IN THE FAIR WORK COMMISSION

Title of Matter: Application by Metropolitan Fire & Emergency Services Board

Section: s.225 - Application for termination of an enterprise agreement after its nominal expiry date

Subject: Application for termination of the Metropolitan Fire and Emergency Services Board, United Firefighters Union of Australia, Assistant Chief Fire Officers Agreement 2010 & Metropolitan Fire and Emergency Services Board, United Firefighters Union of Australia, Operational Staff Agreement 2010

Matter Number: AG2014/5121

WITNESS STATEMENT OF ACTING DEPUTY CHIEF OFFICER DAVID ALLAN BRUCE

I, DAVID ALLAN BRUCE, of 456 Albert Street, East Melbourne, in the State of Victoria say as follows:

Lodged by: The Applicant

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Hazelwood Mine Fire

12 The Hazelwood mine fire (Hazelwood) was a fire that started outside the Hazelwood coal mine and then took hold inside the mine on around 9 February 2014. The mine was handed back to its owners on 25 March 2014. Hazelwood was a state emergency and the MFB was heavily involved in bringing the fire under control.

13 The MFB had a number of roles, from the regional control centre to the incident control team, to people on the ground. It was a mammoth exercise for the organisation.
13.1 I didn’t attend Hazelwood in the first week of the fire, but I was the Senior Duty Officer for a significant part of the emergency from 19 February 2014 to 26 March 2014. I worked closely with the State Agency Commanders from the other Emergency Service Organisation’s (ESO), Deputy State Controllers (the Agency Chiefs in respect of state arrangements) and the Fire Services Commissioner.

13.2 Over the 2013/2014 fire season, I held discussions with the UFU on deployments to Sydney and Stawell.

14 Any time the MFB deploys teams outside the Metropolitan Fire District (MFD) we have to negotiate with the UFU as part of clause 85 of the Operational Staff Agreement 2010. Clause 85 is titled “Emergency Management Outside the Metropolitan Fire District”, and subclause 85.9 provides that “in relation to deployment of MFB Task Force and personnel to incidents/fires interstate and overseas the parties will meet to discuss the applicable terms and conditions prior to such deployment”. The UFU are generally happy to allow our firefighters to go to events outside the MFD as long as we negotiate with them on the terms and conditions of the deployment.

15 Any time the MFB wanted to do anything in relation to Hazelwood which may have impacted on terms and conditions, we had to consult. If we couldn’t reach agreement with the UFU, then we would have to look at the way in which we wanted to operate, alter the services we provided or withdraw our resources. We generally try and work out exactly what we want the firefighters to do at the start of a deployment, so we can negotiate the terms and conditions with the UFU on that basis. However, during operational incidents, and at Hazelwood in particular, we had to revisit on a number of occasions the work the fire fighters were doing. As a result, we had to continue to revise and negotiate the terms and conditions of the deployment.

16 Practically, this meant that we were consulting on issues such as how we were going to staff the response and whether we would increase our numbers over our normal rostering arrangements. Because of the complexity of the incident there needed to be many interactions, as the deployment model continually changed due to the developing firefighting/Hazmat strategies. The ideal plan would have been for MFB management to be able to make on the spot decisions, keeping in mind that firefighter safety was paramount.
One example relates to consultation with the union about rostering for Hazelwood. The MFB’s minimum staffing number is 270 firefighters in the MFD. Initially, the MFB was helping to backfill CFA stations, that is, MFB firefighters were being sent to operate CFA stations such as Dandenong and Frankston while the CFA firefighters were at Hazelwood. We were running staff numbers at around 250 in the MFD. This meant that senior operational staff needed to ensure that risks in the MFD were being managed appropriately, due to the reduction of resources.

When it became apparent that the MFB would be involved in the fire for weeks or even months, MFB senior command decided to reinstate 270 in the MFD as a minimum. This was because of the ongoing nature of the emergency at Hazelwood, and resources being drawn from interstate which allowed the MFB to withdraw some step-up activities. We supplemented the staff at Hazelwood with firefighters on recall, that is, firefighters who were brought in on overtime on their days off.

Having to consult with the UFU in relation to rostering at Hazelwood impacted on our deployment of firefighters to the emergency as it was time consuming and often we would have to consult with the UFU in the morning when we wanted to make a change that day.

We have a pretty clear understanding of what we can and can’t do without consulting the UFU. When we consult about deployments outside of the MFD, everything is up for grabs. This includes wages, allowances, time off, rostering arrangements and leave. The MFB, prior to deploying resources, come up with a proposal and there are internal discussions about what we will and won’t pay for. We then put that proposal to the UFU and we negotiate around that. This was happening hour by hour as the emergency at Hazelwood was escalating.

If we wanted to change from firefighters doing one shift to working a block of four shifts in a row because of resource issues, we had to consult because of the likely implications for the living away from home allowance and accrued leave while off site. Although these were relatively small issues, there were a lot of them. It was constant.

Everything is a negotiation. Any variation to any aspect of their duties we need to agree on with the UFU because of the provisions in clause 85.
The incident controller for Hazelwood was the CFA, not the MFB. The MFB was simply providing support to the CFA. From our point of view, the CFA asked us for help and we delivered it. However, because of the day-to-day negotiating with the UFU, we were distracted from our job of strategically managing the MFD.

I was concerned with managing the safety of MFB staff, particularly ensuring that fatigue levels were being managed appropriately. I was also in a situation where I was making decisions with significant cost impact for the organisation, so I was in frequent communication with the Chief Officer and CEO.

Amongst all of this, it was distracting to have to constantly communicate with the UFU.

If the MFB only had to consult with the UFU about significant change during this time, I believe that the organisation would have run far more effectively. It would have allowed leaders to focus on their job, rather than having their attention diverted to frequent consultation. By significant change, I mean something that we are asking firefighters to do that is outside their normal role, and something that they are not specifically trained to do.

Telesquirt at Hazelwood

Within the first week or so of the Hazelwood fire, the CFA asked us to provide as many aerial appliances as possible. We provided them with one aerial appliance but they asked for more.

We had a Telesquirt appliance (an appliance with an elevating nozzle) which had not yet been commissioned. I understand that there was a consultative process to commission the new appliances which had been unsuccessful. I understand that the reason given by the UFU for this was that some issues had been identified with the Telesquirts being used in New Zealand and that the users there had referred to the appliance as a “pig”. In a nutshell, I understand that commissioning the appliance wasn’t agreed to by the UFU and the appliance has been sitting in a shed ever since. As a consequence, no one was ever trained in how to operate the appliance.

We negotiated an outcome with the UFU where we had firefighters from South Australia attending Hazelwood to operate the Telesquirt on our behalf.
Because the Telesquirt appliance was similar to the ones used in South Australia, the South Australian crews were able to operate our appliance. Generally the functionality of appliances is the same across fire services. There may be small differences in things such as compartment layout and control panels, to allow for slightly different gear or functionality.
Content and Delivery of Training

38 One of my biggest frustrations in my role as the Operations Representative on the Training Subcommittee is being involved with training issues that must process through the Consultative Committee and the Training Subcommittee.

39 The UFU have a few fundamental beliefs from which they will not budge. One of these is an insistence on face to face training. In my experience, the UFU have a view that anything to do with learning and development should be delivered face to face. Principally, I think this is about job security. Face to face training protects the roles of trainers. The UFU also believes that, in the kind of work we do, practical face to face training is superior when compared to simulations.

40 A key example of this is the Windows 7 proposal. I gave evidence at the Fair Work Commission in the Windows 7 dispute.

41 My view is that members of the community normally don’t get face to face training on Windows 7 and it is rolled out across organisations everywhere without incident. I think the UFU sometimes sells our people short – most of our people are savvy enough to use Windows 7 without face to face training. I understand that the MFB has an aging demographic and I’m happy to tailor training to that group where necessary, but I’m of the view that we can provide face to face training for those that are struggling with the changes, rather than insisting on it across the board.

42 The UFU also does not support external training where it can be carried out by MFB trainers. There is a no contracting out clause in the 2010 Operational Agreement. The UFU will generally object to any external training which it believes it can run itself, even if this requires the trainers to be trained by external people.
QRAE

51 In March 2012 the MFB wanted to implement QRAE monitors. QRAE is a device that monitors the oxygen levels in the air for firefighters.

52 QRAE was a response to an incident in October 2007 where a firefighter suffered significant burns in a flashover. QRAE was identified as a measure to ensure safer working environments. The QRAE II is a multi-gas detector that is designed to be used for monitoring oxygen and flammable atmospheres while investigating an 'alarm of fire'.

53 During the extensive testing of QRAE, the issue of radio interference was not identified as an issue. It was the UFU who raised the issue of interference. A work group who had previously tested other equipment was engaged to do further tests which identified that the radio waves from our MMR radios were interfering with the way QRAE worked.

54 A technical expert advised us that the QRAE device and radio should be worn at least two to three centimetres apart. We proposed positioning QRAE on chest area of our tunic, and the radio would go into the pocket. The radio mic piece would be placed in the chest area of the opposite the QRAE. This was supported by the technical expert.

55 The UFU were adamant that firefighters would not use this configuration because of the culture of not using a radio mic.

56 QRAE was ultimately introduced in the configuration that the UFU wanted, which meant that the QRAE was to be clipped to the BA strap.

57 It took us several years to introduce QRAE when it should have been a straightforward matter. There were a number of management issues around the QRAE II Project. Due to the time taken to implement the equipment, there were a number of different project leaders which contributed to the delay.

21 May 2014