

## Annemarie Burt

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**From:** Joel Hallinan  
**Sent:** Monday, 8 August 2016 2:45 PM  
**To:** EPC  
**Subject:** FW: Submission to Environment and Planning Standing Committee Inquiry into Preparation and Planning for Fire Seasons – July 2016  
**Attachments:** Fire Season Preparedness 2016 submission MASTER as at 2016-08-08 (003).pdf; 20070500-VFBV Submission-ENRC-Inquiry into the Impact of Public Land Man....pdf; Lewis report\_clean copy.pdf; Precis of Submissions (Distribution Format).pdf; 20110929-Letter-VFBV Response to FSL Options Paper-490.pdf; 20121011-CFA Jones Inquiry-Implementation Action Plan-FINAL-Version 1.0-....pdf; Report - Volunteer Attitudes Towards Planned Burning Final.pdf; 2015 VFBV Fire Services Review 31.8.15 Logo Version.pdf; Clause 83.pdf; Schedule 25 - Appliance Schedule.pdf

**From:** Cathie Smith [<mailto:c.smith@vfbv.org.au>]  
**Sent:** Monday, 8 August 2016 2:42 PM  
**To:** Joel Hallinan  
**Subject:** Submission to Environment and Planning Standing Committee Inquiry into Preparation and Planning for Fire Seasons – July 2016

Dear Joel,

Please find attached VFBV Submission to Environment and Planning Standing Committee Inquiry into Preparation and Planning for Fire Seasons – July 2016.

We also attach the following documents:

- VFBV Submission to ENRC Inquiry into the Impact of Public Land Management Practices on Bushfire in Victoria – 2007
- Judge Gordon Lewis Report on the Processes to Select New Personal Protective Clothing for Victorian Firefighters – 2008
- Precis of VFBV Submissions to VBRC - 2010
- VFBV Submission to Victorian Fire Services Property Levy Options Paper - 2011
- CFA/VFBV Implementation Action Plan – 2012
- CFA volunteer attitudes to planned burning – 2013
- VFBV Submission to Fire Services Review - 2015

The following documents will be emailed in a separate email due to size limitations on email messages.

- VFBV Submission to Green Paper - 2011 (emailed separately)
- VFBV Submission to Jones Inquiry Submission – 3 parts combined into one document – 2011 (emailed separately)

With regard to matters taken on notice at the Hearing on the 1<sup>st</sup> August, 2016 and relative to CFA operational vehicles and the proposed EBA, please find attached copy of Clause 83 and Schedule 25 of the proposed EBA referencing in Clause 83 the requirement that:

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

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

- 83.4.5. appliances;  
to be used or worn by employees. 'All aspects' includes, without limitation, design and specifications. This applies to new and replacement items. 'Appliances' is defined as including any vehicle used by employees (including vessels and aerial vehicles) and any vehicle attachment such as a POD or trailer.
- 83.5. The agreed list of station wear, uniform and PPC&E is attached at Schedule 20, which for the purposes of interoperability, cost saving and efficiency will be identical to the station wear, uniform and PPC&E provided to MFB firefighters.
- 83.6. Attached at Schedule 25 is the agreed list of appliances with general specifications for use at the commencement of this enterprise agreement. The replacement use of commissioning of any appliances (including appliances not included in the schedule) must be in accordance with the specifications within the schedule with any variations in accordance with the consultation committee or as agreed via the consultation processes.
- 83.7. Changes to station wear, uniform and PPC&E will be by agreement only and will be determined via the Consultation Process under this agreement. To enhance interoperability, the parties may seek to combine consultation regarding uniform with the consultation process which occurs under the MFB operational staff enterprise agreement. To avoid doubt, if such occurs, the CFA will pay all such representatives in accordance with clause 28. The CFA will only seek to implement uniform at the same of higher standard for employees as that which is utilised within the MFB.
- 83.12. Any new appliance proposed to be introduced into the CFA will only be introduced via the consultation clause in accordance with clause 21. No introduction will occur otherwise. Consultation will be on all aspects including but not limited to the design and specification, infrastructure, staffing levels and conditions, training and allowances related to the appliances.
- 83.13. For the avoidance of doubt, prior to the development/building or tendering of the appliance/s consultation will occur and CFA will reach agreement via clause 21 of this agreement on;
- 83.13.1. Design and specifications of the appliance;
- 83.13.2. Infrastructure to house the appliance and staffing levels within a fire station;
- 83.13.3. Safe Staffing to crew and operate the appliance”

Please refer to attached clause 83 for complete wording regarding uniforms, appliances and equipment.

Further to the issue raised by Ms Shing, it would be appreciated if she could advise VFBV as to which clause in the proposed agreement says as she quoted;

“that any and all appliances or equipment to be used by volunteers shall be commissioned at the sole discretion of the chief fire officer.”

My apologies for not having our submission to you until today, I thought it would be best to hold it until we also had the other additional information requested by the Committee.

Regards

Cathie Smith  
On behalf of  
Andrew Ford  
Chief Executive Officer

## WORKPLACES, UNIFORMS, EQUIPMENT AND APPLIANCES

### 83. UNIFORMS, APPLIANCES AND EQUIPMENT

83.1. The employer shall supply each employee and be responsible for the cost of replacing, repairing and / or cleaning the articles of clothing and / or equipment that must be worn and / or used by the employee.

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

83.3. The replacement, repairs and/or cleaning of the articles of clothing and equipment will occur when reasonably required by each employee and/or when the uniform or equipment becomes so soiled or damaged that it requires cleaning, repair or replacement and/or when uniform or equipment can no longer meet certification to an agreed standard.

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

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

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

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

83.4.5. appliances;

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

83.5. The agreed list of station wear, uniform and PPC&E is attached at Schedule 20, which for the purposes of interoperability, cost saving and efficiency will be identical to the station wear, uniform and PPC&E provided to MFB firefighters.

83.6. Attached at Schedule 25 is the agreed list of appliances with general specifications for use as at the commencement of this enterprise agreement. The replacement use or commissioning of any appliances (including appliances not included in the schedule) must be in accordance with the specifications within the schedule with any variations in accordance with the consultation committee or as agreed via the consultation processes.

83.7. Changes to station wear, uniform and PPC&E will be by agreement only and will be determined via the Consultation Process under this agreement. To enhance interoperability, the parties may seek to combine consultation regarding uniform with the consultation process which occurs under the MFB operational staff enterprise agreement. To avoid doubt, if such occurs, the CFA will pay all such representatives in accordance with clause 28. The CFA will only seek to implement uniform at the same or higher standard for employees as that which is utilised within the MFB.

83.8. The CFA agree to conduct an audit of the adequacy and timeliness of its provision and distribution of uniforms, station wear and PPC. The outcome of the audit to be reported to and considered by the consultative committee referred to in clause 21.

- (b) The OIC or Duty Officer will ensure that minimum crewing is maintained during this period.

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

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

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

83.13.1. Design and specifications of the appliance;

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

83.13.3. Safe Staffing to crew and operate the appliance;

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

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

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

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

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

- 83.9. Further to the above, the CFA will provide any employee who so requires them prescription eye protection/safety glasses as well as access to eye tests as part of the agreed health screening program.
- 83.10. Further to the above, the CFA will develop, consult and agree with the UFU a rehabilitation solution for personnel to deal with the anticipated thermal stress of new PPC and changing work environment.
- 83.11. Emergency response where PPC being repaired or cleaned:
- 83.11.1. Where a Firefighter or Station Officer has all 3 sets of their Structural PPC away for laundry or repair:
- (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 OIC or Duty Officer will ensure that minimum crewing is maintained during this period.
  - (c) The Firefighter or Station Officer can respond to any wildfire or level one incident.
- 83.11.2. Where a Firefighter or Station Officer has all 3 sets of their Wildfire PPC away for laundry or repair:
- (a) the employee will not be responded to any incident where they would be required to wear their Wildfire PPC.
  - (b) The OIC or Duty Officer will ensure that minimum crewing is maintained during this period.
- 83.11.3. Where a Firefighter or Station Officer has all 3 sets of their Rescue PPC away for laundry or repair:
- (a) the employee will not be responded to any incident where they would be required to wear their Rescue PPC.

- 83.17. All pumpers and aerial pumpers will have an operating thermal imaging camera. Such camera will be an agreed model.
- 83.18. All stations will have the following additional equipment within the first 6 months of this agreement:
- 83.18.1. Thermal imaging camera of the agreed specification – 1 per Pumper and Aerial Pumper
  - 83.18.2. gas detectors of the agreed specification – 1 per heavy pumper
  - 83.18.3. 1 portable radio per person on duty and at least 1 spare radio on each appliance.
- 83.19. All MCS personnel will be provided with the following list of equipment but MCS equipment shall not be limited to this list:
- 83.19.1. GPS
  - 83.19.2. Radio including trunking
  - 83.19.3. Tablet computer
  - 83.19.4. Smartphone
  - 83.19.5. Laptop
- 83.20. On retirement, employees shall be entitled to keep their uniform if they choose. The conditions and limitations will be in accordance with a policy to be finalised following consultation in accordance with Clause 21 and there will be consistency between the CFA policy and the MFB policy.
- 83.21. For reasons including but not limited to safety and security, whilst on any form of leave or absence, all uniforms and personal protective equipment

provided and assigned to an employee shall remain retained by that employee.

**84. EWP CHECKS**

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

**85. EMAIL ACCESS**

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

**86. SURVEILLANCE/MONITORING**

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



**SCHEDULE 25- APPLIANCE SCHEDULE**

The parties acknowledge that the occupation of firefighting is an extremely hazardous and dangerous occupation where firefighters can be deployed into known and unknown hazardous situations to perform the rescue of life and protection of property. In this context, the parties have prioritised the health and safety of the employees covered by this Agreement by agreeing on the following Schedule.

Appliance	Specifications - where references to 'agreed' appliances or specifications is made below this means that the agreed specifications and appliances at the commencement of this enterprise agreement are the designated specifications and appliances under this schedule
PUMPER	Type 4 Heavy (Scania cab chassis) Mills Tui/SEM including UFU / CFA Standard Stowage and Sirius Detector , Thermal Imaging Camera and 5 Portable Radios. With design, specifications, stowage and use as agreed.
TANKER	3.4 C/ 2.4 C SEM/Varley. With design, specifications, stowage and use as agreed.
AERIAL PUMPER	Type 4 Heavy (Scania cab chassis) Snozzle Mills Tui including UFU / CFA Type 4 Heavy Pumper Standard Stowage and Sirius Detector , Thermal Imaging Camera and 5 Portable Radios With design, specifications, stowage and use as agreed.
AERIAL	Bronto Ladder Platform (Scania cab chassis) 37mtr Ballarat, Bendigo 42 mtr Geelong City, Dandenong, Traralgon With design, specifications, stowage and use as agreed.
TELEBOOM	Freightliner cab chassis, 20 mtr Teleboom Corio, Frankston and State spare With design, specifications, stowage and use as agreed.
RESCUE	Heavy Rescue Dandenong and Geelong City on Mercedes cab chassis Melton on Scania cab chassis With design, specifications, stowage and use as agreed.
HAZMAT	Heavy Hazmat – Mercedes cab chassis Corio, Hallam, Shepparton including agreed UFU/CFA Standard stowage and 5 Portable Radios With design, specifications, stowage and use as agreed.
BA SUPPORT	Corio, Ballarat, Bendigo & Frankston With design, specifications, stowage and use as agreed.
CFA Support Vehicles including but not limited to:	Ground Observer Vehicles, Forward Command Vehicle, Rescue Support Vehicles. Design and specification of these vehicles are to be agreed within the 6 months. With design, specifications, stowage and use as agreed.
MCV	Belmont, Wangaratta, Patterson River With design, specifications, stowage and use as agreed.