IN THE FAIR WORK COMMISSION

AT MELBOURNE

FWC Matter No: AG2018/1278

APPLICATION BY THE METROPOLITAN FIRE AND EMERGENCY SERVICES BOARD

WITNESS STATEMENT OF JANETTE LORI PEARCE

I, JANETTE LORI PEARCE, of 456 Albert Street, East Melbourne in the State of Victoria, Director, Workplace Relations, make the following statement.

1. I am authorised to make this statement on behalf of the Metropolitan Fire and Emergency Services Board (MFB).

2. Except where I say otherwise, I make this witness statement based on my own direct knowledge and observations.

3. This statement is provided in relation to the approval of Metropolitan Fire and Emergency Services Board, United Firefighters Union of Australia, Operational Staff Agreement 2016 (Agreement).

PERSONAL BACKGROUND

4. I joined the MFB on 22 October 2012 in the role of Senior Consultant, Workplace Relations.

5. Prior to joining MFB, I was an Employee Relations Advisor for the Printing Industries Association (PIA) located in Adelaide for approximately four years.

6. Prior to working at the PIA I was an Industrial Officer at the Association of Professional Engineers, Scientists and Managers, Australia (APESMA) for 11 months and prior to that I was an Industrial Officer at the Independent Education Union (IEU).

7. I hold a Bachelor of Management (Human Resource Management) from the University of South Australia, and I am currently undertaking the Master of Employment and Labour Relations Law at the University of Melbourne.

8. In my current position as Director of Workplace Relations, I am responsible for managing the Workplace Relations department. In particular, I am responsible for dealing with industrial matters involving the MFB, including the management of industrial disputes and enterprise bargaining.

MFB

9. The MFB is a statutory authority constituted under the Metropolitan Fire Brigades Act 1958 (Vic) (MFB Act). Its functions, as set out at section 7 of the MFB Act, include providing for fire suppression and fire prevention services in the metropolitan district; providing for emergency prevention and response services in the metropolitan district; and carrying out any other functions conferred on the MFB.
Workforce

10. The data I provide in paragraphs 11 to 16 below is the most up to date information available to me, which has been extracted from the MFB’s human resources system and provided to me by Shane Leversha (Human Resources Director) on or about 10 August 2018.

11. The MFB employs a total of 2,374 people. This number is comprised of 2,123 male and 251 female employees. I set out at paragraphs 15 and 16 below an analysis of the rank and gender of the 1,993 MFB employees who will be covered by the Agreement.

12. Currently the MFB employs 2012 firefighters, 294 corporate and technical employees, which covers corporate and business support functions including finance, procurement, human resources, approximately 55 or 56 mechanical workshop staff who provide workshop maintenance services, and 13 executives who are not covered by an industrial instrument.

13. The terms and conditions of employees are generally set out by one of the following four enterprise agreements.

(a) Metropolitan Fire and Emergency Services Board, United Firefighters Union of Australia, Operational Staff Agreement 2010 (2010 Operational Agreement).

(b) Metropolitan Fire and Emergency Services Board, United Firefighters Union of Australia, Assistant Chief Fire Officers Agreement 2010 (2010 ACFO Agreement).

(c) Metropolitan Fire and Emergency Services Board Corporate & Technical Employees Agreement 2017.

(d) Metropolitan Fire Brigade, AMWU Mechanical Engineering Workshops Enterprise Agreement 2015.

14. The MFB also engages 38 further staff (20 male, 18 female) across its workforce through on-hire agencies, namely, Hudson, Clicks, Ranstad and Hays.

Operational Employees

15. The 2010 Operational Agreement currently covers 1,979 MFB employees. This group is made up of 1,906 male employees and 73 female employees. These employees are distributed across the classifications in the 2010 Operational Agreement in accordance with the following tables.

Male employees

<table>
<thead>
<tr>
<th>Operational Rank</th>
<th>Number of employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recruit Firefighter</td>
<td>12</td>
</tr>
<tr>
<td>Firefighter Level 1</td>
<td>73</td>
</tr>
<tr>
<td>Firefighter Level 2</td>
<td>58</td>
</tr>
<tr>
<td>Firefighter Level 3</td>
<td>116</td>
</tr>
<tr>
<td>Qualified Firefighter</td>
<td>103</td>
</tr>
<tr>
<td>Qualified Firefighter (with leading firefighter qualifications)</td>
<td>0</td>
</tr>
<tr>
<td>Senior Firefighter</td>
<td>23</td>
</tr>
<tr>
<td>Operational Rank</td>
<td>Number of employees</td>
</tr>
<tr>
<td>------------------------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Recruit Firefighter</td>
<td>1</td>
</tr>
<tr>
<td>Firefighter Level 1</td>
<td>2</td>
</tr>
<tr>
<td>Firefighter Level 2</td>
<td>3</td>
</tr>
<tr>
<td>Firefighter Level 3</td>
<td>3</td>
</tr>
<tr>
<td>Qualified Firefighter</td>
<td>7</td>
</tr>
<tr>
<td>Qualified Firefighter (with leading firefighter qualifications)</td>
<td>0</td>
</tr>
<tr>
<td>Senior Firefighter</td>
<td>0</td>
</tr>
<tr>
<td>Leading Firefighter</td>
<td>38</td>
</tr>
<tr>
<td>Station Officer</td>
<td>12</td>
</tr>
<tr>
<td>Senior Station Officer</td>
<td>5</td>
</tr>
<tr>
<td>Commander</td>
<td>0</td>
</tr>
<tr>
<td>Fire Service Communication Controller</td>
<td>2</td>
</tr>
<tr>
<td>Total</td>
<td>73</td>
</tr>
</tbody>
</table>

16. Another 14 male employees are employed in the role of Assistant Chief Fire Officer (ACFO) under the 2010 ACFO Agreement. They too will be covered by the Agreement.

United Firefighters Union

17. The Victorian Branch of the United Firefighters Union of Australia (UFU) represents career firefighters, emergency call centre employees and fire agency corporate, administration, technical and mechanical employees across the MFB and the Country Fire Authority (CFA), as well as some employees in the private sector. It is the bargaining representative for the overwhelming majority of employees proposed to be covered by the Agreement, and it is a registered organisation covered by the 2010 Operational Agreement.

18. It is my general understanding that the UFU has a high level of union membership within the MFB. I do not and would not enquire about a person’s union membership.

19. The UFU represents its members industrially on a both individual and collective basis across the MFB’s stations and locations. In the performance of my roles with the MFB, it is my observation that the representatives from the UFU place a strong focus on the health, safety and welfare of its members, and this is often a factor in their consideration of matters before the Consultative Committee.

BARGAINING FOR THE AGREEMENT

20. The Agreement is intended to replace the 2010 Operational Agreement and the 2010 ACFO Agreement. It will cover employees engaged by MFB in operational firefighting, up to the rank of Assistant Chief Fire Officer.
21. In 2013, the MFB originally intended to bargain for two separate enterprise agreements, one covering Commanders and Assistant Chief Fire Officers, to be named the *MFB Senior Operational Leadership Agreement 2013* (Proposed Senior Leadership Agreement) and the other, covering all other Operational employees, to be named the *Metropolitan Fire Brigade Operational Employees Agreement 2013* (Proposed Operational Agreement). On that basis, separate notices of employee representational rights were distributed for each of the Proposed Senior Leadership Agreement and the Proposed Operational Agreement.

22. It is my understanding that ultimately, the scope of the two proposed agreements was bargained over between the MFB and employee bargaining representatives (including the UFU), and agreement was reached on a single agreement (the Agreement), to cover all operational employees up to and including Assistant Chief Fire Officers (*MFB Operational Employees*).

**Notice of Employee Representational Rights**

23. My evidence at paragraphs 24 to 47 below is based on my reading of the documents referred to in those paragraphs.

24. On 19 April 2013, the MFB distributed emails to staff which purported to be Notices of Employee Representational Rights in relation to the Proposed Operational Agreement and the Proposed Senior Leadership Agreement (*Initial NERRs*). Now produced and shown to me and marked "JP-1" and "JP-2" respectively are copies of emails to employees dated 19 April 2013 which purported to be the Initial NERRs for the Proposed Operational Agreement and the Proposed Senior Leadership Agreement.

25. Having read the minutes, I am aware that meetings occurred in relation to the Proposed Senior Leadership Agreement on 15 and 23 May 2013. However those meetings did not include the UFU, and it is apparent from the Minutes that these meetings were not productive. Now produced and shown to me and marked "JP-3" and "JP-4" respectively are copies of minutes of the meetings regarding the Proposed Senior Leadership Agreement on 15 and 23 May 2013.

26. Based on my review of the relevant documents, and information from Gail Lawrence, Workplace Relations Team Coordinator who attended bargaining meetings in a “minute taking” capacity, I understand that that, following the 23 May 2013 meeting, there was then a period of almost three months before a further meeting occurred in relation to the Proposed Senior Leadership Agreement on 15 August 2013. Now produced and shown to me and marked "JP-5" is a copy of minutes of the meeting regarding the Proposed Senior Leadership Agreement on 15 August 2013.

27. Also based on my review of the relevant documents, and information from Ms Lawrence, I understand that there were no bargaining meetings between the MFB and employee bargaining representatives (individuals and the UFU) about the Proposed Operational Agreement until 6 August 2013.

28. I have reviewed the minutes of the meeting between the MFB and UFU on 6 August 2013, and I give the following evidence about that meeting on the basis of those minutes.

29. At the first meeting on 6 August 2013 between the MFB and the UFU about the Proposed Operational Agreement, Mr Casey Lee communicated the UFU’s view that the Initial NERRs were defective, because they did not comply with the statutory requirements prescribed by the *Fair Work Act 2009* (Cth) (*FW Act*) and *Fair Work*
Regulations 2009 (Cth). It is my understanding that this had not been previously indicated to the MFB. The other topics discussed at the 6 August 2013 meeting were the taking of minutes of meetings of the parties, whether bargaining protocols should be put in place between the parties, and the location of meetings. It is my understanding (based on reading the minutes) that the meeting consisted only of discussion of those procedural and machinery matters, and it closed without any bargaining actually occurring in relation to terms and conditions to be contained in an enterprise agreement.

30. Now produced and shown to me and marked "JP-6" is a true copy of the minutes of the bargaining meeting on 6 August 2013.

31. On 6 August 2013, Mr Lee sent an email to the MFB attaching a letter regarding the UFU's position on the outcomes of the bargaining meeting.

32. Now produced and shown to me and marked "JP-7" is a true copy of the letter from Mr Lee to the MFB dated 6 August 2013.

33. On 8 August 2013, the MFB wrote to the UFU, copying all bargaining representatives outlining the dispute between the MFB and UFU regarding the minutes and the alleged deficiencies with the Initial NERRs. The MFB proposed the next bargaining meeting occur on 13 August 2013.

34. Now produced and shown to me and marked "JP-8" is a true copy of the letter from the MFB to the UFU sent on 8 August 2013.

35. On 9 August 2013, the UFU responded to the MFB's letter and proposed an alternate meeting date of 15 August 2013 due to their lack of availability. The UFU also proposed an alternative meeting venue and an agenda for the bargaining meeting. This letter also states the UFU's view that the MFB failed to comply with section 174(1A) of the FW Act in issuing the Initial NERRs.

36. Now produced and shown to me and marked "JP-9" is a true copy of the letter from the UFU to the MFB sent on 9 August 2013.

37. On 12 August 2013, the MFB responded to the UFU asserting that the Initial NERRs were compliant with the requirements of the FW Act and proposed a further meeting date and venue.

38. Now produced and shown to me and marked "JP-10" is a true copy of the letter from the MFB to the UFU sent on 12 August 2013.

39. On 13 August 2013, the UFU lodged a request under section 240 of the FW Act requesting that the Fair Work Commission (Commission) deal with a bargaining dispute in relation to the issue of meeting arrangements.

40. Now produced and shown to me and marked "JP-11" is a true copy of the application dated 13 August 2013.

41. On 13 August 2013, Michelle Baldini, Industrial Officer at the UFU, wrote to the MFB and other bargaining representatives proposing that no further meetings take place until the section 240 of the FW Act dispute has been resolved.

42. Now produced and shown to me and marked "JP-12" is a true copy of the letter from Ms Baldini to the MFB sent on 13 August 2013.
On 13 August 2013, Paul Stacchino, then the Deputy Chief Officer at the MFB, wrote to the UFU and characterised the section 240 of the FW Act dispute lodged by the UFU the previous day as incidental to bargaining.

Now produced and shown to me and marked "JP-13" is a true copy of the letter from Mr Stacchino to the UFU sent on 13 August 2013.

None of the correspondence that I refer to at paragraphs 31 to 44 dealt with any substantive bargaining between the parties over the terms of either proposed enterprise agreement. Effectively, bargaining was put on hold until the various preliminary issues raised by the UFU – including its concerns over the form of the Initial NERRs – were resolved.

Notification time and issue of the NERRs on 15 August 2013

It is my understanding that having considered the UFU’s concerns about the Initial NERRs, the MFB agreed to re-commence bargaining for the Proposed Operational Agreement and the Proposed Senior Leadership Agreement. It is my understanding that on 15 August 2013 the MFB informed employees of this by distributing to them, as an attachment to emails to the relevant employees, Notices of Employee Representational Rights in respect of the Proposed Operational Agreement and the Proposed Senior Leadership Agreement (15 August 2013 NERRs).

Now produced and shown to me and marked "JP-14" and "JP-15" respectively are copies of the emails dated 15 August 2013 enclosing the 15 August 2013 NERRs for each of the Proposed Operational Agreement and the Proposed Senior Leadership Agreement.

Bargaining after the 15 August 2013 NERRs

It is my understanding that, following the 15 August 2013 NERRs, the MFB engaged in bargaining with the UFU and other employee bargaining representatives.

In principle agreement was reached on the terms of a single enterprise agreement to replace the 2010 Operational Agreement and the 2010 ACFO Agreement (i.e. the Agreement), on or about 18 January 2018. The MFB notified its employees on that day that the MFB Board had approved the Agreement.

Now produced and shown to me and marked "JP-16" is a true copy of the email from Jasmine Doak, MFB Deputy President, to all employees sent on 18 January 2018.

As I explain below, the access period in relation to the Agreement commenced on 26 February 2018 and the voting period commenced on 6.00am on 9 March 2018 and ended at 1.00pm on 16 March 2018.

On 20 February 2018, Commissioner Harper-Greenwell of the Fair Work Commission issued a Recommendation ([2018] FWC 1104) in proceedings under s240 of the FW Act. In summary, the Commissioner recommended that:

(a) the MFB, in accordance with its obligations under Part 2-4 of the FW Act, take all reasonable steps immediately prior to the access period to distribute the explanatory memorandum (in the form attached to the recommendation) to the MFB Operational Employees;

(b) within 24 hours, the MFB write to the UFU a letter in the form attached to the Recommendation, and send the employees a letter or email setting out the
commencement of the access period, the voting method to be used and a list of documents incorporated by reference in the Agreement; and

(c) within 48 hours, the UFU publish a bulletin to its members in accordance with its usual custom and practice in the form attached to the Recommendation.

53. Now produced and shown to me and marked "JP-17" is a true copy of Commissioner Harpell-Green's Recommendation dated 20 February 2018.

Access period

54. On 22 February 2018, Dr Alex Cockram, Interim Chief Executive Officer at the MFB, emailed all employees advising that the MFB and the UFU had resolved issues regarding the wording of the explanatory material related to the Agreement and the access period would shortly commence. Dr Cockram's email also stated that employees would be able to email queries regarding bargaining to a designated email address.

55. Now produced and shown to me and marked "JP-18" is a true copy of the email from Dr Cockram to all employees sent on 22 February 2018.

56. On 26 February 2018, Dr Cockram emailed all employees advising them that a copy of the Agreement, related documents and explanatory information was available on the Workplace Relations intranet page, which was accessible from the MFB intranet homepage. The email provided a link to those materials, and also advised that:

(a) employees will have the opportunity to vote to approve the proposed Agreement from 0600 hours (6:00am) on 9 March 2018 until 1300 hours (1:00pm) on 16 March 2018;

(b) the confidential vote will be conducted electronically by Computershare Investor Services (Computershare);

(c) employees will be required to cast their vote online, using a computer or other electronic device (i.e. smart phone or tablet); and

(d) employees could contact the Workplace Relations team if they required additional support or an interpreter to understand the terms of the agreement.

57. Now produced and shown to me and marked "JP-19" is a true copy of the email from Dr Cockram to all employees sent on 26 February 2018.

58. For the entire access period the MFB posted on its Workplace Relations intranet page (which is available to all MFB Operational Employees) the following materials:

(a) a copy of the Agreement;

(b) material incorporated into or referred to in the Agreement;

(c) correspondence between the MFB and the United Firefighters Union of Australia; and

(d) a summary guide to the Agreement which set out the terms of the Agreement and their effects.
59. Now produced and shown to me and marked "JP-20", "JP-21", "JP-22" and "JP-23" respectively are true copies of the documents referred to at paragraphs 58(a), (b), (c) and (d) above.

60. Also on 26 February 2018, the MFB sent a letter by express post to all MFB Operational Employees who were identified as being on leave during the access and/or vote period containing the same information as the email described in paragraph 56 above.

61. Now produced and shown to me and marked "JP-24" and "JP-25" respectively are a copy of the template of the letter sent out on 26 February 2018 to employees on leave, and a true copy of the MFB's records of the employees who received the letter via express post with the names and addresses of the recipients redacted for privacy reasons.

62. During the period 26 February 2018 until 16 March 2018, the correspondence to the MFB's designated bargaining email address was overwhelmingly comprised of requests for a hard copy of the Agreement. In response to each email, one of two things, generally, occurred. Either the employee was posted a hard copy, or where the employee had access to a printer at the station, a PDF version was provided for the employee to print at the station (this was done because it would have taken longer to reach them if we printed and sent a copy via DX). There were no specific queries in relation to the terms of the Agreement itself or a request for an explanation of the terms of the Agreement.

63. In addition to the steps taken during the access period by the MFB to explain the terms and conditions of the Agreement and their likely effect to the employees that it would cover, I understand that during this period the UFU also took a number of steps to explain the Agreement to their members. I understand that the UFU held a number of briefings at off-site locations such as Trades Hall. As these are member meetings, I have no direct knowledge of the discussion or explanation that took place or indeed, the employees who attended.

64. I have sighted copies of six separate UFU bulletins that were circulated in the period 22 February 2016 through 16 March 2016. There may have been additional bulletins but I have not sighted copies of these.

Voting period

65. On 9 March 2018, the MFB notified all employees that voting for the Agreement was open.

66. Now produced and shown to me and marked "JP-26" is a true copy of the email from 'MFB Communications' to all employees sent on 9 March 2018.

67. The electronic ballot was conducted by Computershare. In order for employees to cast a valid vote, they needed to provide their employee number and home address post code (that is, the post code they have provided to the MFB). Once the employee had cast, reviewed and confirmed their vote, they could not vote again.

68. Now produced and shown to me and marked "JP-27" is a true copy of a letter from Computershare to all employees on leave and marked "JP-28" is a true copy of the text of an email sent to all employees. I am informed by Computershare that they sent the email to all employees at their MFB email address and, if they were identified as being on leave, Computershare sent the letter to their home address.
69. On 13 March 2018, the MFB sent an email to all employees reminding them that voting for the Agreement was underway.

70. Now produced and shown to me and marked "JP-29" is a true copy of the email from 'MFB Communications' to all employees sent on 13 March 2018.

71. On 15 March 2018, the MFB reminded all employees that voting for the Agreement was closing the next day.

72. Now produced and shown to me and marked "JP-30" is a true copy of the email from 'MFB Communications' to all employees sent on 15 March 2018.

Outcome of the employee vote

73. The ballot closed at 1.00pm on 16 March 2018, after which time the results were counted by Computershare. The outcome of the ballot was that, of the 1,999 employees eligible to vote, 1,768 cast a valid vote and 1,759 voted to approve the Agreement.

74. Now produced and shown to me and marked "JP-31" is a true copy of the letter from Computershare to the MFB dated 16 March 2018.

75. On 16 March 2018, Dr Cockram emailed all employees advising that the MFB Operational Employees had voted yes to the Agreement.

76. Now produced and shown to me and marked "JP-32" is a true copy of the email from Dr Cockram to all employees sent on 16 March 2018.

Application for approval

77. The Agreement was lodged for approval by the MFB on 3 April 2018.

78. Now produced and shown to me and marked "JP-33" is a true copy of the Form F17 lodged with the Commission on 3 April 2018.

OPERATION OF 2010 OPERATIONAL AGREEMENT

Consultation

79. The MFB engages in consultation with its employees, and their representatives, in a number of ways. One of those is via the MFB's Consultative Committee, and its subcommittees, which operate under the 2010 Operational Agreement.

80. The MFB's Consultative Committee's primary function is to consult with employees regarding the operation and application of the 2010 Operational Agreement, and other terms and conditions of employment. The matters considered by the Consultative Committee are wide ranging and include, for example, types of equipment used, operational operating procedures and station design.

81. The Consultative Committee may also establish sub-committees to make recommendations to the Consultative Committee on various topics. The sub-committees have less members, but typically, the membership have particular expertise in the area that the sub-committee is responsible for (i.e. the training sub-committee has representatives from Operational Training, and the Rostering sub-committee has representatives from the Rostering department).
82. The Consultative Committee and each of its subcommittees are comprised of equal numbers of people nominated by each of the MFB and UFU.

83. To the best of my knowledge, information and belief, the current composition of the Consultative Committee is as follows:

(a) Consultative Committee:

(i) **MFB Nominees:** Deputy Chief Officer David Bruce, Acting Deputy Chief Officer Rob Purcell, Assistant Chief Fire Officer Peter Thomas, Greg Pearson (Director, Property Services), Acting Deputy Chief Officer Ken Brown, and Janet Whitecross (MFB IR Representative); and

(ii) **UFU Nominees:** David Hamilton, Danny Ward, Michael Tisbury, Tony Martin, Rob Psaila, Rini Krouskos (UFU IR Representative) and Carol Gee (UFU IR Representative).

84. The subcommittees’ membership varies from time to time, based on the topics being discussed and the expertise and availability of those who might be nominated to attend. The current subcommittees are:

(a) V&E (Vehicle and Equipment) Subcommittee;

(b) Uniform Subcommittee;

(c) Rostering Subcommittee;

(d) Training Subcommittee;

(e) Marine Subcommittee;

(f) RADAP (Resources, Allocation, Deployment Advisory Panel);

(g) OH&S Policy Subcommittee; and

(h) Interoperability Subcommittee (I don’t believe that this committee has met regularly or recently).

85. There are also working groups established to deal with discrete projects or items.

86. The Consultative Committee operates quite formally, with its members receiving papers relevant to any upcoming agenda items for its monthly meeting seven days in advance. There are some items which are standing items on the Consultative Committee’s agenda.

87. As the Consultative Committee only meets once per month, and generally has a full agenda on each occasion, a subcommittee will generally have time to give more extensive consideration to a particular issue. This may include conducting research regarding proposed changes and approaching those employees within MFB that have specialised skills and knowledge relevant to the change.

**Dispute resolution**

88. Currently the majority of disputes under the 2010 Operational Agreement are lodged by the UFU. Individuals and the MFB may also lodge disputes, but in my experience this occurs on a very infrequent basis.
89. Under the Agreement, there are a number of avenues for dispute resolution including the clauses on Dispute Resolution and the Disputes Panel. In relation to consultation, there is provision for the appointment of a Dispute Resolution Officer.

90. The dispute provisions in the Agreement are not intended to be exhaustive. The existence of these provisions does not prevent an employee from bringing a dispute through another avenue, either informal or formal. There may be issues that are resolved informally, however it is my understanding that this occurs mostly at the local workplace level and typically my department would not be advised of them. From time to time employees do call one of my team to enquire about a term of the 2010 Operational Agreement, and sometimes the matter does not progress further. Generally speaking, only formal disputes are escalated to my department.

Rostering

The 10/14 roster

91. Generally speaking, the 10/14 roster is the standard method for arranging the hours of work of most operational firefighters within the MFB. It provides a framework within which the MFB delivers fire services 24 hours per day, seven days per week.

92. A full-time operational firefighter who works on the 10/14 roster does so on a rolling basis of four days on, four days off. The working hours of an employee on this roster are comprised of two day shifts of ten hours followed by two night shifts of fourteen hours.

93. The areas of Victoria serviced by the MFB are divided into five separate districts: central, north, south, east and west. Each employee on the 10/14 roster is allocated to a platoon (usually "A", "B", "C" or "D") within a specific district. It is my understanding that the employees comprising each individual platoon are then rostered to work together on an alternating basis with other platoons in the relevant MFB district.

94. From time to time, where a member of a platoon is absent (for example, due to sick leave), they may be replaced by another employee either from a different station or by an employee who is recalled to work.

95. The 10/14 roster is devised for a 12-month period in advance and is structured to include annual leave. Given the degree of advance notice afforded to employees by this roster structure, the 10/14 roster provides certainty to employees and enables them to put appropriate arrangements in place to manage their personal lives including family, holidays, study or caring responsibilities because each employee knows when they will and will not be working.

96. The use of a roster – whether it is 10/14 or some other roster arrangement - enables the MFB to ensure that it has adequate resourcing levels to meet minimum crewing requirements, which are discussed further below.

Special administrative duties

97. There are other roster patterns available to firefighters who will be covered by the Agreement, in addition to the 10/14 roster. Such other options, such as part time work or flexible work arrangements, can be considered where they are requested by an employee to enable them to accommodate their own personal circumstances.

98. One of the ways that the MFB can accommodate employees working hours other than a full-time 10/14 roster is under the Special Administrative Duties roster.
99. The cost to the organisation of these arrangements in the form of the special administrative duties allowance as a portion of the MFB's overall wage expenditure is negligible.

100. It is my understanding that an employee engaged to carry out work other than firefighting in a station is still required to keep their training and skills at a level to enable them to carry out duties as an operational firefighter. There are designated numbers of day worker positions, including for Senior Station Officers, Station Officers and Leading Firefighters.

Flexible work

Requests for flexible working arrangements

101. If an employee made a request to work part time the MFB would consult with the employee and their representative in relation to that request, with a view to determining where an employee could be accommodated having regard to their skills and experience, ideally within the employee's existing district.

102. In my experience, the MFB has accommodated requests for flexible and part-time working arrangements where they have been made. It is my understanding that on each of those occasions, the UFU did not object to those arrangements either when they were put forward or following their implementation.

Flexibility arrangements for female firefighters

103. The MFB and UFU consulted in relation to the formulation of a new pregnancy policy, which was recently agreed to and has taken effect as MFB policy.

104. This sets out in a formal way arrangements that have been implemented at the MFB in relation to pregnant firefighters.

105. Now shown to me and marked JP-34 is a true copy of the MFB Firefighter Pregnancy - Policy & Procedure dated 30 March 2017.

106. In essence, where a female operational firefighter falls pregnant, MFB's occupational health and safety obligations necessitate a change to the employee's working arrangements due to the risks posed by firefighting duties to the employee and her unborn child.

107. In that regard, the MFB has worked constructively with the UFU in relation to expectant mothers, including by placing these employees at district stations or at other locations where they can undertake project-based work or perform other meaningful alternative duties that enable those employees to build upon their existing skillset, while ensuring they are not exposed to inappropriate risks.

108. I am aware of instances where pregnant employees have continued to work full-time hours on the 10/14 roster, usually as part of the same platoon they were allocated to as operational firefighters.

Promotional opportunities

109. I am not specifically familiar with all of the training and experience requirements in respect of each classification under the 2010 Operational Agreement and the preconditions an employee must satisfy in order to progress to a higher classification.
110. However, broadly speaking, I am aware that, in order to progress to certain classification levels under the 2010 Operational Agreement, there is a requirement for employees to complete specified periods of shift work as both an operational firefighter on the 10/14 roster and also a certain amount of day work.

111. It is my understanding that the duties and responsibilities associated with higher classifications under the 2010 Operational Agreement, such as Senior Station Officer and Commander, entail a greater component of day work than some of the lower classifications.

Training and skill maintenance

112. I understand that an important reason that the MFB requires its operational firefighters to maintain their skills and competencies is because, if there is a major fire or major event and subject to any restrictions they may have for health and safety reasons, all MFB Operational Employees on duty will be called on to respond, even if that person may be on 'day work' at that particular time, as outlined above.

JANETTE LORI PEARCE

13 August 2018
IN THE FAIR WORK COMMISSION

Matter No: AG2018/1278

Applicant: Metropolitan Fire and Emergency Services Board

ANNEXURE JP-1
From: Bargaining 2013  
Sent: Friday, 19 April 2013 9:01 AM  
To: groupc@mfb.vic.gov.au  
Subject: Notice of employee representational rights  
Importance: High

Notice of employee representational rights

*Fair Work Act 2009, subsection 174(b)*

The Metropolitan Fire & Emergency Services Board gives notice that it is bargaining in relation to an enterprise agreement (the Metropolitan Fire Brigade Operational Employees Agreement 2013) which is proposed to cover employees whose substantive classification is:

- Recruit Firefighter;
- Firefighter Level 1;
- Firefighter Level 2;
- Firefighter Level 3;
- Qualified Firefighter;
- Senior Firefighter;
- Leading Firefighter;
- Station Officer;
- Senior Station Officer; or,
- Fire Services Communication Controller.

**What is an enterprise agreement?**

An enterprise agreement is an agreement between an employer and its employees that will be covered by the agreement that sets the wages and conditions of those employees for a period of up to 4 years. To come into operation, the agreement must be supported by a majority of the employees who cast a vote to approve the agreement and it must be approved by the Fair Work Commission.

**As an employee whose classification will be covered by the proposed agreement,** you have the right to appoint a bargaining representative to represent you in bargaining for the agreement or in a matter before Fair Work Commission about bargaining for the agreement.
You can do this by notifying the person in writing that you appoint that person as your bargaining representative. You can also appoint yourself as a bargaining representative. In either case you must give a copy of the appointment to your employer.

Please advise the MFB of your nominated bargaining representative via e-mail to bargaining2013@mfb.vic.gov.au providing the following information:

- The name of the nominated bargaining representative; and,
- The bargaining representative’s contact details.

If you are a member of a union that is entitled to represent your industrial interests in relation to the work to be performed under the agreement, your union will be your bargaining representative for the agreement unless you appoint another person as your representative or you revoke the union’s status as your representative.

Bargaining representatives will be released from operational duties to attend bargaining. It is unlawful under the Fair Work Act 2009 for bargaining representatives to be excluded from bargaining or to be treated adversely by either the MFB or other bargaining representatives.

Questions?
If you have any questions about this notice or about enterprise bargaining, please speak to either:

- the Employer via the Employee Relations department or via email to bargaining2013@mfb.vic.gov.au;
- bargaining representative;
- go to www.fairwork.gov.au; or,
- contact the Fair Work Commission Infoline on 1300 799 675.

Bargaining 2013
Metropolitan Fire and Emergency Services Board
456 Albert Street | EAST MELBOURNE | VIC 3002
www.mfb.vic.gov.au

Be earthsmart. Please consider the environment before printing this email.
IN THE FAIR WORK COMMISSION

Matter No:    AG2018/1278

Applicant:   Metropolitan Fire and Emergency Services Board

ANNEXURE JP-2
From: Bargaining 2013  
Sent: Friday, 19 April 2013 9:01 AM  
To: groups@mfb.vic.gov.au  
Subject: Notice of employee representational rights  
Importance: High

Notice of employee representational rights

*Fair Work Act 2009*, subsection 174(6)

The Metropolitan Fire & Emergency Services Board gives notice that it is bargaining in relation to an enterprise agreement (the Metropolitan Fire Brigade Senior Operational Leadership Agreement 2013) which is proposed to cover employees whose substantive classification is:

- Assistant Chief Fire Officer; or,
- Commander.

**What is an enterprise agreement?**
An enterprise agreement is an agreement between an employer and its employees that will be covered by the agreement that sets the wages and conditions of those employees for a period of up to 4 years. To come into operation, the agreement must be supported by a majority of the employees who cast a vote to approve the agreement and it must be approved by the Fair Work Commission.

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IN THE FAIR WORK COMMISSION

Matter No:  AG2018/1278

Applicant:  Metropolitan Fire and Emergency Services Board

ANNEXURE JP-3
# MFB Proposed Senior Operational Leadership Enterprise Agreement 2013

## Bargaining Meeting

### MINUTES

<table>
<thead>
<tr>
<th>Meeting Number:</th>
<th>Date:</th>
<th>Time:</th>
<th>Location:</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/2013S</td>
<td>15 May 2013</td>
<td>10:30 – 14:00</td>
<td>74 Stanley Street, West Melbourne</td>
</tr>
</tbody>
</table>

### Attendees:

**MFB Representatives:**
- Paul Stacchino
- Sean Hogan
- John Jugum
- David Jarwood
- Gail Wrigley (minute taker)

**Bargaining Representatives:**
- Louis Mele
- Phil Klein
- Andrew Zammit

**UFU Representatives did not attend**

### Reference

**Agenda Item 2**

Bargaining schedule accepted by Bargaining Representatives without prejudice to any application for scope orders in relation to proposed coverage.

### Meeting closed at 14:00

### Next Meeting Details:

<table>
<thead>
<tr>
<th>Meeting Number:</th>
<th>Date:</th>
<th>Time:</th>
<th>Location:</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/2013S</td>
<td>23 May 2013</td>
<td>10:30 - 16:00</td>
<td>74 Stanley Street, West Melbourne</td>
</tr>
</tbody>
</table>
IN THE FAIR WORK COMMISSION

Matter No: AG2018/1278

Applicant: Metropolitan Fire and Emergency Services Board

ANNEXURE JP-4
### MFB Proposed Senior Operational Leadership Enterprise Agreement 2013

**Bargaining Meeting MINUTES**

<table>
<thead>
<tr>
<th>Meeting Number:</th>
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<tbody>
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</table>

**Attendees:**

<table>
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<tr>
<th>MFB Representatives:</th>
<th>Bargaining Representatives:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul Stacchino</td>
<td>Louis Mele</td>
</tr>
<tr>
<td>Sean Hogan</td>
<td>Phil Klein</td>
</tr>
<tr>
<td>John Jugum</td>
<td>John Rampling</td>
</tr>
<tr>
<td>David Jarwood</td>
<td>UFU Representatives did not attend</td>
</tr>
<tr>
<td>Gail Wrigley</td>
<td></td>
</tr>
<tr>
<td>Rachel Brown (minute taker)</td>
<td></td>
</tr>
</tbody>
</table>

**Reference**

<table>
<thead>
<tr>
<th>Agenda Item 1</th>
<th>Welcomed John Rampling to the bargaining process.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agenda Item 3</td>
<td>2010 Deed of Agreement distributed to Lou Mele, Phil Klein and John Rampling.</td>
</tr>
<tr>
<td>Agenda Item 5</td>
<td>Discussion regarding the intention of clause 2.2. It is not the MFB’s intention to create two classifications of Commander and will consider alternative drafting to address the concerns raised.</td>
</tr>
</tbody>
</table>

Meeting closed at 12:30

**Next Meeting Details:**

<table>
<thead>
<tr>
<th>Meeting Number:</th>
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</tr>
</tbody>
</table>
## MFB Proposed Senior Operational Leadership Enterprise Agreement 2013
### Bargaining Meeting
### ACTION ITEMS

### OPEN ITEMS

<table>
<thead>
<tr>
<th>Meeting Date</th>
<th>Action Item</th>
<th>Assigned to</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 May 2013</td>
<td>Bargaining Representatives: Has any part of the companion Deed to the Operational Staff Agreement 2010 been actioned and if so what part? MFB to consider response on notice.</td>
<td>MFB</td>
<td>Open</td>
</tr>
<tr>
<td>15 May 2013</td>
<td>Bargaining Representatives request the MFB to investigate the existence of an insurance fund that provides for independent legal assistance for individual employees and if so if there is a facility to have contributions deducted from payroll. No claim on MFB to co contribute. MFB to consider response on notice.</td>
<td>MFB</td>
<td>Open</td>
</tr>
<tr>
<td>23 May 2013</td>
<td>Requested to provide examples of the emergency roster (e.g. CFA). MFB to consider request on notice.</td>
<td>MFB</td>
<td>Open</td>
</tr>
<tr>
<td>23 May 2013</td>
<td>MFB to provide copies of the Modern Award to Bargaining Representatives present at the meeting.</td>
<td>MFB</td>
<td>Open</td>
</tr>
<tr>
<td>23 May 2013</td>
<td>MFB to provide a break down of the costings with respect to clause 10 to the Bargaining Representatives present at the meeting.</td>
<td>MFB</td>
<td>Open</td>
</tr>
<tr>
<td>23 May 2013</td>
<td>Bargaining Representatives request the MFB provide the intent of how clause 15 (Provision of work vehicle) will be enacted.</td>
<td>MFB</td>
<td>Open</td>
</tr>
</tbody>
</table>

### CLOSED ITEMS

<table>
<thead>
<tr>
<th>Meeting Date</th>
<th>Action Item</th>
<th>Assigned to</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 May 2013</td>
<td>Bargaining Representatives have formally requested the MFB to provide a copy of the companion Deed to the Operational Staff Agreement 2010. MFB to consider response on notice.</td>
<td>MFB</td>
<td>Closed 23 May 2013</td>
</tr>
</tbody>
</table>
IN THE FAIR WORK COMMISSION

Matter No: AG2018/1278

Applicant: Metropolitan Fire and Emergency Services Board

ANNEXURE JP-5
MFB Senior Operational Leadership Agreement 2013

Bargaining Meeting 15 August 2013

Attendees:

MFB
Sean Hogan
Paul Stacchino
Mark Dalrymple
Matthew Minucci
Maree Naylor (Administrative Staff Member)

UFU
Paul Mullett
Michelle Baldini

Independent Reps
Cmdr R Trimboli (Late Arrival)
Cmdr L Mele

12:58 pm  UFU Representatives Arrive
01:01 pm  Bargaining Meeting Commences
01:26 pm  Meeting Closed

1. Paul Stacchino (PS) commenced the bargaining meeting at approximately 01:01 pm, welcomed all parties, and reminded the parties that this was the third meeting with respect to the proposed Senior Operational Leadership Agreement 2013 (Proposed Agreement). PS advised of the minutes of the last meeting, they were projected onto the wall for all parties to observe and PS then proposed to work through the minutes and action items arising.

2. Paul Mullett (PM) replied with words to the effect as follows:
We have got these [referring to the minutes]. We are going to raise matters, not with respect to structure at this time. The UFU reiterates its position as expressed from the last meeting [referring to the bargaining meeting regarding the Proposed Operational Agreement on 6 August 2013] that protocols regarding the conduct of bargaining are not agreed to. The reason the UFU did not attend the last two Senior Leadership Bargaining meetings was because there was a dispute at the time [dispute re clause 4 and 5 of the Current Ops Agreement].

3. PS continued:

You're referring to our meeting with respect to the proposed Operational Agreement...

4. PM interjected:

You can refer to it as that, we are not referring to it as that...

5. PS continued:

In the context of the minutes, the minutes MFB are taking are standard, as per the Consultative Committee and the UFU have concerns about that. We wanted the UFU's proposal with respect to that, we have not seen it yet.

6. There was an exchange at this point between PS and PM to the effect that in response to PS's queries with respect to the proposal around bargaining protocols, that the UFU have given you that response in their letter dated 9 August 2013, with respect to meetings proposed at Trades Hall. PM then said:

You can't dictate how bargaining occurs! We have an independent proposal that we want to put at some point. We have an issue before we put that, and that is the issue with this building. We have a preliminary concern; it came to our attention as we were leaving the building last time. This is an MFB owned premises. Is it predominantly unoccupied?

7. Seán Hogan (SH) replied:

What is the relevance?

8. PM responded:
I'm asking Paul a simple question Sean! If you want to put your hand up his back...

9. PS said:

We are now answering your question...

10. SH also interjected:

I will cut across anytime I wish to. Let's be clear, we are all here together. If I have a question it will be put.

11. PM replied:

You can cut across, now who is leading? Who is lead negotiator?

12. SH replied:

We are here representing the MFB.

13. PM asked again:

Who is leading?

14. SH replied:

We are here representing the MFB.

15. PM asked again:

Who is leading?

16. SH replied:

We have given our response to the question.
17. PM replied with words to the effect of:
   Ok. Well we will draw the inference that there is no leader.

18. PS replied:
   Your inference is wrong.

19. PM asked:
   Who is leading?

20. PS replied:
   It is a team. I am convening the meeting and leading this meeting.

21. SH then said to PS:
   Let them draw that inference if they want to. We are here to represent the MFB.

22. PM replied:
   Back to the issue [the issue was with respect to the premises at Stanley Street], Paul was giving a decent answer…

23. SH interjected:
   I want to know the context.

24. PM replied:
   What we use it for [the answer] is our business.

25. Michelle Baldini (MB) interjected:
The MFB have suggested this as a meeting venue. The relevance of the question is what is the building used for?

26. PS replied:

This is being used as a meeting venue put together for the purposes of the bargaining schedule. We have invited the representatives to attend and we have had 3 meetings here.

We have storage capabilities, boxes and signage. We also have HAZMAT equipment stored.

27. MB asked:

There is nothing out here? [Gesturing to the rear parking yard]

28. PS continued:

The venue is available to have meetings.

29. PM replied:

Are the premises being used for any other purpose?

30. PS replied:

They are used as a warehouse and for bargaining.

31. PM asked:

How safe is this building?

32. PS replied:

It has housed project teams, training and other activities.

33. PM continued:
But from an OH&S perspective, how compliant is it?

34. PS replied:

It is compliant with the legislation. We don’t need to demonstrate that to you.

35. PM asked:

Have you undertaken an inspection in an OH&S context? Has there been an inspection?

36. PS clarified:

When?

37. PM replied:

Currency. Has there?

38. SH replied:

We will take that on notice.

39. PM asked:

When was the last inspection?

40. PS replied:

We can’t answer that without checking.

41. PM continued:

Our very reliable information is that there is asbestos in this room. Surely you have conducted a full inspection?
42. PS replied:

We have had others use it.

43. SH continued:

We will take it on notice.

44. PM replied:

We want that done as a matter of urgency. We don't want to be in the building.

45. SH replied:

We don't know about the assessment. It cannot be ascertained at this time and we will check with Property Services and raise the asbestos.

46. PS then asked PM:

You don't want to continue?

47. PM replied:

I wouldn't want to be here.

48. SH asked:

You said that you had some concerns about this from the last meeting...

49. PM replied:

We had a discussion following the last meeting which started our concerns. Late morning today it was confirmed that there is asbestos. As you would know Sean this a concern. We have other issues as well, but we raise asbestos as the priority. An inspection might come back with other deficiencies but I suggest that it's not compliant
under the regulation framework. We wouldn’t want to end up in the Magistrates’ Court, but the UFU will head there...

50. PS replied:

We are happy to continue and take on board what you have said and undertake checks.

51. PM said:

It’s a potential risk!

52. PS said:

Most of Melbourne has asbestos in it.

53. SH interjected:

If you don’t want to proceed then that is a matter for you.

54. PM said:

I can smell it in the air. I don’t want to put ourselves at risk. Lou Mele wouldn’t want to put himself at risk...

55. PS asked:

Are you then leaving the meeting on that basis?

56. There was then an exchange between PM and SH which I attempted to record in my notes but did not accurately do so.

57. PM then said words to the effect of:

There are no documents of proof. You have no evidence and you cannot prove the building is safe.
58. SH said:

This only came to your concern this morning?

59. PM replied:

Inquiries were being made up until late morning today.

60. At this point in time, Ross Trimboli (RT) entered the premises and apologised for being late.

61. There was an exchange between the parties welcoming RT and the meeting moved to summarising the progress of the meeting for RT's benefit.

62. PM then said words to the effect of:

We raised issues with respect to the building. It is only used for bargaining. We questioned the MFB and we received reliable information this morning and the MFB are not in a position to rebut that the building is unsafe. We want to make sure that our employees are not at risk, but that is a matter for the representatives if they wish to continue. It is the proposal of the UFU that the MFB provide a recent inspection about how it was done. We want evidence of the inspection. We say it hasn't been inspected and that the inspection should be done within 24 hours.

63. SH again replied:

We will take the concerns on notice.

64. PM said words to the effect of:

We are being genuine in not wanting to stop bargaining but let's not work in a building that puts safety at risk.

65. There was then an exchange between SH and PM with respect to the UFU’s source of the information regarding the safety of the building. SH asked where the UFU got their information from and the UFU would not disclose it. They said it was confidential and reliable and they wouldn't give any further information.

66. SH replied with words to the effect of:
You can't confirm the information, so it can't be substantiated.

67. PM then said:

We not going through it. Don't cross examine me Sean. You should not have neglected this information!

68. SH replied:

But it's based on your information.

69. PM replied:

It should have been ticked off.

70. SH then said:

We have asked for your responses on 9 August 2013...[SH then proceeded to ask the UFU about coverage. I do not remember the exact form of the question, nor did I record it.]

71. PM interjected:

We don't want to continue. We repeat our position.

72. SH replied:

So you're not prepared to answer?

73. PM said:

We will answer when you can prove the inspection has been done.

74. RT then said:
I want to know as a matter of timing?

75. SH replied with words to the effect:

We will not be able to respond in 24 hours or conduct an inspection in that time. We take the allegations seriously and will get back to you.

76. PS then concluded the meeting with words to the effect of:

The UFU have put allegations about the safety of the building. They are asking us to go through it. We will do so, and on that basis we conclude the meeting.

77. I confirm that these notes were typed by reviewing my hand written notes of the bargaining meeting on 15 August 2013. I acknowledge that portions of these notes have been produced from my own memory of what occurred, and that my handwritten notes do not capture all aspects of the conversations had between the Parties. These notes are my best recollection of what occurred on 15 August 2013.

Notes prepared by:

Matthew Minucci
Solicitor
Employee Relations
Metropolitan Fire Brigade

Reviewed by:

Paul Stacchino
Deputy Chief Officer
Metropolitan Fire Brigade

Seán Hogan
Director, Employee Relations
Metropolitan Fire Brigade
IN THE FAIR WORK COMMISSION

Matter No:  AG2018/1278

Applicant:  Metropolitan Fire and Emergency Services Board

ANNEXURE JP-6
MFB Operational Staff Enterprise Agreement 2013

Bargaining Meeting 6 August 2013

Attendees:

MFB
Sean Hogan
Paul Stacchino
John Jugum
Mark Dalrymple
Matthew Minucci
Maree Naylor (Administrative Staff Member)

UFU
Paul Mullert
Casey Lee
Michelle Baldini

10:35 am    UFU Representatives Arrive
10:35 am    Bargaining Meeting Commences
11:00 am    MFB call for Break
11:05 am    Meeting Resumes
11:25 am    Meeting Closed

1. Paul Stacchino (PS) commenced the bargaining meeting at approximately 10:35 am, welcomed all parties, and suggested that all people at the bargaining table introduce themselves to one another. The MFB and the UFU (the Parties) agreed, and each person at the bargaining table then proceeded to introduce themselves.

2. At the completion of the introductions, Casey Lee (CL) asked Matthew Minucci (MM), "Are you a lawyer?"

3. MM replied "Yes".

4. CL then asked about Stanley Weaver, and why he wasn’t in the meeting.
5. PS then said words to the effect as follows:

Stanley Weaver isn’t here, and won’t be part of this process as he is ill. He has advised us that we will not be a bargaining representative in this process.

The UFU have had the proposed operational enterprise agreement now for 5 months. The MFB want to hear your proposals or responses to that agreement. Both parties are welcome to take a time out when necessary. There are two break out rooms provided, the MFB will take this one, and the UFU can have that one behind you. [PS then proceeded to identify the relevant rooms within the Stanley Street complex]. The MFB have organised lunch and the UFU are more than welcome to partake in that with us. The MFB expects that both parties will conduct these meetings and the bargaining process in accordance with the good faith requirements of the Fair Work Act. The MFB intends to record minutes of the meeting.

The MFB proposes that the two issues to discuss at today’s meeting should be the coverage of the proposed operational agreement and the operation of the agreement, that is clauses 1.3 and 1.4 respectively. We would ask that the UFU provide a response to the proposed enterprise agreement and the MFB’s proposals, or a response to those proposals.

6. CL then said:

Paul, just to begin with we just want to advise that we are restricted for time. We are planning on leaving at about 12:30 pm today if that is convenient?

[PS nodded, or said yes, or words to that effect, acknowledging and accepting that proposition]

Now, is what you’re proposing that we take minutes jointly, or our own notes? Can we consider that?

7. PS then replied:

We will be taking minutes in the following manner…
8. PS then proceeded to describe the process of minute taking proposed by the MFB. That process was intended to be collaborative and done jointly with the UFU.

9. Paul Muller (PM) then said words to the effect of:

    Hold on a minute Paul, we would like to consider your views regarding the minutes. We want a more detailed proposal with respect to minutes.

10. PS then replied to this comment, but I do not recall what was said and I did not capture it in my notes.

11. Seán Hogan (SH) then stated:

    We will be taking minutes of the meetings. It is our preference that they be shared, but it is up to you.

12. PM replied:

    Minutes are shared and common. Without agreement, the other party may not be happy with what the minutes reflect.

13. SH stated:

    We are not here to bargain the structure of the minutes.

14. CL replied:

    Well do we get a wall space?

15. CL’s comment was in relation to the fact that the proposed joint minutes were projected onto the wall of the room in which the meeting was being held. The minutes were projected so that both parties could see what was being recorded.

16. PS stated:

    We are going to take our own notes.
17. SH continued:

We know the ploy Casey. The template of the minutes is the same as the consultation committee minutes

18. PM replied:

Well you can't refer to them as minutes. How can we have an adult framework around this? It comes back to the standards of what minutes are. If we are not going to have the framework; if you are not going to invite us to contribute, then how can you have your notes on a board? You're effectively shoving these minutes down our throats.

The UFU are here, trying to discuss matters and all the MFB is doing is wanting to shut it down. And I would like to have that minuted.

We are open to being collaborative. We might not agree on a proposal just about the minutes. We have an alternative proposal, not only on the minutes.

19. PS then asked:

What are the concerns?

20. PM responded:

Could we have a proposal?

21. PS replied:

We intend to record the conversations and matters arising for both parties. We want to record the actions from that conversation and provide to both parties and other bargaining representatives. We will provide via email after the meeting in a timely manner.

22. There was then an exchange between PM and SH which I attempted to record in my notes but was unable to do so. I do not recall the exact specifics of the discussion but I believe that it related to the setting of agendas at each meeting and the matters arising for discussion at today's bargaining meeting.
23. SH then said:

We think it is appropriate for all parties to put forward matters to cover off at the start of every meeting.

24. The conversation then turned to an examination of the format of the minutes projected onto the wall. It was the UFU who initiated this discussion.

25. There was an exchange between the parties about what certain headings meant on the document. At the conclusion of that discussion, CL said, or words to the effect of:

For the purposes of today, our view is that we take our own notes and proceed in that way.

26. The MFB then called for a break in proceedings, and all parties retreated to their respective break out rooms.

27. The bargaining meeting resumed and PS stated as follows:

It is our position that there should be shared minutes and have them distributed to all parties.

28. SH said:

Our position is that we are uncomfortable proceeding today on substantive matters without having an agreed format. The format we propose is the same as we consult on the Consultative Committee.

29. The UFU agreed with SH. PM said:

We want to have a collaborative approach to all matters. We also have an alternative proposal which is broader than the minutes. While we were having a break, we listed the UFU’s agenda on the whiteboard. UFU want to discuss the MFB’s bargaining notice.

30. CL said:

We don't want to have a situation like with the Corporate Agreement where we suddenly we have a document that is not an agreed document or something like that.
31. PS then asked:

What are you proposing?

32. CL replied:

All sorts of stuff.

33. PS again asked:

Have you got a proposal?

34. PM replied:

We want to raise a threshold issue first up. Without having a lengthy discussion on the MFB’s proposal with respect to minutes, we will have to take our own notes.

35. PS agreed:

We will take our own notes for the threshold issue.

36. Casey Lee said:

We think the MFB created problems with its notice of representational rights being defective. It is not as described in the Fair Work Act. It does not fall into those requirements.

37. SH asked:

Do you have any specifics?

38. PM replied:

It doesn’t comply...
39. SH interjected:

If you have an allegation, then you need to set it out.

40. PS continued:

You know what the issue is. We’ve given the notices and we believe this is correct.

41. SH asked:

When did this come to your attention?

42. CL replied:

We didn’t immediately see the notice. We genuinely came to a view about the notice last night.

43. There was also an exchange in and around this time of the meeting with Michelle Baldini (MB) where MB noted that the notices were not consistent with the amendments to the regulations of the Fair Work Act.

44. PS then said:

We now need to look at it [referring to the Notices] in that context. It will take some time. We suggest then as a result of that, if you consider this a threshold issue, we should close the meeting.

45. SH confirmed:

The issue is that the notice does not comply with the prescribed notice as set out in the Fair Work Act. While we consider this issue, you will consider the proposal of shared minutes. We will email you the pro forma document.

46. PM replied:

Subject to your processes with the notice, we will table an alternative proposal.
47. PS asked:
   
   Have you formed that view about the notices with respect to the Senior Ops? The bargaining notices are the same?
   
   [The UFU agreed this was the case]
   
   We will look into both notices and correspond on both notices.

48. PM said:

   We have responded that there is an alternative proposal.

49. PS then requested:

   Can we receive prior to the next meeting the alternative proposal?

50. PM said:

   We will forward to you in the next 24 hours.

51. PS replied:

   If notice correct.

52. PM said:

   Sean and Casey will confer on the notice, and if the notice needs rectifying then the Senior Operational Meeting will be adjourned on Thursday. We need to review our proposal. If we are happy with it and there doesn’t need to be any amendment, then we will get it to you as soon as possible.

53. PS or SH then said words to the effect of:

   You have obviously had this proposal for some time, can you tell us what it is?
54. PM then reiterated that they would need to review the proposal and then would disclose it to the MFB.

55. SH then asked:

What is the proposal about? Is it about the nature of bargaining or the EA itself? Is it about how bargaining is to be conducted? Or is it a response to the draft agreements?

56. PM replied:

The protocol will be about considerations under the act. It is the UFU’s view that we need to develop the machinery to bargain collaboratively.

57. There was then an exchange between SH and PM regarding the MFB’s view that the Fair Work Act provides an adequate framework in which to bargain and that the MFB’s view is that this is appropriate. PM responded by saying the FW Act doesn’t talk about meetings, or minutes, or other machinery or matters, and that its appropriate to develop a framework for bargaining.

58. SH said:

So effectively bargaining on bargaining?

59. PM replied:

It is not appropriate for the MFB to force these protocols down the UFU’s throat.

60. PS then said:

It is now appropriate to close the meeting.

61. The UFU agreed that the meeting should now close.

62. SH said:

Any concerns?
63. The UFU raised a concern about where the future bargaining meetings will be held. SH replied:

   The MFB intends that all meetings be held at Stanley Street.

64. The meeting then closed and the UFU left the venue.
65. I confirm that these notes were typed by reviewing my hand written notes of the bargaining meeting on 6 August 2013. I acknowledge that portions of these notes have been produced from my own memory of what occurred, and that my handwritten notes do not capture all aspects of the conversations had between the Parties. These notes are my best recollection of what occurred on 6 August 2013.

Notes prepared on 9 August 2013 by:

Matthew Minucci
Solicitor
Employee Relations
Metropolitan Fire Brigade

Reviewed by:

Paul Stacchino
Deputy Chief Officer
Metropolitan Fire Brigade

Seán Hogan
Director, Employee Relations
Metropolitan Fire Brigade
IN THE FAIR WORK COMMISSION

Matter No:   AG2018/1278

Applicant:  Metropolitan Fire and Emergency Services Board

ANNEXURE JP-7
As a result of discussions at our meeting today, the UFU notes the following outcomes:

1. At a future meeting there will be a discussion on the MFB’s proposals on protocols regarding shared minutes, records of conversation, agenda’s, meeting times and dates, attendees, matters arising, action items, outcomes and meeting locations as opposed to the UFU’s alternative proposal regarding protocols.

2. The MFB are to review its issued notices of representational rights as a result of UFU’s concerns regarding the validity of the notice.

3. Sean Hogan to contact Casey Lee prior to Thursday’s scheduled meeting in relation to point 2 and in relation to whether such meeting should proceed.

4. Subject to 3 and after review, the UFU to circulate to bargaining representatives the UFU’s alternative proposal as referred to in 1.

5. The parties agreed that discussion on claims should occur after agreement to matters arising from point 1.

Regards,

Casey Lee
IN THE FAIR WORK COMMISSION

Matter No:    AG2018/1278

Applicant:   Metropolitan Fire and Emergency Services Board

ANNEXURE JP-8
8 August 2013

Mr Casey Lee
Industrial Officer
United Firefighters Union
Victoria Branch
410 Brunswick Street
FITZROY VIC 3065

Dear Mr Lee

Response to Bargaining Meeting Outcomes

We confirm our attendance at a bargaining meeting on 6 August 2013, along with yourself, Mr Mullett and Ms Baldini of the UFU. We also confirm receipt of the UFU’s email dated 6 August 2013.

The matters discussed at the bargaining meeting were:

1. the format for the taking of minutes;
2. the alleged deficiencies with the notices of representational rights issued to employees; and
3. the UFU’s intention to put forward a proposal with respect to bargaining meetings.

Minutes

In response to paragraph 1 of the UFU’s email dated 6 August 2013, the MFB rejects that it agreed to discuss at a future meeting “the MFB’s proposals on protocols regarding shared minutes, records of conversation, agenda’s, meeting times and dates, attendees, matters arising, action items, outcomes and meeting locations”.

METROPOLITAN FIRE BRIGADE
456 Albert St, East Melbourne, Victoria 3002 Telephone (61-3) 9662 2311 Facsimile (61-3) 9665 4244
www.mfb.vic.gov.au ABN 28 596 558 561
The MFB proposed that minutes be recorded jointly in real time, by an administrative employee who is not a bargaining representative, akin to those generated in the Consultative Committee. The parties agreed at the conclusion of the meeting that an electronic copy of the MFB’s proposed format of the minutes would be forwarded to the UFU for consideration. A copy of the proposed format of minutes is attached to this letter as Annexure A. The UFU agreed that they would then consider this format, with a view to reaching agreement on the taking of joint minutes.

The MFB rejects the UFU characterising the MFB’s suggested approach as a proposal requiring consensus between the parties on the format and substance of minute taking. As previously stated, the MFB is simply suggesting the capturing of salient matters arising in bargaining through the typical approach of minute taking and follow-up actions.

The MFB will give due consideration to any alternative suggestion in relation to the format for the taking of minutes. However, should agreement on the format not be reached prior to the next scheduled bargaining meeting, the MFB proposes each bargaining representative take minutes separately going forward.

To be clear, the MFB does not believe bargaining on the terms of the proposed Operational Employees Agreement 2013 and the proposed Senior Operational Leadership Agreement 2013 (Proposed Agreements) should be delayed in any way due to issues concerning the taking of minutes. Such matters are incidental to bargaining on the Proposed Agreements and should not in any way impede the progress of bargaining.

**Bargaining Notices**

We confirm that during the course of bargaining on 6 August 2013, the UFU raised concerns with the MFB’s notices of employee representational rights (the Notices)
issued to Operational Staff and Senior Operational Staff. The Notices relate to the Proposed Agreements.

The UFU claims the Notices are defective and do not comply with the requirements of the Fair Work Act 2009 (Cth) (FW Act) and the Fair Work Regulations 2009 (Cth) (Regulations).

Apart from referring to recent changes in the Regulations, the UFU refused to articulate its specific concerns when asked, nor did it provide any basis for its claim. The UFU considered the Notices to be a threshold issue, and, as a result of the UFU’s concerns about the Notices, combined with the UFU’s wish to consider the MFB’s proposal with respect to joint minutes, the MFB closed the bargaining meeting. We also note that both the MFB and the UFU agreed to abandon the scheduled bargaining meeting on 8 August 2013 with respect to the Senior Operational Leadership Agreement 2013, so that the UFU’s concern with respect to the Notices could be considered by the MFB.

On 16 April 2013, the MFB wrote to the UFU and advised that it was the MFB’s intention to initiate bargaining for two enterprise agreements to cover the MFB’s Operational Staff and Senior Operational Staff. The MFB advised the UFU that all operational employees have been or were in the process of being notified of the MFB’s intention to commence bargaining. The UFU were also advised that all operational employees would shortly receive a notice of representational rights.

The MFB then issued the Notices by way of email to all employees to be covered by the Proposed Agreements on 19 April 2013. Until the bargaining meeting on 6 August 2013, in the three months since the Notices were issued, neither the UFU nor any other bargaining representative has raised any issues with respect to the Notices. We also note that during that time there has been a s240 dispute dealt with in the FWC, and at no time during that process did the UFU or any other bargaining representative raise any issues with the Notices.
Legality of Notices

Pursuant to s173 of the FW Act, the MFB is required to issue a notice of employee representational rights to each employee who:

(a) will be covered by the Proposed Agreements; and
(b) is employed at the time the employer initiates bargaining for the Proposed Agreements.

Section 173(5) of the FW Act, in conjunction with Regulation 2.04(4) permits the MFB to provide the Notices by way of email. Schedule 2.1 to the Regulations prescribes the form of the Notices. The MFB’s Notices comply with the requirements of the FW Act and the Regulations. There is nothing in the Notices that would have the effect of rendering them invalid.

Moreover, even if the Notices were invalid (which the MFB denies), the MFB notes that the requirements of ss 173 and 174 of the FW Act are not intended to act as an impediment to the conduct of bargaining. The requirements in sections 173 and 174 are only relevant for the purposes of determining whether an enterprise agreement can be approved by the FWC. Sections 173 and 174 do not create statutory preconditions to the commencement of bargaining.

Next bargaining meetings

It light of the above, we propose that the next bargaining meeting for the Proposed Operational Employees Agreement 2013 occur at 74 Stanley Street, WEST MELBOURNE at 1:00 pm – 4:30 pm on Tuesday, 13 August 2013. Please confirm your attendance by no later than close of business on 9 August 2013.

We propose that the next bargaining meeting for the Proposed Senior Operational Employees Agreement 2013 occur at 74 Stanley Street, WEST
MELBOURNE at 1:00 pm – 4:30 pm on Thursday, 15 August 2013. Please confirm your attendance by no later than close of business on 9 August 2013.

**UFU proposal**

Should the UFU wish to put any suggestion forward to the MFB in regard to bargaining meetings, as the UFU expressed during the bargaining meeting on 6 August 2013, we request any suggestion be provided in writing by no later than 10:00 am on Monday, 12 August 2013. The MFB will in turn consider the union’s suggestion and provide a timely response. However, as evident from the above and for the avoidance of doubt, such matters should not in any way impede the progress of bargaining on the terms of the Proposed Agreements during future bargaining meetings.

Should you have any queries please do not hesitate to contact me or Mr Seán Hogan, Director of Employee Relations.

Yours sincerely

![Signature]

Paul Stacchino  
Deputy Chief Officer

Cc: Nick Easy, Chief Executive Officer  
Chief Office Shane Wright  
Seán Hogan, Director Employee Relations  
Peter Marshall, National Secretary of the United Firefighters Union  
Acting Deputy Chief Officer Andrew Zammit  
Commander Ross Trimboli  
Commander John Rampling  
Commander Lou Mele  
Commander Phil Klein
Proposed MFB Operational Staff Enterprise Agreement 2013
Bargaining Meeting
MINUTES

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Attendees:

MFB Representatives:
Bargaining Representatives:
UFU Representatives:

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IN THE FAIR WORK COMMISSION

Matter No: AG2018/1278

Applicant: Metropolitan Fire and Emergency Services Board

ANNEXURE JP-9
WRIGLEY, Gail

From: STACCHINO, Paul
Sent: Monday, 12 August 2013 8:46 AM
To: WRIGLEY, Gail
Subject: FW: Bargaining
Attachments: 13-08-09 UFU to MFB re Bargaining.pdf

Pls file email and attachment

From: Michelle Baldini [mailto:io2@ufuvic.asn.au]
Sent: Friday, 9 August 2013 4:48 PM
To: STACCHINO, Paul
Cc: MARSHALL, Peter (Gmail)
Subject: Bargaining

*** MFB: external message processed. Details at bottom of email ***

Dear Mr Stacchino,

Please see attached correspondence from Peter Marshall, Branch Secretary.

Yours sincerely,

Michelle Baldini
Industrial Officer

United Firefighters Union
Victorian Branch

410 Brunswick Street, Fitzroy 3065
Victoria Australia
T (03) 9419 8811 | F (03) 9419 9258 | M 0417 839 549

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If you do not know the sender, and the content is spurious - treat the message as SPAM or a virus and delete it!

The MFB is committed to minimising its impact on the environment
Please consider the environment before printing this e-mail.
9 August 2013

Mr. Paul Stacchino
Deputy Chief Fire Officer
Metropolitan Fire Brigade
456 Albert Street
East Melbourne

Via email: pstawchino@mfb.vic.gov.au

Dear Mr. Stacchino,

Re: Bargaining

The United Firefighters Union ("UFU") refers to a bargaining meeting on 6 August 2013 with representatives of the Metropolitan Fire Brigade ("MFB"). We also refer to your correspondence of 8 August 2013.

Whilst noting the contents of your correspondence the UFU proposes that a meeting of the parties occurs on 15 August 2013 at 1.00pm. The UFU proposes that the meeting be scheduled at an alternative venue being the premises of the Victorian Trades Hall Council ("VTHC"). The date of 15 August 2013 is proposed as representatives of the UFU are unavailable to meet on 13 August 2013.

The UFU further proposes that the agenda items for the meeting consist of the following:

2. MFB Notice of Employee Representational Rights.

In respect to agenda item 1, the UFU confirms that we will forward electronically to the MFB a copy of the UFU proposal on this issue. This proposal will be forwarded prior to the meeting of 15 August 2013.

In respect to agenda item 2, the UFU asserts that in its correspondence the MFB have either misconstrued the position of the UFU or are being misleading as to the issue of bargaining notices and the manner in which the meeting on 6 August 2013 concluded.

In the meeting the UFU specifically referred to s174(1A) of the Fair Work Act ("The Act") in that the notice must not contain any other content other than what is prescribed in the regulations. It follows that the UFU do not believe that the MFB have honoured its legislative
requirements as the notice does contain other content. If the MFB are confused on this point the UFU will assist the MFB to correct the issue of the notice at the meeting scheduled for 15 August 2013.

Accordingly the UFU looks forward to meeting with the MFB on these important issues.

If you have any further concerns on this matter please do not hesitate to contact me at the offices of the UFU on 94188811 or Industrial Officer Michelle Baldini on 0417 839 549.

Yours faithfully,

[Signature]

Peter Marshall
Branch Secretary
IN THE FAIR WORK COMMISSION

Matter No: AG2018/1278

Applicant: Metropolitan Fire and Emergency Services Board

ANNEXURE JP-10
12 August 2013

Mr Peter Marshall
Branch Secretary
United Firefighters Union
Victoria Branch
410 Brunswick Street
FITZROY VIC 3065

Sent via e-mail: p.marshall@ufuvic.asn.au

Dear Mr Marshall

Re: Response to Bargaining Letter of UFU dated 9 August 2013

We confirm receipt of your letter dated 9 August 2013 by way of email.

Response to UFU’s allegations regarding Notices of Representational Rights
We reject any allegation that the MFB has misconstrued the position of the UFU following the bargaining meeting on 6 August 2013 (Bargaining Meeting). We also reject any suggestion that the MFB have been misleading as to the form and content of the notices of representational rights (Notices), or the manner in which the Bargaining Meeting was conducted.

As described in the MFB’s correspondence dated 8 August 2013, the UFU failed to particularise its concerns with respect to the Notices during the course of the Bargaining Meeting.

The Notices issued by the MFB comply with the requirements of the Fair Work Act 2009 (Cth) (FW Act), as described in the MFB’s letter dated 8 August 2013. Moreover, the MFB reiterates that ss 173 and 174 of the FW Act do not create statutory preconditions to the commencement of bargaining. The MFB’s position is consistent with the current case law, of which the UFU should be aware.
The issue with respect to the Notices has now been addressed and there is no substantive reason for the UFU to delay bargaining on the content of the MFB’s proposed Operational Employees Agreement 2013 and Senior Operational Leadership Agreement 2013 (Proposed Agreements).

UFU’s suggestion with respect to bargaining protocols
The MFB will receive and consider any suggestion the UFU wishes to put forward in relation to the conduct of bargaining meetings. The MFB’s considerations of any such suggestion should not of itself impede or delay any further substantive bargaining.

The MFB considers the mechanisms established by the FW Act to facilitate bargaining between the parties are appropriate and adequate, and as a result, it is the MFB’s view that an agreement between the parties with respect to any additional bargaining protocols is unnecessary.

As previously outlined in the MFB’s letter dated 8 August 2013, the MFB has simply suggested the capturing of salient matters arising in bargaining through the typical and reasonable approach of minute taking and follow-up actions.

Next Bargaining Meeting
The MFB notes that the UFU has failed to provide any reason as to why it is unavailable to meet the MFB on 13 August 2013. However, in the interests of progressing substantive bargaining on the Proposed Agreements, the MFB agree to reschedule the bargaining meeting to Thursday, 15 August 2013 from 1:00 pm – 4:30 pm to accommodate the UFU.

The UFU have been made aware of the MFB’s intention to hold all meetings at 74 Stanley Street, WEST MELBOURNE (Stanley Street) since 29 April 2013. The UFU raised no prior objection to the proposed venue.

The UFU are the bargaining representatives for MFB employees. The MFB’s Proposed Agreements deal with matters relevant to the MFB and its employees. On that basis, it is the MFB’s position that all bargaining meetings should take place on MFB premises. The MFB’s request to attend at Stanley Street is reasonable and the Stanley Street premises have been specifically set up to facilitate bargaining meetings between the MFB and the UFU, and to appropriately accommodate all bargaining representatives.

It is the MFB’s intention that the next bargaining meeting will consider matters with respect to the MFB’s proposed Senior Operational Leadership Agreement 2013. This will allow the other bargaining representatives, having already accepted and acceded to the minutes and actions format, the opportunity to participate in any discussions that might arise.

In light of the above, the MFB will meet with the UFU at Stanley Street on Thursday, 15 August 2013 at 1:00pm – 4:30 pm to progress bargaining on the proposed Senior
Operational Leadership Agreement 2013. Please confirm your attendance by no later than close of business on Tuesday, 13 August 2013.

Following this meeting, the MFB proposes that the next bargaining meeting for the proposed Operational Employees Agreement 2013 occur at Stanley Street at 1:00 pm – 4:30 pm on Tuesday, 20 August 2013. Please confirm your attendance by no later than close of business on Thursday, 15 August 2013.

Should you have any queries please do not hesitate to contact me or Seán Hogan, Director of Employee Relations.

Yours sincerely

[Signature]

Paul Stacchino
Deputy Chief Officer

CC: Nick Easy, Chief Executive Officer
Chief Officer Shane Wright
Seán Hogan, Director of Employee Relations
Acting Deputy Chief Officer Andrew Zammit
Cmdr Ross TrimboI
Cmdr John Rampling
Cmdr Lou Mele
Cmdr Phil Klein
IN THE FAIR WORK COMMISSION

Matter No: AG2018/1278

Applicant: Metropolitan Fire and Emergency Services Board

ANNEXURE JP-11
Form F11  Application for FWA to Deal with a Bargaining Dispute

IN FAIR WORK AUSTRALIA

APPLICATION FOR FWA TO DEAL WITH A BARGAINING DISPUTE

*Fair Work Act 2009—s.240*

**Applicant**

| Name: United Firefighters Union Of Victoria – Victoria Branch |
| Title [if applicable] Mr [ ] Mrs [ ] Ms [ ] Other [ ] specify: |
| Address: 410 Brunswick Street |
| Suburb: Fitzroy |
| State: VIC |
| Postcode: 3065 |

If the Applicant is a company or organisation:

Contact person: Michelle Baldini  
ABN:74030569256

Contact details for the Applicant or contact person (if one is specified):

| Telephone: 9419 8811 |
| Fax: 9419 9258 |
| Mobile: 0417 839 549 |
| Email: io2@ufuvic.asn.au |

**Applicant’s representative (if any)**

| Name: |
| Address: |
| Suburb: |
| Contact person: |
| Telephone: |
| Fax: |
| Mobile: |
| Email: |
| ABN: [if applicable] |

**Respondent(s) (Bargaining representative(s) with whom the Applicant is in dispute)**

| Name: Metropolitan Fire and Emergency Services Board |
| Address: 456 Albert Street |
| Suburb: East Melbourne |
| Contact person: Sean Hogan [if known] |
| Telephone: 03 9662 2311 |
| Fax: 03 9665 4244 |
| Mobile: 03 9662 2311 |
| Email: shogan@mfeb.vic.gov.au |

*FWA use only*  
FWA Matter No.:
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1. **What is the industry of the employer?**

   Victorian Firefighting Industry

2. **Course of bargaining:**

   1. On 16 April 2013 Nick Easy MFB CEO wrote to the UFU noting formal notification that the MFB is initiating bargaining and attaching 2 proposed enterprise agreements. The attached documents combined contained 69 pages of proposed conditions significantly different to those conditions which currently are in place. The current Operational Staff Agreement on its own runs at 163 pages.

   2. From 16 April 2013 to the current date there has been multiple correspondence and discussions between the UFU and the MFB on issues generally not directly relevant to this application however on occasion the correspondence has contained reference to meeting locations.

   3. On 18 July 2013 the MFB wrote to the UFU requesting attendance at 2 bargaining meetings and a detailed written response to its claims prior to bargaining meetings on 6 August and 8 August 2013. The UFU accepted the invitation to attend bargaining meetings on 6 August and 8 August 2013.

   4. The UFU met with the MFB on 6 August 2013. Discussed at this meeting were minutes, protocols and the notice of representation rights. The MFB proposed that the meeting be adjourned for them to follow up concerns regarding the notice and for the UFU to consider the MFB proposed minutes document. The UFU accepted this and highlighted to the MFB that their proposal on protocols contained more than just minutes.

   5. Following the meeting on 6 August 2013, the UFU wrote to the MFB noting the outcomes included that at a future meeting there will be discussion on the MFB’s proposal on protocols regarding shared minutes, records of conversation, agenda’s, meeting times and dates, attendees, matters arising, action items, outcomes and meeting locations as opposed to the UFU alternative proposal regarding protocols.

   6. The proposed meeting on 8 August 2013 was cancelled by the MFB. The MFB responded to the UFU on 8 August 2013 rejecting the UFU’s views of the outcomes from the meeting regarding protocols and putting forward their view that the matter was incidental. The UFU replied on 9 August 2013 with an offer to meet next Thursday 1pm at Trades Hall and to send UFU’s proposed alternative proposal prior to the next meeting.

   7. On 12 August 2013 the MFB wrote to the UFU, unilaterally rejecting the UFU’s reasonable offer to meet at the location suggested by the UFU and stating that they view agreement between the parties on ‘bargaining protocols’ unnecessary.
3. **What are the main matters in dispute?**

We seek the assistance of the Fair Work Commission to assist the parties in reaching agreed process of bargaining, of which one core threshold is meeting arrangements, as outlined above.

4. **Other proceedings before FWA:**

   Current: Nil
   Previous: B2013/822 and C2013/4577

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**Service requirements**

This application must be served on the other party/parties to the dispute and all other bargaining representatives as soon as practicable after the application is lodged with FWA.

Note: Rules 9 and 10 deal with service.
IN THE FAIR WORK COMMISSION

Matter No: AG2018/1278

Applicant: Metropolitan Fire and Emergency Services Board

ANNEXURE JP-12
From: Michelle Baldini <jo2@ufuvc.asn.au>
Date: 13 August 2013 9:13:03 AEST
To: "pstawchino@mfb.vic.gov.au" <pstawchino@mfb.vic.gov.au>, "shogan@mfb.vic.gov.au" <shogan@mfb.vic.gov.au>
Cc: Peter J Marshall <p_marshall3759@gmail.com>, "jramling@mfb.vic.gov.au"
<jrampling@mfb.vic.gov.au>, "azammit@mfb.vic.gov.au" <azammit@mfb.vic.gov.au>, "pklein@mfb.vic.gov.au", "rtrimboli@mfb.vic.gov.au", "rtrimboli@mfb.vic.gov.au", "lmele@mfb.vic.gov.au" <lmele@mfb.vic.gov.au>

Subject: Bargaining and service of s240 Application

*** MFB: external message processed. Details at bottom of email ***

Dear Mr Hogan and Mr Stacchino,

Cc: Independent Bargaining Representatives

This morning the UFU have lodged a section 240 application with the Fair Work Commission on the issue of meeting arrangements. Please find attached as way of service the application that has been lodged.

As MFB have clearly rejected reasonable suggestions from the UFU on meeting arrangements, the UFU have sought the assistance of the Fair Work Commission.

As the parties presently are diametrically opposed on the issue of meeting arrangements, we propose that no meetings occur until this section 240 application is resolved.

The UFU believe that this is a fair and reasonable way forward.

We have requested the Commission to list this matter as quickly as practicable, with the UFU representatives available to attend a conference on this matter on Thursday or Friday this week.

Should you wish to discuss this matter, please contact me on 0417 839 549.

Yours sincerely,

Michelle Baldini
Industrial Officer

United Firefighters Union
Form F11  Application for FWA to Deal with a Bargaining Dispute

IN FAIR WORK AUSTRALIA

APPLICATION FOR FWA TO DEAL WITH A BARGAINING DISPUTE
   Fair Work Act 2009—s.240

Applicant

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<th>United Firefighters Union Of Victoria – Victoria Branch</th>
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<tr>
<td>Title [if applicable]</td>
<td>Mr [ ] Mrs [ ] Ms [ ] Other [ ] specify:</td>
</tr>
<tr>
<td>Address:</td>
<td>410 Brunswick Street</td>
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<tr>
<td>Suburb:</td>
<td>Fitzroy</td>
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<td>State:</td>
<td>VIC</td>
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<tr>
<td>Postcode:</td>
<td>3065</td>
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If the Applicant is a company or organisation:

| Contact person:        | Michelle Baldini                                       |
|                        | ABN:74030569256                                         |

Contact details for the Applicant or contact person (if one is specified):

| Telephone:             | 9419 8811                                               |
|                       | 0417 839 549                                            |
| Fax:                   | 9419 9258                                               |
| Email:                 | io2@ufuvic.asn.au                                       |

Applicant’s representative (if any)

| Name:                  | ABN: [if applicable]                                   |
| Address:               |                                                        |
| Suburb:                |                                                        |
| Contact person:        |                                                        |
| Telephone:             |                                                        |
| Fax:                   |                                                        |
| Email:                 |                                                        |

Respondent(s) (Bargaining representative(s) with whom the Applicant is in dispute)

| Name:                  | Metropolitan Fire and Emergency Services Board         |
| Address:               | 456 Albert Street                                      |
| Suburb:                | East Melbourne                                         |
| ABN:                   | 28 598 558 561                                         |

| Contact person:        | Sean Hogan                                             |
|                       | [If known]                                             |
| Telephone:             | 03 9662 2311                                           |
| Fax:                   | 03 9665 4244                                           |
| Email:                 | shogan@mfb.vic.gov.au                                   |

| Suburb:                | East Melbourne                                         |
### Other bargaining representatives

<table>
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<tr>
<th>Name:</th>
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<tr>
<td>John Rampling</td>
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<td><strong>Fax:</strong></td>
<td>Email:</td>
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<td><a href="mailto:jrampling@mfb.vic.gov.au">jrampling@mfb.vic.gov.au</a></td>
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<td>Andrew Zammit</td>
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<td><a href="mailto:azammit@mfb.vic.gov.au">azammit@mfb.vic.gov.au</a></td>
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<td>Phil Klein</td>
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<td>Ross Trimboli</td>
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<td><strong>Address:</strong></td>
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<td><strong>Fax:</strong></td>
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<td></td>
<td><a href="mailto:rtrimboli@mfb.vic.gov.au">rtrimboli@mfb.vic.gov.au</a></td>
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<td>Louis Mele</td>
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1. **What is the industry of the employer?**

   Victorian Firefighting Industry

2. **Course of bargaining:**

1. On 16 April 2013 Nick Easy MFB CEO wrote to the UFU noting formal notification that the MFB is initiating bargaining and attaching 2 proposed enterprise agreements. The attached documents combined contained 69 pages of proposed conditions significantly different to those conditions which currently are in place. The current Operational Staff Agreement on its own runs at 163 pages.

2. From 16 April 2013 to the current date there has been multiple correspondence and discussions between the UFU and the MFB on issues generally not directly relevant to this application however on occasion the correspondence has contained reference to meeting locations.

3. On 18 July 2013 the MFB wrote to the UFU requesting attendance at 2 bargaining meetings and a detailed written response to its claims prior to bargaining meetings on 6 August and 8 August 2013. The UFU accepted the invitation to attend bargaining meetings on 6 August and 8 August 2013.

4. The UFU met with the MFB on 6 August 2013. Discussed at this meeting were minutes, protocols and the notice of representation rights. The MFB proposed that the meeting be adjourned for them to follow up concerns regarding the notice and for the UFU to consider the MFB proposed minutes document. The UFU accepted this and highlighted to the MFB that their proposal on protocols contained more than just minutes.

5. Following the meeting on 6 August 2013, the UFU wrote to the MFB noting the outcomes included that at a future meeting there will be discussion on the MFB’s proposal on protocols regarding shared minutes, records of conversation, agenda’s, meeting times and dates, attendees, matters arising, action items, outcomes and meeting locations as opposed to the UFU alternative proposal regarding protocols.

6. The proposed meeting on 8 August 2013 was cancelled by the MFB. The MFB responded to the UFU on 8 August 2013 rejecting the UFU’s views of the outcomes from the meeting regarding protocols and putting forward their view that the matter was incidental. The UFU replied on 9 August 2013 with an offer to meet next Thursday 1pm at Trades Hall and to send UFU’s proposed alternative proposal prior to the next meeting.

7. On 12 August 2013 the MFB wrote to the UFU, unilaterally rejecting the UFU’s reasonable offer to meet at the location suggested by the UFU and stating that they view agreement between the parties on ‘bargaining protocols’ unnecessary.
3. **What are the main matters in dispute?**

We seek the assistance of the Fair Work Commission to assist the parties in reaching agreed process of bargaining, of which one core threshold is meeting arrangements, as outlined above.

4. **Other proceedings before FWA:**

Current: Nil
Previous: B2013/822 and C2013/4577

<table>
<thead>
<tr>
<th>Date: 13th May 2013</th>
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<tr>
<td>Signature:</td>
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</table>

Name: Peter Marshall
Capacity/Position: Secretary

**Service requirements**

This application must be served on the other party/parties to the dispute and all other bargaining representatives as soon as practicable after the application is lodged with FWA.

Note: Rules 9 and 10 deal with service.
IN THE FAIR WORK COMMISSION

Matter No: AG2018/1278

Applicant: Metropolitan Fire and Emergency Services Board

ANNEXURE JP-13
From: STACCHINO, Paul  
Sent: Tuesday, 13 August 2013 1:09 PM  
To: MARSHALL, Peter (UFU Office)  
Cc: EASY, Nick; WRIGHT, Shane; HOGAN, Sean; 'Michelle Baldini'; Lee, Casey (UFU); RAMPLING, John; ZAMMIT, Andrew; KLEIN, Philip; TRIMBOLI, Ross; MELE, Louis  
Subject: RE: Bargaining and service of s240 Application

Dear Mr Marshall,

Please find attached correspondence from the MFB re. UFU email this morning (13 August 2013).

Regards

Paul Stacchino | Deputy Chief Officer
Metropolitan Fire and Emergency Services Board
456 Albert Street East Melbourne | VIC 3002
Ph: 03 9947 1484 | Mobile: 0408 575 126
Email: pstacchino@mfb.vic.gov.au

Please consider the environment before printing this e-mail

---

From: Michelle Baldini [mailto:io2@ufuvic.asn.au]  
Sent: Tuesday, 13 August 2013 9:13 AM  
To: STACCHINO, Paul; HOGAN, Sean  
Cc: MARSHALL, Peter (Gmail); RAMPLING, John; ZAMMIT, Andrew; KLEIN, Philip; TRIMBOLI, Ross; MELE, Louis  
Subject: Bargaining and service of s240 Application

*** MFB: external message processed. Details at bottom of email ***

Dear Mr Hogan and Mr Stacchino,
Cc: Independent Bargaining Representatives

This morning the UFU have lodged a section 240 application with the Fair Work Commission on the issue of meeting arrangements. Please find attached as way of service the application that has been lodged.

As MFB have clearly rejected reasonable suggestions from the UFU on meeting arrangements, the UFU have sought the assistance of the Fair Work Commission.

As the parties presently are diametrically opposed on the issue of meeting arrangements, we propose that no meetings occur until this section 240 application is resolved.

The UFU believe that this is a fair and reasonable way forward.
We have requested the Commission to list this matter as quickly as practicable, with the UFU representatives available to attend a conference on this matter on Thursday or Friday this week.

Should you wish to discuss this matter, please contact me on 0417 839 549.

Yours sincerely,

Michelle Baldini
Industrial Officer

United Firefighters Union
Victorian Branch
410 Brunswick Street, Fitzroy 3065
Victoria Australia
T (03) 9419 8811 | F (03) 9419 9258 | M 0417 839 549

The above message is from an external source to the MFB. MFB policy governs use of IT systems. Accordingly all messages have their content scanned for security risks and compliance. For details of MFB policy and procedures, please refer to the MFB intranet. If you do not know the sender, and the content is spurious - treat the message as SPAM or a virus and delete it!

The MFB is committed to minimising its impact on the environment. Please consider the environment before printing this e-mail.
13 August 2013

Mr Peter Marshall
Branch Secretary
United Firefighters Union
Victoria Branch
410 Brunswick Street
FITZROY VIC 3065

Sent via e-mail: p.marshall@ufuvic.asn.au

Dear Mr Marshall

Re: UFU s240 Application received 13 August

We confirm receipt of your s240 Application (Application) on 13 August 2013 by way of email.

The MFB reject the UFU’s characterisation of the course of bargaining with respect to minute taking and meeting location as outlined in the Application. The MFB suggested that minutes be taken and joint action items recorded, so as to facilitate the recording of bargaining actions moving forward.

The UFU took issue with the MFB’s suggestion, despite the fact that the format of the minutes and the process of recording the minutes suggested is a typical approach that occurs, for instance in the Consultative Committee. The UFU are directly involved in the Consultative Committee and have not raised any objection to the format of taking minutes in that context.

Moreover, the MFB reject the UFU’s characterisation of the content of the Application as a bargaining dispute. Suggestions with respect to minute taking, meeting locations, and protocols with respect to the general conduct of meetings are matters incidental to bargaining. They are not matters of substance which form part of the terms and conditions of the MFB’s proposed Operational Employees Agreement.
2013 and Senior Operational Leadership Agreement 2013 (Proposed Agreements) and as a result should not be dealt with under s240.

We also note that the UFU received the MFB’s Proposed Agreements on 16 April 2013. The UFU did not provide a response to the MFB with respect to those documents. The UFU were again asked on 18 July 2013 to provide a response to the MFB’s Proposed Agreements, by close of business on 1 August 2013. The UFU are yet to provide the MFB with a response to the content of the Proposed Agreements.

It is evident from the UFU’s Application that it seeks the assistance of the Fair Work Commission to address matters concerning the general conduct of meetings. Therefore, the MFB denies, for the reasons set-out in this correspondence, there is any legitimate dispute about the Proposed Agreements.

As the Application concerns matters incidental to bargaining, the MFB do not consider that the bargaining meeting scheduled for Thursday, 15 August 2013 with respect to the proposed Senior Operational Leadership Agreement 2013 should be postponed. We would again invite the UFU to confirm their attendance at Stanley Street by no later than close of business on 13 August 2013.

Should you have any queries please do not hesitate to contact me or Seán Hogan, Director of Employee Relations.

Yours sincerely

[Signature]

Paul Stacchino
Deputy Chief Officer

CC: Nick Easy, Chief Executive Officer
    Chief Officer Shane Wright
    Seán Hogan, Director of Employee Relations
    Acting Deputy Chief Officer Andrew Zammit
    Cmdr Ross Trimboi
    Cmdr John Rampling
    Cmdr Lou Mele
    Cmdr Phil Klein
IN THE FAIR WORK COMMISSION

Matter No: AG2018/1278

Applicant: Metropolitan Fire and Emergency Services Board

ANNEXURE JP-14
From: Bargaining 2013
Sent: Thursday, 15 August 2013 12:21 PM
To: groupc@mfb.vic.gov.au
Subject: Re-issuing the Notice of Representational Rights (Operations Agreement)

Dear Colleagues,

The UFU raised concerns on 6 August 2013 in relation to the technical drafting of the notice of representational rights sent via e-mail on 19 April 2013.

To avoid any doubt when finalising the agreement once bargaining is concluded, we have revised and now re-issue the bargaining notice (attached) with respect to the proposed MFB Operational Employees Agreement 2013 (Proposed Agreement).

Please note, if you nominated a bargaining representative in accordance with the notice previously provided to you, please ensure you provide the MFB with a copy of a new appointment of your bargaining representative. This can be sent to Bargaining2013@mfb.vic.gov.au.

To be clear this e-mail does not form part of the notice.

Bargaining 2013
Metropolitan Fire and Emergency Services Board
456 Albert Street | EAST MELBOURNE | VIC 3002
www.mfb.vic.gov.au

Be earthsmart. Please consider the environment before printing this email.
Notice of employee representational rights

(Regulation 2.05)

Fair Work Act 2009, subsection 174(6)

The Metropolitan Fire & Emergency Services Board gives notice that it is bargaining in relation to an enterprise agreement (the Metropolitan Fire Brigade Operational Employees Agreement 2013) which is proposed to cover employees whose substantive classification is:

- Recruit Firefighter;
- Firefighter Level 1;
- Firefighter Level 2;
- Firefighter Level 3;
- Qualified Firefighter;
- Senior Firefighter;
- Leading Firefighter;
- Station Officer;
- Senior Station Officer; or
- Fire Services Communication Controller.

What is an enterprise agreement?

An enterprise agreement is an agreement between an employer and its employees that will be covered by the agreement that sets the wages and conditions of those employees for a period of up to 4 years. To come into operation, the agreement must be supported by a majority of the employees who cast a vote to approve the agreement and it must be approved by an independent authority, Fair Work Commission.

If you are an employee who would be covered by the proposed agreement:

You have the right to appoint a bargaining representative to represent you in bargaining for the agreement or in a matter before Fair Work Commission about bargaining for the agreement.
You can do this by notifying the person in writing that you appoint that person as your bargaining representative. You can also appoint yourself as a bargaining representative. In either case you must give a copy of the appointment to your employer.

If you are a member of a union that is entitled to represent your industrial interests in relation to the work to be performed under the agreement, your union will be your bargaining representative for the agreement unless you appoint another person as your representative or you revoke the union’s status as your representative.

Questions?

If you have any questions about this notice or about enterprise bargaining, please speak to either your employer, bargaining representative, go to www.fairwork.gov.au, or contact the Fair Work Commission Infoline on 1300 799 675.
IN THE FAIR WORK COMMISSION

Matter No: AG2018/1278

Applicant: Metropolitan Fire and Emergency Services Board

ANNEXURE JP-15
From: Bargaining 2013
Sent: Thursday, 15 August 2013 12:22 PM
To: groupa@mfb.vic.gov.au
Subject: Re-issuing the Notice of Representational Rights (Senior Leadership Agreement)

Dear Colleagues,

The UFU raised concerns on 6 August 2013 in relation to the technical drafting of the notice of representational rights sent via e-mail on 19 April 2013.

To avoid any doubt when finalising the agreement once bargaining is concluded, we have revised and now re-issue the bargaining notice (attached) with respect to the proposed MFB Senior Operational Leadership Agreement 2013 (Proposed Agreement).

Please note, if you nominated a bargaining representative in accordance with the notice previously provided to you, please ensure you provide the MFB with a copy of a new appointment of your bargaining representative. This can be sent to Bargaining2013@mfb.vic.gov.au.

To be clear this e-mail does not form part of the notice.

Bargaining 2013
Metropolitan Fire and Emergency Services Board
456 Albert Street | EAST MELBOURNE | VIC 3002
www.mfb.vic.gov.au

Be earthsmart. Please consider the environment before printing this email.
Notice of employee representational rights

(Regulation 2.05)

Fair Work Act 2009, subsection 174(6)

The Metropolitan Fire & Emergency Services Board gives notice that it is bargaining in relation to an enterprise agreement (the Metropolitan Fire Brigade Senior Operational Leadership Agreement 2013) which is proposed to cover employees whose substantive classification is:

- Assistant Chief Fire Officer; or
- Commander.

What is an enterprise agreement?

An enterprise agreement is an agreement between an employer and its employees that will be covered by the agreement that sets the wages and conditions of those employees for a period of up to 4 years. To come into operation, the agreement must be supported by a majority of the employees who cast a vote to approve the agreement and it must be approved by an independent authority, Fair Work Commission.

If you are an employee who would be covered by the proposed agreement:

You have the right to appoint a bargaining representative to represent you in bargaining for the agreement or in a matter before Fair Work Commission about bargaining for the agreement.

You can do this by notifying the person in writing that you appoint that person as your bargaining representative. You can also appoint yourself as a bargaining representative. In either case you must give a copy of the appointment to your employer.

If you are a member of a union that is entitled to represent your industrial interests in relation to the work to be performed under the agreement, your union will be your bargaining representative for the agreement unless you appoint another person as your representative or you revoke the union’s status as your representative.

Questions?

If you have any questions about this notice or about enterprise bargaining, please speak to either your employer, bargaining representative, go to www.fairwork.gov.au, or contact the Fair Work Commission Infoline on 1300 799 675.
IN THE FAIR WORK COMMISSION

Matter No: AG2018/1278

Applicant: Metropolitan Fire and Emergency Services Board

ANNEXURE JP-16
From: MFB Communications  
Sent: Thursday, 18 January 2018 8:09 PM  
To: MFB Communications  
Subject: Message from the MFB Board Deputy President: Board Update on Operational Enterprise Agreement

From the Deputy President

Thursday 18 January 2018

Operational Enterprise Agreement

Dear All,

At 4.30pm today, MFB's Board met to discuss the Operational Enterprise Agreement proposal.

At this meeting the Board voted in favour of supporting the Metropolitan Fire and Emergency Services Board and United Firefighters Union Operational Staff Agreement 2016 proposal.

MFB will now commence the process of seeking the approval of our staff covered by the agreement and taking the Agreement through the Fair Work Commission process.

I also advise that Dr Andi Diamond has tendered her resignation as President of the MFB Board and thank Andi for her time, dedication and leadership during her time as President.

We will provide a further update in the coming days.

I am pleased that the Board has reached a resolution and I would like to thank you for your ongoing commitment and service to the people of Melbourne.

Kind regards

Jasmine Doak  
Deputy President  
Metropolitan Fire and Emergency Services Board
IN THE FAIR WORK COMMISSION

Matter No: AG2018/1278

Applicant: Metropolitan Fire and Emergency Services Board

ANNEXURE JP-17
[2018] FWC 1104
FAIR WORK COMMISSION

RECOMMENDATION

Fair Work Act 2009
s.229 - Application for a bargaining order

United Firefighters' Union of Australia
v
Metropolitan Fire and Emergency Services Board T/A Metropolitan Fire Brigade (MFB); State of Victoria; Department of Premier and Cabinet
(B2018/59)

COMMISSIONER HARPER-GREENWELL
MELBOURNE, 20 FEBRUARY 2018

Application by United Firefighters' Union of Australia for a bargaining order.

[1] On 29 January 2018, an application was made by the United Firefighters' Union of Australia (the Applicant) pursuant to section 229 of the Fair Work Act 2009 (Cth) (the Act) to have the Commission make bargaining orders in relation to the proposed Metropolitan Fire and Emergency Services Board, United Firefighters' Union of Australia, Operational Staff Agreement 2016 (the Agreement). The respondents to the application are the Metropolitan Fire and Emergency Services Board (MFB), the State of Victoria and Department of Premier and Cabinet (together the Respondents).

[2] The parties have each participated in a number of conferences to resolve the dispute which concerns the explanatory memorandum that the MFB prepared to accompany the proposed Agreement as part of discharging its obligations under s.180(5) of the Act.

[3] I am informed that the Applicant has proposed a set of words in regards to the explanatory memorandum to which the MFB does not object. It is my understanding that each of the parties have agreed not to rely on the explanatory memorandum to prosecute any legal proceedings against the other.

[4] The parties have agreed to the issuing of the following Recommendation. The MFB has indicated that it will comply with this Recommendation. The UFU has informed the Commission that it will abide by the terms of this Recommendation. Therefore, in all the circumstances, the Commission makes the following recommendations in respect of the matters in dispute:

A. That the MFB, in accordance with its obligations under Part 2-4 of the Act, will take all reasonable steps immediately prior to the access period to distribute the explanatory memorandum in the form attached (Attachment A) to the employees to be covered by the proposed Agreement.

B. That within 24 hours the MFB write to the UFU a letter in the form attached (Attachment B), and a letter or email setting out the commencement of the access period, the voting method to be used and a list of documents incorporated by reference into the proposed Agreement. The UFU will confirm its understanding to both letters in reply.

C. That within 48 hours the UFU publish a Bulletin to its members in accordance with its usual custom and practice in the form attached (Attachment C).

[5] Nothing in this Recommendation should be taken to be read that I have expressed a view that the parties will have complied with section 180(5) of the Act.
Attachment A

Explanatory Table of clauses

Metropolitan Fire and Emergency Services Board, United Firefighters Union of Australia, Operational Staff Enterprise Agreement 2016

The MFB has now completed our Enterprise Agreement negotiations with key stakeholders, including the United Firefighter’s Union of Australia. This table explains the terms of the proposed Agreement to help you understand what’s new in the proposed Agreement, what’s stayed the same and what’s changed.

The proposed Agreement has been based on the terms and conditions of the Metropolitan Fire and Emergency Services Board, United Firefighters Union of Australia, Operational Staff Agreement 2019 (2019 EA) and Metropolitan Fire and Emergency Services Board, United Firefighters Union of Australia, Assistant Chief Fire Officers Agreement 2010 (ACFO EA). The Assistant Chief Fire Officers are no longer in a separate agreement but will be covered by the proposed Agreement.

The proposed Agreement has four Parts and a number of schedules.

(a) Part A sets out terms and conditions of employment that apply to all operational employees. It includes terms and conditions regarding:

(i) The objectives of and obligations under the proposed Agreement.
(ii) Consultation and change;
(iii) The employment relationship;
(iv) Minimum staffing levels;
(v) Relief and relieving duties;
(vi) Uniforms, appliances and equipment;
(vii) Wages, allowances and remuneration; and
(viii) Leave;

(b) Part B sets out wages and allowances and other remuneration.

(c) Part C sets out additional terms and conditions of employment that apply to the Commander and ACFO classifications.

(d) Part D sets out the terms and conditions applying to Fire Service Communications Controllers (including Senior FSCCs).

Employees will receive a 19% pay increase over the life of the Agreement, a 19% increase in allowances and a $3,000 sign on bonus. Employees have already been paid 13% of the pay increases and the full 19% increase to allowances and the $3,000 sign on bonus. The new agreement includes new allowances and a new income protection scheme.

New and improved leave clauses have been added including blood donation leave, family violence leave, cultural and ceremonial leave and ANZAC Day leave.

The Agreement clarifies obligations regarding minimum staffing and safety through deployment and training. New schedules in the Agreement provide staffing charts for station staffing over the life of the Agreement, as well as Schedules outlining safe deployment including RECEF/RECEO, BA procedures and safe systems of work.

The Agreement provides that parties will meet within 3 months of approval by the Fair Work Commission for the purposes of discussion regarding senior operational rank alignment. Other interoperability matters including, state-wide operational support group, joint MFB/CFA recruit firefighter course, Rehabilitation Units, support for a Firefighters Registration Board, improved secondment and lateral entry.
The agreement also provides for stakeholders and decision makers to experience some of the firefighting training to better inform their decisions affecting firefighters.

The table sets out a clause by clause comparison of proposed Metropolitan Fire and Emergency Services Board, United Firefighters Union of Australia, Operational Staff Enterprise Agreement (2016 EA) to current enterprise agreements that cover the MFB's operational employees from the rank of Assistant Chief Fire Officer to Recruit, namely the 2010 EA and ACFR EA.

There are a number of important matters to inform you about so you can understand the context in which the 2016 EA will operate in respect to your employment.

First, the proposed 2016 EA will operate in conjunction with the obligations on the MFB under state laws concerning occupational health and safety which is expressly provided for by the Fair Work Act 2009 (Cth) (FW Act) which is the federal law under which this Agreement will be approved. The FW Act does not exclude the operation of state laws regarding occupational health and safety (section 272(2)(c) of the FW Act). It is the intention of the MFB to manage its obligations in a collaborative manner with you and your representative; however, there may be circumstances, whereby the MFB is required under OHS laws to take steps to ensure it discharges its statutory duties. Health and safety is a significant focus of this agreement with new clauses related to Water for Training, Asbestos and Carbon Fibres, Health Screening, Peer Support improvements and support for presumptive legislation, improved gambling, drug and alcohol rehabilitation and improved fatigue management with enforceable rest breaks are included. These new clauses and improvements should lead to better management of the health and welfare of employees.

Secondly, the proposed 2016 EA will also operate in conjunction with the Equal Opportunity Act 2010 (Vic) (EO Act). The EO Act does not exclude the operation of this important legislation. This means the MFB must continue to meet its obligations under the EO Act. Further, the parties have agreed that one objective of the 2016 EA is implementing the Agreement consistently with equal opportunity and anti-discrimination legislation. An objective is to respect and value the diversity of the workforce by helping to eliminate discrimination. A number of obligations have also been expressly included in the 2016 EA and in particular the obligation to ensure that the right to request flexible working arrangements under the FW Act which is a National Employment Standard, is a benefit all employees can access.

Thirdly, having a clear understanding of the powers of the Chief Officer is critical to the operations of the MFB. Therefore, it is important for all employees to understand that work relating to fire suppression and fire prevention and emergency prevention and response services are essential services undertaken by the MFB. The MFB also provides critical services to the community by responding to situations of emergency. The Chief Officer has important powers under the MFB Act and regulations to provide these services to the community. From time to time the Chief Officer will give directions made under the MFB Act and regulations relating to a specific, known, impending, imminent and threatened emergency. Employers should note that the Fair Work Act 2009 and any award or agreement made under it cannot interfere with, or detract from, the powers of the Chief Officer and his/her obligations under the MFB Act and regulations concerning directions to perform work relating to the provision of essential services in emergency situations. It is important for employees to appreciate this and comply with such directions in these circumstances.

This table is to help you understand the terms of the 2016 EA and their effect in preparation for the vote to approve the 2016 EA. You are strongly encouraged to read the 2016 EA.

If you have any queries in respect to a term you may call [insert] or email your query to [insert].

<table>
<thead>
<tr>
<th>2016 EA</th>
<th>2010 EA clause</th>
<th>2010 EA Clause reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>PART A - CONDITIONS APPLYING TO ALL EMPLOYEES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016 EA clause</td>
<td>2010 EA clause reference</td>
<td>Comment</td>
<td></td>
</tr>
<tr>
<td>---------------</td>
<td>--------------------------</td>
<td>---------</td>
<td></td>
</tr>
<tr>
<td>A1. APPLICATION, OPERATION AND STRUCTURE</td>
<td>2010 EA Amended</td>
<td>The clause has been updated to reflect the new date of the agreement.</td>
<td></td>
</tr>
<tr>
<td>1. Title</td>
<td>2010 EA Amended</td>
<td>The clause has been updated to reflect the order of contents; new clauses which have been added or deleted.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ACOE EA Amended</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Arrangement</td>
<td>2010 EA Amended</td>
<td>Also added to the Agreement is an overview to the objectives of the Agreement.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ACOE EA Amended</td>
<td>Sub-clause 3.1 has been amended to add ‘and between MFB and employees’.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The following objectives have been added:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Sub-clause 3.1.4 - processes and principles to adapt to a varying response climate;</td>
<td></td>
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<tr>
<td></td>
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<td>- Sub-clause 3.1.5 - joint approach to productivity policies;</td>
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<tr>
<td></td>
<td></td>
<td>- Sub-clause 3.1.6 - recognizing various factors in productivity models;</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Sub-clause 3.1.9 - regarding resources and working arrangements;</td>
<td></td>
</tr>
<tr>
<td>3. Objectives</td>
<td>2016 EA Amended</td>
<td>New objective clauses added in 2016 EA (as per above list for 2010 EA).</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ACOE EA Amended</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Period of Operation</td>
<td>2010 EA Amended</td>
<td>Amended subclauses 4.1 and 4.3 (words only). Added subclause 4.2 - added $1000 sign-on bonus which has been paid.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ACOE EA</td>
<td>Removed subclause 4.2 from 2010 EA (retail pay clause).</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>Added subclause 4.2 - added $1000 sign-on bonus which has already been paid.</td>
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<tr>
<td></td>
<td></td>
<td>The sign-on amounts have been paid.</td>
<td></td>
</tr>
<tr>
<td>5. Renegotiation</td>
<td>2010 EA Amended</td>
<td>Address renegotiation of the 2016 EA.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The clause has been amended to require renegotiation to commence 9 months prior to the current expiry date (rather than 6 months), and an agreement of the same scope.</td>
<td></td>
</tr>
<tr>
<td>2016 EA clause</td>
<td>2010 EA clause</td>
<td>2010 EA Clause reference</td>
<td>Comment</td>
</tr>
<tr>
<td>----------------</td>
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</tr>
</tbody>
</table>
| 6. Application of Agreement and Parties Bound | 2010 EA Amended | 6 | The clause sets out who is covered by the 2016 EA, specifically:
- MFB;
- IPU;
- Employees engaged in (or performing the work of) someone engaged in a classification or occupation in this agreement.
There is a no third party interference clause. |
| 7. Structure and Application of Agreement | 2010 EA Amended | 7 | There has been an explanation of the structure of the Agreement added.
Added subclause 7.4, 7.6, 7.7 and 7.8:
- 7.6 - Interpretation of Agreement to be consistent with benefits/entitlements being within the power of the Fair Work Commission (FWC) / Courts to approve or enforce. Clarification to ensure enforceability of the agreement included;
- 7.7 - construction that advances objective preferred;
- 7.8 - explanation as to why MFB entered into agreement. |

<table>
<thead>
<tr>
<th>2016 EA clause</th>
<th>2010 EA clause</th>
<th>2010 EA Clause reference</th>
<th>Comment</th>
</tr>
</thead>
</table>
| 8. Relationship to Previous Agreements | 2010 EA Amended | 8 | Change in relation to applicable awards and agreements.
Agreement supersedes all provisions in the 2010 Enterprise Agreement and 2010 ACTO Agreement. |
| 9. Obligations | 2010 EA Amended | 9 | There are a number of important new obligations that recognize the National Employment Standards allowing all employees to request a change in working arrangements where they:
- have parental or carer responsibilities;
- are returning from taking leave in relation to the birth or adoption of a child;
- have a disability;
- are 55 or older; or
- are experiencing violence from a member of the employer's family or providing care or support to a family member or member of the household who is experiencing domestic violence.
Examples of changes in working arrangements include:
- changes in the hours of work;
- changes in patterns of work; and
- changes in location of work.
The obligations in the Agreement are intended to operate so
<table>
<thead>
<tr>
<th>2016 EA</th>
<th>2010 EA clause</th>
<th>2010 EA clause reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>that the Agreement expressly recognises the minimum entitlements of all employees that arise under the Fair Work Act.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>The obligations also recognise that the MFB is required to consider any request for flexible working arrangements on a case by case basis against its reasonable business needs, including its operational needs.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>See above.</td>
</tr>
<tr>
<td>10. Variation of Agreement</td>
<td>2010 EA Amended</td>
<td>11</td>
<td>The clause recognises the ability to vary the agreement by agreement.</td>
</tr>
<tr>
<td></td>
<td>ACFPA Amended</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>11. Definitions</td>
<td>2010 EA Amended</td>
<td>10</td>
<td>Sets out the definitions of terms in the 2016 EA. Note the amended existing definitions, Union (or UFU), FWC and Employee. Note also the following new definitions:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Act;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Workplace Injury Rehabilitation and Compensation Act 2013;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• FWC;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Caree: Firefighter;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Emergency Management Act 2013;</td>
</tr>
<tr>
<td>2016 EA</td>
<td>2010 EA clause</td>
<td>2010 EA Clause reference</td>
<td>Comment</td>
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<tr>
<td></td>
<td></td>
<td>N/A</td>
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</tr>
</tbody>
</table>

12. Classification, Career Paths and Opportunities

2010 EA

New clause

N/A

New clause 12, incorporating aspects of clauses 69, 70, 71, 72, 73, 74 of 2010 EA

The clause adds a number of benefits to employees in relation to career progression, training and opportunities for employees.

Significant changes include:

- New roles added: Senior Leading Firefighter (subclause 12.2.2) and Senior Fire Services Communications Controller (subclause 12.2.3).

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<table>
<thead>
<tr>
<th>2016 EA</th>
<th>2010 EA clause</th>
<th>2010 EA Clause reference</th>
<th>Comment</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td>N/A</td>
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</tbody>
</table>

ACPO EA

New clause

N/A

- Assistant Chief Fire Officer included in coverage (subclause 12.2.1)
- Reconciling accrued entitlements for lateral hires from CFA (12.3.10)
- Assessment for given rank only allowed when completed equivalent length of service
- Training at MFB's expense (12.3.1) and obligations on MFB to provide certain training.

12A. Senior Operational Personnel Rank Alignment

2010 EA

New clause

N/A

The clause requires the parties to meet and negotiate alignment of rank structures between MFB and CFA no later than 3 months after the Agreement comes into operation.

The clause sets out principles and factors for negotiations.

13. Security and Safety of Work and Classifications

2010 EA

Amended

Clause 3.2

Clause 13 provides a process through which MFB must consult with employees and UPW regarding engaging contractors to perform work covered by this Agreement, with new subclause 13.2.3 limiting the appropriate areas for MFB to engage
<table>
<thead>
<tr>
<th>2016 EA</th>
<th>2010 EA clause</th>
<th>2010 EA clause reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACOF EA</td>
<td>New clause</td>
<td>N/A</td>
<td>Contractors. New sub clause 13.3.1 requires MFB to undertake consultation per clause 16 regarding the introduction of new work that is capable of being performed by employees. This clause is intended to protect job security and maintain classifications.</td>
</tr>
<tr>
<td>14. Memoranda of Understanding</td>
<td>2010 EA</td>
<td>New clause</td>
<td>N/A</td>
</tr>
<tr>
<td>15. Flexible Clause</td>
<td>2010 EA</td>
<td>Not amended</td>
<td>12</td>
</tr>
<tr>
<td>ACOF EA</td>
<td>Not Amended</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>A2. Consultation, Change and Extra Claims</td>
<td>2010 EA</td>
<td>Amended</td>
<td>13</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2016 EA</th>
<th>2010 EA clause</th>
<th>2010 EA clause reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACOF EA</td>
<td>Amended</td>
<td>8:9</td>
<td>As above.</td>
</tr>
<tr>
<td>16A. Dispute Resolution Officer</td>
<td>2010 EA</td>
<td>Amended</td>
<td>20</td>
</tr>
<tr>
<td>ACOF EA</td>
<td>Amended</td>
<td>13</td>
<td>As above.</td>
</tr>
<tr>
<td>17. Introduction of Change</td>
<td>2010 EA</td>
<td>Amended</td>
<td>14</td>
</tr>
<tr>
<td>ACOF EA</td>
<td>Amended</td>
<td>10</td>
<td>As above.</td>
</tr>
<tr>
<td>18. Legislation and Reform</td>
<td>2010 EA</td>
<td>New clause</td>
<td>N/A</td>
</tr>
<tr>
<td>ACOF EA</td>
<td>New clause</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>18A. Fire Ops 101</td>
<td>2010 EA</td>
<td>New clause</td>
<td>N/A</td>
</tr>
<tr>
<td>2016 EA</td>
<td>2010 EA clause reference</td>
<td>2010 EA Clause reference</td>
<td>Comment</td>
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</tr>
<tr>
<td>ACTO EA</td>
<td>N/A</td>
<td>N/A</td>
<td>personnel and other identified members of the community, modelled on international experience, to directly experience the challenges of firefighting.</td>
</tr>
<tr>
<td>19. Productivity</td>
<td>2010 EA Amended</td>
<td>16</td>
<td>Requires improvements be implemented via consultation process in clause 16; all improvements under clause will be at efficiency.</td>
</tr>
<tr>
<td>ACTO EA</td>
<td>N/A</td>
<td>17</td>
<td>As above.</td>
</tr>
<tr>
<td>20. Technological Change</td>
<td>2010 EA Amended</td>
<td>17</td>
<td>Requires technological changes be implemented via consultation process in clause 16.</td>
</tr>
<tr>
<td>ACTO EA</td>
<td>N/A</td>
<td>25</td>
<td>All technical changes under clause 20 will be at efficiency. As above.</td>
</tr>
<tr>
<td>21. Dispute Resolution</td>
<td>2010 EA Amended</td>
<td>19</td>
<td>Amendments include:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Process applies to matters arising under NES (23.5)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Disputes may be referred to an EEOC or other external body under clause 23.5</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Dispute process can now be applied to health and safety, unless party has already required EEOC</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Employers may choose to be represented during process</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2016 EA</th>
<th>2010 EA clause reference</th>
<th>2010 EA Clause reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACTO EA</td>
<td>Amended</td>
<td>12</td>
<td>As above.</td>
</tr>
<tr>
<td>22. Natural Justice</td>
<td>2010 EA New clause</td>
<td>N/A</td>
<td>Obligation on MFB to comply with principles of natural justice and/or procedural fairness.</td>
</tr>
<tr>
<td>ACTO EA</td>
<td>New clause</td>
<td>N/A</td>
<td>As above.</td>
</tr>
<tr>
<td>23. Conditions for Employees Participating at Consultation etc.</td>
<td>2010 EA Amended</td>
<td>18</td>
<td>Subclause 23.2 amended to include employees not entered to duty will be paid in accordance with recall provisions of the Agreement when participating in meetings.</td>
</tr>
<tr>
<td>ACTO EA</td>
<td>Amended</td>
<td>11</td>
<td>Off-shift employees entitled to tax allowance per clause 85.9.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Amendments to subclauses 23.1, 23.2, 23.3.3 (minor changes) As above.</td>
</tr>
<tr>
<td>ACTO EA</td>
<td>N/A</td>
<td></td>
<td>Subclause 24.2 includes specific reference to the &quot;Victorian Emergency Management Reform White Paper&quot;. As above.</td>
</tr>
<tr>
<td>2016 EA</td>
<td>2010 EA clause</td>
<td>2010 EA clause reference</td>
<td>Comment</td>
</tr>
<tr>
<td>---------</td>
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<td>---------</td>
</tr>
<tr>
<td>25. Bushfires Royal Commission Report</td>
<td>2010 EA Amended</td>
<td>22</td>
<td>Added subclause 25.3 confirming that any changes under this clause represent an efficiency.</td>
</tr>
<tr>
<td></td>
<td>ACOFO EA Amended</td>
<td>15</td>
<td>As above.</td>
</tr>
<tr>
<td>26. Climate</td>
<td>2010 EA New clause</td>
<td>N/A</td>
<td>Requires consultation on any changes arising due to changes to climate.</td>
</tr>
<tr>
<td></td>
<td>ACOFO EA New clause</td>
<td>N/A</td>
<td>As above.</td>
</tr>
<tr>
<td>27. Multi Agency Units</td>
<td>2010 EA New clause</td>
<td>N/A</td>
<td>MFB and UFB to reach agreement via clause 16 regarding multi agency training.</td>
</tr>
<tr>
<td></td>
<td>ACOFO EA New clause</td>
<td>N/A</td>
<td>As above.</td>
</tr>
<tr>
<td>28. Savings</td>
<td>2010 EA New clause</td>
<td>N/A</td>
<td>Roll over of entitlements following making of Agreement, with a clause preserving all accrued entitlements at the date of the commencement of the Agreement with no reductions.</td>
</tr>
<tr>
<td></td>
<td>ACOFO EA New clause</td>
<td>N/A</td>
<td>As above.</td>
</tr>
<tr>
<td>29. No Extra Claims</td>
<td>2010 EA Not Amended</td>
<td>23</td>
<td></td>
</tr>
<tr>
<td>2016 EA</td>
<td>2010 EA Clause</td>
<td>2010 EA Clause reference</td>
<td>Comment</td>
</tr>
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</tr>
<tr>
<td>A3. EMPLOYMENT RELATIONSHIP</td>
<td>ACTO EA Amended</td>
<td>S2</td>
<td>Amended subclause 29.1 to include 'shall be no excess claims by any party'. Subclause 29.1 merges subclauses 52.1 and 52.2 of ACTO EA Agreement, deletes subclause 52.3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>24</td>
<td>Amendments to clause 30.2 (minor amendments, similar in effect). Added clauses 30.3 and 30.4:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• 30.3 states that employees notified that their employment is terminated or demoted in accordance with the agreement.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• 30.4 states that employers covered by the agreement shall only report to operational employees or DDO or CO when responding to fire alarms, unless anexception applies.</td>
</tr>
<tr>
<td></td>
<td>ACTO EA Amended</td>
<td>Schedule 4 clause 4</td>
<td>As above.</td>
</tr>
<tr>
<td>31. Conduct Resolution</td>
<td>2010 EA Amended</td>
<td>26</td>
<td>Subclause 31.2 refers to the agreed Code of Conduct, attached at Schedule 19. Subclause 31.5 entitles employees who are stood down / suspended to full wage and all other terms and conditions of employment under the Agreement.</td>
</tr>
<tr>
<td></td>
<td>ACTO EA Amended</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2016 EA</th>
<th>2010 EA Clause</th>
<th>2010 EA Clause reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>32. Adverse Reports</td>
<td>2010 EA Amended</td>
<td>26.6</td>
<td>Sets out the process for adverse reports, which must comply with the principles of natural justice and procedural fairness.</td>
</tr>
<tr>
<td></td>
<td>ACTO EA Amended</td>
<td>16</td>
<td></td>
</tr>
<tr>
<td>33. Termination of Employment</td>
<td>2010 EA Amended</td>
<td>27</td>
<td>Amended clause 33.1 - Conduct Resolution: Process in Schedule 19 to be followed. Added clause 33.2 requiring PW Act. Amended 33.3.5 (previously 27.2.5) to limit where notice shall not be paid in case of dismissal due to convictions for indictable offences (previously any conduct that justified instant dismissal, including insufficiency, neglect or misconduct).</td>
</tr>
<tr>
<td></td>
<td>ACTO EA Amended</td>
<td>Schedule 4 clause 7</td>
<td>As above.</td>
</tr>
<tr>
<td>34. Employee Activities</td>
<td>2010 EA Amended</td>
<td>28</td>
<td>Added new subclause 34.1.6 (employees cannot be injured in their employment because of their reliance on any clause of the agreement).</td>
</tr>
<tr>
<td></td>
<td>ACTO EA Amended</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>35. Employee Representation</td>
<td>2010 EA Amended</td>
<td>29</td>
<td>Added new subclause 35.1 regarding freedom of association. UFFU to have access to send correspondence via the MFB email</td>
</tr>
<tr>
<td></td>
<td>ACTO EA Amended</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>2016 EA</td>
<td>2010 EA clause</td>
<td>2010 EA Clause reference</td>
<td>Comment</td>
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<td>---------</td>
</tr>
<tr>
<td>ACF0 EA</td>
<td>New clause</td>
<td>N/A</td>
<td>System or any new system. Added subclause 35.5.6 to permit communication with employees through all reasonable communication methods. The clause continues to recognize entry into the MFB premises, even where the employee's representative wishes to enter the MFB's premises in accordance with Part 3 - 4 of the Fair Work Act.</td>
</tr>
<tr>
<td>2010 EA Amended</td>
<td>30</td>
<td></td>
<td>Maintains requirement for consultation pursuant to clause 16 for changes in fatigues, as noted that any policies that have not been the subject of consultation may not be applied, enforceable or used to reduce employees' conditions.</td>
</tr>
<tr>
<td>ACF0 EA Amended</td>
<td>33</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2010 EA Amended</td>
<td>31</td>
<td></td>
<td>Deletes previous provision, adds clause 37.1 stating that all matters regarding transfer to be dealt with per FW Act.</td>
</tr>
<tr>
<td>ACF0 EA Amended</td>
<td>42</td>
<td></td>
<td>As above</td>
</tr>
</tbody>
</table>

### MFB SYSTEMS CONDITIONS

<table>
<thead>
<tr>
<th>ACTIVITIES AND ROSTERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016 EA</td>
</tr>
<tr>
<td>ACF0 EA</td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
</tr>
<tr>
<td>30. MFB Systems Conditions</td>
</tr>
</tbody>
</table>

### MFB END
<table>
<thead>
<tr>
<th>2016 EA</th>
<th>2010 EA clause</th>
<th>2010 EA clause reference</th>
<th>Comment</th>
</tr>
</thead>
</table>
|          |                |                          | 2010 EA Clause reference | Added new clauses, including:  
- Clause 39.184.1 agreement to increase current staffing ratios, locations and levels  
- Clause 39.184.2 agreement to establish an additional 200 career firefighter positions by 1 July 2019 which the MFB has already substantially delivered  
- Clause 39.184.4 requirement that MFB conduct a minimum of three recruitment campaigns per year  
- The number of ACTO’s (14) is maintained in 2016 Agreement. |

### 40. Day Relief and Rotating Rosters

<table>
<thead>
<tr>
<th>2010 EA</th>
<th>New clause</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACTO EA</td>
<td>New clause</td>
<td>N/A</td>
</tr>
</tbody>
</table>

New clause requiring MFB to provide employees in positions which are not 'on shift' with adequate 'relief' where required to address fatigue. This ‘relief’ will not negatively affect an employee's leave entitlements.

As above.

### 41. Secondment and Unilateral Entry

<table>
<thead>
<tr>
<th>2010 EA</th>
<th>Amended</th>
<th>70.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACTO EA</td>
<td>New clause</td>
<td>N/A</td>
</tr>
</tbody>
</table>

This clause provides for an annual secondment program between the CPA and MFB with, at minimum, 12 career firefighters from each organization each year participating in career secondment training.

Employees can only participate in the secondment program.

---

<table>
<thead>
<tr>
<th>2016 EA</th>
<th>2010 EA clause</th>
<th>2010 EA clause reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

### 42. Firefighters’ Registration Board

<table>
<thead>
<tr>
<th>2010 EA</th>
<th>New clause</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACTO EA</td>
<td>New clause</td>
<td>N/A</td>
</tr>
</tbody>
</table>

The MFB agrees to endorse the establishment of a Firefighters’ Registration Board by way of letter of endorsement to the OPG Secretary.

As above.

### 43. rostering

<table>
<thead>
<tr>
<th>2010 EA</th>
<th>Amended</th>
<th>37.75.76</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACTO EA</td>
<td>New clause</td>
<td>N/A</td>
</tr>
</tbody>
</table>

This clause is to be read in context with clause 44 and clause 9 of the Agreement and section 65 of the Fair Work Act.

Includes provision for part-time or casual employment in certain areas where agreed on a case by case basis. Provides rosters must be in accordance with the Agreement.

Employees who have an entitlement to request flexible working arrangements under s 65 of the Fair Work Act are able to do so and have the benefit available to them in accordance with the maximum national employment standard.

Amended clauses 43.4, 43.5, 43.6 and 43.6, detailing arrangement of normal working hours.

As above, ACTO rostering is addressed at clauses 138 - 139 of 2016 EA.
<table>
<thead>
<tr>
<th>2016 EA</th>
<th>2018 EA clause reference</th>
<th>2018 EA clause reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>New clause</td>
<td>N/A</td>
<td>N/A</td>
<td>This clause is to be read in context with clause 9 of the Agreement and section 65 of the Fair Work Act, and ensures an ability for the MFB to consider applications for part-time and flexible work in accordance with the NES and this Agreement. Employees who have an entitlement to request flexible working arrangements under s 65 of the Fair Work Act are able to do so and have the benefits available to them in accordance with the minimum national employment standard. Clause 44.1 sets out the preferences of the parties to the Agreement to hire employees on a full-time basis. Clause 44.1.1 sets out that where a request for part-time employment is agreed to, the employee will be reviewed in accordance with clause 124. This is subject to the NES entitlement in s 65 of the FW Act. Clause 44.1.2 sets out that part-time employees will not be able to access the 10/10 roster save for exceptional circumstances and the clause will operate consistent with the NES. Sets out a number of requirements and entitlements for employees to ensure maintenance of operational requirements. Provides that employees may be required to carry out additional skills training if working part-time.</td>
</tr>
<tr>
<td>ACTO EA</td>
<td>N/A</td>
<td>N/A</td>
<td>As above.</td>
</tr>
<tr>
<td>2016 EA</td>
<td>2010 EA clause</td>
<td>2010 EA Clause reference</td>
<td>Comment</td>
</tr>
<tr>
<td>---------</td>
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</tr>
<tr>
<td>45. Diversity</td>
<td>2010 EA New clause</td>
<td>N/A</td>
<td>Clause 45A sets out the parties’ agreement to consider and develop strategies to increase diversity and develops a working party to report to the Consultation Committee in accordance with Clause 16.</td>
</tr>
<tr>
<td>ACFD EA New clause</td>
<td>N/A</td>
<td>As above.</td>
<td></td>
</tr>
<tr>
<td>45. Rehabilitation Units</td>
<td>2010 EA New clause</td>
<td>N/A</td>
<td>Provides for the implementation of rehabilitation units by consultation, to be staffed by a Rehabilitation Unit operator (as agreed position on shift); provides for certain equipment to be provided by ACFD.</td>
</tr>
<tr>
<td>ACFD EA New clause</td>
<td>N/A</td>
<td>As above.</td>
<td></td>
</tr>
<tr>
<td>46. Health of Employees</td>
<td>2010 EA Amended</td>
<td>44</td>
<td>The clause also includes important changes whereby the MFB supports employees with agreed list of concerns and PSSD, supporting the Government’s presumptive legislation as a mechanism for implementation.</td>
</tr>
<tr>
<td>ACFD EA New clause</td>
<td>N/A</td>
<td>As above.</td>
<td></td>
</tr>
<tr>
<td>47. Disability Insurance Cover</td>
<td>2010 EA Not Amended</td>
<td>45</td>
<td>The parties agree to establish a joint committee to consider options for additional compensation for staff who suffer illness as a result of exercising their profession, and to investigate strategies to minimise risk.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2016 EA</th>
<th>2010 EA clause</th>
<th>2010 EA Clause reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACFD EA Amended</td>
<td>12</td>
<td>Changed “ACFD’s” to “Operational Staff”.</td>
<td></td>
</tr>
<tr>
<td>48. Accident and Illness Policy</td>
<td>2010 EA New clause</td>
<td>N/A</td>
<td>MFB and UFU to consult and implement agreed income protection policy/scheme.</td>
</tr>
<tr>
<td>ACFD EA New clause</td>
<td>N/A</td>
<td>As above.</td>
<td></td>
</tr>
<tr>
<td>49. Ambulance Membership</td>
<td>2010 EA New clause</td>
<td>N/A</td>
<td>Provides for all costs of membership to ambulance service.</td>
</tr>
<tr>
<td>ACFD EA New clause</td>
<td>N/A</td>
<td>As above.</td>
<td></td>
</tr>
<tr>
<td>50. Disputes Panel</td>
<td>2010 EA New clause</td>
<td>N/A</td>
<td>Provides for the establishment of a Disputes Panel for the purposes of resolving future staffing disputes. The Panel will consist of a chairperson and two other members, one chosen by MFB and the other by UFU.</td>
</tr>
<tr>
<td>ACFD EA New clause</td>
<td>N/A</td>
<td>As above.</td>
<td></td>
</tr>
<tr>
<td>51. Medical Care / Attention</td>
<td>2010 EA Amended</td>
<td>46</td>
<td>Amended clause 51.5 provides that the parties will identify a range of providers for 24/7 emergency medical department, to be selected by a sub-committee established under clause 14.</td>
</tr>
<tr>
<td>2016 EA</td>
<td>2010 EA</td>
<td>2010 EA Clause reference</td>
<td>Comment</td>
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<td>---------</td>
</tr>
<tr>
<td></td>
<td>ACFD EA New clause</td>
<td>N/A</td>
<td>As above.</td>
</tr>
<tr>
<td>52. Peer Support</td>
<td>2010 EA New clause</td>
<td>N/A</td>
<td>Provides for a peer support program, with peer support employees undertaking peer support functions as part of their substantive role.</td>
</tr>
<tr>
<td></td>
<td>ACFD EA New clause</td>
<td>N/A</td>
<td>MFB to provide peer support employees with reasonable resources and agreed training, and will promote and support program.</td>
</tr>
<tr>
<td>53. Medical Expenses</td>
<td>2010 EA New clause</td>
<td>N/A</td>
<td>Provides for access and payment for a qualified psychologist, as well as any costs incurred from attendance. The implementation and any change will occur via section 16.</td>
</tr>
<tr>
<td></td>
<td>ACFD EA New clause</td>
<td>N/A</td>
<td>As above.</td>
</tr>
<tr>
<td>54. Registry of Attended Calls</td>
<td>2010 EA Amended</td>
<td>47</td>
<td>Requirement that exposure control be a standing item on Consultation Commission agenda, with MFB required to maintain a register of employees’ exposure.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Amended clause 54.2.1 and 54.3.2 to include reference to ‘training’ (previously limited to calls).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2016 EA</th>
<th>2010 EA</th>
<th>2010 EA Clause reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ACFD EA New clause</td>
<td>N/A</td>
<td>New clause 55 provides that the parties will implement a health screening program, with no adverse impacts for employees who choose not to participate in the program.</td>
</tr>
<tr>
<td>55. Health Screening</td>
<td>New clause</td>
<td>N/A</td>
<td>Subclause 55.3 provides that the health screening program will be at MFB’s cost, will be agreed through consultation with UFTU (Subclause 55.5), and there will be total employee directors confidentiality (Subclause 55.5.1).</td>
</tr>
<tr>
<td></td>
<td>New clause</td>
<td>N/A</td>
<td>New clause 56 provides that the parties will maintain and enhance a voluntary health and fitness program for employees.</td>
</tr>
<tr>
<td>56. Health and Fitness Program</td>
<td>New clause</td>
<td>N/A</td>
<td>MFB will provide a sports voucher worth $125 each year to all employees. And amendments or exclusions to program will be by consultation.</td>
</tr>
<tr>
<td></td>
<td>New clause</td>
<td>N/A</td>
<td>New clause 57 provides that MFB and employers will use their best endeavours to ensure the workplace is free from bullying or harassment.</td>
</tr>
<tr>
<td>57. Equal Employment Opportunity</td>
<td>New clause</td>
<td>N/A</td>
<td>This clause also obliges the MFB to take into account an employee’s family responsibilities when allocating stations, as far as practicable.</td>
</tr>
<tr>
<td></td>
<td>2010 EA Amended</td>
<td>35</td>
<td>Amended clause 50.3, including requiring the subcommittee to look into the terms and conditions of employment for a special ops team.</td>
</tr>
<tr>
<td>2016 EA</td>
<td>2010 EA clause reference</td>
<td>2010 EA Clause reference</td>
<td>Comment</td>
</tr>
<tr>
<td>---------</td>
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<td>---------</td>
</tr>
<tr>
<td>ACTO EA</td>
<td>New clause</td>
<td>N/A</td>
<td>Amended clause 515 to require the working party to provide a report to the MFB Executive Leadership Team within 6 months. Clause 518 provides for a subcommittee to report on the feasibility of a specialist operations unit.</td>
</tr>
<tr>
<td>59. RIAT</td>
<td>New clause</td>
<td>N/A</td>
<td>New clause 59 provides for the parties to continue to implement rapid impact assessment (RIA) capability, with RIAT used for rapid assessment of large incident impacts such as storm damage. MFB will consult on any implementation of RIAT.</td>
</tr>
<tr>
<td>60. Marine</td>
<td>New clause</td>
<td>N/A</td>
<td>New clause 60 notes the enhanced Marine capabilities and capacity with MFB and provides: • for station design guidance; and • that MFB will consult on any changes to training and Marine duties.</td>
</tr>
<tr>
<td>61. Asbestos and Carbon Fibres</td>
<td>New clause</td>
<td>N/A</td>
<td>New clause 61 requires the MFB to develop an asbestos identification procedure, training program and proposed policy for consultation for all units returning to asbestos.</td>
</tr>
<tr>
<td>62. UAV</td>
<td>New clause</td>
<td>N/A</td>
<td>New clause 62 relates to MFB’s unmanned aerial vehicle (UAV) capabilities, and requires all UAV operators to be paid an allowance in accordance with schedule 4, including during skills maintenance and drills. Subclause 62.2 provides for a minimum of two UAV per region.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2016 EA</th>
<th>2010 EA clause reference</th>
<th>2010 EA Clause reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>63. Working Conditions and Health and Safety</td>
<td>Amended</td>
<td>3B</td>
<td>Requires compliance with Schedule 3. Added clause 63.2, incorporating the ORS Agreement at Schedule 3. Separated &quot;Return to Work&quot; clause, previously included in clause 3B of the 2010 Agreement. Added clause 63.2, incorporating the ORS Agreement at Schedule 3. Note: see &quot;Return to Work&quot; provision in ACTO EA.</td>
</tr>
<tr>
<td>ACTO EA</td>
<td>Amended</td>
<td>2B</td>
<td></td>
</tr>
<tr>
<td>64. Return to Work</td>
<td>Amended</td>
<td>3B</td>
<td>Significant changes, including provisions relating to Return to Work as set out in Schedule 20, relating to: • Transfer on the ground of health or fitness; and • Operational Support Group to facilitate Return to Work.</td>
</tr>
<tr>
<td>ACTO EA</td>
<td>New clause</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>65. Health and Safety Representatives</td>
<td>Not amended</td>
<td>33.3.1</td>
<td>This clause provides that any employee lacking the position of health and safety representative or deputy health and safety representative shall be provided with access to certain facilities and necessary equipment, as agreed through the relevant subcommittee.</td>
</tr>
<tr>
<td>ACTO EA</td>
<td>New clause</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>2016 EA</td>
<td>2010 EA clause</td>
<td>2010 EA clause reference</td>
<td>Comment</td>
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<td>---------</td>
</tr>
<tr>
<td>66. Gambling, Drug and Alcohol Rehabilitation</td>
<td>New clause</td>
<td>N/A</td>
<td>New clause 66 provides that the parties agree to develop a gambling, drug and alcohol rehabilitation protocol through the MFB UPU Consultative Committee.</td>
</tr>
<tr>
<td></td>
<td>New clause</td>
<td>N/A</td>
<td>New clause 66.5 requires MFB to take steps to encourage employees to give up smoking.</td>
</tr>
<tr>
<td>67. Transition to Retirement</td>
<td>New clause</td>
<td>N/A</td>
<td>New clause 67 provides that the parties agree to develop parameters for the purpose of transition to retirement arrangements, via consultation.</td>
</tr>
<tr>
<td></td>
<td>N/A</td>
<td>New clause</td>
<td>Where parameters cannot be agreed, Subclause 67.2 provides that disputes relating to the development or implementation of transition to retirement parameters cannot be the subject of FWC arbitration.</td>
</tr>
<tr>
<td>68. Rest Time After Overtime</td>
<td>Amended</td>
<td>39</td>
<td>Amended to exclude driving time from rest period.</td>
</tr>
<tr>
<td></td>
<td>N/A</td>
<td>New clause</td>
<td>Subclause 68.4 added to provide that any employee who works more than 16 hours consecutively shall be entitled to a rest period of 6 hours without any loss of normal pay.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Note: Rest and working provisions are in Clause 22 of ACOE EA.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2016 EA</th>
<th>2010 EA clause</th>
<th>2010 EA clause reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>69. Training and Professional Development</td>
<td>Amended</td>
<td></td>
<td>A number of provisions remain the same as the 2010 EA.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>92</td>
<td>A number of changes from the following additions to the clause:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Subclause 69.8 requires MFB to pay for attendance at all training courses.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Subclause 69.9 requires MFB to provide all training courses to maintain operational capabilities.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Subclause 69.11 allows for technical operations courses to be agreed following agreement on staffing levels.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Subclause 69.12 requires minimum annual skills maintenance training.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Subclause 69.13 requires training for key technology updates.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Subclause 69.14 requires MFB to keep accurate records of employees' training.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Training and Professional Development requirements as set out in clause 69 apply to all employees.</td>
</tr>
<tr>
<td>70. Joint Firefighter/Rescue Recruit</td>
<td>New clause</td>
<td>N/A</td>
<td>New clause 70 provides that MFB and CFA develop and implement a joint firefighter recruit course, in accordance with clause 14 Consultations and for the terms set out in this clause (for example, minimum number of instructors for each recruitment course).</td>
</tr>
<tr>
<td>2016 EA</td>
<td>2010 EA clause</td>
<td>2010 EA clause reference</td>
<td>Comment</td>
</tr>
<tr>
<td>---------</td>
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<td>--------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>71. Water for Training</td>
<td>New clause</td>
<td>N/A</td>
<td>New clause 71 requires all training and skills maintenance to be undertaken with potable standard water, with the exception of Marine Training.</td>
</tr>
<tr>
<td>72. Community Safety</td>
<td>New clause</td>
<td>N/A</td>
<td>New clause 72 requires the parties to consult for the purpose of developing new community safety initiatives.</td>
</tr>
<tr>
<td>73. Specialist Courses</td>
<td>2010 EA Amended</td>
<td>94</td>
<td>Amended to require that the selection process for personnel to participate in specialist training is transparent and equitable.</td>
</tr>
<tr>
<td>74. Skills Maintenance for Day Workers</td>
<td>2010 EA Amended</td>
<td>95</td>
<td>Amended to require FSOCs, as well as any employees other than ACFDs, to work at least 1 on-shift roster per annum, during which time they will be paid all allowances applicable to the day workers. Note: Operational Duties in Schedule 5 of ACTO EA includes requirement of skill maintenance.</td>
</tr>
</tbody>
</table>
| 75. Employee Support Programs | New clause | N/A | New clause 75 requires MFB to implement the following programs via consultation:  
- Health and Well Being Program  
- Lifestyle / Relationship Program  
- Career Counselling  
- Financial Planning / Education Programs. |
<table>
<thead>
<tr>
<th>2016 EA</th>
<th>2010 EA clause</th>
<th>2010 EA Clause reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>56. Uniforms, Appliances and Equipment</td>
<td>2010 EA Amended</td>
<td>08</td>
<td>The costs of the uniforms are at the expense of MFB. Uniforms and PPE is listed in Schedule 5.</td>
</tr>
<tr>
<td>ACFD EA Amended</td>
<td>Schedule 4, Clause 12.1</td>
<td></td>
<td>Added new clauses relating to the provision and maintenance of appliances, incorporating Schedule 9.</td>
</tr>
<tr>
<td>57. EWP Checks</td>
<td>New clause</td>
<td>N/A</td>
<td>MFB to introduce a process to ensure EWP checks are in place for all aerial appliances at the commencement of each shift.</td>
</tr>
<tr>
<td>58. Email Access</td>
<td>2010 EA Amended</td>
<td>09</td>
<td>Amended subclause 1 (minor change), new subclause 5 regarding monitoring or accessing employee emails.</td>
</tr>
<tr>
<td>ACFD EA New clause</td>
<td></td>
<td>N/A</td>
<td>Employees will have access to a secure MFB email account during working hours and out of hours; pay slips will be provided in this email account.</td>
</tr>
<tr>
<td>59. Surveillance/Monitoring</td>
<td>New clause</td>
<td>N/A</td>
<td>Clause 79.2 is a modification of clause 90.6 from the 2010 EA. No equivalent in ACFD EA.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Surveillance or monitoring which captures employees (including GPS in vehicle) may not be used for employee disciplinary purposes.</td>
</tr>
<tr>
<td>60. Amending</td>
<td>2010 EA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2016 EA</th>
<th>2010 EA clause</th>
<th>2010 EA Clause reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amended</td>
<td>50</td>
<td>Amended subclause 3-4. New subclauses 5 oblige MFB to supply and launder bed linens.</td>
</tr>
<tr>
<td>ACFD EA Amended</td>
<td></td>
<td></td>
<td>Amended subclauses 3-4 (1, 1.1 and 1.2 in ACFD EA), new subclauses 1, 2, 5 and 6.</td>
</tr>
<tr>
<td>61. Infrastructure</td>
<td>2010 EA Amended</td>
<td>50</td>
<td>Subclauses 7 and 2 require MFB to provide amenities as agreed between the MFB and UPH for preparation of meals and room and rustication, including beds, mattresses, covers and pillows.</td>
</tr>
<tr>
<td>ACFD EA New clause</td>
<td></td>
<td>N/A</td>
<td>Parties must comply agreed work location infrastructure design agreement, built in relation to new and modifications to existing work locations.</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Amenities at current work locations will be reviewed by MFB and UPH within 12 months of the commencement of the Agreement, and work done to bring them in line with the infrastructure design agreement.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>56. WAGES, ALLOWANCES AND REMUNERATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>62. Wage Increase</td>
</tr>
<tr>
<td>ACFD EA Amended</td>
</tr>
<tr>
<td>2016 EA</td>
</tr>
<tr>
<td>---------</td>
</tr>
<tr>
<td>03. Relatives</td>
</tr>
<tr>
<td>04. Salary Packaging</td>
</tr>
<tr>
<td>05. Allowances and Reimbursements General</td>
</tr>
<tr>
<td>06. Superannuation</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2016 EA</th>
<th>2010 EA clause</th>
<th>2010 EA Clause reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>03. Relatives</td>
<td>2010 EA Amended</td>
<td>705.70.6</td>
<td>Subclauses 705.1 and 705.2 are identical. A new subclause 705.2 that requires parties to agree on or to go to the FMC for arbitration to decide on increase in Senior Officer and Senior Station Officer remuneration. Subclause 1 states that parties have agreed relocation, and these are set out in the wage clause, see above for subclause 2.</td>
</tr>
<tr>
<td>04. Salary Packaging</td>
<td>2010 EA Amended</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>05. Allowances and Reimbursements General</td>
<td>2010 EA Amended</td>
<td>42</td>
<td>All allowances increase by 19%. This increase has already been paid by the MFB. The amended clause includes clarifications about the transport of allowances, and that allowances are an exception to the prohibition on extra claims. The following allowances have been introduced, enhanced or clarified: • Meal Allowance (c 05.6); • Spahc Meal Allowance (c 05.7); • Express and Hostel Penalties (c 05.8); • Refueling Allowance, where an employee is required to work at a different station to the one registered (c)</td>
</tr>
<tr>
<td>06. Superannuation</td>
<td>2010 EA Amended</td>
<td>63</td>
<td>The 2010 Agreement provides for the establishment of a committee to improve remuneration under ESSS. The 2016 EA also provides for a committee to look into certain aspects of employee superannuation but is a complete overhaul and far more prescriptive. Subclause 1 of the ACFD EA merely provides that ACFDs and operational employees for the purposes of the ESSS.</td>
</tr>
<tr>
<td>2016 EA</td>
<td>2010 EA clause</td>
<td>2010 EA clause reference</td>
<td>Comment</td>
</tr>
<tr>
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<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td>87. Payment of Overtime</td>
<td>2010 EA Amended</td>
<td>40</td>
<td>2016 EA introduces requirement that overtime be paid within three weeks from when it was worked.</td>
</tr>
<tr>
<td></td>
<td>ACTO EA New clause</td>
<td>N/A</td>
<td>MFB will pay overtime within three weeks from when it was worked.</td>
</tr>
<tr>
<td>88. Childcare</td>
<td>New clause</td>
<td>N/A</td>
<td>MFB will reimburse employees for any childcare costs accrued as a result of any work performed outside normal hours.</td>
</tr>
<tr>
<td>89. Journey Accident Cover</td>
<td>2010 EA Amended</td>
<td>49</td>
<td>Among other amendments, the 2016 EA introduces a requirement for MPI to cover medical expenses and vehicle damage.</td>
</tr>
<tr>
<td></td>
<td>ACTO EA Amended</td>
<td>40</td>
<td>As above.</td>
</tr>
</tbody>
</table>

### A7. TYPES OF LEAVE

| 90. Interaction With National Employment Standards | New clause | N/A | Provides that 2016 EA entitlements supplement legislative maximum entitlements and defines shift workers. |
| 91. Immediate Family or Household | 2010 EA Amended | 52 | The 2016 EA extends the definition of immediate family to |

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<table>
<thead>
<tr>
<th>2016 EA</th>
<th>2010 EA clause</th>
<th>2010 EA clause reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td>ACTO EA Amended</td>
<td>Schedule 4, cl 17(1)(a)</td>
<td>Nieces and nephews, and introduces new subclause 4 providing that EA entitlements supplement NES.</td>
</tr>
<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>2010 EA Amended</td>
<td>51</td>
<td>Entitlement, changed from 180 hours credited on commencement of employment, to 15 shifts on commencement of employment, an additional 3 shifts following one year’s service, and an additional 10 shifts on completion of two years’ service and each year thereafter.</td>
</tr>
<tr>
<td></td>
<td>ACTO EA Amended</td>
<td>Schedule 4, cl 17(1)</td>
<td>As above.</td>
</tr>
<tr>
<td>93. Sick Leave</td>
<td>2010 EA Amended</td>
<td>53</td>
<td>The 2016 EA introduces a new definition of illness, and changes the entitlement from hours to shifts.</td>
</tr>
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<td></td>
</tr>
<tr>
<td>2016 EA Clause</td>
<td>2010 EA Clause</td>
<td>2010 EA Clause Reference</td>
<td>Comment</td>
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</tr>
<tr>
<td>94, Care’s Leave</td>
<td>2010 EA Amended</td>
<td>54</td>
<td>Schedule 4, cl 17.1.5</td>
</tr>
<tr>
<td>95, Compassionate Leave</td>
<td>2010 EA Amended</td>
<td>57</td>
<td>Schedule 4, cl 17.1.5</td>
</tr>
</tbody>
</table>

The entitlement to care’s leave is not limited to five shifts per year as in the ACFO EA.

Increased entitlement from three to four days’ leave per occasion, of which the first three days may be deducted from the employee’s entitlement to paid sick leave (no ability to deduct for any subsequent compassionate leave in a twelve month period).

No requirement to provide evidence supporting leave, and introduced ability to take compassionate leave from following year’s entitlement to personal leave if balance insufficient.

New entitlement to Compassionate Leave (previously ACFO EA only provided for Pressing Necessity Leave, which is now provided in addition to Compassionate Leave).
<table>
<thead>
<tr>
<th>2016 EA</th>
<th>2010 EA clause</th>
<th>2010 EA Clause reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>96. Pressing Necessity Leave</td>
<td>New clause</td>
<td>N/A</td>
<td>Opportunity to be provided by way of access to accrued leave and time in lieu to employees required to observe days of cultural or religious significance.</td>
</tr>
<tr>
<td>97. Cultural &amp; Ceremonial Leave</td>
<td>2010 EA Amended</td>
<td>66 and Sched 4, cl 17.4</td>
<td>New clause provides for grievance process if leave removed. Entitlement expanded to be taken for injury or illness, rather than just illness, and may also be taken for scribes and notepads. 2016 EA no request for evidence to support application for leave.</td>
</tr>
<tr>
<td>98. Family Violence</td>
<td>New clause</td>
<td>N/A</td>
<td>Detailed clause outlining support mechanisms, including leave, for employees experiencing family violence.</td>
</tr>
<tr>
<td>99. Accident Pay</td>
<td>2010 EA Amended</td>
<td>85</td>
<td>Entitlement at 104 weeks and may be extended by agreement, and includes entitlements to allowances and entitlements under 2016 EA. The employee on leave will be paid the difference between his or her total wage and any workers' compensation payments received.</td>
</tr>
<tr>
<td>100. Special Sick Leave</td>
<td>New clause</td>
<td>N/A</td>
<td>As above</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2016 EA</th>
<th>2010 EA clause</th>
<th>2010 EA Clause reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>101. Recreation/Annual Leave</td>
<td>New clause</td>
<td>N/A</td>
<td>2010 EA Amended Schedule 4, cl 17.3 Minor amendment to subclauses 1 to 5. New subclauses 11 to 13 provide that annual leave will accrue during period of paid leave and access to WorkCover, and negative leave balances to be cleared on commencement of Agreement. Subclauses 6 to 10 apply to ACFDs only. Subclauses 1 to 6 do not apply to ACFDs. Subclauses 6 to 10, which apply to ACFDs, are identical to the existing ACFD entitlements.</td>
</tr>
<tr>
<td>102. Public Holidays/Recognised Days</td>
<td>New clause</td>
<td>N/A</td>
<td>Links public holidays for employees other than shift workers. Provides overtime for employees working public holidays. Shift workers to receive additional accrued leave for any extra public holidays.</td>
</tr>
<tr>
<td>103. Long Service Leave</td>
<td>New clause</td>
<td>N/A</td>
<td>2010 EA Amended Schedule 4, cl 17.6 Subclause 2 amended: entitlement to take leave at half-pay (rather than to apply to take leave at half-pay), and 2 Deputy Chief Officer grants applications. New subclauses 6 to 9 provide for a leave database, automatic grant of leave for 5% of the number of employees per shift, and cash out of leave. Long service leave is in accordance with the Metropolitan Fire Brigades Act 1950 (Vic), may be taken at half-pay, and up to 4.</td>
</tr>
<tr>
<td>2010 EA clause</td>
<td>2010 EA reference</td>
<td>2010 EA Clause reference</td>
<td>Comment</td>
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</tr>
<tr>
<td>104. Accrued Leave</td>
<td>New clause</td>
<td>N/A</td>
<td>Individual days may be taken per year.</td>
</tr>
<tr>
<td>105. Working &amp; Sick Leave While On Other Leave</td>
<td>New clause</td>
<td>N/A</td>
<td>Provides for leave applications to be administered through a database and granted automatically in some circumstances.</td>
</tr>
<tr>
<td>106. Industrial Training And Union Leave</td>
<td>New clause</td>
<td>N/A</td>
<td>Clause extended - new curve not for working during leave. Unaccredited leave only to be applied to rostered days under 2010 EA. Provides for reaccreditation or leave extension mechanisms where other forms of leave (e.g. sick leave) are used during a period of annual leave.</td>
</tr>
<tr>
<td>107. Study Leave</td>
<td>New clause</td>
<td>N/A</td>
<td>Nominated employees may access up to five calendar days per year of (additional) leave on full pay to attend training.</td>
</tr>
<tr>
<td>108. Defence Force Leave</td>
<td>New clause</td>
<td>N/A</td>
<td>As above.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2010 EA clause</th>
<th>2010 EA reference</th>
<th>2010 EA Clause reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amended</td>
<td>63</td>
<td></td>
<td>Entitlement increased 14 to 28 days, and leave shall (rather than may) be granted.</td>
</tr>
<tr>
<td>AFOO EA Amended</td>
<td>47</td>
<td></td>
<td>New subclause 2 provides for paid leave for jury service.</td>
</tr>
<tr>
<td>109. Anzac Day Leave</td>
<td>New clause</td>
<td>N/A</td>
<td>One day’s paid leave available to current or former service personnel participating in ANZAC events, and additional leave to those awarded a gallantry decoration, Victoria Cross or similar.</td>
</tr>
<tr>
<td>110. Jury Service</td>
<td>New clause</td>
<td>N/A</td>
<td>The same terms are rolled over for whom employees are required to attend jury service.</td>
</tr>
<tr>
<td>111. Blood Donation Leave</td>
<td>New clause</td>
<td>N/A</td>
<td>Paid leave to donate blood during working hours is available to employees working in medical administrative duties.</td>
</tr>
<tr>
<td>112. Payment For Attending Interlocutor/Appraisals</td>
<td>New clause</td>
<td>N/A</td>
<td>Employees participating in internal selection or appraisal processes are to be paid overtime and for travel (or have a vehicle provided) and must not be disturbed while on leave.</td>
</tr>
<tr>
<td>113. Community Service Leave</td>
<td>New clause</td>
<td>N/A</td>
<td>Employees can access ten days’ paid leave per year for any community service activity prescribed by the Public Sector (Voluntary Work) Regulations 2005 (Cth).</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>New entitlement to permit leave without pay for employees</td>
</tr>
<tr>
<td>2010 EA clause</td>
<td>2010 EA Clause reference</td>
<td>Comment</td>
<td></td>
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</tr>
<tr>
<td>114. Leave Without Pay</td>
<td>2010 EA Amended 65</td>
<td>Accessing treatment for a social and community issue (e.g., mental illness, addiction). As above. In addition, any obligation on MFB not to unreasonably withhold control to take leave without pay.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ACF0 EA Amended</td>
<td>51</td>
<td></td>
</tr>
<tr>
<td>115. Parental Leave</td>
<td>2010 EA Amended 67</td>
<td>Aggregate entitlement increased to 104 weeks. There is also a new provision regarding replacement employees, who may only be resourced by way of temporary promotions or transfers. As above, and in addition:  - new introductory clause;  - change to definition of ‘Dis/M’ for the purposes of adoption;  - increase from 12 to 14 weeks’ paid leave for females;  - increased entitlement to special maternity leave and parental leave entitlements are in addition to any government payments.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ACF0 EA Amended</td>
<td>59 and Schedule 4, cl17.5</td>
<td></td>
</tr>
<tr>
<td>116. Attendance Management</td>
<td>2010 EA Amended (new) 86</td>
<td>Consequential amendment to terminology only – ‘Zone’ to ‘District’ in subclause.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ACF0 EA Amended</td>
<td>27</td>
<td></td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>2010 EA clause</th>
<th>2010 EA Clause reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>PART B - CONDITIONS APPLYING TO RECRUIT FIREFIGHTER THROUGH TO ACF0</td>
<td></td>
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</tr>
</tbody>
</table>
| 117. Application Of Part B | 2010 EA Amended 68 | 2016 EA applies to all employees subject to exceptions provided for in Parts C and D (applying to Commanders, FSOs and ACF0s). As above – provides for scope of Part B and includes ACF0s (subject to exceptions in Part C). As revised to reflect.
* | ACF0 EA New clause | N/A |
<p>| 118. Classifications | 2010 EA Amended 69 | Sets out the classifications covered by the 2016 EA. |
| | ACF0 EA Amended | Schedule 4, clause 9 |
| 119. MLO | 2010 EA Amended 73 | There will be one MLO per district, each Leading firefighter or above. |
| | ACF0 EA New clause | N/A |
| 120. Hours Of Work | 2010 EA Amended 75 | Sets out the ordinary hours and the hours not to be exceeded. Clarification that duty requiring a shower and change includes false alarms. |
| | ACF0 EA N/A - this clause does not apply to | N/A |</p>
<table>
<thead>
<tr>
<th>2016 EA Clauses</th>
<th>2010 EA Clause</th>
<th>2010 EA Clause Reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>121. Roster Of Hours</td>
<td>2010 EA Amended</td>
<td>76</td>
<td>Sets out the rosters available for the MFB to engage employees.</td>
</tr>
<tr>
<td></td>
<td>ACFO EA N/A - this clause does not apply to ACFOs; see clause 1.10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>122. 10/14 Roster System</td>
<td>2010 EA Amended (minor)</td>
<td>77</td>
<td>Sets out the 10/14 roster.</td>
</tr>
<tr>
<td></td>
<td>ACFO EA N/A - this clause does not apply to ACFOs; see clause 1.10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>123. 10/14 Shifts</td>
<td>2010 EA Amended</td>
<td>78</td>
<td>General conditions for employees on the 10/14 shift roster. clarification regarding the procedures for a shift changeover in the event of or during an alarm or event requiring a station to stand by or turn out, or to attend an incident.</td>
</tr>
<tr>
<td></td>
<td>ACFO EA N/A - this clause does not apply to ACFOs; see clause 1.10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2010 EA clause reference</td>
<td>2010 EA amended</td>
<td>2010 EA new clause</td>
<td>Comment</td>
</tr>
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</tr>
<tr>
<td>124. Special Administrative Duties Roster</td>
<td>84</td>
<td></td>
<td>Hours of work set out. Clarification that employees on special administrative duties will receive the same total weekly wages as employees on a 50/14 roster, and be entitled to breaks. Provisions for when an employee is required to undertake duties that are outside the standard hours for the work location.</td>
</tr>
<tr>
<td>125. Rostering Penalties</td>
<td>81</td>
<td></td>
<td>Penalties apply to all work locations.</td>
</tr>
</tbody>
</table>
| 126. Rostering Arrangements And Procedures | 82 | | CONSEQUENTIAL AMENDMENTS DUE TO CHANGE IN TERMINOLOGY FROM ZONE TO DISTRICT.  
- Introduction of a waiting list for a home district vacancy  
- Change to notice requirements for transfers within |

<table>
<thead>
<tr>
<th>2010 EA clause reference</th>
<th>2010 EA amended</th>
<th>2010 EA new clause</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>127. Breaks</td>
<td>79</td>
<td></td>
<td>An entitlement to refreshment break for periods of five duty of 3 hours or more. Employees have a paid 10 minute break of one hour per shift, a half hour refreshment break following their hours' continuous fire duty, and a paid rest of 20 minutes after each four hours of overtime. This is a new clause applying to ACFs.</td>
</tr>
<tr>
<td>128. Overtime</td>
<td>80</td>
<td></td>
<td>Payment per kilometre increased from $1.10 to $1.31 for travel when recalled to overtime. Overtime is to be paid at double time, including any work exceeding four shifts in seven consecutive days, and time off equivalent may be taken.</td>
</tr>
<tr>
<td>2016 EA</td>
<td>2010 EA clause reference</td>
<td>2010 EA clause reference</td>
<td>Comment</td>
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</tr>
<tr>
<td>A minimum four hour overtime (at double time) must be paid for employees recalled to work overtime or retained on duty for more than one hour. Travelling time and a mileage allowance is also to be paid to an employee recalled to work overtime.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>120. Rest And Recruit</td>
<td>Not amended</td>
<td>Not amended</td>
<td>Introductory statement that it is not the MFB’s intention to require ACFOS to work on shift removed. Introduction of requirement to consult on pre-planned activities in accordance with the consultation provisions in the EA (as opposed to consult in a general sense).</td>
</tr>
<tr>
<td>120. Emergency Response &amp; Training Outside Metropolitan Fire District</td>
<td>Amended</td>
<td>Amended</td>
<td>The clause regulating minimum crewing levels (4 Officer in Charge holding rank of Station Officer of above), shift lengths (12 hours), accrued leave, recall rates for pre-organised recall, and allowances (mileage and living for responding to emergencies outside the MFB excluding buffer zone). Provision apply to all time spent outside the MFB, including travel time.</td>
</tr>
<tr>
<td>131. Hazmat Department</td>
<td>New clause</td>
<td>N/A</td>
<td>MFB to provide an agreed minimum number of specialist HAZMAT staff, headed by Operational Staff, including training for those staff.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2016 EA</th>
<th>2010 EA clause reference</th>
<th>2010 EA clause reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>MFB to upgrade equipment via consultation.</td>
<td></td>
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</tr>
<tr>
<td>122. Emergency Medical Response (EMR)</td>
<td>Amended</td>
<td>Amended</td>
<td>Assistance to be provided to firefighters performing EMR expanded, allowance increased and also to be paid for periods of leave. Event Types for Priority 0 cases expanded; new categories added (subcategories of choking for various causes).</td>
</tr>
</tbody>
</table>

**81 - WAGES, ALLOWANCES AND OTHER REMUNERATION**

<table>
<thead>
<tr>
<th>2016 EA</th>
<th>2010 EA clause reference</th>
<th>2010 EA clause reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classifications changed - removed Qualified Firefighter with LFF Qualifications, the following added:</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>133. Wages</td>
<td>Amended</td>
<td>Amended</td>
<td>Senior Leading Firefighter</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Senior NOC</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>ACF0 on appointment</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>ACF0 no less than 12 months after appointment</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>ACF0 no less than 24 months after appointment</td>
</tr>
<tr>
<td>The increases payable 1 November 2015, 1 May 2016, 1 November 2016 and 1 May 2017 have been paid.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>134. Higher Duties</td>
<td>Amended</td>
<td>Amended</td>
<td>29 and Schedule 1</td>
</tr>
<tr>
<td>2016 EA</td>
<td>2010 EA clause</td>
<td>2010 EA Clause reference</td>
<td>Comment</td>
</tr>
<tr>
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<td>---------</td>
</tr>
<tr>
<td>135. Allowances</td>
<td>2010 EA Amended</td>
<td>57</td>
<td>Sets out the various allowances payable to operational staff. Some of these have already been paid.</td>
</tr>
<tr>
<td>136. Further Terms And Conditions Of Employment For Instructors</td>
<td>New clause</td>
<td>N/A</td>
<td>Terms and conditions about &quot;Instructors&quot;, including provisions for Certificate IV training, allowances and study, and security provision for career firefighters and station officers.</td>
</tr>
<tr>
<td><strong>PART C - ADDITIONAL CONDITIONS APPLYING TO COMMISSION TO ACPD CLASSIFICATIONS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>137. Application of Part C</td>
<td>New clause</td>
<td>N/A</td>
<td>Includes Commanders and ACPDs.</td>
</tr>
<tr>
<td>138. ACPD Hours Of Work</td>
<td>2010 EA Amended</td>
<td>18</td>
<td>Amended to provide for part time work. Subclauses 5 to 9 of the 2016 EA are the same as subclauses 1 to 3 of the ACPD EA.</td>
</tr>
</tbody>
</table>

### 2016 EA

<table>
<thead>
<tr>
<th>2016 EA</th>
<th>2010 EA clause</th>
<th>2010 EA Clause reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>139. Special Rotations And Rest Periods</td>
<td>2010 EA New clause</td>
<td>N/A</td>
<td>Provides for the following six types of recall or standby roster, with recall rates and overtime provisions to apply: - Priority Recall Roster; - Restricted Duty Officer/Inter Duty Officer Roster; - Common Part Call Roster; - ECC Roster; - ICC Roster; and - Regional Control Roster.</td>
</tr>
<tr>
<td>140. ACPD Transfer Procedures</td>
<td>2010 EA Amended</td>
<td>20</td>
<td>ACPD EA subclauses 1 to 4 (maintaining shifts) and 11 (EMR) preserved.</td>
</tr>
<tr>
<td>141. ACPD Personal Development</td>
<td>2010 EA Amended</td>
<td>37</td>
<td>ACPD EA subclauses 1 to 4 (maintaining shifts) and 11 (EMR) preserved.</td>
</tr>
<tr>
<td>142. Allowances/Duty Duties/Reimbursements</td>
<td>2010 EA Amended</td>
<td>21</td>
<td>Reimbursement applies as per Chief and Deputy Chief Officers entitlements where in excess of this Agreement. Entitlement to phone and line rental and EMR allowance.</td>
</tr>
<tr>
<td>2016 EA clause</td>
<td>2010 EA clause</td>
<td>2010 EA Clause reference</td>
<td>Comment</td>
</tr>
<tr>
<td>----------------</td>
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</tr>
<tr>
<td>143. Additional Roles</td>
<td>New clause</td>
<td>N/A</td>
<td>ACFOS and Commanders may perform any of an additional seven roles (excluding Priority Recall Reader), for all additional roles roster periods, arrangements and resources will be committed upon.</td>
</tr>
<tr>
<td>144. Temporary Transfer</td>
<td>New clause</td>
<td>N/A</td>
<td>If an employee agrees to be temporarily transferred their terms and conditions must comply with this EA and normal work location deemed not to have changed.</td>
</tr>
<tr>
<td>145. Vehicles</td>
<td>2010 EA New clause</td>
<td>N/A</td>
<td>ACFOS and Commanders to be provided a blue-plated, appropriately equipped and fully maintained Emergency Response Vehicle, meeting set specifications.</td>
</tr>
<tr>
<td></td>
<td>ACFOS EA</td>
<td>Amended</td>
<td>31</td>
</tr>
<tr>
<td>146. Commander Relief Positions</td>
<td>New clause</td>
<td>N/A</td>
<td>An agreed number of Commander Relief positions must be provided relief for in each district.</td>
</tr>
</tbody>
</table>

**PART D - CONDITIONS APPLYING TO FCSCs (EXCLUDING SENIOR FCSCs)**

| 147. Application of Part D | Amended | 100 | ‘Communication Controller’ replaced by ‘Fire Service Communication Controller’. |

<table>
<thead>
<tr>
<th>2016 EA clause</th>
<th>2010 EA clause</th>
<th>2010 EA Clause reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>149. Classifications</td>
<td>Not amended</td>
<td>102</td>
<td></td>
</tr>
<tr>
<td>150. Wage Rates</td>
<td>Amended</td>
<td>103</td>
<td>Wage rates and percentage increases updated.</td>
</tr>
<tr>
<td>151. FCSC Coordination Allowance</td>
<td>Not amended</td>
<td>104</td>
<td></td>
</tr>
<tr>
<td>152. Ordinary Hours of Work</td>
<td>Amended</td>
<td>105</td>
<td>New subclause 2 requires FCSCs to work in accordance with clause 43 and (where applicable) 153. Subclause 2 is renumbered (from 2010 EA).</td>
</tr>
<tr>
<td>153. Rest of Hours</td>
<td>Amended</td>
<td>106</td>
<td>Subclause 6 amended to extend notice for change of shift from 48 hours to 2 weeks.</td>
</tr>
<tr>
<td>154. Breaks</td>
<td>Not amended</td>
<td>107</td>
<td></td>
</tr>
<tr>
<td>155. Restoring Arrangements and Procedures</td>
<td>Amended</td>
<td>109</td>
<td>Penaltions subclause (subclause 2) amended - penalties provided at clause B5.8.1 rather than in award, and are payable if more than two weeks’ notice of transfer given.</td>
</tr>
<tr>
<td>156. Rest and Recuper</td>
<td>Amended</td>
<td>110</td>
<td>Rest and recuper area will be private with blinds installed and all glassed area (see subclause 3).</td>
</tr>
<tr>
<td>157. Recreation Leave</td>
<td>Not amended</td>
<td>111</td>
<td></td>
</tr>
<tr>
<td>158. Career Paths and Opportunities</td>
<td>Amended</td>
<td>112</td>
<td>Sets out the specialist nature of the functions.</td>
</tr>
<tr>
<td>2016 EA</td>
<td>2010 EA clause</td>
<td>2010 EA Clause reference</td>
<td>Comment</td>
</tr>
<tr>
<td>---------</td>
<td>----------------</td>
<td>--------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>159. Work Location and Duties for Fire Service Communication Controllers</td>
<td>Amended</td>
<td>113</td>
<td>All FSCCs to undertake shift maintenance at least annually. FSs have job security and at least 12 must be employed at any given time. Work location is restricted to shift work at Tally ho. Ballarat and Eastern UGM MFB headquarters.</td>
</tr>
<tr>
<td>160. Higher Duties</td>
<td>Amended</td>
<td>114</td>
<td>Set out which positions and rosters FSCCs and Senior FSCCs may act in.</td>
</tr>
<tr>
<td>161. Amenities</td>
<td>Amended</td>
<td>115</td>
<td>Set out the amenity requirements.</td>
</tr>
<tr>
<td>162. Delayed or Interrupted Meal Allowance</td>
<td>New clause</td>
<td>N/A</td>
<td>FSs are entitled to a meal allowance where a meal break is delayed or interrupted.</td>
</tr>
<tr>
<td>163. Specific FSCC Uniform</td>
<td>New clause</td>
<td>N/A</td>
<td>FSs are provided with uniforms provided to other operational staff, and clause 76 also applies to FSCCs (regarding uniform allowances, reimbursed).</td>
</tr>
</tbody>
</table>

**Schedules**

| Schedule 1 - OHS Policy and Procedures | Not amended | 2010 EA Sch 1 | |
| Schedule 2 - Minimum Crowding Chart | Amended | 2010 EA Sch 2 | Amended subclause 2(1) to include station 35. Increased overall crowding requirements. |

<table>
<thead>
<tr>
<th>2016 EA</th>
<th>2010 EA clause</th>
<th>2010 EA Clause reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule 3 - Emergency Response Training Framework</td>
<td>Amended</td>
<td>2010 EA Sch 3</td>
<td>Added an &quot;all inclusive&quot; number of employees of 1945, increasing to 1945 by 3 July 2019. Amended clause 9 to increase available restated staff to 209 (previously 208), increasing each year.</td>
</tr>
<tr>
<td>2016 EA</td>
<td>2010 EA Clause</td>
<td>2010 EA Clause reference</td>
<td>Comment</td>
</tr>
<tr>
<td>---------</td>
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<td>---------</td>
</tr>
</tbody>
</table>
| Schedule 5 - Commander Job Description | Amended | 2010 EA Schd 5 | Three new duties added:  
- Demonstrate autonomy, judgment and defined responsibility;  
- Work in accordance with MFB Systems Conditions;  
- SSQ skills utilized at the Commander level. |
| Schedule 6 - Structural PPE and Station Wear | | 2010 EA Schd 6 | Sets out the station wear and structural PPE to be issued. |
| Schedule 7 - Station Design Guidelines | | 2010 EA Schd 7 | As per the Infrastructure Agreement. |
| Schedule 8 - FSIC Job Description | Amended | 2010 EA Schd 8 | Sets out the PO for the FSIC role. |
| Schedule 9 - Appliance Schedule | New schedule | N/A | Sets out specifications for Appliances. |
| Schedule 10 - ACPD Position Description | Amended | ACPD EA Schd 2 | Introduces two new objectives:  
- Work in accordance with MFB Systems Conditions;  
- Commander skills utilized at the ACPD level. |
| Schedule 11 - ACPD - Recognition of Operational Functions | Amended | ACPD EA Schd 5 | Terminology change only - "Health Monitoring program" amended to "Health Screening program". |
| Schedule 12 - Employee Classification Descriptions | New schedule | N/A | Sets out classifications, descriptions and duties for:  
- Recruit through to Senior Firefighter. |

<table>
<thead>
<tr>
<th>2016 EA</th>
<th>2010 EA Clause</th>
<th>2010 EA Clause reference</th>
<th>Comment</th>
</tr>
</thead>
</table>
| Schedule 13 - Secondment Program | New schedule | N/A | Sets out details and terms for participation of employees in the agreed secondment program and secondment program training between MFB and CFA.  
The secondment also sets out the requirements of MFB in allowing the secondment program, including advertisement of program, selection of applicant, and the process for secondment to last term vacancies. |
| Schedule 14 - Secondment Agreement and Training | New schedule | N/A | Sets out the recruitment, selection, pay and allowances for secondment opportunities; to be read in conjunction with clause 41 of the 2016 EA.  
The secondment agreement sets out the purpose of the secondment program, recruitment and selection, secondment administration, relocation provisions, deployment, training and management of seconders, and conclusion of the secondment. |
<p>| Schedule 15 - GARS | New schedule | N/A | Sets out the Greater Alarm Response System table, detailing the various alarm types and codes for the response to each. |
| Schedule 16 - INCERF Transitioning to iECC | New schedule | N/A | Sets out the Incidence, Exposures, Confinement, Extrication and First Aid (INCERF) procedure. |</p>
<table>
<thead>
<tr>
<th>2016 EA</th>
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<th>2010 EA clause reference</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>The Schedule notes that RCCEF will be transitioning to RCEEO, with the new RCEEO document to replace Schedule 16 once finalized.</td>
</tr>
<tr>
<td>Schedule 17 - MFB Systems of Work</td>
<td>New schedule</td>
<td>N/A</td>
<td>Sets out the MFB Systems of Work, recognising the physically demanding and dangerous nature of firefighting. This Schedule describes the safety factors that fire ground safety programs must include.</td>
</tr>
<tr>
<td>Schedule 18 - MFB Breathing Apparatus Procedures</td>
<td>New schedule</td>
<td>N/A</td>
<td>Sets out the procedure relating to the use of Open Circuit Breathing Apparatus. This procedure details the two stages for use of the Breathing Apparatus, as well as the duties of the Breathing Apparatus Officer and RA Operators.</td>
</tr>
<tr>
<td>Schedule 19 - Conduct Resolution</td>
<td>New schedule</td>
<td>N/A</td>
<td>Details the Conduct Resolution process, as referred to in clause 21 of the 2016 Agreement. This schedule sets out the process for:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• assessment of allegations;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• management of misconduct by way of informal resolution, transformative justice mediation, investigation of alleged misconduct and hearing;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• dispute resolution; and</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• suspension of employees whilst pay during dispute resolution process.</td>
</tr>
<tr>
<td>Schedule 20 - Return to Work</td>
<td>2010 EA Sch 9</td>
<td>Introduction of new return to work arrangements in accordance with the schedule.</td>
<td></td>
</tr>
</tbody>
</table>
Attachment B

MFB letterhead

20 February 2018

Mr Peter Marshall
Branch Secretary
United Firefighters Union

By email: pmarshall@ufu.org.au and pmarshall@smtp.com.au

Dear Peter,

Operational Staff Agreement 2016

The MFB refers to the proposed Metropolitan Fire and Emergency Services Board, United Firefighters Union of Australia Operational Staff Agreement 2016 (2016 WA) and your union’s commitment to a number of issues that accompany the making of this agreement.

On 21 December 2017 the following matters were agreed between the MFB and UFW as part of the making of the 2016 WA. The agreed matters are:

1. That in accordance with the Diversity Clause (clause 45A) the parties are committed to advancing diversity and inclusion within the MFB operational workforce.

2. That in accordance with clause 36.4 on the approval of the 2016 WA the MFB will provide a list of all policies that have not previously been considered by the consultative committee, which the MFB considers to be applicable to operational employees. The UFW will then advise the MFB whether these policies are endorsed by it and does not need to be considered by the consultative committee.

3. That in accordance with clause 36.3 the UFW confirms that in accordance with custom and practice, day-to-day directions will not generally be the substance of this clause, unless such directions fall outside the scope of the 2016 WA.

4. That the payments to be made by the MFB in accordance with clause 53 will be made only on the production by employees of valid receipts.

Yours sincerely,

[MFB Signature]

[Stamp]
5. That within two months of approval of the 2016 EA by the Commission, the UPU consent through the consultative process a policy to apply to OSG positions for the purpose of providing opportunities for OSG members to undertake meaningful and productive work.

6. That clause 05.13.2 (After Hours Disturbance Allowance) does not apply when an employee is contacted to perform a recall.

7. That the UPU is committed to comprehensively reviewing the Conduct Resolution Code (Schedule 19) within 12 months of the approval of the 2016 EA, including the transformative justice procedures.

8. That it is the position of the UPU that a person making a complaint must be investigated.

9. The UPU accepts that the Dispute Resolution Officer may provide a confidential recommendation to parties if so requested and agreed by parties.

10. Regarding the provisions relating to the recall arrangements for ACFOs and Commerced the UPU agrees to convene a working party with representatives of these ranks in accordance with the consultative process with the aim of developing a model of an Call and recall arrangements for these ranks which meets the requirements of the 2016 EA and ensure fatigue is managed for employees at these ranks.

Yours sincerely

[MFB]
Attachment C
20 February 2018

BULLETIN

(MFB Agreement: Campaign Bulletin no. 4)

Bulletin No: 020 Volume: 25 Tuesday 20 February 2018

To: All UFU Members

URGENT NOTICE TO ALL UFU MEMBERS:

FURTHER MFB ENTERPRISE AGREEMENT UPDATE

The Committee of Management is pleased to advise members that the disputed wording in the explanatory memorandum has been resolved with the assistance of the Fair Work Commission.

It is unfortunate that events have played out over the past few weeks but the process has enabled all parties to have a better understanding of each party’s views in reaching resolution on outstanding matters.

The process has highlighted a commitment from all the parties to work together cooperatively to resolve matters in a positive framework. In this context the parties acknowledge that the process has created an extremely difficult environment where multiple stakeholder’s views had to be acknowledged. In concluding this agreement and in acknowledging those views together, the Union appreciates the leadership that was required by the Acting President, the MFB Board and UFU Branch Committee of management.

The UFU thanks the leadership of the Acting President, Board and the Executive and looks forward to working cooperatively into the future.

The Agreement will shortly be put to a vote of employees. Details on the vote will follow shortly and the UFU is pleased to advise members that we will be instigating a YES vote of the Agreement.

Strength in Unity
READ OUT AT MUSTER AND PIN ON NOTICE BOARD
Authorised by Peter Marshall, Branch Secretary
IN THE FAIR WORK COMMISSION

Matter No: AG2018/1278

Applicant: Metropolitan Fire and Emergency Services Board

ANNEXURE JP-18
Thursday 22 February 2018

Dear all,

Further to my email last week, I'm writing to let you know the MFB and the United Firefighters Union (UFU) have worked together to resolve the issues regarding the explanatory material included with the proposed MFB and the UFU Operational Staff Agreement 2016 (Enterprise Agreement; EA).

This means the MFB can continue with the process of putting the proposed EA to you for your consideration and vote.

The MFB will soon write to all our operational employees to formally commence the access period on Friday 2 March 2018. This is your opportunity to consider the proposed EA prior to voting.

During this time, you will have the opportunity to consider the proposed EA and discuss queries you may have with your manager.

I would encourage you to read all the materials, including supporting documentation, and ask any questions you have before voting. Material will be available from Monday 26 February 2018.

You're also able to email any queries to OperationsBargaining@mfb.vic.gov.au

I will continue to keep you updated on further developments over the coming weeks.

Kind regards,

Dr Alex Cockram
Interim Chief Executive Officer
IN THE FAIR WORK COMMISSION

Matter No: AG2018/1278

Applicant: Metropolitan Fire and Emergency Services Board

ANNEXURE JP-19
From: Cockram, Alex  
Sent: Monday, 26 February 2018 4:18 PM  
Subject: Word from Alex: Enterprise Agreement offer and access period

Monday 26 February 2018

Enterprise Agreement offer

Enterprise Agreement Offer – Employee Vote for the Metropolitan Fire and Emergency Services Board & United Firefighters Union Operational Staff Agreement 2016

I am pleased to inform you that MFB has now completed negotiations with key stakeholders, including the United Firefighters’ Union of Australia, on the terms of the proposed new Enterprise Agreement.

An explanatory table of clauses has been prepared to explain the terms of the Agreement and help you understand what’s new in the Agreement, what’s stayed the same and what’s changed.

As well as reading the Explanatory Table, you can access the full Agreement and related documents. To access these documents:

- Access and/or download the full agreement and related materials from http://bit.ly/mfbopsea2016 (You may need to use your MFB email address and computer password to log in to the intranet from a non-MFB computer via http://bit.ly/mfb intranet 2018);
- Call Caz Laughton on x59039 or email OperationsBargaining@mfb.vic.gov.au to request a copy; or
- Ask your manager to provide you with a copy.

From 0600 hours (6:00am) on 9 March 2018 until 1300 hours (1:00pm) on 16 March 2018 you will have the opportunity to vote to approve the Metropolitan Fire and Emergency Services Board & United Firefighters Union Operational Staff Agreement 2016 (2016 EA).

The confidential vote will be conducted electronically by Computershare Investor Services and you will be required to cast your vote online.

How to vote
Computershare will send you details on how to access and cast your vote online.
You will need your MFB registration number and residential postcode to log in and cast your vote.

Please note you will require access to the internet via a computer or other electronic device (i.e. smartphone or tablet) in order to cast a valid vote.

Employees who will be on leave during the voting period will be contacted directly by Computershare and provided with details on how to cast their vote online.

This means employees will have the option of placing their vote from work, home or other place convenient to them during this voting period.

**Additional support**
If you would like additional support or an interpreter to understand the proposed Agreement, please contact Workplace Relations at OperationsBargaining@mfb.vic.gov.au.

**Next steps**
Upon notification of a successful ‘yes’ vote, the Agreement will be submitted for approval by the Fair Work Commission.

This Agreement is a positive step forward and I would strongly encourage all Operational staff to access the proposed Agreement document and other relevant materials.

Kind regards,

Dr Alex Cockram  
Interim Chief Executive Officer
IN THE FAIR WORK COMMISSION

Matter No: AG2018/1278

Applicant: Metropolitan Fire and Emergency Services Board

ANNEXURE JP-20
**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

2. **ARRANGEMENT**

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</tr>
</thead>
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<td>1</td>
</tr>
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<td>1</td>
</tr>
<tr>
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</tr>
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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 transmitee of all or part of the MFESB's business, or activities, (whether or not that successor, assignee or transmitee 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


7.8.6. 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.

9.1.4. In addition to any other obligations, the MFB acknowledges the
obligations to make reasonable accommodation for employees
with parental or carer responsibilities and to make reasonable
adjustments for employees with disabilities. However the MFB
have determined and the parties have reached agreement that
the MFB's operational requirements mean generally that on-
shift employees should be employed on a full-time basis. The
MFB will meet the obligation to give reasonable
accommodation/adjustments as required on a case by case
basis, but the parties acknowledge that this may, in some
cases require an employee to transfer off-station or from their
current work location to another position.

9.1.5. To avoid doubt, in addition to other obligations, this Agreement
does not limit the rights of employees, who are entitled to make
a request for a change in working arrangements under s65 of
the Act, to make such a request and to have it considered by
the MFB in accordance with that section. However, the MFB has determined and the parties have reached agreement that the MFB's operational requirements mean generally 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, in some cases require an entitled employee to transfer off-station or from their current work location to another position. Without limiting the foregoing, this subclause applies to the following clauses and schedules: 12.3, 43.1, 69, 121.1, 136.1.1, 138.1, 139, 152.1, 153, Schedule 3, and Schedule 14 despite any inconsistent terms therein.

9.1.6. Where in accordance with this clause the MFB agrees to a request to work other than full time, for the reasons of service delivery, safety and welfare of employees, the employee will be rostered pursuant to clause 124.

9.1.7. Save in exceptional circumstances where there is no risk to service delivery, safety and welfare of employees, the MFB agrees that anyone accessing part-time arrangement will not work on the 10/14 Roster or form a part of minimum safety crewing in Schedule 2.

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.


11.13. **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 12.2.14 and not including the ranks in clauses 12.2.11.

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. Senior Leading Firefighter

12.2.9. Station Officer

12.2.10. Senior Station Officer
12.2.11. Fire Services Communications Controller
12.2.12. Senior Fire Services Communications Controller
12.2.13. Commander
12.2.14. 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.
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.

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.

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.

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.

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.

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.

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 equivalently 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 cooperative 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:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or less</td>
<td>1 weeks'</td>
</tr>
<tr>
<td>Over 1 year and up to the completion of 3 years</td>
<td>2 weeks'</td>
</tr>
<tr>
<td>Over 3 years and up to the completion of 5 years</td>
<td>3 weeks'</td>
</tr>
<tr>
<td>Over 5 year’s of completed service</td>
<td>4 weeks'</td>
</tr>
</tbody>
</table>

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 or the exercise of a State or Territory OHS right in accordance with Part 3-4 of the FW Act):

a) at any time during working hours enter 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 (but not including any purpose referred to in section 481 or 484 of the FW Act or the exercise of a State or Territory OHS right in accordance with Part 3-4 of the FW Act).

35.6A If requested by an accredited UFU representative, the employer will provide a copy of any requested time and wages
records as soon as is practicable. This clause does not facilitate entry under Part 3-4 of the Act.

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:

<table>
<thead>
<tr>
<th>Appliance</th>
<th>Crew Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pumper</td>
<td>4</td>
</tr>
<tr>
<td>Pumper Tanker</td>
<td>4</td>
</tr>
<tr>
<td>Water Tanker</td>
<td>3</td>
</tr>
<tr>
<td>Ultra Large</td>
<td>3</td>
</tr>
<tr>
<td>Rescue</td>
<td>2</td>
</tr>
<tr>
<td>Aerial</td>
<td>2</td>
</tr>
<tr>
<td>Teleboom</td>
<td>4</td>
</tr>
<tr>
<td>Transporter</td>
<td>2</td>
</tr>
<tr>
<td>BA Bus</td>
<td>3</td>
</tr>
<tr>
<td>BA Support</td>
<td>1</td>
</tr>
<tr>
<td>Control Unit</td>
<td>2</td>
</tr>
<tr>
<td>District Car</td>
<td>1</td>
</tr>
<tr>
<td>Commander - ACFO Vehicle</td>
<td>1</td>
</tr>
<tr>
<td>Fireboat 1</td>
<td>4</td>
</tr>
<tr>
<td>Fireboat 2</td>
<td>4</td>
</tr>
<tr>
<td>UAV</td>
<td>1</td>
</tr>
<tr>
<td>HAZMAT</td>
<td>2</td>
</tr>
<tr>
<td>Rehab Unit</td>
<td>1</td>
</tr>
<tr>
<td>Strike Team or task</td>
<td>4</td>
</tr>
<tr>
<td>force appliance under</td>
<td></td>
</tr>
<tr>
<td>clause 141</td>
<td></td>
</tr>
<tr>
<td>New appliance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Safe level to be determined under the consultation provisions of this agreement at clause 16</td>
</tr>
</tbody>
</table>

38.2.6.1 The parties agree that the above table will be phased in during the life of the Agreement for Pumper and Pumper Tankers and Water Tankers converting to Pumper Tankers. The following appliances will be deployed in accordance with the table at the dates specified below:

- Pumper/Pumper Tankers 1B, 9, 11, 12, 13, 18, 19, 23, 32, 33, 33B, 39B, 40, 45, 46, 48, 50 at the commencement of this Agreement.
- Pumper/Pumper Tankers 14, 26, 30, 35, 51 by 1 July 2017.
- Water Tanker to Pumper Tanker 5B, 26B, 31B, 43B by 1 July 2018.
• Water Tanker to Pumper Tanker 14B, 30B, 34B, 51B by 1 July 2019.

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, including 100 firefighters listed in clause 39.5, 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. RIGHTS UNDER NES

44.1. In addition to other obligations on the MFB, and to avoid doubt, this clause does not limit the rights of employees, who are entitled to make a request for a change in working arrangements under s65 of the Act, to make such a request and to have it considered by the MFB in accordance with that section. However, the MFB has determined and the parties have reached agreement that MFBs operational requirements mean generally 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 in some cases require an entitled employee to transfer off station or from their current work location to another position.

44.1.1. Where in accordance with this clause the MFB agrees to a request to work other than full-time, for the reasons of servicedelivery, safety and welfare of employees, the employee will be rostered pursuant to clause 124.

44.1.2. Save in exceptional circumstances where there is no risk to service delivery, safety and welfare of employees, the MFB agrees that anyone accessing part-time arrangements will not work on the 10/14
Roster or form a part of minimum safety crewing in Schedule 2.

44.1.3.

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 parties will agree on a chairperson within 3 months of commencement of this Agreement. If the parties are unable to agree on a chairperson, they shall approach the President of the Fair Work Commission and request the President to provide a recommendation. The parties will accept this recommendation and nominate the nominee who shall become the chairperson of the Dispute Panel under this clause.

50.5. Should the chairperson referred to in 50.4 of this Agreement 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 the chairperson referred to in 50.4 of this Agreement 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


50.13. 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 Disputes Panel, 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.