

**Metropolitan Fire and Emergency
Services Board
&
United Firefighters Union
Operational
Staff Agreement 2016**

PART A - CONDITIONS APPLYING TO ALL EMPLOYEES

A1 - APPLICATION, OPERATION AND STRUCTURE

1. TITLE

This Agreement will be known as the Metropolitan Fire and Emergency Services Board, United Firefighters Union of Australia, Operational Staff Agreement 2016

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3. OBJECTIVES

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

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

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

3.1.2. enhanced job security for current and future employees

3.1.3. providing clarity and certainty to employees of the changes to work practices expected for the life of the agreement

3.1.4. agreed processes and principles to continue to adapt to a varying response climate

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

3.1.6. recognising that a productivity model recognises the changing knowledge requirements of employees covered by this agreement in all phases of the enterprise activity and also caters for:

a) increasing requirement for innovation

b) accelerating adoption of technology

c) management of risk

d) motivation of a diverse workforce

e) working conditions as a work value differentiator

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

- 3.1.8. respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination
- 3.1.9. resources and working arrangements to enable the MFB to meet new and changing local service delivery requirements,
- 3.1.10. acceptance that during the life of the Agreement, there are productivity initiatives and benefits.
- 3.1.11. In implementing this Agreement the parties will act consistently with equal opportunity and anti-discrimination legislation.

3.2. Nothing in this clause is taken to affect;

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

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

3.2.3. The exemptions in the Act.

4. PERIOD OF OPERATION

- 4.1. This Agreement shall come into force from a date 7 days after the date it is approved and the nominal expiry date will be 1 July 2019. The parties agree that this agreement shall remain in force until replaced by a new agreement.
- 4.2. All employees will receive a sign on bonus of \$3000 on the commencement of this agreement.
- 4.3. The employer shall bargain collectively in relation to the replacement, renewal, extension or variation of this agreement.

5. RENEGOTIATION

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

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

6. APPLICATION OF AGREEMENT AND PARTIES BOUND

6.1. This Agreement, including its schedules, applies to, covers, and is binding on:

6.1.1. The Metropolitan Fire and Emergency Services Board (MFESB or MFB) and any successor, assignee or transmittee of all or part of the MFESB's business, or activities, (whether or not that successor, assignee or transmittee is engaged in the business of fire prevention or suppression).

6.1.2. The United Firefighters Union of Australia (UFU), and

6.1.3. All employees of the MFESB engaged in or performing work that is or may be performed by an employee engaged in a classification or occupation referred to in this agreement; and

6.1.4. Employees of the MFESB undertaking any of the work or duties performed by employees referred to in 6.1.3.

6.2. No third party (except where expressly provided and excluding FWC or any court) has any right to interfere with the terms and conditions provided for in this agreement.

7. STRUCTURE AND APPLICATION OF AGREEMENT

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

apply. However, where there is an inconsistency between the general provision in Part A and a relevant provision in Part B to D inclusive then the specific provision in Part B to D inclusive applies to the extent of the inconsistency.

7.1. The Agreement consists of **Parts** A, B, C, D and schedules 1 through to 21 inclusive.

7.2. **Part** A of this Agreement applies to all employees referred to in 6.1.3.

7.3. **Part** B of this Agreement – Conditions applying to all employees.

7.4. **Part** C of this agreement applies to Commanders and ACFO's.

7.5. **Part** D of this Agreement – Conditions applying to Fire Services Communications Controllers – applies to employees referred to in clause 147.

7.6. 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.

7.7. In interpreting this agreement a construction that advances the objectives of this agreement shall be preferred.

7.8. The MFB 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:

7.8.1. Metropolitan Fire Brigades Act 1958

7.8.2. Occupational Health and Safety Act 2004

7.8.3. Public Administration Act 2004

7.8.4. Gas Safety Act 1997

7.8.5. Public Sector Management and Employment Act 1998

7.8.6. Emergency Management Act 2013

8. RELATIONSHIP TO PREVIOUS AGREEMENTS

8.1. This agreement supersedes all the provisions in the:

- 8.1.1. UFU/MFESB Operational Staff Agreement 2010; and the
- 8.1.2. MFESB UFU ACFO Agreement 2010.

9. OBLIGATIONS

9.1. Obligations on the MFESB

- 9.1.1. If a term or condition of this Agreement confers an entitlement or benefit on an employee, MFESB will comply with that term or condition and provide that entitlement or benefit.
- 9.1.2. If a term or condition of this Agreement imposes an obligation on the MFESB with respect to an employee, the MFESB will comply with that obligation.
- 9.1.3. If a term or condition of this Agreement permits a party to do an act or thing, the MFESB will permit that act or thing to be done.

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. **Act** means the Fair Work Act 2009 as amended from time to time, or any successor to that Act.
- 11.2. **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.
- 11.3. **Union** or **UFU** means the United Firefighters Union of Australia.

- 11.4. **MFB Act and/ or Regulations** means the Metropolitan Fire Brigades Act 1958 (Vic) and Regulations as amended from time to time, or any successor to that Act.
- 11.5. **FWC** means the Fair Work Commission.
- 11.6. **Career Firefighter** means a paid employee of the MFB in one of the classifications of this Agreement and who has been appointed in accordance with this agreement including clause 12.3. A career firefighter is also referred to in this agreement as a Professional Firefighter.
- 11.7. **Continuous Service** means service under an unbroken contract of employment and includes any period of leave or absence provided for in this agreement or agreed to by the parties to this agreement
- 11.8. **Duty Station/Work Location** means the station/workplace at which an employee is carrying out his/ her normal duties.
- 11.9. **Emergency Management Act 2013** means the Emergency Management Act 2013 and Regulations as amended from time to time, or any successor to that Act.
- 11.10. **Employee** means an employee to whom this agreement applies (unless the context otherwise requires)
- 11.11. **Employer** means the Metropolitan Fire and Emergency Services Board.
- 11.12. **Occupational Health and Safety Act 2004** means the Occupational Health and Safety Act 2004 and Regulations as amended from time to time, or any successor to that Act.
- 11.13. **Operational stream of firefighting** means the stream of consecutive ranks from recruit through to ACFO as referred to in clauses 12.2.1 through to 12.2.13 and not including the ranks in clauses 12.2.10.
- 11.14. **Professional Firefighter** has the same meaning as career firefighter.
- 11.15. **MFESB recruit firefighter training course** is the MFESB delivered recruit training course referred to in schedule 3 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 MFB specific requirements from table 3 and table 4.

- 11.16. **MFESB Firefighter Level 1 modules** are the level 1 units in tables 1 and 2 of schedule 3 with the inclusion of the Firefighter Level 1 level MFB specific requirements from table 3 and table 4.
- 11.17. **MFESB Firefighter Level 2 modules** are the level 2 units in table 1 of schedule 3 with the inclusion of the Firefighter Level 2 level MFB specific requirements from table 3 and table 4.
- 11.18. **MFESB Firefighter Level 3 modules** are the level 3 units in table 1 of schedule 3 with the inclusion of the Firefighter Level 3 level MFB specific requirements from table 3 and table 4.
- 11.19. **MFESB Qualified Firefighter modules** are the Qualified Firefighter units in table 2 of schedule 3 with the inclusion of the Leading Firefighter level MFB specific requirements from table 3 and table 4.
- 11.20. **MFESB Leading Firefighter modules** are the Leading Firefighter units in table 2 of schedule 3 with the inclusion of the Leading Firefighter level MFB specific requirements from table 3 and table 4.
- 11.21. **MFESB Command and Control modules** are the command and control units of the Leading Firefighter units in table 2 of schedule 3 with the inclusion of the Leading Firefighter Level 1 level MFB specific requirements from table 3 and table 4.
- 11.22. **Station Officer modules** are the Station Officer units in table 2 of schedule 3 with the inclusion of the Station Officer Level MFB specific requirements from table 3 and table 4.
- 11.23. **Senior Station Officer modules** are the Senior Station Officer units in table 2 of schedule 3 with the inclusion of the Senior Station Officer Level MFB specific requirements from table 3 and table 4.
- 11.24. **Commander modules** are the Commander units in table 2 of schedule 3 with the inclusion of the Commander Level MFB specific requirements from table 3 and table 4.
- 11.25. **ACFO modules** are as follows: BSBFIM701A Manage Financial Resources, BSBPMG606A Direct Human Resources Management of a Project Program, BSBINM601A Manage Knowledge and Information, BSBIMM801A Lead Innovative Thinking and Practice,

BSBMGT608C Manage Innovation and Continuous Improvement and CHCORG605B Manage Human Resources in a Community Sector Organisation.

- 11.26. **FSCC modules** are the Senior Station Officer units in table 2 of schedule 3 with the inclusion of the Senior Station Officer Level MFB specific requirements from table 3 and table 4 and PUAECO009A, PUAECO010A, PUACOM003B, BSBCON401A, BSBOHS405B and PUAECO011A, delivered under MFB delivery methodology and course structure agreed between the parties.

12. CLASSIFICATIONS, CAREER PATHS AND OPPORTUNITIES

- 12.1. The provisions of this clause shall be interpreted and applied having regard to the inherently dangerous nature of firefighters' duties.
- 12.2. Each employee to whom this Part applies shall be classified in one of the following classifications:
- 12.2.1. Recruit Firefighter
 - 12.2.2. Firefighter Level 1
 - 12.2.3. Firefighter Level 2
 - 12.2.4. Firefighter Level 3
 - 12.2.5. Qualified Firefighter
 - 12.2.6. Senior Firefighter
 - 12.2.7. Leading Firefighter
 - 12.2.8. Station Officer
 - 12.2.9. Senior Station Officer
 - 12.2.10. Fire Services Communications
Controller
 - 12.2.11. Senior Fire Services
Communications Controller
 - 12.2.12. Commander

12.2.13. Assistant Chief Fire Officer

12.3. Classification and Rank Appointment and Progression

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

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

Employees will only be appointed to a classification if they are already employed in the classification immediately below the classification to which they are to be appointed. For the avoidance of doubt, no person can be employed without first entering the MFB at the classification of recruit. The only exception to this are the lateral entry provisions of this agreement.

- 12.3.1. **Recruit Firefighter (C)** means a probationary Firefighter, who is undertaking the MFESB recruit firefighter training course.
- 12.3.2. **Firefighter Level 1 (C)** means a Firefighter who has completed the MFESB recruit firefighter training course in accordance with the training framework at schedule 3. Firefighter Level 1 (C) employees who have successfully completed the MFESB recruit firefighter training course shall be engaged in the duties of a Firefighter Level 1 (C) in accordance with the classification description for Firefighter Level 1 (C) (schedule 12).
- 12.3.3. **Firefighter Level 2 (C)** means a Firefighter who has completed the MFESB recruit firefighter course and has completed twelve months service with the MFESB and all MFESB Firefighter Level 1 (C) modules.
- 12.3.4. Firefighter Level 2 (C) employees are engaged in the duties of a Firefighter Level 2 (C) in accordance with the classification description for Firefighter Level 2 (C) (schedule 12). The modules and training applicable for progression to this paypoint are contained in the training framework at schedule 3.
- 12.3.5. **Firefighter Level 3 (C)** means a firefighter who has completed 24 months service with the MFESB and all MFESB Firefighter Level 2 (C) modules.

- 12.3.6. Firefighter Level 3 (C) employees are engaged in the duties of a Firefighter Level 3 (C) in accordance with the classification description for Firefighter (C) (schedule 12). The modules and training applicable for progression to this paypoint are contained in the training framework at schedule 3.
- 12.3.7. **Qualified Firefighter (C)** means a firefighter who has completed a minimum of 36 months service with the MFESB, all MFESB Firefighter Level 3 modules and possesses the Certificate of Proficiency.
- 12.3.8. Qualified Firefighter (C) employees are engaged in the duties of a Qualified Firefighter (C) in accordance with the classification description for Qualified Firefighter (C) (schedule 12). The modules and training applicable for progression to this paypoint are contained in the training framework at schedule 3.
- 12.3.9. **Senior Firefighter (C)** means a firefighter who translates to this paypoint as a result of being a Senior Firefighter in the previous agreement.
- 12.3.10. **Leading Firefighter (C)** means a firefighter who has completed a minimum of 48 months career firefighting service with the MFESB, has successfully completed all MFESB Firefighter Levels 1, 2 and 3 modules, all MFESB Qualified Firefighter modules, all LFF modules, all Command and control modules and has been a Qualified Firefighter with the MFESB (the LFF requirements)., Leading Firefighter (C) employees are engaged in the duties of a Leading Firefighter in accordance with the position description for that classification in SCHEDULE 12 -.
- 12.3.11. **Senior Leading Firefighter (C)** means a career firefighter who has completed 5 years service within the MFB at the classification of Leading Firefighter.
- 12.3.12. **Station Officer (C)** means an appointed Officer who has completed a minimum of 6 years career firefighting service with the MFESB, with at least 1 year at a minimum classification of Leading Firefighter with the MFESB, and has successfully completed the Station Officer modules and MFESB Station Officer assessment (**the SO requirements**). Station Officer employees are engaged in the duties of

a SO in accordance with the position description for that classification in SCHEDULE 12 -.

- 12.3.13. **Senior Station Officer (C)** means an appointed Officer who has completed a minimum of 2 years service with the MFESB at the Station Officer Level and has successfully completed the Senior Station Officer modules and assessment (**the SSO requirements**). Senior Station Officer (C) employees are engaged in the duties of a SSO in accordance with the position description for that classification in SCHEDULE 12 -.
- 12.3.14. **Commander (C)** means an appointed officer who has completed a minimum of 1 years service with the MFESB at the SSO Level on shift and a minimum of 1 years service with the MFESB at the SO or SSO Level in a day duty department and who has successfully completed the Commander modules and assessment (**the Commander requirements**). Commander employees are engaged in the duties of a Commander in accordance with the position description for that classification in SCHEDULE 5 -.
- 12.3.15. **Assistant Chief Fire Officer (C)** means an employee appointed officer who has a minimum of two years service with the MFESB at the Commander Level and who has successfully completed the ACFO modules and assessment (**the ACFO requirements**). ACFO employees are engaged in the duties of a ACFO in accordance with the position description for that classification at SCHEDULE 10 - and the functions at SCHEDULE 11 -.
- 12.3.16. **Fire Service Communication Controller (C)** means an appointed officer who has completed a minimum of 10 years service with the MFESB at the Station Officer Level (half of which has been on shift) and has successfully completed the FSCC modules and assessment (**the FSCC requirements**). FSCC employees are engaged in the duties of a FSCC in accordance with the position description for that classification at SCHEDULE 8 -.
- 12.3.17. **Senior Fire Service Communication Controller** means a Fire Service Communication Controller who has completed 12 months service within the MFB at the classification of FSCC. Where this agreement refers to a FSCC, it shall be taken to include Senior FSCC, unless the context requires otherwise.

- 12.3.18. All accrued entitlements of any employee who enters the MFB via lateral entry and who's immediately previous employment was within the CFA that are available to be transferred to the MFB, including but not limited to annual leave, long service leave and personal/carers leave, will be accepted and credited by the MFB. The MFB will recognise prior service completed with the other agency. Where the MFB employee transfers permanently to the CFA the MFB will transfer all accrued and unpaid entitlements to that agency.
- 12.3.19. A secondment program which operates separately to the appointment and progression clauses for secondment from the CFA to the MFB is in clause 41.
- 12.3.20. No person is allowed to sit for any assessment for a given rank in this agreement unless that person has served the length of service that would otherwise make them eligible for promotion to that rank.
- 12.4. It is agreed that the rank and promotional structures referred to in this Agreement are appropriate and will be maintained for the life of this agreement. No new classification or rank will be created other than by agreement of the parties.
- 12.5. Opportunity to undertake qualifications
- 12.5.1. The MFESB will provide access at the MFB's expense for employees to undertake and complete modules and assessments required to progress through the classifications and paypoints from Recruit Firefighter to Senior Leading Firefighter in accordance with the minimum timeframes as contained within clause 12. In addition, the MFB will provide access at the MFB's expense for employees to undertake and complete modules and assessments where employees are accepted on to promotional courses or are promoted or appointed to any classification or paypoint under this agreement.
- 12.5.2. Any Firefighter eligible to complete the Leading Firefighter modules shall, upon completion of such modules, shall be given the opportunity to complete the "Command and Control" module.
- 12.5.3. Priority among existing employees for the opportunity to undertake the "Command and Control" module will be in order of the date Leading

Firefighter qualifications were completed commencing with the earliest qualified employees.

- 12.5.4. Priority among existing employees for the opportunity to undertake these modules will be in order of the date eligibility was achieved commencing with the earliest eligible employees.
 - 12.5.5. 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.
 - 12.5.6. Where access to internal progression is not provided in accordance with this clause (clause 12), the MFB 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 modules and assessments have been successfully completed or the appointment made, as the case may be.
 - 12.5.7. If an employee has completed all required modules, qualifications and assessment as part of an internal promotional course, and the employee has not been promoted to the new classification, then the MFB will pay the employee an allowance equal to the difference between their substantive wage and the wage equivalent to the higher classification. To avoid doubt, these employees actual classification and paypoint will not change until the modules and assessments have been successfully completed or the appointment made, as the case may be.
-
- 12.6. The MFB will advertise all promotional courses to employees over a period equal to but no less than two rostered periods.
 - 12.7. The MFB will notify promotional courses to those employees who have taken long service leave or any other leave that exceeds two rostered periods by electronic means to the address provided by the employee.
 - 12.8. All advertised positions or courses for the selection of candidates for promotion to FSCC shall include on their selection panels the FSCC

Instructor running the course or their delegate (who must be another senior FSCC).

12.9. Employee Development Opportunities

12.9.1. The purpose of this clause is to provide a more harmonious workforce through development opportunities and creating efficiencies for the MFB by:

Filling an agreed amount of temporary acting up positions which shall be regulated and monitored by the Rostering Committee;

Providing efficiencies to the MFB by effective rostering planning;

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. a Station Officer who has expressed an interest to undertake a promotional course to Senior Station Officer);

Providing a mechanism for improved development of staff;

Providing transparency in staff promotional opportunities;

Facilitating improved training course planning;

12.9.2. 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.

12.9.3. An employee acting up will continue to hold their substantive classification with the following exemptions:

- a) 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.

12.9.4. The parties agree that:

- a) On a monthly basis, the employer will monitor the number of employees at each classification and publish the numbers for each classification contained within this Agreement on the MFB intranet site.
- b) On a monthly basis, the employer will also publish on the MFB intranet site the movement and increase or decrease of the numbers of each classification.

12.9.5. Minimum numbers for promotional courses

- a) The parties agree that:

12.9.5.a.1. All Senior Station Officer promotional courses will be at a minimum of 12 candidates for each course.

12.9.5.a.2. All Station Officer promotional courses will be at a minimum of 20 candidates for each course.

12.9.5.a.3. All FSCC promotional courses will be at a minimum of 4 candidates for each course.

12.9.5.a.4. All Commander promotional courses will be at a minimum of 10 candidates for each course.

12.9.6. Trigger Figures for the conducting of promotional courses

- a) The parties agree:

To establish the following "trigger figures" as part of this Agreement which requires the MFB to conduct a promotional course for each classification if the number of employees at any such classification falls equal to such trigger figures.

The trigger figures for Station Officers, Senior Station Officers, FSCC's Commanders will be as follows:

12.9.6.a.1. Station Officer classification 10.

12.9.6.a.2. Senior Station Officer classification 6.

12.9.6.a.3. FSCC classification the figure which when it is reached leaves the total number of FSCC's available (excluding those ill or on leave) at 8 in total.

12.9.6.a.4. Commander classification 5 and will be appointed as vacancies occur.

- 12.9.7. To facilitate the above, where the MFB is required to initiate a promotional course, the MFB will ensure all employees are notified electronically by MFB memorandum. Such memorandums calling for applications will be issued within one week of the trigger figures being met.
- 12.9.8. To comply with the MFB's employment principles, the MFB agrees to advertise all MFB memorandums for such 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.
- 12.9.9. The MFB also agrees to identify and notify those 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 employees must notify and provide the MFB contact details when on such leave, i.e. either an alternative email address or SMS contact details.
- 12.9.10. The MFB will conduct pre-entry for the courses to facilitate the above promotional courses in a timely manner.
- 12.9.11. The MFB 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.
- 12.9.12. Acting Up Opportunity Principles - The opportunity to act up will be shared on an equitable basis amongst eligible employees across departments and zones. The rostering committee will monitor this process to ensure an equitable distribution of acting up opportunities is offered to employees amongst departments and zones.
- 12.9.13. The MFB 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.

- 12.9.14. 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.
- 12.9.15. 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.
- 12.9.16. Employees undertaking acting up duties can be retained in the classification into which they are acting up.
- 12.9.17. Employees undertaking acting up duties can not be sent on standby's.
- 12.9.18. 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 59 and schedule 2. 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.
- 12.9.19. The parties will review the Employee Development Opportunities clause within 12 months of certification of this agreement.
- 12.9.20. On a monthly basis, the MFB will monitor the number of employees at each classification and publish the numbers for each classification contained within this Agreement on the MFB intranet site.
- 12.9.21. On a monthly basis, the MFB will also publish on their intranet site the movement and increase or decrease of the numbers of each classification.

12A SENIOR OPERATIONAL PERSONNEL RANK ALIGNMENT

- 12A.1. The parties wish to create a common rank structure for senior operational personnel in the CFA and MFB to assist in improving interoperability between the two agencies and improve the career opportunities of employees. The parties have been unable to agree on

such a rank structure during bargaining for this Agreement. Therefore, the parties agree to meet and negotiate on the alignment of rank structures between the two agencies (including, but not limited to a plan to manage the transition to any agreed new rank structure). Such meeting will occur no later than within 3 months of this agreement coming into operation.

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

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

- a) The outcome should facilitate harmonisation, interoperability and parity between the CFA and MFB;
- b) A minimum of two ranks between Senior Station Officer and Deputy Chief Officer should be maintained in any new rank structure;
- c) Each rank should be clearly defined in a common rank structure between the CFA and MFB including common position descriptions for common classifications;
- d) The workload of any position in the new rank structure should not be excessive for any employee;
- e) Relativities should be considered across the spread of senior operational positions and other operational positions;
- f) Objective criteria for determining the classification of a role in the new rank structure should be applied including, but not limited to:
 - i. the number of reporting functions, roles and people (be they career firefighters or volunteers);
 - ii. span of control;
 - iii. position descriptions; and
 - iv. workload including operational and administrative duties;
- g) Promotional opportunities should be maintained or improved;
- h) The role of the Operations Manager (Regional Commander) developed in response to the 2009 Victorian Bushfires Royal Commission should be taken into account;
- i) The number and scale of progression points in any new rank relative to any previous rank should be maintained to the extent possible;
- j) The importance of operational competencies to these senior operational roles should be emphasised; and
- k) The CFA and MFB ranks should be aligned.

- 12A.4. If the parties reach agreement under clause 12A.1, the employer will make an application to the FWC to vary this agreement in accordance with the agreed outcome within two months of reaching agreement.
- 12A.5. If the parties are unable to reach agreement under clause 12A.1, either party may refer this matter to the FWC for conciliation and arbitration.
- 12A.6. The parties should take into account the principles outlined in clause 12A.3 in making submissions to the FWC for the purposes of any conciliation or arbitration proceedings.
- 12A.7. The FWC should consider the principles set out in clause 12A.3 in conducting any conciliation or making any determination.
- 12A.8. If the FWC makes a determination under this clause, the employer will make an application to the FWC to vary this Agreement in accordance with that determination within two months of the making of the determination.
- 12A.9. Any agreement reached or determination made under this clause must:
- a) only apply to senior operational personnel;
 - b) ensure that the personnel and any new ranks will be covered by this agreement or the CFA - UFU Operational Staff Agreement; and
 - c) ensure there is no disadvantage to individual senior operational personnel, diminution or reduction to individual employees remuneration, terms and conditions of employment, roles, position or classification descriptions (of those employees covered by this agreement) in terms of remuneration and terms and conditions of employment unless otherwise agreed by the parties.

13. SECURITY AND SAFETY OF WORK AND CLASSIFICATIONS

13.1. Appointment of contractors

- 13.1.1. MFB shall only engage contractors and employees of contractors, to do work that would be covered by this Agreement if it was performed by employees, if remuneration or wages (as the case may be) and terms and conditions for the performance of that work are applied that are no less favourable than those that are provided for in this Agreement for employees performing that work.
- 13.1.2. Where the MFB has made a decision to develop a proposal to engage contractors to perform work covered by this Agreement, (which would ordinarily be undertaken by MFB employees), the MFB shall consult with the employees and their representatives, in accordance with this clause.

- (i) Consultation will occur as soon as reasonably practicable and in any case not less than 3 months before the contractor(s) are to commence work.
- (ii) For the purpose of the consultation, the MFB 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 contractors(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 contractors(s).
- (iii) The MFB 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 MFB in the performance of their work; and
 - (D) inductions and facilities for employees of the contractor(s).
- (iv) No employee shall be made redundant whilst contractors and/or employees of contractors, engaged by the MFB, are performing work that is, that can be or has been performed by the Employees.
- (v) Any of the MFB employees may appoint the UFU or its officers as their representative for the purposes of this clause.

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

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

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

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

13.3.1 The MFB shall undertake consultation in accordance with Clause 16 - Consultation in respect of any proposal for: the introduction of new work:

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

14. MEMORANDUMS OF UNDERSTANDING

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

15. FLEXIBILITY CLAUSE

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

- 15.1.1. the arrangement deals with when leave is to be taken in accordance with clause 107;
 - 15.1.2. the arrangement meets the genuine needs of the employer and employee in relation to the matter mentioned in paragraph 15.1.1; and
 - 15.1.3. the arrangement is genuinely agreed to by the employer and employee.
- 15.2. The employer must ensure that the terms of the individual flexibility arrangement:
- 15.2.1. are about permitted matters under section 172 of the Fair Work Act 2009; and
 - 15.2.2. are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - 15.2.3. result in the employee being better off overall than the employee would be if no arrangement was made.
- 15.3. The employer must ensure that the individual flexibility arrangement:
- 15.3.1. is in writing; and
 - 15.3.2. includes the name of the employer and employee; and
 - 15.3.3. is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - 15.3.4. includes details of:
 - a) the terms of the enterprise 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.
- 15.4. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

15.5. The employer or employee may terminate the individual flexibility arrangement:

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

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

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

A2 - CONSULTATION, CHANGE AND EXTRA CLAIMS

16. CONSULTATION

16.1. 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 the employer, UFU and employees to whom the agreement applies.

16.2. 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 16.4.

16.3. COMPOSITION

- 16.3.1. The Committee shall comprise equal numbers of employer and employee representatives appointed by the employer and UFU respectively.
- 16.3.2. Representatives appointed by the employer and UFU shall include a person or persons with authority to speak and make decisions on behalf of the employer and UFU respectively.
- 16.3.3. UFU will normally limit participation by employees of the employer to no more than 5 on the basis that the employer will not unreasonably withhold agreement to a request by the UFU for greater number of representatives.
- 16.3.4. 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.
- 16.3.5. 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 .

16.4. FUNCTIONS

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

- 16.4.1. Consult on matters pertaining to the employment relationship of employees to whom this agreement applies;
- 16.4.2. Consult where provisions in this agreement require consultation;
- 16.4.3. Monitor the implementation and operation of this agreement;
- 16.4.4. Consider and make recommendations and decisions regarding matters required to be the subject of consultation under this agreement;
- 16.4.5. Provide a mechanism for employee input into the implementation and operation of this agreement thereby utilizing employee

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

- 16.4.6. 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
- 16.4.7. Consult on proposals involving change affecting the application or operation of this agreement, employees' terms and conditions of employment or the employment relationship.

16.5. OPERATION

- 16.5.1. 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 16.4.
- 16.5.2. The Committee's members shall co-operate positively to consider matters that will increase efficiency, productivity, competitiveness, training, career opportunities and job security.
- 16.5.3. The committee will program its meetings on a regular basis and communicate the outcome of meetings to employees to whom this agreement applies.
- 16.5.4. The employer and UFU may at their own initiative require endorsement of by their constituents in relation to proposals for change.
- 16.5.5. No proposal for change arising from this agreement shall be determined or implemented without referral to the Consultative Committee.
- 16.5.6. 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.
- 16.5.7. To avoid doubt, consultation shall occur in respect to of the matters referred to in sub-Clause 16.4 from initial onset through to

implementation including but not limited to employer projects or research pertaining to the employment relationship.

- 16.5.8. Committee and sub-committee meetings will occur at times and localities which cause the least disruption to the operations of the parties.
- 16.5.9. 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.
- 16.5.10. Without in any way limiting the other terms of this Clause, the employer shall consult with relevant employees for the purposes of and as required by s205(1) and (1A) of the Fair Work Act 2009 and such consultation shall be undertaken under this clause.
- 16.5.11. For the purpose of this clause "consensus" means unanimous agreement on an outcome supported by all members.
- 16.5.12. 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 the employer and minutes and action lists will be taken and agreed during the meeting;
 - d) Sub-committees shall be established at the commencement of this agreement in respect of the following;
 - RADAP
 - Vehicle & Equipment (V&E)
 - Uniform
 - Rostering
 - Health & Safety Policy
 - Operational Employees OH&S
 - Marine Response Project
 - Training

16A DISPUTE RESOLUTION OFFICER

Any dispute from a party regarding consultation shall be dealt with in accordance with this clause and the dispute resolution clause of this agreement. The Dispute

Resolution Officer is responsible for ensuring consultation proceeds pursuant to this Agreement in a fair, timely and effective manner. The Dispute Resolution Officer is to act independently of the parties.

- 16A.1 Where there is a dispute regarding consultation, before referring the matter to the Fair Work Commission, a party may notify the Dispute Resolution Officer. When a dispute has been notified, the Dispute Resolution Officer shall arrange a meeting within seven days of the MFB CEO and the Secretary of the UFUA Victorian Branch (or their respective delegates), each with one other person accompanying them if necessary having regard to the nature of the dispute.
- 16A.2 The Dispute Resolution Officer, the MFB 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.
- 16A.3. The Dispute Resolution Officer is either an employee as agreed to between the UFU and the MFB, or an independent third party as agreed between the UFU and the MFB. All costs incurred by the establishment and operation of a Dispute Resolution Officer shall be carried by the MFB.

17. INTRODUCTION OF CHANGE

Where the employer 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 16 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.

18. 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. The MFB must consult via clause 16 in relation to any proposed position likely to constitute major change or significant effect on employees to be put to government in relation to such change. Any position likely to constitute a major change or significant effect on employees which the MFB may put to government in relation to such change must be consistent with the outcomes of consultation.

18A FIRE OPS 101

- 18A.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.
- 18A.2. In recognition of these benefits and the value to the community in having informed decision makers, the Employer and the UFU agree to conduct "Fire Ops 101" sessions for decision makers, stakeholders, fire industry personnel and other identified members of the community.
- 18A.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.

- 18A.4. Fire Ops 101 will be held at the Craigieburn training facility and for such the MFB agree to make the facility available.
- 18A.5. The timing and scheduling of Fire Ops 101 programs will be processed through the consultation processes of this agreement.
- 18A.6. There is a joint obligation on both the Employer and the UFU to promote this course to all relevant peoples and organisations.

19. PRODUCTIVITY

- 19.1. 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 16 and not be at the expense of maintaining a safe working environment or reducing public safety in any way.
- 19.2. The parties agree that any continuous improvement proposed in accordance with this clause is an efficiency.

20. TECHNOLOGICAL CHANGE

- 20.1. The parties recognise the speed and diversity of changes to technology and that the best results for the MFB 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 16.

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

21. DISPUTE RESOLUTION

- 21.1. This dispute resolution process applies to:
- 21.1.1. all matters arising under this agreement; and
 - 21.1.2. all matters relating to the application of, or for which express provision is made in this agreement; and
 - 21.1.3. all matters pertaining to the employment relationship, whether or not express provision for any such matter is made in this agreement; and
 - 21.1.4. all matters pertaining to the relationship between the MFESB and UFU, whether or not express provision for any such matter is made in this agreement; and
 - 21.1.5. 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.

- 21.2. To ensure effective consultation between the employer, its employee(s) and the union on all matters, the following procedure shall be followed in an effort to achieve a satisfactory resolution of any dispute or grievance:
- 21.2.1. Step 1 The dispute shall be submitted by the union and/or employee(s) to the employee's immediate supervisor.
 - 21.2.2. Step 2 If not settled at Step 1, the matter shall be submitted to the appropriate senior officer.

- 21.2.3. Step 3 If not settled at Step 2, the matter shall be recorded. The matter shall be submitted to the appropriate delegated Industrial Representative of the employer for consultation.
- 21.2.4. 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.
- 21.2.5. 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 the employer, employee(s) and the union within a period of one week (7 days) of receipt of such submissions and endeavour to reach a satisfactory settlement.
- 21.2.6. Step 5 If the matter is not settled following progression through the disputes procedure it may be referred by the union or the employer to FWC. FWA may utilise all its powers in conciliation and arbitration to settle the dispute.

21.3. 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 or the MFB.

21.4. 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.

- 21.5. A dispute may be submitted, notified or referred under this clause by the UFU, an employee or the employer.
- 21.6. This dispute resolution process may be applied to disputes regarding matters of a health and safety nature, provided that a dispute may not be submitted by a party under this clause if that party already required a VWA Inspector to attend the workplace arising from the issue resolution procedure from clause 3 of schedule 1.
- 21.7. 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.
- 21.8. Employees may choose to be represented under this clause.

22. NATURAL JUSTICE AND PROCEDURAL FAIRNESS AND GOOD FAITH

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

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

23. CONDITIONS FOR EMPLOYEES PARTICIPATING IN CONSULTATION ETC

- 23.1. 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.

23.2. 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, employees not rostered to duty 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.

23.3. Where the representatives are serving MFESB employees the following will apply:

23.3.1. When the employee is on duty, arrangements will be made to facilitate his or her attendance at meetings.

23.3.2. 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.

23.3.3. When a representative who is a MFESB employee travels to a meeting on days when the person is not on duty, the employee will be paid reasonable travel time between their place of residence and the meeting location.

23.3.4. The representatives on shift will use a MFB provided vehicle where one is available and off shift will be paid the Kilometre allowance at clause 85.9.

24. EMERGENCY MANAGEMENT CHANGES

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

24.2. The parties recognise that at times the MFESB may propose changes to align itself to emergency management arrangements. The current status of some such proposed change includes but is

not limited to the document widely known as the 'Victorian Emergency Management Reform White Paper' and also the principle of an 'all hazards' approach to emergency management. The MFESB 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. The MFESB 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.

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

25. BUSHFIRES ROYAL COMMISSION REPORT

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

- 25.2. The MFB 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:

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

25.2.2. The employment relationship of employees covered by this agreement; or

25.2.3. The relationship between the MFB and UFU regarding agreements and entitlements covering the relationship between the MFB and UFU pertaining to representation of the employees covered by this agreement.

- 25.3. The parties agree that any change arising from the Bushfire Royal Commission proposed in accordance with this clause is an efficiency.

26. CLIMATE

- 26.1. In accordance with the objectives of this agreement, the MFB 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.

27. MULTI AGENCY DRILLS

- 27.1. In accordance with the parties recognition of the importance on improving interoperability, the employer will consult and reach agreement with the UFU via the consultation committee in clause 16 regarding multi agency drills or training involving employees.

28. SAVINGS

The terms of this agreement shall not operate to cause an employee to suffer a reduction in ordinary hours of work, 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 any detriment.

29. NO EXTRA CLAIMS

- 29.1. There shall be no extra claims by any party.

30. WORK ORGANISATION

- 30.1. Subject to the other terms of this agreement, the employer may direct an employee to carry out duties and use tools and equipment that are within the limits of the employee's skill, competence and training provided that such duties do not promote de-skilling.
- 30.2. 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:
- 30.2.1. 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 MFB. 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.
- 30.2.2. Changing a wheel to keep a vehicle in commission except whilst proceeding on turn out to a fire call and not other means is readily available.
- 30.2.3. Inflating any tyre of any firefighting vehicle by hand, except in an emergency.
- 30.3. No employee shall, nor shall be required to act in 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 MFB. The employer will not make acting down or the possibility of acting down a requirement in any position under this agreement.
- 30.4. Employees covered by this agreement up to the classification of ACFO shall only report to operational employees under this agreement or at the rank of DCO or CO when preparing or responding to alarm of fire except in the case where the incident is a

level 3 multi-agency incident or to a MFB/CFA incident controller at an incident.

31. CONDUCT RESOLUTION

- 31.1. This agreement applies to matters relating to the conduct resolution of employees, whether or not any other instrument (including State legislation) that may be sought to be used by the Employer purporting to apply to any form of conduct resolution (including counselling, discipline or termination).
- 31.2. The agreed Code of Conduct and the Conduct Resolution Process is attached in SCHEDULE 19 -.
- 31.3. 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.
- 31.4. 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.
- 31.5. 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.

32. ADVERSE REPORTS

- 32.1. No adverse report about an employee shall be placed amongst the records (including electronic records) or papers relating to an employee nor shall be noted thereupon unless the employee concerned has been shown the report, which shall be evidenced by his/her signature thereupon. If he / she refuses to sign the report the UFU shall be notified by the employer in writing within seven days of such refusal, and shall be given the opportunity of replying

to the report unless the employee directs otherwise. If the employee so desires, his / her reply shall be in writing which, together with the adverse report, shall be placed amongst the records or papers relating to the employee thereon. An adverse report will contain a date, no longer than 12 months, after which the adverse report will cease to be relevant. At that time, the report and all copies will be returned to the employee and no other copy shall be kept by the employer.

- 32.2. 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.
- 32.3. 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:
 - 32.3.1. Examination and marks given by a person appointed to conduct and or mark such examination for the MFB.
 - 32.3.2. 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.
- 32.4. The adverse report process must comply with the principles of natural justice and/or procedural fairness.
- 32.5. No adverse report may be placed on an employee's file about or in relation to:
 - 32.5.1. activities of the employee in their capacity as an accredited representative pursuant to this agreement;
 - 32.5.2. activities of the employee pursuant to the dispute resolution procedures of this agreement;
 - 32.5.3. their status or activities as an accredited representative of the UFU or

- 32.5.4. their membership of, or participation in the activities of the UFU, or
- 32.5.5. 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
- 32.5.6. 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
- 32.5.7. their participation in, or any proposal to participate in, any activity of the UFU where the UFU is seeking better industrial conditions.

33. TERMINATION OF EMPLOYMENT

- 33.1. An employee's employment may not be terminated unless:
 - 33.1.1. The Conduct Resolution Process in schedule SCHEDULE 19 - has been complied with;
 - 33.1.2. the employee and the UFU have been notified that the employer intends to terminate the employee's employment; and
 - 33.1.3. any dispute notified by the employee or the UFU in relation to the specific termination has been resolved.
- 33.2. 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.
- 33.3. Notice of termination by employer
 - 33.3.1. In order to terminate the employment of an employee the employer shall give to the employee the period of notice specified in the table below:

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

33.3.2. 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.

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

33.3.4. 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.

33.3.5. 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.

33.4. Notice of termination by an employee

33.4.1. 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.

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

33.5. Time off during notice period

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

34. EMPLOYEE ACTIVITIES

34.1. 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:

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

34.1.2. their membership of, or participation in the activities of the UFU, or

34.1.3. 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

34.1.4. 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

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

34.1.6. their reliance or claim for reliance on any clause under this agreement.

34.2. 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.

35. EMPLOYEE REPRESENTATION

35.1. The parties recognise the right of employees to freedom of association. In recognition of this right, the UFU will have unrestricted access to sending correspondence inclusive of bulletins via the MFB email system. The MFB will not delay or monitor any correspondence sent from the UFU or to the UFU. For the avoidance of doubt, the MFB will take all necessary steps and provide the UFU with the necessary processes and information to ensure the MFB fulfils its obligation in this clause. This does not include contact details of employees.

35.2. An employee appointed as an employee representative shall upon written notification by the Branch Secretary of the UFU to the employer, be recognised as the accredited representative of the UFU for the particular area concerned.

35.3. An employee appointed or elected to a position on the Branch Committee of Management of the UFU in accordance with the Rules of the UFU, shall upon written notification by the Branch Secretary of the UFU to the employer, be recognised as an accredited representative of the UFU.

35.4. 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

35.4.1. their status or activities as an accredited representative of the UFU or

35.4.2. their membership of, or participation in the activities of the UFU; or

- 35.4.3. 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
- 35.4.4. 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
- 35.4.5. 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.

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

- 35.5.1. subject to the prior approval of the Officer in Charge (which will not be unreasonably withheld), or a more senior officer, be allowed the necessary time during working hours to meet with the employer, with employees or with representatives of either on matters arising under this agreement affecting employees.
- 35.5.2. 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.
- 35.5.3. 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.

- 35.5.4. be allowed access to all work places where such access is necessary to enable them to carry out their functions in the particular area concerned. ('Work place' for this clause here includes any place where employees are performing work or are attending pursuant to a direction of the MFB or are attending in their capacity as employees of the MFB).
 - 35.5.5. be permitted to display written material authorised by the UFU on notice-boards provided by the employer for this purpose and shall also be permitted to distribute such written material to employees, utilising if necessary, internal communication systems inclusive of email.
 - 35.5.6. be permitted to communicate with employees through all reasonable communication methods including email, telephone, facsimile and the internet.
 - 35.5.7. 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.
- 35.6. Access to the workplace for officers or employees of the UFU
- 35.6.1. 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):
 - a) at any time during working hours enter the MFB's prescribed premises, registered office or workplace where the MFB's employees are engaged ('Work place' for this clause here includes any place where

employees are performing work or are attending pursuant to a direction of the MFB or are attending in their capacity as employees of the MFB);

- 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.

35.6.2. Access to workplaces under the clause shall be authorised for the purposes of consulting with UFU Shop Stewards, investigation of grievances or complaints, observing working conditions, posting notices and agreements, developing skills programs, implementation of agreed matters and for the assistance of the resolution of any dispute that may arise under this agreement.

35.6.3. If requested by the accredited UFU representative, the employer will provide a copy of any requested time and wages records as soon as is practicable.

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

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

35.7.2. In order for the Shop Steward to perform the functions required by Step 1 and Step 2 in clause 21, and to assist in the implementation of this agreement and to assist in preventing and resolving disputes about the application of this agreement and matters pertaining to the employment relationship (but not including any purpose referred to in section 481 or 484 of the FW

Act), the Shop Steward shall be permitted, subject to the prior approval of the employer:

- a) The necessary time during working hours to interview the employer 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 the employer.
- 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.

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

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

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

36. MFESB POLICIES

36.1. The MFB currently has a range of policies that affect employees covered by this Agreement. Any policy that affects the application or operation of this agreement or the work of employees covered by this Agreement may only be made or varied by agreement. Should the MFB 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 16 of this

Agreement. Should any policy be inconsistent with a term of this Agreement, then it will be invalid to the extent of any inconsistency.

- 36.2. 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.
- 36.3. For the purposes of this Agreement, policies include any document that contains provisions that affect the application or operation of this agreement or the work of employees covered by this Agreement or their representatives., inclusive of procedures, business rules, directions, standing orders, SOP's, Operational Work Instructions or any like document kept or promulgated by the MFB to their employees.
- 36.4. On commencement of this agreement all MFB 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 16.

37. TRANSFER OF BUSINESS

- 37.1. 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 - MFB SYSTEMS CONDITIONS, ACTIVITIES AND ROSTERS

38. MFB SYSTEMS CONDITIONS

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

- 38.2. The MFB Systems Conditions shall comprise:
- 38.2.1. The Greater Alarm Response Matrix at SCHEDULE 15 - and its application insofar as it is reasonably practicable at any operational incident;
 - 38.2.2. The Rescue Exposure Confinement Extinguishment Fire Duty (RECEF) transitioning to Rescue Exposure Confinement Extinguishment Overhaul (RECEO) at SCHEDULE 16 - and its application at operational incidents;
 - 38.2.3. The MFB systems of work at SCHEDULE 17 - and its application at operational incidents;
 - 38.2.4. The MFB Breathing Apparatus Procedures at SCHEDULE 18 - and its application at operational incidents;
 - 38.2.5. The deployment of a firefighter on operational duties only when he or she has satisfactorily completed MFB training reasonably required to secure safe practice in the classification or rank in which he or she is deployed;
 - 38.2.6. 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	3
Ultra Large	4
Rescue	3
Aerial	2
Teleboom	4
Transporter	2
BA Bus	4
BA Support	2
Control Unit	2
District Car	1
Commander - ACFO Vehicle	1
Fireboat 1	4
Fireboat 2	4

UAV	1
HAZMAT	2
Rehab Unit	1
Strike Team or task force appliance under clause 141	4
New appliance	Safe level to be determined under the consultation provisions of this agreement at clause 16

38.2.7. 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 MFB.

38.2.8. The Strategic Location Profile of pumping capacity and specialist appliances as referred to in the crewing chart at SCHEDULE 2 - insofar as it provides for the availability of equipment necessary for the attendance at operational incidents likely to arise in the locations concerned.

38.3. The MFB Systems Conditions comprise the agreed safe system of work. Any variations to the MFB Systems Conditions or the agreed safe system of work must only occur by agreement via clause 16. 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 MFB Systems Condition.

38.4. To give effect to the above, the parties agree to increase staffing in accordance with clause 39 and schedule SCHEDULE 2 -.

39. NECESSARY MINIMUM STAFFING LEVELS

39.1. 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 2 - as applicable from time to time will be maintained as a minimum.

39.2. Given the MFB's decision to establish and maintain the stations referred to in the attached SCHEDULE 2 - Minimum Staffing Charts, and in order to maintain the appropriate ratio of staff (both on and off station) to stations and appliances and to ensure safe systems of work, the MFB will ensure that:

39.2.1. the minimum number of employees available on each shift will be as set out in the Chart in SCHEDULE 2 - as applicable at the relevant time;

39.2.2. 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 2 - as applicable at the relevant time;

39.2.3. the number and rank of employees allocated to any other position referred to in a Chart in SCHEDULE 2 - at any given time will, at a minimum, be in accordance with the Chart in SCHEDULE 2 - as applicable at the relevant time.

39.3. An alteration to the number and rank of employees required to be allocated under clause 39.2.2 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.

39.4. 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:

- a) ACFO – 11X
- b) Commanders – 38
- c) SSOs – 16
- d) SOs – 41
- e) LFFs – 17

- 39.4.2. The positions referred to in clause 39.4 above are additional to the establishment numbers referred to in SCHEDULE 2 -. Further, the above numbers shall not form part of or be counted for the purpose of the requirements set out in clause 39.2.
- 39.4.3. The parties agree to review the above minimum figure to ensure the MFESB statutory obligations are being met. Any such review will not result in a reduction of the current figures above.
- 39.5. At the expiry of the 2010 MFB UFU Operational Staff Agreement, the total number of operational employees employed by the MFB and allocated to Operations was 1845. This number will increase to a minimum of 1945 under the life of and in accordance with this agreement and the agreement to employ an additional 100 firefighters.
- 39.6. 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.
- 39.7. To ensure an appropriate ratio and availability of Commanders, there shall be a minimum of on shift Commander positions as set out in the staffing chart appointed at any given time, with minimum establishment numbers of Commanders being 63.
- 39.8. The MFESB will supply response time data and staffing/equipment variations to the UFU on a monthly basis to be considered by the parties.
- 39.9. The parties will continue the establishment of the Resources Allocation & Deployment Advisory Panel (which will be a sub-committee of the MFB UFU Consultative Committee) to discuss resource allocation & deployment issues.
- 39.10. The employer will provide complete transparency and appropriate access in relation to all emergency response and service delivery information, data and materials.

- 39.11. The parties support an increase in the global numbers of firefighters based on an analysis of specific risks within the Metropolitan District.
- 39.12. The MFB will meet its duty of care by ensuring seven professional career firefighters to fireground incidents before commencement of safe firefighting operations.
- 39.13. The MFB will meet its duty of care by ensuring that there are four career firefighters on all appliances except as where agreed as provided in SCHEDULE 2 -and clause 38.2.6.
- 39.14. 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.
- 39.15. There will be no cross crewing of any appliance unless otherwise agreed by the parties.
- 39.16. In all matters related to the employment of current staff, additional staff (such as in clauses 39.5 and 39.18) and other staff covered by this agreement, , where this Agreement requires the MFB to employ staff the MFB agrees that it is appropriate that a Court may grant orders requiring the MFB to employ such staff.
- 39.17. Further, the MFB will not make any employee redundant, either by targeted or voluntary redundancy, unless otherwise agreed between the parties.
- 39.18. Further Additional Staffing
- 39.18.1. 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 Chief Officer has determined that additional employees and positions are required as specified in clause 39.18.2.
- 39.18.2. The MFB will establish 200 additional career firefighter positions in accordance with the minimum staffing set

out in the Charts in SCHEDULE 2 - as applicable from time to time. The MFB will deploy an additional 200 career firefighters into these substantive established positions between the date this agreement commences and 1 July 2019 (in addition to any other increases as agreed under this agreement).

- 39.18.3. The additional staffing resources implemented in accordance with SCHEDULE 2 - are sufficient to meet the staffing requirements of other provisions in this Agreement which have staffing implications.
- 39.18.4. The MFB will conduct a minimum of 3 recruit training courses per year, or a greater number of recruit training courses to be agreed between the UFU and the MFB to train the new recruits to give effect to clause 39.18.2. Neither party will unreasonably withhold agreement for a greater number of recruit training courses per year.
- 39.18.5. Each recruit training course will train a minimum of 24 recruits, or a greater number to be agreed between the UFU and the MFB. Neither party will unreasonably withhold agreement to a greater number of recruits per course.
- 39.18.6. In addition, if it is necessary in order to maintain the agreed staffing level, the MFB and the UFU agree to additional recruitment courses, to be run either by the MFB or by the MFB in conjunction with the CFA. Recruit training courses will continue to be run in accordance with this agreement until the requirements of clause 39.18.2 has been fulfilled. The parties commit to cooperate to facilitate the secondment of CFA instructors to the MFB to assist in the training of new recruits.
- 39.18.7. At the conclusion of each recruit training course or as otherwise agreed between the MFB and the UFU, the MFB will deploy all qualified recruit firefighters in the

manner determined following consultation in accordance with clause 16 Consultation.

39.18.8. Consultation on the creation of any new positions over and above SCHEDULE 2 -and the deployment of personnel into positions shall occur in accordance with clause 16 Consultation.

39.18.9. In the event that the MFB 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 39.18.4, 39.18.5, 39.18.6 and 39.18.7 until such time as the required number of positions in clause 39.18.2 have been employed.

40. DAY RELIEF AND RELIEVING DUTIES

40.1. This clause applies for positions which are not 'on-shift' positions(on-shift positions are relieved via provisions as specified elsewhere in this agreement). The MFB 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 leave or absences from the workplace.

40.2. 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.

40.3. The MFB shall consult via the consultation committee on appropriate planning to be applied to ensure the provision of relief across the MFB.

41. SECONDMENT & LATERAL ENTRY

- 41.1. Employees to whom this agreement applies shall not be permitted, or required, to undertake a secondment to another organisation except in accordance with the secondment programme in SCHEDULE 13 -.
- 41.2. In accordance with the Bushfire Royal Commission, the objectives of this agreement and recognition of the Victorian and National footprint, the parties have agreed that an agreed secondment program is beneficial to establish and maintain interoperability and productivity. To this end, the parties have designed and developed a secondment program which the parties intend to operate and implement during the life of this agreement.
- 41.3. The agreed secondment program is as follows:
- 41.3.1. On the commencement of this Agreement and on 1 September of each year this Agreement is in operation, the CFA and MFB, in agreement with the UFU, will offer the agreed secondment program training for a minimum of 12 CFA career firefighters and a minimum of 12 MFB career firefighters. Other fire services may be considered on a case by case basis if agreed between the UFU and MFB.
- 41.3.2. The agreed secondment program will only be for employees that hold the rank of Leading Firefighter or above.
- 41.3.3. The secondee must hold the same or equivalent rank as that of the position to which they are being seconded;
- 41.3.4. The advertisement for the agreed secondment program will be offered on 1 September each year and on the commencement of this Agreement, and the application period will remain open for 8 weeks.
- 41.3.5. The selection of the applicants and their appointment to a position will be on an agreed merit based process. Any unsuccessful applicant can use the dispute resolution process in accordance with this Agreement.

- 41.3.6. The agreed secondment program training is attached at SCHEDULE 13 -.
- 41.3.7. The MFB shall follow the Secondment Agreement as attached in SCHEDULE 14 -.
- 41.3.8. The agreed secondment program training will commence on 1 December each year and 12 weeks after the commencement of this Agreement.
- 41.3.9. Secondments in the agreed secondment program will be for a period of one year, with the option of extending the secondment for a further period of one year at the employee's discretion. Any further extensions will be by agreement of the parties.
- 41.3.10. In addition where ongoing vacancy problems arise or if requested by the MFB or the UFU, the parties may agree to institute additional agreed secondment programs.
- 41.4. Where the UFU or the MFB has identified a need to second to a long-term vacant position, the following shall apply:
 - 41.4.1. The vacant position will be filled by secondment for no longer than 2 years;
 - 41.4.2. Secondment will only be into positions that hold the rank of Leading Firefighter, Station Officer or above;
 - 41.4.3. The person seconded into the position (the secondee) must be from the CFA or another fire service that has been agreed between the MFB and UFU in accordance with clause 41.3.1.
 - 41.4.4. The secondee must hold the same or equivalent rank as that of the position to which they are being seconded;
- 41.5. The agreed secondment program is at SCHEDULE 13 - and the further secondment agreement and training is at SCHEDULE 14 -.

- 41.6. The MFB shall follow the Secondment Agreement and program as attached in SCHEDULE 13 - and SCHEDULE 14 -.
- 41.7. The parties agree that secondments from the MFB can occur into other Victorian Government agency's inclusive of the CFA and other than Operational. Secondments outside Victoria can also occur and shall be agreed on a case by case basis.

LATERAL ENTRY

- 41.8. The MFB may only permanently fill a vacant position in any career firefighter classification by lateral entry in accordance with the steps in this clause (41.8) or in accordance with clause 41.9.
- 41.8.1. The MFB must advertise any vacancy at least twice internally (i.e. to operational employees in one of the firefighting ranks).
- 41.8.2. If there is still a vacancy, the MFB may second someone into the position in accordance with the secondment clause above.
- 41.8.3. If there is still a vacancy at the end of any secondment period, the position will be advertised internally once more. If there is no internal applicant, the position may be offered to the secondee on a permanent basis.
- 41.8.4. If there is no secondment, or if a secondee does not wish to take up the position on a permanent basis, then the MFB may seek external applications in accordance with the following conditions:
- a) Applications can only be received from, and the position may only be filled by, a career firefighter of the CFA unless otherwise agreed (on a case by case basis) between the MFB and UFU.
 - b) Lateral entry will only be into positions that hold the rank of Leading Firefighter, Station Officer or above and the applicant must have successfully completed a recognised recruit course (a recruit course agreed between the MFB and UFU).

- c) Any applicant for such a position must hold the same or equivalent rank as that of the position being advertised.
- d) The successful applicant will undertake a short course to ensure that they possess any MFB specific requirements and skills relevant to the position. These requirements will be as determined by the MFB and UFU as agreed.

41.8.5. All accrued entitlements of the employee who enters the MFB via lateral entry will be transferred across to the MFB, including but not limited to annual leave, long service leave and personal/carers leave. Should the other agency refuse to transfer the entitlements, the MFB will carry over all entitlements or liabilities by the other agency. The MFB will also carry over the service completed with the other agency. Where the MFB employee transfers permanently to another firefighting agency the MFB will agree to transfer all entitlements to that agency. This clause (42.8.5) does not apply to candidates from fire services other than the MFB or CFA. This sub clause applies to lateral entry under clauses 41.8 and 41.9.

41.9. An employee employed by MFB who within the 12 month period immediately prior to the commencement of his or her employment with the MFB was employed by the CFA, shall upon completion of a MFB recruits course:

41.9.1. Be appointed to the classification under this Agreement equivalent to that which the employee held on a substantive basis when employed by the CFA up to and including the classification of Qualified Firefighter. An employee whose equivalent classification is higher than that of Qualified Firefighter shall be appointed to the classification of Qualified Firefighter; and

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

41.9.3. Firefighting Services other than the CFA and MFB can be considered in the context of clause 41.9, but such consideration must be by agreement between the UFU and MFB and be dealt with on a case by case basis.

42. FIREFIGHTERS REGISTRATION BOARD

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

43. ROSTERING

43.1. Employees shall be rostered in accordance with this clause.

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

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

43.4. This clause is subject to the rights of employees to work in a non-station based position pursuant to clause 44 below.

43.5. 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.

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

43.6.1. With the exception of operational dayworkers, full-time employees shall work and be rostered in accordance

with the operational "10/14" roster set out in clause 133 and the conditions in clause 123 or the conditions set out in clause 153 for FSCC's.

43.6.2. Full-time operational dayworkers (professional firefighters who are not working on a roster referred to in 43.6.1) shall work and be rostered in accordance with the special administrative duties roster set out in clause 135.

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

- a) work and be rostered on hours negotiated and agreed in writing between the MFB the employee and the UFU that, on average are less than 42 hours per week. These hours may be worked over a 5 day cycle and may include evening or weekend work;
- b) Be paid special administrative duties allowance not at a pro rata rate; and
- c) be paid for any additional hours worked at overtime rates

44. CARERS OF CHILDREN WITH RIGHTS UNDER NES

44.1. The parties recognise and support the rights of employees with children who are entitled to request flexible work practices pursuant to the National Employment Standards of the Act. However, the MFB has determined and the parties have reached agreement that MFBs operational requirements mean that on-shift employees should be employed on a full-time basis. As required by the Act, the MFB 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 require an entitled employee to transfer off station or from their current work location to another position.

- 44.2. 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.
- 44.3. To ensure that operational requirements are maintained, the following will apply:
- 44.3.1. An employee must provide appropriate evidence of their entitlement under the Act in the form of a statutory declaration, copies of which will be provided to the UFU and MFB.
- 44.3.2. 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, the special administrative allowance and the streaming allowance will not be affected.
- 44.3.3. An employee who is absent from work without pay as set out in this clause will not be counted for the purposes of minimum staffing while absent. The MFB 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.
- 44.4. An employee who works flexible working arrangements in accordance with this clause may be required to undertake such additional skills maintenance as the parties agree are necessary to ensure skills are maintained. Such skills maintenance shall be at times the employee is willing to work and shall be conducted during paid working hours. If an employee is performing skills maintenance pursuant to this clause, then that employee shall not count for the

purposes of minimum staffing for the period that they are performing such skills maintenance.

45A DIVERSITY

- 45A.1 The parties agree to jointly consider and develop strategies to increase diversity within the MFB 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.
- 45A.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
- 45A.3 For the purposes of subclause 45A.1 the UFU and MFB agree to establish a working party which will report to the Consultation Committee in accordance with clause 16.
- 45A.4 The working party will comprise of equal numbers of MFB and UFU representatives.
- 45A.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 MFB 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.
- 45A.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.

45. REHABILITATION UNITS

- 45.1. For reasons including health, safety and welfare, the MFB has implemented rehabilitation units to contribute to a safe system of work. The Rehabilitation Unit operator is an agreed position on shift in which OSG personnel from either MFB or CFA career firefighters may be rostered. The MFB will provide all equipment as part of the previously car 622 agreed checklist and as outlined below as a

minimum for use on each rehabilitation unit or as amended through consultation:

- 45.1.1. Agreed appliance
- 45.1.2. 1 tent
- 45.1.3. 6 cooling chairs
- 45.1.4. 1 misting fans
- 45.1.5. bottled water
- 45.1.6. electrolyte drinks

46. HEALTH OF EMPLOYEES

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

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

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

47. DISABILITY INSURANCE COVER

47.1. 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.

- 47.2. 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.

48. ACCIDENT AND ILLNESS POLICY

- 48.1. The MFB and UFU will consult and implement an agreed income protection policy/scheme for all employees covered under this Agreement. This income protection policy/scheme will commence from July 2017.

49. AMBULANCE MEMBERSHIP

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

50. DISPUTES PANEL

- 50.1. 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.
- 50.2. Where agreed between the UFU and MFB, 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.
- 50.3. The Dispute Panel will be constituted by:
- 50.3.1. a chairperson; and

- 50.3.2. two other members, one nominated by the UFU and one nominated by the MFB.
- 50.4. The current chairperson of the Disputes Panel nominated by the Minister pursuant to clause 50.3.1 of this agreement is [INSERT AGREED].
- 50.5. Should [INSERT AGREED] vacate the position of chairperson, the parties shall endeavour to reach agreement on a replacement chairperson.
- 50.6. If the parties reach agreement under clause 50.5 above, the parties' nominee shall become the chairperson of the Dispute Panel under this clause.
- 50.7. If the parties are unable to agree on a replacement chairperson under clause 50.5 above within 45 days of [INSERT AGREED] vacating the position of chairperson, they shall approach the President of the Fair Work Commission (Commission) and request the President to provide to the Minister a recommendation that the Minister nominate a replacement chairperson.
- 50.8. The Minister will accept a recommendation under clause 50.7 and nominate a nominee who shall become the chairperson of the Dispute Panel under this clause.
- 50.9. The Dispute Panel will meet within 7 days of either party referring a dispute to it, unless otherwise agreed and will deal with the dispute quickly.
- 50.10. While the Dispute Panel is dealing with a dispute the status quo which existed prior to the MFB 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).
- 50.11. In determining any dispute referred to it the Dispute Panel will have regard to all of the circumstances and in particular:
- 50.11.1. the MFB's statutory obligations under the Metropolitan Fire Brigades Act 1958 (Vic);

- 50.11.2. the MFB's obligations under the Occupational Health and Safety Act 2004 (Vic);
 - 50.11.3. the efficient allocation of resources having regard to employee needs;
 - 50.11.4. community safety; and
 - 50.11.5. the terms of this clause
- 50.12. In determining any dispute in respect of staffing levels referred to it the Dispute Panel will also have regard to:
- 50.12.1. Risk Environment;
 - 50.12.2. Workload, performance and viability of brigades;
 - 50.12.3. State, National and International information, standards and practices;
 - 50.12.4. The capacity of the MFB or CFA to assist depending on whether the matter relates to CFA or MFB staffing;
 - 50.12.5. Firefighter safety; and
 - 50.12.6. the Emergency Management Manual Victoria, Part 7, Emergency Management Agency Roles.
- 50.13. Where the Chairperson considers that a matter before the Disputes Panel has broader implications beyond the CFA and MFB, or that it involves resourcing issues beyond the MFB's current allocation, then the Chairperson may invite the Emergency Management Commissioner (or delegate) to attend to provide relevant information or documentation as determined relevant by the Chairperson.
- 50.14. Both parties agree to abide by the Dispute Panel's determinations.
- 50.15. For the purposes of enabling both parties to submit relevant material to the Board of Reference, the MFB shall provide the UFU with complete access to MFB documents and data required for analysis of MFB response activities.
- 50.16. The MFB will not withhold information that could influence a decision or recommendation and where the MFB becomes aware of issues that affect the performance of brigades or the MFB, then the MFB will notify the UFU for further discussion.

51. MEDICAL CARE/ATTENTION

- 51.1. 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 16 will select which provider will be utilised.

52. PEER SUPPORT

- 52.1. The parties are committed to the following continuing practices and enhancements of the peer support program:
- 52.1.1. Peer support employees under this agreement will be drawn from professional firefighters.
 - 52.1.2. 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
 - 52.1.3. The MFB will provide peer support employees with reasonable resources they require to undertake their role
 - 52.1.4. The MFB will provide peer support employees with agreed training. The parties agree to the objective of such training being interoperable with CFA
 - 52.1.5. The MFB 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
 - 52.1.6. The MFB will ensure that peer support employees will be supported by senior peer support employees and agreed psychologists and doctors

- 52.1.7. The MFB 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
- 52.1.8. The MFB will maintain a pager service and direct phone contact as per the current systems.
- 52.1.9. The MFB will maintain and fill a position of peer support coordinator. This position will be filled by a career firefighter.

53. MEDICAL EXPENSES

- 53.1. For work related matters, the MFB will pay for and provide access for any employee to qualified psychologists. The MFB will also cover the costs of any transport and time for such attendance. Individual employee access to this service will not be disclosed to the MFB or any other person except where agreed to by the employee.
- 53.2. The implementation or change to the provision of access to psychologists under this clause shall occur via the provisions of clause 16.

54. REGISTRY OF ATTENDED CALLS AND EXPOSURE

- 54.1. Exposure control shall be a standing item on the Consultation Committee agenda.
- 54.2. The employer shall maintain a register of employees' exposure to any hazardous material, chemical or other hazards.
- 54.3. The employer shall, upon the written request of any employee, promptly provide the employee with a list recording:
 - 54.3.1. each call attended by the employee, fire call history or training available electronically, and/or
 - 54.3.2. 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.

54.3.3. 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.

55. HEALTH SCREENING

- 55.1. The parties agree that there will be a health screening program for all employees who choose to participate in the program.
- 55.2. There will be no adverse impact from an employee choosing to participate or choosing not to participate in the program.
- 55.3. The employer will pay for all costs associated with the health screening program, including but not limited to employee's time while participating and medical costs.
- 55.4. The provider of the health screening program will be agreed between the employer and the UFU.
- 55.5. Within the first 3 months of this agreement the MFB/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:
 - 55.5.1. There shall be total employee-doctor confidentiality
 - 55.5.2. Employees may choose their own or a separate medical provider if they desire and the MFB will reimburse all costs for approved providers.
 - 55.5.3. The program will provide all health checks which were previously provided prior to the commencement of this agreement
 - 55.5.4. The program will provide comprehensive cancer screening
 - 55.5.5. The program will provide comprehensive and best practice cardiac and respiratory system health checks
 - 55.5.6. The program will provide general practitioner consultations

- 55.6. All employee information including medical information will be confidential between the medical practitioner and the employee and will not be disclosed to the employer, unless the employee agrees otherwise in writing. The employee and the medical practitioner is under no obligation to disclose any information to the employer regarding this program and the employer will not request in any circumstance that any information is disclosed.
- 55.7. The employer agrees that it will continue to provide health screening to former employees where appropriate. The extent of post employment screening will be the subject of consultation in accordance with clause 16.

56. HEALTH AND FITNESS PROGRAM

- 56.1. The parties have introduced and will maintain and enhance a voluntary health and fitness program for employees via agreement in the MFB/UFU Consultative Committee.
- 56.2. 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.
- 56.3. 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.
- 56.4. Any change to any work practices of fitness leaders will only be by agreement between the MFB and the UFU.
- 56.5. 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.
- 56.6. The MFB will provide a sport voucher of \$125 value each year to all employees.

57. EQUAL EMPLOYMENT OPPORTUNITY

- 57.1. The MFB and employees will use their best endeavours to ensure that the workplace is free from any form of bullying or harassment.

The MFB 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.

- 57.2. The MFESB 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 the MFESB and UFU. If the matter is not resolved it will be dealt with in accordance with the dispute resolution procedure.

58. SPECIAL OPS DEPLOYMENT

- 58.1. The parties recognise that the MFESB has the capacity of employees who have attained specialist skills in the areas of Urban Search and Rescue, High Angle Rescue, CBR Response, Marine Response and Specialist Rescue.
- 58.2. 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.
- 58.3. The parties have agreed that in the context of the above, and in the context of maximising resources and expertise a subcommittee will review:
- 58.3.1. the feasibility of combining the above expertise into a single unit which will be referred to as Special Ops; and
 - 58.3.2. the terms and conditions of employment appropriate for employees in such a unit and the deployment arrangements that might apply.
- 58.4. The parties also agree to investigate funding opportunities and deployment opportunities through the appropriate agencies both nationally and globally.

- 58.5. The working party shall meet within the first month of the lodgement of this agreement and shall provide a report to the MFB Executive Leadership Team within 6 months (or otherwise extended by agreement).
- 58.6. The working party shall consist of a representative from each Specialist Operational function and equal representation from the MFB and UFU.
- 58.7. The working parties deliberations shall be completed by no later than 3 months from the lodgement of this agreement.
- 58.8. 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.

59. RIAT

- 59.1. The parties agree in accordance with the objectives of this agreement to continue to implement an enhanced rapid impact assessment capability and capacity within the organisation. The role of RIA and RIA teams will be the same and interoperable with the CFA systems. RIAT is used for rapid assessment of large incident impacts such as storm damage. RIAT duties are extra, above and beyond normal duties and therefore personnel will be deployed only from employees who are above minimum shift strength or recalled or released from day duty.
- 59.2. The MFB 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.

60. MARINE

- 60.1. So that the employees are provided the skills and resources they need the parties have been implementing an enhanced Marine capability and capacity within the MFB. The role of the Marine capability is emergency response and prevention on the declared

waters of Port Phillip Bay and inland waters of the MFD. The capability is also utilised to assist other agencies at times.

- 60.2. Any Marine Facility will comply with the Station Design Guidelines (except where agreed as part of transitioning to a permanent facility).
- 60.3. The MFB will consult on any implementation and changes of Marine duties.
- 60.4. Employees who undertake marine work, shall prior to their allocation to such work, be released from duty and provided training in marine firefighting, shipboard firefighting and swift water rescue, or changes to training as otherwise agreed.

61. ASBESTOS AND CARBON FIBRES

- 61.1. The MFB 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.
- 61.2. MFB shall also investigate and develop proposed policies with respect to carbon fibre exposure for consultation.

62. UAV

- 62.1. The MFB has implemented an enhanced unmanned aerial vehicle (UAV) capability and capacity within the MFB. The role of the UAV capability is to gather information and provide an overview of the fireground to assist with operations. All employees trained as UAV operators shall be paid an allowance in accordance with schedule 4 Allowances whilst on UAV operations including skills maintenance and drills.
- 62.2. The MFB will provide a minimum ratio of one UAV per region to ensure that there are sufficient trained operators available at all times.

63. WORKING CONDITIONS AND HEALTH AND SAFETY

- 63.1. The parties acknowledge the ever increasing uncontrolled environment that firefighters have to respond to in protecting the community. As such the parties agree that an efficient fire service is one which embraces the importance of a reasonable and safe working environment both in the context of emergency response and their working environment. To facilitate such an environment the provisions of Schedule 1 will apply and be complied with.
- 63.2. The parties agree to apply and to review the OHS agreement at schedule 3, and any changes will be by agreement.

64. RETURN TO WORK

- 64.1. 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 20 -.
- 64.2. **Transfer on the grounds of health or fitness**
- 64.2.1. If the employee considers that it would be detrimental to the employee's health to continue performing his / her duties or the employee is not physically fit to perform his / her duties, for any period of time, upon request of the employee, the MFB will, subject to agreement with the MFB, 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.
- 64.2.2. If the employee transfers to a lower position none of the employee's entitlements will be reduced, including their right of progression.

64.3. Operational Support Group (OSG)

- 64.3.1. To facilitate Return to Work for an ill or injured employee the MFB 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 20 -.
- 64.3.2. 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.
- 64.3.3. No such member of the OSG can be rostered for any of the positions referred to in the chart referred to in schedule 2 with the exception of the limited number of positions as previously agreed between the parties.
- 64.3.4. 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.
- 64.3.5. All OSG employees shall continue to receive the EMR allowance subject to employees maintaining their skills and being available to undertake EMR duties. The MFB will provide the opportunity for such employees to maintain such skills.
- 64.3.6. Subject to this clause, the MFESB 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.
- 64.3.7. 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.

- 64.3.8. 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.

65. HEALTH AND SAFETY REPRESENTATIVES

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

66. GAMBLING, DRUG AND ALCOHOL REHABILITATION

- 66.1. The parties recognise that firefighting often comes at a personal cost to employees. Accordingly, the parties agree to develop a gambling, drug and alcohol rehabilitation protocol for inclusion in the MFB's Employees Assistance Program within the life of this agreement. This period can be extended by agreement.
- 66.2. This protocol will be developed and agreed by the MFB UFU Consultative Committee during the term of this agreement.
- 66.3. The protocol will include a confidentiality clause being that any disclosure by an employee under this program will be limited to an independent medical practitioner agreed between the UFU and the MFB.
- 66.4. 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.

66.5. The parties recognise the dangers of smoking to the health of all employees. The MFB will take the following steps to encourage employees to give up smoking.

66.5.1. Provide access to counselling and assistance via the "QUIT" program or Anti Cancer Council to those employees who are desirous of stopping smoking.

67. TRANSITION TO RETIREMENT

67.1. The parties agree to develop agreed parameters via consultation during the life of this agreement for the purposes of transition to retirement arrangements.

67.2. 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.

68. REST PERIOD AFTER OVERTIME

68.1. 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.

68.2. 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.

- 68.3. No employee shall work so much overtime that he or she works more than 18 hours consecutively, except by agreement between MFESB, UFU and the employee concerned.
- 68.4. 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.
- 68.5. When career firefighters have been actively involved in operational duties during their shift, and they are retained for duty to maintain minimum staffing levels for the oncoming shift, there is a need to monitor and address the health and safety of an individual or group of individuals (platoon).
- 68.6. 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 maybe notified.
- 68.7. The overriding principle is that unnecessary and/or non urgent duties/activities be rescheduled.
- 68.8. No employee shall be discriminated against because of the operation of this clause.

69. TRAINING AND PROFESSIONAL DEVELOPMENT

- 69.1. The parties recognise that the National Public Safety ITAB and/or its successor has developed national competency standards for fire services.
- 69.2. There is currently an agreed Emergency Response Training Framework document between the parties which is attached at SCHEDULE 3 -. 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 MFB training content.

- 69.3. In all training matters, the parties agree to comply with the requirements of the framework. Any such matters may only be changed by agreement via the consultative arrangements under this agreement.
- 69.4. The above Emergency Response Training Framework aligns required modules and training requirements with the firefighting classifications employed by the MFESB in accordance with industry standards and agency specific requirements.
- 69.5. Any future changes to this document will be by agreement between the employer and the UFU.
- 69.6. Training will take place at agreed recognised training locations and not at fire stations, unless otherwise agreed.
- 69.7. The MFESB will conduct an extensive range of preventative and preparedness programs and meet its duty of care by ensuring a minimum of seven professional firefighters to fireground incidents before commencement of safe firefighting operations.

In proceeding with this proposal it is accepted that:

- 69.7.1. 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.

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, WAM, 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 zone/district appliances prior to appliances being redeployed.

- 69.7.2. 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.

- 69.8. Attendance at all training and all professional development courses will be paid for by the MFB and will be attended during the course of an employee's ordinary span of hours, except where the MFB 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 the employer. To avoid doubt, employees cannot elect to undertake training other than that which is provided by the MFB or agreed via consultation to be provided by other than the MFB, and be reimbursed for associated costs.
- 69.9. The MFB will provide sufficient specialist courses so that MFB can maintain its operational capabilities and so that 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.
- 69.10. In addition, the MFB will also provide the following technical operations courses:
- 69.10.1. BG4
 - 69.10.2. HAZMAT Technician
 - 69.10.3. Marine (WER)
 - 69.10.4. USAR (Incorporating Trench Rescue)
 - 69.10.5. HART (Incorporating Confined Space)
 - 69.10.6. Shipboard Fire-fighting
- 69.11. Within the first six months of this agreement the parties will agree on staffing levels (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.

- 69.12. The MFB will provide as a minimum annual skills maintenance training for all firefighters that have a qualification in specialist roles or in the operation of specialist appliances or equipment.
- 69.13. All changes to technology, upgrades of software, changes to IT use or introduction of new software 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 16.
- 69.14. The MFB 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.

70. JOINT FIREFIGHTER RECRUIT COURSE

- 70.1. In support of current interoperability measures between the CFA and MFB, the parties agree to develop and implement a joint firefighter recruit course for all MFB and CFA recruit firefighter training. This will be done in accordance with clause 16 Consultation.
- 70.2. In achieving this outcome, the MFB will be the designated lead agency for all recruit firefighter training.
- 70.3. All recruit firefighter training will be delivered at the Victorian Emergency Management Training College (VEMTC) in Craigieburn.
- 70.4. All recruit firefighter courses will have a minimum of 12 instructors per course comprised of the following:
- 1 coordinator
 - 1 assistant coordinator
 - 10 instructors
- 70.5. The CFA and MFB will aim to provide equal numbers of CFA and MFB instructors on each course (i.e. 5 MFB and 5 CFA per course). Where this cannot be achieved there must be a minimum of 3 CFA instructors per course.
- 70.6. The coordinator and assistant coordinator will be alternated equally between the MFB and CFA across all recruit firefighter courses delivered.

- 70.7. Conditions of employment for all recruit coordinators, assistant coordinators and instructors will be standardised, without any disadvantage.
- 70.8. Numbers of CFA and MFB recruit firefighter candidates on each course will be allocated relative to attrition levels in each agency and commitments to additional firefighter numbers. It will also take into account the necessity to achieve the increases to minimum staffing in the timeframes as outlined in clause 39 of the MFB UFU Operational Staff Enterprise Agreement 2016 and clause 44 of the CFA Operational Staff Enterprise Agreement 2016.
- 70.9. Each recruit course will deliver generic curriculum to all candidates as developed by the Victorian Recruit Firefighter Interoperability Working Party and in accordance with clause 16 Consultation.
- 70.10. The provision of accommodation of recruits and instructors at VEMTC should be reviewed and considered in relation to distance/time travelled, without any disadvantage.

71. WATER FOR TRAINING

- 71.1. 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.

72. COMMUNITY SAFETY

- 72.1. The parties acknowledge the role of the MFESB and its operational staff in successfully demonstrating the delivery of programs that have enhanced community awareness and safety.
- 72.2. 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 maximise and enhance community safety outcomes. This shall be done in accordance with the consultative processes within this agreement and not result or impact on the resources required for operational response.

73. SPECIALIST COURSES

- 73.1. 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.

74. SKILLS MAINTENANCE FOR DAY WORKERS

- 74.1. Any employees (except ACFOs) rostered on other than a 10/14 roster (or 12/12 roster in the case of FSCC's) will be required to work at least 1 on-shift roster per annum at a fire station (or relevant workplace for 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.
- 74.2. To avoid doubt, all allowances applicable to the day workers will continue to be paid during periods of skills maintenance.

75. EMPLOYEE SUPPORT PROGRAMS.

- 75.1. The MFB 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 MFB as a whole. Accordingly there is a commitment to improve the health and well being of employees through:

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

b) Lifestyle/Relationship Program

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

c) Career Counselling

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

- 75.2. The MFB 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

76. UNIFORMS, APPLIANCES AND EQUIPMENT

- 76.1. The employer shall supply each employee and be responsible for the cost of replacing, repairing and / or cleaning the articles of

clothing and / or equipment that must be worn and / or used by the employee.

76.2. The employer shall reimburse each employee for the cost of the purchasing, replacing, repairing and/or cleaning the articles of clothing and/or equipment that the Union and the employer agree must be worn and/or used by the employee. This provision does not apply where such clothing and equipment is provided, replaced, repaired and/or cleaned or paid for by the employer.

76.3. 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.

76.4. The parties acknowledge that the occupation of firefighting is an extremely hazardous and dangerous occupation where firefighters can be deployed into known and unknown hazardous situations to perform the rescue of life and protection of property.

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

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

- 76.4.1. articles of clothing;
- 76.4.2. equipment, including personal protective equipment;
- 76.4.3. technology;
- 76.4.4. station wear; and
- 76.4.5. appliances;

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

- 76.5. The agreed list of station wear, uniform and PPC&E is attached at SCHEDULE 6 -.
- 76.6. Attached at SCHEDULE 9 - is the agreed list of appliances with general specifications for use as at the commencement of this enterprise agreement. The replacement, use or commissioning of any appliances (including appliances not included in the schedule) must be in accordance with the specifications within the schedule with any variations in accordance with the consultation committee or as agreed via the consultation processes.
- 76.7. The MFB agrees that for the purposes of interoperability, cost savings and interoperability, the UFU will have up to 3 additional representatives from the CFA Operational Staff as part of the consultation process for all changes to station wear, uniform and PPC&E.
- 76.8. A plan of distribution of replacement items is at SCHEDULE 6 -.
- 76.9. To avoid doubt, all recruits will be issued with car coats as part of their initial uniform provision.
- 76.10. Further to the above, the MFB 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.
- 76.11. Further to the above, the MFB will develop, consult and agree with the UFU a rehabilitation solution for personnel to deal with the anticipated thermal stress of new PPC and changing work environment.
- 76.12. Emergency response where PPC being repaired or cleaned:
- 76.12.1. Where a Firefighter or Station Officer has all 3 sets of their Structural PPC away for laundry or repair:
- a) 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.
 - b) The MFB will ensure that minimum crewing is maintained during this period.

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

- a) the employee will not be responded to any incident where they would be required to wear their Wildfire PPC.
- b) The MFB will ensure that minimum crewing is maintained during this period.

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

- a) the employee will not be responded to any incident where they would be required to wear their Rescue PPC.
- b) The MFB will ensure that minimum crewing is maintained during this period.

76.12.4. No Firefighter or Station Officer shall use or be required by the MFB to use other firefighters PPC or spare MFB PPC, except in accordance with processes agreed via the consultation provisions at clause 16.

76.13. Any new appliance proposed to be introduced into the MFB will only be introduced where agreed between the employer 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.

76.14. For the avoidance of doubt, prior to the development / building or tendering of the appliance/s consultation will occur and MFB will reach agreement via clause 16 of this agreement on:

- 76.14.1. Design and specifications of the appliance;
- 76.14.2. Infrastructure to house the appliance and staffing levels within a fire station;
- 76.14.3. Safe Staffing to crew and operate the appliance;
- 76.14.4. Training package required to operate the appliance and end equipment stowed;

- 76.14.5. Allowances to be qualified to operate the appliance and end equipment stowed.
- 76.15. 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.
- 76.16. For the avoidance of doubt, this clause will also apply to any refurbishment or rebuild of an appliance/s.
- 76.17. All appliances will be equipped with have at least 5 breathing apparatus's 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.
- 76.18. All stations and appliances will have an operating thermal imaging camera. Such camera will be an agreed model.
- 76.19. All stations will have the following additional equipment within the first 6 months of this agreement:
 - 76.19.1. thermal imaging camera of the agreed specification – 1 per appliance, except where agreed otherwise by the parties
 - 76.19.2. Agreed gas detectors – 1 per heavy pumper
 - 76.19.3. 1 portable radio per person per shift and at least 1 spare radio on each appliance
- 76.20. On retirement, employees shall be entitled to keep their uniform if they choose. The conditions and limitations will be in accordance with an agreed policy.
- 76.21. For reasons including but not limited to safety and security, at all times, all uniforms and personal protective equipment provided and assigned to an employee shall remain designated for use only by that employee.

77. EWP CHECKS

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

78. EMAIL ACCESS

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

79. SURVEILLANCE/MONITORING

- 79.1. Surveillance or monitoring of employees or the surveillance or monitoring of any MFB 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 MFB 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.
- 79.2. No closed circuit cameras or similar surveillance device within the direct or indirect control of the MFB 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.

- 79.3. All MFB 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.
- 79.4. 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.

80. AMENITIES

- 80.1. The employer shall provide and maintain at each work location/station such amenities as have been or are agreed between the UFU and employer to provide for the preparation and consumption of meals, refreshments, recreation, rest and recline.
- 80.2. 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.
- 80.3. A notice board will be provided in each workplace for posting of Union notices.
- 80.4. 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.
- 80.5. MFB will supply and launder all bed linen.
- 80.6. Where the employer seeks to make changes to any amenities or access to communications, the consultation provisions of this Agreement will apply and such changes will only occur by agreement between the parties.

81. INFRASTRUCTURE

- 81.1. The parties agree to abide by the agreed work location infrastructure design agreement [Infrastructure Agreement] in all matters associated with work location infrastructure, including but not limited to, design, modification and construction.
- 81.2. An agreed copy of the Infrastructure Agreement will be provided to the President of the FWC and placed on the file at the time the agreement is submitted to the FWC. The Infrastructure Agreement is incorporated as part of this agreement. .
- 81.3. The Infrastructure Agreement may only be varied or departed from where there is agreement between the employer and the UFU.
- 81.4. Any agreed variation to the Infrastructure Agreement document will be treated as an enterprise agreement variation and the parties will apply to FWC to have such variation inserted and the agreement varied.
- 81.5. New work locations
 - 81.5.1. The employer will adhere to and apply the Infrastructure Agreement for the design and specifications of any work location/station built after the date of certification of this agreement, except as agreed between the employer and the UFU.
 - 81.5.2. The employer will adhere to and apply the Infrastructure Agreement for the design and specifications of appliances and equipment to be used in any work location/station built after the date of certification of this agreement, except as agreed between the employer and the UFU.
 - 81.5.3. Deployment of staff to a particular work location shall not occur until infrastructure, furnishings, fittings, allowances and all deployment principles and matters have been agreed to in respect of that work location/station.
- 81.6. Existing Work Locations
 - 81.6.1. The employer will adhere to and apply the Infrastructure Agreement for the design and

specifications of any modifications to any work location/station, except as agreed between the employer and the UFU.

- 81.6.2. Within the first 12 months of this agreement, the employer and the UFU will jointly review the amenities available at current work locations/stations and assess them against the Infrastructure Agreement set out in SCHEDULE 7 -.
- 81.6.3. Any modifications to existing work locations will be in accordance with the Infrastructure Agreement, except as agreed between the employer and the UFU.
- 81.6.4. The employer will use its best endeavours to modify existing work locations/stations so that they conform with the Infrastructure Agreement. Any modifications will be by agreement between the employer and the UFU and will be completed during the life of this agreement.
- 81.6.5. Where beds, recliners or other furnishings are identified which reasonably require replacement due to wear and tear, or where beds, recliners or other furnishings are below a reasonable standard, in either case the MFB will replace all such items.
- 81.7. The employer will provide appropriate facilities to ensure privacy for all employees at all locations, the minimum of such facilities being as already agreed with the UFU.
- 81.8. Where employees are required to stay or sleep in temporary accommodation, an allowance in accordance with 81.9.2 shall be paid.
- 81.9. No employee will be relocated or directed to relocate into temporary premises prior to there being agreement reached between the employer and the UFU as to:
 - 81.9.1. any necessary temporary facilities and amenities;
 - 81.9.2. An allowance of no less than \$4.16 per attended day shift and \$5.40 per attended night shift

81.10. 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.

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

81.11.1. This allowance will be paid on the following basis:

- a) an allowance of \$1461.32 for the first 30 minutes of additional total daily travel time required or 30 kilometres additional daily distance or part thereof;
- b) a further equivalent allowance of \$1461.32 for each additional 30 minutes or 30 kilometres or part thereof.
- c) 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.

A6 - WAGES, ALLOWANCES AND REMUNERATION

82. WAGE INCREASES

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

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

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

83. RELATIVITIES

- 83.1. The parties have agreed on new relativities for the classifications referred to in this agreement. These relativities are set out in the wages clause of this agreement. These relativities will take effect from the date of this agreement.
- 83.2. The MFB and UFU agree that within the first four months of the commencement of this agreement the parties agree to refer to FWC for private arbitration an increase to the Station Officer and Senior Station Officer relativities.

84. SALARY PACKAGING

- 84.1. 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.
- 84.2. Employees covered by this agreement shall be entitled to salary sacrifice up to 50% of their wages including any overtime payments.
- 84.3. Employee payments on termination shall be based on their Superable Salary.

85. ALLOWANCES AND REIMBURSEMENTS GENERAL

- 85.1. The monetary amounts of the allowances provided for in this agreement set out in Schedule 4 (with the exception of Clause 85.5 Personal Expenses and Accommodation) 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 - 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.

- 85.2. All allowances will increase by 19% from the date of commencement of this agreement.
- 85.3. 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).
- 85.4. The methods of payments for individual allowances will continue as per the custom and practice for payments of allowances.
- 85.5. **Personal expenses and accommodation**
- 85.5.1. Procedures for and the amount of personal expenses relating to travel, accommodation and personal expenses for employees covered by this agreement, in addition to those contained elsewhere in this agreement, are contained in the Personal Expenses and Accommodation Agreement 2013 at SCHEDULE 4 -, part B, which shall apply.
- 85.5.2. Where reasonable receipted expenditure exceeds the amount specified the receipted amounts will be reimbursed.
- 85.6. **Meal Allowance**
- 85.6.1. An employee entitled to a meal allowance where specified shall receive an allowance in accordance with SCHEDULE 4 -.
- 85.6.2. Where overtime is worked for two hours or more before or after a rostered shift, a meal allowance will be paid for every meal except when the employer provides a meal.
- 85.6.3. When recalled for duty an employee shall be paid a meal allowance on the following basis:

- a) 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;
- b) on night duty one meal allowance, if work commences before 2000 hours and continues for more than two hours.

85.6.4. An employee retained on duty within the meaning of 128.5 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.

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

85.6.6. Where an employee's normal meal break is delayed for a period exceeding 30 minutes, except for reasons specified in 85.6.7, without two hours prior notice, the employee shall be paid a meal allowance.

85.6.7. 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.

85.6.8. An employee entitled to a meal allowance other than those specified in the Personal Expenses and Accommodation Agreement 2013 (at SCHEDULE 4 -, part B) shall receive an allowance in accordance with Schedule 4 Allowances.

85.7. Spoilt Meal Allowance

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

85.8. Expenses and Roster Penalties

85.8.1. When an 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;

a) 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

b) A daily allowance paid equal to one hour's wages at overtime rates; and

c) 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.

85.8.2. When this agreement provides that an employee is entitled to 'rostering penalties' then the employee shall, in addition to his or her wages, receive the payments prescribed in 85.8.1 (to avoid doubt, there is no requirement for less than two weeks notice for the provisions referred to above to be paid).

85.8.3. When an 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 85.8.1 (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 agreement 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 Zone.

- 85.8.4. When an employee, while on duty at his or her currently rostered location is required to perform duty at another location he or she shall:
- a) 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 the employer provides reasonable transport; or
 - b) 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:
 - c) the appropriate single fare to his or her currently rostered location; and
 - d) an allowance equal to one half-hour's (30 minutes) wages at overtime rates; and
 - e) 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.

- 85.8.5. 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 the employer provides reasonable transport.

- 85.8.6. An employee who by agreement with his or her employer uses his or her own motor vehicle on the employer's business shall be paid the motor vehicle / mileage allowance in clause 85.9 per kilometre travelled.
- 85.8.7. An employee transferred or detailed for duty to another location for less than one roster shall be entitled to the provisions in 85.8.1. (To avoid doubt, there is no requirement for less than two weeks notice for the provisions referred to above to be paid)
- 85.8.8. All Officers and Firefighters, when doing an out duty, will be reimbursed fares/ travelling costs from either their home or destination location.
- 85.8.9. An 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.
- 85.8.10. Where an employee is recalled to work at a work location which is different to an employees rostered station, the employee shall be paid a relieving allowance of \$30.52 per shift.

85.9. Motor Vehicle / Mileage Allowance

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

85.10. Tollway Re-imbusement

85.10.1. 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 the employer.

85.11. Attendance at training facilities

85.11.1. The requirement for employees to attend or use training facilities will be the subject of consultation.

85.11.2. Training facilities will only be used where the facilities use has been agreed between the UFU and MFB.

85.11.3. The employer shall pay overtime at the rate prescribed in clause 128.2 for all reasonable travelling time outside the hours of 0800 hours to 1800 hours to and from the training facility.

85.11.4. Training time in excess of a total of ten hours in any one day or 38 hours in any one weekly tour of duty or week as the case may be (which shall not exceed five days) shall be paid overtime at the rate prescribed in clause 128.2.

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

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

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

85.12. Driving licence fee reimbursement

85.12.1. All employees shall be reimbursed their driving licence fee.

85.13. After Hours Allowances

85.13.1. Availability Allowance

- a) All on call arrangements, including rosters, will be agreed between the MFB and the UFU.
- b) 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 or notify that they are available after working hours to deal with operational matters shall receive an allowance in accordance with SCHEDULE 4 - to be counted for all purposes. In the case of employees covered by part C of this agreement, the allowance shall be in accordance with SCHEDULE 4 -.
- c) In the event of an employee covered by clause 85.13.1 being required to attend an operational incident, the time back on duty will be counted as part of their average hours per week.

85.13.2. After Hours Disturbance Allowance

- a) Employees will not be contacted by the employer whilst on annual, long service, personal or accrued leave.
- b) Any employee who is contacted about any work related matter by a MFB employee, representative or volunteer at a time not specified in sub clause (a) above but when they are not being paid to be at or available to work or who is required to contact someone else about any work related matter at a time when the employee is not being paid to be at or available to work, shall be paid by the MFB an after hours disturbance allowance of an amount equivalent to:

- 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).

85.13.3. Temporary Work Location Allowance

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 Allowances for all such time worked.

85.14. First Aid allowance

A holder of a current recognised first aid certificate shall receive an allowance in accordance with Schedule 4 Allowances.

85.15. Representation Reimbursement

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

85.16. Special Administrative Duties Allowance

85.16.1. Employees rostered for Special Administrative Duties shall receive an allowance in accordance with Schedule 4 Allowances whilst so rostered. Special Administrative Duties shall include all rostered duty in all MFB

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.

85.17. Language Allowance

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

85.17.2. 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.

85.18. Qualification Allowances

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

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

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

85.18.4. A holder of Certificate IV in Workplace Training and Assessment shall receive an allowance in accordance with SCHEDULE 4 -.

85.19. LONG HOURS ASSISTANCE

- 85.19.1. Where an employee considers it is not safe for them to drive after they have finished working, the MFB will:
- a) Pay for the cost of a taxi home (or to any other reasonable location) for the employee when their period of duty concludes; and
 - b) Pay for the cost of a taxi for the employee to return to work (or to any other reasonable location) to retrieve any vehicle.
 - c) Pay any other reasonable amount for accommodation or air fares or other matter as agreed between the parties.

85.20. Payment of Allowances

- 85.20.1. The MFESB 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.

86. SUPERANNUATION

- 86.1. All employees covered by this Agreement are deemed to be operational for the purposes of membership of Emergency Services Defined Benefits Scheme (ESDB Scheme). MFESB 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.
- 86.2. 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:

- 86.2.1. Increase of the defined benefit from 8.4 multiplier on death or retirement.
- 86.2.2. Re-allocating the employer contribution from ESDB Scheme to the employee as soon as the employee has reached the maximum defined benefit and continues his/her employment.
- 86.2.3. Increase of benefits for spouses or dependent children.
- 86.2.4. Reduction of Taxation implications.
- 86.2.5. More entitlements for retirees.
- 86.2.6. The repealing of the 1994 two year Final Average Salary provision.
- 86.2.7. Expanding of ESDB Scheme to include Emergency Service Workers and support staffs that are currently excluded.
- 86.2.8. The implications of changed community standards and the increase in the Superannuation Contribution Charger from 9% on July 2013 to 12% on 1 July 2019.
- 86.2.9. A technical fix to an issue concerning members who have reached their maximum benefit multiple and have attained age 65.
- 86.2.10. Introduction of retrospective disability claims.
- 86.2.11. Changes to temporary disability pensions rules.
- 86.2.12. Introduction of a transition to retirement pension.
- 86.2.13. Increased employer contributions to the ESSS accumulation fund.
- 86.2.14. Increased recognition of service while on unpaid maternity leave; and
- 86.2.15. Increased death and disability benefits.
- 86.2.16. Removal of legislative provisions that penalise employees exiting the fund prior to age 50.

- 86.2.17. Ability for moving defined benefit amount to an accumulation fund after reaching the maximum multiplier.
 - 86.2.18. Retrospective application or compensation re family law issues.
 - 86.2.19. Other changes as agreed by the Superannuation Equity and Fairness Committee.
 - 86.2.20. The committee may comprise, in addition to the MFB and UFU, relevant stakeholders including representatives from other emergency services and unions and Government. There shall be equal representation between the employers and the unions.
- 86.3. 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.

87. PAYMENT OF OVERTIME

- 87.1. The parties agree that the MFESB 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.

88. CHILDCARE

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

89. JOURNEY ACCIDENT COVER

- 89.1. The employer shall provide all employees covered by this agreement with Journey Accident Insurance to and from work to ensure that:
- 89.1.1. pre-injury average weekly earnings for time lost due to journey accidents are maintained for up to 52 weeks; and
 - 89.1.2. all medical expenses are met.
- 89.2. To avoid doubt, journey accident cover includes the first week of any TAC journey to and from work and/or work related claim.
- 89.3. The employer will also meet the cost of any damage to an employee's vehicle if incurred whilst the employee is using the vehicle for approved work purposes when used in connection with or coming to and from work. 'Vehicle' for the purpose of this clause includes a bicycle.

A7 - TYPES OF LEAVE

90. INTERACTION WITH NATIONAL EMPLOYMENT STANDARDS

It is intended that the provisions in this agreement relating to leave will supplement any rights any employee has under the National Employment Standards.

91. IMMEDIATE FAMILY OR HOUSEHOLD

- 91.1. For the purpose of this agreement, including clause 115.3, the term "spouse" includes domestic partners of the same sex.
- 91.2. The entitlement to carer's or Compassionate leave is subject to the person in respect of whom the leave is taken being either:
 - 91.2.1. a member of the employee's immediate family; or

91.2.2. a member of the employee's household.

91.3. The term immediate family includes:

- a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee; and
- b) 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.

91.4. 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.

92. PERSONAL LEAVE

92.1. Amount of paid personal leave

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

- a) personal illness or injury (sick leave); or
- b) 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
- c) Compassionate on the death of an immediate family or household member (Compassionate leave).

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

- a) Employees who work 42 hours per week as per clauses
4
3

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

52.

- b) Employees who work 38 hours per week as per clause
138.

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

- c) 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.

92.1.3. Any unused personal leave will accrue each year.

92.1.4. In light of past problems with MFB systems, the MFB will not seek any form of leave evidence for employees where the leave has occurred, 5 weeks has passed and the MFB forms a view that evidence is required or was not provided.

93. SICK LEAVE

93.1. Definition

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

93.2. Entitlement

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

93.2.1. Employees who work an average 42 hours per week

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

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

93.2.2. Employees who work 38 hours per week

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

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

shift/day absent	deducted
¾ of a shift/day absent	¾ shift/day deducted

- 93.2.4. Accumulated personal leave may be used as sick leave if the current sick leave entitlement is exhausted.
- 93.2.5. Notwithstanding anything contained in this clause, the employer may grant such additional sick leave on full pay as it may think fit.
- 93.2.6. An employee will be granted out of their sick leave entitlement leave of absence, provided they furnish a certificate from a registered practitioner (known as a medical certificate), including but not limited to the following: a registered dentist, doctor, pharmacist, podiatrist, psychiatrist, nurse or midwife, practitioner registered by the Chinese Medicine Registration Board of Victoria, naturopath, myotherapist, physiotherapist, chiropractor, osteopath, optometrist or a psychologist.

93.3. 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:

- 93.3.1. The nature of the injury or illness (if known); and
- 93.3.2. 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 the employer by telephone at the first opportunity.

93.4. Evidence supporting claim

- 93.4.1. An employee shall be entitled to two days sick leave per week without

a requirement to provide any evidence.

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

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

93.5. Sick leave for other purposes

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

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

93.6. The effect of worker's compensation

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

93.7. The effect of public holidays

A public holiday observed during any period of personal leave (including but not limited to sick leave) of an employee entitled to public holidays, as prescribed by clause 102 - Public Holidays, shall not be regarded as part of the leave.

93.8. The effect of annual leave

An employee who becomes entitled to take personal leave (including but not limited to sick leave) during a period of annual leave will be recredited annual leave for the

duration of such personal leave subject to meeting evidence requirements under the personal leave clause.

93.9. Suitable Duty Days

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

94. CARER'S LEAVE

94.1. 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.

94.2. Notice required

94.2.1. 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.

94.2.2. The notice must include:

- a) The relationship to the employee of the person requiring care and support.
- b) The reasons for taking such leave; and
- c) The estimated length of absence.

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

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

94.3. Evidence supporting claim

94.3.1. 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.

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

94.5. Unpaid leave

94.5.1. An employee may take unpaid carer's leave for a single continuous period or for any separate periods.

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

94.7. Additional leave

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

95. COMPASSIONATE LEAVE

- 95.1. 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.
- 95.2. In circumstances not covered under this clause, leave to attend the funeral of other family members shall be considered at the discretion of the MFESB. All applications will be treated in an equitable and consistent manner.
- 95.3. The first three days entitlement to Compassionate leave in any one year which an employee takes (as Compassionate leave or carer's leave) shall be deducted from that employee's entitlement to personal leave under clause 93.2. 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.
- 95.4. Compassionate Leave is available to be taken up to and including the day after the funeral.
- 95.5. Additional unpaid Compassionate leave may be granted by agreement between MFB and the employee concerned.

96. PRESSING NECESSITY LEAVE

- 96.1. 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 the MFESB special circumstances exist.

96.2. Where in circumstances or in respect of a period not provided for in Clause 96.1 the MFESB is satisfied that, on account of pressing necessity, leave should be granted to an employee the employer shall grant such leave on full pay.

96.3. 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.

97. CULTURAL & CEREMONIAL LEAVE

97.1. 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.

97.2. 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.

98. FAMILY VIOLENCE

98.1. General Principle

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

98.2. Definition of Family Violence

The employer accepts the definition of Family violence as stipulated in the Family Violence Protection Act 2008 (Vic). And the definition

of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

98.3. General Measures

- 98.3.1. 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.
- 98.3.2. 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.
- 98.3.3. Understanding the traumatic nature of family violence the employer will support their employee if they have difficulties performing their tasks at work.
- 98.3.4. The employer will identify a contact agreed to with the UFU in human resources, union Shop Steward or go to person who will be trained in family violence and privacy issues, for example, training in family violence risk assessment and risk management. The employer will advertise the name of the contact.
- 98.3.5. 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 clause 98.3.4).
- 98.3.6. 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 98.4 and 98.5.
- 98.3.7. The employer and UFU will develop agreed guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

98.4. Leave

- 98.4.1. 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.

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

98.5. Individual Support

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

- a) appropriate changes to work arrangements and location in accordance with this agreement and/or
- b) a change to their telephone number or email address to avoid harassing contact.

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

98.5.3. 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.

98.6. 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:

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

99. ACCIDENT PAY

- 99.1. 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.
- 99.2. The period of 104 weeks may be extended by agreement between the parties, depending on circumstances on a case by case basis.
- 99.3. During this period, employees will be paid all allowances and entitlements which they would have been paid had the injury or illness not occurred.

100. SPECIAL SICK LEAVE

- 100.1. Where the employer is satisfied that an injury or illness of an employee with at least six months' service is directly attributable to or is aggravated by his or her service in an armed conflict with the Defence Forces of the Commonwealth of Australia or other Defence Forces as agreed between the MFB 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).
- 100.2. 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.

- 100.3. 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, the employer may grant the employee special leave of absence with pay. Such leave of absence shall not be granted for any period beyond the earliest date at which it would be practicable for the employee to resume duty having regard to the restrictions imposed by law.

101. RECREATION/ANNUAL LEAVE

- 101.1. **Recruit to Commander classifications and FSCC classifications**
- 101.1.1. An employee shall be entitled to 65.06 days Recreation/Annual leave per year which shall accrue.
- 101.1.2. For employees on-shift, such leave is to be taken in periods of 28 days within alternating periods of twenty weeks and 24 weeks.
- 101.1.3. 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.
- 101.2. 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 Chief Executive Officer or their delegate.

- 101.3. All applications will be treated in an equitable and consistent manner and consent will not be unreasonably withheld.
- 101.4. 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:
- 101.4.1. 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
 - 101.4.2. 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.
- 101.5. 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 the MFB.
- 101.6. **Annual leave - ACFOs**
- 101.7. An employee shall be entitled to 5 weeks recreation leave per year plus a minimum of 11 public holidays.
- 101.8. No Employee covered by this Agreement will be allowed to work for the MFESB 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.
- 101.9. An employee who uses sick leave of one hour/week or more shall extend the Long Service Leave or shall be recredited by the period of time he/she is on Sick Leave.

101.10. 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.

101.11. **Annual leave – conditions that apply to all employees**

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

101.13. In recognition of historical problems with MFB systems, any negative leave balances shall be cleared on the commencement of this agreement whereby employees are not required to make up any balances. Any leave or pay in relation to negative leave which has been deducted by the MFB in the past, shall be repaid to employees.

102. PUBLIC HOLIDAYS/RECOGNISED DAYS

102.1. Employees other than on shift employees shall be entitled to the following public holidays without deduction of pay:

102.1.1. 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.

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

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

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

- 102.1.5. When New Years Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- 102.1.6. 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.
- 102.1.7. An employee by agreement with the employer may substitute another day for any public holiday prescribed in this clause.
- 102.2. Employees who agree to be rostered and working on the above days (including being rostered onto Special Rosters under clause 139), inclusive of Recruit to Commander classifications, will receive 10 hours accrued leave or double time at the employees election.
- 102.3. 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.

103. LONG SERVICE LEAVE

- 103.1. An employee accrues long service leave after 10 years service in accordance with the MFB Act. An employee is entitled to take pro rata long service leave after 7 years service.
- 103.2. An employee is entitled to take some or all of their Long Service Leave at half the rate of pay that they would ordinarily be entitled to. Such request shall not be unreasonably withheld and is at the discretion of a Deputy Chief Officer. All applications will be treated in an equitable and consistent manner. In the event of the application being declined the matter may be referred for resolution in accordance with the dispute resolution process.
- 103.3. To avoid any confusion, the parties agree that this shall only reduce the employee's Long Service Leave entitlements by half of what it would be reduced by had they taken their Long Service Leave at full pay. (For example, an employee who had 3 months Long Service

Leave could take 2 months at half-pay – meaning four months away from work – and be left with 1 month's long service leave entitlement.)

- 103.4. Any long service leave taken on half pay will have no effect on the final average salary of an employee over the last two years of their employment.
- 103.5. 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.
- 103.6. This will be facilitated by the operation of a leave database where employees select days for leave. Available leave will be viewable to employees and leave will automatically be granted on application so long as a vacancy as per clause 103.7 exists.
- 103.7. The following number of persons will be able to utilise their leave on any one shift in accordance with each Rank:
 - a) Firefighters and Leading Firefighters - 10 per day
 - b) Officers (SO, SSO) - 5 per day
 - c) Commanders - 2 per day
 - d) ACFO's - 1 per day
 - e) FSCC's – 2 per day
- 103.7.2. Additional days may be considered based on personal circumstances on a case by case basis.
- 103.7.3. The above entitlement should not be used as a precedent for any diminishment or abolishment of long service leave entitlement.
- 103.8. In exceptional circumstances based on genuine welfare needs, employees are entitled to cash out any accrued long service leave. All applications will be treated in an equitable and consistent manner. In the event of the application being declined the matter may be referred for resolution in accordance with the dispute resolution process contained within clause 21.

104. ACCRUED LEAVE

- 104.1. 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.
- 104.2. This will be facilitated by the operation of a leave database where employees select days for leave. Available leave will be viewable to employees and leave will automatically be granted on application so long as a vacancy as per clause 104.3 exists.
- 104.3. The following number of persons will be able to utilise their leave on any one shift in accordance with each Rank:
- a) Firefighters (Level 1 through to Senior Leading) - 10 per day
 - b) Officers (SO, SSO) - 5 per day
 - c) FSCC's - 2 per day
 - d) Commanders - 2 per day
 - e) ACFO's - 1 per day
- 104.4. Accrued leave for employees not on shift, is not subject to the database referred to above.

105. WORKING & SICK LEAVE WHILE ON OTHER LEAVE

- 105.1. No employee covered by this agreement will be allowed to work for MFB during any period of Recreation/Annual leave including long service leave except in circumstances which have been agreed between the employee, the UFU and the employer which includes but is not limited to employees participating in consultation processes, FWC proceedings or major emergencies on agreement between the employee, the UFU and the employer on a case by case basis and where the employee agrees on the specific

circumstance. Where work is agreed and worked during leave under this clause, employees shall be recredited the leave and be paid recall provisions or the leave shall be treated as having been suspended and work performed on recall.

- 105.2. 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.
- 105.3. 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.
- 105.4. 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.
- 105.5. This clause applies in addition to any NES entitlement.

106. INDUSTRIAL TRAINING AND UNION LEAVE

- 106.1. On the provision of notice by either the employee or the UFU, a n 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.
- 106.2. 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.
- 106.3. In recognition of the employer's operational requirements, the period of notice for leave in this clause is two weeks. For the avoidance of

doubt, employees may only be recalled to duty by agreement between the employee and the MFESB. Leave will also be granted with less than two weeks notice, provided there is no serious operational impact that cannot be remedied with recall.

- 106.4. 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.
- 106.5. 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.
- 106.6. Leave under the provisions of clause 106.1 is in addition to leave under provisions of clause 106.4.

107. STUDY LEAVE

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

108. DEFENCE FORCE LEAVE

- 108.1. Leave of absence with pay shall be granted for twenty days in any year to any employee who is a voluntary member of the Reserve Forces for the purpose of attending training camps, and any additional days a year for the same purpose on the certification of the Commanding Officer of the particular service unit concerned that such additional days are required.
- 108.2. Leave of absence with pay shall be granted for any period of service.
- 108.3. Where additional days are required for the purpose of service or travelling, requests for additional paid time off work shall be granted.

109. ANZAC DAY LEAVE

- 109.1. 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.
- 109.2. An additional day of leave shall be provided to any employee who has been awarded a gallantry decoration.
- 109.3. 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.

110. JURY SERVICE

- 110.1. An employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer 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.

- 110.2. 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.

111. BLOOD DONATION LEAVE

- 111.1. An employee who is not working an on shift roster (i.e. special administrative 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.

112. PAYMENT FOR ATTENDING INTERVIEWS/APPEALS

- 112.1. 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:
- 112.1.1. 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;
 - 112.1.2. be provided with a MFB vehicle or if authorised by either their manager and/or convenor of the interview (or other selection component) /appeal to use their own vehicle prior to the interview/appeal date be paid the vehicle allowance prescribed in SCHEDULE 4 - for all kilometres travelled. Employees travelling to and from the same work location are to travel in the same vehicle wherever possible. Convenors of the interview (or other selection component) /appeal will take all reasonable steps to ensure that attendance times are co-ordinated in order for this to occur; and

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

112.2. An employee shall not be required to attend any interview (or other selection component) for any MFB 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.

113. COMMUNITY SERVICE LEAVE

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

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

- a) Eligible community service activity including Hospital and Council Community Engagement Activities.

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

114. LEAVE WITHOUT PAY

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

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

114.3. Notwithstanding the above, leave without pay will be approved by the employer on application by an employee who is affected by a

social and community issue such as mental illness, a drug alcohol or gambling addiction or a serious/chronic illness or injury. Leave under this sub-clause will only be approved on the basis that the employee can demonstrate attendance at a treatment process for their social and community issue. The MFB will ensure that this is treated confidentially and will be given to an approved person within MFB as agreed between the MFB and UFU.

115. PARENTAL LEAVE

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

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

115.3. Definitions

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

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

115.3.3. In relation to clause 115.12 spouse includes a de facto spouse but does not include a former spouse.

115.4. **Basic entitlement**

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

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

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

- a) For the birth of a child three weeks prior to the expected date of birth and six weeks after the actual date of birth.
- b) In the case of an adoption three weeks prior to the expected date of obtaining custody and six weeks after the actual date of obtaining custody.

115.4.4. Such days/shifts need not be taken consecutively.

115.5. **Variation of period of parental leave**

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

115.6. **Parental leave and other entitlements**

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

115.7. Transfer to a safe job

115.7.1. Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy, or hazards connected with the work assigned to the employee, make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

115.7.2.

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

115.8. Returning to work after a period of parental leave

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

115.8.2. An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 115.7, the employee will be entitled to return to the position they held immediately before such transfer.

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

115.9. Replacement employees

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

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

115.10. Maternity leave

115.10.1. An employee will provide to the employer at least ten weeks in advance of the expected date of commencement of parental leave:

- a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of birth or when leave is required;
- b) written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken;
- c) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment;
- d) an employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

115.10.2. Subject to 115.4 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.

115.10.3. Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

115.10.4. **Special maternity leave**

a) Where the pregnancy of the employee terminates after 20 weeks and the employee has not commenced maternity leave, the employee shall be entitled to take paid special maternity leave of the equivalent amount that would have been entitled if such termination had not occurred.

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

115.10.5. Where leave is granted under 115.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee

provided that time does not exceed four weeks from the recommencement date desired by the employee.

115.11. Paternity leave

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

- a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of birth or when leave is required, or states the date on which the birth took place; and
- b) written notification of the dates on which he proposes to start and finish the period of leave; and
- c) a statutory declaration stating:

115.11.1.c.1. that with the exception of the paid period of paternity leave, he will take that period of paternity leave to become the primary care giver of a child;

115.11.1.c.2. particulars of any period of maternity leave sought or taken by his spouse; and

115.11.1.c.3. that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

115.11.2. The employee will not be in breach of 115.11.2 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

115.12. Adoption leave

- 115.12.1. An employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 115.12.2. Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
- a) the employee is seeking adoption leave to become the primary care giver of the child; and
 - b) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 115.12.3. An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- 115.12.4. Where the placement of the child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 115.12.5. An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 115.12.6. An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary

as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

- 115.13. The provisions of the above clauses relating to paid parental leave are additional to any State or Federal Government paid parental leave.

116. ATTENDANCE MANAGEMENT

- 116.1. 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 the MFESB and the UFU and will operate for the life of this Agreement.
- 116.2. Items to be considered by the Working Party will consist of the following:
- 116.2.1. Illness/Injury Identification
 - 116.2.2. Counselling Procedures
 - 116.2.3. Welfare
 - 116.2.4. Healthy Lifestyle Program
 - 116.2.5. Accrued Leave
 - 116.2.6. Educational Program
 - 116.2.7. Formalisation of shift-swap strategy

- 116.2.8. Consolidation of services and assistance that is available to employees to ensure accessibility in a timely manner.
- 116.3. 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.
- 116.4. 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.
- 116.5. The parties envisage that the classification of Commander in conjunction with Senior Station Officers and Station Officers will assist in programs to reduce absenteeism.
- 116.6. To the extent that these measures are successful, after 12 months additional resources to District leave banks will be allocated.
- 116.7. 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.

**PART B - CONDITIONS APPLYING TO RECRUIT
FIREFIGHTER THROUGH TO ACFO's**

117. APPLICATION OF PART B

117.1. This part applies to all employees with any exceptions as provided for in parts C and D of the agreement.

118. CLASSIFICATIONS

118.1. An employee to whom this part applies shall be employed in one of the following ranks:

118.1.1. Recruit Firefighter

118.1.2. Firefighter Level 1

118.1.3. Firefighter Level 2

118.1.4. Firefighter Level 3

118.1.5. Qualified Firefighter

118.1.6. Senior Firefighter

118.1.7. Leading Firefighter

118.1.8. Senior Leading Firefighter

118.1.9. Station Officer

118.1.10. Senior Station Officer

118.1.11. Commander

118.1.12. Assistant Chief Fire Officer

118.2. It is the intention of the parties that there will be no entry to the operational stream of firefighting other than through the recruit course. Accordingly, the MFB 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:

- 118.2.1. is (and immediately prior to the appointment, promotion, progression or transfer was) an operational employee:
- a) who holds a MFB rank referred to in clause 117.1 and has completed the service referred to in clause 11, and
 - b) holds the prerequisites for the rank set out in clause 11 to which they are to be promoted, appointed, progressed or transferred, and
 - c) has completed any other necessary assessment and possesses any other necessary prerequisites for appointment, promotion, progression or transfer.

118.3. The only exception to the above shall be where an employee is seconded or laterally entered from the MFESB pursuant to clause 41 or where this agreement explicitly provides otherwise.

118.4. 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.

119. MLO

119.1. An employee who undertakes the role of a Multicultural Liaison Officer (MLO) must be a LFF or above.

119.2. There will be 1 MLO per District.

119.3. The parties will develop a position description for MLO's.

120. HOURS OF WORK

120.1. 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.

120.2. The rostered hours of each employee shall not exceed:

- 120.2.1. 14 on any one day;
- 120.2.2. 48 in any 7 consecutive days;
- 120.2.3. 96 in 14 consecutive days;
- 120.2.4. 192 in 28 consecutive days;
- 120.2.5. 336 in 56 consecutive days.

120.3. Shower and changing times

When an employee is involved on a duty which requires a shower and change, fifteen minutes shall be allowed for this purpose.

Duty which requires a shower and change includes but is not limited to false alarms.

121. ROSTER OF HOURS

121.1. MFB shall employ each employee on one of the following rosters:

- 121.1.1. The 10/14 Roster System (referred to below);
- 121.1.2. Special Administrative Duties Roster (referred to below);
or
- 121.1.3. Any other configuration as agreed between the UFU and MFESB.
- 121.1.4. Part time employees shall be rostered in accordance with clause 43.

122. 10/14 ROSTER SYSTEM

The roster of hours for an employee on the 10/14 roster system shall be as follows:

122.1. Shifts

D-8.00 a.m. to 6.00 p.m.

N-6.00 p.m. to 8.00 a.m.

122.2. 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	DDN	N DD	NN D	DNN
Hours	3 4	3 4	3 8	3 8
B Platoon	DDNN	DDNN	DDN	N DD
Hours	4 8	4 8	3 4	3 4
C Platoon	DDNN	DDNN	DDNN	DDNN
Hours	4 8	4 8	4 8	4 8
D Platoon	NN D	DNN	DDNN	DDNN
Hours	3 8	3 8	4 8	4 8
A Platoon	DDNN	DDNN	DDNN	DDNN
Hours	4 8	4 8	4 8	4 8
B Platoon	NN D	DNN	DDNN	DDNN
Hours	3 8	3 8	4 8	4 8
C Platoon	DDN	N DD	NN D	DNN
Hours	3 4	3 4	3 8	3 8
D Platoon	DDNN	DDNN	DDN	N DD
Hours	4 8	4 8	3 4	3 4

122.3. An employee shall be entitled to at least 48 hours notice of a change of rostered shift.

123. 10/14 Shifts

The following general conditions shall apply:

- 123.1. The roster may be varied for employees on special duties and to provide that during the first year of service an employee may be rostered on a different configuration as agreed between the MFB and UFU.
- 123.2. The roster when once compiled shall not be departed from, except in accordance with the provisions of this agreement and by personal agreement between the employer and the employees concerned.
- 123.3. 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.
- 123.4. 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.
- 123.5. 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.
- 123.6. Subject to the provision of this clause, employees shall be dismissed punctually from their rostered shift.

124. SPECIAL ADMINISTRATIVE DUTIES ROSTER

- 124.1. An employee rostered to Special Administrative Duties shall:
 - 124.1.1. 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;
 - 124.1.2. Receive the same total weekly wage as employees on the 10/14 roster as well as the Special Administrative Duties allowance set out in clause 85.16; and
 - 124.1.3. Shall otherwise be entitled to all the terms and conditions of this agreement.
- 124.2. Where an employee is required to undertake duties that are outside of the standard hours for the work location the following shall apply:
 - 124.2.1. Where such activity involves normal activities a minimum break between periods of duty of ten hours shall apply.
 - 124.2.2. Where such activity involves a major fire or major incident a minimum break between periods of duty of twelve hours shall apply.

125. ROSTERING PENALTIES

Rostering penalties will apply to all work locations, not just fire stations.

126. ROSTERING ARRANGEMENTS AND PROCEDURES

Review

- 126.1.1. 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.

126.1.2. The review of rostering will also focus on:

- a) ensuring equity in the recall system
- b) making the recall system District based
- c) allocating an even number of employees to each District

126.1.3. The parties also agree that as part of reviewing rostering, the review of rostering requirements will have regard to compliance with the MFB 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).

126.2. Rostering

126.2.1. 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.

126.2.2. Employees will not be rostered in such a way that adversely impacts on their residential or travel arrangements.

126.2.3. A Rostering Committee that has equal employer and UFU representation, will monitor and review all Rostering issues.

126.2.4. Any employees that transfer across districts to cover a day worker will fill that position on a temporary basis.

126.2.5. 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.

126.3. Allocation of employees

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.

126.4. Vacant Positions

- 126.4.1. Employees shall be entitled to be on a waiting list for a home district vacancy (district vacancy list).
- 126.4.2. 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.
- 126.4.3. Vacant Positions will be filled from the district vacancy list.
- 126.4.4. Any employee up to the rank of SSO can apply to be placed on the district vacancy list by email to the MFB (to the Staff Deployment Officer or their replacement).
- 126.4.5. Any classification above 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.
- 126.4.6. At the time of lodgement of this agreement to Fair Work Australia the parties agree to review the current district vacancy list to give effect to this clause.

126.4.7. 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.

126.4.8. Newly promoted Station Officers & 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.

126.4.9. Where the district vacancy list does not provide a candidate the following will occur:

1. Requests from employees to transfer across platoons within the employees current allocated district will be requested.
2. The vacant internal position will be advertised by email, authorised by the Staff Deployment Officer

126.4.10. Where there are no applicants or candidates for any vacant position the MFB (via the Staff Deployment Officer) will consider the criteria of rank, qualifications and place of residence (time, travel and distance) of potential employees.

126.5. Transfers of employees within districts

126.5.1. In relation to transfers of employees within districts the MFB 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.

126.5.2. 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.

126.5.3. Where this subclause is not followed in part or whole, rostering penalties shall apply.

126.5.4. 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.

126.5.5. An employee will not be contacted or notified of a rostered transfer whilst on recreational leave.

126.5.6. 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

126.5.7. 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.

126.6. Transfers to another District

If any employee is transferred into another 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.

126.7. 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 SSO per platoon per outer district, per year
- 2 SO's per platoon per outer district, per year
- 3 LFF's per platoon per outer district, per year
- 5 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, the MFB 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 Shop Steward, delegate, 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 16 to discuss rotation principles within the first 12 months of this agreement.

126.8. 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.

126.9. Promotions

- * All newly promoted Station Officers and Senior Station Officers including day workers will be initially allocated to Central District.
- * Newly promoted Station Officer & 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 Station Officer & 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 Leading Firefighter.

126.10. Short term platoon changes

The MFB 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 the MFB, then employees who are transferred shall be paid rostering penalties.

In circumstances where transfers across platoons are necessary the MFB 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, the MFB 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.

126.11. Long Term/Permanent Platoon Changes

Periodically it may be necessary to balance the staffing allocation to maintain the efficient operational capacity of the MFB in each platoon in each district, mainly due to retirements, resignations and promotions. The MFB 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.

126.11.1. Changing Districts

The MFB 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).

126.11.2. Within Districts

The MFB 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 the MFB from other platoons
2. Advertising positions when vacancies cannot be filled from the requests registered with the MFB from other platoons
3. Firefighter Level 1 placements
4. Promotions

5. Rank, qualifications and place of residence (travel, time and distance).

126.12. Transfer Grievance Committee

This committee 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.

The transfer grievance committee will consist of two employer and two employee representatives (UFU) with a MFB delegate in a bipartisan consultative capacity.

Any transfer grievance must be notified to the Commander, Emergency Response via email detailing all reasons for the transfer grievance within two days of acknowledgment of receipt.

The Commander, Emergency Response will forward this information to all members of the Transfer Grievance Committee with possible hearing dates.

The committee shall endeavour to meet seven days prior to the change of roster.

The outcome of the committee shall not prejudice in any way the transferee's ability to appeal to other areas.

Any transfer grievance over a mutual transfer not being allowed will be dealt with by the Transfer Grievance Committee.

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.

127. BREAKS

127.1. Employees are entitled to a paid meal break of one hour during each shift. During this time the employee is to remain on duty.

127.2. Subject to operational requirements meal breaks will be taken at regular times and will be commenced within five hours of commencing duty.

127.3. Employees performing fire duty continuously for a period of three hours or more are entitled to a paid 30 minute refreshment break.

127.4. 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.

128. OVERTIME

128.1. 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.

128.2. 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.

128.3. 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.

128.4. 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 \$1.31 per kilometre or part thereof, shall be made in respect of the distance travelled from home to work and return.

128.5. 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.

128.6. 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.

128.7. All recall or retention provisions apply regardless of whether or not any notice is provided for the overtime.

129. REST AND RECLINE

- 129.1. 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.
- 129.2. In accordance with past practices of recent years within the MFB, operational work will be:
 - 129.2.1. Limited and preplanned training that can only be conducted during the hours of 11.00 pm and 7.00 am.
 - 129.2.2. 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.
- 129.3. The MFESB will consult, in accordance with the consultative provisions of this agreement, prior to implementation , on pre-planned activities on a case by case basis.
- 129.4. 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.

130. EMERGENCY RESPONSE OR TRAINING OUTSIDE METROPOLITAN FIRE DISTRICT

- 130.1. The provisions of this clause shall apply only in circumstances of responding to emergencies outside the MFD and shall not apply in circumstances where responding in "buffer zones" pursuant to the MFESB/CFA Mutual Aid Areas Agreement
- 130.2. All crews formed or used under this clause must have a minimum crew of 4 and the Officer in Charge must hold the rank of Station Officer or above, with the exception to specialist Operations crewing levels which will be determined by agreement between the MFB and UFU.
- 130.3. Where pre-arranged recall occurs (where a person is recalled to be sent on an emergency response outside the MFD) then the person will be paid at recall rates for all time worked.

- 130.4. Employees whose response under this clause coincides with their rostered shift will be provided recall or retention provisions for all time worked prior or following (respectively) their rostered shift, or other entitlements as agreed between the MFB and UFU.
- 130.5. Where a person under this clause as part of a strike team, task force or special ops (excluding step up arrangements) is stood down external to the MFD (to be utilised in a following shift), they will be provided with 12 hours accrued leave for each period of stand down.
- 130.6. Shifts external to the MFD shall be 12 hours in length and where extreme circumstances exist shall not exceed 18 hours. An employee who is responded to an emergency outside the MFD 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.
- 130.7. 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.
- 130.8. 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.
- 130.9. For the purposes of this clause, "work" means and includes all time spent by an employee from when they leave the MFD or other specific muster point to attend an emergency response (including briefings) to when they arrive back at the MFD or muster point, excluding all time when they are stood down.
- 130.10. In relation to deployment of personnel to incidents/fires interstate and overseas the parties will meet to discuss the applicable terms and conditions prior to such deployment. Deployment will only occur if agreed between the parties, and the terms and conditions are agreed between the parties before deployment. Such conditions will be no less than those provided for in clauses 130.1 to 130.9 and as otherwise provided for in this agreement.

- 130.11. In the first instance for unplanned responses under this clause, initial crews from available rostered staff can be deployed immediately.
- 130.12. The initial response will be backfilled immediately by recalling an equivalent number of employees and crewing additional appliances and/or assigning employees as additional crew on 'in commission' appliances.
 - 130.12.1. For deployments under this clause after the initial response, deployment replenishment shall be provided by recalling additional personnel to crew appliances additional to those utilised to maintain minimum crewing within the MFD.

131. HAZMAT DEPARTMENT

- 131.1. For the protection of employees and to ensure employees are properly resourced, the employer will provide an agreed minimum number of specialist HAZMAT staff, headed by Operational Staff.
- 131.2. The MFB shall provide regular agreed training to ensure operators are able to undertake their role using safe systems of work and that such employees are not overworked.
- 131.3. The MFB will promote interoperability in the context of HAZMAT with the CFA.
- 131.4. The agreed HAZMAT department parameters are as follows:
 - 131.4.1. The department is to be staffed to ensure that increased training occurs to ensure sufficient operators are available
 - 131.4.2. The HAZMAT appliances shall be crewed by designated employees at all times
- 131.5. The MFB shall ensure the upgrading of equipment via consultation
- 131.6. The HAZMAT department will also include scientific officers covered by the Corporate and Technical Staff agreement. During the life of this agreement, via the consultation process the parties will consider the development of operational staff into specialised Operational Scientific Officer positions.

132. EMERGENCY MEDICAL RESPONSE (EMR)

- 132.1. The parties recognise that Emergency Medical Response (EMR) is a core function of the Metropolitan Fire and Emergency Services Board and is limited to Priority O cases as defined in sub clause 132.4 and to a maximum of 6000 calls annually.
- 132.2. The parties recognise that in accordance with the MFESB's duty of care, from time to time firefighters may need additional medical, psychological, peer or other assistance to cope with this demanding role. Such support and assistance shall be provided by the MFESB 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.
- 132.3. Every employee covered by this agreement will be paid an amount of \$2.30 per hour worked when available to be rostered for EMR duties. The allowance will also be paid for any and all periods where an employee is on leave or absent from the workplace. At an employee's election, this allowance shall be reduced to \$0.95 per hour and will become an all-purpose allowance and will form part of the employee's base wages/salary for the purpose of calculating superannuation contributions. The amount shall be incorporated in the amounts set out at clause 133 (added to the amounts).
- 132.4. Definition of Priority "O" cases.

Priority O cases are those event types, which constitute the highest probability of cardiopulmonary arrest. Only a limited subset of Priority "0" 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

- 132.5. The provisions of this clause define the circumstances in which Firefighters can be directed to perform EMR. Employees covered by this agreement cannot be directed to perform EMR in any situation other than in response to a defined type of priority O case.
- 132.6. Should EMR duties expand beyond 6000 calls annually or from responding to Priority O calls as defined in 132.4 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.
- 132.7. Any review pursuant to 132.6 will be undertaken prior to the reaching of 6000 calls annually and prior to any proposed change to Priority O calls as defined.
- 132.8. The parties agree to review the MFB EMR capabilities and range of services it currently provides. The outcomes of any such review shall only be implemented by agreement between the parties.

B1 - WAGES, ALLOWANCES AND OTHER REMUNERATION

133. WAGES

133.1. Each employee shall be employed in one of the following classifications and be entitled to the following rates (enterprise rates) at the relevant dates:

WAGES PER WEEK

Classifications and Increments	Relativity	Current Weekly Wage	1 November 2015	1 May 2016	1 November 2016	1 May 2017	1 May 2018	1 May 2019
			5%	5%	1.5%	1.5%	3%	3%
Recruit	88%	879.62	923.60	969.78	984.33	999.09	1,029.07	1,059.94
Firefighter Level 1	88%	1,226.40	1,287.72	1,352.11	1,372.39	1,392.97	1,434.76	1,477.81
Firefighter Level 2	90%	1,249.10	1,311.56	1,377.13	1,397.79	1,418.76	1,461.32	1,505.16
Firefighter Level 3	92%	1,274.58	1,338.31	1,405.22	1,426.30	1,447.70	1,491.13	1,535.86
Qualified Firefighter	100%	1,373.51	1,442.19	1,514.29	1,537.01	1,560.06	1,606.87	1,655.07
Senior Firefighter	110%	1,497.63	1,572.51	1,651.14	1,675.90	1,701.04	1,752.07	1,804.64
Leading Firefighter	115%	1,579.47	1,658.44	1,741.37	1,767.49	1,794.00	1,847.82	1,903.25
Senior Leading Firefighter	122%	1,675.68	1,759.47	1,847.44	1,875.15	1,903.28	1,960.38	2,019.19
Station Officer	130%	1,785.73	1,875.02	1,968.77	1,998.30	2,028.27	2,089.12	2,151.80
Senior Station Officer	140%	1,922.94	2,019.09	2,120.04	2,151.84	2,184.12	2,249.64	2,317.13
FSCC	140%	1,922.94	2,019.09	2,120.04	2,151.84	2,184.12	2,249.64	2,317.13
Senior FSCC	174%	2,389.91	2,509.40	2,634.87	2,674.40	2,714.51	2,795.95	2,879.83
Commander on commencement	151.60%	2,082.17	2,186.28	2,295.59	2,330.03	2,364.98	2,435.93	2,509.00
Commander after 12 months	160.40%	2,203.10	2,313.26	2,428.92	2,465.35	2,502.33	2,577.40	2,654.72
Commander after 24 months	169.19%	2,323.77	2,439.96	2,561.96	2,600.39	2,639.39	2,718.57	2,800.13
ACFO on								

appointment		3,168.88	3,327.33	3,493.69	3,546.10	3,599.29	3,707.27	3,818.49
ACFO no later than 12 months after appointment		3,344.99	3,512.24	3,687.85	3,743.17	3,799.32	3,913.29	4,030.69
ACFO no later than 24 months after appointment		3,520.98	3,697.03	3,881.88	3,940.11	3,999.21	4,119.19	4,242.76

133.2. Overtime

In all cases when calculating overtime the rate to be used will be 90.93% of the enterprise rate.

134. HIGHER DUTIES

- 134.1. To ensure the chain of command, where there is an employee absent, the MFB will fill the absence with an employee at the equivalent classification or where this Agreement allows, the MFB will act up an employee.
- 134.2. A Leading Firefighter may act in place of a Station Officer.
- 134.3. A Leading Firefighter may act as a Station Officer shall be paid at the rate of a Station Officer.
- 134.4. A Station Officer or above may act in place of an employee of the next higher rank.
- 134.5. A Station Officer or above, may act at the next higher rank, shall be paid at the rate of an employee of the next higher rank.
- 134.6. Employees in charge of an appliance and who must have command and control qualifications will be paid at least the Leading Firefighter Rate.

- 134.7. Any payment for higher duties shall be paid at the rate of the employee that they are acting up for, for the entire period of higher duties.
- 134.8. 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.
- 134.9. 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.
- 134.10. Where an employee is acting into a Commander role, they shall receive use of a vehicle as though the employee held the substantive position.
- 134.11. 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..
- 134.12. A Commander may act in place of an ACFO for a period of time. An employee who acts as an ACFO for any period shall be paid at the rate of the employee that they are acting up for, for the entire period of higher duties.
- 134.13. An ACFO may act in place of a DCFO for a period of time. An employee who acts as a DCFO will be paid at the rate of a DCFO for the entire period of higher duties.
- 134.14. 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.
- 134.15. 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.

134.16. To avoid doubt, performing higher duties at any rank is entirely at the election of the employee concerned.

135. ALLOWANCES

Where an allowance is a qualification allowance, the employee must maintain their skills to continue to receive the allowance. In the event that the employer does not provide the employee with the opportunity to maintain their skills, the employee will continue to receive the allowance despite not maintaining their skills.

135.1. Commander Reliever Allowance

The parties agree to review conditions of designated 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.

Commander Reliever duties include a dual role, providing relief for 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 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 Commander Reliever position in a fair, equitable and reasonable manner.

In the event that an employee is unable to take planned leave because the MFB is unable to provide relief in accordance with this clause, then the lack of relief and relief arrangements will be the subject of immediate discussion by the Consultative Committee. An employee inconvenienced by the MFB's inability to provide relief may utilise the dispute resolution procedure of this agreement.

135.2. Fire Investigation

Employees qualified to undertake Fire Investigation and Analysis duties shall be paid an all-purpose Fire Investigation allowance in accordance with Schedule 4 Allowances. This is in addition to normal entitlements.

135.3. Heavy Rescue Allowance

Employees detailed on to a designated heavy rescue appliance or salvage van will be paid an allowance in accordance with SCHEDULE 4 - Allowances.

135.4. Hydrostatic Testing of Breathing Apparatus Allowance

Any employee involved in the Hydrostatic Testing of Breathing Apparatus and related equipment shall be paid an allowance in accordance with SCHEDULE 4 - Allowances per shift for the entire shift during which any such BA duties are performed.

135.5. USAR Operator Allowance and Trench Rescue Allowance

All employees qualified as Urban Search and Rescue (USAR) operators shall be paid an allowance in accordance with Schedule 4 Allowances.

All employees qualified as Trench Rescue operators shall be paid an allowance in accordance with Schedule 4 Allowances.

Where employees are qualified USAR Operators and Trench Rescue Operators, they shall only be paid one of the above allowances per week at any time.

135.6. Hazardous Material Technician Allowance

Employees who undertake and successfully complete training as a Hazardous Material Technician shall be paid an allowance of \$2.70 /hour when deployed to HAZMAT incidents.

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 MFB employees.

135.7. 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 - Allowances.

135.8. High Angle Rescue Technicians

Employees who undertake and successfully complete training as a High Angle Rescue Technician shall be paid an allowance in accordance with SCHEDULE 4 - Allowances.

135.9. UAV Operator

Employees who undertake and successfully complete training as a UAV Operator shall be paid an allowance \$2.70 /hour when undertaking UAV operations including skills maintenance and drills.

135.10. 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 shall receive a watchroom duties allowance in accordance with SCHEDULE 4 - Allowances.

135.11. Driving Instructor Allowance

135.11.1. LFF's and above who make themselves available to provide driving training and assessment support, will be provided the opportunity to obtain a certificate IV in workplace training and assessment or certificate IV in heavy vehicle driving instruction and shall receive an allowance in accordance with SCHEDULE 4 - of \$16.69 per week when performing driving training and assessment support.

135.12. JFAIP Allowance

135.12.1. Employees who are available to perform Juvenile Fire Awareness program or related activities shall receive an allowance in accordance with SCHEDULE 4 -.

135.13. EMR First Responder (To be read in conjunction with Clause 132)

First responder – emergency medical services (ems)

135.13.1. Employees who both elect to make themselves available to undertake First Responder – EMS Training and also to perform First Responder – EMS duties (on completion of such training) whenever required, will be paid an allowance in accordance with SCHEDULE 4 - Allowances for each and all hours worked.

- 135.13.2. Employees who provide the employer with their undertaking in writing after 1 January 1997, will be paid from the date of the written advice.
- 135.13.3. Employees who complete First Responder – EMS training and who are subsequently required by the employer to participate in a trial of First Responder – EMS will be paid for the duration of the trial, an allowance in accordance with SCHEDULE 4 - Allowances for each and all hours worked in addition to the allowance specified in 135.13.1.
- 135.13.4. If the employer determines to implement First Responder – EMS after the completion of the trial, all employees who have made the election referred to in 135.13.1 shall continue to receive the allowance specified in 135.13.1 and shall be entitled to be paid such further payment for the performance of First Responder – EMS duties as may be determined and the parties shall have liberty to apply, in relation to such performance and/or payment.
- 135.13.5. The allowances specified in 135.13.1 and 135.13.3:
- a) are not all purpose payments and will not apply for the purpose of shift loadings, superannuation or sick, annual, or long, service leave.
 - b) will be paid in lieu of any existing first aid allowance.
 - c) are not payable to any employee who having made a personal commitment subsequently withdraws from it or fails to successfully complete First Responder – EMR Training.
- 135.13.6. In the event that the employer decides to abandon or discontinue First Responder – EMS, employees who have not yet made the election referred to in 135.13.1 will cease to have the right to do so from the date they receive written notice from the employer of any such decision.

135.13.7. Notwithstanding any decision that may be taken by the employer, to abandon or discontinue First Responder – EMS, the allowance specified in 135.13.1, shall be paid.

136. FURTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR INSTRUCTORS

136.1. Appointment

136.1.1. The MFB will not appoint a person to a position of instructor, and no person may hold a position of instructor, unless that person is an operational employee who holds a MFB firefighting stream rank referred to in clause 12.3.10.

136.2. Classification and Location of Instructors

The parties agree that any positions over and above the current Chart in SCHEDULE 2 -will not be at the expense of career Firefighter and Station Officer numbers. When Firefighter or Station Officer numbers increase as contemplated above they will not be at the expense of day work instructors ..

All training and assessment including but not limited to that listed in schedule SCHEDULE 3 - shall be undertaken by professional MFB instructors only, unless by agreement with the UFU.

136.3. Certificate IV Training

136.4. The employer will ensure all career instructors are provided with necessary opportunities to obtain the current industry level certificate IV training and assessment within 6 months of making this agreement. Where this is not possible due to an employee's circumstances, the employee can attain the qualification at a later date suitable to them.

136.5. Further study

Instructors can apply to undertake further studies in the Diploma of Training and Assessment or equivalent with all associated costs and leave to undertake the course being met by the employer. No request will be unreasonably withheld.

136.6. **Qualification allowance**

In recognition of the acquisition of Diploma of Training and Assessment or equivalent, Instructors will receive a Qualification Allowance in accordance with SCHEDULE 4 -.

136.7. **PROVISION OF COURSES**

136.7.1. 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	ACFO	Commander	SSO	SO	LFF	Seni FSC
Recruits	-	1	1	12	1	-
LFF	-	-	-	2	2	-
SO	-	1	1	1	1	-
SSO	-	1	1	1	-	-
FSCC	-	-	-	-	-	2
Commander	-	1	1	-	-	-

136.7.2. For an instructor work on a course, the instructor shall have all of the vocational competencies being delivered.

136.7.3. Numbers of substantive ranks for courses which are not listed in clause 136.7.1 shall be agreed between the parties.

136.8. **LOCATION OF WORK**

136.8.1. Instructors may conduct some of their administrative duties from their home location, if deemed appropriate and approved by their line manager.

136.9. **Wages**

136.9.1. Firefighters and Station Officers working as an Instructor shall be paid at the rate specified in the table in clause 136.9.3.

136.9.2. No Instructor shall be paid less than the rate of a Station Officer.

136.9.3. Appointees

a) Instructors will translate to the following pay rates based on their substantive classification:

Substantive Classification	Pay Rate as Instructor	Instructor Title
Leading Firefighter	Station Officer	Leading Firefighter
Station Officer	Senior Station Officer	Station Officer
Senior Station Officer	Senior Station Officer plus 10 relativity points of QFF	Senior Station Officer
Commander	Commander	Commander
ACFO	ACFO	ACFO

PART C - ADDITIONAL CONDITIONS APPLYING TO COMMANDER TO ACFO CLASSIFICATIONS

137. APPLICATION OF PART C

137.1. This part applies to all employees of the MFB engaged in or performing work that is or may be performed by an employee engaged in a classification or occupation referred to below:

137.1.1. Commander

137.1.2. ACFO

138. ACFO HOURS OF WORK

138.1. Employees shall be rostered in accordance with this clause.

138.2. 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.

- 138.3. Employees shall have their normal hours of work arranged in the following manner:
- 138.4. The MFB will not employ an employee on a part-time or casual basis, and no employee may hold a position on such a basis, unless in each case there is agreement between all parties on a case by case basis (agreement is required for each employee).
- 138.4.1. Where part-time employment is agreed, part-time operational dayworkers will:
- a) work and be rostered on hours negotiated and agreed in writing between the MFB the employee and the UFU that, on average are less than 38 hours per week. These hours may be worked over a 5 day cycle and may include evening or weekend work;
 - b) Receive special administrative duties allowance not at a pro rata rate; and
 - c) be paid for any additional hours worked at overtime rates, or
 - d) work in accordance with clause 43 , and where any reference to 42 hours in clause 43 shall be read as 38 hours.
- 138.4.2. Full-time employees shall work in accordance with clauses 138.5 to 138.10.
- 138.5. The MFB wishes to continue the present arrangement which is that the ACFO and their direct supervisor agree on a balanced approach to hours of work.
- 138.6. It is recognised that ACFO's are expected to work as directed and as needed within an average of a 38 hour week.
- 138.7. In this context, ACFO's are expected to manage their own diaries so that there is a balance between working time and time off.
- 138.8. The MFB respects the right of ACFO's to balance their working time through compensatory time off on an individual basis for which approval will not be withheld.
- 138.9. 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.

- 138.10. The line manager shall ensure that hours of work are managed consistent with the employer's obligations under the Fair Work Act 2009 or its successor.

139. SPECIAL ROSTERS AND REST PERIODS

- 139.1. To avoid doubt, these provisions apply as well as roster and hours of work provisions in part A of this agreement.
- 139.2. A special roster is a roster to be recalled or standby on call as opposed to standard rosters under clause 121. The special rosters include the following types agreed to between the employer and the UFU:
- 139.2.1. Priority Recall Roster
 - 139.2.2. Rostered Duty Officer/State Duty Officer Roster
 - 139.2.3. Commander Fire Call Roster
 - 139.2.4. ECC Roster
 - 139.2.5. IECC Roster
 - 139.2.6. Regional Control Roster
- 139.3. No other special rosters or special rostered position shall exist or be implemented, unless agreed to between the UFU and the MFB.
- 139.4. Special roster hours shall be agreed between the MFB and UFU.
- 139.5. Employees who are rostered to a special roster shall remain 100 kilometres from the district to which they are rostered whilst on the special roster. Where the employees residence is further than 100 kilometres from the district, the employer shall provide reasonable accommodation for the employee within 100 kilometres.
- 139.6. For the purpose of this clause, time spent on emergency deployment outside the MFD shall also be recognised as time spent on a special roster.

- 139.7. All time spent recalled under a special duty roster shall be paid at recall rates and conditions in accordance with the overtime provisions in clause 128.
- 139.8. Unless otherwise provided in this agreement, the employer will ensure employees do not work more than 14 hours consecutively. This includes employees being rostered on call via a special roster where the employee has been contacted during the roster.
- 139.9. Employees are entitled to 10 consecutive hours off duty between the completion of his or her ordinary work on one day and the commencement of ordinary work on the next day, excluding any travel time (including travel to and from a place of rest). The definition of ordinary work under this subclause includes employees being rostered on call via a special roster, where the employee has been contacted during the roster, and normal roster.
- 139.10. Where work involves ongoing major operational activity, the MFB will ensure that there are adequate breaks during periods of duty, including by ensuring that they have adequate relief available.
- 139.11. In any 35 day period, no employee shall be rostered on any special roster for more than 7 days.
- 139.12. In any 12 month period, no employee shall be rostered for more than 8 times on any special roster, including for deployments outside of the MFD.
- 139.12.1. Any rostering in addition to 8 times per year will only be by agreement between the employer, employee and the UFU. If an employee is rostered more than 8 times per year, the employer will pay the employee double time for all such time rostered and provide an equal amount of time as time off in lieu.
- 139.13. Where an employee who performs a rostered on call position at night is disturbed from their rest for any MFB related matter, the disturbance will be counted as one hour on duty. If the duty required is greater than 1 hour, the whole time on duty will be counted as on duty time. Where an activity requires an employee to be on duty for four hours or more in the one night, then the employee is entitled at

completion of duty to a ten hour break and the break will be counted as time worked.

- 139.14. No employee will work or be on a special roster more than 7 days consecutively. Any employee who works 7 consecutive days must take 2 consecutive days off. These days will be paid at double time rates.
- 139.15. No employee will work or be on a special roster more than 4 nights in any week (Monday to Sunday). Any employee who works more than 2 nights in any one week (Monday to Sunday) will be paid at triple time rates for a minimum of 4 hours for each additional night worked. For the purposes of this clause the spread of hours for night work is between the hours of 1800 and 0800.
- 139.16. No employee will work more than 12 hours on a Saturday or a Sunday.
- 139.17. A Rostered and/or State Duty Officer (RDO/SDO) shall not perform more than 14 hours on duty or on call in any 24 hour period. RDO/SDO relief will be provided for in the event that the Rostered and/or State Duty Officer performs 14 hours on duty in any 24 hour period until the Regional and/or State Duty Officer achieves a 10 hour break.
- 139.18. If the employee does not receive the rest periods as outlined in this clause, a penalty rate of double time will be paid for all time until such rest periods are taken, in addition to any other entitlement provided in this Agreement.
- 139.19. In the event of loss of motor vehicle license, this clause shall not apply.
- 139.20. Where an on shift Commander is undertaking training, a replacement Commander shall be recalled and all conditions for the recalled Commander shall be in accordance with this agreement.

140. ACFO TRANSFER PROCEDURES

- 140.1. The parties recognise ACFOs are appointed to the MFB and can be utilised and appointed to dedicated ACFO positions within the MFB (inclusive of secondment/'acting up' positions where applicable).

- 140.2. In the event of such transfers between positions, the MFB commits to consult with the UFU and the ACFOs concerned on the proposed transfer.
- 140.3. Any dispute about transfers or changes to an ACFOs work location shall be dealt with in accordance with the dispute resolution process of this agreement.

141. ACFO PERSONAL DEVELOPMENT

- 141.1. The MFB may, upon application by the ACFO, assist the 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 Chief Officer of the MFB.
- 141.2. This clause shall not be used punitively or for disciplinary purposes.
- 141.3. Professional development opportunities will be shared equitably amongst ACFOs.
- 141.4. The employer shall grant an employee leave with pay for preparation and attendance and travel necessary for any examination or presentation ceremony associated with an approved course of study.
- 141.5. Reimbursement of the costs of fees and books shall be met by the employer on successful completion of each module/subject.
- 141.6. At all times leave is subject to work requirements and determined on that basis.

142. ALLOWANCES / HIGHER DUTIES / REIMBURSEMENTS

- 142.1. Employees covered by this part are entitled to reimbursement of expenses as per any arrangements that apply to the Chief and Deputy Chief Officers, where such entitlement exceeds an entitlement otherwise conferred by the agreement.

142.2. EMR Allowance

All employees under this section will receive the allowance specified in clause 132 and 135.13.

142.3. Telephone Rental/Internet Access Reimbursement

Employees covered by this part will be reimbursed for the cost of telephone line rental and internet access to their residence. Costs associated with work related phone calls including local phone calls, std phone calls, facsimile transmissions and computer remote access connections will be reimbursed by the MFB. Where an employee has telephone rental/internet access as part of a bundle package or VOIP system the total amount will be paid,

143. ADDITIONAL ROLES

- 143.1. Commanders and ACFOs may perform the additional roles:
 - 143.1.1. Priority Recall Roster
 - 143.1.2. Rostered Duty Officer/State Duty Officer Roster
 - 143.1.3. Commander Fire Call Roster
 - 143.1.4. ECC Roster
 - 143.1.5. IECC Roster
 - 143.1.6. Regional Control Roster
 - 143.1.7. RIAT Coordinator
- 143.2. 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. The MFB will not ask or require any employee to undertake any such role other than roles agreed with the UFU.
- 143.3. Such positions will be advertised and filled via a fair and equitable selection process.
- 143.4. Any change to such positions shall be subject to consultation including agreement.
- 143.5. Pre-formed teams

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 MFB Consultation Committee. Teams must have appropriate skills and competencies.

144. 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.

145. VEHICLES

145.1. In recognition of the operational responsibilities of employees covered by this part, the MFB 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.

145.2. The parties have agreed that the following constitutes appropriately equipped:

145.2.1. Safety standard in line with as a minimum the silver rated Victoria Police vehicle design or bronze rated Victoria Police vehicle design for 4WDs

145.2.2. Australian made where available

145.2.3. Diesel fuelled

145.2.4. MFB radio

145.2.5. Bull bar

145.2.6. Off road 4WD capacity - unless the employee states that 4WD is not required

145.2.7. Tinted windows

145.2.8. First aid kits

145.2.9. Fire extinguishers

145.2.10. Fog lights unless employee elects otherwise

145.3. 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.

146. COMMANDER RELIEVER POSITIONS

146.1.1. The Reliever positions will have a dual role, providing relief for both ACFO and Commanders and capability for planned absences and leave as well as performing general operational management responsibilities and activities during non-relieving periods. These positions will not be relieved during any planned absences or leave.

146.1.2. The MFB shall ensure that there are adequate numbers of Commander Relievers in each district and HQ to ensure that substantive Commanders in districts are relieved for the entire period of their leave .

146.1.3. Prior to the introduction of any additional Commander Reliever positions, the Consultative Committee must consult under clause 16 in relation to the following matters, and reach agreement about them:

- a) The location(s) to which any Commander Relievers will be appointed;
- b) The geographic areas in which Commander Relievers may perform relieving duties;
- c) The ratio of Commander Relievers to Commanders/ACFOs required;
- d) Workload and intensity;
- e) Administrative arrangements which may be required in recognition of the unique role of Commander Relievers; and
- f) Any other matters required to be addressed in order to introduce the Commander Reliever position in a fair, equitable and reasonable manner.

146.1.4. In the event that an employee is unable to take planned leave because the MFB is unable to provide relief in accordance with this clause, then the lack of relief and relief arrangements will be the subject of immediate discussion by the Consultative Committee. An employee inconvenienced by the MFB's inability to provide relief may utilise the dispute resolution procedure of this agreement.

PART D - CONDITIONS APPLYING TO FSCC'S (INCLUDING SENIOR FSCC'S)

147. APPLICATION OF PART D

- 147.1. This part of the agreement applies to those employees who are engaged in or performing work of Communication Controller.
- 147.2. The provisions of Parts A, B and C also apply to employees covered by this Part.

148. DEFINITIONS

- 148.1. **"Both Fire Services"** means the Country Fire Authority and Metropolitan Fire And Emergency Services Board as defined and **"either Fire Service"** means either the Metropolitan Fire And Emergency Services Board or the Country Fire Authority as defined herein.
- 148.2. **"CFA"** means the Country Fire Authority constituted under the Country Fire Authority Act 1958.
- 148.3. **"Standard Operating Procedures"** means the procedures established by either Fire Service from time to time.

149. CLASSIFICATIONS

A "Communications Controller" is an employee engaged as such who is required to assist Communications Centre personnel to ensure that the Fire Services are provided with a high standard of communications to allow them to operate in the most efficient and effective manner, in accordance with the relevant CFA or MFESB Standard Operating Procedures.

150. WAGE RATES

- 150.1. Wage Rate Per Week

FSCC's and Senior FSCC's shall be paid at the rates as specified in clause 133.

151. FSCC COORDINATION ALLOWANCE

In recognition of the enhanced role of FSCC's, FSCC's will be paid a general purpose allowance in accordance with Schedule 4 Allowances.

152. ORDINARY HOURS OF WORK

- 152.1. FSCC's will work in accordance with clause 43 and where applicable clause 153.
- 152.2. The ordinary working hours for employees shall be 38 per week, over a cycle of eight weeks for which the roster of hours and leave operates. Employee's shall be rostered and worked an average of 42 hours per week, two of which hours shall be overtime work and paid for as such and the remaining two hours shall be taken as accrued leave, in accordance with the roster laid down for this purpose.

153. ROSTER OF HOURS

- 153.1. The roster of hours for an employee on the 12/12 roster system shall be as follows:

- 153.2. Shifts

D - 7.00 a.m. to 7.00 p.m.

N - 7.00 p.m. to 7.00 a.m.

- 153.3. 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	DDN	N	DD	NN D
Hours	34	34	38	38
B Platoon	DDNN	DDNN	DDN	N DD
Hours	48	48	34	34
C Platoon	DDNN	DDNN	DDNN	DDNN
Hours	48	48	48	48
D Platoon	NN D	DNN	DDNN	DDNN
Hours	38	38	48	48

A Platoon	DDNN		DDNN		DDNN		DDNN
Hours	48		48		48		48
B Platoon	NN	D	DNN		DDNN		DDNN
Hours	38		38		48		48
C Platoon		DDN	N	DD	NN	D	DNN
Hours	34		34		38		38
D Platoon	DDNN		DDNN		DDN	N	DD
Hours	48		48		34		34

153.4. 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) 336 in fifty-six consecutive days

153.5. 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 the employer and the employees concerned.

153.6. An employee shall be entitled to at least 2 weeks of notice of a change of rostered shift.

154. BREAKS

154.1. Meal Breaks

154.1.1. 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.

- 154.1.2. 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.

155. ROSTERING ARRANGEMENTS AND PROCEDURES

155.1. 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. Any employee who agrees to undertake day work duties shall receive the allowance for Special Administrative Duties as per clause 85.15.
- * 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 85.8.1 (to avoid doubt, there is no requirement for less than two weeks notice for the provisions referred to above to be paid).

155.2. What Constitutes a Move?

155.2.1. A move or a transfer is when an employee is transferred from his/her current shift to another shift.

- * If an employee is transferred to a position that they have applied for and been granted, this transfer does not count as a move.

- * If an employee is transferred to another shift because of a mutual change, this is not counted as a move.
- * If an employee returns to a different shift that he/she was rostered to prior to annual leave, this constitutes a move.
- * Temporary career development secondments which an employee volunteers to undertake that results in a change of shift shall not constitute a move.
- * Temporary secondments required by the employer resulting in a change of shift constitute a move.
- * Where penalties are paid due to late notification the move back to the normal shift is not counted as a move.

155.2.2. A move is also where an employee is moved between 2 work places or work sites.

155.3. Transfer Grievance Committee

155.3.1. A transfer grievance committee consisting of two employer and two employee representatives and the Staff Deployment/ Rostering Officer shall be instigated. 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.

155.3.2. 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.

155.3.3. The committee shall meet seven days prior to the change of shift to consider the grievance.

155.3.4. The decision of the committee shall not prejudice in any way the transferee's ability to appeal to other areas.

155.3.5. Any grievance over a mutual transfer not being allowed will be dealt with by the Transfer Grievance Committee.

155.3.6. 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.

156. REST AND RECLINE

- 156.1. Employees on night duty shall be permitted to recline and sleep on a recliner chair when there is no operational work to be done.
- 156.2. There will be 1 recliner chair provided for each on duty FSCC.
- 156.3. Provision will be made for the area that this is undertaken to be private, with the installation of blinds on all glassed areas.

157. RECREATION LEAVE

- 157.1. 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 the employer. Subject to the agreement of the employer, 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 the employer.
- 157.2. No employee shall work a double shift as a result of a mutual change of recreation leave.
- 157.3. 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.

158. CAREER PATHS AND OPPORTUNITIES

- 158.1. 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.
- 158.2. Any permanent vacancy will be offered to the person in the reliever position.
- 158.3. All on shift FSCC's shall undertake at least 1 roster of skills maintenance in a day work position on the special administrative duties roster within each year.

159. WORK LOCATION AND DUTIES FOR FIRE SERVICE COMMUNICATION CONTROLLERS

- 159.1. FSCC's are guaranteed job security.
- 159.2. As at the commencement of this agreement FSCC's work location is shift work at Tally Ho and Ballarat centres and special administrative duties at Eastern Hill MFB Headquarters.
- 159.3. If any interagency changes occur, MFESB will ensure that no FSCC will suffer a reduction in pay level or seniority.
- 159.4. In order to ensure effective communication and the safety of employees, the MFB will ensure that the minimum number of FSCCs employed at any time will be 12 to maintain operational capability.
- 159.5. Further the MFB gives a commitment that the FSCC's will be secure in their current location and their agreed job description, as at 20 February 2014. Such position description is incorporated as a term of this agreement. Employees shall not be required or sought to undertake any work outside of such position descriptions. Position descriptions will be respected subject to changes pertaining to inter agency work. In this event any changes would be subject to

negotiation with the UFU with respect by the MFB for the retention of bargaining rights should such circumstances arise.

159.6. The MFESB shall ensure that the FSCC will only perform work for the MFESB. The MFESB shall not direct an FSCCs to conduct duties / tasks for other agencies, without prior agreement at the MFB UFU Consultation Committee as to:

159.6.1. The nature of the work to be performed; and

159.6.2. The amount of an additional allowance to be paid to FSCCs in recognition of performing such work.

159.7. Nothing in this agreement shall be taken so as to allow any reduction in ranking /salary or entitlements due to changes in interagency work between MFESB and / or other Agencies.

160. HIGHER DUTIES

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:

160.1. an allowance of 10% of his/her total wage for the duration of the period of higher duties; or

160.2. 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.

Senior FSCC's, may perform higher duties into the position of Manager Operational Communications. FSCC's will not.

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 ECC manager.

161. AMENITIES

161.1. The employer shall provide at each location such amenities as agreed between the union and the employer to provide for the

preparation and consumption of meals, refreshments, recreation, rest and recline (recliner chair). When employees are required to work at any other ESTA location temporarily, parking will be provided or the cost reimbursed by the employer.

- 161.2. The employer will provide appropriate facilities to ensure privacy for all FSCCs at all locations, the minimum of such facilities being as already agreed with the UFU.

162. DELAYED OR INTERRUPTED MEAL ALLOWANCE

- 162.1. The parties agree that FSCCs shall be entitled to a meal allowance where there is a delayed or interrupted meal break

163. SPECIFIC FSCC UNIFORM

- 163.1. FSCC's will be provided all uniform provided to other operational staff, and to avoid doubt clause 76 in part A of this agreement also applies to FSCC's. In addition to agreed MFB uniform in accordance with clause 76, FSCC's will be issued with a sleeveless woolen or wool mix vest and two polo shirts for use when resting and reclining during night shift.

EXECUTED as an Enterprise Agreement

**SIGNED on behalf and with the authority
of the METROPOLITAN FIRE AND
EMERGENCY SERVICES BOARD by:**

Signature of the Authorised Person: _____
Name in Full: _____
Address: _____
Explanation of Authority: _____

In the presence of this Witness

Signature of Witness: _____
Name in Full: _____
Occupation: _____
Address: _____

On this date: _____

**SIGNED on behalf of and with the
authority of the UNITED FIREFIGHTERS
UNION OF
AUSTRALIA by:**

Signature of Authorised Person: _____
Name in Full: _____
Address: _____
Explanation of Authority: _____

In the presence of this Witness

Signature of Witness: _____
Name in Full: _____
Occupation: _____
Address: _____

On this date: _____

SCHEDULE 1 - OHS POLICY AND PROCEDURES

INTRODUCTORY STATEMENT

The parties to this agreement, Metropolitan Fire and Emergency Services Board and the United Firefighters Union recognise the importance of establishing a consultative and co-operative environment for Occupational Health and Safety based on the following agreed principles:

1. MFESB 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**. MFESB, 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, VWA and other Australian and internationally recognised health and safety authorities and the MFESB OH&S Policy Guidelines and Procedures and strategies as endorsed by the Occupational Health and Safety Policy Committee.
2. Fundamental to the success of the Occupational Health and Safety Program 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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 - 4.7 Operational Employees OH&S Committees
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- 6. TERM OF AGREEMENT**

Appendix A	Issue Resolution Flowchart
Appendix B	Health and Safety Manager
Appendix C	Hazard Identification Notice

1. OBJECTIVES

It is the policy of MFESB 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 welfare 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 welfare issues.

2. AGREED RESPONSIBILITIES

2.1 MANAGEMENT RESPONSIBILITIES

The MFESB management is responsible for the overall, management and prompt resolution of all health and safety issues. In order to meet these responsibilities a Health and Safety Manager will be employed. Some of the duties and responsibilities for this position will be as per Appendix B.

In implementing the OH&S agreement the management will take all reasonably practicable steps to:-

- 2.1.1 maintain and prominently display at the workplace, a schedule of designated work groups (DWGs) and names and work location of health and safety representatives (HSRs);
- 2.1.2 designate and display 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 required to allow them to carry out their annual OH&S audits in conjunction with the building maintenance inspection conducted by the MFESB Facility Services Department;
- 2.1.4 Implement Schedule for regular hazard inspections;
- 2.1.5 ensure HSRs are immediately made available to investigate 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 OH&S Policy committee for comment prior to finalisation;
- 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 Clause 76 of the

Agreement. Protective equipment is at all times to be certified by the Standards Association of Australia and/or any other international standards organisations.

- 2.1.10 provide appropriate information and training on the need and use for 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 employee OH&S Committees.
 - (b) consulting with individual HSRs on any OH&S issue affecting his /her DWG;
 - (c) consulting with the operational employees OH&S Committee where OH&S issues affect more than one DWG.
- 2.1.12 where possible a HSR who has the appropriate qualifications is to be the employees' nominee on the following committees:

Uniform
Vehicle & Equipment
Training Education & Advisory and
Design & Development Advisory Committee

For committees where specialist skills are required and no HSR with relevant experience is available, a HSR shall be appointed in addition to the specialist employee representative.

- 2.1.13 display a copy of this agreement at each work place 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;
- 2.1.14 organise and carry out environmental monitoring programs where appropriate in consultation with HSRs;
- 2.1.15 make provision for, and encourage within each workplace, the reporting of occupational health and safety issues by all employees;
- 2.1.16 monitor employees' health and safety at work and the conditions of the workplace that are under the employers' control;
- 2.1.17 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 operational employees OH&S Committees with relevant aggregate injury/illness and /or accident /incident /issues reports and data;
 - (b) without breaching employee confidentiality, in accordance with the **OH&S Act 2004**, provide HSRs with relevant aggregate injury /illness and /or accident /incident /issues /reports and data applicable to their DWG;
- 2.1.18 at all workplaces covered by this agreement, the employer shall in addition to ensuring compliance with OH&S legislation, (including Regulations and Codes of Practice made under that legislation), shall pursue best practice in occupational health and safety management, utilising systems such as the *SafetyMAP*;

- 2.1.19 ensure that Supervisors /Managers work co-operatively with health and safety representatives and OH&S Committee(s) in implementing this Agreement and agreed policies and procedures; and
- 2.1.20 ensure that no action is taken against an employee:
 - (a) for reporting or making a complaint about a health, safety or welfare matter in accordance with the *Issue Resolution Flowchart* (Appendix "A");
 - (b) providing information to assist an investigation;

following directions given by a health and safety representative or V.W.A. Inspector in accordance with the *Issue Resolution Flowchart* (Appendix A)

- 2.1.21 the employer shall establish procedures to ensure that HSRs are immediately notified about all accidents and incidents within their D.W.G.
- 2.1.22 the employer shall ensure that HSRs once elected are not rostered for duty outside their D.W.G.
- 2.1.23 correspondence between management and Union or between management and employee OH&S representatives to receive at least a written interim response within one week of receipt. Hazard Identification Notices will provide a mechanism for this purpose. The Health and Safety Department will maintain a register of all OH&S issues raised. Communication and feedback must be maintained between management and OH&S Representatives until a satisfactory resolution of the issue is achieved. Appendix C
- 2.1.24 pay overtime if considered necessary by management to perform their function and / or duties such as training and attending committee meetings that require the presence of a HSR.

ensure HSRs are released from duty to attend Victorian WorkCover Authority or MFESB authorised OH&S seminars and / or functions.

- 2.1.26 ensure HSR's are released from operational duties to attend Operational H&S meetings and designated employee representatives are released to attend OH&S Policy committee meetings.

2.2 OFFICER-IN-CHARGE RESPONSIBILITIES

The Officer-in-Charge (OIC) is the employers' representative that ensures that the obligations under the OH&S Act 2004 are met in workplaces or systems of work under their control The OIC should:

- 2.2.1 consult with staff, HSRs and /or nominated management OH&S representative(s) on measures to protect against risk to the health and safety of employees at work.
- 2.2.2 actively follow health and safety practices and foster positive attitudes towards health and safety issues.
- 2.2.3 facilitate instruction of staff and supervise safe work practices and procedures
- 2.2.4 ensure that regular hazard inspections and good housekeeping standards are maintained in areas under their control
- 2.2.5 investigate and involve OH&S Representatives in issues that effect their workplace and work system

- 2.2.6 undertake investigation and reporting of OH&S incidents in accordance with relevant SOPs
- 2.2.7 where preventative or corrective action is required, which is outside the supervisors' control, promptly raise the issue with the responsible manager and actively monitor action(s) taken to attain resolution

2.3 UNION RESPONSIBILITIES

The UFU (Victorian Branch) will co-operate with management to achieve the aims of this Agreement by:-

- 2.3.1 working with Management to develop and maintain a safe and healthy workplace;
- 2.3.2 encourage all employees to participate in designated work groups at local levels;
- 2.3.3 encourage employees to nominate and seek election as health and safety representatives for each designated work group;
- 2.3.4 encourage all employees to follow this Agreement and health and safety policies and procedures endorsed by OH&S Committees; and
- 2.3.5 encourage all employees to follow hazard management procedures and the Issue Resolution Flowchart (Appendix "A") for resolution of OH&S issues.
- 2.3.6 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 Workplace Relations Act.

2.4 EMPLOYEE RESPONSIBILITIES

Employees will co-operate with this Agreement by:-

- 2.4.1 following any policies / work procedures which have been endorsed by the operational OH&S Committee and the OH&S Policy Committee as a control measure to reduce the risks of occupational injury / illness;
- 2.4.2 reporting health and safety issues to the OIC 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;
- 2.4.3 using personal protective equipment supplied by the employer and as per clause 2.1.9.
- 2.4.4 not wilfully or recklessly interfering with or misusing anything provided in the interests of health, safety or welfare;
- 2.4.5 not placing at risk the health and safety of others;
- 2.4.6 co-operating in the investigation of any incident or matter arising as required under the **Occupational Health and Safety Act 2004**;
- 2.4.7 co-operating with the employer with respect to any action taken to comply with any requirement imposed by or under the **Occupational Health and Safety Act 2004**; and
- 2.4.8 abiding by the Hazard Management and Issue Resolution Procedures under this Agreement.

- 2.4.9 participating in agreed health and safety programs

3. ISSUE RESOLUTION PROCEDURE

(Issue Resolution Flowchart attached as Appendix "A")

All parties will abide by the following:

- 3.1 As soon as possible after any OH&S issue has been reported, an employer representative and the relevant HSR must meet to resolve the issue.
- 3.2 The resolution of the issue must take into account those of the following factors that are relevant;
- (a) whether the hazard or risk can be isolated;
 - (b) the number and location of employees affected by it;
 - (c) where appropriate temporary measures are possible or desirable;
 - (d) whether environmental monitoring is desirable;
 - (e) the time that may elapse before the hazard or risk is permanently corrected; and
 - (f) who is responsible for performing and overseeing the control/ management of the hazard or risk.
- 3.3 As soon as possible after the resolution of an issue, details of the remedy and /or action taken will be brought to the attention of affected employees in an appropriate manner.
- 3.4 Where the issue concerns work which involves a threat to the health and safety of any person and
- (a) the threat is immediate; and
 - (b) given the nature of the threat and the degree of risk, it is not appropriate to adopt the processes set out in the above clauses 3.1-3.3
- the employer and the health and safety representative for the designated work group in relation to which the issue has arisen may after consultation jointly direct or, if the consultation does not lead to agreement between them, either of them may direct that the work shall cease.
- 3.5 If the issue is not resolved within a reasonable time or if there has been a direction that work shall cease, any one of the parties, to attempt a resolution, may require a V.W.A. Inspector to attend at the workplace.
- 3.6 During any period during which any work has ceased, the employer may assign the affected employee/s to suitable alternative work.
- 3.7 No action taken by a HSR in accordance with this agreement will be used for the purposes of discrimination, dismissal or other disciplinary action by Management (see OH&S Act 2004).

4 STRUCTURAL ARRANGEMENTS

4.1 HEALTH AND SAFETY REPRESENTATIVES

The role and function of the HSR will include:-

- 4.1.1 playing a constructive and responsible role with regard to workplace health and safety as 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 the employer. 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, in accordance with an agreed Standard Operating Procedure (SOP) within each Zone. (This includes receiving a copy of the MFESB incident report);
- 4.1.5 being present at any interview relating to an OH&S issue between an employee and a V.W.A. Inspector or management representative, with the consent of the employee;
- 4.1.6 being provided by the employer 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 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, VWA etc.

All information should be in a form readily understood by HSRs and employees;

- 4.1.7 seeking the assistance of any party or organisation that the health and safety representative believes may be of assistance as per the Occupational Health and Safety Act 2004. The employer 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 MFESB 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 attend official seminars/meetings with all other MFESB HSRs for purposes of discussing OH&S issues;
- 4.1.11 in consultation with the employer be 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 undertake paid overtime as is considered necessary by the employer 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 member of the Workplace Group if the Representative is unable to attend;
- 4.1.14 the Representative will be entitled to receive 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 the MFESB 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

The employer will provide HSRs with paid time off work to attend approved OH&S training courses, during which time they will be deemed to be on duty.

- 4.2.1 The employer shall ensure an elected HSR attends an approved OH&S training course within three months of their appointment.
- 4.2.2 Where a HSR has obtained the agreement of the employer 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 the employer.
- 4.2.3 An advance of the subsistence expenses may be sought by the employee from the employer 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 the amount advanced to the employee will be repaid to the employer within (14) fourteen days.
- 4.2.5 The employer will facilitate ongoing information and training seminars at least twice per year, which address:
 - (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.

4.3 FACILITIES

The employer will provide access to facilities and assistance to HSRs as necessary to perform their functions and duties. Where available these may include:-

- office space;
- facilities for filing such as lock-up filing cabinet and shelves;
- access to a telephone;
- access to typing, photocopying and facsimile facilities;
- access to meeting rooms;
- access to the relevant technical equipment; and
- email mailbox.

4.4 ELECTION OF HEALTH AND SAFETY REPRESENTATIVES

The following applies to the election of Health and Safety representatives:

- members of a Designated Work Group are responsible for conducting elections within their work group (Assistance can be sought from MFESB Human Resources or the Unions);
- there is to be only one elected Health and Safety Representative per Designated Work Group;
- elections will be held within 28 days of a representatives' cessation of office;
- cessation of office for an elected representative must be in accordance with the Occupational Health and Safety Act 2004;
- all employees in a Designated Work Group are entitled to vote; and,
- elections shall take place triennially (every three years).

4.5 DESIGNATED WORK GROUP MEETINGS

The functions of the Designated Work Group (DWG) meetings will be -

- (a) to facilitate co-operation between the employer and the employees of the employer in instigating developing and carrying out measures designed to ensure the health and safety at work of the employees; and
- (b) to formulate, review and disseminate to the employees the standard rules and procedures relating to health and safety which are to be carried out or complied with at the workplace -

and include such other functions as are prescribed or agreed upon by the employer and the DWG.

DWG meetings shall take place at intervals not exceeding three months. An elected HSR is to convene DWG meetings.

HSRs will be given the opportunity to conduct meetings of their DWGs immediately before or after a combined drill involving members of his / her DWG. Drills will be scheduled beforehand so as not to interfere with meal breaks or rest and recline.

Half of the members of a DWG may require a DWG meeting to be held at any time.

The above issues and functions will be addressed by the establishment and maintenance of DWGs within each MFESB zone on each platoon, and other MFESB departments as agreed.

In regards to operational employees, members will be made up from each fire station platoon and will be known as A, B, C or D platoon Southern, Central, Northern or Western Zone DWG.

- 4.5.1 The DWG meetings will operate on the basis of solving problems as close to the workplace as possible and arriving at resolutions and recommendations by consensus. The HSR will ensure that resolutions of the meetings will be posted for all employees to see.

4.6 HEALTH AND SAFETY POLICY COMMITTEE

It is MFESB/UFU policy to utilise the Health and Safety Policy Committee as an advisory body responsible for formulating, reviewing and disseminating health and safety policy, standards and procedures in accordance with legislation.

- 4.6.1 The Committee will have as terms of reference any matter raised by employees HSRs, management or union representatives concerning the health and safety of workers within the MFESB.

4.6.2 The functions of this Committee are as follows:

- (a) to address any health and safety matters raised by
- the Human Resources Directorate;
 - 2 senior management;
 - 3 elected Health and Safety Representatives;
 - 4 Health and Safety committees;
 - 5 Industrial Associations;
- (b) assess and review annual health and safety strategies and recommend performance targets for MFESB Corporate Planning;
- (c) to instigate, at its discretion, the Committees own independent investigation into any issue impacting or likely to impact upon any OH&S matter within the MFESB, and make any recommendations or take any action it considers as necessary to ensure the legal obligations of the Brigade are met, relevant to OH&S;
- (d) the Committee will regularly review reports (excluding medical in confidence information) on:
- (i) dangerous occurrences/incidents, accidents, injuries and diseases;
 - (ii) surveys together with recommendations as to how such occurrences can be avoided in future;
 - (iii) summaries of environmental monitoring carried out at the work place;
 - (iv) minutes of Operational Employee or other MFESB health and safety committee meetings.

- (e) The Committee will have access to reports and information on all health and safety matters including those at station or department level.
- (f) The Committee will ensure that policies are developed on preventive and control measures such as the safe handling of toxic materials, environmental and personal monitoring, medical monitoring and other matters.
- (g) The Committee may review and make recommendations in regard to health and safety training programs for the purposes of the OH&S Act 2004.
- (h) Minutes of Committee meetings will be sent to all HSRs and posted for all employees to see.

4.6.3 Subject to the OH&S Act 2004 no new chemical or physical agents or new installation or processes shall be introduced into the MFESB until sufficient available data concerning their likely health effect have been evaluated, and their use subsequently endorsed by the Committee or another consultative committee, in which case the Policy Committee will be notified. In the case of chemicals, full available data on chemical identity and toxicity will be supplied. The committee will review policies on preventative and control measures such as safe handling of toxic materials, environmental and personal medical monitoring and other matters.

4.6.4 The composition of the Health and Safety Policy Committee is as follows:

- (a) Director Human Resources (Chairperson);
- (b) Director of Technical Services;
- (c) Training and Education Department Representative;
- (d) One Firefighter Health & Safety Representative elected annually by employee HRSS* or nominated by the UFU,
- (e) Commander – Emergency Response Directorate;
- (f) One United Firefighters Union Representatives;
- (g) One Australian Services Union Representatives;
- (h) One Australian Manufacturing Workers Union Representative;
- (i) Health & Safety Manager (Observer);
- (j) Occupational Health & Safety Coordinator (Observer);
- (k) MFES Board Medical Service Representative (Observer).

NOTE: Specialist personnel may provide assistance and/or advise the Committee. Selection and appointment of such Consultants will occur as required.

4.6.5 All members of the committee will have one vote. The chairperson will have an ordinary vote but no casting vote. It is intended that decisions will be by a consensus vote. Committee observers will play the role of non-voting consultants to the committee, with the understanding that they attend at the invitation of the committee.

* Policy committee meeting to be arranged when elected HSR is on duty. If the HSR is off duty overtime will be paid, as per 23(d) of the Operational Staff Award allowances or current industrial agreement.

At least two management representatives and two Union representatives will form a quorum for meetings. One Union representative must be from the United Firefighters Union (Victorian Branch).

- 4.6.6 The Committee will meet at least once every three months, and more frequently if circumstances dictate. Additional meetings can be called at the request of at least half of the Committee at anytime.
- 4.6.7 The Committee shall confer on information and issues that affect one or more designated workplace/s.

To assist the committee in its decision making process, committee members may be delegated to investigate any relevant OH&S issue and/or confer on issues such as;

- (a) fatal accidents, serious dangerous occurrences or incidents;
- (b) accident/incident statistical reports;
- (c) environment monitoring carried out at designated workplaces;
- (d) summaries of medical monitoring (in aggregate) together with recommendations;
- (e) reports and minutes of Operational Employee and other Health and Safety Committee meetings, and of other MFESB committees with health and safety responsibilities, and/or

any reports commissioned by management in respect of, or relating to OH&S.

- 4.6.8 during the term of the agreement the terms of reference for this committee may be varied by agreement between the parties.

4.7 OPERATIONAL EMPLOYEES OH&S COMMITTEE

- 4.7.1 At least half of the members of an operational employees OH&S committee shall be employee elected HSRs or on alternate nominated by the elected HSR. A quorum for meetings to be at least 3 management HSRs and 3 employee HSRs. This will consist of on-duty HSRs or off-duty HSRs paid as per 23(d) of the Firefighter Operational Award or current industrial agreement.

Meetings will be open to all MFESB HSRs.

- 4.7.2 The Operational Employees OH&S Committee shall meet at least once every three months and will facilitate co-operation between management and employees on occupational health and safety matters including:
- (a) the effective implementation of this agreement;
 - (b) the examination and/or utilisation of injury prevention models;
 - (c) review and analysis of the cause of injury /incidents;
 - (d) in accordance with the **OH&S Act 2004**, review aggregated injury /illness /medical monitoring and /or accident /incident data and reports on preventative action taken;

- (e) results of all environmental monitoring carried out at the workplace; the causes for any concentration of any toxic materials, which are unacceptably high to the parties of this agreement, will be investigated and recommendations for their elimination considered;
- (f) results of all medical/biological monitoring (in aggregate) together with recommendations if any.
- (g) audit OH&S performance against any adopted Occupational Health and Safety Management System on a regular basis;
- (h) recommend measures designed to protect the health and safety of employees;
- (i) recommend health and safety training which meets identified OH&S needs for all operational employees;
- (j) make recommendations on the health and safety aspects of the introduction of new technology, changes to the work place, plant, equipment and chemicals;
- (k) provide information to the OH&S Policy Committee on any issue that has the potential to affect MFESB employees;
- (l) the committee may recommend to the chairperson that they call experts or consultants as the need arises and, if agreed by management, these services shall be paid for by the MFESB; and
- (m) the committee will have access to reports and information on health and safety matters including those at station and department level.

4.7.3 Terms of reference shall be established and determined by the Operational Employees OH&S Committee and will include:

- (a) committee composition (to be decided after taking into consideration 4.7.1);
- (b) meeting frequency and duration (as per 4.7.2);
- (c) election by the Committee of a Chairperson and Minute taker and the arrangements for alternation of those roles among the members of the Committee.
- (d) submission of agenda items;
- (e) method of recording and distribution of Minutes; and
- (f) process for actioning issues raised;
- (g) minutes of Committee meetings to be sent to Policy Committee and posted in D.W.G work area

4.7.4 Committees will operate on the basis of solving problems as close to the workplace as possible and arriving at solutions and recommendations by consensus.

Resolutions of Operational Employees OH&S Committee will be posted for all employees to see.

4.7.5 during the term of the agreement the terms of reference for this committee may be varied by agreement between the parties to this agreement.

4.8 CONSULTANTS

- 4.8.1 Where specialist expertise and assistance is necessary in respect to a particular Occupational Health and Safety issue, the OH&S Committee (Policy/ Operational Employees) may where necessary, with the approval of the employer, seek the engagement of a consultant for that purpose. This clause shall not be interpreted to limit the parties to engage consultants independently to provide advice on OH&S issues.
- 4.8.2 Consultants will work in accordance with the terms of reference agreed to by the parties.

Consultants engaged in accordance with 4.8.1 above will be required to submit a written report detailing their finding(s) which will be circulated to appropriate HSRs and tabled at the appropriate OH&S Committee meeting.

5. AGREED PRINCIPLES FOR CONTROL OF WORKING ENVIRONMENT

- 5.1 The MFESB 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 Health and Safety Committees. Each Health and Safety Representative will have access to the information, including
- location and type of source of hazard;
 - environmental monitoring records;
 - agreed safe working procedures;
 - health and safety effects of the hazard;
 - standards, legislation/regulations, Codes of Practice etc applying to the hazard;
 - recommendations, directions etc issued with respect to a hazard source, and agreed program for control of the hazard

The information shall be available in such languages as appropriate, in accordance with the OH&S Act 2004.

The MFESB 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 Policy Committee. Each Health and Safety Representative will have access to a copy of the complete Chemical Register.

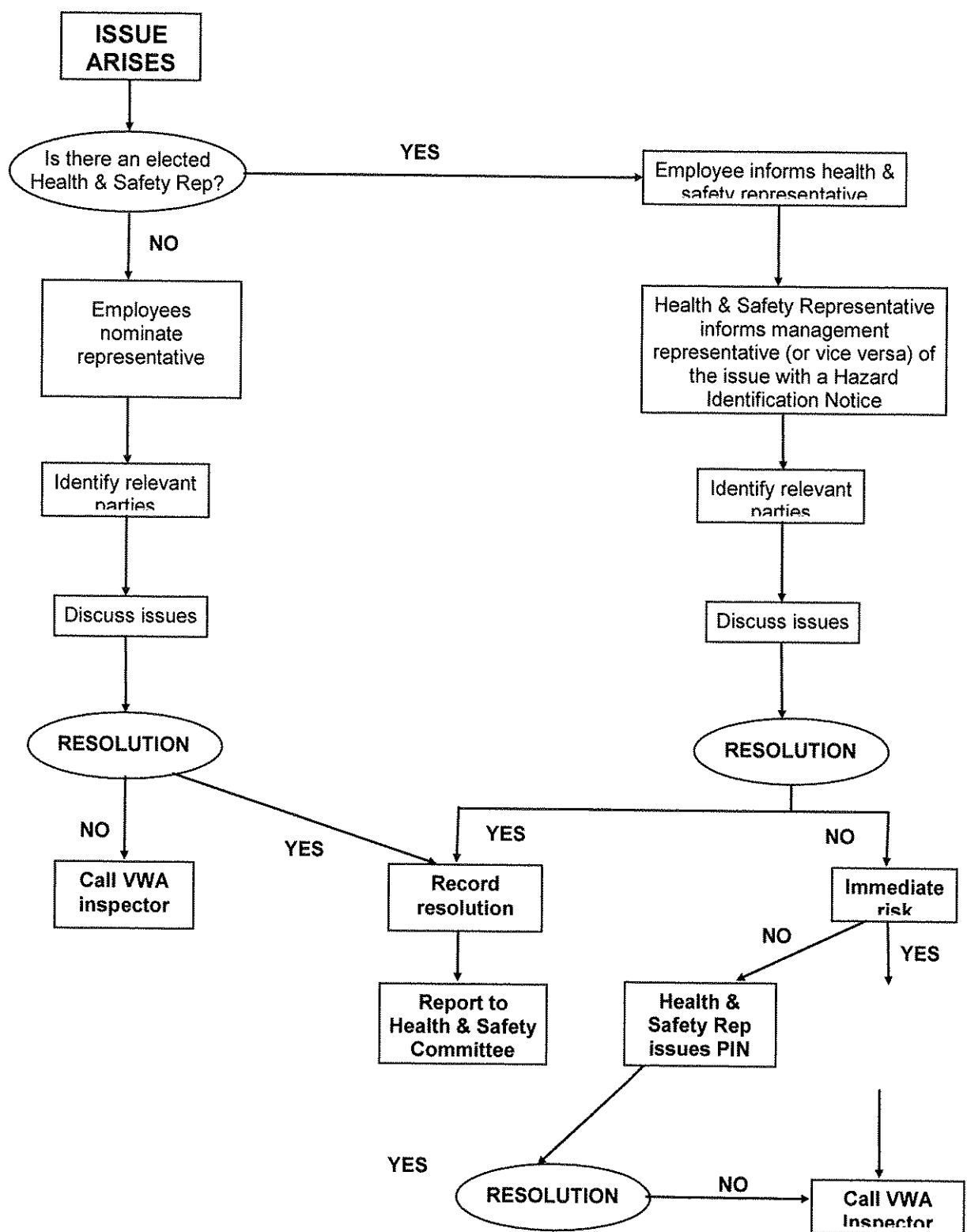
- 5.2 Subject to the OH&S Act 2004 no new chemical or physical agents or new installation or processes shall be introduced into the MFESB until sufficient available data concerning their likely health effect have been evaluated, and their use subsequently endorsed by the Committee or another consultative committee, in which case the Policy Committee will be notified. 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.
- 5.3 Subject to the OH&S Act 2004, all new equipment purchased by the MFESB should have reference to standards (developed by the manufacturer, industry, or by such bodies as the ISO, SAA, NOHSC, and VWA) 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.
- 5.4 Regular environmental and personal monitoring will be conducted where required or appropriate. 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 Unions party to this agreement. 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.

- 5.5 A program of medical monitoring, where agreed, will be kept under review by the Policy Committee. An individual will have access to his or her personal medical records. 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.

Trends revealed by the medical monitoring will be reported at the HSPC with appropriate recommendations. Results of medical monitoring will be available in coded form (to protect individual rights) to the HSPC if desired.

APPENDIX A



Appendix B

Management of Health and Safety Issues

1. **In order to ensure coordination, management and prompt resolution of all health and safety issues the H&S Manager shall maintain a register of all OH&S issues that have not been resolved at a local level. The register shall contain the following minimum information:**

details of the hazard or problem

date the issue was first raised

areas / departments affected by the hazard

who initially raised the issue

accidents / injuries attributed to the hazard

steps taken to control the hazard

interim measures taken to reduce the risks associated with the hazard

management representatives and others responsible for investigating the hazard or who have been allocated responsibilities aimed at resolving the issue.

2. Management of the hazard shall take place in consultation with the HSR concerned. The management order shall be as follows:

priority of hazard

immediate

high

medium

low

date by which issue is to be resolved

temporary controls

date of resolution

outcomes

review date (if required)

3. Ensure that regular feedback to TQA Managers, OH&S representatives and OH&S Committees on the progress of issues as per IR procedure.
4. Ensure that all elements and sub elements and other aspects of the OH&S Management System are observed, maintained and reviewed to ensure continuing compliance. A formal process of internal and external audits shall be implemented and maintained.

Hazard Identification Notice

To: 20/07/2016	Date:
From:	Copies:
Subject:	Ref. No:

I, the Health and Safety Representative named above, believe that the following hazard poses a risk to the health and safety of MFESB employees and/or MFESB contractors:

The measures I recommend to control this hazard are:-

Action taken to date.:-

Priority:

Rectify within: - 24 Hrs.: 72 Hrs: One week: One month:

Under the terms of Section 2.1.23 of the MFESB/UFU Health & Safety Agreement I require you to respond in writing detailing the actions you have taken to eliminate or control the hazard identified in this Notice. The response must include:-

- Interim controls put in place;
- Long term controls and estimated time frame to implement;
- The Department responsible for the control of this hazard;
- Details of the steps taken to resolve this issue are to be placed onto the agenda of the next Operational Health & Safety Committee.

Please sign in the space provided to acknowledge receipt of this notice and return to HSR.

Action taken by Inspector TQ&A or relevant management Rep.:-

Signature of HSR

Signature of Management Representative

D. _____

Copies: Original – Sign & return to HSR within 7 days Management Rep. H&S Department

OH&S Operational Committee

SCHEDULE 2 - MINIMUM CREWING CHART

**Metropolitan Fire & Emergency Services Board
EXECUTIVE DIRECTIVE
MINIMUM CREWING**

At the commencement of each shift the MFESB employee crewing shall be in accordance with the attached Chart with the following variations:

1. Commanders Location

Central, Western, Northern, Eastern and Southern Zone shall each have a Commander on Duty and on shift as per the minimum crewing chart (attached). However no more than two SSOs may be acted up into Commander positions at no more than two of the above five Commander locations at any time.

2. Senior Station Officer Stations:

- a) Stations 1, 7, 25, 35, 38 and 44 shall have a substantive Senior Station Officer on duty and on shift.
- b) 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.
- c) Stations 1, 7, 25, 35 and 44 shall also have a substantive Station Officer on duty and on shift.
- d) Station 1 shall also have a substantive Station Officer designated as the works officer on duty and on shift.

3. 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 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) Any appliance that is normally under the command of a Leading Firefighter may in the absence of the Leading Firefighter be commanded by: -
 - i) Senior Firefighter (Qualified to Leading Firefighter) or
 - ii) Qualified Firefighter (Qualified to Leading Firefighter), or
 - iii) Senior Firefighter who has successfully completed an assessment in Command and Control.

- 4. 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.

5. Flexible Crewing:

In Shift Emergency:

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.

During an 'In Shift Emergency' the appliance will remain in commission with a reduced crew until such time as a standby can be effected and an extra MFESB primary appliance shall be responded to all calls attended by the effected appliance.

If all Zones are on Minimum Crewing and an 'In Shift Emergency' occurs Pumpers at other than 1, 7, 25, 35 & 44 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.

6. Overall Crewing Requirement:

To ensure MFESB 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:

- 14 ACFOs
- 63 Commanders
- 93 SSOs
- 308 Station Officers
- 1177 Leading firefighters

From the date of the commencement of this Agreement, to ensure MFESB 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:

- 1845

From 1 July 2019, to ensure MFESB 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:

- 1945

7. Appliance Availability:

There shall be a minimum of four rescue units and four aerial appliances in commission 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.

8. (A) 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.

(B) Retaining

In the event that insufficient personnel present for duty at the commencement of any shift, sufficient personnel, at the appropriate rank/s, to make up the discrepancy will be retained from the off going shift and subsequently relieved by recall, at appropriate rank/s of off duty staff.

9. Excess of Minimum Crewing

Rostered staff available over 289 may be used to provide crewing for the following:

- Pumpers with a crew of 3 will be increased to 4.

Note: The CFO may elect to use additional staff above minimum crewing to crew other or additional appliances as per the requirements of the Director Operational or Senior Duty Officer. This decision shall be made giving due consideration to the risk environment, operational activity and or the special circumstance.

I From Certification until 31 December 2016:

Rostered staff available over 288 may be used to provide crewing for the following:

- Pumpers with a crew of 3 will be increased to 4.

II From 1 January 2017 until 30 June 2017:

Rostered staff available over 293 may be used to provide crewing for the following:

- Pumpers with a crew of 3 will be increased to 4.

III From 1 July 2017 until 30 June 2018:

Rostered staff available over 298 may be used to provide crewing for the following:

- Pumpers with a crew of 3 will be increased to 4.

IV From 1 July 2018 until 30 June 2019:

Rostered staff available over 302 may be used to provide crewing for the following:

- Pumpers with a crew of 3 will be increased to 4.

V From 1 July 2019:

Rostered staff available over 306 may be used to provide crewing for the following:

- Ultra Large Pumpers with a crew of 3 will be increased to 4.

Note: The CFO may elect due to special circumstances, use additional staff above the 306 level to crew other or additional appliances as per the requirements of the Director Operational or Senior Duty Officer. This decision will be made giving due consideration to the risk environment, operational activity and or the special circumstance.

10. Emergency Move Up:

Nothing in this directive shall restrict the dispatch of crewed appliances to move up to provide fire cover in an emergency.

This Executive Directive is to be placed in the Brigade Order Book section of the Standard Procedures Manual (Volume 4) immediately following the General Orders.

Director – Operations

**SCHEDULE 3 - SCHEDULE 3 - EMERGENCY RESPONSE
TRAINING FRAMEWORK**

In accordance with clause 11.28:

ACFO modules are as follows: BSBFIM701A Manage Financial Resources, BSBPMG606A Direct Human Resources Management of a Project Program, BSBINM601A Manage Knowledge and Information, BSBIMM801A Lead Innovative Thinking and Practice, BSBMGT608C Manage Innovation and Continuous Improvement and CHCORG605B Manage Human Resources in a Community Sector Organisation.

In accordance with clause 11.29:

FSCC modules are the Senior Station Officer units in table 2 of Schedule 5 with the inclusion of the Senior Station Officer Level CFA specific requirements from tables 3 and 4 and PUAECO009A, PUAECO010A, PUACOM003B, BSBCON401A, BSBOHS405B and PUAECO011A, delivered under MFB delivery methodology and course structure agreed between the parties.



MFB
EMERGENCY RESPONSE
TRAINING FRAMEWORK

March, 2010

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1. Introduction

The purpose of this Emergency Response Training Framework report is to document the MFB's transition into an operational training system that delivers the requirements of relevant fire industry competency standards in the Public Safety Training Package (PSTP).

This report is the culmination of extensive background work undertaken to align the existing MFESB Training Framework 1999 to PSTP competency standards. Key stages involved in developing the new Framework included:

- An initial alignment process undertaken by expert training and subject matter expert staff within the MFB
- Consultation with relevant industry peak bodies,
- Validation of the draft alignment process by an independent external consultant

Key outcomes of the alignment project have included:

- a transition from the National Fire Industry Modular Training Framework (AFC's) to the PSTP
- an agreed Emergency Response Training Framework that reflects recognised industry standards
- comprehensive detail around competency requirements expected at each rank level within the MFB, together with training pathways required for career progression
- the provision of qualification pathways that assist MFB operational staff to achieve qualifications deliverable within the PSTP

With the exception of the workplace training and assessment competency standards, the proposed new framework requires some changes to existing training programs delivered within the MFB. The transition process will not require any changes to existing course structures, however there are likely to be some changes required to delivery and assessment strategies currently used in promotional courses.

MFB specific components required in the delivery of each competency standard have also been identified in this process and documented in the Framework.

2. The Emergency Response Training Framework

This Emergency Response Training Framework is based on the Public Safety Training Package (PSTP), Fire sector qualifications. The transition from the previous Framework is represented in the following table.

AQF	National Modular Training Framework	PSTP Fire Sector Qualifications
Certificate II	2204AAA Certificate II in Firefighting Operations (Public Administration)	PUA20601 Certificate II in Public Safety (Firefighting and Emergency Operations)
Certificate III	2304AAA Certificate III in Firefighting Operations (Public Administration)	PUA30601 Certificate III in Public Safety (Firefighting and Emergency Operations)
Certificate IV	2404AAA Certificate VI in Firefighting Operations (Public Administration)	PUA40301 Certificate IV in Public Safety (Firefighting Supervision)
Diploma	2504AAA Diploma of Firefighting Management (Public Administration)	PUA50501 Diploma of Public Safety (Firefighting Management)
Advanced Diploma	2604AAA Advanced Diploma of Firefighting Management (Public Administration)	PUA60501 Advanced Diploma of Public Safety (Firefighting Management)

The developmental phases involved in arriving at the Framework have included:

- Development of a draft alignment between the existing modular training framework and the PSTP fire sector qualifications
- Identification of gaps between the Australian Fire Competencies and the PSTP fire sector qualifications
- Development of a draft proposed alignments between the existing AFC and the PSTP fire Sector qualifications for promotional programs
- Development of a proposed training framework for the PSTP fire sector qualifications with the MFB promotional programs

- Identification of MFB specific training requirements in the proposed training framework
- Validation by an external consultant
- Establishment of a deeming process and a strategy for implementation of this process

Delivering the PSTP competencies

In adopting the Emergency Response Training Framework it is critical that the MFB deliver this training in a manner that adheres to the requirements set out in the PSTP, especially the Package 'Assessment Guidelines" and the Evidence Guide in each competency standard.

Contextualisation of Units of Competency

The MFB may contextualise units of competency to reflect organisational specific outcomes required. Contextualisation can involve additions or amendments to the unit of competency to suit particular delivery methods, learner profiles, specific organisational equipment requirements, or to otherwise meet specific needs. However, the integrity of the overall intended outcome of the unit of competency must be maintained.

Any contextualisation of units of competency in the PSTP must be within the bounds of the following advice. In contextualising units of competency, the MFB:

- must not remove or add to the number and content of elements and performance criteria;
- may add specific industry terminology to performance criteria where this does not distort or narrow the competency outcomes;
- may make amendments and additions to the range statement as long as such changes do not diminish the breadth of application of the competency and reduce its portability, and/or;
- may add detail to the evidence guide in areas such as the critical aspects of evidence or resources and infrastructure required where these expand the breadth of the competency but do not limit its use.

Implementing the Framework

The proposed Framework should be approached as a dynamic rather than static set of training programs that can be altered to meet emerging needs of the organisation. Any

such alteration¹, however, must be established in a consultative process between the MFB and UFU.

The proposed framework is set out in Tables 1, 2 and 3 (see Appendix) of this document and identifies the requirements at each promotional level:

- Table 1 indicates all Unit requirements to achieve qualified firefighter status.
- Table 2 indicates the rank at which Units are completed. Units may however be commenced at ranks prior to this rank.
- Table 3 indicates additional MFB requirements at each level.

It is recommended that this Emergency Response Training Framework is implemented and complied with from the date in which it is endorsed by the MFB and UFU. Where organisational resources do not allow for the implementation of the Framework in line with this Report and Registered Training Organisation (RTO) requirements, the matter should be referred to a joint UFU / MFB consultative group so alternative arrangements can be established.

In determining the PSTP components required by the MFB, this process has also identified those Units that encompass MFB specific content. These are set out in Table 4 (see Appendix). These Units may be acquired externally and the MFB, as an RTO, is required to recognise any such credentials. However, where MFB specific knowledge and skills are required, individuals may be required to undertake further training and assessment to meet organisational specific requirements.

¹ Note: alteration refers to the alteration of the framework, guidelines, delivery methodology and resources developed to support the implementation of the framework.

3. The Deeming and Recognition Process

It is important that training previously delivered to MFB employees is recognised as this allows training to be targeted in the appropriate areas to avoid duplication of training already provided and prevent wasting MFB resources.

The appropriate method for large scale training recognition is the Deeming process. This is a method similar to credit transfer and recognises the training that personnel have received, forming a sound basis from which future training can be built. During a transition period into a new qualification framework, deeming can be used to recognise previous training that aligns to current standards. Although individual assessment criteria may not have been undertaken, a person may be deemed to comply with a Unit provided that they have demonstrated the objectives of the Unit.

In adopting the PSTP Qualifications, training previously provided to the MFB workforce must be recognised. As such, an essential step in the development of this project was the need to deem the existing workforce against the framework. The outcomes of this process were achieved through a number of stages and consultative processes as set out in Sections 1 and 2 above.

This process has ensured that personnel are appropriately recognised for previous training undertaken, and the regular practical workplace application of these skills over an extensive period of time. The integrity of official training recognition has not been compromised in this process.

Although the transition process has identified that the PSTP competencies are more explicit in some of their requirements than the previous modules, the identified gaps are all skills that firefighters have continuously demonstrated in undertaking their duties. Therefore these gaps are not an issue in the alignment process as the gaps simply articulate what has already been covered as a given in previous training.

When endorsement of this Framework is achieved, all relevant personnel should have Units of Competency officially recognised according to their rank. This recognition will be in the form of a nationally recognised credential.

Individuals seeking recognition for any additional Units of Competency must apply for recognition using the Recognition of Prior Learning (RPL) process.

4. Delivery Methodology

Recruits

This program is undertaken over a three year period. Firefighters are promoted to the rank of Qualified Firefighter (Continuation Training) as follows:

- Level 1 Firefighter (completion of recruits)
- Level 2 Firefighter (completion of one year service)
- Level 3 Firefighter (completion of two years service)
- Qualified Firefighter (completion of three year service)

Leading Firefighter

A flexible delivery approach encompassing a mixture of block release to be conducted at the training college and some self paced study supported by qualified workplace trainers and assessors. The training process will be managed by the Training and Education department.

Station Officer

A full time 14 week training program delivered entirely off shift. Admission onto the course is by application and selection process.

Senior Station Officer

A full time 13 week training program delivered entirely off shift. Admission onto the course is by application and selection process

Commander

A training program with a full time component to be undertaken at an agreed MFB Training Venue.

In the delivery of all promotional and specialist courses, training should be delivered and assessed by appropriately qualified Training and Education staff at the Training Complex and other venues that provide necessary equipment and resources.

Finally, skills should be acquired at a point where the individual then has the opportunity to apply them on the job. Individuals should not be encouraged to acquire skills they will be unable to use for up to several years. In such situations, lack of opportunity to apply skills on a regular basis may, over time, result in the inability to practically apply those skills.

Note: All resources supporting a given program within the framework should be made available prior to the beginning of the program. This will ensure that no staff member is disadvantaged as a result of the MFESB failing to have all resources available in time for delivery.

5. Recommendations

Recommendation 1

That the MFB and UFU adopt the Emergency Response Training Framework as set out in this document after undertaking all required processes involving relevant Committees, including EBIC.

That the Training Framework is implemented from the date of endorsement by all parties.

Recommendation 2

That the MFB immediately begins the process of adding the Public Safety Training Package Fire Sector Qualifications to its Scope of Registration.

Recommendation 3

Once the new qualifications are added to the Scope of Registration, that the MFB deem operational staff to be qualified in line with Table 2. This process should include the issuing of the relevant credentials.

Recommendation 4

That both the MFB and the UFU agree that no individual be disadvantaged as a result of the implementation of this ER Training Framework. All promotional programs both past and present shall hold equal weighting.

Recommendation 5

That the MFB and the UFU agree to the principles outlined in this document. Any alteration² or dispute arising from interpretation of these principles must be agreed using consultative mechanisms in place between the MFB and the UFU.

Recommendation 6

That implementation of this Framework is undertaken in compliance with the RTO status expectations of the MFB, and adheres to the requirements set out in the PSTP.

² Note: alteration refers to the alteration of the Framework, guidelines, delivery methodology and resources developed to support the implementation of the Framework.

Appendix

Table 1:
Proposed alignment between the PSTP and Firefighter Levels 1, 2 and 3

Table 2:
Proposed alignment between the PSTP and MFB promotional course

Table 3:
MFB specific requirements in the Training Framework

Table 4:
PSTP competency standards encompassing MFB specific requirements

Table 3: MFB specific requirements in the Training Framework

Recruit/ Continuation Training	Leading Firefighter	Station Officer	Senior Station Officer	Commander
<ul style="list-style-type: none"> • Squad Drill • Specialist Appliances: • Fire Duty • FIA • HR Functions • Employment opportunities • OH&S • ICS / GARS • Organisational Policies, Procedures and Guidelines 	<ul style="list-style-type: none"> • The role of Leading Firefighter • Introduction to Conflict Resolution and Negotiation Skills • Fire Safety • ICS / GARS • Emergency Management Arrangements • Organisational Policies, Procedures and Guidelines 	<ul style="list-style-type: none"> • Role of the SO • Debriefing • Counseling procedures • Support Agencies • Specialist Appliances and departments • MFB Acts / Regulations / SOP's • Introduction to Disaster Management (AEM) • ICS / GARS • FIA / Arson squad • Community Safety • Relevant Acts, Regulations, Awards and Procedures • Emergency Management Arrangements • Organisational Policies, Procedures and Guidelines 	<ul style="list-style-type: none"> • Role of SSO • Various Acts • ICS / GARS • Interpersonal Skills • Community Safety • Risk Management • Relevant Acts, Regulations, Awards and Procedures • Coroners Act • Industrial Relations • Emergency Management Arrangements • Organisational Policies, Procedures and Guidelines 	<ul style="list-style-type: none"> • Inspector Responsibilities • ICS / GARS • Inter-agency Liaison • Interpersonal Skills • Community Safety • Risk Management • Relevant Acts, Regulations, Awards and Procedures • Emergency Management Arrangements • Organisational Policies, Procedures and Guidelines

Table 4: PSTP competency standards encompassing MFB specific requirements

Certificate II in Public Safety (Freighting & Emergency Operations) PUA20601	Certificate III in Public Safety (Freighting & Emergency Operations) PUA30601	Certificate IV in Public Safety (Freighting Supervision) PUA40301	Diploma of Public Safety (Freighting Management) PUA50501	Advanced Diploma of Public Safety (Freighting Management) PUA60601
PUAFIR201B Prevent injury	PUAFIR302B Suppress urban fire	PUAOPE001A Supervise response	PUAHS003B Implement and monitor the organisation's occupational health and safety policies, procedures and programs	PUAMAN001B Manage the organisation's public safety responsibilities
PUAFIR203B Respond to urban fire	PUAFIR306B Render hazardous materials incidents safe	PUATEA003A Lead, manage and develop teams	PUAOPE005B Manage a multi-team response	PUAMAN003B Manage human resources
PUAFIR207B Operate breathing apparatus open circuit	PUAFIR308B Employ personal protection at a hazardous materials incident	PUAFIR401B Obtain incident intelligence	PUAOPE007B Command agency personnel with a multi agency emergency response	PUAOPE006B Control multi agency emergency situations
PUAEQU001B Prepare, Maintain and test response equipment	PUAFIR309B Operate pumps	BSXFM1402B Provide leadership in the workplace	PUAFIR503B Co-ordinate human resource management activities	PUAFIR602B Manage the implementation of community safety strategies
PUAOPE002B Operate communication systems and equipment	PUAVEH001B Drive vehicles under operational conditions		PUAFIR504B Assist with formulation and implementation of plans and policies	PUACOM004B Manage organisational communication strategies
PUATEA001B Work in a team	PUAEME002C Manage injuries at emergency incidents		PUAEMR002B Identify, analyse and evaluate risk	PUAOPE008B Co-ordinate resources within a multi agency emergency response
PUAEME001B Provide emergency care	PUAEME003C Administer oxygen in an emergency			
PUASAR001B Participate in a rescue operation	PUAFIR303B Suppress wildfire			
PUAFIR204B Respond to wildfire				

<p>PUAFIR206B Check installed fire safety systems</p> <p>PUAFIR209B Work safety around aircraft</p> <p>PUALAW001B Protect and preserve incident scene</p> <p>PUAFIR202B Respond to isolated remote structure fire</p> <p>PUAOKS001C Follow defined occupational health and safety policies and procedures</p>				
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SCHEDULE 4 - ALLOWANCES

Part A of Schedule 4:

ALLOWANCES FOR EMPLOYEES COVERED BY PART A OF THE AGREEMENT

Meal Allowance	<u>\$17.83</u>
Motor Vehicle / Mileage Allowance	\$1.31 per km travelled
Relieving allowance	\$30.52
Special Administrative Duties Allowance	\$73.14
Spoilt Meal Allowance	\$17.83
Fitness Leader Allowance	\$24.04 per week
Temporary Accommodation Allowance	\$4.16 per day shift \$5.40 per night shift
Permanent relocation allowance	\$1461.32 for each instance as described in the clause
Availability allowance	5.5% of salary
Language Allowance	\$1215.58 per year
<i>Qualifications Allowances</i>	
First Aid Certificate	\$19.72 per week
IFE Graduate Certificate or a Certificate of Fire Technology	\$16.48 per week
IFE Graduate Certificate and Certificate of Fire Technology	\$25.12 per week
IFE Membership and Graduate/Technician Certificate	\$31.07 per week
Cert IV in Workplace Training and Assessment	\$16.48 per week

ALLOWANCES FOR EMPLOYEES COVERED BY PART B OF THE AGREEMENT

Heavy Rescue Allowance	\$24.04 per week
USAR Operator	\$24.04 per week

Trench Rescue Allowance	\$24.04 per week
EMR Allowance	\$2.30/hour or \$0.95/hour all purpose
EMS First Responder Training Allowance	\$1.61/hour
EMS First Responder Allowance	\$0.79/hour
Fire Investigation Allowance	4.5%
Hydrostatic Testing of BA Allowance	\$7.57/shift
HAZMAT Technicians Allowance	\$2.70/hour
Marine Response Operator Allowance	\$24.04 per week
High Angle Rescue Technicians Allowance	\$24.04 per week
UAV Operator Allowance	\$2.70 /hour
Driving Instructor Allowance	\$16.69 per week
JFAIP Allowance	\$24.04 per week
Watchroom Duties Allowance	\$9.59/shift
Diploma of Training and Assessment or equivalent Instructor qualification allowance	\$25.39 per week

ALLOWANCES FOR EMPLOYEES COVERED BY PART D OF THE AGREEMENT

FSCC Coordination Allowance	5% of classification rate
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Part B of Schedule 4:

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 the employer, daily allowances of:

	Capital Cities	Other places within Australia	Part day absence
	\$	\$	\$
Breakfast	27.69	27.69	22.75
Lunch	39.23	39.23	26.07
Dinner	54.97	54.97	44.98

Bed	228.27	175.58	-
Incidentals	28.02	28.02	-
Total	378.18	325.52	

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 the employer a daily incidental allowance of \$23.55 will be paid.

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

Accommodation:

It is expected that MFB 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 the MFB, 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 the MFB.

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 5 - 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 Zone ACFO and Officers-in-Charge for the effective management of the group of stations within the zone.

The Commander, per platoon per Zone, will be a station based mobile manager and will not be part of appliance crewing.

Role Interfaces

The Commander will:

- Report to the Zone ACFO on the performance of stations within the Zone.
- Work with the Zone ACFO on performance and programmes to be delivered by the group of stations within the Zone.
- Manage the Officers-in-Charge of stations within their Zones 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 MFB 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 Zone ACFO to develop plans to reduce the risk of fire within the Zone.
- 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 zone on various working parties and committees.
- Undertake various research projects as designated by Zone 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 6 - STRUCTURAL PPE AND STATION WEAR

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.

Any item listed below or part thereof that requires replacement or modification in design due to change in products, Standards or manufacturers inability to produce an item the MFB 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 the MFB.

Station Wear

All items of station wear listed below shall be for the exclusive use and issue to operational employees as covered by the MFB UFU Operational Staff Enterprise Agreement 2013. The items listed will not be available for purchase or for distribution other than to staff covered by the MFB UFU Operational Staff Enterprise Agreement 2013.

Item	Specification	Career Firefighters and Recruits
Trousers Cargo	Agreed specification U0409 male U0410 female	5
Shorts Cargo	Agreed specification U0470 male U0471 female	2
Shorts Sports Utility	U0413 agreed specification	2
Socks	agreed specification Standard length	10 pairs
T-Shirt Short Sleeve	Agreed specification U0461 short sleeve male U0462 short sleeve female	8
T-Shirt Long Sleeve	Agreed specification U0459 Long sleeve male U0460 Long sleeve female	4
Sun Hat	agreed specification	1
Safety Glasses	Tinted U0077 agreed specification	1
Name Tag	agreed specification	3
Shoulder Slides (Epaulettes)	agreed specification U0255 Career rank insignia and title for Firefighter, Qualified Firefighter, Senior Firefighter Leading Firefighter, Station	3 set

	Officer and Senior Station Officer	
Jumper	agreed specification	2
Car Coat	agreed specification U0534 male U0535 female	
Jacket Soft Shell	agreed specification U0453 male U0454 female	1
Vest Soft Shell	agreed specification U0451 male U0452 female	
Belt and Buckle	agreed specification	1
Footwear	agreed specification U0433 Boot Station wear Soft toe black Elastic sided U0509 Boot Station wear soft toe black Elastic sided U0510 Boot Station wear soft toe black Elastic sided U0042 Shoes black ladies Lace up U0507 Shoes mens black Lace up U0508 Shoes mens black Executive style Lace up U0537 Shoes black leather slip on	2
Shirt Short Sleeve	agreed specification U0457 mens U0458 female	8
Shirt Long Sleeve	agreed specification U0455 mens U0456 female	4
Beanie	agreed specification	1
Baseball Cap	agreed specification	1
Polo Shirt long / short sleeve	agreed specification U0463 Long sleeve male U0464 Long sleeve female U0465 Short sleeve male U0466 Short sleeve female	4
Trousers Straight Leg	agreed specification U0414 male U0415 female	3
Peak Cap (formal)	agreed specification U0136 SO U0135 SSO U0011FF-LFF U0013 Commander – ACFO	1
Uniform Jacket	agreed specification U0061 CO, DCO. ACFO U0514 FF-SSO U0515 Commander	1

Tie	agreed specification U0044 mens U0139 Bow tie cross over female	1
White Shirt	agreed specification U0141 White short sleeve ladies U0016 White short sleeve mens U0193 White short sleeve Commander and above	

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 operational employees as covered by the MFB UFU Operational Staff Enterprise Agreement 2013. The items listed will not be available for purchase or for distribution other than to staff covered by the MFB UFU Operational Staff Enterprise Agreement 2013.

Structural PPC

Item	Specification	Career Firefighters and Recruits
Coat	agreed specification U0400 Coat, structural complete with liner male U0428 Coat, structural complete with liner female	3
Over trousers	agreed specification U0401Trousers, structural complete with liner male U0429 Trousers, structural complete with liner female	3
Braces	BRACES, Structural, H Style, 4 Tabs - U0402 - BR004 agreed specification	4 sets
Flash Hood	U0447 Flash hood structural firefighting agreed specification	3
Gloves	U0416 agreed specification w/- level 3 moisture barrier	3 pairs

Helmet	U0480 agreed specification with two neck protectors	1
Neck Protector	U0481 agreed specification to suit agreed specification helmet	1
Boots Structural	agreed specification U0420 Boots turnout Pull on U0506 Boots structural Firefighting Level 2 Double sided zip up U0516 Boots structural firefighting level 2 66-395 Zip up	2 pairs
Torch	agreed specification Rechargeable LED orange	1
Epaulettes	agreed specification EPAULETTE, RANK IDENTIFIER - U0403 - E099-ACFO	3
Name Badge	agreed specification NAME BADGE, Structural Firefighting Coat & Trouser - U0404 - BA0146	6
Boots Chemical Resistant	agreed specification U0024 Boots chemical resistant U0230 Boots chemical resistant style 24 Wider leg width	

Additional Structural Items for Recruits Only:

Item	Specification or Brand	Recruits
Coverall	agreed specification COVERALL, Orange Proban - C216	3
Coat	agreed specification COAT, Structural Firefighting, - U0400 - J305-P	4
Trouser	agreed specification TROUSER, Structural Firefighting, U0401 -	4

	T305-P	
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Wildfire PPC

Item	Specification	Career Firefighters and Recruits
Trousers	As per cargo trousers in structural firefighting section above, until agreed replacement is determined.	As above
Gloves	Wildfire Level 1 - U0294 G071-2XL	2 pairs
Boots	As per structural firefighting boots above	As above
Wildfire coat	COAT, Wildland, Proban, Lime Yellow, Type 1 - U0292 - J317-R082	2
Helmets	HELMET, Wildland, BR9, comes with goggles (yellow) - U0304 - H217-DSY	1
Goggles	GOGGLES, Uvex - U0306 - Q386	2
Rank Identifier	RANK IDENTIFIER, for Wildland Coat - U0293 - BA0128-ACFO	2
Personal Bag	Agreed replacement to PERSONAL BAG, For Wildland Cache - U0307 - Q391, with additional space for boots.	1
Water Bottle Holder	WATER BOTTLE HOLDER and belt - U0308 - Q318	1

Road Rescue

- Rescue Gloves U0214 of the agreed specification
- Rescue Gloves U0215 of the agreed specification
- Specialist Multi-Purpose Cotton Proban Treated Coverall U0478 of the agreed specification
- Qualification Tag U0479 of the agreed specification
- Utility Rescue 50mm Belt U093 of the agreed specification

Fire Investigation

- items of agreed specification

Marine Response

- Wet Suit U0517 of the agreed specification
- Wet Boots U0518 of the agreed specification
- Glove Wet suit U0520 of the agreed specification
- Helmet Swift Water Rescue U0519 of the agreed specification
- Personal Flotation Device (PFD) U0521 of the agreed specification
- Southerly Offshore Jacket U0522 of the agreed specification
- Southerly Offshore Trousers U0523 of the agreed specification
- Smock U0524 of the agreed specification
- Specialist Multi-Purpose Cotton Proban Treated Coverall U0478 of the agreed specification
- Utility Rescue 50mm Belt U093 of the agreed specification
- Qualification Tag U0479 of the agreed specification
- Throw Bag U0526 of the agreed specification
- Karabiner U0527 of the agreed specification
- Anchoring Tap U0528 of the agreed specification
- Hook Type Knife U0529 of the agreed specification
- Single Ball Whistle U0531 of the agreed specification
- WP Gearbag U0532 of the agreed specification
- Sunglasses U0525 of the agreed specification

Specialist Rescue

- Technical Rescue Helmet U0544 of the agreed specification
- Headlamp U0545 of the agreed specification
- Elbow Pad U0548 of the agreed specification
- Carry Bag U0550 of the agreed specification
- Knee Pad U0547 of the agreed specification
- Whistle U0549 of the agreed specification
- Glove U0552 of the agreed specification
- Safety Glasses U0553 of the agreed specification
- Safety Boots U0551 of the agreed specification
- Specialist Multi-Purpose Cotton Proban Treated Coverall U0478 of the agreed specification

Bags

Item	Specification	Career Firefighters and Recruits
PPC Kit bag	agreed specification	2
Day bag	U0272	1
Bedding Bag	agreed specification	1

SCHEDULE 7 - STATION DESIGN GUIDELINES

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

SCHEDULE 8 - FSCC JOB DESCRIPTION

Position: Fire Services Communications Controller
Directorate: Operations Support
Department: Operational Communications
Location: ESTA - Tally Ho East Burwood
Reports To: Manager Operational Communications

FUNCTIONS

- * As the MFESB 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 MFB Communications Standard Operating Procedures (CSOP).
- * Provide advice and direction to the communications centre to ensure any relevant issues not covered by MFB specific CSOP's are actioned.
- * Undertake command and control functions on an as needs basis or as directed by appropriate MFB Commander or Executive Officer.
- * Manage media contact on a daily basis and provide contact advice for specific fires or incidents.
- * Provide liaison between MFB 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 MFB emergency response requirements are met.
- * Monitor MFB 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 MFB 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 MFB 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 MFB 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 MFB Safe Systems

ORGANISATION ENVIRONMENT

Reporting Relationships

Supervisor: MFB - Manager Operational Communications

Lateral: Fire Service Communications Controllers
MFB Operational Personnel

The Metropolitan Fire & Emergency Services Board is the legislated agency responsible for the combating of fires and other emergencies within the Metropolitan Fire District in the State of Victoria.

The Metropolitan Fire & Emergency Services Board is responsible for fire suppression and other community safety initiatives within the Metropolitan Fire District of Melbourne.

ROLE OF EMERGENCY RESPONSE

The role of MFESB 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

MFB Operations
MFB Departments

External

Emergency Services Telecommunications Authority (ESTA)
Alarm Monitoring Companies

Security Monitoring Company relating to SMS for designated MFESB Fire Stations
Mobile Data Service Providers
Motorola or Radio Service provider

QUALIFICATIONS AND EXPERIENCE

Mandatory

Knowledge of MFB 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 MFESB 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 MFESB procedures.

Notification to appropriate personnel of unusual or significant events which may impact on MFB 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 MFB which requires 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 MFB 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 MFB 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 MFB 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 9 - APPLIANCE SCHEDULE
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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 enterprise agreement are the designated specifications and appliances under this schedule
Pumper	Agreed MK - V Pumpers With design, specifications, stowage and use as agreed.
Pumper Tanker	Agreed MK - V Pumper Tankers With design, specifications, stowage and use as agreed.
Water Tanker	Agreed 2003 International ACCO 2350G 4x2 With design, specifications, stowage and use as agreed.
Teleboom	Agreed MK - IV Freightliner and Scania Telebooms 2004 Scania 94G 300 4x2 With design, specifications, stowage and use as agreed.
Ultra Large Pumper	Agreed Ultra Large on Scania Cab Chassis. With design, specifications, stowage and use as agreed.
Ladder Platform	Agreed Ladder Platforms. With design, specifications, stowage and use as agreed.
Rescue	Agreed Heavy Rescue appliance on International cab chassis With design, specifications, stowage and use as agreed.
HAZMAT	Agreed new Scania HAZMAT Appliance agreed in 2014. With design, specifications, stowage and use as agreed.
BA Bus	Agreed new Scania BA Bus appliance agreed in 2014. With design, specifications, stowage and use as agreed.
BA Support	Agreed designated appliance at commencement of agreement With design, specifications, stowage and use as agreed.
Control Unit	2 appliances as at commencement of agreement. With design, specifications, stowage and use as agreed.
Transporters	Agreed Scania Cab Chassis appliances as at time of agreement commencement With design, specifications, stowage and use 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 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	Mercedes-Benz W639 Vito 115 CDI Van 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. Hino 300 Series 816 Classic Tray
Smoke Buster Bus	Agreed Specifications With design, specifications, stowage and use as agreed 2007 Scania P270 4x2
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 Mechanical Loader Pod Technical Recue Flexible Habitat Pod Timber Pod Foam Pod
FIA Utes	Agreed Specifications Ford Rangers or Mitsubishi Triton 4WD With design, specifications, stowage and use as agreed
Wild Fire Utes	Agreed Specifications With design, specifications, stowage and use as agreed Ford Rangers or Mitsubishi Triton
Wild Fire 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 Taughtliner
USAR 3	Agreed Specifications With design, specifications, stowage and use as agreed: Technical Rescue Large box truck
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: Hazmat Ford Ranger Ute
Department Vehicles	Agreed Specifications With design, specifications, stowage and use as agreed: Hazmat Commodore Wagon
Department Vehicles	Agreed Specifications With design, specifications, stowage and use as agreed: Technical Rescue Holden Ute
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	Agreed Specifications With design, specifications, stowage

Plant	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:

SCHEDULE 10 - ACFO POSITION DESCRIPTION

The role of an Assistant Chief Fire Officer in the MFB is two fold;

Part A - Executive Manager of various MFB departments and projects and;

Part B - Senior Operational Emergency Management Executive.

PART A - EXECUTIVE MANAGER ROLE OF ACFO

PRIMARY OBJECTIVES

- Work in accordance with MFB 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 MFB 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 MFB 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 MFB activities and projects.
- Ensure all MFB 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: CEO/CO/Director

Lateral: Other departmental Executive Managers.

Subordinates: Relevant Managers, Commanders, Senior Station Officers, Station Officers and Administration Officers.

MAJOR FOCUS OF POSITION

The Major focus of the position is to:

- Work in accordance with MFB 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 MFB's legislative obligations.
- Enable senior operational influence on MFB 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 MFB 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, MFB firefighters, the community and environment.
- Represent the MFB 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 ACFO plays an intrinsic part in the MFB'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 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 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 MFB 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 an Assistant Chief Fire Officer in the MFESB.
- 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 the MFB as an Executive Operational Fire Service Officer both within Australia and overseas.
- Implement the requirements of the MFB Act and the Emergency Management Act and other Acts with the delegation of the Chief Officer 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 - Chief Officer, Chief Fire Officer and Deputy Chief Fire Officers.

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 MFB Act and the Emergency Management Act and other Acts as required.

Administer the requirements of the MFB Act commensurate with the rank of Assistant Chief Fire Officer.

Administer the requirements of delegations of the Chief Officer 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 the MFB's obligations under the Act.

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 MFB 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 / MFB 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 11 - ACFO - RECOGNITION OF OPERATIONAL FUNCTIONS
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Key Performance Indicators

The parties agree that the role of ACFO (or any equivalent classification that is developed by the employer as a result of the organisation realignment program) is an important executive management position within the organisation essential to the MFB 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 Chief Officer

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 the MFB.
- Maintain a register describing at least four activities per annum which have developed and/or demonstrated leadership skills.



SCHEDULE 12 - EMPLOYEE CLASSIFICATION DESCRIPTIONS

Classification descriptions are as follows:

Recruit to Senior Firefighter Classifications

Employees undertaking Recruit to Senior Firefighter work report to Leading Firefighters or Station Officers and apply knowledge and skills to demonstrate autonomy and limited judgement in structured and stable contexts and within narrow parameters

Within the Recruit to Senior Firefighter classifications employees key duties are to:

- Participate in continuation training and skill acquisition
- Provide a high standard of emergency response, including a proactive approach to risk management, within a professional emergency service
- Work in accordance with MFB Safe Systems

At the recruit classification duties include: undertaking the recruit training course

At the Firefighter Level 1 classification duties include:

Application of knowledge and skills to demonstrate autonomy in highly structured and stable contexts and within narrow parameters, and to the extent that relevant training has been completed the following:

- Prevent Injury
- Respond to urban fire
- Operate breathing apparatus open circuit
- Prepare, maintain and test response equipment
- Operate communications systems and equipment
- Work in a team
- Provide emergency care
- Participate in a rescue operation
- Respond to wildfire
- Check installed fire safety systems
- Participate in community safety activities
- Work safely around aircraft
- Communicate in the workplace
- Protect and preserve incident scene
- Work effectively in a public safety organisation
- Respond to isolated remote structure fire
- Follow defined occupational health and safety policies and procedures
- Maintain safety at an incident site
- Work autonomously
- Respond to aviation incidents (general)

The Firefighter Level 1 classification employees work with a crew of 3 qualified firefighters 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 Firefighter Level 2 classification duties include:

Application of knowledge and skills to demonstrate autonomy in highly structured and stable contexts and within narrow parameters
Further consolidation of Firefighter Level 1 skills

At the Firefighter Level 3 classification duties include:

Application of knowledge and skills to demonstrate autonomy in highly structured and stable contexts and within narrow parameters
Further consolidation of Firefighter Level 2 skills
Render hazardous materials incidents safe
Employ personal protection at a hazardous materials incident
Operate pumps
Drive vehicles under operational conditions
Foster a positive organisation image in the community
Navigate in urban and rural environments

At the Qualified Firefighter classification duties include:

applying knowledge and skills to demonstrate autonomy and limited judgement in structured and stable contexts and within narrow parameters
Further consolidation of Firefighter Level 3 skills and application of such skills at the Qualified Firefighter level
Suppress urban fire
Manage injuries at emergency incidents
Administer oxygen in an emergency situation
Utilise installed fire safety systems
Suppress wildfire

At the Senior Firefighter classification duties include:

applying knowledge and skills to demonstrate autonomy and limited judgement in structured and stable contexts and within narrow parameters
Qualified Firefighter duties

Leading Firefighter

Employees undertaking Leading Firefighter work report to Station Officers and Senior Station Officers and apply knowledge and skills to demonstrate autonomy and judgement and to take limited responsibility in known and stable contexts within established parameters.

Within the Leading Firefighter classification employees key duties are to:

Supervise and co-ordinate personnel to provide a high standard of emergency response within a professional emergency service including risk management.
Be in command and control of the following specific appliances: Transporter, BA Support, District Car, UAV Fireboats 1 & 2 and the Rehab Unit.
Work in accordance with MFB Safe Systems

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 assistant instructing duties (assistant instructor duties)

When applicable fire simulator operation duties

When applicable MLO duties

Station Officer

Employees undertaking Station Officer work report to 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 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 MFB Safe Systems

At the Station Officer classification duties include:

Application of knowledge and skills to demonstrate autonomy, judgement and limited responsibility in known or changing contexts and within established parameters

Leading Firefighter skills utilised at the Station Officer level

Conduct briefings/debriefings

Lead, manage and develop teams

Obtain incident intelligence

Assess building plans

Provide leadership in the workplace

Develop community awareness network

Liaise with the media in the region

Administer workgroup resources

Plan and organise group based delivery

Facilitate group-based delivery

Develop incident control strategies

Manage quality customer service

When applicable instructing duties (instructor duties)

When applicable MLO duties

Senior Station Officer

Employees undertaking Senior Station Officer work report to Commanders and apply knowledge and skills to demonstrate autonomy, judgement and defined responsibility in known or changing contexts and within broad but established parameters.

Within the Senior Station Officer classification employees key duties are to apply knowledge and skills to demonstrate autonomy, judgement and defined responsibility in known or changing contexts and within broad but established parameters and:

Provide leadership and professional management of stations, towards operational readiness and for the provision of efficient and effective service delivery of services at a higher level than Station Officers.

Be in command and control of primary appliances at designated stations

Work in accordance with MFB Safe Systems

At the Senior Station Officer classification duties include:

applying knowledge and skills to demonstrate autonomy, judgement and defined responsibility in known or changing contexts and within broad but established parameters

Station Officer skills utilised at the Senior Station Officer level

Implement and monitor the organisation's occupational health and safety policies, procedures and programs

Manage workplace information

Implement prevention strategies

Manage a multi-team response

Command agency personnel with a multi-agency emergency response

Promote a learning environment in the workplace

Liaise with other organisations

Co-ordinate human resource management activities

Administer cost centre's financial resources

Manage media requirements at major incidents

Identify, analyse and evaluate risk

When applicable senior instructing duties (senior instructor duties)

FSCC

The FSCC classification description is the classification description included at SCHEDULE 8 -.

Commander

The Commander classification is the classification description included at SCHEDULE 5 -.

ACFO

The ACFO classification is the classification description included at SCHEDULE 10 - and the operational functions at SCHEDULE 11 -.

SCHEDULE 13 - SECONDMENT PROGRAM

On the commencement of this Agreement and on 1 September of each year this Agreement is in operation, the CFA and MFB, in agreement with the UFU, will offer the agreed secondment program training for 12 CFA career firefighters and 12 MFB career firefighters.

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

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

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

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

The agreed secondment program training is attached at SCHEDULE 14 -.

The MFB shall follow the Secondment Agreement as attached in SCHEDULE 14 -.

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

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

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

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

- The vacant position will be filled by secondment for no longer than 2 years;
- Secondment will only be into positions that hold the rank of Leading Firefighter, Station Officer or above;
- The person seconded into the position (the secondee) must be from the CFA.

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

The agreed secondment training is attached at SCHEDULE 14 -.

The MFB shall follow the Secondment Agreement as attached in SCHEDULE 14 -.

SCHEDULE 14 - SECONDMENT AGREEMENT AND TRAINING

The agreement on secondment opportunities are below and are to be read in conjunction with clause 41 and schedule 14:

Purpose

The secondment program between CFA and MFB has been developed to enhance interoperability and understanding between agencies. This is an agreed policy between CFA and MFB and outlines the process and management of the secondment program.

The intent of the policy is that no employee will be disadvantaged. Provide the most effective and efficient way to manage the secondment program for both the employee and employer. Enhance interoperability and understanding between agencies.

Definitions

Permanent employer means the organisation where the employee's ongoing employment contract remains.

Secondee means a CFA or MFB employee participating in the secondment program.

Secondment or host employer means the organisation hosting an employee on the secondment program.

1. Recruitment & Selection

Expression of interest will be sought for an initial 12 month period for secondment to specific CFA and MFB positions and / or locations.

1.1.

1.2. The specific number, rank and location of 'secondment' positions will be determined and agreed between the CFA and MFB prior to the commencement of each secondment program. The initial secondment program will be targeted at 12 secondees for each agency.

The secondment of employees between the CFA and MFB is to be on a reciprocal basis and preference that a secondee be at an equivalent rank.

Application Process

1.3. The CFA and MFB will advertise the secondment positions across 2 roster periods to ensure all eligible employees have an opportunity to consider participation.

1.4. During the advertisement period the CFA and MFB will conduct information briefing sessions. Attendance at these briefing sessions will be on a voluntary basis at no cost to either agency.

1.5. Employees who wish to participate in the secondment program shall submit a:

- cover letter addressing key selection criteria and their preferred work location(s);
- current resume which sets out the applicants qualifications, skills and experience; and
- written reference from a immediate manager endorsing the employee's participation in the secondment program.

Selection Process

- 1.6. A cross agency selection panel will be convened to review and select applicants to participate in the secondment program.
- 1.7. The selection panel shall be comprised of one:
 - CFA representative;
 - MFB representative; and
 - EMV representative.

Where required input from the relevant HR department can be obtained.

- 1.8. A CFA and MFB representative liaison officer nominated by the respective agencies Chief Fire Officer may assist the selection panel and the administration of the secondment program.
- 1.9. The panel will oversee the selection for both secondments within CFA and MFB.
- 1.10. Applicants who complete all applicable selection processes and meet all of the selection criteria may be eligible for a secondment with the CFA and MFB.
- 1.11. The CFA and MFB reserve the right not to make an appointment to a secondment position in the case where there is more applicants than positions.
- 1.12. Appointment to a secondment position will not affect the employee's ongoing employment with their permanent employer. Unless otherwise agreed, the position vacated by the employee should be the position to which they will return at the end of the secondment period. The vacated position may only be filled on a fixed term basis to a date no later than the last day of the secondment period.

2. Secondment Administration

- 2.1. A secondee will be paid by the host agency.
- 2.2. The terms and conditions of the secondee will be in line with the host agency's enterprise agreement, except for secondees to the MFB, who will receive the relocation provisions from the host agency as outlined in section 3 of this policy.
- 2.3. Any negative variation to the normal weekly salary of a secondee whilst in the employ of the host agency, will be made up by the host agency. The term 'normal weekly salary' relates to the regular wage (including pre secondment allowances that are regular and ongoing) that a secondee receives from their permanent employer.
- 2.4. This process and payment should occur in a timely manner, no later than a month.
- 2.5. The agencies HR/Payroll Departments will work closely to assist in a seamless transition for the secondees into and out of the Secondment Program.
- 2.6.

3. Relocation Provisions

3.1. Relocation Eligibility

Secondment program relocation assistance is available to secondees who elect to relocate where the secondment appointment location is 100kms or greater away from their current home

location. A copy of the rental agreement is required to be supplied to the employer to determine eligibility.

Secondees are only eligible to claim furniture removal, reconnection fees, relocation assistance leave and the disturbance allowance once per the secondment appointment.

3.2. Rental Expenses

Reimbursement of rental expenses will be paid to eligible employees on the secondment program. Eligible secondees are available to claim up to \$400 per week. Housing above this will be reviewed on a case-by-case basis and determined by the host employer. Genuine consideration above the amount detailed will be given by the host employer. Securing rental housing is the responsibility of the secondee. Reimbursement of rental expenses will be either directly paid or reimbursed to eligible employees.

3.3. Furniture Removal

Furniture removal and relocation costs will be reimbursed up to \$5,000.

Where the replacement value of contents exceeds \$100,000 notification must be given to the Insurance Claims Coordinator prior to the removal.

The insurance policy excludes loss or damage to cameras, glasses, jewellery, trinkets, precious stones, furs, deeds, stamps, money, groceries, foodstuffs and liquor. The policy is also limited to a maximum of 15% of the total sum insured for any one item.

In the event of a claim, any loss or damage must be reported to the Insurance Claims Coordinator as soon as the loss or damage is detected.

3.4. Reconnection Fees

Standard utility connection or reconnection fees for electricity, gas, water and telephone services will be reimbursed.

Costs incurred outside standard utility reconnection fees will not be covered.

3.5. Relocation Assistance Leave

Relocation Assistance Leave of up to 5 days may be approved at the discretion of the relevant ACO to:

- Assist employees to source a residence at the new work location;
- Coordinate school arrangements for children;
- Complete packing, moving and unpacking of furniture and household effects.

The ACO may approve additional Relocation Assistance Leave based on individual circumstances.

3.6. Disturbance Allowance

A Disturbance Allowance of \$1,000 will be paid to compensate for the disturbance factors associated with relocation. This allowance is to assist with accommodation and meal expenses when visiting the new locality to source housing.

This allowance is subject to Pay As You Go (PAYG) withholding tax.

If receipts are provided, the relevant portion of the \$1,000 will be considered a reimbursement and will therefore not be subject to PAYG withholding tax. over one month on a case by case basis, where supporting evidence is provided

3.7. Temporary Accommodation

The intent of this process is to support secondees who are unable to secure housing prior to the commencement of the secondment program. Temporary accommodation may be secured because a suitable rental property is not immediately available at the new work location. Eligible secondees will be either reimbursed or will have temporary accommodation directly paid for an initial period up to 1 month. The employer will consider reimbursement of temporary accommodation over one month on a case by case basis, where supporting evidence is provided

Temporary accommodation includes but is not limited to: holiday type accommodation, hotel/motel; residing in accommodation for a fee but not subject to a residential tenancy agreement (unless residential tenancy agreement is for up to 1 month). Payment will not be unreasonably withheld.

3.8. Travel Expenses

Reasonable accommodation, meal expenses and travel expenses will be paid for an employee and their immediate family for one trip when visiting the new work location to source housing. Additional trips may be supported at the discretion of the host employer. Prior approval for more than one trip is required from the employer.

4. Other

Deployment of Secondee

- 4.1. A secondee to CFA will have an appointed home location and will not be eligible to transfer within CFA.
- 4.2. A secondee to MFB will be appointed in accordance with the rostering arrangements that are applicable to MFB employees.
- 4.3. The secondment program doesn't prevent secondees applying for permanent transfer or promotion with their permanent employer, as long as the 12 month minimum requirement for a secondee is fulfilled.
- 4.4. CFA and MFB may provide where practicable a development opportunity at another CFA/MFB location for a 28 day duration within the 12 months.

Training & Development

- 4.5. CFA/MFB will provide to successful secondees development opportunities at times determined by CFA/MFB. Development opportunity plans would be developed between OIC and secondee upon commencement. Development opportunities will not be unreasonably withheld.
- 4.6. To ensure no disadvantage, a secondee would be released from duty to attend promotional programs provided by their permanent employer where appropriate.

Management of Secondee

- 4.7. The secondee must adhere to secondment employers code of conduct, behavioural, equity and diversity policies.

- 4.8. The management of any disciplinary action or performance management issues that arise will be the responsibility of the permanent employer, in consultation with the host employer and the UFU.

Attending Consultation and Union Meetings

- 4.9. Secondees who have employee representative duties will be facilitated throughout their secondment.

5. Conclusion of the Secondment

- 5.1. Prior to the conclusion of the 12 month fixed term appointment the parties to the secondment policy [CFA/MFB/EMV/Secondee] have three options to consider;

- 5.1.1. Return to MFB/CFA [end secondment period]

- 5.1.2. Extend secondment for an additional 6 -12 months by agreement between the parties

- 5.1.3. A secondee may apply for permanent employment in the host agency. Such permanent employment may be considered on a case by case basis and approval will not be unreasonably withheld.

- 5.2. To ensure continuous improvement, there will be an exit interview conducted by the respective liaison officer.

This policy adopts a different approach from the secondment program developed in 2011. The policy consists of a more streamlined and efficient for both the employee and employer and fulfils the enhancement of interoperability and understanding between agencies.

CFA (LFF & SO) Secondment Conversion Course

	8:30	9:30	10:30	11:30	12:30	13:30	14:30	15:30	16:30
Monday Week 1	Welcome to the course	Intro to course content and outcomes, Site induction	Wildfire 3	Wildfire 3	Lunch	Wildfire 3	Wildfire 3	Wildfire 3	Wildfire 3
Tuesday Week 1	Fire Weather	Fire Weather	Fire Weather	Fire Weather	Lunch	Fire Weather	Fire Weather	Fire Weather	Fire Weather
Wednesday Week 1	Fire Weather	Fire Weather	Fire Weather	Fire Weather	Lunch	Fire Weather	Fire Weather	Fire Weather	Fire Weather
Thursday Week 1	Wildfire 3	Wildfire 3	Wildfire 3	Wildfire 3	Lunch	Wildfire 3	Wildfire 3	Wildfire 3	Wildfire 3
Friday Week 1	Wildfire 3	Wildfire 3	Wildfire 3	Wildfire 3	Lunch	Finish	Finish	Finish	Finish
Monday Week 2	8:30	9:30	10:30	11:30:00	12:30	13:30	14:30	15:30	16:30
Tuesday Week 2	Uniform Fitting	Uniform Fitting	Uniform Fitting	Uniform Fitting	Lunch	Uniform Fitting	Uniform Fitting	Uniform Fitting	Uniform Fitting
Wednesday Week 2	CFA Organisation - Structure and History - The roles and responsibilities of CFA, The Organisational Structure under which CFA Operates, Rank Structure - Volunteers and Staff	CFA Organisation - Structure and History - The roles and responsibilities of CFA, The Organisational Structure under which CFA Operates, Rank Structure - Volunteers and Staff	CFA Organisation - Structure and History - The roles and responsibilities of CFA, The Organisational Structure under which CFA Operates, Rank Structure - Volunteers and Staff	CFA Organisation - Structure and History - The roles and responsibilities of CFA, The Organisational Structure under which CFA Operates, Rank Structure - Volunteers and Staff	Lunch	CFA Organisation - Structure and History - The roles and responsibilities of CFA, The Organisational Structure under which CFA Operates, Rank Structure - Volunteers and Staff	CFA Organisation - Structure and History - The roles and responsibilities of CFA, The Organisational Structure under which CFA Operates, Rank Structure - Volunteers and Staff	CFA Organisation - Structure and History - The roles and responsibilities of CFA, The Organisational Structure under which CFA Operates, Rank Structure - Volunteers and Staff	CFA Organisation - Structure and History - The roles and responsibilities of CFA, The Organisational Structure under which CFA Operates, Rank Structure - Volunteers and Staff
Thursday Week 2	CFA Legislation	CFA Legislation	CFA Legislation	CFA Legislation	Lunch	CFA Legislation	CFA Legislation	CFA Legislation	CFA Legislation
Friday Week 2	CFA EBA/Intranet	CFA EBA/Intranet	CFA EBA/Intranet	CFA EBA/Intranet	Lunch	CFA EBA/Intranet	CFA EBA/Intranet	CFA EBA/Intranet	CFA EBA/Intranet
Monday Week 3	Wildfire TEWT	Wildfire TEWT	Wildfire TEWT	Wildfire TEWT	Lunch	Wellbeing Session	Wellbeing Session	Wellbeing Session	Wellbeing Session
Tuesday Week 3	8:30	9:30	10:30	11:30	12:30	13:30	14:30	15:30	16:30
Wednesday Week 3	Specialist Appliances	Specialist Appliances	Specialist Appliances	Specialist Appliances	Lunch	Specialist Appliances	Specialist Appliances	Specialist Appliances	Specialist Appliances
Thursday Week 3	Driving/Pumping	Driving/Pumping	Driving/Pumping	Driving/Pumping	Lunch	Driving/Pumping	Driving/Pumping	Driving/Pumping	Driving/Pumping
Friday Week 3	Driving/Pumping	Driving/Pumping	Driving/Pumping	Driving/Pumping	Lunch	Driving/Pumping	Driving/Pumping	Driving/Pumping	Driving/Pumping
Monday 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	VICFire/Assignment Areas, Escalation tables	VICFire/Assignment Areas, Escalation tables
Tuesday Week 3	Area Familiarisation	Area Familiarisation	Area Familiarisation	Area Familiarisation	Lunch	Area Familiarisation	Area Familiarisation	Area Familiarisation	Area Familiarisation
Wednesday Week 3	Area Familiarisation	Area Familiarisation	Area Familiarisation	Area Familiarisation	Lunch	Area Familiarisation	Area Familiarisation	Area Familiarisation	Area Familiarisation
Thursday Week 3	Area Familiarisation	Area Familiarisation	Area Familiarisation	Area Familiarisation	Lunch	Area Familiarisation	Area Familiarisation	Area Familiarisation	Area Familiarisation
Friday Week 3	Area Familiarisation	Area Familiarisation	Area Familiarisation	Area Familiarisation	Lunch	Area Familiarisation	Area Familiarisation	Area Familiarisation	Area Familiarisation

**MFB (LFF & SO) Secondment Conversion Course
Week 1**

	Monday	Tuesday	Wednesday	Thursday	Friday
8:00	Program induction ACFO Coordinator other	Welcome CEO/CO Other Dignitaries	MkV Pumper MkV Pump/Tank Overview of appliances Overview of capacity	Practical Review Mk V Foam simulation	Station Administration Firecom REll Shift changes Time sheets Petty cash Standby's/Recalls
9:00					
10:00	Morning Tea	Morning Tea	Morning Tea	Morning Tea	Morning Tea
10:15	Training College induction Locker Computers FOBS Facilities	Administration Introduction to: Computers/Intranet Policy Library	Practical	Practical	
11:00					
12:00	Lunch	Lunch	Lunch	Lunch	Lunch
13:00	PPC Station Wear Clean/Dirty areas Uniform fitting	Organisational awareness Corporate Structure Regulations and policies	Practical	MFB Appliances (specialist) View and give out hand out material	AIRS2
14:00					
14:30	Afternoon Tea	Afternoon Tea	Afternoon Tea	Afternoon Tea	Afternoon Tea
14:45	Other requirements	H/R functions Workplace behaviour EMR	Practical	MFB Appliances Capabilities Uses PODS	Alarm Assessment
16:00					

Week 2

	Monday	Tuesday	Wednesday	Thursday	Friday
8:00	Program forum Review of previous week	Breathing Apparatus Theory Procedures	Review BA Practical	Major infrastructure High rise Visit high rise building Look at fire safety systems	Review FIA Driving Department Peer Group
9:00	GARS			(SO Bob Hedington)	
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	AIMS	Breathing Apparatus Practical	Major Infrastructure Citylink Visit	Major Infrastructure MURL Visit	Major hazards facility Community Safety Educational Programs
14:00					
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					

	Monday	Tuesday	Wednesday	Thursday	Friday
8:00	Week-2 Review 1 Hr. Legend ■ Intro/Induction Admin	MMR Radios Procedure: ■ Station Visit Use Wordbooks etc Brigade Terminology FSCC	Roles and Responsibilities Off-site visit Departmental LFF SO SSO Commander	Station Administration (all day) Requisitions Occurrence Book Sick & absent Medical Certification Dry cleaning	QRae Personal gas detector
9:00	Emergency Management Department MFB Display Visit to No. 10 Station				
10:00	Morning Tea	Morning Tea	Morning Tea	Morning Tea	Morning Tea
10:15	MFB Display HART Trench Rescue Heavy Rescue Confined Space USAR	MMR Radios (SO Darren Williams)	Aircraft/Airport Procedures Ships, Docks and Ports Inland waters	Station Administration	Tac Stick
11:00	Visit to No. 10 Station				
12:00	Lunch	Lunch	Lunch	Lunch	Lunch
13:00	WER Visit No.2 Stn and visit to North Wharf	FSCC	Visit Melbourne Airport Docks	Station Administration	Practical (Review)
14:00					
14:30	Afternoon Tea	Afternoon Tea	Afternoon Tea	Afternoon Tea	Afternoon Tea
14:45	Hazmat Decon, Procedures Scientific Officer	FSCC	Visit Melbourne Airport Docks	Station Administration	Practical (Review)
16:00					
Week 3					

SCHEDULE 15 - GARS

GREATER ALARM RESPONSE

ALARM/TYPE	1st ALARM	2nd ALARM	3rd ALARM	4th ALARM	5th ALARM
STRUCTURE FIRE	3 Primary Appliances 1 Primary Appliance (BA Stage 1)	4 Primary Appliances 1 Teleboom 1 Rescue Unit 1 Commander	6 Primary Appliances 1 Teleboom 1 Rescue Unit 1 Ladder Platform 1 BA Unit 1 Control Unit 3 Commanders 1 Duty Officer	12 Primary Appliances 1 Teleboom 1 Rescue Unit 2 Ladder Platforms 1 BA Unit 1 Control Unit 1 Ultra Large Pump 1 Hose Layer Pod 4 Commanders 1 Duty Officer 1 Duty Officer to ECC 1 Commander to ECC	16 Primary Appliances 1 Teleboom 1 Rescue Unit 3 Ladder Platforms 1 BA Unit 1 Control Unit 1 Ultra Large Pump 1 Hose Layer Pod 4 Commanders 3 Duty Officers 1* Duty Officer to ECC 1* Commander to ECC
NON STRUCTURE FIRE	2 Primary Appliances	3 Primary Appliances 1 W/Tanker/P/Tanker 2 Commanders	7 Primary Appliances 2 W/Tankers/P/Tankers 1 Control Unit 3 Commanders 1 Duty Officer	9 Primary Appliances 3 W/Tankers/P/Tankers 1 Control Unit 3 Commanders 1 Duty Officer	11 Primary Appliances 4 W/Tankers/P/Tankers 1 Control Unit 4 Commanders 3 Duty Officers 1* Duty Officer to ECC 1* Commander to ECC
HAZMAT	2 Primary Appliances 1 (Primary Appliance for Porc/Washways)	3 Primary Appliances 1 Primary No. 28 STN 1 BA Unit 1 Hazmat Unit 2 Commanders 1 Control Unit	5 Primary Appliances 1 Primary No. 28 STN 1 BA Unit 1 Hazmat Unit 1 Control Unit 3 Commanders 1 Duty Officer	7 Primary Appliances 1 Primary No. 28 STN 1 BA Unit 1 Hazmat Unit 1 Control Unit 1 Hazmat Support Pod 1 Rescue Unit 3 Commanders 2 Duty Officers	9 Primary Appliances 1 Primary No. 28 STN 1 BA Unit 1 Hazmat Unit 1 Control Unit 1 Hazmat Support Pod 1 Rescue Unit 4 Commanders 3 Duty Officers 1* Duty Officer to ECC 1* Commander to ECC
EMR	1 Primary Appliance				
SALVAGE/RESCUE	1 Primary Appliance 1 Rescue	3 Primary Appliances 1 Rescue Unit 1 Heavy Rescue Pod 2 Commanders	6 Primary Appliances 2 Rescue Units 1 Heavy Rescue Pod 1 Control Unit 2 Commanders 1 Duty Officer	8 Primary Appliances 2 Rescue Units 1 Heavy Rescue Pod 1 Control Unit 3 Commanders 2 Duty Officers	10 Primary Appliances 3 Rescue Units 1 Heavy Rescue Pod 1 Control Unit 4 Commanders 3 Duty Officers 1* Duty Officer to ECC 1* Commander to ECC
TRENCH	1 Primary Appliance 1 Rescue	3 Primary Appliances 1 Primary No. 10 Stn 1 Rescue Unit 1 Heavy Rescue Pod 1 Control Unit 2 Commanders	6 Primary Appliances 1 Primary No. 10 Stn 1 Rescue Unit 1 Heavy Rescue Pod 1 Control Unit 2 Commanders 1 Duty Officer	7 Primary Appliances 1 Primary No. 10 Stn 1 Rescue Unit 1 Heavy Rescue Pod 1 Control Unit 3 Commanders 2 Duty Officers	9 Primary Appliances 1 Primary No. 10 Stn 2 Rescue Units 1 Heavy Rescue Pod 1 Control Unit 4 Commanders 3 Duty Officers 1* Duty Officer to ECC 1* Commander to ECC
HART	1 Primary Appliance 1 Rescue	3 Primary Appliances 1 Primary No. 10 Stn 1 Rescue Unit 1 HART Pod 1 Control Unit 2 Commanders	6 Primary Appliances 1 Primary No. 10 Stn 1 Rescue Unit 1 HART Pod 1 Control Unit 2 Commanders 1 Duty Officer	7 Primary Appliances 1 Primary No. 10 Stn 1 Rescue Unit 1 HART Pod 1 Control Unit 3 Commanders 2 Duty Officers	9 Primary Appliances 1 Primary No. 10 Stn 2 Rescue Units 1 HART Pod 1 Control Unit 4 Commanders 3 Duty Officers 1* Duty Officer to ECC 1* Commander to ECC
USAR	1 Primary Appliance 1 Rescue	3 Primary Appliances 1 Primary No. 10 Stn 1 Rescue Unit 1 USAR Pod 1 Heavy Rescue Pod 1 Control Unit 2 Commanders	6 Primary Appliances 1 Primary No. 10 Stn 1 Rescue Unit 1 USAR Pod 1 Heavy Rescue Pod 1 Control Unit 2 Commanders 1 Duty Officer	7 Primary Appliances 1 Primary No. 10 Stn 1 Rescue Unit 1 USAR Pod 1 Heavy Rescue Pod 1 Control Unit 3 Commanders 2 Duty Officers	9 Primary Appliances 1 Primary No. 10 Stn 2 Rescue Units 1 USAR Pod 1 Heavy Rescue Pod 1 Control Unit 4 Commanders 3 Duty Officers 1* Duty Officer to ECC 1* Commander to ECC

Notes

1. This matrix does not prevent an Incident Controller requesting specific items/appliances/personnel should they be required.
2. An additional Primary will be responded automatically on the receipt of a Workback of Structure Fire Under Control BA stage 1 in operation.
3. A Senior Station Officer is to be responded to all second alarm Structure Fires.
4. All subsequent alarms will be made up at the rate of 4 primary appliances for Structure and Non Structure Fires.
5. Six appliance response to Exchange calls for structure fires in CBD.
6. Three appliance response to Automatic Alarms in CBD (Rescue to Full Sprinkler Calls).
7. * Asterisk in 5th Alarm categories denotes - 1 Duty Officer of the 3 Duty Officers listed responds to the ECC 1 Commander of the 4 Commanders listed responds to the ECC.

P376 - 1/12

SCHEDULE 16 - RECEP TRANSITIONING TO RECEO

Note: The MFB are currently moving towards changing RECEP to RECEO. Once implemented, the change to RECEO and the agreed document will replace the document below.

RECEP

Prior to commencing any firefighting operations, you must consider and act on the following

Size up and estimate of the situation (*refer Ch.8 - Evaluation*)

- *Rescue*
- *Exposures*
- *Confinement*
- *Extinguishment*
- *Fire Duty*

Everyone knows it, and everyone has used 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 their injuries and concentrate on the 'loudest'. So, how do we know who to go 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. This 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 fire area, after initial fire control, ventilation, and interior fighting 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 minimising 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:

- *Recognising potential areas of spread and taking action to deal with them:*
 - *constructing fire breaks*
 - *removing 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 confine 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 smolder 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 17 - MFB 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. Those 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 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 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, dust 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, HG174, lally 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 task, whether you are the first Leading Firefighter on-scene, or the Chief Executive Officer.

SCHEDULE 18 - MFB BREATHING APPARATUS PROCEDURES

Chapter 3

**Breathing Apparatus (BA)
Operational Procedures**

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Chapter 3

Breathing Apparatus Operational Procedures

Introduction

The purpose of the Breathing Apparatus (BA) is to make it possible for personnel to work in an unbreathable atmosphere. This chapter outlines the Operational Procedures that relates to the use of Open Circuit Breathing Apparatus.

Responsibility

Officer-in-Charge

The Officer-in-Charge (OIC) is responsible for ensuring that Firefighters and all other personnel who enter a hazardous atmosphere are properly protected.

Firefighter

All Firefighters are to ensure their own safety. Where there is a hazardous atmosphere risk, Firefighters need not wait for an order from the Incident Controller to use BA and/or other respiratory protection.

When to wear BA

Breathing Apparatus is to be donned at any alarm of fire or hazardous incident prior to investigation of the call.

The OIC, after assessing the risk, will determine whether BA will be used by the crew members. The OIC will also determine when BA is no longer required.

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 breathing apparatus. The BA entry point initially may or may not be supervised.

Duties of BA wearer (Stage 1 and 2)

The duties of the BA wearer are as follows:

- Remove tally from BA and place on tally board on each entry to the incident.
- Ensure 'Time in' details entered on the BA tally board.
- Ensure personal radio communication is utilised.
- Maintain check on BA for time out/low-air.
- Return tally to BA on completion of operation.
- Report to the BA service after collecting tallies from the BA entry (if one is in operation).

Duties of the Incident Controller

The duties of the Incident Controller are as follows:

- Communicate Stage 1 BA 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

Stage 2 procedures shall be instituted for all fires and incidents where BA38 is in attendance, or where the Incident Controller determines that BA operations may be over a protracted period, under severe conditions or will involve the use of a number of BA operators. BA Stage 2 shall not be instigated unless BA38 is on scene.

The OIC will implement Stage 2 procedures.

- Attendance of BA38 will be requested (if not already in attendance).
- The Breathing Apparatus Officer (BAO) will 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 demands more than one (1) entry point, a BA entry is to be established for each point of entry.
- Each BA entry should be identified in a distinctive way, e.g. BA Entry Sector 1.
- Each BA entry will be provided with a tally board to which will be attached the tallies of all BA operators operating from that point. The following additional information is to be recorded on the board in respect to each tally:
 - low-air / time of whistle
 - location of teams
- Each BA wearer is to hand their tally to the person in charge of BA entry before making any entry, and is to collect it on leaving.
- The tallies of Firefighters who may already be at work under Stage 1 procedure are to be transferred to the appropriate BA entry tally board by the person who was previously in charge. That person will then hand over responsibilities as directed.

 **NOTE:** The Emergency Signal Unit must be set up at all Stage 2 incidents/fires.

Duties of Breathing Apparatus Officer (BAO)

The duties of the BAO are as follows.

- To supervise BA service, entry points and all BA requirements.
- Set up the Emergency Signal Unit (ESU).
- To have available an adequate number of Firefighters dressed in BA as reliefs, and to order them to the appropriate BA entry in time to enable those points to carry out their responsibilities.
- To liaise with BA entry, BA service.
- To liaise with the Incident Controller and Operations Officer on BA strategies and tactics and send periodic reports to the IMT.

Duties of BA entry

The duties of the person in charge of BA entry are as follows:

- To ensure the BA entry point has a tally board and the tallies of BA operators operating from that point.
- To ensure that Firefighters are relieved at the appropriate time according to the record.
- To have sufficient Firefighters standing by for relief purposes throughout the time the BA entry is operating.
- To have at least two (2) Firefighters standing by dressed in BA for emergency purposes.
- To initiate emergency measures when necessary, e.g. Firefighters failing to report when due out.
- Send periodic reports to the BAO indicating the number of BA in use, personal requirements.

A BA service facility is to be set up at the most convenient site for easy access and communication with all BA entry points.



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.

Duties of BA service

The duties of BA service are as follows:

- To 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 BAO.

When BA operators withdraw, after collecting their tallies from the BA entry, they must report to the BA service (if one is in operation).

Change of shift procedures for BA Operators

It shall be the duty of the Firefighters at change of shift to perform the following tasks:

- Carry out general checks of BA.
- Record relevant information on the tallies (name of wearer, station number and cylinder pressure).
- Check that tally board is in order and available for use (clock and chinagraph pencil).
- Check time on tally board corresponds with time on Station Turn Out (STO) system in the watchroom, make necessary adjustments to tally board clock if required.
- Check that personal lines and guidelines are available.
- Report result of check to Officer-in-Charge.

Duties of BA Operators

The duties to be followed by BA Operators are as follows:

- BA must be donned in fresh air.
- Ensure personal radios are on the designated fireground channel.
- Remove the tally from the Bodyguard Unit.
- BA Operators are not to enter a building without depositing their tallies at a BA entry.
- BA Operators are to work in teams of at least two (2).
- When the cylinder pressure gauge of the BA, worn by a member of a team, reaches a pre-determined level at which the Operator is required to withdraw, or the cylinder low-air warning signal operates, the Operator must come out accompanied by at least one (1) other member of the team.
- When the Distress Signal Unit (DSU) is sounded, all persons hearing the signal will proceed toward the sound of the signal. Rendering assistance is to take precedence over the work in hand.
- Guidelines are to be used only on the instruction of the OIC.
- On the operation of the evacuation alarm, all crews will withdraw immediately.
- The operation of the Emergency Signal Unit or vehicle air horn will continue to operate until evacuation is complete or as deemed necessary.
- On leaving they must report to the BA entry and collect their tallies. There must be a separate record for each re-entry.

SCHEDULE 19 - CONDUCT RESOLUTION

CONDUCT RESOLUTION CLAUSE:

1.A INTRODUCTION

1. GENERAL MATTERS

1.1 Procedural Fairness

The processes and steps set out in this clause will be followed in accordance with the principles of procedural fairness. Those principles include but are not limited to:

- 1.1.1A An Employee is entitled to be represented by the UFU or another person of their choice at any stage of the processes and steps set out in this clause.
- 1.1.1B The employee is entitled to a fair opportunity to respond to allegations.
- 1.1.1 The employer will clearly express proper reason(s) for raising a concern(s) regarding an employee's performance and/or conduct (including its effect on the safety and welfare of other employees or the community).
- 1.1.2 The employee will be notified of misconduct concern(s) and reason(s).
- 1.1.3 The employee will be given an opportunity to respond to the concern (s) and any reason(s) provided by the employer related to the alleged concern regarding an employee's performance and/or conduct.
- 1.1.4 The employee will be given an opportunity to have a support person and/or a representative present to assist at any discussions.
- 1.1.5 At every stage of the processes and steps outlined in this clause, the employee will have a right to have his or her position recorded in writing.

1.2 General Principles

The application of this clause will be in accordance with the following principles:

- 1.2.1 Advising the Employee regarding the purpose of any meetings
- 1.2.2 Providing the Employee with particulars of the informal and formal process and steps to be followed
- 1.2.3 Providing a reasonable opportunity for the Employee to seek advice from the Union or a representative of their choice before the process commences

- 1.2.4 Clearly expressing to the employee proper reason(s) for raising a concern(s) regarding the employee's conduct in writing
- 1.2.5 Providing the Employee, with an opportunity to respond to all allegations made by the employer related to the alleged concerns
- 1.2.6 Providing the employee, if they elect at any and every step of the process to have his or her responses recorded in writing
- 1.2.7 Providing the Employee with an opportunity to have a representative present to assist at any discussions
- 1.2.8 Allowing the Employee a fair opportunity to provide details and evidence of any mitigating circumstances
- 1.2.9 There will be no inordinate delay in all matters processed in accordance with this clause,
- 1.2.10 The employer must provide full and proper reasons in writing at the time of making decisions that affect the employee
- 1.2.11 The employee will be provided with details of all acts, facts, matters, things and circumstances in respect of any allegations including all documentation, so as the employee is in the best position to answer any allegations levelled at him/her
- 1.2.12 Supporting evidence directly related to the dispute in question, including, exculpatory evidence and information arising from any investigation will not be withheld from the employee and/or representative, unreasonably.

1.3 Transformative Justice and Mutual Resolution

1.3.1

- A) It is acknowledged that there is a considerable amount of public money invested in training and developing a firefighter as such the concept of transformative justice shall apply.
- B) The processes and steps set out in this clause shall be applied in accordance with , and having primary regard to, the concept of "transformative justice".
- C) The core aim of "*transformative justice*" is an approach that focuses on appropriate action to support the parties to address and restore conduct and transform the parties to future best practice conduct.
- D) As part of transformative justice, some outcomes, agreed by the parties might include education, training and other agreed forms of support and/or assistance.

- 1.3.2 During the processes set out in this clause, the CEO or employer delegate, the employee or the employee's representative may elect to have the matter referred to an independent mediator to facilitate and endeavour to mutually settle the matter through mediation. This opportunity is provided for in Step 2 of the process, Clause 3.5.2, but

where the parties involved agree, the opportunity may be invoked throughout the steps set out in clause 3.5.3 and 3.5.4 of the process. Mediations will be in confidence and without prejudice to proceedings arising if mutual resolution is not settled.

1.3.3 In addition to the provisions of clause 1.3.1 and 1.3.2, a specific transformative justice step is included in the processes set out in clause 3.5.2 as step 2 in the processes under this clause.

1.3.4 All parties involved in the processes set out in this clause (Conduct Resolution Clause) must maintain the privacy and confidentiality of the processes.

2. ASSESSMENT

2.1 When a matter is brought to the attention of the employer, it will assess the allegations based on the evidence, nature and seriousness of the allegations. Such assessment will be conducted with impartiality and fairness.

2.2 The employer will assess:

2.2.1 whether there is sufficient information to determine that the allegations, if proven, would constitute misconduct (including serious misconduct); and

2.2.2 where there is sufficient information, whether to proceed in accordance with the process set out in sub clause 3;

2.2.3 where there is insufficient information, whether further information should be sought through internal or external investigation conducted to inform the employer on the allegations.

2.3 There may be occasions where there is sufficient information but the employer determines that there is no basis to continue with the matter.

2.4 The assessment is not a determination on the allegations.

3. MANAGEMENT OF MISCONDUCT

3.1 The purpose of this Conduct Resolution clause is to establish procedures for addressing and resolving alleged misconduct of Employees.

3.2 Application:

3.2.1 Action taken by the employer in relation to misconduct will be in accordance with this clause.

3.3 Meaning of misconduct under this clause (Conduct Resolution Clause):

3.3.1 For the purposes of this clause, misconduct means:

3.3.1(a) disgraceful conduct in a professional capacity;

- 3.3.1(b) a substantial and serious breach of safety procedures;
- 3.3.1(c) serious and/or repeated breaches of published standard procedures;
- 3.3.1(d) an Employee making improper use of his or her position for personal financial gain;
- 3.3.1(e) an Employee making improper use of information acquired by him or her by virtue of his or her position to gain personally, or for anyone else, financial benefits; or
- 3.3.1(f) work related theft, assault or criminal conduct.

3.3A Meaning of serious misconduct

3.3A.1 For the purpose of this clause, serious misconduct by an employee is:

- 3.3A.1(a) wilful and/or deliberate behaviour which results in a serious contravention of 3.3.1; and/or
- 3.3A.1(b) negligent discharge of his or her duties; and/or
- 3.3A.1(c) a repeat of misconduct which has been subject to 3 or more conduct resolution actions which have all been documented and which all were determined within the previous 12 month periods.

3.4 Admissions by Employee:

- 3.4.1 The Employee may at any stage elect to admit the alleged misconduct.
- 3.4.2 If the Employee admits the alleged misconduct, the employer will proceed immediately to the determination of the misconduct outcome at the procedural step at which is matter is currently at, being either clauses 3.5.2, 3.5.3 or 3.5.4.

3.5 Procedural Steps

Allegations of Misconduct or Serious Misconduct will be addressed and resolved by sequentially following the procedural steps under this sub clause. Only where the parties have comprehensively attempted to complete a step may the subsequent step be followed.

3.5.1 Informal Resolution – Step 1

- 3.5.1.1 The employer will meet with the employee and his or her representative to outline the alleged misconduct and attempt to mutually settle the matter. The employer will provide the employee with a written statement with particulars of the alleged misconduct. The statement will be confidential and will not form any part of the employee's record under this clause or otherwise. All meetings and documents under this step will be in confidence and without

prejudice to proceedings arriving if mutual resolution is not settled.

3.5.1.2 There will be no formal outcome of informal resolution recorded in the employer's record systems.

3.5.1.3 Where the parties have genuinely attempted informal resolution, either party may refer the matter to step 2.

3.5.2 Transformative Justice Mediation – Step 2

3.5.2.1 Under this step a trained and agreed (agreed via the enterprise agreement consultation clause) independent mediator facilitates transformative justice mediation.

3.5.2.1.1 The parties will agree to a panel of independent mediators within 1 month of the commencement of this agreement.

3.5.2.1.1.1 Should panel members vacate their position, the parties shall endeavour to reach agreement on replacement persons.

3.5.2.1.1.2 If the parties reach agreement under clause 3.5.2.1.1 or 3.5.2.1.1.1 above, the parties' nominees shall become the panel of independent mediators under this clause.

3.5.2.1.1.3 If the parties are unable to agree under clause 3.5.2.1.1.2 above within 45 days of persons vacating the panel or 1 month of the commencement of this agreement, they shall approach the President of the Fair Work Commission (Commission) and request the President to provide to the Minister a recommendation that the Minister nominate a replacement panel.

3.5.2.1.1.4 The Minister will accept a recommendation under clause 3.5.2.1.1.3 and nominate a person/s who shall become a panel member/s under this clause.

3.5.2.2 The parties shall participate in a conference regarding the allegations, aimed at covering the needs of all parties, with regard to 3.5.2.3 and 1.3. Further conferences will be conducted at the Chair's discretion.

- 3.5.2.3 The trained and agreed independent mediator/s (the panel) will regulate their own procedures.
- 3.5.2.4 The aim is to reach a mutually acceptable agreement which addresses the conduct of the parties, restores conduct or behaviour and reconciles the parties.
- 3.5.2.5 There will be no formal outcome or informal resolution recorded in the employer's record systems except where the parties agree that an adverse report shall be part of a transformative justice outcome and such adverse report complies with the adverse report provisions of this agreement.
- 3.5.2.6 If there is no agreement between the parties or the mediator considers that the conduct cannot be finalised under this sub clause then the conduct will immediately move to Step 3.

3.5.3 Investigation of alleged misconduct – Step 3

- 3.5.3.1 As soon as practicable after an allegation of misconduct has been made and the allegations have not been resolved under step 1 and step 2 the employer will advise the Employee of the alleged misconduct in writing.
- 3.5.3.2 The written advice will contain the allegation/s of misconduct made about the employee and particulars of the allegations(s).
- 3.5.3.3 The employer will appoint an independent person to conduct an investigation into the alleged misconduct. The appointed person must not have any prior personal involvement in the matter.
- 3.5.3.4 The employer will provide the Employee with an opportunity to speak to the investigator if the Employee wishes to do so.
- 3.5.3.5 The investigation will include:
 - 3.5.3.5(a) collecting relevant materials (including exculpatory materials);

- 3.5.3.5(b) The employer will provide the Employee with an opportunity to speak to the investigator if the Employee wishes to do so;
 - 3.5.3.5(c) speaking with relevant witnesses (including exculpatory witnesses) (at the consent of the employees);
 - 3.5.3.5(d) providing the Employee with particulars to allow the Employee to properly respond to the alleged misconduct;
 - 3.5.3.5(e) seeking an explanation from the Employee and considering any oral and/or written submissions or material the employee may provide in response to the allegations(s); and
 - 3.5.3.5(f) investigating any reasonable explanation made by the Employee for the purposes of verifying the explanation so far as possible. In this regard the employee shall not provide any misleading and/or vexatious explanation.
- 3.5.3.6 In relation to each allegation of misconduct, the investigator will prepare a report and make findings as to whether:
- 3.5.3.6(a) the allegations is substantiated; or
 - 3.5.3.6(b) the allegation is not substantiated; and
 - 3.5.3.6(c) if the allegation is substantiated the appointed independent person will make recommendations of any appropriate action.
- 3.5.3.7 Where the investigator makes a finding that an allegation is not substantiated, the misconduct process will conclude in relation to any such allegation and the Employee will be informed accordingly.
- 3.5.3.8 As soon as practicable after the investigator has reported and made a finding that any allegation of misconduct is substantiated, the Employee will be provided with the findings and reports of the investigator and the recommended appropriate action.

- 3.5.3.9. The Employee will be given a reasonable time to respond to the Investigator's report, the findings and the recommended appropriate action. Any response must be provided to the employer within 14 days where practicable.
- 3.5.3.10 The Employer shall consider the Investigators Report and the Employee's response and advise the Employee in writing of the action the Employer proposes to take. If the action proposed diverges from that recommended by the Investigator the Employer provide the Employee with its reasons for departing from the recommendation.
- 3.5.3.11 The Employee may accept the action proposed by the Employer under Clause 3.5.3.10 or subject to Clause 3.10 may dispute the action proposed and refer the matter to the Fair Work Commission under Step 4 within 14 days where practicable.

3.5.4 Hearing – Step 4

- 3.5.4.1 An employee who disputes an outcome under clause 3.5.3.11 may refer the dispute as Step 4 for conciliation, recommendation or determination by the Fair Work Commission (FWC)
- 3.5.4.2 The FWC will convene a hearing. The hearing will be wholly conducted under the rules of the FWC.
- 3.5.4.3 In accordance with 3.5.4.1 and in the event FWC makes a recommendation, the parties will advise the other within 7 days of receiving the FWC recommendation whether or not the FWC's recommendation is accepted and if not the reasons for the rejection of the recommendation and their alternative.
- 3.5.4.3A In the event that a party does not accept the FWC recommendation, after having provided written reasons in accordance with 3.5.4.3 then either party may refer the matter for determination by the FWC whether or not by agreement.
- 3.5.4.4 If the dispute is referred to FWC for determination the parties to the dispute shall be bound by the determination subject to their rights of appeal to a Full Bench of FWC

which appeal shall not require permission but shall be of right.

3.5.4.5 The conduct outcome constituted by an accepted FWC recommendation and the conduct outcome of an FWC determination may only be placed on the Employee's personnel file in accordance with Clause 32 of this agreement (adverse reports).

3.5.4.6 All hearings and processes under this clause at the FWC will be conducted in private.

3.6 Dispute Resolution

Disputes relating to or arising from this conduct resolution clause or any concerns as to its non-observance shall be dealt with through the dispute resolution process under the enterprise agreement.

3.7 Workplace Behaviour Policy and Issue Resolution Procedure:

The agreed *Workplace Behaviour Policy and Issue Resolution Procedure (Workplace Behaviour policy)* and *Conduct Investigation Procedure* shall be applied in conjunction with and consistently with this Conduct Resolution provision.

3.8 The action to be recommended or determined by the FWC or to be taken by the Employer in respect of alleged misconduct under this clause shall be one or more of the following provided that the parties shall not be limited to the following outcomes in respect of Step 1 or Step 2 or a mediated outcome under Clause 1.3.2 :

3.8.1 counselling;

3.8.2 a warning;;

3.8.3 a reprimand;

3.8.4 transfer for a period of up to 3 months;

3.8.5 demotion to a rank no more than one below the employees' substantive rank for a period of up to 3 months;

3.8.6 or a recommendation to the employer that dismissal shall apply;

3.9 The Employer may suspend an employee with pay for the duration of the Investigation

Stage under Step 3 and / or the hearing stage under Step 4 in circumstances where suspension is necessary to preserve the integrity of the process or the alleged misconduct is so serious as to render it inappropriate for the employee to remain on duty pending the outcome.

3.10 In the event that a recommendation for dismissal is made, accepted and acted upon by the Employer under Step 3, the Employee shall not have a right of referral to the FWC under Step 3 in respect of the dismissal. (Note: Unfair dismissal is regulated by Part 3-2 of the Act.)

3.11 Where employee serious misconduct is alleged, the employer may do any of the following:

- a) direct the employee to proceed immediately to perform alternative duties or work at an alternative place of work; or
- b) suspend the employee with pay.

In the event that the employer exercises a right to suspend the employee, the employer will:

- a) review this decision no later than a date that is four weeks after the commencement of the suspension; and
- b) confirm whether the suspension is to continue or is no longer necessary.

The employer will continue to review any decision regarding an employee's suspension every four weeks thereafter until the end of the misconduct process in accordance with this clause.

SCHEDULE 20 - RETURN TO WORK

The parties agree to the following matters and principles:

1. The MFB will ensure employees are provided 'meaningful work' whilst an employee is injured/ill and after injury/illness.
2. MFB 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. MFB will ensure a speedy return to work process for injured employees.
5. MFB will ensure and provide retraining and skills maintenance where agreed with the UFU that such is required.
6. MFB will provide light duties for injured or ill employees.
7. MFB will reimburse employees for their attendance at medical practitioners of the employees' choosing.
8. Whilst employees are ill or injured the MFB will maintain all wages and conditions including allowances.

Objectives

The MFB acknowledges their obligations under state and federal legislation as they relate to the provision of safe systems of work and Return to Work (RTW) for employees, including but not limited to the following:

- Accident Compensation Act 1985 (Vic)
- Occupational Health and Safety Act 2004 (Vic)
- And associated Regulations

The purpose of these Principles is to complement those obligations as well as the obligations set out at Schedule 3 of the Agreement (i.e. in the Occupational Health & Safety Policy and Processes Agreement).

The parties recognise that every injury and its effects on an injured employee will be different and consequently every RTW program, while it must comply with the requirements of the relevant Act, must be tailored to the individual needs of the employee concerned

The parties recognise the diversity of the workforce and the varying abilities and types of employees. Accordingly, the process of rehabilitation and RTW must be aimed at

returning people to meaningful and decent work irrespective of either a psychological or physical injury. No exit strategies are to be considered.

Prevention

The parties agree that prevention of workplace injury is paramount and they will implement measures committed to achieving this goal.

When a Claim is Lodged

The parties recognise that efficient and timely intervention and processing of RTW claims greatly contributes to a successful and positive RTW experience for all concerned.

Ongoing Communication and Contact

The parties recognise the frustration and anxiety employees often feel when they are returning to work after an injury.

Accordingly, local management will as a minimum maintain regular (weekly) contact with the injured worker to help facilitate their RTW unless the employee requests less regular contact.

Listening to and seeking the input of injured employees is required.

It is recommended that the injured worker will be regularly supported by visiting their medical practitioner or an adequate rehabilitation provider of their choice for continuity of treatment and history. The MFB will bear all such costs. The MFB cannot direct workers to use particular medical or rehabilitation providers, such providers are to be determined by the individual employee.

The employer should develop a checklist for the injured worker as to what information is legally required for accessing benefits and assistance to make visits and the RTW process as productive and efficient as possible.

Meaningful Work

The parties agree that a RTW plan must include 'meaningful work' and this will ultimately be determined and agreed between the employee and their union and the employer.

The parties agree that 'meaningful work' includes:

- Work suited to the worker, taking into account the cause of injury
- Work that is consistent with and incorporated into RTW duties as identified in the RTW plan
- Work that is agreed between the injured worker and their treating medical practitioner
- In the first instance, work that can be performed during the employees pre injury hours of work
- Work to ensure workers can return as soon as possible to their full potential and capacity within their community, family and employment
- Work which is determined without regard to the insurers cost assessments

Allowances

Workers on RTW at a work location other than the pre-injury location will be entitled to the Travel Allowance and all out of pocket expenses to and from employment/home. An injured worker will not lose any pay including Base pay and any pre injury allowances while on any 'return to work'.

An injured worker may nominate a representative (Union member/HSR etc) to provide them with support who will require time release to attend meetings, medical examinations, employer meetings with or on behalf of the injured employee.

In accordance with the Accident Compensation Act 1985, the injured worker shall be reimbursed for out of pocket expenses for attending these appointments including, but not limited to, time release, travel, parking, medical costs etc.

Training

The parties recognise that UFU representatives, HSR's and direct line managers are key people in the successful RTW process. The 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, the MFB will ensure that their normal work is undertaken and that it will not be required to be caught up upon the employees return.

The employer in consultation with the union shall where practicable undertake any workplace or individual workstation modification recommended by a treating medical practitioner/rehabilitation provider. Such modifications shall be undertaken as agreed between the union and the employer but in any case before the incapacitated worker returns to the job.

A worker returning to work on a trial basis shall be permitted to cease work at any time for the purposes of seeking further advice from a doctor, rehabilitation provider or union. Before leaving the workplace the worker shall report to the supervisor.

All suitable employment proposed by the employer will be proposed in writing and will include a detailed description of the proposal and be in accordance with recommendations made by the rehabilitation providers and treating medical practitioners.

The employer shall make every effort to find selected duties in line with the workers doctor or rehabilitation providers recommendation.

A monitoring committee to be approved by the MFB/UFU Consultation Committee is to be comprised of union and management representative and will be formed to monitor the implementation of this agreement and oversee all individual rehabilitation programs to ensure timely and effective rehabilitation of injured workers.

Rehabilitation should provide for the total cost of all medical, rehabilitation and other expenses including special aids, childcare, domestic assistance, motor-vehicle and house alterations incurred by the worker.

The MFB will ensure that the delivery of benefits is speedy, efficient and fair. The MFB 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).

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