023.

We also refer to our bargaining meeting and discussions on 11 October 2023. In those discussions FRV discussed the key elements of the package that it had offered as outlined in the letter of 7 August 2023 (**7 August Offer**) and sought the UFU's position and comments in response.

While we understand that the UFU has rejected the package that has been offered and does not agree to any of the conditions matters identified in the 7 August Offer or the salary increases and lump sum payments in the 7 August Offer (and those matters are clearly in issue between the parties), we remain hopeful that you will reconsider your position in relation to the matters outlined in that offer for the purpose of progressing negotiations during the current post-declaration negotiating period.

Accordingly, this letter sets out some further detail regarding the rationale for the matters outlined in the 7 August Offer and related matters. We also seek response from the UFU, including clarity in relation to its position on wages.

FRV is committed to participating in the post-declaration negotiating period in good faith and attempting to seek agreement in relation to the terms of a new enterprise agreement.

**7 August Offer**

As discussed, the terms of the 7 August Offer reflect the terms that the Victorian Government has advised FRV that it is prepared to approve on an overall package basis.

For the purpose of you giving this offer genuine further consideration, we have set out below a further explanation of the key elements of this offer and the rationale for the position being adopted:

- **Financial offer** – The wages and allowances offer approved by the Victorian Government is consistent with the Victorian Government's 2023 Wages Policy and the Enterprise Bargaining Framework (**Wages Policy**).



As contemplated in the 7 August Offer, the details of the financial offer will need to be adjusted in light of the substantial increase to existing allowances under the current agreement recently awarded by Commissioner Wilson in matter C2023/2071, which followed the 7 August Offer, (in a manner which is consistent with the UFU's submission that any increase awarded by Commissioner Wilson would be absorbed into any increases being contemplated as part of bargaining for a replacement enterprise agreement). As previously explained to the UFU, it is critically important that the enterprise agreement is fiscally sustainable and fully funded.

In relation to the four proposed annual increases to wages and allowances of 3%, these increases reflect the maximum increases permitted under the Wages Policy.

In relation to additional proposed lump sum payments, FRV confirms that the:

- lump sum cash payment of approximately \$7,359 (per full-time equivalent) under Pillar 1 was calculated consistent with the Wages Policy on the basis that it is equivalent to an additional 0.5 per cent of overall agreement costs (defined as a per annum amount calculated on wages and wage-related conditions);
- four lump sum cash payments of approximately \$2,021 each under Pillar 3 was offered consistent with the Wages Policy, which provides that additional changes to allowances and other conditions (not general wages) will be allowed if the Victorian Government agrees that the changes will address key operational or strategic priorities for the agency, and/or one or more of the Public Sector Priorities and provided the associated costs are funded through appropriate cash offsets or a government approved funding strategy.

The Wages Policy also requires that the total package must be fiscally sustainable and funded from indexation, revenue, appropriate cost offsets or a government-approved funding strategy.

- **Staffing numbers** – FRV has consistently maintained that it will seek to increase staffing numbers in accordance with approved funding. However, FRV does not agree to any increases to staffing numbers being included as part of the proposed agreement. Amongst other things, this is because any increase to staffing numbers specified in the enterprise agreement would need to be fully funded as part of the agreement process and this additional funding has not yet been approved.
- **Arbitration of extra claims clauses** – The 7 August Offer excluded clauses allowing for the FWC to arbitrate extra claims during the life of the enterprise agreement on the basis that such clauses were not approved by the Victorian Government and were not part of the package offered with the wage offer in the 7 August Offer. FRV understands that the Victorian Government did not approve the inclusion of these clauses because it was concerned that such clauses could result in additional unbudgeted costs during the life of the new enterprise agreement and undermined clarity and certainty of outcome.

In practice, the effect of this condition imposed by the Victorian Government is that a small number of clauses in the UFU's version 14 of the proposed agreement would not be included in the form proposed and would not include the capacity for the FWC to arbitrate extra claims under the agreement. The clauses are: the productivity clause (at clause 22); the allowances clauses (at clauses 104.3, 132.3, 162.3, 199.3); and the harmonisation and alignment clauses (at clauses 12 and 13).

- **Firefighter's registration board** – The 7 August Offer also excluded any reference to a firefighter's registration board. These references were not approved by the Victorian Government and were not approved as part of the package with the wage offer. The practical effect of this condition is that clauses 54 and 55 of the UFU's version 14 of the proposed

agreement require amendment to remove all references to the firefighter's registration board. FRV understands that the Victorian Government did not approve the inclusion of these clauses because the matters in those clauses have already occurred and therefore have served their purpose. It also has the potential to create ambiguity and be a possible basis for disputes.

To confirm, whilst the parties had reached in-principle agreement in relation to the vast majority of conditions matters during bargaining, it was always contemplated that the position on all of the conditions matters was subject to agreeing an acceptable package, including the wages/allowances matters (which has not occurred), and was subject to the need to obtain Victorian Government approval after in-principle agreement and that this may result in changes to conditions matters.

### **Intractable bargaining declaration and agreed terms**

FRV is committed to reaching an acceptable outcome in relation to an enterprise agreement to replace the current operational enterprise agreement.

The post-declaration negotiating period provides an opportunity to reach agreement on the terms of a replacement enterprise agreement with the necessary degree of finality (including obtaining the required governmental approval) to satisfy the definition of 'agreed terms' for the purpose of inclusion in a workplace determination and otherwise endeavour to identify matters that are in issue.

As you are aware, the 7 August Offer was expressed as a package and, in the absence of that package being accepted, there are currently no matters that meet the definition of 'agreed terms' for the purpose of being automatically included in a workplace determination. Even if certain matters are said by the UFU to be agreed for relevant purposes at some point in the past (which cannot be accepted on the basis that any 'in-principle' agreement was always subject to government approval and overall agreement on the terms of the replacement enterprise agreement), the 7 August Offer and subsequent correspondence make it clear that this is no longer the case.

Given the legal framework within which workplace determinations are made, if the parties are able to progress negotiations to the point at which relevant matters meet the definition of 'agreed terms' by the end of the post-declaration negotiating period, this will reduce the risk of there being certain matters within both the current enterprise agreement and proposed enterprise agreement that cannot be included in any workplace determination as a result of constitutional limitations.

Additionally, in circumstances where the 7 August Offer has been expressed as a package, if this offer remains unacceptable to the UFU and the UFU remains unwilling to negotiate on the basis of this offer, this is likely to impact upon the approvals from Government with respect to any future offer and / or the terms sought to be included in any workplace determination.

Within this context, FRV is participating in the current discussions with the strong desire that the parties progress to the point at which as many matters as possible meet the definition of 'agreed terms' (including obtaining the required government approval) and may be included in any workplace determination ultimately made by the FWC on that basis. However, in order for FRV to obtain the necessary approval from the Victorian Government, the UFU would need to reconsider its position in relation to the 7 August Offer. We strongly urge you to reconsider your position in relation to these matters and clearly identify the changes that would need to be made to the 7 August Offer to make that offer acceptable to the UFU.

We therefore seek UFU's response, including:

- clarification of the UFU's position on wages, having regard to the 7 August Offer (and the arbitrated increase in allowances in C2023/2071 that occurred on 15 August 2023); and
- whether it is proposing any counter proposal to the package.

**Next steps**

We look forward to receiving your response to the matters raised in this letter by 3pm on Monday 16 October 2023.

We anticipate that we will seek a further meeting with the UFU on Tuesday, 17 October 2023 to continue negotiations with the assistance of Commissioner Wilson.

If the UFU has any further questions about the proposed agreement, please contact me in writing. We confirm that we will provide a copy of this letter to the other bargaining representatives.

Yours sincerely,



**Gavin Freeman AFSM**  
Fire Rescue Commissioner



16 October 2023

LC-33

Gavin Freeman AFSM  
Commissioner  
Fire Rescue Victoria  
**Sent by email only**

Dear Commissioner Freeman,

We refer to the discussions held on Wednesday 11 October from 10.15am, being the first session held in the post declaration negotiating period (**PDNP**).

The correspondence sent by you on the afternoon of Friday, 13 October 2023 does not reflect an accurate account of events.

The UFU confirms the following took place at the first session of the PDNP:

1. At the outset of the session, the UFU's representatives identified that the UFU was commencing bargaining in this session on the basis that the parties had agreed to all of the clauses set out in Version 14 of the draft Agreement, and as confirmed in Commissioner Wilson's Statement of 19 June 2023. The UFU's representatives stated that they understood that the Government now took a different view in this respect, and that the purpose of the negotiations was to try to reach agreement on matters in issue.
2. The UFU then sought and received confirmation that the Parties were content to work off Version 14 of the proposed Operational Staff Agreement for the purposes of the discussions.
3. The UFU then sought and received confirmation that the FRV did not seek to re-open and renegotiate all of the clauses in Version 14. To the contrary, the FRV's position was that it only sought to engage in negotiations in respect of quantum of wages, and the three matters identified in the FRV's offer of 7 August 2023 namely: minimum staffing; registration board; and clauses allowing for extra claims to be arbitrated in the Fair Work Commission.
4. The Parties then commenced negotiating in respect of minimum staffing in Schedule 1 of Version 14:
  - (a) At the outset, the UFU sought to understand the FRV position on minimum staffing numbers given that the FRV's offer of 7 August made clear that the issue was funding



only and that the issue “would not result in a change to the replacement Operational Agreement”.

- (b) The FRV’s representatives confirmed that, whilst there was no dispute that there is agreement on the number of the additional firefighters (namely, 583 new firefighter positions over the life of the new Agreement), the Government did not want any increases in staffing numbers (ie, the numbers themselves) to appear in the Agreement.
  - (c) When the UFU sought to understand the reason why, if numbers were not in dispute, the staffing numbers should not be included in the Agreement as they had been in past agreements – the FRV representatives were not able to answer the question. The FRV representatives said that it is what Government had told them.
  - (d) The UFU also sought to understand why these matters could not be the subject of an agreement on funding now. Once again, the representatives of FRV indicated that funding was a matter for government, and that the FRV was in no position to address this or reach agreement on the issue.
  - (e) The UFU proposed that funding for minimum staffing could be negotiated by using a portion of the quantum of Efficiencies being claimed by the UFU (namely the \$203 million identified in the UFU’s counter-offer dated 15 March 2023). However, FRV representatives stated that they did not have any authority to negotiate this.
  - (f) The UFU then asked whether – leaving funding and government’s views aside - the FRV, as the bargaining representative, would approve Schedule 1 in the current form including the staffing numbers in the new agreement. The FRV answered ‘yes’, but that this would also need to be confirmed by more senior people at the FRV.
5. The UFU then stated that the FRV’s position was entirely unsatisfactory as both the FRV and the Government made submissions to the Full Bench on the basis that the clauses as identified in the FRV’s offer of 7 August 2023 could be narrowed through negotiation. The Full Bench declared a PDNP based on those submissions. The Government also submitted that it had a significant interest in the proceedings, including because of the funding issues involved.
6. As a result of this situation, the UFU stated that it would listen to what the FRV representatives had been instructed to say by way of clarification of the matters in the FRV offer of 7 August 2023, but that it would be pointless to engage in negotiations over those matters because of the absence of any person authorised to negotiate and finalise such negotiations. The FRV representatives agreed that this was the situation necessitated by the absence of such instructors or instructions.



7. On that basis, the UFU proceeded to listen to the FRV's position on the remaining clauses.
8. The next clause that was dealt with was the registration board. It was stated by the FRV representatives that the Government wanted any and all references to the registration board removed from the agreement. When asked the reason why, the principal reason put forward was funding.
9. The UFU representatives asked what the funding cost of the registration board was. The FRV representatives stated that they did not know the cost was, and that, save as to speculate what other reasons the government may have had to reject the registration board clause, they could not engage in further discussions on this issue.
10. The UFU notes that FRV's correspondence of 13 October 2023 does not refer to funding of the registration board as being an issue. Rather, two additional reasons are advanced based on what FRV "understands" the Government's position to be in rejecting the clause. Such reasons were not identified in the FRV's 7 August 2023 offer. The UFU will address this matter at the next PDNP session.
11. After a break, the FRV then explained its position indicating that "government" sought removal of all references to arbitration in clauses 12.2.3-4; 13.6-7; 22.3; 104.3; 132.3; 162.3 and 199.3 so as to achieve financial certainty (no claims).
12. The FRV also explained its wages offer as set out in the letter of 7 August 2023, and sought some indication on what the UFU's response on wages will be. The UFU indicated that it would seek an agreement based on the components identified in its counter-offer of 15 March 2023 including the \$203 million in Efficiencies identified in the annexure to that counter-offer, and cost of living factors. As mentioned above, the UFU made clear that it had hoped the parties could negotiate all funding issues in these negotiations based on the Efficiencies achieved, including for minimum staffing.
13. The FRV concluded the meeting on the basis that it understood the UFU's position about the absence of any authority or any person with authority to be able to meaningfully engage in negotiations.

The UFU, despite its stated position that all matters have been agreed, is attending the PDNP sessions on the basis of the orders of the Full Bench. It intends to do so in good faith as it indicated at the outset of the first session.

However, the first session proved almost entirely futile because of the lack of preparation on the part of the FRV.



This situation is completely unsatisfactory. Please ensure that, before the next session, the FRV representatives have obtained the necessary authority to negotiate and agree to all of the matters that they say are in issue. The UFU's representatives comprise of, in part, the UFU Industrial Officer Coordinator and myself, as the Union's Branch Secretary. Accordingly, we respectfully request that at the next PDNP session you make yourself available to attend as the most senior representative at Fire Rescue Victoria.

The UFU will make itself available to meet with FRV representatives only tomorrow, Tuesday 17 October between 11.00AM and 1.00PM. As previously stated, the UFU is open to seek assistance from Commissioner Wilson if both parties agree it would be helpful.

Yours sincerely,

Peter Marshall

**Branch Secretary**

**Tonia Sakkas**

---

**From:** Laura Campanaro  
**Sent:** Tuesday, 17 October 2023 12:27 PM  
**To:** FREEMAN, Gavin  
**Cc:** CRABTREE, Jo; Peter Marshall  
**Subject:** UFU Documentation to FRV  
**Attachments:** 23-10-17 Firefighters Registration Board.pdf; 23-10-17 Wages & Allowances.pdf

Dear Mr Freeman,

The UFU has not received a response from FRV regarding FRV's proposed PDNP session for today.

As such, we send to you the two documents that UFU was intending to table at the session.

Please respond to the **attached** documents by 2PM, tomorrow 18 October.

Regards,

**Laura Campanaro**

*Sent on behalf of Branch Secretary Peter Marshall*

**United Firefighters Union**

Victorian Branch

408-410 Brunswick Street, Fitzroy 3065

Victoria Australia

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17 October 2023

UFU Document provided to FRV

### **Clause 55 – Firefighters Registration Board**

In FRV's letter of 7 August 2023 it is advised that there is no agreement on the UFU's claim for the establishment of a Firefighters' Registration Board.

It is the UFU's position that the UFU's claim for the establishment of a Firefighters' Registration Board has been agreed in the form of a clause similar to the one in the current 2020 Enterprise Agreement.

Without in any way derogating from the UFU's position on this issue, but noting FRV's correspondence, we propose a revised claim for the inclusion of the following clause in a replacement Operational Agreement:

#### **55. FIREFIGHTERS' REGISTRATION BOARD**

**The FRV will continue and maintain the firefighters' registration board established under the Fire Rescue Victoria Operational Employees Interim Enterprise Agreement 2020 and provide all necessary funding, resources, facilities and personnel to enable its continued operation.**

Please respond by 2PM, Wednesday 18 October 2023.

**17 October 2023**

UFU Document provided to FRV

**Wages & Allowances** (based on a 3 year Enterprise Agreement)

In the UFU's correspondence to FRV dated 16 October 2023 at paragraph 12, we wrote the following:

12. The FRV also explained its wages offer as set out in the letter of 7 August 2023, and sought some indication on what the UFU's response on wages will be. The UFU indicated that it would seek an agreement based on the components identified in its counter-offer of 15 March 2023 including the \$203 million in Efficiencies identified in the annexure to that counter-offer, and cost of living factors. As mentioned above, the UFU made clear that it had hoped the parties could negotiate all funding issues in these negotiations based on the Efficiencies achieved, including for minimum staffing.

**The UFU's Position (on Pillars 1 and 3 in the context of a 3-year Enterprise Agreement) is further explained as follows:**

1. Pillar 1 provides for **3%** per annum per Operational Employee.

2. Pillar 3 provides a mechanism to pay efficiencies.

a. The efficiencies as identified by FRV and UFU since 2020 =  
\$203,768,949

Number of Operational Employees = 3690\*

**Total Wage Increase per Operational Employee from Efficiencies =  
20.36% per annum.**

3. Additional Cost of Living Adjustment ("COLA") Payments can proceed to arbitration.

Please respond by 2PM, Wednesday 18 October 2023.

18 October 2023

Peter Marshall  
Branch Secretary  
United Firefighters Union  
410 Brunswick Street  
FITZROY VIC 3065

By Email: [p.marshall@ufuvic.asn.au](mailto:p.marshall@ufuvic.asn.au)

Dear Peter

**RE: BARGAINING – OPERATIONAL AGREEMENT**

Fire Rescue Victoria (**FRV**) refers to the bargaining for a new operational firefighters' agreement (**Operational Agreement**) with the United Firefighters' Union of Australia (**UFU**), to the intractable bargaining declaration (**IBD**) made by the Full Bench of the Fair Work Commission (**FWC**) on 4 October 2023, and to the following which has occurred since the IBD was made:

- your letter of 10 October 2023;
- the meeting that took place between FRV and the UFU on 11 October 2023, including FRV explaining the 7 August Offer and addressing any issues and questions raised;
- our letter to you dated 13 October 2023 (**FRV 13 October Letter**), and your response dated 16 October 2023 (**UFU 16 October Letter**); and
- your correspondence dated 17 October 2023 in respect of the Firefighters Registration Board and wages and allowances (**UFU 17 October Correspondence**).

**UFU 16 October Letter**

FRV does not agree with most of the matters set out in the UFU 16 October Letter and, in particular, with your characterisation of what was discussed at the meeting on 11 October and FRV's purported position or response in relation to a number of matters. We do not intend to respond to each and every matter raised but confirm the following:

- As you know, prior to the meeting taking place the FRV advised the UFU that the intention was for a Government representative to attend the meeting. The UFU opposed any such attendance and as a result there was no Government representative in attendance at the meeting.
- FRV agrees that the UFU representatives made clear at the outset that the UFU's position was as set out in Commissioner Wilson's Statement of 19 June 2023, that there were only two outstanding matters (wages and allowances) and the UFU's position will not change and that will be the UFU's focus in the arbitration. We understand that this is the UFU's position, but it is not accepted by FRV.
- FRV confirmed that its position for the purposes of the negotiation was a preparedness to reoffer and resolve negotiations for a replacement Operational Agreement on the basis of the 7 August Offer, which was put as a package that the Government was prepared to approve, and explaining that position and seeking to understand if UFU was prepared to discuss and accept that package.

- In relation to the Firefighters Registration Board, FRV made the point that, in addition to the concerns about funding of the Board, FRV's authorised position was that the work of the clause in the current enterprise agreement had been done and there was a concern about the potential overlap or duplication with the statutory registration board.
- In relation to staffing numbers, FRV made it clear that its authorised position was to carry across the numbers from the current enterprise agreement into the proposed Operational Agreement (and FRV did not otherwise agree to Schedule 1 in V14 of the proposed agreement).
- In relation to paragraph 5 of the UFU 16 October Letter, FRV confirms that both FRV and the Government did make submissions about the post declaration negotiating period potentially being used to narrow the matters at issue between the parties. These submissions were made on the basis that nothing was currently agreed, which was noted by the Full Bench, because negotiations, and any previous in-principle agreement, had proceeded on the basis that they were subject to agreeing an acceptable package including wages/allowances and subject to Government approval.

For clarity, FRV reiterates its position that whilst the parties had reached in-principle agreement on a majority of conditions matters during bargaining, this was always on the basis that the position on those matters was subject to agreeing an acceptable package, including the wages and allowances matters (which has not occurred), and was subject to the need to obtain Government approval after in-principle agreement and that this may result in changes to conditions matters. FRV then made a substantive offer which reflected the package that had been authorised by Government, as set out in the 7 August Offer, overtaking the previous position.

### **UFU 17 October Proposals**

In the FRV 13 October Letter, FRV sought the UFU's response including:

- clarification of its position on wages, having regard to the 7 August Offer (and the arbitrated increase in allowances in C2023/2071 that occurred on 15 August 2023); and
- whether it is proposing any counter proposal to the package.

The UFU 16 October Letter does not provide any response to these matters, however the UFU 17 October Correspondence sets out:

- an alternative proposed Firefighters Registration Board clause; and
- the UFU's position on wages and allowances, including a proposal that:
  - Pillar 1 provides for 3% per annum per operational employee;
  - Pillar 3 provides for increases for efficiencies of 20.36% per annum; and
  - additional cost of living adjustment payments proceed to arbitration.

You have requested that FRV provide a response to those proposals by 2pm today. I confirm that FRV does not have authority from Government to accept the proposed Firefighters Registration Board clause, nor can it agree to the wage and allowance proposal set out in the UFU Correspondence.

### **UFU Rejection of the Package and Government Approved FRV position**

As you are aware, the 7 August Offer reflects the terms (including, amongst other things, proposed salary increases, lump sum payments and certain conditions) that the Victorian Government advised FRV it is prepared to approve on an overall package basis. FRV has not been authorised to agree to any other proposal and it is clear that UFU have rejected the 7 August Offer, including wages and conditions.

Unfortunately, in circumstances where FRV has made it clear that the 7 August Offer was put as a package, the UFU's rejection of this package means that there are currently no matters that meet the definition of 'agreed terms' for the purpose of inclusion in a workplace determination.

Therefore, whilst it is not FRV's preference, given the UFU's intractable bargaining application and the status of bargaining outlined above, the matter will need to proceed to the Commission for the making of a workplace determination.

If the UFU has any further questions, please contact me in writing. We confirm that we will provide a copy of this letter to the other bargaining representatives.

Yours sincerely,

A handwritten signature in blue ink that reads "Gavin Freeman".

**Gavin Freeman AFSM**  
Fire Rescue Commissioner