DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Metropolitan Fire and Emergency Services Board
(AG2017/4234)

METROPOLITAN FIRE AND EMERGENCY SERVICES BOARD CORPORATE & TECHNICAL EMPLOYEES AGREEMENT 2017

Fire fighting services

COMMISSIONER WILSON MELBOURNE, 3 NOVEMBER 2017

Application for approval of the Metropolitan Fire and Emergency Services Board Corporate & Technical Employees Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the Metropolitan Fire and Emergency Services Board Corporate & Technical Employees Agreement 2017 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Metropolitan Fire and Emergency Services Board. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The United Firefighters’ Union of Australia and Australian Municipal, Administrative, Clerical and Services Union being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers these organisations.
The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 November 2017. The nominal expiry date of the Agreement is 3 November 2021.
Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.
Part One – Application and Operation of Agreement

1 TITLE
This Agreement shall be referred to as the Metropolitan Fire and Emergency Services Board Corporate & Technical Employees Agreement 2017.
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3 OBJECTIVES
The objective of this Agreement is to maintain a harmonious relationship between the parties including:

(a) Achievement of the initiatives provided for in this Agreement.
(b) Provide a workforce that is able to adapt to deliver a more efficient and responsive service to the community.
(c) Establishment of more varied and fulfilling jobs for Employees, including agreed wage outcomes.
(d) Improve leadership and organisational performance through skill development.
(e) Enhanced job security for current and future Employees.
(f) Providing clarity and certainty to employees of the changes to work practices expected for the life of the agreement.
(g) Respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination.
(h) Provision of a healthy and safe working environment, with due regard to the safety of the public.
(i) The parties are committed to the Public Sector Code of Conduct and the following Public Sector values: Responsiveness, Integrity, Impartiality, Accountability, Respect, Leadership and support for Human Rights.

(j) The parties are committed to promoting and implementing family friendly work practices to achieve the benefits of assisting employees balance the responsibilities and demands of work and family.

(k) Gains in productivity, efficiency and cost effective delivery of services.

(l) Work within a progressive industrial relations culture to achieve higher performance and effective workplace relationships.

4. DATE & PERIOD OF OPERATION

4.1 This Agreement will come into operation on the date specified by the Fair Work Commission decision to approve the Agreement ("commencement date").

4.2 The nominal expiry date of this agreement shall be four years from the commencement date.

5. RENEGOTIATION AND REVIEW

5.1 The persons and parties covered by this Agreement agree to commence negotiations on a new Agreement six months prior to the nominal expiry of the Agreement. This Agreement shall remain in force until replaced by a new Agreement.

5.2 The MFB shall have responsibility to initiate and convene meetings for the purpose of commencing the negotiations.

6. COVERAGE OF AGREEMENT

6.1 This Agreement covers:

(a) The Metropolitan Fire and Emergency Services Board (MFB), and

(b) All Employees who are engaged in any of the occupations specified in the Metropolitan Fire and Emergency Services Board Administrative Officers, Professional Engineers and Support Staff Award 2000 (the Employees), and

(c) The following unions, where they give notice in accordance with section 183(1) of the Fair Work Act 2009 and the Fair Work Commission notes in its decision to approve the Agreement that it covers these organisations:

(i) Australian Municipal, Administrative, Clerical and Services Union (ASU); and,

(ii) United Firefighters’ Union of Australia (Victorian Branch) (UFU).
This Agreement does not apply to Executive Officers on Executive Contracts in accordance with the Public Administration Act 2004 as amended.

A reference in this Agreement to “Union(s)” means a union covered by this Agreement in accordance with clause 6.1(c) to the extent it is entitled to represent the industrial interest of an Employee.

A reference in this Agreement to “parties” means the MFB, Employees covered by this Agreement and the Unions.

**OPERATION OF AGREEMENT**

This Agreement operates subject to:

(a) the Metropolitan Fire Brigades Act 1958 (Vic) and any regulations made under that Act (as the Act or regulations may be amended or replaced from time to time) to the extent that it regulates long service leave entitlements of Employees covered by this Agreement;

(b) the Occupational Health and Safety Act 2004 (Vic) and any regulations made under that Act (as the Act or regulations may be amended or replaced from time to time); and

(c) the Equal Opportunity Act 2010 (Vic) and any regulations made under that Act (as the Act or regulations may be amended or replaced from time to time).

However, this clause shall not affect the operation of the other express provisions of this Agreement.

**RELATIONSHIP TO PARENT AWARDS**

This Agreement is to be read, interpreted and incorporates the: Metropolitan Fire and Emergency Services Board Administrative Officers, Professional Engineers and Support Staff Award 2000 (the Award) provided that where there is any inconsistency between this Agreement and the Award, this Agreement will prevail.

The MFB agrees that no Employee will as a result of any changes to the above Awards, suffer any loss of wages, conditions or other benefits. If the matters dealt with in the Award (as set out above) are reduced, or if the Award is otherwise stripped back or simplified, the MFB agrees to continue to observe all provisions of the above Award to the extent they apply for the life of this Agreement, as they existed at the time this Agreement was approved.

The MFB agrees that no employee covered by this Agreement shall be offered a statutory individual employment agreement of any kind.

This Agreement wholly replaces all previous Enterprise Agreements under the Fair Work Act or predecessor legislation.

**VARIATION OF AGREEMENT**

Where it is agreed by the parties that special circumstances apply the parties bound by the Agreement may apply to the Fair Work Commission to vary the Agreement or replace it with another
Agreement in accordance with the *Fair Work Act 2009*. The MFB will be bound by Victorian Government policies which do not form part of this Agreement.
Part Two - Communication, Consultation & Dispute Resolution

10 EMPLOYEE REPRESENTATION

10.1 Where an employee chooses to appoint an employee representative other than a union employee representative, the MFB must be notified in writing.

10.2 An employee appointed as a union employee representative, shall upon written notification by the Branch Secretary of the Union to the employer, be recognised as an accredited representative of the Union for the particular location.

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

10.4 The provisions of this clause operate in conjunction with and do not otherwise alter the rights and obligations of an employee representative as an employee of the MFB and in accordance with the Fair Work Act 2009.

10.5 Employee representatives shall not be dismissed or injured in their employment or have their position altered to their prejudice by reason of or for reasons that include:

(a) their status or activities as an accredited representative of the Union; or

(b) their membership of, or participation in the activities of the Union; or

(c) 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 Union or a Union member is a party, or

(d) 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 Union or a Union member is a party, or

(e) their participation in, or any proposal to participate in, any activity of the Union where the Union is seeking better industrial conditions.

10.6 This provision shall apply equally to any employee who has made known their intention to be candidates for election as a representative of the Union and also to any employee who has, in the past, been a representative of the Union.

10.7 Employee representatives as described in this clause shall:

(a) subject to the prior approval of the supervisor/manager, be allowed the necessary time during working hours to interview
the employer or the employer's representative or an officer of
the Union on Union business or an employee whom the
employee representative represents;

(b) before leaving their usual workplace for the purpose of
carrying out their function as an accredited representative
inform the supervisor/manager of their intention indicating their
destination(s) and estimated duration of absence;

(c) 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 the departure;

(d) be allowed access to all places where such access is
necessary to enable them to carry out their functions in the
particular area concerned;

(e) be permitted to display written material authorised by the
Union Secretary which is lawful and which does not
compromise Occupational Health and Safety on:

(i) notice-boards provided by the employer for this purpose;
and,

(ii) shall also be permitted to distribute such written material
to members, utilising if necessary, internal
communication systems, like E Mail;

(f) shall not suffer any loss of pay as a result of having spent time
during working hours performing activities as an accredited
employee representative pursuant to this clause. That is, any
person acting as an accredited employee representative
during working hours will be paid the same they would have
been paid had they worked as usual during those hours.

10.8 Access to the workplace for officers of the Union

(a) Subject to reasonable notice an officer/employee of the Union
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 “Entry
to Investigate Suspected Contravention” or 484 “Entry to Hold
Discussions” of the Fair Work Act 2009 as amended from time
to time):

(i) at any time during working hours enter the MFB's
prescribed premises, registered office or workplace
where the MFB's employees are engaged (‘Workplace’
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);

(ii) 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
(iii) interview, on the premises referred to above, an employee who is a member, or is eligible to be a member, of the Union.

(b) Access to workplaces under the clause shall be authorised for the purposes of consulting with Union 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.

(c) If requested by the accredited Union representative, the employer will provide a copy of any requested time and wages records as soon as is practicable.

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

(a) in this clause Shop Steward means an employee representative selected by employees covered by this agreement and appointed by the Union (as advised by the Secretary in writing) as the accredited representative of the Union in the particular area concerned.

(b) In order for the Shop Steward to perform the functions required by Step 1 and Step 2 of the dispute resolution procedure, and to assist in the implementation of this agreement and to assist in preventing and resolving disputes about matters pertaining to the employment relationship (but not including any purpose referred to in section 481 or 484 of the Fair Work Act 2009), the Shop Steward shall be permitted, subject to the prior approval of the employer:

(i) The necessary time during working hours to interview the employer or the employer's representative on matters affecting employees whom the Shop Steward represents.

(ii) 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.

(iii) Access to all work places where such access is necessary to enable them to carry out their functions in the particular area concerned.

(iv) To distribute such written material to members within their particular area, using if necessary, internal communication systems.

10.10 Prior to performing the above functions the Shop Steward shall inform the employer of the Shop Steward's intention indicating the destination(s) and estimated duration of absence.
10.11 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.

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

11 CONSULTATIVE PROCESS

11.1 Consultation

In accordance with clause 12 (Introduction of Change) of this agreement consultation means the full, meaningful and frank discussion of issues/proposals and the consideration of each party’s views, prior to the implementation of a decision by the MFB.

11.2 Committees established for the purpose of implementing aspects of this agreement are part of the consultative process.

11.3 Corporate and Technical Staff Consultative Committee Terms of Reference:

(a) The parties are committed to effective consultation and communication throughout the MFB. As a demonstration of that commitment, the parties have established a Corporate and Technical Staff Consultation Committee to facilitate the implementation of this agreement and introduction of change.

(b) Unless exceptional circumstances apply, the Committee’s terms of reference, membership and working arrangements are outlined in this clause (clause 11).

(c) The Committee will comprise of equal numbers of employee representatives (regardless of association), representatives from the MFB and representatives from the Unions party to this Agreement on the basis that each meeting has a quorum of at least one (1) employee representative and one (1) MFB management representative.

(d) The Committee will meet on a monthly basis. The times and locations for monthly meetings will be determined by agreement between the parties at the first Committee meeting held following the commencement of this Agreement. Meetings times and locations will be convened to cause the least disruption to the operations of the MFB.

(e) By agreement between the parties scheduled meetings may be cancelled or deferred.

(f) The MFB will provide administrative support for the purpose of compiling agendas, minutes and documentation submitted for consideration by the Committee.

(g) Minutes from the previous meeting and other documentation will be circulated to the Committee members no less than seven (7) days prior to the following meeting, and will be subject to endorsement.
(h) The respective parties, at their own initiative, may require the endorsement of their constituents in relation to proposals for change.

(i) The Committee may, by agreement, alter its size and/or composition or establish working parties to research and make recommendations on specific issues for determination by the Corporate and Technical Staff Consultation Committee at a later date.

(j) The MFB will communicate the outcomes of meetings to employees covered by this Agreement.

(k) Where possible, decision-making on implementation of change in accordance with clause 11.5, will be by consensus on a recommendation.

(l) There is an obligation on Committee members to cooperate positively to consider matters that will increase efficiency, productivity, competitiveness, training, career opportunities and job security.

(m) Consistent with clause 12 of this Agreement, no proposals for change arising from this Agreement shall be implemented without referral to the Corporate and Technical Staff Consultation Committee.

11.4 The general role of the Corporate and Technical Staff Consultation Committee is to:

(a) consult where provisions in this Agreement require consultation;

(b) monitor the implementation of changes arising from this Agreement; and

(c) consider and make recommendations regarding issues arising under this Agreement.

11.5 All Committees established under this agreement are recommended in nature and will operate on the basis of consensus where possible on implementation of change when developing recommendations.

12 INTRODUCTION OF CHANGE

12.1 Unless otherwise specified within this Agreement, where the MFB is considering a restructure of the workplace, the introduction of new technology or changes to existing work practices of employees (other than Realignment matters as defined in clause 19) or in matters pertaining to the employment relationship, that it is likely to have a significant effect on employees in any of the workplaces covered by this Agreement, the provisions of clause 11 will apply.

12.2 Where the MFB proposes to introduce a change to the regular roster or ordinary hours of work of employees, the provisions of clause 11 will apply.

12.3 The MFB will also consult directly with employees (or the representative appointed on behalf of one or more employees)
affected by the implementation of any change covered by clause 12.1 or 12.2.

12.4 In relation to proposed changes referred to at clauses 12.2, the MFB, in addition to the provisions of clause 11, will:

a) provide all information relevant to the employees about the change(s);

b) invite employees to give their views about the impact of the change(s), including any impact in relation to their family or caring responsibilities; and

consider the views given by the employees about the impact of the change(s).

12.5 This clause relates only to consultation in relation to the proposals for workplace change which directly affect the working conditions of Employees covered by this Agreement.

13 TECHNOLOGICAL CHANGE

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 in a cooperative and consultative process subject to this Agreement.

14 CONTINUOUS IMPROVEMENT

The parties covered by this Agreement agree to work towards making improvements in efficiency and productivity and providing safe, satisfying and rewarding employment for Employees covered by this Agreement. Such improvements will not be at the expense of maintaining a safe working environment or reducing public safety in any way.

15 CONDITIONS FOR EMPLOYEES PARTICIPATING IN CONSULTATION

15.1 This clause applies to employees participating at any level of consultation referred to in this Agreement or participating in any meeting or forum (such as conciliation or hearings) pertaining to the employment relationship, to the relationship between the parties or arising under this Agreement.

15.2 Employees will be paid for all such time spent participating as if they were performing work during that time.

15.3 Where the Union nominees or employee representatives are serving MFB employees the following will apply:

(a) When the employee is on duty arrangements will be made to facilitate the employee’s attendance at meetings.

(b) When a meeting occurs while the employee is off duty, the employee (where there is not a practical alternative to the employee attending inclusive of delegation) will be paid for the time involved at double time rates, or at the employee’s election taken as time off in lieu.
(c) the Union will normally limit participation by MFB employees to no more than three on the basis that MFB will not unreasonably withhold agreement to Union requests for greater numbers of participants. Requests for more than three representatives must be agreed between the parties before the relevant meeting occurs.

(d) When a representative who is a MFB 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.

16 DISPUTE RESOLUTION

16.1 The following dispute resolution procedure will apply to any dispute about a matter arising under this Agreement or a dispute about any matter for which express provision is made in this agreement, or a dispute about any matter pertaining to the employment relationship in respect of those to whom the Agreement applies, or a dispute in relation to the National Employment Standards with exception to matters raised in accordance with Schedule 5 where determination of the committee is final.

16.2 The parties agree that disputes about any such matters shall be dealt with by using the provisions in this clause.

16.3 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. The steps of the procedure apply equally to a dispute raised by an employee(s), the union or the MFB.

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

(b) Step 2 - If not settled at Step 1, the matter shall be submitted to the appropriate manager.

(c) 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.

(d) Steps 1 to 3 Must be concluded within a period of ten (10) consecutive days. Disputes are to be resolved at a local level wherever possible.

(e) Step 4 - If the matter is not settled at Step 3, the dispute shall be formally submitted in writing to the Director Workplace Relations (as amended), setting out details of the dispute and, where appropriate, with supporting documentation. The Director Workplace Relations (or delegate) shall convene a meeting of the employer, employee(s) and the parties covered by this agreement listed at clause 6 of this agreement who may be affected by the dispute within a period of one week (7 days) of receipt of such submissions and endeavour to reach a satisfactory settlement.
(f) Step 5 - If the matter is not settled following progression through the disputes procedure it may be referred by the Employee, the union or the employer (who are party to the dispute) to the Fair Work Commission (FWC). FWC may utilise all its powers in conciliation and if not resolved arbitration to settle the dispute as set out in the Fair Work Act 2009 (as amended).

16.4 While the above procedures are being followed, including the resolution of any dispute by FWC, the work practice or situation that existed immediately prior to the subject matter of the grievance or dispute occurring (status quo) shall be maintained until the matter is resolved. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause.

16.5 A dispute may be submitted, notified or referred under this clause by the union.

16.6 A decision of FWC under this clause may be appealed. A dispute is not resolved until any such appeal is determined.

16.7 Unless related to a condition of employment in this agreement this clause shall not apply to a dispute on a health and safety issue.

16.8 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

17 WORK ORGANISATION
Subject to the other terms of this agreement, employees will follow reasonable directions 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.

18 CONSULTATION OFFICER & DISPUTES REGARDING CONSULTATION

18.1 Any dispute from either party regarding consultation and change shall be dealt with in accordance with this clause and the dispute resolution clause of this agreement.

18.2 Where there is a dispute regarding consultation, before referring the matter to FWC either party may notify the Consultation Officer. The Consultation Officer is an independent person agreed to by the parties who is responsible for ensuring consultation proceeds pursuant to this agreement in a fair, timely and effective manner. The Consultation Officer is to act independently of either of the parties.

18.3 When a dispute has been notified to the Consultation Officer, the Consultation Officer shall arrange a meeting of the MFB CEO and the Secretary of the Union (or their delegate) or an Employee (each with one other person accompanying them if necessary having regards to the nature of the dispute). This meeting shall take place within 7 days of the Consultation Officer being notified of the dispute.

18.4 The Consultation Officer, the MFB and the Secretary or Employee 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, either party may refer the matter to FWC pursuant to the dispute resolution clause.

19 INTRODUCTION OF CHANGE IN RELATION TO ORGANISATIONAL REALIGNMENT, FAIRER VICTORIA REGIONS OR THE BUSHFIRE ROYAL COMMISSION

19.1 This clause applies to the introduction of change which relates to:

(a) Victorian State Government Regions as part of Victoria's revised emergency management arrangements; or
(b) The 2009 Victorian Bushfires Royal Commission report; or
(c) The MFB Organisational Realignment Project

19.2 An agreed change matter is a change matter as outlined above or a change matter which the parties agree shall be dealt with during the life of the agreement through the consultation and the introduction of change provisions.

19.3 The parties may by written agreement add one or more matters to the Agreed Change Matters. Any such matter is then an agreed change matter.

19.4 Where the employer proposes to introduce or implement change about an agreed change matter, the provisions of clause 11 Consultative Process will apply and shall be followed.

20 EMPLOYEE ACTIVITIES

20.1 No employee shall be dismissed or injured in their employment or have their position altered to their prejudice by reason of or for reasons that include the reason of:

(a) their status or activities as an accredited representative of a Union; or
(b) their membership of, or participation in the activities of a Union; or
(c) 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 a Union or a Union member is a party; or
(d) 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 a Union or a Union member is a party; or
(e) their participation in, or any proposal to participate in, any activity of Union where the Union is seeking better industrial conditions.

20.2 This provision shall apply equally to any employee who has made known their intention to be candidates for election as a representative of a Union and also to any employee who has, in the past, been a representative of a Union.
20.3 The provisions of this clause operate in conjunction with and do not otherwise alter the rights and obligations of a union employee representative as an employee of the MFB and in accordance with the *Fair Work Act 2009*.

21 MFB POLICIES

The MFB currently has a range of policies that affect employees covered by this agreement. Policy that is specifically referenced in other clauses of this Agreement or which other clauses specifically require to be developed may only be varied by agreement. Should the MFB elect to modify, delete or add to existing policy that affects employees conditions of employment then any change or addition (pursuant to clause 12) will be subject of consultation pursuant to clause 11 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.

22 NO EXTRA CLAIMS

22.1 This Agreement is made in full and final settlement of all enterprise bargaining claims for the life of the Agreement, however part of this settlement is that some matters are identified as reserved and to be resolved during the life of the Agreement in a clause of this Agreement.

22.2 There shall be no extra claims by either party.
Part Three – Employment Relationship

23 JOB SECURITY

23.1 The MFB confirms that it is committed to maximising work in-house, current and future permanent employment and maintaining staffing levels. The MFB will not use casual or fixed-term employees or external contractors or consultants (temporary labour) to perform work customarily performed by employees in a manner that erodes the job security, wages and conditions and career prospects of its employees.

23.2 In the circumstance that the MFB is considering changes to the composition of the workforce including the use of temporary or contract labour, the provisions of clauses 11 and 12 will apply.

23.3 The MFB will report quarterly to employees and their representatives on the composition of the workforce and aggregated variations that occurred from the previous quarter.

24 EMPLOYMENT CATEGORIES

24.1 General

(a) Employees under this agreement will be employed in one of the following categories:

(i) full-time employees; or
(ii) regular part-time employees; or
(iii) casual employees; or
(iv) employees engaged on a fixed term basis (both part-time and full-time hours).

(b) Having regard to, amongst other things, the objectives of this Agreement (including, but not limited to, enhancing job security), the parties to the agreement are committed to utilising the employment categories outlined in clause 24.1(a) to deliver work in house. When considering proposals for changes contemplated in clause 24, the MFB will have regard to the commitment referred to in this sub clause.

(c) The parties agree to consult on:

(i) Significant changes to the composition of the workforce; or,
(ii) Changes to the employment category of an existing vacant position or the introduction of a new position; or,
(iii) the temporary replacement of an employee due to absence with another category of employment or contractor for a period in excess of five working days.

24.2 At the time of engagement an employer will inform each employee of the terms of their engagement.

24.3 External contractor
(a) The Employees and the Union acknowledge that the MFB may, from time to time, engage contractors.

(b) When the MFB engages a contractor to perform work of a kind that would otherwise be covered by this Agreement then the MFB shall as a minimum engage that contractor based on the classification, rate of pay and applicable allowances equivalent to the classification, rate of pay and applicable allowances of an employee performing the same work under this agreement.

24.4 Fixed term employees

(a) A fixed term employee is one who is engaged on a fixed term basis.

(b) The use of fixed term employment will be limited to:
   (i) replacement of employees proceeding on approved leave where that leave is for a minimum of two (2) months;
   (ii) meeting unexpected increased workloads for a period no more than twelve (12) months;
   (iii) undertaking a specified task which is funded for a specified period;
   (iv) filling a vacancy resulting from an Employee undertaking a temporary assignment or secondment;
   (v) temporarily filling a vacancy up to six (6) months where, following an appropriate selection process, a suitable ongoing employee is not available; or
   (vi) filling a vacant role whilst a review of the area is undertaken, provided that such appointment does not exceed a period of twelve (12) months.

(c) Prior to offering a second or subsequent fixed-term contract, the MFB will review the actual role and circumstances to ensure that any further fixed-term appointment is consistent with the provisions of 24.4(b).

(d) If an employee engaged on an ongoing basis applies for a fixed term position and the MFB decides to appoint that employee to the position, the appointment will not affect the employee’s ongoing employment.

(e) For the avoidance of doubt, disputes regarding this clause will be dealt with in accordance with clause 16.

24.5 Full time Employees

A full-time employee is one who is engaged to work 38 ordinary hours per week.

24.6 Part-time Employees

(a) A regular/permanent part time employee is an employee who:
   (i) works less than 38 ordinary hours per week; and
   (ii) has reasonably predictable hours of work; and
(iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work.

(b) For the purposes of clause 24.6, the provisions set out in clauses 56.1(a)(ii), 56.1(a)(iii) and 58 shall apply.

(c) In considering whether to engage a person on a part time basis, the MFB will have regard to, among other things, whether:
   
   (i) it is at the request of an employee, by the conversion of an existing full-time position into a part-time position;
   
   (ii) a new or expanded workload requires additional resources but does not justify the creation of a full-time position;
   
   (iii) the conversion of a full time position according to clause 24.6(c)(i) necessitates the creation of an additional part-time position.

(d) At the time of engagement the MFB and the part time employee will agree in writing, on a regular pattern of work including the hours worked each day, the start and finish times and the days of the week the employee will work.

(e) Any variation to an Employee's agreed ordinary hours of work will be undertaken by agreement and recorded in writing.

(f) On each occasion a part-time employee is required to work, the part-time employee is entitled to a minimum payment for three hours.

(g) An employee who does not meet the definition of a regular part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 24.7.

(h) A regular part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

24.7 Casual Employees

(a) The MFB may employ persons on a casual basis for the purpose of ad hoc or irregular work.

(b) A casual employee will be paid per hour at the rate of 1/38th of the weekly rate prescribed for the class of work performed, plus:
   
   (i) 25% for work Monday to Friday inclusive; or
   
   (ii) for work performed on a Saturday, the 50% penalty set out in clause 58.4 shall apply; or
   
   (iii) for work performed on a Sunday, the 100% penalty set out in clause 58.5 shall apply; or
   
   (iv) for work performed on a Public Holiday, the 150% penalty set out in clause 58.6 shall apply.
A casual employee who performs work outside of the hours set out in clauses 56.1(a)(i) or (ii), will be paid overtime at the casual rate of pay as set out in clause 57.2.

Casual employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.

On each occasion a casual employee is required to attend work the casual employee is entitled to a minimum payment for four hours work.

The MFB, when engaging a casual, must inform the employee that they are employed as a casual, the classification level and rate of pay and the likely number of hours required.

The following clauses in this Agreement shall not apply to casual Employees:

(i) Salary packaging;
(ii) Higher Duties Allowance;
(iii) Annual leave;
(iv) Special sick leave;
(v) Purchased leave;
(vi) Study leave;
(vii) Defence force leave;
(viii) Blood donor’s leave;

Termination of employment.

25 CAREER PATHS AND OPPORTUNITIES

25.1 Career Opportunities

The parties will review and develop comprehensive policy in accordance with the Introduction of Change and Consultation clauses of this Agreement that will allow for genuine career opportunities. Such policy as it relates to developing career opportunities will cover but not be limited to training, education, growth, position descriptions, classifications and internal transfer and promotion.

25.2 Career Development Plan

The MFB and its Employees recognise the importance of developing an effective career development system. The parties are committed to promoting quality learning opportunities, skills maintenance and leadership development opportunities. All Employees covered by the Agreement will undertake annual career development plans.

25.3 Secondment

The parties will consult in accordance with the Introduction of Change and Consultation clauses of this Agreement on an agreed process regarding secondment with the CFA and other Victoria
public sector departments or agencies for career development opportunities within 12 months of certification of this agreement.

25.4 Appropriateness of Classifications

The parties agree that the classification structures referred to in this Agreement are appropriate and will be maintained for the life of this Agreement. No new classification will be created other than by agreement of the parties.

25.5 Appointments and Promotions

(a) Disputes arising from appointments and promotions which include internal candidates shall be dealt with through the dispute resolution procedure.

(b) A dispute must be lodged with the Workplace Relations Department (as amended) within five clear working days of the Employee being advised of the selection outcome.

(c) Disputed appointments and promotions which include internal candidates will be dealt with in accordance of step 4 of the dispute resolution process. With exception that:

(i) the dispute must be dealt with within five clear working days of the application being received by the Workplace Relations Department; and,

(ii) if unresolved, a notice of dispute must also be filed in FWC by the end of this period.

(d) Unsuccessful internal candidates will receive reasonable information on:

(i) Procedural aspect of the selection process; and,

(ii) feedback relating to the candidate's performance during the selection process.

(e) The provisions of this clause shall not operate to prevent or impede the MFB from offering employment to a successful external candidate.

26 CLASSIFICATION STRUCTURE

26.1 The terms and conditions of the classification structure are set out in Schedule 1 of this Agreement.

26.2 Disputes arising from the transition to the classification structure introduced in the MFB Corporate and Technical Employees Agreement 2013 and disputes arising from requests for classification/reclassification of positions during the life of the Agreement shall be dealt with through the Classification Committee set out in Schedule 5.

27 HEALTH AND FITNESS MONITORING

27.1 The parties are committed to the health and well being of all Employees covered by this Agreement. In this regard, the MFB shall continue to promote greater participation in the voluntary health and fitness monitoring programs offered to all Employees.
27.2 Consistent with clause 62 of this Agreement, (Flexible Arrangement of Hours of Work), and subject to work requirements of the employee, the MFB shall by agreement provide the flexibility to enable employees to exercise.

27.3 The MFB shall provide a sport voucher for each Employee participating in the MFB fitness program in accordance with MFB policy.

27.4 On all occasions, an Employee must present for work ready willing and able to perform the employee's normal work in a manner that will be safe for the Employee and other people having contact with the Employee.

27.5 The MFB may request an Employee to undertake an assessment by an agreed practitioner to ensure the Employee has the capacity to perform the inherent requirements of the employee's normal work in a manner that will be safe for the Employee. An employee will not experience loss of pay when requested by the MFB to attend an assessment.

27.6 To avoid doubt, clause 27.5 will not be applied in a manner:
   (a) where the assessment of itself prevents the employee from attending work; or
   (b) that victimises an employee with a medical condition; or
   (c) that results in the introduction of mandatory drug and alcohol testing without prior consultation and agreement by the parties.

28 HEALTH AND SAFETY REPRESENTATIVES

28.1 To facilitate a safer working environment, the MFB shall provide any employee holding the position of health and safety representative or deputy health and safety representative with access to facilities and equipment to assist them in their role such as but not limited to telephones, computers, e-mail, notice boards and meeting rooms, brief cases, information folders, diaries etc in a manner that does not adversely affect service delivery and work requirements.

28.2 Upon election as a Health and Safety representative, an employee shall be granted leave of absence on full pay for up to five days, as soon as practicable after appointment (having regard to the availability of course places and the operations of the MFB) to attend an introductory Health and Safety Representative's Course which has been approved by an appropriate Occupational Health and Safety Authority.

29 AMENITIES

29.1 The employer shall provide at each work location (temporary and ongoing) such amenities as agreed between the parties bound by the agreement to provide for the preparation and consumption of meals and refreshments.

29.2 A notice board will be provided in each workplace for posting of Union notices pertaining to the employment relationship.
29.3 Tea, coffee, milk, biscuits, margarine and sugar will be reasonably provided at each location for use during meal and rest breaks.

29.4 The employer will provide when required appropriate facilities to ensure privacy for all employees at all locations, the parties agree that there will be no reduction of current standards to facilities already provided.

29.5 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 without the agreement of the employees who will or may be filmed and the parties to this agreement.

30 RELOCATION IN RELATION TO CURRENT REALIGNMENT PROCESSES

Employees relocated by agreement in relation to the current Organisational Realignment process will receive the allowances and other conditions as set out below.

31 RELOCATION

31.1 Temporary

(a) A temporary relocation is where an employee moves out of the employee’s usual work premises for a temporary period of time due to such things as refurbishment, alteration or redevelopment of their current work premises.

(b) No employee will be relocated or directed to relocate into temporary premises prior to:

(i) The MFB, the relevant Union(s) and employees affected by the change being satisfied in relation to temporary facilities and amenities in accordance with the consultation provisions of this agreement; and

(ii) The MFB, the relevant Union(s) and employees affected by the change will review and determine the quantum of a temporary relocation allowance by agreement. If the parties cannot reach agreement on the quantum the default allowance of $3.50 per day will apply for the duration of the temporary relocation.

(c) An employee who temporarily relocates to another premise other than the employee’s usual place or places of work will have any period of additional travelling time from their normal place of residence regarded as time worked. This additional time shall be based on an agreed standard additional time to the temporary location in comparison to the employees usual travel time.

(d) To avoid doubt temporary relocation conditions are not applicable where an employee:

(i) Requested the relocation on personal grounds;

(ii) Applied and was successful in a temporary or permanent new role; or
31.2 Permanent

(a) This clause applies where work has been relocated on an ongoing basis to meet business needs.

(b) No employee will be relocated into permanent premises (e.g. a new location, training college and the like) prior to the MFB, the relevant union(s) and employees affected by the change being reasonably satisfied in relation to the facilities, amenities and relocation plan at the new location, in accordance with the consultation provisions of this agreement. To avoid doubt, consultation shall apply from the relocation proposal stage through to the final occupation.

(c) Where an employee is permanently relocated into any premises (e.g. a new location, or training college), the employee will be paid a once only allowance in compensation for all disturbance factors arising from transfer or redeployment not otherwise provided for in this Agreement ("Disturbance Allowance"):  

(i) A disturbance allowance of $1,340 (gross) will be paid for the first 30 minutes of additional total daily travel time required or 30 kilometres additional daily distance or part thereof; and

(ii) Further equivalent allowances of $1,192 (gross) each for each additional 30 minutes or 30 kilometres or part thereof.

(d) An exception to this is that no such allowance will be paid where the total additional distance to be travelled is 10 kilometres or under (excluding relocation during the life of the Agreement to MFB Eastern Hill headquarters from either Burnley or Thornbury work-sites).

(e) Where an employee is required to permanently relocate to a location where the employee:

(i) will not have access to car parking without cost; and

(ii) had access to car parking without cost prior to the relocation;

the employee will be entitled to claim reimbursement of car parking expenses up to a maximum of $350.00, upon provision of evidence of expense incurred within the first three (3) consecutive months of the relocation.

31.3 Application of the clause

(a) For the avoidance of doubt, the allowances in this clause 31 will not apply in circumstances where the employee relocates at the initiative of the employee.

(b) The parties agree that:
(i) the allowances specified in this clause 31 represent fair and reasonable compensation to employees who are impacted by a requirement to relocate; and

(ii) the costs of relocation will not be cited as cause to delay relocation of employees or be subject to the consultation or disputes process per clause 11, 12 or 16 of this Agreement.

32 EMAIL ACCESS
32.1 The MFB will continue to ensure all employees have access to redirection facilities on the MFB’s email system outside of working hours.

32.2 The MFB will also ensure all employees have an email address and access to their email at their work location during working hours.

32.3 The MFB will ensure that all emails sent and received are secure in accordance with MFB Information Technology standards.

33 E-LEARNING
The MFB shall continue to introduce electronic based training (for example EEO or OH&S training). Prior to introduction of such training there will be consultation consistent with clause 12 (Introduction of Change).

34 EMPLOYEE SELF SERVICE
During the life of this Agreement the MFB shall continue to introduce a computerised Employee Self Service (ESS) facility to enable Employees access to their personal HR details. In addition to enabling Employees to access their own personnel records they will also be able to apply, as an example (but not limited to), for leave via a work based computer.

35 ENVIRONMENTAL RESPONSIBILITY
35.1 So that a contribution can be made by the MFB to reduce the effects of global warming, it is agreed that current working groups/committees of the MFB, Employees and Unions will consider ideas and recommend implementation of such ideas to the MFB via the Consultation and Introduction of Change clauses of this agreement.
Part Four – Wages & Related Matters

36 COMMENCEMENT PAYMENT

36.1 Employees (other than casual Employees) employed by the MFB at the date of commencement of this Agreement who received a salary, together with Employees absent during the first 52 weeks of Parental Leave, will receive a lump sum payment of $1,500 (or pro rata equivalent for part time Employees).

36.2 The Employee's ordinary hours for calculating the pro rata amount will be averaged over the three months immediately preceding the Commencement Date.

37 WAGES

37.1 All Employees covered by the terms of this Agreement shall receive the following increases to wages as outlined in Schedule 2.

(a) 5.00% to be paid from the first full pay period commencing on or after the Commencement Date;

(b) 3.75% to be paid from the first full pay period commencing on or after 7 April 2018;

(c) 3.75% to be paid from the first full pay period commencing on or after 7 April 2019; and

(d) 3.50% to be paid from the first full pay period commencing on or after 7 April 2020.

37.2 Wages will be paid either weekly or fortnightly by electronic funds transfer into a bank account nominated by the Employee.

37.3 Employees will receive electronic payslips.

37.4 All overtime, penalty and allowance payments will be paid within three weeks of being worked and claimed unless, on each occasion, the employee is prepared to consent to another arrangement.

38 SUPERANNUATION

38.1 During the first six months of this agreement, the parties agree to establish a committee to discuss potential improvements for employees for consideration by the ESSS and Government. The Committee will comprise of the MFB and employee representatives, and may also include relevant stakeholders including representatives from other emergency services, unions and Government.

38.2 The MFB must make superannuation contributions in accordance with this clause. Contributions shall be calculated on the Employee’s ordinary time earnings prior to any deductions for salary packaging, tax etc.

38.3 The superannuation contributions the MFB must make on behalf of each Employee (regardless of age) will be no less than the amount specified pursuant to the provisions of the Superannuation Guarantee (Administration) Act 1992, as amended.
38.4 The Employee will be offered by the MFB, membership of a complying superannuation fund for the purposes of the Superannuation Industry (Supervision) Act 1993, unless they are a member of a Victorian exempt public sector superannuation scheme. The MFB will contribute, or will be deemed to contribute, to this fund or another approved fund an amount in accordance with the Commonwealth Superannuation Guarantee Administration Act 1992.

38.5 Unless otherwise advised, the default scheme is either ESSPLAN or ESS Super.

39 SALARY PACKAGING

39.1 An Employee, other than a casual Employee or an Employee engaged on a Fixed Term Agreement, may enter into a salary packaging arrangement with the MFB in respect of superannuation, a novated lease on a vehicle and/or any other arrangements that are lawful, consistent with ATO requirements and where there is additional tax or other expenses incurred by the arrangement, such expenses will be met by the employee.

39.2 Employees covered by this agreement shall be entitled to salary sacrifice their wages as set out above.

39.3 Any salary sacrifice will not be deducted when calculating employee's payment on termination and so employee payments on termination shall be based on their Superable Salary (i.e. the gross amount that would have applied had the employee not entered into a salary sacrifice arrangement).

39.4 Employees are to obtain their own advice on whether salary packaging is appropriate for them.

39.5 All costs associated with packaging, including reasonable administrative costs, are to be met from the salary of the participating Employee.

40 ACCIDENT PAY

40.1 An employee absent from work on account of any injury or illness arising out of or in the course of employment shall be entitled to leave of absence for up to 52 weeks while being entitled to Workers Compensation under the Accident Compensation Act 1985 without reducing the employee's sick leave entitlements. During the period of absence the employee shall be paid the difference between the employee's ordinary rate of pay and such compensation.

40.2 The period of 52 weeks Accident Pay may be extended following consultation with the relevant union(s) and affected employee(s) and at the absolute discretion of the MFB, depending on circumstances on a case by case basis.

40.3 Casual employees' make-up pay will be based on the number of hours worked per week over the last month with the present employer, or if less than one month the average for the time worked. The amount to be paid is the ordinary rate of pay only (i.e. time and one quarter).
41 JOURNEY ACCIDENT COVER
The employer shall provide all employees covered by this agreement with Journey Accident Insurance to and from work to ensure that pre-injury average weekly earnings for time lost due to journey accidents are maintained for up to 52 weeks.

42 PETTY CASH
Pursuant to clause 45.2, for unforeseen circumstances (such as but not limited to attendance at an emergency event) out of pocket expenses such as meal allowance, mileage, travelling and incidentals may be paid, at the employee's request and by approval of the MFB, via petty cash. Significant changes to the current practices in respect to petty cash shall be subject to the clauses 11 and 12.

43 SUPPORTED WAGE
The terms of the supported wage system are set out in Schedule 4 of this Agreement.

44 WORK FROM HOME
The MFB will not require any employee to work from home. The MFB, and relevant Union(s) may agree on circumstances where employees may work from home. This may then operate on a case by case basis but only by agreement with the individual employee.
Part five – Allowances

45 PAYMENT OF ALLOWANCES
45.1 All allowances identified in this Agreement in Schedule 3 shall be increased at the dates and by the percentages set out above in clause 37.1.

45.2 Subject to clause 42, all allowances payable under this Agreement shall be paid via the payroll system.

46 TOLL ALLOWANCE
An Employee who in the course of travel to and from work when recalled to work outside of their normal spread of hours and is required to travel on the City Link or EastLink toll road will have the cost of such tolls reimbursed by the MFB.

47 ACCOMMODATION AND INCIDENTALS
47.1 An employee who is required to attend a live in training course, conference, or to undertake duties that require the employee to remain away from home, shall be paid the following.

47.2 If the cost of accommodation and meals is not met by the employer, daily allowances will be paid in accordance with Schedule 3.

47.3 Note:
(a) Breakfast allowance is not payable if departure from home is after 7.00 a.m.
(b) Lunch allowance is not payable if departure from the location is after 12.00 p.m.
(c) Dinner allowance is not payable if arrival at home is before 7.00 p.m.
(d) Meal allowances may apply in some circumstances where overnight accommodation allowance is not applicable.
(e) Incidental allowance is only payable for overnight accommodation.

47.4 If the cost of accommodation is met by the employer a daily incidental allowance will be paid in accordance with Schedule 3.

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

48 FIRST AID ALLOWANCE
An Employee appointed by the MFB to perform first aid duty shall be paid an allowance in accordance with Schedule 3 or the Award rate whichever is the higher.

The MFB shall not appoint a person for such purposes without that Employee having attained first aid qualifications from the First Aid in the Workplace Compliance Code 2008 (or equivalent), as amended.
PERSONAL USE OF VEHICLE (MILEAGE)

49.1 An Employee, required to use the employee’s private motor vehicle in the course of employment, will be reimbursed for kilometre costs and any other motor vehicle reimbursement expenses incurred in the course of the Employee’s employment and authorised by the Employer.

49.2 The Employee must obtain the prior approval of the Employer before using their private motor vehicle during the course of their employment.

49.3 Following use, the Employee must submit a declaration stating the date, the purpose of the trip, the number of kilometres travelled and the type of vehicle used.

49.4 The mileage allowance shall be paid at the rate of $1.10 per kilometre when the Employee is required by the MFB to use the employee’s own vehicle.

MEAL ALLOWANCES & REIMBURSEMENTS

50.1 With exception to clause 47, the meal allowance shall be paid in accordance with Schedule 3 per meal.

50.2 An employee required to work overtime will be paid a meal allowance in accordance with Schedule 3 where:

(a) The overtime immediately follows or immediately precedes a scheduled period of ordinary duty and is not less than two hours; or

(b) The overtime does not immediately follow or immediately precede a scheduled period of ordinary duty.

50.3 A second and any subsequent meal allowance will be paid according to the requirements of 50.2 after each period of overtime which is not less than four hours.

50.4 Off-site meal reimbursement

(a) Where the MFB requires an Employee to attend work out of MFB premises or worksites during normal hours of work, the MFB will reimburse the Employee reasonable costs when:

(i) the part day absence or travel allowance clauses do not apply; and,

(ii) the employee incurs additional cost of a meal.

50.5 Interrupted meal allowance

(a) An employee will receive the meal allowance (in accordance with Schedule 3) per occasion when:

(i) the MFB requires the employee to attend an operational incident (including attendance at the Emergency Control Centre); and,

(ii) whose meal is interrupted or delayed before having consumed their meal; and,
(iii) the Employee received less than two hours' notice of the interruption prior to the employee's regular or pre-arranged meal break.

(b) All claims must be verified and approved by the Employee's Manager.

51 HIGHER DUTIES ALLOWANCE

51.1 An entitlement to a higher duties allowance will arise where the MFB requests and an employee agrees to undertake higher duties of a position above their current classification:

(a) for no less than four consecutive working days; and/or

(b) for an aggregate period of no less than 30.4 working hours within a 12 month period, for all higher duties exceeding the first 30.4 hours and up to the conclusion of the 12 month period.

51.2 Employees shall receive higher duties allowance equivalent to either:

(a) the difference between the Employee's ordinary rate of pay and the rate applicable to the position in which they are acting (to avoid doubt, "position" for the purpose of this clause means the entry level paypoint in the classification range for the position in which the higher duties apply); or

(b) no more than 10% of the Employee's base rate of pay; whichever is the greater.

51.3 In relation to clause 51.2(b), the incumbent in the higher classified position may not make a claim for an increase in salary as a consequence of an employee acting up in a higher duties role and receiving an allowance in excess of the incumbent's income.

51.4 Where the MFB requests and an employee agrees to undertake partial higher duties of a position above their current classification for:

(a) no less than four consecutive working days; and/or

(b) for an aggregate period of no less than 30.4 working hours within a 12 month period, for all partial higher duties exceeding the first 30.4 hours and up to the conclusion of the 12 month period;

the employee shall be paid an allowance proportionate to the higher duties being performed at the higher position, from the date of the entitlement arising. The MFB and Employee shall agree on the proportionate rate prior to commencing the higher duties. Partial higher duties shall only apply to employees classified at MFB6 or above. All other provisions of this clause shall apply.

51.5 Where an employee permanently fills a position after being assigned to higher duties, that employee will commence at the increment to which they had reached when assigned to the higher duties.

51.6 In the circumstances where an employee is assigned to higher duties for a significant period of time, that employee will be paid in
accordance with the incremental progression provisions as if the employee were assigned to the position on an ongoing basis. The higher increment will be paid for any subsequent periods of higher duties in the position or if the employee continues in the role on an ongoing basis.

51.7 When performing higher duties, employees will receive all conditions of employment in accordance with the higher duties position they are performing. Where an employee acts to a position classified higher than that covered by this agreement the employee will, in addition to the wages and conditions received at the higher position, be provided with all equipment and resources reasonably required to undertake the role by the MFB.

51.8 An employee's:

(a) workload will not be increased as a result of performing higher duties; and,
(b) work required in the employee's substantive position will be backfilled when reasonably required; and,
(c) will only or predominantly perform the duties of the higher position and provide assistance to persons backfilling their substantive position.

51.9 Higher duties arrangements in place at the commencement of this agreement will continue under the terms agreed at the commencement of the higher duties and for the duration of the higher duties as determined by the MFB. However, an employee may elect to utilise the arrangements under Clause 51.1-51.8 in lieu of such current arrangements. Subsequent higher duties (inclusive of any extensions) shall be arranged and paid in accordance with the agreement.

52 TOOL ALLOWANCE - TRADESPERSONS

52.1 Tool allowance in accordance with Schedule 3 shall be paid where the employee is regularly required to perform Trades qualified work prescribed in the Manufacturing and Associated Industries and Occupations Award 2010.

52.2 The MFB may reach agreement with an employee to provide all of the tools required by them in the performance of their work. In such circumstances, the tool allowance shall not be payable.

52.3 The employee may be required to replace or pay for special purpose tools supplied by the MFB which are lost as a result of negligence on the part of the employee.

53 UNIFORMS AND EQUIPMENT

53.1 The MFB shall supply each Employee with, and be responsible for the cost of replacing, repairing and cleaning the articles of protective clothing and/or equipment (PPE) that the Unions and the employer agree must be worn and/or used by the employee. Agreement for the purpose of this clause is on the circumstances in which PPE should be worn and not on the PPE itself.
53.2 An individual permanent employee will be provided with a corporate uniform at the cost of the employer to the annual value of $690 per annum. It would be reasonable for the MFB to expect employees who have been allocated a corporate uniform to wear the full uniform while on duty.

53.3 Uniform provided under this clause includes protective footwear and hats.

53.4 The replacement and repairs to all articles of clothing provided by the MFB and cleaning of the protective 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.

53.5 MFB and the Unions in accordance with the Introduction of Change and Consultation clauses of this Agreement will consult on articles of clothing and protective equipment as provided by the employer including new and replacement items.

53.6 Further to the above, the MFB will provide any employee who so requires them prescription eye protection/safety glasses.

53.7 The MFB will maintain the existing practices including provision of uniform items and cleaning arrangements for those employees whose roles require mandatory wearing of a uniform (e.g. those engaged in Technical Services).

54 TRAINING AND RECERTIFICATION
Where it is required by the MFB and agreed by employees that professional accreditation is maintained under their role (employees are not responsible for associated costs), all cost and time associated with accreditation and reaccreditation shall be covered by the MFB. Where the MFB does not cover costs, the MFB will not require the employee to maintain accreditation and associated responsibility.

55 COMMUNICATIONS REIMBURSEMENT
55.1 By prior agreement with the MFB, where an employee is/may be required to:
(a) provide their personal contact details for a land-based telephone; and/or
(b) utilise land-based telephone/internet/other telecommunications devices/service;
located at the employee's personal residence for the purpose of ensuring critical continuity to MFB operation, the employee will be reimbursed for:
(a) the rental value of the land-line; or
(b) where the rental value of the land-line is not itemised or separately identifiable, the amount of $25.90 per month.

55.2 Reimbursement will be subject to agreement in writing from an authorised MFB representative, and the employee providing
evidence of the availability of such land-based services at the employee's personal residence.
Part Five – Working Hours

56 HOURS OF WORK

56.1 Ordinary hours

(a) The ordinary hours of work of a full-time employee are:
   (i) 38 hours per week;
   (ii) between the hours of 7.30 a.m. and 6.00 p.m.;
   (iii) worked over a five day week in a seven day cycle.

(b) With a minimum of half an hour unpaid break for lunch, to be taken between midday and 2.00 p.m.

(c) Within the spread of hours specified in (a) variable start and finish times may be negotiated between the employee and employer to take account of work requirements and personal circumstances.

(d) A paid morning and afternoon tea break of ten minutes each will be allowed.

56.2 Rostered days off

(a) Employees in agreement with the MFB may elect to work their ordinary weekly hours averaged over a nineteen day month.

(b) By agreement with the MFB under this agreement employees may work a new alternative Rostered Day Off (RDO) arrangement of an eighteen day month. The new RDO arrangement shall:
   (i) Only be initiated where the request for such arrangement is sought by an employee(s).
   (ii) Provide an effective arrangement of hours of work within the normal 38 hour week to maintain/improve productivity/service levels and provide an improved work-life balance.
   (iii) Be subject to agreement with the MFB.
   (iv) Not diminish or disadvantage the employee in relation to existing terms and conditions of employment under this agreement.

(c) The MFB will consider all requests for a nine-day fortnight, and provide response to the employee within two (2) months. Where such request is declined (refused), the MFB will provide reasons in writing. The decision to grant approval of a request for a nine-day fortnight will not be unreasonably withheld.

(d) The new alternative RDO will be subject to ongoing review. Following consultation with the affected employees where the MFB can demonstrate that a new alternative RDO arrangement has caused a reduction in productivity or service levels, that formed the basis of the MFB approval pursuant to clause 56.2(b)(iii) then the hours of work arrangements that
applied prior to the introduction of the new arrangement will apply. To avoid doubt, this clause does not prevent employees raising grievances through the dispute resolution clause in relation to this clause.

(e) With reasonable notice, an employee may opt out of an RDO arrangement at any time following the review date. In such circumstances clause 56.2(i) will apply.

(f) In addition individual employees may seek the new alternative RDO arrangement to assist with individual health matters and carers responsibilities (including caring for his/her child under the age of 5) on a case by case basis and for an agreed period of time. Agreement will not be unreasonably withheld.

(g) The parties agree that no party will make a claim for or review of a 9 day fortnight at a scope broader than a workgroup (such as departments or discrete groups of employees).

(h) Employees working an RDO arrangement will be subject to a roster for days off in each working cycle.

(i) Regarding the new alternative RDO arrangement, the parties agree to review and, if agreed, implement contemporary practices during the life of the agreement to avoid potential associated employee fatigue.

(j) Where a new alternative RDO arrangement is sought by employee(s) their existing arrangement of hours will apply if agreement cannot be reached on the 18 day month.

(k) Where an employee(s) is concerned that the MFB has withheld agreement to an RDO arrangement request, in a manner inconsistent with this clause, the employee may utilise the dispute resolution process under this agreement.

(l) All RDO arrangements shall consist of hours of work which comply with the Ordinary Hours of Work in clause 56.1.

(m) RDO's will continue to be accrued until taken. RDO's must be taken within 6 months or paid out at the ordinary rate of pay.

(n) The MFB cannot require an employee to enter into an RDO arrangement.

(o) Employees who are currently working under previous hours of work arrangements (e.g. previous 9 day fortnight arrangements) will continue under such arrangements during the life of this agreement unless they choose otherwise.

57 OVERTIME, CALL BACK AND STANDBY
57.1 Payment for working overtime

(a) All work performed in excess of the ordinary hours of work immediately following or immediately preceding a scheduled period of ordinary duty is to be paid as overtime in accordance with clause 57.2.
(b) Overtime must be approved by the authorised manager prior to the additional hours being worked.

57.2 Overtime is paid at:

(a) Time and a half for the first two hours and double time thereafter for all overtime worked Monday to Saturday. Overtime worked on a Saturday will receive a minimum four hours payment. If the employee completes their duties within the four hour minimum period, they are not required to stay for the full four hours;

(b) Double time for all time worked on Sunday with a minimum payment of 4 hours. If the employee completes their duties within the four hour minimum period, they are not required to stay for the full four hours; or

(c) Double time and one half (inclusive of hours paid for time normally worked on the day) for all overtime worked on a Public Holiday with a minimum payment of 4 hours. If the employee completes their duties within the four hour minimum period, they are not required to stay for the full four hours.

57.3 In calculating overtime, each day's work stands alone.

57.4 Requirement to work reasonable overtime

(a) Subject to clause 57.4(b), the MFB may request an Employee to work reasonable overtime at overtime rates.

(b) With the exception of Employees on Standby, an Employee may refuse to work overtime having regard to:
   (i) any risk to Employee health and safety;
   (ii) the Employee's personal circumstances including any family responsibilities;
   (iii) the needs of the workplace or enterprise;
   (iv) the notice, if any, given by the MFB of the overtime and by the Employee of their intention to refuse it;
   (v) the MFB providing the employee with less than 24 hours' notice; and
   (vi) any other relevant matter.

57.5 Rest Break

(a) An employee working overtime must be allowed a rest break of 20 minutes without deduction of pay after each four hours of overtime worked if the employee is to continue to work after the rest break.

(b) Where a day worker is required to work overtime on a Saturday, Sunday or Public Holiday or on a rostered day off, the first rest break will be paid at the employee's ordinary rate of pay.

(c) Where overtime is to be worked immediately after the completion of ordinary work on a day or shift and the period of overtime is to be more than one and a half hours, an
employee, before starting the overtime is entitled to a rest break of 20 minutes to be paid at ordinary rates.

(d) An employer and employee may agree to any variation of this subclause to meet the circumstances of the work in hand provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under this subclause.

57.6 Rest period after overtime

(a) When overtime is necessary it must, wherever reasonably practicable, be arranged so that an Employee has at least ten consecutive hours off duty between the work of successive working days. Where an employee resumes work at a later time than scheduled in order to have a ten hour break there shall be no deduction of pay for that time.

(b) If the MFB requests an employee to resume work without having had a ten hour break and the employee agrees to work, the employee will be paid at the rate of double time until such a break is taken.

57.7 No employee shall work so much overtime that the employee works more than eighteen consecutive hours (inclusive of normal hours worked).

57.8 Employees who are required to work overtime and whose normal mode of transport is public transport will be entitled to travel home by taxi at the employers expense in situations where as a result of the overtime, they are required to finish work after 6:00 pm.

57.9 Emergency Call Back

(a) An employee recalled to work overtime after leaving workplace with less than 24 hours’ notice or on a standby arrangement, whether notified before or after leaving the workplace, shall:

(i) be paid double time for all time worked;

(ii) for a minimum of four hours worked; and,

(iii) if the employee completes their duties within the four hour minimum period, they are not required to stay for the full four hours; and,

(iv) is inclusive of subsequent call-backs that might occur within the minimum four hour period.

(b) It is not an emergency call back where an employee is:

(i) requested to work overtime with more than 24 hours’ notice; or,

(ii) is requested to work overtime immediately prior or after the employee’s normal hours of work.

In these circumstance overtime will be paid as set out in clause 57.2(a).
(c) The MFB, at its absolute discretion, may consider fair and reasonable claims for reimbursement of travel time at the normal rate of pay in extreme emergency circumstances.

57.10 Standby

(a) Standby Provisions (excluding Technical Officers)

(i) With exception to the existing arrangements for Technical Officers, where an Employee is required by the MFB to hold themself ready and available to work after ordinary hours of work (either remotely or via emergency call back) the Employee will be paid an Standby Allowance of $450.82 per week for time rostered on Standby.

(ii) The Standby Allowance will not be subject to the increases as set out in clause 45.1.

(iii) The stand by allowance is not an all-purpose allowance and will not be paid for periods of absence greater than five working days.

(iv) Clause 57.9(a) shall apply where an Employee on standby is called back to work.

(v) Employees will not be rostered on stand-by arrangements for more than a reasonable proportion of the calendar year unless there are exceptional organisational circumstances and there has been prior mutual agreement between the MFB and the Employee.

(vi) The MFB will consult with relevant union(s) and affected Employees in accordance with clauses 12 and 11 on the introduction of significant change to stand-by arrangements.

b) Standby and Call Back Provisions for Technical Officers

This clause applies in lieu of 57.9 and 57.10(a).

i) Standby

a. The employer will pay the employee an allowance of half the normal hourly rate per hour when the employer requires the employee to remain in readiness for a return to work outside the employee’s ordinary hours.

b. The stand-by allowance will not be paid in addition to the call back allowance.

ii) Call Back

a. An employee recalled to work overtime after leaving work will be paid a minimum of four hours at double time for each time recalled.

b. Where the employee is paid for standing by, the employee will be paid for a minimum of three hours at double time for each time recalled.
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c. The employee will not be required to work the full four hours in 57.10(b)(ii)(a) or three hours in 57.10(b)(ii)(b) above if the work that is the subject of the recall is completed within a shorter time.

d. Despite the above, where an employee is recalled within the four or three hour period in 57.10(b)(ii)(a) and 57.10(b)(ii)(b) above, the four or three hours minimum for the first recall will not apply and the employee will be paid up to the commencement of the second of subsequent recalls.

57.11 Time off in lieu of payment for Overtime

An employee may elect to be given time off instead of being paid overtime. Time off instead of overtime is calculated on the basis of one hour for each hour of overtime worked.

58 SHIFT WORK

58.1 An employee required to work afternoon or night shift work on any day Monday to Friday as set out below:

(a) An employee rostered to perform ordinary duty on afternoon or night shift will be paid an allowance at the rate of 15% of their hourly rate for each hour worked.

(b) Afternoon shift means a period of duty commencing at or after 10.00 a.m. and before 8.00 p.m.

(c) Night shift means a period of duty commencing:

(i) before 8.00 p.m. and continuing beyond 6.00 a.m.; or

(ii) falling wholly within the hours of 8.00 p.m. and 6.00 a.m.; or

(iii) commencing between 8.00 p.m. and midnight and lasting for at least eight hours.

58.2 Except as provided in 58.3 below, an employee rostered to perform night shift continuously for a period exceeding four weeks will be paid an allowance at the rate of 30% of their hourly rate for each hour worked.

58.3 Where an employee agrees to work continuous night shift in circumstances where they would have been required by the employer to work rotating shift duty, they will be paid an allowance at the rate of 15% of their hourly rate for each hour worked.

58.4 An employee required to perform rostered time on ordinary duty on a Saturday other than a public holiday will be paid an allowance at the rate of 50% of their hourly rate for each hour worked.

58.5 An employee required to perform rostered time on ordinary duty on a Sunday other than a public holiday will be paid an allowance at the rate of 100% of their hourly rate for each hour worked.

58.6 An employee required to perform rostered time on ordinary duty on a public holiday will be paid an allowance at the rate of 150% of their hourly rate for each hour worked.
58.7 Not later than two weeks after a public holiday an employee may elect to be paid at the rate of 50% of their hourly rate for each hour of rostered ordinary work performed on that day and granted one day’s leave in lieu of the public holiday.

58.8 An employee who is rostered to perform ordinary duty on a public holiday but is granted leave in respect of that day will be granted one day’s leave instead of such holiday, except where the public holiday occurs during a period of leave without pay.

58.9 An employee whose rostered day off falls on a public holiday will be granted one day’s leave instead of such a holiday.

59 FIREGROUND ALLOWANCE

59.1 The parties acknowledge that work performed at a fireground incident requires the employee to perform duties in circumstances outside of the normal requirements of the employee’s role including taking directions from an authorised person other than the employee’s nominated supervisor/manager and performing duties in an environment with heightened workplace health and safety risks which may require the use of Personal Protective Equipment (PPE).

59.2 Where an employee:

(a) is directed to attend a fireground incident;
(b) requires the use of PPE; and
(c) undertakes duties that are critical to ensuring the continuity of the operational response;

the employee shall receive the fireground allowance in accordance with this clause 59.

59.3 The Fireground allowance will be a flat-allowance calculated at the rate of 50% of the employee’s all-purpose rate of pay for each hour that the employee is required to perform duties in accordance with 59.

59.4 Where an employee is, as part of their journey to the fireground, required to travel in areas of risk arising from response to an incident, the payment of the fireground allowance will commence up to one (1) hour before their arrival at the Fireground, and up to one (1) hour from departure from the fireground.

59.5 The fireground allowance will be paid in addition to any overtime or shift penalties that may be applicable.

59.6 The fireground allowance will not apply to:

(a) scheduled fireground training at a special purpose training facility;
(b) scheduled field training; or
(c) periods where the employee has been released from performing duties for the purpose of resting at a location that is away from the fireground in approved and accepted accommodation.
60 INCIDENT MANAGEMENT SUPPORT

60.1 Incident Management Principles

(a) Emergency service agencies routinely work together in responding to and resolving incidents. The Australasian Inter-Service Incident Management System (AImS) provides a common incident management system for all responding agencies and personnel, enabling seamless integration of activities and resources for effective and safe resolution of any incident.

(b) The parties recognise the diverse range of capability and contribution made by employees covered by this Agreement, and the need for the functional support and flexibility which enables the incident management function to:
   - provide a safer working environment for all responders
   - minimise the impact to the community and environment; and
   - effectively and efficiently control the response to the incident.

(c) The parties further recognise that participation in incident management will provide significant benefits to individual employees through:
   - development of responsiveness, safety, initiative and professionalism for the delivery of safer and more resilient communities;
   - contribution of expertise that may otherwise be under-utilised;
   - access to more varied and fulfilling careers;
   - improved leadership and performance through skills development;
   - opportunity for more direct avenues of contribution to emergency response;
   - remuneration and reward for contribution;
   - improved relationships and understanding between operational and support functions of the MFB, and other emergency services agencies; and
   - capacity to leverage valuable experiences and contribute to other projects for the effective delivery of emergency services.

(d) The terms of clause 60 will:
   (i) apply in circumstances of readiness for, or upon the alarm of fire or other emergency where the Australasian Inter-Service Incident Management System (AImS) is used to manage the incident, or as designated by the MFB; and
(ii) prevail to the extent of any inconsistency with other provisions of this Agreement.

(e) For clarification:

(i) The provisions of this clause will apply where an employee is designated to perform an incident management support function as distinct from the duties of the employee's substantive position;

(ii) The number of incident management support roles available and the availability roster will be determined by the Chief Officer; and

(iii) The parties agree that Corporate and Technical Employees will not perform the duties of operational firefighters.

60.2 Availability Allowance

(a) Availability Roster means a defined timetable that shows the days and times an employee will be available to perform an incident management role.

(b) An employee, other than a casual employee, who is requested and agrees to be designated to an availability roster shall receive an availability allowance calculated at 5% of the employee's substantive position in accordance with Schedule 2. To be eligible for payment, employees on the availability roster are required to be available to undertake incident management functions during the period(s) for which the employee is rostered.

(c) An employee will not be appointed to an availability roster when the employee is subject to a standby roster in accordance with clause 57.10.

60.3 Incident Management Support Roles

(a) Subject to competency, endorsement and/or accreditation, employees may be appointed to perform incident management support functions including:

(i) Band 1

Resources; situation; mapping; communications planning; interstate / international liaison; management support; information and warnings; media management; community liaison; supply; communications support; facilities; ground support; finance; catering; staging area; accounts management; compensation; insurance; specialist roles including regional executive officer and public information support officer; or unit support members.

(ii) Band 2

Finance Officer
(b) Employees will work to the role statement for the incident management support role as determined by the MFB by reference to the AIIMS (as amended).

60.4 Training and Development

The MFB will provide opportunities for employees to undertake incident management training in order to acquire/maintain competency, endorsement and/or accreditation necessary to deliver effective statewide capability, including pre-season briefings and functional updates necessary to satisfy the employee’s designated incident management support function.

60.5 Qualification and Responsibility Allowance

(a) In circumstances where an employee is required to maintain an additional qualification or higher level of skill for the purpose of satisfying the requirements of an incident management support function the employee will receive a flat weekly allowance equivalent to:

<table>
<thead>
<tr>
<th>Band</th>
<th>Qualification Allowance</th>
</tr>
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<tbody>
<tr>
<td>Band 1</td>
<td>$3,278.00 per annum</td>
</tr>
<tr>
<td>Band 2</td>
<td>$4,681.00 per annum</td>
</tr>
</tbody>
</table>

(b) The relevant qualification allowance will be determined on the basis of the highest Band for which the employee has been designated to perform incident management support functions. For the avoidance of doubt, an employee will not receive multiple qualifications allowances.

(c) Payment of the qualification allowance shall subject to review on a regular basis. However, the allowance will cease to be payable where an employee has not complied with all requirements of clause 60.

60.6 Hours of Work

Clauses 56 (hours of work), 57.1, 57.2, 57.3, 57.11 (overtime) and 58 (shift work) will apply.

60.7 Paid Breaks

Employees are entitled to take the following breaks without loss of pay:

(a) Subject to operational requirements, meal breaks taken at regular times and no later than five (5) hours after commencing duty; and

(b) Where appropriate and at mutually agreed times, a ten (10) minute rest break for every two (2) hours worked.

60.8 Rest Periods

(a) For any work period up to fourteen (14) hours in length, a rest period of no less than ten (10) consecutive hours free of duty between successive work periods.

(b) Despite clause 60.8(a), in critical emergency circumstances:
(i) a rest period of no less than eight (8) consecutive hours free of duty between successive work periods; or

(ii) where such rest period has not been granted prior to commencing the next work period, payment at the rate of double time until the employee is released from duty at the conclusion of that work period.

(c) For any work period up to sixteen (16) hours in length, a rest period of no less than twelve (12) consecutive hours free of duty between successive work period.

(d) Where emergency arrangements require an employee to have a rest period which exceeds sixteen (16) hours, the employee will not be penalised and will be paid the employee's weekly ordinary hours for each Monday to Friday work period, even when the employee, because of these requirements, has been scheduled to work less than the employee's weekly ordinary hours in any Monday to Friday work period.

(e) Emergency arrangements will, as far as possible, be organised such that rest breaks greater than sixteen (16) hours between shifts do not occur more than once in any Monday to Friday period.

60.9 Travelling Time

All time spent by the employee in proceeding to and from a fire or other emergency at the direction of the employer will be regarded as time worked. Payment will commence from, and cease at, the employee's usual work location.

60.10 Resumption of Normal Duties

(a) An employee must not commence normal duty without having had ten (10) consecutive hours off duty unless directed by the MFB.

(b) Each employee who has been engaged on incident management support duties will be entitled upon the cessation of such work, and prior to the resumption of normal duties, to a clear break of ten (10) hours without loss of pay for recognised working time occurring during such break.

(c) An employee who has been accommodated for at least three (3) nights will be entitled to a clear break of twelve (12) hours.

(d) This clause 60.10 will not apply with respect to any incident management support duties commenced and completed between the hours of 07:00 and 17:00 on the same day.

60.11 Rest period for 'away' deployments

(a) For the purposes of this clause, an 'away' deployment means attendance at work which requires travel and accommodation away from home.

(b) A rest period of two (2) full days (a minimum of 48 hours) is required between deployments comprising seven (7)
consecutive days (including travel time) or four (4) consecutive
nights (plus 2 days travel time).

(c) Prior to returning to normal duties, where there has been a
combination of normal duties and incident management
support duties of:

(i) seven (7) consecutive days or more, but less than ten
(10) days – a rest period of one (1) full day (24 hours); or

(ii) ten (10) consecutive days or more – a rest period of two
(2) full days (48 hours);

is required as a minimum.

(d) Where these days fall on a Saturday or Sunday, no additional
payment will be made, nor will additional time off be provided.

(e) Where these days fall on a Monday to Friday inclusive
(excluding public holidays), the employee will receive payment
for these days.

(f) Where the employee travels for two (2) hours or less from the
incident management location to their normal location at the
conclusion of a tour of duty, the day of travel will be considered
a day's break in accordance with clause 60.11(b) above.

61 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

61.1 The MFB and Employee covered by this Agreement may agree to
make an individual flexibility arrangement to vary the effect of terms
of the Agreement if:

(a) the agreement deals with 1 or more of the following matters:

(i) arrangements about when work is performed;

(ii) taking annual leave days;

(iii) taking rostered days off; and

(b) the arrangement meets the genuine needs of the MFB and the
Employee in relation to one or more of the matters mentioned
in paragraph (a); and

(c) the arrangement is genuinely agreed to by the MFB and the
Employee.

61.2 The MFB must ensure that the terms of the individual flexibility
arrangement:

(a) are about permitted matters under section 172 of the Fair
Work Act 2009; and

(b) are not unlawful terms under section 194 of the Fair Work Act
2009; and

(c) result in the Employee being better off overall than the
Employee would be if no arrangement was made.

61.3 The MFB must ensure that the individual flexibility arrangement:

(a) is in writing; and
(b) includes the name of the MFB and the Employee; and
(c) is signed by the MFB and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
(d) includes details of:
   (i) the terms of the Agreement that will be varied by the arrangement; and
   (ii) how the arrangement will vary the effect of the terms; and
   (iii) how the Employee will be better off overall in relation to the terms and conditions of employment as a result of the arrangement; and
(e) states the day on which the arrangement commences.

61.4 The MFB must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to. The MFB will also provide the unions with a de-identified summary.

61.5 The MFB or the Employee may terminate the individual flexibility arrangement:
   (a) by giving no more than 28 days written notice to the other party to the arrangement; or
   (b) if the MFB and the Employee agree in writing — at any time.

62 FLEXIBLE ARRANGEMENT OF HOURS OF WORK
The ordinary hours of work shall, by agreement, be worked flexibly to best meet both the MFB's work requirements and the Employee's personal and/or family circumstances.

If such flexible work is requested by the Employee, the MFB will not unreasonably withhold agreement.

63 FLEXIBLE WORKING ARRANGEMENTS FOR PARENTS
Where an Employee is the parent of a child under school age or the parent of a child who is under the age of 18 years and has a disability, the Employee may request a change in working arrangements to assist the Employee to care for the child as set out in the National Employment Standards (as amended).
Part Six – Leave Absences

64 ANNUAL LEAVE

64.1 An Employee is entitled to four weeks of paid annual leave for each completed year of service, accruing progressively following commencement throughout the year.

64.2 Annual leave accrues for part time employees pro rata to the employee’s contract hours and does not apply to casual Employees.

64.3 Any employee, or estate where probate has been granted in the case of death, whose services are terminated will be paid all annual leave not taken on the date of termination.

64.4 An employee who becomes sick during a period of annual leave will, subject to furnishing a doctor’s certificate or other evidence acceptable to the employer, be re-credited annual leave for the period of the sickness.

64.5 A public holiday falling within a period of annual leave is not regarded as part of that leave.

64.6 Annual leave will be taken at a time mutually agreed between the employee and the employer. Where agreement cannot be reached, the matter may be resolved via the dispute resolution procedure; with the exception of employees who have an annual leave balance greater than 8 weeks consistent with the requirements set out in clause 64.8, unless exceptional circumstances apply.

64.7 Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single periods not exceeding ten days in any calendar year at a time or times agreed between them.

64.8 Annual leave must be taken within twenty four months of accrual unless otherwise agreed between the employee and employer.

64.9 Where an employee requests annual leave at half the rate of pay that they would ordinarily be entitled to, such application for annual leave at half the rate of pay shall be considered at the discretion of the Chief Executive Officer or their delegate.

64.10 All applications will be treated in an equitable and consistent manner and consent will not be unreasonably withheld.

64.11 When an employee is granted annual leave at half the rate of pay that they would ordinarily be entitled to, the employee’s Annual Leave entitlement shall reduce by the amount it would have reduced by had they taken their full entitlement for half of the leave period taken.

64.12 In determining the entitlement of any employee to annual leave in any year the following events will not be regarded as service:

(a) Any continuous period of sick leave without pay to the extent that it exceeds three months, or the sum of any periods of sick
leave without pay to the extent that it exceeds three months in that year; or

(b) Except as may be determined by the employer, any period of leave without pay irrespective of cause to the extent that it exceeds one month in such year of service.

64.13 Cashing out annual leave

The MFB may agree, at its absolute discretion, to cash out an Employee's accrued annual leave for exceptional circumstances for compassionate or hardship reasons at the Employee's written request provided that in each case:

(a) the Employee has taken at least two weeks' of continuous annual leave within the previous 12 months;

(b) the Employee's remaining accrued entitlement to paid annual leave is not less than 4 weeks;

(c) each cashing out is the subject of a separate agreement in writing between the MFB and the Employee;

(d) the Employee is paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone; and

(e) each request to cash out is made only once per calendar year.

64.14 Annual leave loading

(a) Every employee will be paid the greater of the following amounts:

(i) An allowance of 17.5% of the employee's remuneration for the period of annual leave calculated on the employee's ordinary rate of pay at the time of proceeding on leave; or

(ii) An allowance equal to any additional payments to which an employee would be entitled for ordinary hours shift, Saturday or Sunday work which an employee would have been required to perform if they were not proceeding on annual leave.

(b) An employee, or estate where probate has been granted in the case of death, whose services are terminated will be paid the allowance.

65 RECREATION LEAVE

65.1 For the purposes of this clause the following definitions will apply:

(a) Recreation Leave shall mean annual leave, long service leave and rostered days off.

(b) Personal Leave shall mean leave as outlined in clause 66 of this agreement.

65.2 No Employee covered by this Agreement will be allowed to work for the MFB during any period of recreation leave including Long Service Leave. Any employee who uses Compassionate Leave
during a period of Recreation Leave or long service leave shall extend the Recreation Leave or long service leave or shall be re-credited by the period of time on Compassionate Leave.

65.3 Any employee who uses personal leave during a period of Recreation Leave shall extend the Recreation Leave or long service leave or shall be re-credited by the period of time on Sick Leave.

65.4 An employee who uses personal leave of one week or more during a period of Long Service Leave shall extend the Long Service Leave or shall be re-credited by the period of time on Sick Leave.

65.5 Any employee who uses Compassionate Leave or personal leave during a RDO shall be re-credited by the period of time on Compassionate or Personal Leave.

66 PERSONAL LEAVE

66.1 Amount of paid personal leave

(a) Paid personal leave is available to an employee other than a casual when the employee is absent due to:

(i) personal illness or injury (sick leave); or

(ii) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave); or

(iii) any bereavement on the death of an immediate family or household member (compassionate leave).

(b) The amount of personal leave to which an employee is entitled is as follows:

(i) Every employee will be entitled to personal leave on commencement of employment and every subsequent year of service consisting of 114 hours (15 days) of Sick/Carer's Leave and per occasion 22.8 hours (3 days) Compassionate Leave.

(c) In any year unused personal leave accrues by 114 hours less the number of hours of paid sick/carers leave taken during the year. Compassionate Leave is paid per occasion as set out in clause 69 and does not accrue from year to year.

66.2 Immediate family or household

(a) The entitlement to carer's or compassionate leave is subject to the person in respect of whom the leave is taken being either:

(i) a member of the employee's immediate family; or

(ii) a member of the employee's household.

(b) the term immediate family includes for the purpose of this Agreement:

(i) spouse, a de facto spouse, former spouse or former de facto spouse. The Employee's "de facto spouse" means a person who lives with the Employee as husband, wife
or same sex partner on a bona fide domestic basis, although not legally married to the Employee; and

(ii) child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

67  **SICK LEAVE**

67.1 Sick leave is leave to which an employee other than a casual is entitled without loss of pay because of a personal illness or injury.

67.2 The amount of personal leave an employee may take as sick leave is as follows:

(a) On commencement of employment 114 hours;

(b) On 1 January the following year each employee will receive a further 114 hours of sick leave less the amount of leave granted on commencement that is proportionate to that part of the year of commencement the employee was not employed by the employer;

(c) On 1 January each subsequent year every employee will be entitled to a further 114 hours of sick leave.

67.3 Accumulated personal leave may be used as sick leave if the current sick leave entitlement is exhausted.

67.4 For any period of sickness exceeding three days’ continuous absence, a satisfactory certificate by a duly qualified medical practitioner will be furnished setting out the cause of such absence.

67.5 If the number of days during which an employee is absent in any year without a medical certificate exceeds five days in the aggregate, the number of days absence in excess of five will not be granted as sick leave, but will at the election of the employee, be deducted from their annual recreation leave or be granted without pay.

68  **CARER’S LEAVE**

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

68.2 Sick leave for other purposes

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

68.3 An Employee is entitled to take up to 5 days carers leave without a medical certificate or statutory declaration within any one calendar year.

68.4 Notice Required:
(a) Before taking carer's leave, an employee must give at least two hours' notice before the employee's next starting time, unless there is a good reason for not doing so.

(b) The notice must include:
(i) the name of the person requiring care and support and the relationship to the employee;
(ii) the reasons for taking such leave; and
(iii) the estimated length of absence.

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

68.5 Evidentiary requirements

(a) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(b) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

68.6 Unpaid Carer's Leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member or member of the household who is ill or injured or because of an unexpected emergency affecting the family member. The employer and employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 15.2 hours) unpaid carer's leave per occasion, provided the requirements in 68.4 and 68.5 are met.

68.7 Casual Employees Absence Due to Carer/Compassionate Responsibilities

(a) Subject to the evidentiary and notice requirements in 68.4 and 68.5, casual employees are entitled to not be available to attend work (i.e. unpaid authorised absence), or to leave work:
(i) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
(ii) upon the death in Australia of an immediate family or household member.

68.8 The MFB and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for 48 hours (i.e. two days) per occasion. The casual
employee is not entitled to any payment for the period of non-attendance.

68.9 The MFB must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

68.10 Additional Leave

Notwithstanding anything contained in this clause, additional leave, carer’s leave on full, or reduced pay, or leave without pay may be granted at the discretion of the employer.

69 COMPASSIONATE LEAVE

69.1 An Employee, other than a Casual, is entitled to 3 days of paid compassionate leave on any occasion:

(a) on which a member of the Employees’ immediate family or household dies; or

(b) on which a member of the Employees’ immediate family or household contracts or develops a personal illness that poses a serious threat to life; or

(c) on which a member of the Employees’ immediate family or household sustains a personal injury that poses a serious threat to life.

69.2 In circumstances not covered under this clause, leave to attend the funeral of other family members shall be considered at the discretion of the MFB. All applications will be treated in an equitable and consistent manner.

69.3 Compassionate leave is available to be taken up to and including the day after the funeral; or in circumstances provided for in clauses 69.1(b) or 69.1(c), at any time while the illness or injury persists.

69.4 An employee may take compassionate leave for a particular occasion as:

(a) A single continuous 3 day period; or

(b) 3 separate periods of 1 day each; or

(c) Any separate periods to which the employee and the employer agree.

69.5 Where the employer is unable to establish the death, illness or injury by other means, the MFB may require the Employee to provide satisfactory evidence of the death of the family member of the Employees’ immediate family or household. Evidence may also be required to verify attendance at a funeral outside Australia.

69.6 Where an employee is required to attend the funeral of a member of the employee’s immediate family, and the funeral is to be held outside of the state of Victoria, the employee will be entitled to up to two (2) days of leave in accordance with clause 70.1 of this Agreement. Evidence supporting this request will be consistent with clause 69.5.
69.7 Additional paid or unpaid compassionate leave may be granted by agreement between the MFB and the employee concerned.

70 PRESSING NECESSITY LEAVE

70.1 Leave of absence of up to 4 days for employees per year, unless exceptional circumstances exist, on full pay shall be granted to any employee on account of the illness of the employee’s spouse, child, father, mother, brother, sister or grandparent or the employee’s spouse’s father, mother, brother, sister, grandparents or in any other case where in the opinion of the MFB special circumstances exist.

70.2 Where in circumstances or in respect of a period not provided for in clause 70.1 the MFB is satisfied that, on account of pressing necessity, leave should be granted to an Employee the MFB may grant such leave on full pay.

70.3 The MFB has the right to request that evidence be provided to support applications for leave in accordance with this clause.

70.4 Where an application for leave in accordance with this clause is declined a grievance in relation to the refusal to grant leave may be initiated.

71 FAMILY VIOLENCE LEAVE

71.1 General Principle

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

71.2 Definition of Family Violence

The MFB accepts the definition of Family Violence as stipulated in the Family Violence Protection Act 2008 (Vic) and the definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a current or former partner or family member.

71.3 General Provisions

(a) Evidence of family violence may be required and can be in the form a document issued by the Police Service, a Court, a Doctor, a District Nurse, Maternal and Health Care Nurse, a Family Violence Support Service or Lawyer.

(b) All personal information concerning family violence will be kept confidential. Information will not be kept on an employee’s personnel file without their express written permission.

(c) Understanding the traumatic nature of family violence, the MFB will support the employee if they have difficulties performing tasks at work.

(d) An employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts,
their union delegate/shop steward, an MFB family violence contact or Human Resources.

(e) The MFB will identify contacts who will be trained in family violence and privacy issues, for example, training in family violence risk assessment and risk management. The MFB will advertise the names of the contacts.

(f) Where requested by an employee, the contact person will liaise with the employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide.

(g) The MFB will develop agreed guidelines to supplement this clause and which detail the appropriate action to be taken in the event that an employee reports family violence.

71.4 Leave

(a) An employee experiencing family violence will have access to up to 20 days of paid leave per year for medical appointments, legal proceedings and other activities related to family violence.

(b) This leave will be in addition to existing leave entitlements, and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

(c) This leave is not cumulative and if not used does not carry forward to the next year.

(d) The MFB will give consideration to additional paid or unpaid leave in any one year for an employee experiencing family violence.

(e) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, hospital, or to mind children.

71.5 Individual Support

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

i) appropriate changes to work arrangements and location in accordance with this Agreement; and/or

ii) a change to the employee's telephone number or email address to avoid harassing contact.
(b) An employee experiencing family violence will be referred to the appropriate support services/agencies and/or other local resources.

(c) An employee that discloses to a family violence contact, Human Resources or their supervisor that they are experiencing family violence will be given a resource pack of information regarding current support and referral services.

(d) 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 including performance or misconduct processes if their attendance or performance at work suffers as a result of experiencing family violence.

72 SPECIAL SICK LEAVE

72.1 If any employee is certified to be suffering from pulmonary tuberculosis, Acquired Immune Deficiency Syndrome, or other infectious disease, leave of absence may be granted on the following terms, viz., six months on full pay and three months on half pay. Any leave so granted in excess of the amount standing to an employee's credit shall not be regarded as a debit against the employee. On resumption of duty, such employee shall be entitled to a total initial credit of not less than sixteen days on full pay and sixteen days on half pay.

72.2 Where the employer is satisfied that the illness of an employee with at least six months' service is directly attributed to or is aggravated by service in an armed conflict, such employee may, apart from any sick leave which may be standing to the employee’s credit, be credited with special leave with full pay amounting to fifteen days in respect of each year of service. Such leave shall be cumulative, provided that the total of such accumulated leave shall not at any time exceed 100 days.

72.3 Upon report by a duly qualified medical practitioner that, by reason of contact with a person suffering from a contagious or infectious disease and through the operation of restrictions imposed by law in respect of such disease, an employee is unable to attend for duty, the employer may grant the employee special leave of absence with pay. Such leave of absence shall not be granted for any period beyond the earliest date at which it would be practicable for the employee to resume duty having regard to the restrictions imposed by law.

73 PARENTAL LEAVE

73.1 Subject to the terms of this clause Employees are entitled to paid and unpaid parental leave and to work part-time if:

(a) The leave or the part-time work is associated with:
(i) The birth of a child of the employee or the employee's spouse or de facto partner; or
(ii) The placement of a child with the employee for adoption; and
(b) The employee has or will have responsibility for the care of the child.

73.2 The provisions of this clause apply to full-time, part-time and eligible casual Employees, but do not apply to other casual Employees.

73.3 An eligible casual Employee means a casual Employee:
(a) employed by the MFB on a regular and systematic basis for a sequence of periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
(b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

73.4 For the purposes of this clause, continuous service is work for the MFB on a regular and systematic basis (including any period of authorised leave or absence).

73.5 The MFB must not fail to re-engage a casual Employee because:
(a) the Employee or Employee's spouse is pregnant; or
(b) the Employee is or has been immediately absent on parental leave.

73.6 The rights of the MFB in relation to the engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

73.7 Definitions
(a) For the purpose of this clause child means: a child of the Employee under school age except for adoption of an eligible child where 'eligible child' means a person under the age of 16 years who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.
(b) For the purposes of this clause, spouse includes a de facto spouse, former spouse or former de facto spouse. The Employee's "de facto spouse" means a person who lives with the Employee in the manner of a spouse on a bona fide domestic basis, although not legally married to the Employee.

73.8 Basic entitlement
(a) Employees who have, or will have, completed at least twelve months continuous service, are entitled to a combined total of 52 weeks' paid and unpaid parental leave in relation to the birth or adoption of their child which, subject to clause 73.8(d), must be taken by an Employee in a single continuous period. An Employee who does not satisfy the qualifying service
requirement for the paid components of leave, or an Employee who is an eligible casual Employee, shall be entitled to leave without pay for a period not exceeding 52 weeks.

(b) Leave available is summarised in the following table:

<table>
<thead>
<tr>
<th>Type of Leave</th>
<th>Paid Leave</th>
<th>Unpaid leave</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary caregiver</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>More than 12 months service</td>
<td>14 weeks</td>
<td>Up to 38 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Less than 12 months service</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Eligible casual employee</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Secondary caregiver</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>More than 12 months service</td>
<td>2 weeks</td>
<td>Up to 50 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Less than 12 months service</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Eligible casual employee</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
</tbody>
</table>

(c) Subject to 73.8(a) hereof, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may concurrently take up to eight (8) weeks' leave (paid and/or unpaid as set out in the table above) commencing at the time of the birth or the time of the placement (as the case may be).

(d) Unless the Employer agrees, concurrent leave referred to in 73.8(c):

(i) will not commence earlier than the time of the birth or the time of the placement; and

(ii) may be taken in separate periods, but each period must not be shorter than two (2) weeks.

(e) For leave granted under clause 73.8, a maximum period of 26 weeks will be counted as service for the purpose of assessing annual leave, long service leave and sick leave.

73.9 Notice and evidence requirements

(a) An Employee must give at least 10 weeks' written notice to the MFB of the intention to take parental leave, including the proposed start and end dates. At this time, the employee must also provide a statutory declaration stating:

(i) that the employee will become either the primary caregiver or secondary caregiver of the child, as appropriate;

(ii) the particulars of any parental leave taken or proposed to be taken or applied for by the employee's spouse; and

(iii) that for the period of parental leave, the employee will not engage in any conduct inconsistent with their contract of employment.
(b) At least four weeks before the intended commencement of parental leave, the employee must confirm in writing the intended start and end dates of the parental leave, or advise the MFB of any changes to the notice provided in clause 73.9(a), unless it is not practicable to do so.

(c) The MFB may require the employee to provide evidence that would satisfy a reasonable person of:

(i) In the case of birth-related leave, the date of birth of the child (including without limitation, a medical certificate stating the date of birth or expected date of birth); or

(ii) In the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the child, and that the child will be under 16 years of age as at the day of placement or expected day of placement.

(d) In the case of adoption-related leave:

(i) an Employee must provide the MFB with confirmation from the adoption agency of the start of the placement; and

(ii) where the placement of a child for adoption with an Employee does not proceed or continue, the Employee will notify the MFB immediately and the MFB will nominate a time not exceeding four weeks from receipt of notification for the Employee’s return to work.

(e) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the presumed date or in other circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

73.10 Commencement of parental leave

(a) Subject to 73.9(a) hereof and unless agreed otherwise between the MFB and Employee, an Employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

(b) Where an Employee who is pregnant continues to work within the six week period immediately prior to the expected date of birth of the child or is on paid leave under 73.14(b), the MFB may require the Employee to provide a medical certificate stating that the Employee is fit to work on the Employee’s normal duties. The MFB may require the Employee to start parental leave if the Employee:

(i) does not give the MFB the requested certificate within 7 days after the request; or,

(ii) within 7 days after the request for the certificate, gives the MFB a medical certificate stating that the Employee is unfit to work.
(c) Sick Leave and special parental leave

(i) Where the pregnancy of an Employee not then on parental leave terminates other than by the birth of a living child, the Employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:

- Where the pregnancy terminates during the first 20 weeks, during the certified periods the Employee is entitled to access any paid and/or unpaid sick leave entitlements in accordance with the relevant personal leave provisions;
- Where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Employee is entitled to paid special parental leave not exceeding the amount of paid parental leave available under 73.8(a) and thereafter, to unpaid special parental leave.

(ii) Where an Employee not then on parental leave is suffering from an illness whether related or not to pregnancy an Employee may take any paid sick leave to which the employee is entitled and/or unpaid sick leave in accordance with the relevant personal leave provisions.

(d) Where leave is granted under 73.10(a) hereof, during the period of leave an Employee may return to work at any time, as agreed between the MFB and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.

(e) An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the MFB should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days' unpaid leave. Where paid leave is available to the Employee, the MFB may require the Employee to take such leave instead.

73.11 Right to request

(a) An Employee entitled to parental leave pursuant to the provisions of clause 73.8(a) may request the MFB to allow the Employee:

(i) to extend the period of simultaneous unpaid parental leave provided for in clause 73.8(c) up to a maximum of eight weeks;

(ii) to extend the period of unpaid parental leave provided for in clause 73.8(a) and in accordance with the National Employment Standards, by a further continuous period of leave not exceeding 12 months;
(iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

(iv) to assist the Employee in reconciling work and parental responsibilities.

(b) The MFB shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the MFB's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(c) The Employee's request and the MFB's decision made under clauses 73.11(a)(ii) and 73.11(a)(iii) must be recorded in writing.

(d) Request to return to work part-time
Where an Employee wishes to make a request under clause 73.11(a)(iii) such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

73.12 Variation of period of parental leave
Unless agreed otherwise between the MFB and the Employee, where an Employee takes leave under clause 73.8(a) and 73.11(a)(ii) an Employee may apply to the MFB to change the period of parental leave on one occasion. Any such change must be notified in writing at least two weeks prior to the commencement of the changed arrangements.

73.13 Parental leave and other entitlements
An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 73.11.

73.14 Transfer to a safe job
(a) Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at the Employee's present work, the Employee will, if the MFB deems it practicable, be transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of maternity leave.

(b) If the MFB does not think it to be reasonably practicable to transfer the Employee to a safe job, the Employee may take paid "no safe job" leave, or the MFB may require the Employee to take paid leave immediately for a period which ends at the earliest of either:
(i) when the Employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner, or

(ii) when the Employee's pregnancy results in the birth of a living child or when the Employee’s pregnancy ends otherwise than with the birth of a living child.

(c) The entitlement to leave is in addition to any other leave entitlement the Employee has.

73.15 Returning to work after a period of parental leave

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

(b) Subject to clause 73.15(c), an Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to 73.14 hereof, the Employee will be entitled to return to the position they held immediately before such transfer.

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

73.16 Replacement Employees

(a) A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.

(b) Before the MFB engages a replacement Employee, the MFB must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

73.17 Communication during Parental leave

(a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the MFB shall take reasonable steps to:

(i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and

(ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

(b) The Employee shall take reasonable steps to inform the MFB about any significant matter that will affect the Employee’s decision regarding the duration of parental leave to be taken,
whether the Employee intends to return to work and whether
the Employee intends to request to return to work on a part-
time basis.

(c) The Employee shall notify the MFB of changes of address or
other contact details which might affect the MFB’s capacity to
comply with 73.17(a).

74 LONG SERVICE LEAVE

74.1 Long Service Leave entitlements shall be in accordance with the
provisions contained in the Metropolitan Fire Brigades Act 1958.

74.2 An Employee may access this entitlement, on a pro-rata basis, after
an initial 7 years of continuous service.

74.3 Where a public holiday occurs during a period of long service leave
granted to an Employee, the public holiday is not to be regarded as
part of the long service leave and the MFB will grant the Employee a
day off in lieu.

74.4 Where the MFB contemplates replacing an employee who will be
absent under this clause for leave greater than 4 continuous weeks,
the Employee’s position will, where practicable, primarily be replaced
by either a fulltime or part time employee from within the current
MFB workforce. Where other replacement arrangements are
envisaged, such replacements will be addressed consistent with the
Consultation clause.

74.5 Five (5) days of Long Service leave may be taken each year in single
days.

74.6 Additional days may be considered based on personal
circumstances on a case by case basis.

74.7 Any additional long service leave may be accessed in periods of not
less than 1 week blocks.

74.8 An employee may apply to take some or all of their Long Service
Leave at half the rate of pay that they would ordinarily be entitled to.
Such request shall not be unreasonably withheld and is at the
discretion of the Chief Executive Officer. All applications will be
treated in an equitable and consistent manner.

74.9 In the event of the application being declined the matter maybe
referred for resolution in accordance with the dispute resolution
process.

74.10 To avoid any confusion, the parties agree that this shall only reduce
the employee’s Long Service Leave entitlements by half of what it
would be reduced by had they taken their Long Service Leave at full
pay. (For example, an employee who had 3 months Long Service
Leave could take 2 months at half-pay – meaning four months away
from work – and be left with 1 month’s long service leave
entitlement.)

74.11 For the purposes of calculating defined benefit superannuation, any
long service leave taken on half pay will have no effect on the final
average salary of an employee over the last two years of their employment.

74.12 The above entitlement should not be used as a precedent for any diminishment or abolition of long service leave entitlement.

75 PURCHASED LEAVE

75.1 An Employee may, with the agreement of the MFB, purchase additional leave per year. Access to this entitlement may only be granted on application from an Employee and cannot be required as a precondition for employment.

75.2 A purchased leave arrangement under clause 75.1 above must ensure that:

(a) The Employee will receive a salary equal to the period worked which will be spread over a 52 week period; and

(b) Accrual of sick leave and long service leave by the Employee shall remain unchanged.

75.3 As an alternative to entering into an arrangement under clause 75.1, an Employee may request that one or more weeks of the Employee’s annual leave entitlement each year be converted to two weeks’ leave on half pay.

75.4 The MFB will endeavour to accommodate Employee requests for arrangements under this clause, and where such requests are granted will make proper arrangements to ensure that the workloads of other Employees are not unduly affected and that excessive overtime is not required to be performed by other Employees as a result of these arrangements. All applications will be treated in an equitable and consistent manner and consent to leave without pay will not be unreasonably withheld.

75.5 The parties agree that if the MFB introduce or apply any policy/procedure outside of or relating to clause 75 of this agreement, such policy/procedure must be introduced in accordance with the consultation provisions of this Agreement.

75.6 An Employee may revert to ordinary 52 week employment by giving the MFB no less than four weeks’ written notice. Where an Employee so reverts to 52 week employment, appropriate pro rata salary adjustments will be made.

76 LEAVE WITHOUT PAY

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

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

77.1 An employee will be entitled to holidays on the following days:

(a) New Year’s Day;
(b) Good Friday;
(c) Easter Saturday;
(d) Easter Monday;
(e) Christmas Day;
(f) Boxing Day;
(g) Australia Day;
(h) Anzac Day;
(i) Queen’s Birthday;
(j) Eight Hours’ Day or Labour Day; and,
(k) Melbourne Cup Day.

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

77.3 When Boxing Day is a Saturday or a Sunday, an additional holiday will be observed on 28 December.

77.4 When New Year’s Day is a Saturday or Sunday, an additional holiday will be observed on the next Monday.

77.5 When Australia Day is a Saturday or Sunday, a holiday in lieu will be observed on the next Monday.

77.6 Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in 77.1 above, those days shall constitute additional holidays for the purpose of this Agreement.

77.7 Substitution of public holidays by agreement

(a) By agreement between the MFB and the majority of employees in the relevant workplace or section of the workplace, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.

(b) The MFB and individual employees may agree to the employee taking another day as the public holiday in lieu of the day which is being observed as the public holiday in the enterprise or relevant section of the enterprise.

78 COMMUNITY SERVICE LEAVE

78.1 An employee who engages in an eligible community service activity is entitled to be absent from employment for a period if, the period consists of one or more of the following:

(i) time when the employee engages in the activity;
(ii) reasonable travelling time associated with the activity;
(iii) reasonable rest time immediately following the activity; and
(iv) unless the activity is jury service—the employee's absence is reasonable in all the circumstances.

78.2 An eligible community service activity is defined in accordance with the *Fair Work Act 2009*, and also includes:
(a) Eligible community service activity including Hospital and Council Community Engagement Activities.
(b) Voluntary Emergency Management Activities inclusive of the definition of a recognised emergency management body.
(c) Jury Service as outlined below.

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

78.4 An employee who wants an absence from the employee's employment to be covered by this clause must give the employer notice of the absence.

78.5 The notice:
(a) must be given to the employer as soon as practicable (which may be a time after the absence has started); and
(b) must advise the employer of the period, or expected period, of the absence.

78.6 An employee who has given the employer notice of an absence under subsection 78.5 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

78.7 An employee other than a casual employee required to attend for jury service during their ordinary working hours will not be required to reimburse the amount paid in respect of their attendance for such jury service.

78.8 An employee will notify the employer as soon as possible of the date upon which they are required to attend for jury service.

78.9 Further, the employee will give the employer proof of attendance, the duration of such attendance and the amount received in respect of jury service.

79 CULTURAL & CEREMONIAL LEAVE

79.1 The parties to this Agreement recognise and value the cultural diversity of all Employees and therefore shall provide the opportunity for Employees who are required to observe days of cultural ceremonial and/or religious significance.

79.2 Where attendance requires time away from work, Employees may apply for any accrued leave to which they may be entitled and shall have reasonable access to time in lieu.
80 Study Leave
80.1 Study leave with pay shall be approved for Employees undertaking courses of study relevant to their position and approved by the MFB.
80.2 Leave without pay in addition to the paid study leave may be granted to Employees upon application to the MFB.
80.3 The MFB shall grant an Employee leave with pay for preparation and attendance and travel necessary for any examination or presentation ceremony associated with an approved course of study.
80.4 Reimbursement of the costs of fees and books shall be met by the MFB on successful completion of each module/subject for study relevant to their position and approved by the MFB.
80.5 At all times leave is subject to work requirements and determined on that basis.
80.6 During the life of this agreement the parties will develop policy and procedures to apply to the implementation of this clause.

81 Defence Force Leave
81.1 Leave of absence with pay may be granted for fourteen days in any year to any Employee who is a voluntary member of the Reserve Forces for the purpose of attending an annual training camp, and a further four days a year for the same purpose on the certification of the Commanding Officer of the particular service unit concerned that such additional days are required.
81.2 Where additional days are required for the purpose of service or travelling, requests for additional time off work shall be granted.

82 Blood Donors Leave
Any Employee who attends a recognised clinic for the purpose of donating blood during working hours shall be allowed the necessary leave of absence without loss of pay.

83 Industrial Training Leave
83.1 An employee who has been nominated by an employee organisation covered by the Agreement to attend a trade union training course shall be granted leave of absence on full pay for up to five days in any one calendar year or to ten days subject to the total leave for that year and in the subsequent year not exceeding ten days, provided that the training is likely to contribute to a better understanding of industrial relations by the employee.
83.2 Leave requested in excess of the days specified in 83.1 above will not be unreasonably refused by the MFB.
83.3 Leave under the provisions of 83.1 will be in addition to leave under provisions in 83.2.
Part Seven – Managing Work Performance, Counselling, Discipline, Termination & Retirement

84 COUNSELLING, MANAGING WORK PERFORMANCE AND DISCIPLINE

84.1 The provisions of this Agreement will apply to matters relating to managing work performance, misconduct and termination of employees, whether or not any other instrument (including State legislation) also purports to apply to unsatisfactory work performance and misconduct outcomes.

84.2 Clause 85 and 86 apply to all Employees except casual employees and Employees subject to a probationary period of employment.

84.3 Nothing in clauses 85 or 86 shall have the effect of altering or reducing the rights of an employee of the Employer in relation to Part 3-2 – Unfair Dismissal of the Fair Work Act 2009.

84.4 The Employee Code of Conduct means Code of Conduct for Victorian Public Sector Employees. Victorian Government policies (VPS Policy) do not form part of this Agreement.

84.5 Records relating to managing work performance or misconduct will be retained on the Employee’s personnel file. In circumstances where:

(a) The work performance or misconduct has been satisfactorily resolved; and

(b) There have been no further related incidents of unsatisfactory work performance or misconduct in the two year period since the completion of the work performance or misconduct process;

the employee may submit a written request that such records should be disregarded by the MFB. Upon receipt of such request, the MFB will remove the record(s) from the employee’s personnel file.

85 MANAGING WORK PERFORMANCE

85.1 The purpose of this clause is to:

(a) support Employees with unsatisfactory work performance to improve their performance to the required standard;

(b) ensure that unsatisfactory work performance is addressed expeditiously;

(c) reflect the public sector values of integrity, impartiality, accountability and respect with the aim of ensuring that Employees are treated fairly and reasonably; and

(d) provide a fair and transparent framework for action to be taken where an Employee continues to perform below the Employer’s expected standard.

85.2 Referred unsatisfactory work performance matters
The Employer may at any time elect, where there is reasonable cause, to manage the Employee's work performance in accordance with clause 86. Once an election has been made by the Employer under this clause, any matters that have arisen under the process in this clause may be considered in the process pursuant to clause 86. The Employee will be notified of the Employer's decision to manage the Employee's work performance in accordance with clause 86.

85.3 Meaning of unsatisfactory work performance
An Employee's work performance is unsatisfactory if the Employee fails to behave in the ways described in the Code of Conduct for Victorian Public Sector Employees as issued under section 61 of the Public Administration Act 2004 and in the ways described in the MFB's Workplace Behaviour Policy or perform to the required standards or expectations of their role.

85.4 Procedural fairness and natural justice to apply
(a) The process for managing unsatisfactory work performance will be consistent with the principles of procedural fairness and natural justice.
(b) All parties involved in the process will commit to completing it as quickly as practicable.
(c) Before commencing formal unsatisfactory work performance processes, the Employer must:
   (i) tell the Employee the purpose of the meeting;
   (ii) provide the Employee with a copy of the formal unsatisfactory work performance process to be followed as outlined in clause 85.9;
   (iii) provide a reasonable opportunity for the Employee to seek advice from the Union or a representative of their choice before the unsatisfactory work performance process commences; and
   (iv) allow the Employee the opportunity to provide details of any mitigating circumstances.
(d) The Employer must take into account any reasonable explanation of any failure by the Employee to participate before making a decision under this clause 85.

85.5 Employee representation
An Employee is entitled to be represented by a person of their choice (including a Union representative) at any stage of the formal review meetings of the unsatisfactory work performance management process.

85.6 Prior to commencing the process
Prior to commencing the formal unsatisfactory work performance process, the Employer must engage in discussions with the Employee, and:
(a) consider organisational or personal factors that play a role in the Employee's unsatisfactory work performance and consider
alternatives to the unsatisfactory work performance process to address the problem; and

(b) have a reasonable expectation that the Employee is capable of meeting the required level of performance. Where the Employer and Employee agree that the Employee is not capable of meeting the required level of performance the Employer may transfer the Employee to a suitable alternative position where reasonably practicable.

85.7 Informal Counselling

(a) Where the Employer considers that the Employee's performance is unsatisfactory, the Employer will initially engage in discussions with the Employee in order to:

(i) advise the Employee of the unsatisfactory work performance;

(ii) outline the standard required of the Employee;

(iii) allow the Employee an opportunity to detail organisational or personal factors that may be contributing to the Employee's unsatisfactory work performance;

(iv) give consideration to the Employee's response as provided in 85.7(a)(iii);

(v) identify appropriate support and assistance to enable the Employee to improve their work performance to the standard required, which may include: increased supervision; mentoring; training and professional development; coaching or other informal corrective action; and

(vi) provide the Employee with an opportunity to improve within a specified timeframe.

(b) The Employee will be advised of the consequences of not improving their performance within the specified period of time and of engaging in any further unsatisfactory work performance which may include commencement of the formal unsatisfactory work performance process.

85.8 Commencing the formal unsatisfactory work performance process

Where the Employer considers that informal attempts to address an Employee's unsatisfactory work performance have been unsuccessful, the Employer may proceed to formally manage the Employee's unsatisfactory work performance in accordance with, but not limited to, all or some of the following measures:

(a) increased supervision;

(b) mentoring;

(c) training and professional development;

(d) increased feedback;

(e) coaching; and
85.9 First stage – formal counselling

(a) The first stage of formal management of unsatisfactory work performance is formal counselling of the Employee. The Employer must:

(i) advise the Employee of the unsatisfactory work performance and confirm the commencement of the formal counselling stage;

(ii) outline the standard required of the Employee;

(iii) provide the Employee with an opportunity to respond within a reasonable timeframe;

(iv) give consideration to the Employee’s response as provided in 85.9(a)(iii); and

(v) provide the Employee with an opportunity to improve within a specified timeframe.

(b) The Employee will be advised of the consequences of not improving their performance within the specified period of time and of engaging in any further unsatisfactory work performance.

(c) A record of the formal counselling session will be placed on the Employee’s personnel file.

(d) The formal counselling record must indicate:

(i) the standard expected of the Employee;

(ii) where and how the Employee is not meeting this standard; and

(iii) the consequences if the Employee fails to improve their performance including that continued or repeated unsatisfactory work performance may result in termination of the Employee’s employment.

(e) If the Employer determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in clause 85.9(a)(v) the Employer will notify the Employee that:

(i) the formal unsatisfactory work performance process has been completed; and

(ii) no further action will be taken by the Employer unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.

A copy of this notification will be placed on the Employee’s personnel file.

85.10 Second stage – formal written warning
(a) The Employee will be given a formal written warning by the Employer, if:
   (i) the Employee's performance has not improved within the specified period following formal counselling in accordance with clause 85.9(a)(v); and/or
   (ii) the Employee engages in further unsatisfactory work performance.

(b) The Employer must:
   (i) advise the Employee of the unsatisfactory work performance;
   (ii) outline the standard required of the Employee; and
   (iii) provide the Employee with an opportunity to respond within a reasonable timeframe; and
   (iv) provide the Employee with an opportunity to improve within a specified timeframe.

(c) Before determining that a formal written warning will be issued, the MFB will give consideration to the Employee's response as provided in accordance with 85.10(b)(iii). Where relevant, the Employer will respond.

(d) The formal written warning must indicate:
   (i) the standard expected of the Employee;
   (ii) where and how the Employee is not meeting this standard; and
   (iii) the consequences if the Employee fails to improve their performance including that continued or repeated unsatisfactory work performance may result in termination of the Employee's employment.

(e) The formal written warning will be placed on the Employee's personnel file.

(f) If the Employer determines that the Employee has met the required standard of performance during the specified timeframe referred to in clause 85.10(b)(iv), the Employer will notify the Employee that:
   (i) the formal unsatisfactory work performance process has been completed; and
   (ii) no further action will be taken by the Employer unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.

A copy of this notification will be placed on the Employee's personnel file.

85.11 Third stage – final warning
(a) The Employee will be given a final written warning by the Employer if:

(i) the Employee’s performance has not improved within the specified time period following receipt of a formal written warning in accordance with clause 85.10(b)(iv); and/or

(ii) the Employee engages in further unsatisfactory work performance.

(b) The Employer must:

(i) advise the Employee of the unsatisfactory work performance;

(ii) outline the standard required of the Employee; and

(iii) provide the Employee with an opportunity to respond within a reasonable timeframe; and

(iv) provide the Employee with an opportunity to improve within a specified timeframe.

(c) Before determining that a final written warning will be issued, the MFB will give consideration to the Employee’s response as provided in accordance with 85.11(b)(ii). Where relevant, the Employer will respond.

(d) The final written warning must indicate:

(i) the standard expected of the Employee;

(ii) where and how the Employee is not meeting this standard; and

(iii) the consequences if the Employee fails to improve their performance including that continued or repeated unsatisfactory work performance may result in termination of the Employee’s employment.

(e) The final written warning will be placed on the Employee’s personnel file.

(f) If the Employer determines that the Employee has met the required standard of performance during the reasonable timeframe referred to in clause 85.11(b)(iv), the Employer will notify the Employee that:

(i) the formal unsatisfactory work performance process has been completed; and

(ii) no further action will be taken by the Employer unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.

A copy of this notification will be placed on the Employee’s personnel file.

85.12 Determination of unsatisfactory work performance outcome
(a) In the event that the Employee's performance has not improved within the specified time period following the process set out in clauses 85.10 and 85.11 and on receipt by the Employee of the final written warning in accordance with clause 85.11, the Employer will advise the Employee of the Employee's continued or repeated unsatisfactory work performance and provide the Employee with a reasonable opportunity to respond.

(b) After considering the Employee's performance and response (including any failure to respond) in accordance with clause 85.12(a), the Employer will determine the unsatisfactory work performance outcome that is to apply to the Employee.

(c) The possible outcomes are:

(i) assignment of the Employee to a role at a classification level or Value Range lower than the Employee's current classification level or Value Range; or

(ii) termination of the Employee's employment.

(d) The Employer will advise the Employee of the unsatisfactory work performance outcome in writing (record of unsatisfactory work performance outcome) and a copy will be placed on the Employee's personnel file.

(e) Where the Employer determines an unsatisfactory work performance outcome in accordance with 85.12(c)(i) (being the assignment of the Employee to a lower classification level or Value Range) the Employee will have the option of declining the unsatisfactory work performance outcome. In circumstances where the Employee determines to decline the unsatisfactory work performance outcome, the Employee:

(i) will notify the Employer in writing that the assignment to a lower classification level or Value Range has not been accepted, no later than five (5) working days from the date that the Employer notified the Employee of the outcome; and

(ii) agrees that as a result of the Employee's decision not to accept the unsatisfactory work performance outcome, the Employer will have the option to proceed to termination of employment in accordance with 85.12(c)(ii).

85.13 Disputes

Any dispute arising under this clause may only be dealt with in accordance with clause 16 (Dispute Resolution) when there has been a failure to comply with the procedure set out in this clause or when any of the following are placed on the Employee's personnel file in accordance with this clause (this may include whether clause 85 has been complied with in the Employer coming to a decision):

(a) a record of formal counselling;

(b) a formal written warning;
(c) a final written warning;
(d) a notification given to the Employee pursuant to clauses 85.9(b), 85.10(a) or 85.11(a); or
(e) a record of unsatisfactory work performance outcome.

86 MANAGEMENT OF MISCONDUCT

86.1 The purpose of this clause is to:
(a) establish procedures for managing misconduct or alleged misconduct of an Employee;
(b) provide for Employee alleged misconduct to be investigated and addressed expeditiously and with minimal disruption to the workplace;
(c) reflect the public sector values of integrity, impartiality, accountability and respect with the aim of ensuring that Employees are treated fairly and reasonably; and
(d) manage the Employee's performance in accordance with this clause 86 instead of clause 85 where the Employer determines that it would be more appropriate.

86.2 Meaning of misconduct
For the purposes of this clause, misconduct includes:
(a) a contravention of a provision of the Public Administration Act 2004 (Vic), the regulations to that Act, the Code of Conduct, the MFB's Workplace Behaviour Policy or a provision of any statute or regulation that applies to the Employee in the Employee's employment;
(b) improper conduct in an official capacity;
(c) a contravention, without a lawful and reasonable excuse, of a lawful direction given to the Employee as an Employee by a person authorised to give that direction;
(d) an Employee making improper use of their position for personal gain;
(e) an Employee making improper use of information acquired by the Employee by virtue of the Employee's position to gain personally, or for anyone else, financial or other benefits or to cause detriment to the VPS or the public sector; or
(f) serious misconduct such as theft, fraud, violence, or a serious breach of workplace health and safety.

86.3 Referred matters under clause 85
Any matters that have arisen under the management of unsatisfactory work performance process in clause 85 may be considered in the misconduct process pursuant to this clause 86.

86.4 Employee representation
An Employee is entitled to be represented by a person of their choice (including a Union representative) at any stage of the misconduct process.

86.5 Procedural fairness and natural justice to apply

(a) The process for managing Employee misconduct will be consistent with the principles of procedural fairness and natural justice.

(b) All parties involved in the misconduct process will commit to completing it as quickly as practicable.

(c) The Employer will:

(i) advise the Employee of the purpose of any meetings;

(ii) provide the Employee with a copy of the formal process to be followed;

(iii) provide a reasonable opportunity for the Employee to seek advice from the Union or a representative of their choice at any stage of the misconduct process; and

(iv) allow the Employee the opportunity to provide details of any mitigating circumstances.

(d) The Employer must take into account any reasonable explanation of any failure by the Employee to participate before making a decision under this clause 86.

86.6 Directions

(a) Where Employee misconduct is alleged, the Employer may do any of the following:

(i) make an initial assessment of the alleged misconduct before commencing the formal process to determine if an investigation is required in accordance with clause 86.9;

(ii) determine that it is appropriate to immediately commence an investigation of the alleged misconduct in accordance with clause 86.9;

(iii) direct the Employee to proceed immediately to perform alternative duties or work at an alternative place of work;

(iv) direct the Employee not to speak to other employees (excluding persons who are supporting the employee in the capacity of peer support, witness or support person) of the Employer about the matter or not to visit certain places of work; and/or

(v) suspend the Employee with pay.

(b) In the event that the Employer suspends the Employee with pay under clause 86.6(a)(v), the Employer will:

(i) review this decision no later than a date which is four weeks after the commencement of the suspension; and
(ii) confirm whether the suspension is to continue or is no longer necessary.

(c) The Employer will continue to review any decision regarding an Employee's suspension every four weeks thereafter, until the end of the misconduct process in accordance with this clause 86.

86.7 Advising the employee

(a) As soon as practicable after an allegation of misconduct has been made, and the Employer has determined in accordance with clause 86.6(a)(i) or clause 86.6(a)(ii) that an investigation is required, the Employer will advise the Employee of the alleged misconduct in writing.

(b) The written advice will contain the allegation/s of misconduct made about the Employee.

86.8 Admissions by Employee

(a) The Employee may at any stage elect to admit the alleged misconduct.

(b) If the Employee admits the alleged misconduct, the Employer may:
   (i) determine that further investigation is required (for example to investigate partial admissions, mitigating circumstances or other relevant issues); or
   (ii) may proceed immediately to the determination of the misconduct clause 86.11 by advising the Employee of the proposed discipline outcome and giving the Employee a reasonable opportunity to respond to the findings in accordance with clause 86.10.

86.9 Investigation of alleged misconduct

(a) Where an investigation is required, the Employer will appoint a person to conduct an investigation into the alleged misconduct. Where appropriate, the investigation may be conducted by the Employee's immediate manager. The appointed person must be impartial in the matter.

(b) The Employer will provide the Employee with an opportunity to speak to the investigator if the Employee wishes to do so.

(c) The investigation may include:
   (i) collecting any relevant materials;
   (ii) speaking with the Employee;
   (iii) speaking with any relevant witnesses;
   (iv) providing the Employee with specific particulars to allow the Employee to properly respond to the alleged misconduct;
   (v) seeking an explanation from the Employee; and
(vi) investigating any explanation made by the Employee for the purposes of verifying the explanation so far as possible.

(d) In relation to each allegation of misconduct, the investigator will make findings as to whether:

(i) the allegation is substantiated; or

(ii) the allegation is not substantiated.

(e) Where the investigator makes a finding that an allegation is not substantiated, which is accepted by the Employer, the misconduct process will conclude in relation to any such allegation and the Employee will be informed accordingly.

(f) Where the investigator makes a finding that the allegation is substantiated, the Employer will consider this information and propose a discipline outcome.

86.10 Opportunity for response by Employee

(a) As soon as practicable after the investigator has made a finding that any allegation of misconduct is substantiated, the Employee will be provided with the findings of the investigator and the proposed discipline outcome. The Employee will be provided with sufficient information to allow them a reasonable basis to respond.

(b) The Employee will be given a reasonable time to respond to the findings or the material and the recommended discipline outcome. Any response must be provided within the above reasonable time.

86.11 Determination of discipline outcome

(a) The Employer will consider:

(i) the findings of the investigator; and

(ii) any recommendations as to the appropriate disciplinary outcome; and

(iii) any response of the Employee (including any admission of misconduct under clause 86.8); and

(iv) any prior disciplinary outcomes,

and then determine the discipline outcome that is to apply to the Employee. The discipline outcome must not be disproportionate to the seriousness of the matter.

(b) The possible discipline outcomes are:

(i) no action;

(ii) performance management;

(iii) informal counselling;

(iv) formal counselling;

(v) formal warning;

(vi) final warning;
(vii) assignment of the Employee to a role at a classification level or Value Range lower than the Employee's current classification level or Value Range:

- Where no suitable positions are available at the Employee's existing work location, the disciplinary outcome may also include a transfer of the Employee to a different work location.
- Where the disciplinary outcome includes a transfer of the Employee to a different work location, this will not preclude the Employee from being entitled to payment of any applicable relocation allowance in accordance with this Agreement;

(viii) transfer of the Employee to a different work location at the Employee's current classification level (which will not preclude the Employee being entitled to payment of any applicable relocation allowance in accordance with this Agreement; or

(ix) termination of employment.

(c) The Employer will advise the Employee of the discipline outcome in writing (record of discipline outcome) and a copy will be placed on the Employee's personnel file.

(d) Where the Employer determines a discipline outcome in accordance with 86.11(b)(vii) or (viii) (being: the assignment of the Employee to a lower classification level or Value Range; or transfer of the Employee to a different work location), the Employee will have the option of declining the discipline outcome. In circumstances where the Employee determines to decline the discipline outcome, the Employee:

(i) will notify the Employer in writing that: the assignment to a lower classification level or Value Range; or the relocation transfer to a different work location; has not been accepted, no later than five (5) working days from the date that the Employer notified the Employee of the outcome; and

(ii) agrees that, as a result of the Employee’s decision not to accept the misconduct outcome, the Employer will have the option to proceed to termination of employment in accordance with 86.11(b)(ix).

86.12 Informing Employee who raised allegation of misconduct

If a process was conducted in accordance with this clause because of an allegation of misconduct by another Employee, the Employer must advise that Employee that the allegation has been dealt with in accordance with this clause, and may provide the Employee with other information as is reasonably practicable.

86.13 Disputes

Any dispute arising under this clause may only be dealt with in accordance with clause 16 (Dispute Resolution) when there has
been a failure to comply with the procedure set out in this clause or when any of the following are placed on the Employee’s personnel file in accordance with this clause (this may include whether clause 86 has been complied with in the Employer coming to a decision):

(a) a record of formal counselling;
(b) a formal written warning;
(c) a final written warning; or
(d) a record of discipline outcome.

87 TERMINATION OF EMPLOYMENT

87.1 An employee’s employment may not be terminated unless:

(i) the clauses 85 and 86 have been complied with

(ii) the employee and, if a union member, the union have been notified (unless the employee has indicated that they do not wish for the union to be notified) that the employer intends to terminate an employee’s employment.

(iii) However where the employer reasonably believes the employee has committed a criminal offence, clause 87.1(ii) may not apply however notification will occur as soon as practicable; and

(iv) in accordance with clause 16 (in particular clause 16.4) of this agreement, any dispute notified by the employee or the union in relation to the specific termination has been resolved. Such disputes may be escalated by the MFB to Step 4 of the Dispute Resolution process where appropriate.

87.2 Where the termination is in relation to alleged serious misconduct, clause 87.1(iv) will not apply. Any disputes in relation to whether a matter relates to serious misconduct (as defined by Regulation 1.07 of the Fair Work Regulations 2009) may be resolved via the Dispute Resolution process.

87.3 Where the dispute settlement procedure is utilised the parties must ensure that it is implemented expeditiously. For the purposes of clause 87, the status quo provision in clause 16.4 shall not operate to unreasonably delay decision making and the status quo provision shall not operate to prevent a decision being made during an appeal under Clause 16.6 of the procedure.

87.4 Notice of termination by the MFB

(i) In order to terminate the employment of an Employee, the MFB will 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 week</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</td>
<td>3 weeks</td>
</tr>
</tbody>
</table>
(ii) Employees over 45 years of age at the time of giving notice, with not less than two years' continuous service, are entitled to an additional week's notice.

(iii) Payment in lieu of notice will be made if the appropriate notice period or part of the appropriate notice period is not required to be worked by the MFB. Payment in lieu of notice will be calculated on the ordinary rate of pay that an Employee would have received had they remained employed and worked during the notice period.

(iv) The requirement for the MFB to provide notice does not apply in the case of summary dismissal for serious misconduct.

(v) For the purpose of this Agreement, serious misconduct is defined in accordance with section 12 of the Fair Work Act 2009 and Regulation 1.07 of the Fair Work Regulations 2009 (as amended).

(vi) Notwithstanding the foregoing provisions trainees who are engaged for a specific period of time shall once the traineeship is completed and provided that the trainee's services are retained have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of the traineeship and is re-engaged by the MFB within six months of such termination the period of traineeship shall be counted as service in determining any future termination.

(vii) 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. In addition and to avoid doubt Continuous Service also has the same meaning as provided for in Section 22 of the Fair Work Act.

87.5 Notice of termination by the Employee

(i) The notice of termination required to be given by an Employee is the same as that required of the MFB, except that there is no requirement on the Employee to give additional notice based on the age of the Employee.

(ii) If an Employee fails to give notice, the MFB 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 not provided by the Employee.

87.6 Time off during notice period

(i) Where the MFB has given notice of termination to an Employee, the Employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment.

(ii) The time off will be taken at times that are convenient to the Employee after consultation with the MFB.
88 REDUNDANCY

88.1 Where the MFB is contemplating changes to organisation, structure, staffing or work practices which may result in redundancy or redeployment, consultation will occur in accordance with Clause 11 of this Agreement. All options will be reviewed and explored, and every effort will be made to come to an agreement which facilitates change and minimises adverse effects on employees. To avoid doubt, agreement is not required.

88.2 If following a review of work practices or organisation it is determined to proceed with changes which the MFB believe will result in redundancy(s) then further consultation will occur as below:

i) Implementation of any solution to the redundancy should be well planned and consultation will take place between the parties prior to affected employees being given notice about the best solution. Reasonable time shall be given for discussions to be completed;  

ii) These discussions should also involve looking at other options for alternatives to redundancy including redeployment and/or retraining for the positions with the employer.  

iii) For the purposes of discussions the employer shall, as soon as practicable, provide in writing to the employees concerned and the relevant unions:

a. all relevant information about any proposed terminations, including reasons for the proposed redundancies;  
b. the number and categories of employees likely to be affected;  
c. the number of workers normally employed; and  
d. the period over which the redeployment retraining and/or redundancies will take place.

iv) Consultation will include discussions of measures to avoid terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

88.3 Redundancy occurs when the MFB decides that the MFB no longer wishes the job an Employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

88.4 Where the MFB has made a definite decision to make a position(s) redundant, the MFB will consult with the affected employee(s) and the relevant Union(s) in accordance with clause 12 (Introduction of Change).

88.5 The MFB shall also apply the VPS policy and principles in respect to redundancy and redeployment. Victorian Government policies do not form part of this Agreement.

89 TRANSITION TO RETIREMENT

89.1 Transition to Retirement
The parties recognise the benefits of implementing options for transition to retirement ("TTR"), including support to long-term employees and capacity to plan future staffing requirements.

The purpose of the transition to retirement scheme is to:

(a) provide a beneficial transition process for employees; and
(b) facilitate the retention and transfer of skills and knowledge prior the employee's leaving the workforce.

The provisions of this schedule establishes a transition to retirement scheme.

89.2 Participation

Participation in the transition to retirement scheme will be voluntary and by mutual agreement between the parties.

89.3 Eligibility

(a) An employee who wishes to request TTR arrangements must:

(i) be aged 56 years of age or over at the date of the proposed retirement;
(ii) have completed a minimum of five (5) years continuous service with MFB, prior to making such request; and
(iii) be intending to retire within the next two (2) years, unless otherwise agreed between MFB and the employee.

(b) An employee may request to TTR under the following arrangements:

(i) reduction or change of hours/ days of work;
(ii) job sharing;
(iii) project work (both within and outside of own department);
(iv) access to accrued recreation leave or long service leave on a regular or pattern basis; or
(v) any combination of the above;

during the Transition Period.

(c) With the exception of variations made for the purpose of TTR and in accordance with this clause, all other terms and conditions of employment will remain unchanged.

89.4 Process

(a) All requests for TTR arrangements will be by agreement between the employee and the MFB, in consultation with the employee's immediate supervisor. The decision to grant a request for TTR arrangements will not be unreasonably refused. Where such a request is refused, the MFB will provide reasons for such refusal in writing.
For the avoidance of doubt, refusal to grant a request for TTR may be subject to dispute in accordance with clause 16 of this Agreement.

(b) Employees who wish to request TTR arrangements, will make their request in writing to the Director, Human Resources (as amended). This request must include the following information:

(i) the proposed date of retirement;

(ii) the proposed duration of the TTR arrangements ("Transition Period");

(iii) details of:
- hours / days of work to be performed;
- accrued recreational or long service leave proposed to be taken;
- suggestions for the transfer of skills and knowledge; and
- any other personal circumstance (e.g. family/carer responsibilities or personal health considerations) that the employee wishes to be considered;

during the proposed Transition Period.

(c) Following receipt of the employee’s request per 89.4(b), the Director, Human Resources (or delegate) will contact the employee to arrange a meeting(s) between the employee and the employee’s supervisor/manager for the purpose of discussing options for TTR. The employee will have the option of inviting a support person or employee representative to the meeting(s).

(d) Following discussions per clause 89.4(c), the Director, Human Resources will respond to the employee’s request for TTR arrangements in writing, stating whether the request has been granted, declined (not approved), or requesting further information regarding the employee’s request for TTR arrangements.

(e) In the circumstance that the employee’s request for TTR arrangements has been granted, the MFB will provide the details of the TTR arrangements in writing for agreement by the employee ("Transition to Retirement Agreement").

(f) In the circumstance that an employee’s request for TTR arrangements is declined (not approved), the MFB will provide the reasons for the decline in writing. Such reasons will address in detail each of the criteria listed below and a full explanation of the consideration of each criteria.

(g) In determining requests for TTR arrangements, the MFB will have consideration for:
- the effect of approving the request, including the financial impact of doing so and the impact on efficiency,
productivity and customer service, other employees and
the MFB’s operations;
• the ability to organise work among existing employees;
• the ability to recruit/appoint a replacement/supplementary
employee or the practicality or otherwise of the
arrangements that may need to be put in place to
accommodate the employee’s request;
• the nature and duration of the TTR arrangements
requested;
• the reasons for the employee’s request for TTR
arrangements; and
• all benefits to the employee.

(h) The employee may request termination of the TTR Agreement
at any time by notifying the Director, Human Resources of this
request and the reasons supporting, in writing. Where the
employee requests to terminate the TTR Agreement:

(i) within the first three (3) months from the
commencement of the TTR Agreement, the employee
will return to the substantive position that the employee
held immediately prior to the commencement of the
TTR.

(ii) after the first (3) months from the commencement of
the TTR Agreement, the MFB will consider whether the
employee’s request is reasonable having consideration
for the employee’s financial and personal
circumstances, and the impact to the organisation
which may include the impact to persons appointed by
the MFB in order to accommodate the TTR. Where, it
is not possible for the employee to return to the
substantive position that the employee held
immediately prior to the commencement of the TTR,
the Director, Human Resources (or delegate) will
contact the employee to arrange a meeting(s) between
the employee and the employee’s supervisor/manager
for the purpose of discussing appropriate options.

An employee who seeks to terminate a TTR Agreement will
not be subject to disciplinary action as a consequence of the
employee’s request to terminate the TTR.

(i) In circumstances where the TTR Agreement includes:

(i) the training and/or mentoring of new/replacement
employees, such duties will not be regarded as an
increase in responsibility for the purposes of re­
classification of the employee’s position to a higher
level, or entitlement to higher duties allowance;

(ii) changes to the employee’s duties and responsibilities,
such changes may result in a review of the employee’s
Position Objectives in accordance with Schedule 1,
clause 3.9 of this Agreement; and

(iii) the taking of accrued recreational leave or long service
leave (free of duty) during an extended period during
the Transition Period, and immediately prior to the retirement date, may affect accrual of further leave entitlements during such period.

89.5 Financial Planning Advice

Where an employee is subject to a TTR Agreement, the employee will be entitled to claim reimbursement(s) for financial planning advice provided to the employee by a recognised and accredited Financial Planner up to a maximum of $1000.00. The TTR Agreement may include details of a re-payment schedule (and pre-authorisation of withholding) to address circumstances where the employee makes a decision to opt out of the TTR Agreement.

90 TRANSMISSION OF BUSINESS

90.1 Where a business is before or after the date of this Agreement transmitted from the employer in this sub-clause called 'transmitter') to another employer (in this subclause called the 'transmittee') and an Employee who at the time of such transmission was an Employee of the transmitter in that business becomes an Employee of the transmittee;

The continuity of the employment of the Employee shall be deemed not to have been broken by reasons of such transmission; and the period of employment which the Employee has had with the transmitter or any prior transmitter shall be deemed to be service of the Employee with the transmittee.

90.2 In this clause, qualified by the scope of this Agreement, 'business' includes trade, process, business or occupation and includes part of any such business and includes any activities of the MFB whether or not they form part of the identity of the MFB's business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has corresponding meaning.
The Metropolitan Fire and Emergency Services Board Corporate & Technical Employees Agreement 2017 is made and approved under Part 2-4 of the Fair Work Act 2009. It is an enterprise agreement between the Metropolitan Fire and Emergency Services Board and its employees whose employment is subject to this Agreement.

Signed on behalf of the employer, MFB, by an authorised representative

Signature of representative

[Signature]

Date

13.9.17

Name of representative (print)

Russell Giddings

Address

Metropolitan Fire & Emergency Services Board
456 Albert Street
East Melbourne VIC 3002

Position held

Chief Executive Officer

Signed on behalf of the ASU by an authorised representative

Signature of representative

[Signature]

Date

14.9.17

Name of representative (print)

Lisa Darmanin

Address

[Address]

Position held

Branch Executive President

Signed on behalf of the UFU by an authorised representative

Signature of representative

[Signature]

Date

14.9.17

Name of representative (print)

Pete James Newbold

Address

410 Brunswick St
Fitzroy 3065

Position held

Branch Secretary
SCHEDULE 1: CLASSIFICATION STRUCTURE

1. CLASSIFICATION STRUCTURE
1.1. The classification structure and salary ranges are set out in Schedule 2.

2. DESCRIPTORS
2.1. Descriptors for each classification level are provided below in clause 5 of this Schedule.
2.2. The descriptors are designed to provide a guide on the appropriate classification level of any position, highlighting the following typical attributes for a role within a respective classification:
   • Key characteristics;
   • General responsibilities;
   • Nature and scope of the role; and,
   • Description of work required.
2.3. Each descriptor is designed to be read in its entirety. The inclusion or exclusion of particular words or phrases should not be given disproportionate emphasis.
2.4. The descriptors are designed to be referenced for all positions across all functions within a particular classification. Therefore, it is not expected that any single position would be able to demonstrate every work, competency or technical requirement expressed in the descriptor.
2.5. Descriptors are the primary reference for determining the classification of new roles and the reclassification of existing or modified roles and in resolution of any disputes arising. Point factor analysis such as the Mercer CED process shall be utilised as a secondary reference to assist in resolving disputed classifications and the like.

3. PROGRESSION THROUGH PAYPOINTS
3.1 Employee progression through Paypoints occurs subject to and in accordance with the processes under this clause.
3.2 Paypoint progression assessment occurs each year for all employees on the anniversary date. The anniversary date is the date that:
   a) The employee commenced the employment;
   b) Existed immediately prior to the transition to the classification structure in accordance with the Metropolitan Fire and Emergency Services Board Corporate and Technical Employees Agreement 2013; or
   c) If the employee is reclassified to a higher classification (other than through transition per 3.2(b)), the date the Employee commenced the higher classification.
3.3 Employees shall progress each year on the anniversary date unless performance during the previous 12 month period is determined,
through the process in this clause, not to have met the agreed ‘Position Objectives’. The performance requirements relate to the position not to a particular paypoint. Incremental progression is not a performance pay system (which rewards discretionary effort) or a means of ranking the performance of employees. The Paypoints are not points of defined work value. The system is designed to recognise experience to ensure that the objectives of a position are met and that managers and employees are involved in facilitating the meeting of those objectives.

3.4 Progression to the next Paypoint shall occur from the anniversary date where at least one of the following applies:

a) An employee has performed the Position Objectives as a whole at a satisfactory level and received an overall assessment of 'Position Objectives met'.

b) A manager has not provided feedback during the twelve month period.

c) Extraneous factors beyond the control of the employee or special individual employee circumstances have impeded the ability to perform the objective (e.g. 3.11).

d) A manager fails to complete and advise the outcomes of the twelve month cycle in accordance with 3.13.

e) A manager does not arrange and/or facilitate the matters in Clause 3.10

f) An employee engages with the employee's manager in the process set out in Clause 3.10 and 3.13.

3.5 An employee shall in respect to the Position Objectives as a whole be assessed as:

a) "Position Objectives Met"; or

b) "Position Objectives not met".

The employee shall also be assessed in respect to each Position Objective. An employee who meets each objective shall progress.

In the event that an employee is assessed as not meeting a particular objective, then this does not necessarily mean that the employee receives an overall assessment of "Position Objectives Not Met". In making the assessment the manager shall take into account performance over the 12 month period. For example, an employee who has, including through feedback and or training, overcome performance concerns during the year and is consistently meeting the objective at the end of the year will be assessed as meeting the objective(s).

A manager may make an assessment that the employee meets the Position Objectives as a whole where they believe it appropriate to do so. To assist in this process of making an overall assessment, a manager may make an assessment of "Position Objectives Consistently Met" where an objective has been consistently met throughout the 12 month period. In this situation, where an employee is assessed as "Position Objective Consistently Met" they shall receive
a score of 2 points. Where they are assessed as "Position Objectives Met" they shall receive a score of 1 point, and where they are assessed as "Position Objectives Not Met" they shall receive a score of 0 points. The employee shall progress to the next paypoint if the overall score equals or exceeds the number of Position Objectives.

3.6 In setting and assessing the Position Objectives, Managers and Employees will take into account the combination of capability, productivity, performance, and professionalism required in the role consistent with the position description and the classification descriptor.

3.7 Where an employee is promoted to a higher classification during their twelve month cycle, the Employee will commence a new 12 month cycle (refer to clause 3.2(c) of the Schedule) in accordance with clause 3.10. The effective date of the promotion will become the employee's new anniversary date for the purposes of their 12 month period.

3.8 Where an employee transfers to a position which has the same classification as the preceding position during the 12 month period, the Employee's anniversary date and 12 month period will not change. At transfer to the new position, the Employee's Manager in the preceding position will conduct the assessment for the time spent in the role. The Manager of the new position will complete the process with the Employee. At the completion of the 12 month period the two managers will determine an aggregate assessment for discussion with the employee.

3.9 Where, in accordance with the provisions of this agreement, an employee's position is restructured, the manager and employee will review and, if required, amend the position description. If this results in a reclassification to a higher classification then a new 12 month period will commence. If reclassification to a higher classification does not result then the manager and the employee will review and may mutually agree on variation to the Position Objectives during the 12 month period.

3.10 Within 28 days of the end of the 12 month period every employee, with their manager, will:

a) Review competencies, tasks and responsibilities to ensure it is a true and accurate reflection of the position description and is consistent with the relevant classification descriptor; and,

b) Establish a set of Position Objectives which are agreed between the manager and the employee as follows:

(i) Position Objectives must be recorded on the progression assessment proforma.

(ii) There must be up to five agreed Position Objectives to be attained throughout the 12 month period.

(iii) Each measure must be objective, assessable and concise and reflect the core and normal/standard requirements of the role. The Position Objectives may include descriptions of
functions to be undertaken by a position and or descriptions of core levels of output for particular positions.

c) The MFB will implement an electronic system for the purpose of recording the position description per 3.10(a) and position objectives per 3.10(b). The recording of the position description and the position objectives in the electronic system will commence no later than twelve months from the introduction of such electronic system.

3.11 Extraneous factors beyond the control of the employee which may significantly impede the employee's ability to achieve the agreed Position Objectives must be taken into account. In such circumstances, the Manager and Employee may, if required, review and mutually agree on a variation to a Position Objective during the 12 month period or where it would be unfair for the employee to be assessed the employee may progress without assessment.

3.12 During the 12 month period managers will provide employees with informal and formal feedback about their performance against the Position Objectives. Such feedback is to be provided as required. Managers shall provide assistance including training opportunities where there are concerns regarding an employee meeting objectives or where an employee reasonably requests such assistance. Feedback for this purpose is quite separate from any process associated with discipline including for underperformance.

3.13 Within 28 days prior to the conclusion of the 12 month period the manager is required to assess each employee reporting to the manager and submit an assessment and any other feedback via the electronic system. Paypoint progression shall be implemented within this 28 day period and paid from the anniversary date. In the unlikely event that a manager does not complete an assessment on conclusion of the 12 month period, the employee shall progress to the next paypoint. In the event that a manager decides that the employee shall not advance to the next paypoint the manager shall provide in writing full and detailed reasons as to why the decision has been made.

3.14 To avoid doubt, grievances in relation to this clause, including in relation to review of position descriptions, setting agreed Position Objectives and a decision not to provide an employee with pay progression will be dealt with through the Dispute Resolution clause (refer to clause 16 of the Agreement).

3.15 To avoid doubt, with respect to a dispute regarding a manager's nomination, the merit and process regarding such nomination may be disputed by employees via the Dispute Resolution process in clause 16. Where it is determined via such process that an employee shall progress to the next paypoint, such progression shall be effective from the date the Paypoint progression was due.

3.16 An employee shall not be disadvantaged in respect to progression due to the utilisation of the terms and conditions of employment under the Agreement including utilisation of leave and Workers Compensation related Leave. However an employee must have attended the workplace for more than an aggregate of three months in a 12 month
period to be eligible for progression with exception to employees who are absent from work:

a) with an accepted and active workers' compensation claim; or,

b) due to serious illness or injury; or,

c) due to parental leave;

d) due to external secondment;

e) Where different treatment would be discriminatory; or

f) In exceptional circumstances where MFB may grant exemption.

3.17 A mutually agreed arrangement between the MFB, the Employee and the host organisation shall be established prior to the commencement of an external secondment in respect to Position Objectives and annual review process.

3.18 Where an Employee will be absent due to planned leave at the end of the 12 month period, the employee and their Manager shall, at least two weeks prior to the employee departing on leave, complete the assessment process against the Position Objectives. In the event that the employee and the manager, through oversight or ignorance, do not undertake the assessment process prior to departure on leave, the employee shall not be disadvantaged in respect to progression and payment, and the assessment shall be completed upon the employee's return.

3.19 A decision by a Manager that an employee shall not progress to the next paypoint shall not be used for any other purpose except in relation to Paypoint progression. Any such decision will cease to be relevant 12 months after it is made.

3.20 To avoid doubt, where a dispute arises about the implementation of the processes in this clause, employees will be entitled to representation, including from their union.

4. TOP OF RANGE PERFORMANCE BASED PAYMENT

4.1. On completion of a 12 month period, employees who are at the top paypoint or paid in excess of their respective classification band shall receive an annual one-off lump sum payment equivalent to 2% of the employee's base salary if the employee attains a performance rating by their manager of 'Position Objectives met'.

4.2. The process as set out in Clause 3 of this Schedule will also apply in determining the top of range performance based payment.
5. WORK LEVEL DESCRIPTORS

Level 1

<table>
<thead>
<tr>
<th>MFB 1</th>
<th>Notional Work Value up to 90 Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Band Profile</td>
<td></td>
</tr>
</tbody>
</table>

Positions at this level provide defined services to MFB that are incidental to its core business. Roles are typically entry level administrative, support or operational roles that undertake work according to specification, guidelines or clear instruction.

<table>
<thead>
<tr>
<th>Work Level Features</th>
<th>Typical Roles</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Level 1 positions require the knowledge and skills to understand and apply clerical or operational work procedures</td>
<td>• Entry level administrative support</td>
</tr>
<tr>
<td>• Positions at this level may require some secondary school education with basic levels of reading, writing and numeracy</td>
<td>• Trainees and apprentices</td>
</tr>
<tr>
<td>• Work is task focused – the position would typically undertake a narrow range of related tasks</td>
<td></td>
</tr>
<tr>
<td>• Work is performed using established routines, methods and procedures and there is limited scope to deviate from these</td>
<td></td>
</tr>
<tr>
<td>• Positions at this level could be expected to maintain a system of accurate records, provide information to others or operate equipment in accordance with prescribed standards</td>
<td></td>
</tr>
<tr>
<td>• Basic communication skills are required to convey information to others</td>
<td></td>
</tr>
<tr>
<td>• Positions at this level work under close direction, with work and content quality checked by others</td>
<td></td>
</tr>
<tr>
<td>• Deviations from procedures or practices or unfamiliar situations are referred to higher levels</td>
<td></td>
</tr>
</tbody>
</table>

Technical Capability

- At a minimum, basic numeracy and literacy skills
- Knowledge of relevant procedures, guidelines and instructions relating to the tasks performed

Progression Statement: Grade 1 → Grade 2

Progression to the next level would typically require:
- The performance of a broader range of tasks
- Additional work experience and specific training
- A sound understanding of work procedures and the application of technology or work practices to be able to work with less supervision
- Greater involvement in resolving problems within a range of options
- Understanding client needs, determining which services would best meet those needs and having input as to how these services are provided
## Level 2

<table>
<thead>
<tr>
<th>MFB 2</th>
<th>Work Value 91 – 135 Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Band Profile</strong></td>
<td></td>
</tr>
<tr>
<td>Positions at this level provide defined services that allow MFB to perform its daily operations and meet client needs. Roles are typically administrative, support or operational.</td>
<td></td>
</tr>
</tbody>
</table>

### Work Level Features

<table>
<thead>
<tr>
<th>Typical Roles</th>
</tr>
</thead>
<tbody>
<tr>
<td>• More experienced trainees and apprentices</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Work Level Features</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Level 2 positions usually require some secondary school education with competency acquired after on-the-job training and/or short courses which cover training in procedures, equipment usage, product knowledge or customer service techniques</td>
</tr>
<tr>
<td>• Once incumbents are competent, it is expected they know what to do and how to do it in accordance with established procedures with some supervision provided</td>
</tr>
<tr>
<td>• Positions typically perform a defined range of tasks which may include gathering information, assessing content, processing applications or work scheduling within established procedures, guidelines or instructions</td>
</tr>
<tr>
<td>• Positions may be involved in solving problems by choosing from a limited range of options and following set procedures</td>
</tr>
<tr>
<td>• Positions at this level could be expected to maintain a system of accurate records, provide information to others or operate equipment in accordance with prescribed standards</td>
</tr>
<tr>
<td>• Sound communication skills are required to interpret needs and convey factual information to others</td>
</tr>
<tr>
<td>• Workflow is usually determined by the requests or instructions of internal or external clients and stakeholders</td>
</tr>
<tr>
<td>• Incumbents may make minor changes to work schedules or sequences</td>
</tr>
</tbody>
</table>

### Technical Capability

| Knowledge and skills to understand and apply essential operational work procedures |
| An understanding of their work area, the organisation and its processes |
| Knowledge of work standards, guidelines and processes relevant to the role |

### Progression Statement: Grade 2 → Grade 3

Progression to the next level would typically require:

| • Several years of work experience together with secondary school education and some vocational training |
| • The ability to perform their role with a degree of independence in determining how services should be delivered |
| • Extensive knowledge about the tasks they undertake, with minimal instruction or guidance from others |
MFB CORPORATE, TECHNICAL & OPERATIONAL SUPPORT EMPLOYEES AGREEMENT 2017

## Level 3

<table>
<thead>
<tr>
<th>MFB 3</th>
<th>Work Value 136 – 200 Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Band Profile</strong></td>
<td></td>
</tr>
<tr>
<td>Positions at this level are typically experienced or supervisory administrative and functional support roles requiring a solid understanding of the relevant subject matter, organisational processes and appropriate technical skills. This level also includes para-professional positions that apply specialist training.</td>
<td></td>
</tr>
<tr>
<td><strong>Work Level Features</strong></td>
<td><strong>Typical Roles</strong></td>
</tr>
<tr>
<td>- Level 3 positions usually require secondary school education, vocational training and several years work experience</td>
<td>- EDRMS Support Officer</td>
</tr>
<tr>
<td>- Positions are typically operational and administrative in nature, requiring the application of skills, experience and knowledge of the work area</td>
<td>- Health &amp; Safety Administrative Officer</td>
</tr>
<tr>
<td>- Knowing what to do and how to do it with limited instruction and guidance is expected for most tasks undertaken at this level</td>
<td>- Public Education Administration Officer</td>
</tr>
<tr>
<td>- Understanding of equipment capability and extensive knowledge of products and quality standards are required to organise and undertake the work and to explain to others what is practical and possible</td>
<td>- General Services Officer</td>
</tr>
<tr>
<td>- Positions require the application of sound communication skills to interpret needs and convey factual information either within the work area or with external contacts</td>
<td>- Finance &amp; Credit Officer</td>
</tr>
<tr>
<td>- Positions perform day to day tasks with a degree of independence and responsibility</td>
<td>- Records Standards Officer</td>
</tr>
<tr>
<td>- Positions are expected to exercise judgement regarding the tasks within their area of control, particularly to ensure that timeliness and quality standards are met</td>
<td>- Archivist</td>
</tr>
<tr>
<td>- Tasks are performed in accordance with established procedures</td>
<td>- Diversity Support Officer</td>
</tr>
<tr>
<td>- The solution of problems may require the exercising of limited judgement, however direction would be available from existing guidelines, procedures, regulations and precedents</td>
<td></td>
</tr>
<tr>
<td>Technical Capability</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>• Knowledge gained through secondary education combined with work experience and vocational training</td>
<td></td>
</tr>
<tr>
<td>• Knowledge of policies, processes and operational standards relevant to the job</td>
<td></td>
</tr>
<tr>
<td>• Sound written and communication skills</td>
<td></td>
</tr>
<tr>
<td>• Experience in organising work priorities to meet deadlines</td>
<td></td>
</tr>
<tr>
<td>• Capability to identify areas of improvement within the work area</td>
<td></td>
</tr>
</tbody>
</table>

**Progression Statement: Grade 3 → Grade 4**

Progression to the next level would typically require:

- The ability to lead small teams and/or extensive experience in their field
- The ability to solve more complex problems without reference to higher levels
- The scope to influence established guidelines or techniques that affect the way work is performed
- Application of professional standards, training or education to investigate, analyse and diagnose problems and initiate rectification
MFB CORPORATE, TECHNICAL & OPERATIONAL SUPPORT EMPLOYEES AGREEMENT 2017

Level 4

MFB 4  Work Value 201 – 285 Points

Band Profile

Technical and operational positions and senior administrative positions that provide sound advice and recommendations or enhance and redefine operational practices within guidelines. These roles may supervise other staff.

<table>
<thead>
<tr>
<th>Work Level Features</th>
<th>Typical Roles</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Level 4 positions require detailed knowledge gained through an advanced Certificate or Diploma or specialist training for technical positions, or knowledge in planning, directing, coordinating, financial control or workforce deployment for operational positions</td>
<td>• Research Officer</td>
</tr>
<tr>
<td>• Technical positions at this level are either specialists or leading practitioners and are required to demonstrate expertise and competence within a particular discipline</td>
<td>• Technical Officer</td>
</tr>
<tr>
<td>• Operational stream positions at this level require specialised knowledge and management skills across a range of different areas</td>
<td>• Project Management Officer</td>
</tr>
<tr>
<td>• Decision-making requires discretion and judgement, and may include the application of legislation, standards, systems and frameworks</td>
<td>• Archives Coordinator</td>
</tr>
<tr>
<td>• Alternative courses of action exist and discretion is required to resolve problems, though the influences to be taken into account when assessing different alternatives are few, and effective choice can be readily learned</td>
<td></td>
</tr>
<tr>
<td>• Positions that provide a service may modify or enhance products or operational practice within existing policy or regulatory guidelines. Positions exercise a degree of flexibility in the manner in which a well-understood service is provided but share accountability for the delivery of that service</td>
<td></td>
</tr>
<tr>
<td>• Advisory positions are required to provide sound advice and recommendations, however these positions are typically one of several equally reliable sources of advice available or in an area where defined policy covers most issues</td>
<td></td>
</tr>
<tr>
<td>• Positions at this level require the ability to obtain co-operation or assistance in the administration of well-defined activities, communicating with counterparts in other divisions, subordinates, peers and management to exchange information and discuss technical, commercial or administrative issues</td>
<td></td>
</tr>
<tr>
<td>Technical Capability</td>
<td></td>
</tr>
<tr>
<td>-----------------------</td>
<td></td>
</tr>
<tr>
<td>Knowledge and skills to understand and apply the functions, methods, structures and operations of the work area</td>
<td></td>
</tr>
<tr>
<td>At a minimum, positions with a technical, administrative or commercial focus have an Advanced Certificate or Diploma (or equivalent competence), specialist training or extensive experience in the diagnosis and resolution of technically advanced problems</td>
<td></td>
</tr>
<tr>
<td>Professionals at this level would be recent graduates with little experience and working under close supervision</td>
<td></td>
</tr>
<tr>
<td>Well developed problem solving skills, sound reasoning, and investigative/analytical abilities</td>
<td></td>
</tr>
<tr>
<td>Knowledge and capacity to interpret and apply relevant legislation, policies and procedures</td>
<td></td>
</tr>
</tbody>
</table>

**Progression Statement: Grade 4 → Grade 5**

Progression to the next level would typically require:

- Higher order supervisory skills, covering a greater diversity of tasks
- Ability to operate independently and autonomy to negotiate directly with clients
- The incumbent to be highly influential or a leader with respect to service delivery or technical processes
MFB CORPORATE, TECHNICAL & OPERATIONAL SUPPORT EMPLOYEES AGREEMENT 2017

Level 5

<table>
<thead>
<tr>
<th>MFB 5</th>
<th>Work Value 286 – 390 Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Band Profile</td>
<td></td>
</tr>
</tbody>
</table>

Positions at Level 5 are typically coordinators who may be supervising a small team, or professional positions (Senior Officers) that are capable of assigning work and reviewing the work of others. Positions may manage a specific operational activity or provide sound advice within MFB.

<table>
<thead>
<tr>
<th>Work Level Features</th>
<th>Typical Roles</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Level 5 positions generally require proficiency in applying established professional or commercial disciplines. They may have tertiary qualifications or equivalent</td>
<td>• Accounts Payable Supervisor</td>
</tr>
<tr>
<td>• Positions may require several years of experience and including involvement in a range of challenging projects, or may be management positions with experience in work planning, scheduling, evaluation of area outcomes, designing work practices and managing workflows and the quality of work produced</td>
<td>• Senior Research Officer</td>
</tr>
<tr>
<td>• Work spans a diverse range of tasks</td>
<td>• Financial Accounting Supervisor</td>
</tr>
<tr>
<td>• Positions require proficient interpersonal skills; supervisory roles negotiate performance plans, motivate, encourage and support team members, and provide regular and timely feedback on performance</td>
<td>• Coordinator EDRMS Support &amp; Development</td>
</tr>
<tr>
<td>• Well developed written and oral communication skills are required at this level in order to obtain the co-operation and assistance of others to resolve administrative and operational issues; the ability to persuade and influence effectively is also required</td>
<td></td>
</tr>
<tr>
<td>• Positions at this level are typically expected to adapt or modify the techniques and processes used to perform the work in order to meet requirements</td>
<td></td>
</tr>
<tr>
<td>• Problems range in complexity – generally the positions will work to, and be guided by, established precedents, delegations and practice</td>
<td></td>
</tr>
<tr>
<td>• Service positions provide a technical, specialist or commercial service that is critical and necessary for others to make decisions</td>
<td></td>
</tr>
<tr>
<td>• Advisory positions provide sound advice and recommendations which influence the decisions made by others within the constraints of policy guidelines and professional standards</td>
<td></td>
</tr>
<tr>
<td>• Positions are accountable for the integrity, reliability and validity of the advice or service provided. The position may seek and use advice, information and opinion from others in forming the advice and the quality of advice or service is reviewed by supervisors, peers or other experts</td>
<td></td>
</tr>
</tbody>
</table>
### Technical Capability

- A degree or equivalent competence, together with substantial work experience in a relevant area
- Extensive subject matter knowledge
- Developing the capacity to understand, analyse and interpret business plans and strategies, commercial and financial practices and how the organisation is structured and operates

### Progression Statement: Grade 5 → Grade 6

Progression to the next level would typically require:

- Significant experience, possibly a postgraduate or second degree and managerial skills
- The capability to regularly modify or adapt of guidelines, methods and policies
- The ability to undertake complex investigations and recommend solutions or alternative courses of action
- Being the recognised reference point in a particular discipline
- Being considered senior in the discipline
Levels 6

MFB 6

Band Profile

Positions at Level 6 are typically experienced professionals or managers who may manage or coordinate a discrete unit, or hold a middle management position. Positions require organisational skills to coordinate internal and external resources and activities to achieve specific targets for which they are accountable. Level 6 includes specialised positions reporting to a manager that have a general (not detailed) understanding of the work.

Work Level Features

- Level 6 positions are typically managing an area requiring many years of experience in a discipline. Some roles may have postgraduate qualifications.
- Positions may manage several related activities. Positions need to co-ordinate with a range of stakeholders, and the work is typically diverse, i.e. covering various topics/issues or products with varying disciplines/practices or processes.
- Positions require well developed communication skills in order to obtain commitment from others in the pursuit of business objectives. Positions may need to display tact and diplomacy to communicate sensitive issues such as when dealing with complaints or individual performance issues. The positions may also be required to convince and persuade others to adopt a particular course of action.
- Development or modification of operational methods or specific operational policies, practices and standards is undertaken by the position; however, this is constrained to a degree by subject matter, precedent or methodology.
- Problem resolution is frequent requirement of positions, however problems are generally resolved according to existing organisational knowledge and experience.
- Positions are typically advisory, providing sound or expert advice and counsel although MFB has ready access to advice from a number of sources and there is an established body of knowledge in the area.
- Positions may be specialised in a sub-discipline, such as fire safety, and provide advice to others who have a sound knowledge of the general discipline or where the supervisor's focus is on management rather than technical issues.
- Positions may provide advice that initiates new developments and policy, service delivery or professional practice.
- Positions may be a recognised reference point within MFB in relation to policy, precedent or best practice and provide leadership in an important area of advice.

Typical Roles

- Quality Coordinator
- Building Surveyor
- Manager Records & Document Management Services
- Business Development Manager
- Operations Manager - Portables
- Manager Planner & Research / Corporate Planner
- Manager Legal Services & Compliance
### MFB CORPORATE, TECHNICAL & OPERATIONAL SUPPORT EMPLOYEES AGREEMENT 2017

<table>
<thead>
<tr>
<th>MFB 6</th>
<th>Work Value 391 – 630 Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Technical Capability</strong></td>
<td></td>
</tr>
<tr>
<td>• Formal qualifications in a relevant discipline</td>
<td></td>
</tr>
<tr>
<td>• Demonstrated capacity to understand, analyse and interpret business plans and strategies, commercial and financial practices and how the organisation is structured and operates</td>
<td></td>
</tr>
<tr>
<td>• Well developed skills in a particular discipline gained through many years of experience in the field</td>
<td></td>
</tr>
<tr>
<td>• Experience and proven capacity to lead a team of professional and support staff</td>
<td></td>
</tr>
<tr>
<td>• Excellent interpersonal skills to represent the MFB in relevant forums, and promote the organisation to stakeholders</td>
<td></td>
</tr>
<tr>
<td>• Ability to contribute to strategy development and decision making as part of the management team within the directorate</td>
<td></td>
</tr>
<tr>
<td>• Demonstrated leadership in the area of operation</td>
<td></td>
</tr>
<tr>
<td>• Demonstrated capability in a relevant field of specialisation or expertise</td>
<td></td>
</tr>
<tr>
<td><strong>Progression Statement: Grade 6 → Grade 7/8</strong></td>
<td></td>
</tr>
<tr>
<td>Progression to the next level would typically require:</td>
<td></td>
</tr>
<tr>
<td>• Significant experience and / or substantial line management skills and highly specialised skills in a particular discipline</td>
<td></td>
</tr>
<tr>
<td>• Increased management responsibility requiring the integration of a number of different areas</td>
<td></td>
</tr>
<tr>
<td>• The provision of advice that affects the design and provision of major programs</td>
<td></td>
</tr>
<tr>
<td>• Interpretation, implementation or development of business strategies, systems and operational plans</td>
<td></td>
</tr>
<tr>
<td>• The ability to undertake complex investigations and recommend solutions or alternative courses of action</td>
<td></td>
</tr>
<tr>
<td>• Organisation-wide influence</td>
<td></td>
</tr>
</tbody>
</table>
Level 7

<table>
<thead>
<tr>
<th>MFB 7</th>
<th>Notional Work Value 531 – 699 Points</th>
</tr>
</thead>
</table>

**Band Profile**

Positions are senior technical specialists and/or managers that plan, organise, direct and/or lead the work of others. They rely on their significant experience to lead and develop specific organisational strategies and/or actively contribute to the development of business plans and strategies, and typically have significant staff responsibilities.

<table>
<thead>
<tr>
<th>Work Level Features</th>
<th>Typical Roles</th>
</tr>
</thead>
<tbody>
<tr>
<td>▪ Level 7 positions demand specialised technical skills or broad management and leadership skills in order to plan, organise, direct and lead the work of other Managers</td>
<td>▪ Manager Dangerous Goods</td>
</tr>
<tr>
<td>▪ Management positions perform a leadership role in control of a department and are responsible for the achievement of end results</td>
<td>▪ Finance &amp; Administration Manager</td>
</tr>
<tr>
<td>▪ Senior technical specialists fill an advisory function that the organisation is reliant upon. Their expertise is such that only leading subject matter experts external to MFB are sufficiently knowledgeable to challenge their recommendations</td>
<td></td>
</tr>
<tr>
<td>▪ Positions need to understand the nature of MFB and work collaboratively with other managers to position MFB to meet major challenges</td>
<td></td>
</tr>
<tr>
<td>▪ Positions may be expected to represent MFB and explain the purpose and direction of MFB to key stakeholders, other managers and senior professionals</td>
<td></td>
</tr>
<tr>
<td>▪ Roles may manage a professional team and be required to lead and motivate others to cooperate in resolving conflicts over priorities, or persuade others to adopt particular procedures, methods or strategies</td>
<td></td>
</tr>
<tr>
<td>▪ Positions operate in a complex and dynamic environment where novel problems are frequently arising, new methods are regularly required, there is no readily available source of advice or guidance and resolution of issues may break new ground for MFB</td>
<td></td>
</tr>
<tr>
<td>▪ Positions may manage a significant budget with substantial operating autonomy and delegations, and have the freedom to determine end results, but are bound by broad practice and policy guidelines, and subject to direction from the organisation’s executives. Short term or limited changes may be introduced without higher-level approval</td>
<td></td>
</tr>
</tbody>
</table>

**Technical Capability**

▪ Experience and proven capacity to lead a team of professional and support staff, or drive technical excellence in a critical area of the organisation
▪ Excellent interpersonal skills to represent MFB in relevant forums, and promote the organisation to stakeholders
▪ Ability to contribute to strategy development and decision making as part of the management team within the directorate
▪ Demonstrated leadership in area of operation
Level 8

**MFB 8**

<table>
<thead>
<tr>
<th><strong>Band Profile</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Positions are business critical roles accountable for high risk areas and require scarce, highly specialised skills or an extremely in-depth understanding of MFB and the environment in which it operates.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Work Level Features</strong></th>
<th><strong>Typical Roles</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Level 8 positions demand highly specialised skills to understand and apply complex, yet conventional, methods and techniques within a particular discipline</td>
<td>• General Counsel</td>
</tr>
<tr>
<td>• Positions have an organisation-wide influence by shaping, monitoring and developing business plans, formulating new policies and practices and providing professional opinions that influence the overall direction taken by significant business areas</td>
<td>• Manager Application Services</td>
</tr>
<tr>
<td>• Positions lead major projects or business units and stimulate the development of strategies to resolve problems and have a major influence on areas that are critical to MFB</td>
<td></td>
</tr>
<tr>
<td>• Senior technical specialists fill an advisory function that the organisation is reliant upon. Their expertise is such that they are considered leading subject matter experts, not just within MFB, but more broadly within their field</td>
<td></td>
</tr>
<tr>
<td>• Positions provide authoritative specialist advice on novel or new issues (the quality and integrity of which they are fully accountable), where the body of knowledge is limited, where other sources of advice are not readily available, or where the recipient of the advice is not familiar with the detail of the subject matter</td>
<td></td>
</tr>
<tr>
<td>• Position accountabilities are crucial to the achievement of organisational objectives, such that the loss of position incumbents poses significant risks, not just to the immediate directorate, but the organisation</td>
<td></td>
</tr>
<tr>
<td>• Positions may be required to develop long-term strategies of a specialist nature</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Technical Capability</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Highly specialised skills and deep technical capability; expert in a particular discipline</td>
</tr>
<tr>
<td>• Leadership skills and the ability to foster commitment to the organisation’s values and culture, internally and externally</td>
</tr>
<tr>
<td>• Ability to contribute to strategy development and decision making</td>
</tr>
<tr>
<td>• Demonstrated advanced knowledge and expertise in area of specialisation</td>
</tr>
</tbody>
</table>
SCHEDULE 2: WAGE ADJUSTMENTS

1. The following table outlines wage adjustments set out in Clause 37.1

1.1. Clause 37.1(a) for the first increase of 5.00% - effective from the first full pay period commencing on or after the Commencement Date;

1.2. Clause 37.1(b) for the second increase of 3.75% - effective from the first full pay period commencing on or after 7 April 2018;

1.3. Clause 37.1(c) for the third increase of 3.75% - effective from the first full pay period commencing on or after 7 April 2019; and

1.4. Clause 37.1(d) for the fourth increase of 3.5% - effective from the first full pay period commencing on or after 7 April 2020.

1.5. Employees whose salary is in excess of the top pay point for their respective classification shall have their salary adjusted by the percentages set out in clause 37.1.

<table>
<thead>
<tr>
<th>MFB 1</th>
<th>MFB 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Paypoint</strong></td>
<td><strong>At Certification</strong></td>
</tr>
<tr>
<td><strong>Paypoint</strong></td>
<td><strong>At Certification</strong></td>
</tr>
<tr>
<td>1</td>
<td>40,186.43</td>
</tr>
<tr>
<td>2</td>
<td>40,567.24</td>
</tr>
<tr>
<td>3</td>
<td>41,753.43</td>
</tr>
<tr>
<td>4</td>
<td>42,668.00</td>
</tr>
<tr>
<td>5</td>
<td>43,767.28</td>
</tr>
<tr>
<td>6</td>
<td>44,256.87</td>
</tr>
<tr>
<td>7</td>
<td>45,101.16</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MFB 3</th>
<th>MFB 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Paypoint</strong></td>
<td><strong>At Certification</strong></td>
</tr>
<tr>
<td><strong>Paypoint</strong></td>
<td><strong>At Certification</strong></td>
</tr>
<tr>
<td>1</td>
<td>57,393.55</td>
</tr>
<tr>
<td>2</td>
<td>59,516.12</td>
</tr>
<tr>
<td>3</td>
<td>60,668.44</td>
</tr>
<tr>
<td>4</td>
<td>60,320.36</td>
</tr>
<tr>
<td>5</td>
<td>63,020.84</td>
</tr>
<tr>
<td>6</td>
<td>63,220.70</td>
</tr>
<tr>
<td>7</td>
<td>64,476.74</td>
</tr>
<tr>
<td>8</td>
<td>65,742.90</td>
</tr>
<tr>
<td>9</td>
<td>67,030.68</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MFB 5</th>
<th>MFB 6</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Paypoint</strong></td>
<td><strong>At Certification</strong></td>
</tr>
<tr>
<td><strong>Paypoint</strong></td>
<td><strong>At Certification</strong></td>
</tr>
<tr>
<td>1</td>
<td>84,770.70</td>
</tr>
<tr>
<td>2</td>
<td>86,460.88</td>
</tr>
<tr>
<td>3</td>
<td>89,165.72</td>
</tr>
<tr>
<td>4</td>
<td>89,863.71</td>
</tr>
<tr>
<td>5</td>
<td>91,855.72</td>
</tr>
<tr>
<td>6</td>
<td>93,655.03</td>
</tr>
<tr>
<td>7</td>
<td>96,310.48</td>
</tr>
</tbody>
</table>
### MFB CORPORATE, TECHNICAL & OPERATIONAL SUPPORT EMPLOYEES AGREEMENT 2017

#### MFB 7

<table>
<thead>
<tr>
<th>Paypoint</th>
<th>At Certification</th>
<th>First Increase 5.00%</th>
<th>Second Increase 3.75%</th>
<th>Third Increase 3.75%</th>
<th>Fourth Increase 3.5%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>118,992.73</td>
<td>124,042.42</td>
<td>129,927.76</td>
<td>134,998.80</td>
<td>139,195.91</td>
</tr>
<tr>
<td>2</td>
<td>121,347.38</td>
<td>127,414.75</td>
<td>133,292.80</td>
<td>138,202.93</td>
<td>143,165.29</td>
</tr>
<tr>
<td>3</td>
<td>123,740.42</td>
<td>129,936.89</td>
<td>136,060.52</td>
<td>141,136.98</td>
<td>146,262.15</td>
</tr>
<tr>
<td>4</td>
<td>126,198.89</td>
<td>132,508.83</td>
<td>139,647.91</td>
<td>144,833.93</td>
<td>149,823.50</td>
</tr>
<tr>
<td>5</td>
<td>128,698.22</td>
<td>135,133.13</td>
<td>142,301.02</td>
<td>147,655.14</td>
<td>152,648.17</td>
</tr>
<tr>
<td>6</td>
<td>131,243.78</td>
<td>137,805.97</td>
<td>141,973.09</td>
<td>148,335.20</td>
<td>153,525.93</td>
</tr>
</tbody>
</table>

#### MFB 8

<table>
<thead>
<tr>
<th>Paypoint</th>
<th>At Certification</th>
<th>First Increase 5.00%</th>
<th>Second Increase 3.75%</th>
<th>Third Increase 3.75%</th>
<th>Fourth Increase 3.5%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>132,136.47</td>
<td>138,743.29</td>
<td>145,946.16</td>
<td>154,344.14</td>
<td>163,677.39</td>
</tr>
<tr>
<td>2</td>
<td>135,411.08</td>
<td>142,191.01</td>
<td>147,513.42</td>
<td>153,046.17</td>
<td>161,551.75</td>
</tr>
<tr>
<td>3</td>
<td>138,686.93</td>
<td>146,619.81</td>
<td>151,980.96</td>
<td>158,744.67</td>
<td>162,322.18</td>
</tr>
<tr>
<td>4</td>
<td>141,960.12</td>
<td>149,058.13</td>
<td>154,647.81</td>
<td>160,447.10</td>
<td>166,062.73</td>
</tr>
</tbody>
</table>

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SCHEDULE 3: ALLOWANCES

The following allowances, except the Standby Allowance, shall be increased at the dates and by the percentages set in clause 37.1:

<table>
<thead>
<tr>
<th>Allowance</th>
<th>At Certification</th>
<th>First Increase 5.00%</th>
<th>Second Increase 3.75%</th>
<th>Third Increase 3.75%</th>
<th>Fourth Increase 3.5%</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Aid Allowance (Clause 45)</td>
<td>$15.25 per week</td>
<td>$16.01 per week</td>
<td>$16.81 per week</td>
<td>$17.63 per week</td>
<td>$18.60 per week</td>
</tr>
<tr>
<td>Meal Allowance (Clause 50)</td>
<td>$16.46</td>
<td>$17.28</td>
<td>$18.03</td>
<td>$19.25</td>
<td></td>
</tr>
<tr>
<td>Tool Allowance (Clause 52)</td>
<td>$16.25 per week</td>
<td>$17.04 per week</td>
<td>$17.84 per week</td>
<td>$18.64 per week</td>
<td>$19.85 per week</td>
</tr>
<tr>
<td>Standby Allowance (Clause 57.10)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$450.62 per week</td>
</tr>
</tbody>
</table>

Accommodation and Incidentals (Clause 47)

<table>
<thead>
<tr>
<th></th>
<th>At Certification</th>
<th>First Increase 5.00%</th>
<th>Second Increase 3.75%</th>
<th>Third Increase 3.75%</th>
<th>Fourth Increase 3.5%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Capital Cities</td>
<td>Other Places in Australia</td>
<td>Part day absence</td>
<td>Capital Cities</td>
<td>Other Places in Australia</td>
</tr>
<tr>
<td>Breakfast</td>
<td>$25.72</td>
<td>$25.72</td>
<td>$21.14</td>
<td>$27.01</td>
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</tr>
<tr>
<td>Lunch</td>
<td>$36.44</td>
<td>$36.44</td>
<td>$24.20</td>
<td>$38.26</td>
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</tr>
<tr>
<td>Dinner</td>
<td>$51.04</td>
<td>$51.04</td>
<td>$41.76</td>
<td>$53.59</td>
<td>$53.59</td>
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<tr>
<td>Bed</td>
<td>$211.85</td>
<td>$163.03</td>
<td>$13.82</td>
<td>$222.55</td>
<td>$171.18</td>
</tr>
<tr>
<td>Incidentals</td>
<td>$26.02</td>
<td>$26.02</td>
<td></td>
<td>$27.32</td>
<td>$27.32</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Second Increase 3.75%</th>
<th>Third Increase 3.75%</th>
<th>Fourth Increase 3.75%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Capital Cities</td>
<td>Other Places in Australia</td>
<td>Part day absence</td>
</tr>
<tr>
<td>Breakfast</td>
<td>$29.07</td>
<td>$26.02</td>
<td>$23.03</td>
</tr>
<tr>
<td>Lunch</td>
<td>$41.18</td>
<td>$39.69</td>
<td>$36.36</td>
</tr>
<tr>
<td>Dinner</td>
<td>$57.69</td>
<td>$55.60</td>
<td>$52.49</td>
</tr>
<tr>
<td>Bed</td>
<td>$239.56</td>
<td>$230.90</td>
<td>$230.90</td>
</tr>
<tr>
<td>Incidentals</td>
<td>$29.40</td>
<td>$28.34</td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE 4: SUPPORTED WAGE

1. This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement. In the context of this clause, the following definitions will apply:

1.1. Supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in Supported Wage System: Guidelines and Assessment Process.

1.2. Accredited assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual’s productive capacity within the supported wage system.

1.3. Disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

1.4. Assessment instrument means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

2. Eligibility criteria

2.1. Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

2.2. This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

2.3. This clause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the Disability Services Act, or if a part only has received recognition, that part.

3. Supported wage rates

3.1. Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this agreement for the class of work which the person is performing according to the following schedule:
<table>
<thead>
<tr>
<th>Assessed capacity</th>
<th>Prescribed rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>(23.4)</td>
<td></td>
</tr>
<tr>
<td>10%*</td>
<td>10%</td>
</tr>
<tr>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td>30%</td>
<td>30%</td>
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<td>40%</td>
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<td>60%</td>
<td>60%</td>
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<tr>
<td>70%</td>
<td>70%</td>
</tr>
<tr>
<td>80%</td>
<td>80%</td>
</tr>
<tr>
<td>90%</td>
<td>90%</td>
</tr>
</tbody>
</table>

3.2. Provided that the minimum amount payable shall be not less than $84 per week (as amended from time to time in accordance with the National Minimum Wage Order).

3.3. Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

4. Assessment of capacity

For the purpose of establishing the percentage of the agreement rate to be paid to an employee under this agreement, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

4.1. The employer and a union covered by the agreement, in consultation with the employee or, if desired by any of these;

4.2. The employer and an accredited assessor from a panel agreed by the parties to the agreement and the employee.

5. Lodgement of assessment instrument

5.1. All assessment instruments under the conditions of this clause, including the appropriate percentage of the agreement wage to be paid to the employee, shall be lodged by the employer with the Fair Work Commission.

5.2. All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is covered by the agreement, is not a party to the assessment, it shall be referred by the Fair Work Commission to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

6. Review of assessment
The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the supported wage system.

7. Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rata basis.

8. Workplace adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee’s capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

9. Trial period

9.1. In order for an adequate assessment of the employee’s capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

9.2. During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

9.3. The minimum amount payable to the employee during the trial period shall be no less than $84 per week (as amended from time to time in accordance with the National Minimum Wage Order).

9.4. Work trials should include induction or training as appropriate to the job being trialled.

9.5. Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under paragraph 4 hereof.

10. This clause shall be reviewed during the life of the agreement.
SCHEDULE 5: CLASSIFICATION COMMITTEE

There shall be a Classification Committee operating within the Metropolitan Fire and Emergency Services Board in accordance with the following:

1. Functions

   a) The Classification Committee is empowered to consider and determine applications for reclassification/classification of employees or existing and newly created positions where the employer and the applicable employee(s) and/or representative have been unable to agree on the classification level.

   b) The Classification Committee shall determine disputes relating to higher duties.

   c) The Classification Committee is empowered to consider and determine applications of employees where the MFB and the applicable employee(s) and/or representative have been unable to agree.

   d) Applications to the Committee may be made:

      i) By an individual employee or a group of employees;

      ii) By a union representing an Employee or group of Employees;

   e) Provided that, with respect to applications for reclassification/classification of positions or employees, such applications must initially be sent to the Director of Workplace Relations (or nominated delegate) ("Workplace Relations") who has twenty clear working days from the date of receipt to process the request and determine the appropriate classification level. If the applicant is not satisfied with the decision or if a decision has not been reached by the expiration of twenty clear working days, the applicant may apply directly to the Classification Committee.

   f) Applications lodged with Workplace Relations are to be in accordance with the standard format as agreed between the employer and the Unions.

2. Composition

   The Classification Committee shall comprise:

   a) An independent Chairperson of appropriate status and experience who is agreed upon by the MFB and the Unions and funded by the employer.

   b) When the Chairperson is unavailable, or considers a conflict of interest may exist, having first informed the MFB and the Unions of the nature of the conflict of interest, a Deputy Chairperson who has been agreed upon by the employer and the Unions shall be assigned.

   c) One nominee of the Union shall be a person not having a direct interest or involvement in the matter under consideration.

   d) An equal number of MFB nominees to the union nominees, who shall be persons not having a direct interest or involvement in the matter under consideration.

3. Proceedings

   a) All classification decisions of the Committee shall be by a majority vote. Each Committee member (including the Chairperson or Deputy) shall have an equal vote.

   b) The Committee shall act in accordance with the principles of natural justice and procedural fairness.

   c) The Committee shall regulate its own procedures.

   d) The MFB shall provide a secretary for the purposes of recording minutes and providing clerical support.
4. Powers

The Committee shall determine:

a) The appropriate level of the classification of the position;

b) Any other alternative course of action deemed appropriate in the circumstances.

c) The operative date of a decision, be it retrospective or prospective.

d) A decision of the committee shall be binding upon all parties to the matter under consideration, the employer, its employees and the employee representative.

5. Procedure

a) Applications for a hearing before the Committee shall be submitted in writing to Workplace Relations setting out the basis of such application.

b) All applications to the Committee will be acknowledged in writing. Workplace Relations will make the necessary arrangements for the Committee to convene within fourteen working days of receipt of application.

c) The applicant and the MFB shall have the right to appear before the Committee to state their case; the applicant shall be entitled to be represented.

d) It shall be the responsibility of the Committee to verify the accuracy and validity of any material put before it and to raise relevant issues with the respective employer and employee representatives at the Committee hearing.

e) No party shall be entitled to formal legal representation provided that this shall not prevent an employee representative or employer who has legal qualifications from carrying out their normal role to the Committee before considering the matter.

f) All relevant papers with respect to an application will be made available to the Committee at least ten working days prior to the Committee considering the matter.

g) All decisions of the Committee shall be in writing and must include full and proper reasons of the committees decision. Decisions shall be made available to all parties within seven days of the meeting of the Committee at which the decision was made.

h) A member of the committee shall not divulge the voting of the committee.

i) A party appearing before the Committee shall be granted:

   i) The necessary time off without loss of pay or employment benefits provided in this agreement, for the purpose of attending the hearing;

   ii) All fares and reasonable expenses, in accordance with this agreement, incurred in attending hearings.
IN THE FAIR WORK COMMISSION
FWC Matter No.: AG2017/4234

Undertakings provided under section 190 of the Fair Work Act 2009 (Cth)

In relation to the Metropolitan Fire and Emergency Services Board Corporate & Technical Employees Agreement 2017 (Agreement), the Metropolitan Fire and Emergency Services Board (MFB) provides the following undertakings:

1 Nominal expiry date
Notwithstanding clause 4 of the Agreement, the nominal expiry date of the Agreement is four years from the approval of the Agreement by the Fair Work Commission.

2 Shift workers
If an employee covered by the Agreement is rostered to shift work, the MFB would treat the employee as a "shift worker" for the purposes of the additional week of annual leave if they satisfy the following definition of a shift worker:

“For the purposes of the additional week of annual leave provided for in the NES, a shift worker is a seven day shift worker who is regularly rostered to work on Sundays and public holidays.”

In the event that an employee is rostered to perform shift work and they satisfy the above definition of a “shift worker”, the MFB will provide the employee with an additional week of annual leave.

3 Redundancy
Notwithstanding clause 88.5 of the Agreement, employees covered by the Agreement will be entitled to redundancy pay of no less than the amount provided for in the NES.

Elizabeth Holley
Executive Director People and Culture
On behalf of the Metropolitan Fire and Emergency Services Board
3 November 2017