

COUNTRY FIRE AUTHORITY / UNITED FIREFIGHTERS UNION OF AUSTRALIA OPERATIONAL STAFF ENTERPRISE AGREEMENT 2010

PART A - CONDITIONS APPLYING TO ALL EMPLOYEES

1. TITLE

This agreement shall be known as the Country Fire Authority / United Firefighters Union of Australia Operational Staff Enterprise Agreement 2010.

2. ARRANGEMENT

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3. OBJECTIVES

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

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

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

3.1.2. enhanced job security for current and future employees

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

- 3.1.4. provision of a healthy and safe working environment, with due regard to the safety of employees and the public
 - 3.1.5. respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin
 - 3.1.6. resources and working arrangements to enable the CFA to meet new and changing local service delivery requirements.
- 3.2. Nothing in this clause is taken to affect:
- 3.2.1. Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation.
 - 3.2.2. An employee, employer or registered organisation pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.
 - 3.2.3. The exemptions in the Act.

4. PERIOD OF OPERATION

- 4.1. This agreement shall come into force from a date 7 days after the date it is approved and will remain in force until 30 September 2013. This agreement shall remain in force until replaced by a new agreement.
- 4.2. The parties agree that all wages and conditions payable under this agreement shall be payable as if this agreement was in force from the 1st of December 2009. This includes back pay to the 1st of December 2009.
- 4.3. Subject to this agreement, the parties agree that they shall bargain collectively in relation to any matter whether arising from this agreement or not and in relation to the renewal, extension or variation of this agreement.

5. RENEGOTIATION AND REVIEW

The parties to this agreement agree to commence negotiations on a new agreement six months prior to the expiry date of this agreement.

6. APPLICATION OF AGREEMENT

6.1. This agreement, including its schedules, applies to and covers:

6.1.1. The Country Fire Authority (CFA) and any successor, assignee or transmittee of all or part of the CFA's business or activities (whether or not that successor, assignee or transmittee is engaged in the business of fire prevention or suppression).

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

6.1.3. All employees who are engaged in or performing work that is or may be performed by an employee engaged in a classification or occupation referred to in this agreement.

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

7. STRUCTURE AND APPLICATION OF AGREEMENT

7.1. The agreement consists of parts A, B, C, D, E, F and G.

7.2. Part A of this agreement applies to all employees.

7.3. Part B of this agreement – Conditions applying to Firefighters and Station Officers – applies to employees referred to in clause 67.

7.4. Part C of this agreement – Conditions applying to Operations Managers/Operations Officers – applies to employees referred to in clause 100.

- 7.5. Part D of this agreement – Conditions applying to Communications Technical Services Officer – applies to employees referred to in clause 124.
- 7.6. Part E of this agreement – Conditions applying to Protective Equipment Department Employees – applies to employees referred to in clause 132.
- 7.7. Part F of this agreement – Conditions applying to Practical Area Drill Employees – applies to employees referred to in clause 142.
- 7.8. Part G of this agreement – Conditions applying to Fire Service Communication Employees – applies to employees referred to in clause 153.

8. RELATIONSHIP TO PARENT AWARD AND PREVIOUS AGREEMENTS

- 8.1. This agreement supersedes all the provisions in the Country Fire Authority/United Firefighters Union Operational Staff Agreement 2008.
- 8.2. While this agreement applies, none of the following awards, transitional awards or award based transitional instruments apply to the CFA or any of the employees to whom this agreement applies:
 - 8.2.1. Victorian Firefighting Industry Employees Interim Award 2000;
 - 8.2.2. Fire Fighting Industry Award 2010.

9. OBLIGATIONS

9.1. Obligations on the CFA

- 9.1.1. If a term or condition of this agreement confers an entitlement or benefit on an employee, CFA will comply with that term or condition and provide that entitlement or benefit.
- 9.1.2. If a term or condition of this agreement imposes an obligation on the CFA with respect to an employee, the CFA will comply with that obligation.

9.2. **Obligations on both parties**

- 9.2.1. If a term or condition of this agreement places an obligation on a party to do or refrain from doing an act or thing, the party will comply with that term or condition.
- 9.2.2. If a term or condition of this agreement confers an entitlement or benefit on a party, the other party will comply with that term or condition.
- 9.2.3. If a term or condition of this agreement permits a party to do an act or thing, the other party will permit that act or thing to be done.

10. **VARIATION OF AGREEMENT**

Where it is agreed, the parties bound by this agreement may apply to FWA to vary the agreement or replace it with another agreement.

11. **DEFINITIONS**

- 11.1. **Act** means the Fair Work Act 2009.
- 11.2. **Appointed station** means the station of the brigade to which a Firefighter or Station Officer is appointed.
- 11.3. **CFA Act and/or regulations** means the Country Fire Authority Act 1958 (Vic) (No 6228) and Regulations as amended from time to time, or any successor to that Act.
- 11.4. **FWA** means Fair Work Australia.
- 11.5. **Continuous service** means service under an unbroken contract of employment and includes any period of leave or absence provided for in this agreement or agreed to by the parties to this agreement.
- 11.6. **Duty station** means the station at which a Firefighter or Station Officer is carrying out his or her normal duties, whether the Appointed Station or not.

- 11.7. **Employee** means an employee covered by this agreement (unless the context otherwise requires).
- 11.8. **Employer** means Country Fire Authority (unless the context otherwise requires).
- 11.9. **Union** means the United Firefighters Union of Australia.
- 11.10. **Career Firefighter** means a paid employee as contemplated by this agreement.
- 11.11. **Recruit Firefighter** means a probationary employee who is undertaking the recruit training course.
- 11.12. **Firefighter Level 1** means an employee who has successfully completed the recruit training course.
- 11.13. **Firefighter Level 2** means an employee who has completed twelve months service and has successfully completed all Firefighter Level 1 modules.
- 11.14. **Firefighter Level 3** means an employee who has completed 24 months service and has successfully completed all Firefighter Level 2 modules.
- 11.15. **Qualified Firefighter** means an employee who has completed a minimum of 36 months service with the CFA and has successfully completed all Firefighter Level 3 modules.
- 11.16. **Qualified Firefighter (with Leading Firefighter qualifications)** means an employee who is eligible for promotion to Leading Firefighter.
- 11.17. **Senior Firefighter** means an employee who is currently appointed to this classification.
- 11.17.1. If the employee has completed the requirements of the Leading Firefighter transitional arrangements he or she is deemed to be the equal of a Leading Firefighter for the purposes of determining eligibility for:

- (a) Attendance at courses conducted both internally and externally;
- (b) Transfer and/or promotion to a vacant position; and
- (c) Any other related matter.

- 11.18. **Leading Firefighter** means a Qualified Firefighter who has completed all Firefighter Levels 1, 2 and 3 modules, all Leading Firefighter qualifications and assessment.
- 11.19. **Station Officer** means an appointed Officer who has completed a minimum of five years service with the CFA, with at least one year at Leading Firefighter (or Qualified Firefighter with Leading Firefighter qualifications) with the CFA and successfully completed the Station Officer modules and CFA Station Officer assessment. It also includes any employee who was employed as a Fire Officer 1 at the time of approval of this agreement.
- 11.20. **Senior Station Officer** means an appointed Officer who has been a Station Officer (and/or Fire Officer 1) and completed the Senior Station Officer modules and completed a minimum of one year service with the CFA at the Station Officer (and/or Fire Officer 1 Level). It also includes any employee who was employed as a Fire Officer 2 at the time of approval of this agreement. The parties agree to review the minimum one year service requirement as a prerequisite, in relation to its adequacy in the context of experience in managing fire ground incidents.
- 11.21. **Fire Officer 1** means an appointed Officer who has completed a minimum of five years service with the CFA, with at least one year at Leading Firefighter (or Qualified Firefighter with Leading Firefighter qualifications) with the CFA, and successfully completed the Fire Officer 1 modules and CFA Fire Officer 1 assessment or is currently a Fire Officer 1.
- 11.22. **Fire Officer 2** means an appointed Officer who has completed a minimum of two years service at the Fire Officer 1 Level and has successfully completed the Fire Officer 2 modules or is currently a Fire Officer 2.

- 11.23. **Instructor** means a person appointed to a position of instructor in accordance with clause 99.1.
- 11.24. **Operations Officer** means an employee appointed to perform the duties of this classification equivalent to those specified in Schedule 13.
- 11.25. **Operations Manager** means an employee appointed to perform the duties of this classification equivalent to those specified in Schedule 13
- 11.26. **Communications Technical Service Officer (CTSO)** means a technical employee employed in the Communications Operations Technical Services Department.
- 11.27. **Protective Equipment Technician** is an employee employed in the Protective Equipment Department who performs duties associated with the maintenance and commissioning of personal protective equipment.
- 11.28. **PAD Operator** means an employee employed to perform duties relating to the operation of the practical area drill.
- 11.29. **PAD Supervisor** means an employee employed in a supervisory role relating to the operation of the practical area drill.
- 11.30. **Fire Service Communication Controller** means an employee covered by Part G.

12. FLEXIBILITY ARRANGEMENTS

- 12.1. An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the arrangement deals with when leave is to be taken in accordance with clause 59;

- (b) the arrangement meets the genuine needs of the employer and employee in relation to the matter mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

12.2. The employer 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.

12.3. The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise 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 his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

12.4. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

12.5. The employer or 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 employer and employee agree in writing — at any time.

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

13. CONSULTATIVE PROCESSES

13.1. Consultation

Consultation means the full, meaningful and frank discussion of issues/proposals and the consideration of each party's views, prior to any decision. Committees established for the purpose of implementing aspects of this agreement are part of the consultative process.

13.2. CFA / UFU Consultative Committee

The parties agree to establish a CFA/UFU Consultative Committee comprising people involved in the decision making processes of both organisations.

The Committee's terms of reference, membership and working arrangements will be negotiated by the parties within six months of this agreement being lodged.

13.3. **Enterprise Bargaining Implementation Committee**

- 13.3.1. The parties are committed to effective consultation and communication throughout the CFA. As a demonstration of that commitment, the parties have undertaken to continue to operate an Enterprise Bargaining Implementation Committee (EBIC) to facilitate the implementation of this agreement and ongoing workplace reform.
- 13.3.2. The Committee comprises equal numbers of management and employee representatives as determined by the respective parties, and decision-making will be by consensus.
- 13.3.3. 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.
- 13.3.4. The Committee will program meetings on a regular basis (initially at least monthly) and communicate the outcomes of meetings to employees covered by this agreement.
- 13.3.5. The respective parties, at their own initiative, may require the endorsement of their constituents in relation to proposals for change. No proposals for change arising from this agreement shall be implemented without referral to the Enterprise Bargaining Implementation Committee.
- 13.3.6. The aims of the Enterprise Bargaining Implementation Committee will be to:
- (a) consult where provisions in this agreement require consultation:
 - (b) monitor the implementation of this agreement.

- (c) consider and make recommendations regarding issues arising under this agreement.
- (d) provide a mechanism for employee input into the implementation of this agreement. Thus providing an opportunity to utilise employee knowledge and experience to provide a mechanism for improving communication and cooperation between the CFA and its employees.

13.3.7. 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 EBIC at a later date.

13.4. **Operation of Consultative Committees**

13.4.1. Consultative Committees convened under this agreement will meet at times and localities which cause the least disruption to the operations of the Authority.

13.4.2. Where the UFU nominees are serving Authority employees the following will apply:

- (a) When the employee is on duty, arrangements will be made to facilitate his or her attendance at meetings without loss of pay.
- (b) When a meeting occurs while the employee is off duty, the employee will be paid for the time involved at overtime rates.

13.4.3. There is not a set number of representatives for any Committee. Nomination will be consistent with the task to be undertaken and the required expertise.

13.4.4. All Committees established under this agreement are recommendatory in nature and will operate on the basis of consensus when developing recommendations.

- 13.4.5. When a UFU representative who is a CFA employee travels to a meeting on days when the person is not on duty, the following shall occur;
- (a) The person shall be provided with a vehicle to enable him/her to travel to the meeting. This shall be by way of CFA car or hire car to travel to and from the meeting. As a last resort the person may by agreement use his/her own vehicle and receive the appropriate vehicle allowance as prescribed in the agreement for each kilometre travelled;
 - (b) In the case of a person who requires air travel he/she shall be provided with air travel from his/her location to Melbourne and return. Such transport shall be arranged and paid for by the CFA. Travel to and from the airport to the meeting venue shall be provided by way of car hire or taxi as appropriate.
 - (c) Payment for travel time shall be as provided for in this agreement based on the distance between the persons work station and the station at which the meeting is being held or at a station of equivalent distance where the meeting is being held at a venue which is not a current career fire station.
 - (d) Payment for the time spent flying to and from the person's location to Melbourne Airport will be paid for at single time rates. In addition, the allowance prescribed in this agreement is to be paid for travel from Melbourne Airport to the meeting and return.
 - (e) Employees travelling to and from the same work location are to travel in the same vehicle wherever possible.
 - (f) The above matters in 13.4.5 with the exception of payment of airfares and transport for employees requiring air travel and vehicle allowance for the use of private vehicles are to apply when CFA employees who are UFU representatives attend meetings on days when they are not on duty.

- (g) UFU will normally limit participation by CFA employees to no more than three on the basis that CFA will not unreasonably withhold agreement to UFU requests for greater numbers of participants. Requests for more than three representatives must be agreed between the parties before the relevant meeting occurs.

14. INTRODUCTION OF CHANGE

Where the employer wishes to implement significant change in matters pertaining to the employment relationship in any of the workplaces covered by this agreement, the provisions of clause 13 will apply.

15. DISPUTE RESOLUTION

15.1. This dispute resolution process applies to all matters arising under this agreement, which the parties have agreed includes:

- 15.1.1. all matters for which express provision is made in this agreement;
and
- 15.1.2. all matters pertaining to the employment relationship, whether or not express provision for any such matter is made in this agreement;
and
- 15.1.3. all matters pertaining to the relationship between the CFA and UFU, whether or not express provision for any such matter is made in this agreement, and
- 15.1.4. all matters arising under the National Employment Standards.

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

15.2. To ensure effective consultation between the employer, its employee(s) and the union on all matters, the following procedure shall be followed in an effort to achieve a satisfactory resolution of any dispute or grievance:

- 15.2.1. Step 1 The dispute shall be submitted by the union and/or employee(s) to the employee's immediate supervisor.
- 15.2.2. Step 2 If not settled at Step 1, the matter shall be submitted to the appropriate senior officer.
- 15.2.3. Step 3 If not settled at Step 2, the matter shall be recorded. The matter shall be submitted to the appropriate delegated Industrial Representative of the employer for consultation.
- 15.2.4. Steps 1 - 3 Must be concluded within a period of ten (10) consecutive days. Disputes are to be resolved at a local level wherever possible.
- 15.2.5. Step 4 If the matter is not settled at Step 3, the dispute shall be formally submitted in writing to the Manager Employee Relations, setting out details of the dispute and, where appropriate, with supporting documentation. The Manager Employee Relations shall convene a meeting of the employer, employee(s) and the union within a period of one week (7 days) of receipt of such submissions and endeavour to reach a satisfactory settlement.
- 15.2.6. Step 5 If the matter is not settled following progression through the disputes procedure it may be referred by the union or the employer to FWA. FWA may utilise all its powers in conciliation and arbitration to settle the dispute.
- 15.3. Notwithstanding the words contained in the above sub-clause, the steps of the procedure apply equally to a dispute raised by an employee, the union or Officer in Charge.
- 15.4. While the above procedures are being followed, including the resolution of any dispute by FWA pursuant to clause 15.2.6, work must continue and the status quo must apply in accordance with the existing situation or practice that existed immediately prior to the subject matter of the grievance or dispute occurring. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause.

- 15.5. This clause shall not apply to a dispute on a Health and Safety issue.
- 15.6. A dispute may be submitted, notified or referred under this clause by the UFU.
- 15.7. A decision of FWA under this clause may be appealed. A dispute is not resolved until any such appeal is determined.

16. CONSULTATION OFFICER & DISPUTES REGARDING CONSULTATION AND CHANGE

- 16.1. 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.
- 16.2. Where there is a dispute regarding consultation, before referring the matter to FWA either party may notify the Consultation Officer. The CFA Consultation Officer is an employee appointed by the CFA and agreed to by the UFU 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.
- 16.3. When a dispute has been notified to the Consultation Officer, the Consultation Officer shall arrange a meeting of the CFA CEO and the Secretary of the UFUA Victorian Branch (each with one other person accompanying them if necessary having regard to the nature of the dispute). This meeting shall take place within 7 days of the Consultation Officer being notified of the dispute.
- 16.4. The Consultation Officer, the CFA and the Secretary shall attempt to resolve the dispute by consensus. They may decide to refer the matter for further consultation, decide that the matter is at an end or resolve it in another manner. If there is no resolution by consensus, either party may refer the matter to FWA pursuant to the dispute resolution clause.

17. CONDITIONS FOR EMPLOYEES PARTICIPATING IN CONSULTATION ETC

- 17.1. 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.

- 17.2. Employees will be paid for all such time spent participating as if they were performing work during that time.
- 17.3. Where the UFU nominees are serving CFA employees the following will apply:
 - 17.3.1. When the employee is on duty arrangements will be made to facilitate his or her attendance at meetings without loss of pay.
 - 17.3.2. When a meeting occurs while the employee is off duty, the employee will be paid for the time involved at overtime rates.
- 17.4. When a UFU representative who is a CFA employee travels to a meeting on days when the person is not on duty, the following shall occur;
 - 17.4.1. Without inconvenience to the employee, the person shall be provided with a vehicle to enable him / her to travel to the meeting. This shall be by way of CFA car or hire car to travel to and from the meeting. If the above is not provided, the person may by agreement use his / her own vehicle and receive the appropriate vehicle allowance as prescribed in the agreement for each kilometre travelled.
 - 17.4.2. In the case of a person who requires air travel he / she shall be provided with air travel from his / her location to Melbourne and return. Such transport shall be arranged and paid for by the CFA. Travel to and from the airport to the meeting venue shall be provided by way of car hire or taxi as appropriate.
 - 17.4.3. Payment for travel time shall be provided for in accordance with the agreed schedule of distances based on the distance between the persons work location or home location (wherever they are leaving from/returning to) and the location at which the meeting is being held.

- 17.4.4. Payment for the time spent flying to and from the person's location to Melbourne Airport will be paid for at single time rates. In addition, the agreed schedule of distances allowance is to be paid for travel from Melbourne Airport to the meeting and return as determined by the allowances clause of this agreement.
- 17.4.5. Employees travelling to and from the same work location are to travel in the same vehicle wherever possible.
- 17.4.6. The above matters with the exception of payment of airfares and transport for employees requiring air travel and vehicle allowance for the use of private vehicles are to apply when CFA employees who are UFU representatives attend meetings on days when they are not on duty.
- 17.4.7. If an employee is required to travel more than 100 kilometres or for more than two hours to get to a meeting, the meeting shall not start earlier than 10 a.m.

18. WORK ORGANISATION

- 18.1. Subject to the other terms of this agreement, the employer may direct an employee to carry out duties and use tools and equipment that are within the limits of the employee's skill, competence and training provided that such duties do not promote de-skilling.
- 18.2. No employee shall be ordered to grease the chassis of any vehicle or carry out any mechanical tests or service normally done by any tradesperson in the automotive or engineering field. Whilst proceeding on turn out to a fire call an employee shall if no other means is readily available, change a wheel to keep the vehicle in commission. Except in an emergency no employee shall be ordered to inflate any tyre of any firefighting vehicle by hand.

19. COUNSELLING AND DISCIPLINE

- 19.1. This agreement applies to matters relating to the counselling, discipline and termination of employees, whether or not any other instrument (including State legislation) also purports to apply to counselling, discipline or termination.
- 19.2. Within the first 6 months of this agreement, the parties will develop an Employee Code of Conduct that deals with counselling, discipline and termination of employment. Until that Code of Conduct is agreed, any counselling or discipline shall be in accordance with the *Country Fire Authority Act 1958* and the terms of this agreement.
- 19.3. Once the Code of Conduct has been developed and agreed, any counselling or discipline of an employee shall be dealt with in accordance with the Employee Code of Conduct. No counselling or discipline of an employee, including an adverse report, and whether for reasons to do with conduct or performance, may occur until the Code of Conduct has been followed and been complied with.
- 19.4. The reference to counselling, discipline or termination of employees in this clause includes the counselling, discipline or termination of a specific employee.
- 19.5. To avoid doubt nothing in this clause or in the Code of Conduct shall have the effect of altering the minimum employment period for access to unfair dismissal protection or reduce in any way the rights of an employee to unfair dismissal protection contrary to Section 194(c) and (d) of the *Fair Work Act 2009*.

20. ADVERSE REPORTS

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

together with the adverse report, shall be placed amongst the records or papers relating to the employee thereon. An adverse report will contain a date, no longer than 12 months, after which the adverse report will cease to be relevant. At that time, the report and all copies will be returned to the employee and no other copy shall be kept by the employer.

20.2. An adverse report means a report in writing which is placed in an employee's records, file or papers and which has been sent to the appropriate Officer alleging serious misconduct or a serious breach of discipline or a series of less serious acts of misconduct or breaches of discipline and which are likely to detrimentally affect an employee in his/her career in the service.

20.3. It may also include a report in writing alleging inefficiency in the service or a lack of diligence to discharge the responsibilities of the office held by an employee but shall not include:

20.3.1. Examination and marks given by a person appointed to conduct and or mark such examination for the Board.

20.3.2. Failure in writing to recommend an employee for promotion by a person whose duty it is to make a general recommendation or otherwise for a determination on promotion.

20.4. No adverse report may be placed on an employee's file about or in relation to:

20.4.1. activities of the employee in their capacity as an accredited representative pursuant to this agreement;

20.4.2. activities of the employee pursuant to the dispute resolution procedures of this agreement;

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

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

- 20.4.5. their participation in, or any proposal to participate in, proceedings to which the UFU or a UFU member is a party, or
- 20.4.6. their giving evidence in, or any proposal to give evidence in, proceedings to which the UFU or a UFU member is a party, or
- 20.4.7. their participation in, or any proposal to participate in, any activity of the UFU where the UFU is seeking better industrial conditions.

21. TERMINATION OF EMPLOYMENT

- 21.1. An employee's employment may not be terminated unless:
 - 21.1.1. Any Employee Code of Conduct developed by the parties pursuant to clause 19 has been complied with (or, until such time as such a Code has been developed, the *Country Fire Authority Act 1958* and any relevant provisions of the *Fair Work Act 2009* have been complied with);
 - 21.1.2. the employee and the union have been notified that the employer intends to terminate an employee's employment; and
 - 21.1.3. any dispute notified by the employee or the union has been resolved.
- 21.2. To avoid doubt nothing in this clause or in the Code of Conduct shall have the effect of altering the minimum employment period for access to unfair dismissal protection or reduce in any way the rights of an employee to unfair dismissal protection contrary to Section 194(c) and (d) of the *Fair Work Act 2009*.
- 21.3. **Notice** of termination by employer
 - 21.3.1. In order to terminate the employment of an employee the employer shall give to the employee the period of notice specified in the table below:

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

21.3.2. In addition to this notice, employees over 45 years of age at the time of the giving of the notice, with not less than two years continuous service, are entitled to an additional week's notice.

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

21.3.4. In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

21.3.5. The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including inefficiency, neglect of duty or misconduct.

21.4. **Notice of termination by an employee**

21.4.1. The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

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

21.5. Time off during notice period

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

22. EMPLOYEE ACTIVITIES

22.1. No employee shall be dismissed or injured in their employment or have their position altered to their prejudice or be subject to any other act to their prejudice by reason of or for reasons that include the reason of:

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

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

22.1.3. their participation in, or any proposal to participate in, proceedings to which the UFU or a UFU member is a party, or

22.1.4. their giving evidence in, or any proposal to give evidence in, proceedings to which the UFU or a UFU member is a party, or

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

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

23. EMPLOYEE REPRESENTATION

- 23.1. An employee appointed as an employee representative shall upon written notification by the Branch Secretary of the UFU to the employer, be recognised as the accredited representative of the UFU for the particular area concerned.
- 23.2. An employee appointed or elected to a position on the Branch Committee of Management of the UFU in accordance with the Rules of the UFU, shall upon written notification by the Branch Secretary of the UFU to the employer, be recognised as an accredited representative of the UFU.
- 23.3. Accredited representatives of the UFU shall not be threatened with or be dismissed or injured in their employment or have their position altered to their prejudice or be subject to any other act to their prejudice by reason of or for reasons that include the reason of
- 23.3.1. their status or activities as an accredited representative of the UFU or
 - 23.3.2. their membership of, or participation in the activities of the UFU; or
 - 23.3.3. their participation in or any proposal to participate in, proceedings to which the UFU or a UFU member is a party, or
 - 23.3.4. their giving evidence in or any proposal to give evidence in, proceedings to which the UFU or a UFU member is a party, or
 - 23.3.5. their participation in, or any proposal to participate in, any activity of the UFU where the UFU is seeking better industrial conditions.

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

- 23.4. Accredited representatives (who are not officers of the UFU) shall:
- 23.4.1. subject to the prior approval of the Officer in Charge, or in his or her absence a more senior officer, be allowed the necessary time during working hours to interview any employee, the employer or his or her representative or an officer of the UFU on matters arising under this agreement affecting employees whom he or she represents.
 - 23.4.2. subject to the prior approval of the Officer in Charge, or in the absence of the Officer in Charge a more senior officer, be allowed at a place designated by the employer a reasonable period of time during working hours to interview a duly accredited officer of the UFU on matters arising under this agreement affecting employees whom he or she represents.
 - 23.4.3. before leaving their usual workplace for the purpose of carrying out their function as an accredited representative, inform their Officer in Charge of their intention indicating their destination(s) and estimated duration of absence.
 - 23.4.4. when visiting a different section, station or place of work, inform the Officer in Charge of that station or place or work, of the general purpose of such visit and estimated duration of stay. The accredited representative shall also inform the Officer in Charge of his or her departure.
 - 23.4.5. be allowed access to all work places where such access is necessary to enable them to carry out their functions in the particular area concerned. ('Work place' for this clause here includes any place where employees are performing work or are attending pursuant to a direction of the CFA or are attending in their capacity as employees of the CFA).
 - 23.4.6. be permitted to display written material authorised by the UFU on notice-boards provided by the employer for this purpose and shall also be permitted to distribute such written material to members

within their particular area, utilising if necessary, internal communication systems and for the assistance of the resolution of any dispute that may arise under this agreement.

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

23.5. Access to the workplace for officers of the UFU

23.5.1. Subject to reasonable notice an officer/employee of the UFU may for the purposes of representing employees covered by this agreement for any purpose relating to the application of this agreement or entitlements that arise under this agreement (but not including any purpose referred to in section 481 or 484 of the FW Act):

- (a) at any time during working hours enter the CFA's prescribed premises, registered office or workplace where the CFA's employees are engaged ('Work place' for this clause here includes any place where employees are performing work or are attending pursuant to a direction of the CFA or are attending in their capacity as employees of the CFA);
- (b) at any time during working hours, inspect or view any work, material, machinery, appliance, document (including time and wages records), qualification of employees on the premises mentioned above; and
- (c) interview, on the premises referred to above, an employee who is a member, or is eligible to be a member, of the UFU.

23.5.2. Access to workplaces under the clause shall be authorised for the purposes of consulting with UFU Shop Stewards, investigation of

grievances or complaints, observing working conditions, posting notices and agreements, developing skills programs, implementation of agreed matters and for the assistance of the resolution of any dispute that may arise under this agreement.

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

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

23.6.1. 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.

23.6.2. In order for the Shop Steward to perform the functions required by Step 1 and Step 2 in clause 15.2, 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 FW Act), the Shop Steward shall be permitted, subject to the prior approval of the employer:

- (a) The necessary time during working hours to interview the employer or his or her representative on matters affecting employees whom he or she represents.
- (b) A reasonable period of time during working hours to interview officers of the union on legitimate union business, at a place designated by the employer.
- (c) Access to all work places where such access is necessary to enable them to carry out their functions in the particular area concerned.

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

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

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

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

24. CFA POLICIES

24.1. The CFA currently has a range of policies that affect employees covered by this agreement. Policy that is dealt with elsewhere in the agreement may only be varied by agreement. Should the CFA elect to modify, delete or add to existing policy that affects employees then any change or addition will be the subject of consultation pursuant to clause 13 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.

24.2. Policies that have not been dealt with through the consultative process will not be used to reduce the conditions of employment of employees covered by this agreement nor will they be used as a means of taking disciplinary action against employees covered by this agreement.

25. TRANSMISSION OF BUSINESS

25.1. Where a business is before or after the date of this agreement transmitted from the employer (in this subclause called "transmitter") to another employer (in this subclause called "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:

- 25.1.1. the continuity of the employment of the employee shall be deemed not to have been broken by reasons of such transmission, and
- 25.1.2. 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.

25.2. In this clause "business" includes trade, process, business or occupation and includes part of any such business and includes any activities of the CFA and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

26. CONTRACTING OUT/MAINTENANCE OF CLASSIFICATIONS

26.1. Work currently performed by employees in the classifications in this agreement will continue to be performed by employees in these classifications who are directly employed by the CFA. Such employees will be employed under:

- 26.1.1. the classifications referred to in this agreement, and/or
- 26.1.2. any Position Descriptions agreed by the parties.

26.2. Future work covered by the classifications above will be performed by employees engaged in the classifications above.

26.3. Provided that this clause shall not prevent volunteers in the Country Fire Authority from providing the services normally provided by such volunteers as volunteers, without remuneration. For the purposes of this clause remuneration means any form of payment in money or in kind made to any person, persons, organisation, company, contractor, consultant etc. This does not include reimbursement to volunteers for out of pocket expenses incurred by them whilst undertaking their volunteer duties.

26.4. This clause will not prevent work being performed by people other than firefighters in the following areas:

26.4.1. catering;

26.4.2. cleaning up of staging areas; or

26.4.3. any other areas as agreed between the CFA and UFU.

There will be no job losses associated with the introduction of the above initiatives.

27. SAFE STAFFING LEVELS

27.1. Consistent with the Chief Officer's direction and for reasons including employee health, safety and welfare, the current staffing ratios, locations and levels as set out in Schedule 1 will be maintained as a minimum for the life of this agreement. Accordingly, CFA will employ at all times:

27.1.1. a minimum of 99 employees each shift in accordance with the Chart in Schedule 1;

27.1.2. the number and rank of employees allocated to the number and rank of firefighting positions at all given stations in accordance with the Chart in Schedule 1;

27.1.3. the number and rank of employees allocated to any other position referred to in the chart in Schedule 1.

27.2. Further, the CFA will not make any employee redundant, either by targeted or voluntary redundancy.

27.3. The parties acknowledge the need to increase fire fighting resources and note that the Government is currently considering its response to the Victorian Bushfires Royal Commission. In particular, the parties note that the Commission's final report makes reference, at 10.6.2, to the need to increase the number of career fire fighters and integrated stations.

The parties will work with Government to respond to the Board of Reference and the Royal Commission with regard to this matter.

27.4. Additional Staffing

- 27.4.1. The parties are committed to protecting employee health, safety and welfare. During the life of this agreement, the current staffing ratios, locations and levels will be increased. Having reviewed the number and frequency of firefighter attendance at emergency calls throughout several locations in Victoria, and having regard to other relevant factors including population growth and increased risk factors, and to ensure the appropriate level of fire cover for the community, the Chief Officer has determined that additional employees are required as specified in clause 27.4.2.
- 27.4.2. The CFA will employ an additional 342 career firefighters over the next 6 years.
- 27.4.3. The CFA will conduct a minimum of 3 recruit training courses per year, or a greater number of recruit training courses to be agreed between the UFU and the CFA to train the new recruits to give effect to clause 27.4.2. Neither party will unreasonably withhold agreement for a greater number of recruit training courses per year.
- 27.4.4. Each recruit training course will train a minimum of 30 recruits, or a greater number to be agreed between the UFU and the CFA. Neither party will unreasonably withhold agreement to a greater number of recruits per course.
- 27.4.5. In addition, the CFA and the UFU agree to explore the possibility of holding additional recruitment courses, to be run either by the CFA or by the CFA in conjunction with the Metropolitan Fire Brigade. Recruit training courses will continue to be run in accordance with this agreement until the 342 additional firefighters have been employed.
- 27.4.6. At the conclusion of each recruit training course or as otherwise agreed between the CFA and the UFU, the CFA will deploy all qualified recruit firefighters following

consultation in accordance with the recommendations of the Board of Reference.

- 27.4.7. On or before September 1 of each year, the CFA will request that its employees approve a proposed variation to Schedule 1 of the agreement to record all deployments in the preceding year. For the avoidance of doubt, each variation will insert into Schedule 1 the deployments undertaken in the preceding year. Following each approval by the CFA's employees, the CFA and the UFU will take all necessary steps to cause Fair Work Australia to approve the variation to the agreement.
- 27.4.8. In the event that the CFA has not been able to employ the additional 342 firefighters by the nominal expiry date of the agreement, the CFA undertakes to continue employing firefighters and conducting recruit courses in accordance with clauses 27.4.3, 27.4.4, 27.4.5 and 27.4.6 until such time as the figure of 342 additional firefighters in clause 27.4.2 is reached.
- 27.4.9. The UFU asserts that future growth in staffing levels is needed. As such the UFU reserves this matter as an item to be pursued for a successor agreement.

28. SECONDMENT & LATERAL ENTRY

- 28.1. It is the parties' intention that vacant positions within the CFA that can be filled by career firefighters/officers will be filled by CFA career firefighters/officers. However, there will be instances where short-term secondment is appropriate. Further, there may be instances where an internal CFA appointee cannot be found to fill a permanent vacancy, even after the provision of appropriate support and training. This clause sets out the process to be followed.
- 28.2. Secondments and lateral entry will not be used to diminish promotional opportunities available to CFA career staff.

SECONDMENT

- 28.3. Where the CFA has identified a need to second to a long-term vacant position, the following shall apply:
- 28.3.1. The vacant position will be filled by secondment for no longer than 2 years;
 - 28.3.2. Secondment will only be into positions that hold the rank of Leading Firefighter, Station Officer or above;
 - 28.3.3. The person seconded into the position (the secondee) must be an operational firefighting employee of a recognised fire service. A 'recognised fire service' is a fire service of a government of Australia or New Zealand. It does not include a private firefighting service;
 - 28.3.4. The secondee must hold the same or equivalent rank as that of the position to which they are being seconded;
 - 28.3.5. The secondee will undertake a short course of about 3 to 4 weeks duration to ensure that they possess any CFA specific requirements and skills relevant to the position. These requirements will be as determined by Skills Australia. Once this course is completed, the secondee will form part of the CFA's minimum staffing complement. However, the secondee will not be counted towards the CFA's minimum establishment figures.

LATERAL ENTRY

- 28.4. The CFA may only permanently fill a vacant position by lateral entry in accordance with the steps in this clause.
- 28.4.1. The CFA must advertise any vacancy at least twice internally (i.e. to operational employees in one of the firefighting ranks).

- 28.4.2. If there is still a vacancy, the CFA may second someone into the position in accordance with clause 28.3 above.
- 28.4.3. If there is still a vacancy at the end of any secondment period, the position will be advertised internally once more. If there is no internal applicant, the position may be offered to the secondee on a permanent basis.
- 28.4.4. If there is no secondment, or if a secondee does not wish to take up the position on a permanent basis, then the CFA may seek external applications. The following conditions will apply:
- (a) Lateral entry will only be into positions that hold the rank of Leading Firefighter, Station Officer or above.
 - (b) Applications can only be received from, and the position may only be filled by, an operational employee of a recognised fire service.
 - (c) Any applicant for such a position must hold the same or equivalent rank as that of the position being advertised.
 - (d) The successful applicant will undertake a short course to ensure that they possess any CFA specific requirements and skills relevant to the position. These requirements will be as determined by Skills Australia.

FIREFIGHTING REGISTRATION BOARD

- 28.5. The parties will have joint discussions regarding the establishment of a firefighting registration board to be established in Victoria.

29. ROSTERING

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

- 29.2. For the avoidance of doubt, the CFA will not employ an employee on a part-time or casual basis, and no employee may hold a position on such a basis.
- 29.3. This clause is subject to the rights of employees to work in a non-station based position pursuant to clause 30 below.

30. CARERS OF CHILDREN WITH RIGHTS UNDER NES

- 30.1. The parties recognise and support the rights of employees with children who are entitled to request flexible work practices pursuant to the National Employment Standards of the Act. However, the CFA has determined that its operational requirements mean that on-shift employees should be employed on a full-time basis. As required by the Act, the CFA will consider every request from an entitled employee for flexible working arrangements and will assess each request on a case-by-case basis, but the parties acknowledge that this may require an entitled employee to transfer off station or from their current work location to another position.
- 30.2. If a transfer is required, the employee shall suffer no detriment by virtue of working in a different position and shall be entitled to resume their station/location based duties as soon as operational requirements permit.
- 30.3. To ensure that operational requirements are maintained, the following will apply:
- 30.3.1. An employee must provide appropriate evidence of their entitlement under the Act in the form of a statutory declaration, copies of which will be provided to the UFU and CFA.
- 30.3.2. An employee who is granted time off without pay in accordance with this clause will have their leave and other entitlements accrue on a pro-rata basis (that is, in accordance with the number of hours actually worked). Deductions from their ordinary total remuneration for any given cycle will be made proportional to the number of hours not worked, irrespective of whether those hours were worked during the day or at night. (For example, a station-based firefighter who transfers to a day based job in the community safety department

and who works 50% of their normal hours will receive 50% of their normal pay, even though the hours would be worked during the day.) However, continuity of service will not be affected.

30.3.3. An employee who is absent from work without pay as set out in this clause will not be counted for the purposes of minimum staffing while absent. The CFA will be required to make arrangements in accordance with this agreement to ensure the requisite additional staff are rostered to ensure safe minimum staffing levels are met at all times.

30.3.4. An employee who works flexible working arrangements in accordance with this clause may be required to undertake such additional skills maintenance as the relevant senior officer shall determine necessary to ensure skills are maintained. Such skills maintenance shall be at times the employee is willing to work and shall be conducted during paid working hours. If an employee is performing skills maintenance pursuant to this clause, then that employee shall not count for the purposes of minimum staffing for the period that they are performing such skills maintenance.

30.4. To ensure that employees are able to exercise their rights under the NES, the parties commit during the life of this agreement to reviewing existing policies through EBIC.

31. EQUAL EMPLOYMENT OPPORTUNITY

31.1. The employer will ensure that employees are not subjected to any form of harassment, that its employment practices are non-discriminatory and that all workers have equal access to multi-skilling, career path opportunities and all terms and conditions of employment.

31.2. To ensure this objective can be achieved it is agreed that the Equal Opportunity, Affirmative Action and Sexual Harassment policies of the Country Fire Authority will be reviewed with the objective of developing these policies further if appropriate during the life of this agreement.

31.3. The CFA will take into account the family responsibilities of recruits when deciding their station allocation so as to ensure that there is no conflict between their work and their family responsibilities. If there is disagreement regarding the bona fides of an applicant's family responsibilities the matter will be referred to discussions between a senior representative of the CFA and UFU. If the matter is not resolved it will be dealt with in accordance with the dispute resolution procedure.

32. OCCUPATIONAL HEALTH AND SAFETY

The parties agree that an efficient fire service is one, which is cognisant of the importance of a safe working environment. To facilitate such an environment the provisions of Schedule 3 will apply and be complied with. The parties agree to review Schedule 3 to this agreement within 6 months from approval of the agreement.

33. RETURN TO WORK

33.1. The parties agree to establish a working party to develop and implement an effective Return to Work Program for injured employees within three months of approval of this agreement.

33.2. The terms of reference of the working party shall include but not be limited to:

33.2.1. The provision of 'meaningful work' whilst an employee is injured and after injury

33.2.2. Communication with injured workers during the period of their Return to Work

33.2.3. Tri party (employee, union and employer) consultation for identified 'special' cases

33.2.4. A speedy grievance process for injured employees

33.2.5. Specific terms for long term and short term injuries

33.2.6. Retraining and skills maintenance

33.2.7. Light duties

33.2.8. Attendance at medical practitioners

33.2.9. Maintenance of wages and conditions including allowances.

33.3. The parties agree that the Return to Work Program will commence operation within no later than 15 months of approval of this agreement.

34. GAMBLING, DRUG AND ALCOHOL SAFETY AND REHABILITATION IN THE WORKPLACE

34.1. The parties agree to develop a gambling, drug and alcohol safety and rehabilitation protocol for inclusion in the CFA's Employees Assistance Program within 12 months of approval of this agreement. This period can be extended by agreement.

34.2. This protocol will be developed and agreed by the EBIC during the term of this agreement.

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

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

35. REST PERIOD AFTER OVERTIME

35.1. When overtime is necessary it must, wherever reasonably practicable, be so arranged that employees have at least 8 consecutive hours rest (excluding any time where the employee is required to drive) off duty between the work of successive shifts.

35.2. Any Firefighter or Station Officer who works so much overtime between the termination of his or her work on one shift and the commencement of their

ordinary work on the next shift, that they have not had at least 8 consecutive hours rest (excluding any time where the employee is required to drive) off duty between those times, must be released after the completion of the overtime, until the employee has had 8 consecutive hours rest (excluding any time where the employee is required to drive) off duty, without loss of normal pay for ordinary working time occurring during such absence.

- 35.3. In case of employees in the Communications, Protective Equipment or Practical Area Drill Departments the period of time off duty before commencing work after the completion of overtime shall be 10 hours.
- 35.4. No employee shall work so much overtime that he or she works more than 18 hours consecutively, except by agreement between CFA, UFU and the employee concerned.
- 35.5. Any employee who works more than 16 hours consecutively shall also be entitled to a rest period of 8 hours but shall not suffer any loss of pay as a consequence.
- 35.6. When Career Firefighters have been actively involved in operational duties during their shift, and they are retained for duty to maintain minimum staffing levels for the oncoming shift, there is a need to monitor and address the health and safety of an individual or group of individuals (platoon).
- 35.7. To assist in managing employees under this clause there will be a need to modify their duties/activities to ensure fatigue in the workplace is minimised. The duties/activities may be restricted to operational duties in these circumstances. If the duties are modified then the Officer in Charge may be notified.
- 35.8. The overriding principle is that unnecessary and/or non urgent duties/activities be rescheduled.

36. WAGE INCREASES

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

1 Aug 2010	3% increase
1 Aug 2011	3% increase +1.9% work value increase
1 Aug 2012	3% increase
1 Aug 2013	1.5% increase

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

37. SALARY PACKAGING

37.1. During the term of this agreement the parties agree to continue to implement the salary packaging options currently available to employees in accordance with Government Guidelines.

37.2. In accordance with Australian Taxation Office legislation, employees covered by this agreement shall be entitled to salary sacrifice up to 50% of their wages including any overtime payments.

37.3. The employer agrees to seek PBI status within 12 months of the commencement of this agreement. In the event that the employer is granted PBI status the benefits of such will be made available to all employees covered by this agreement.

37.4. Employee payments on termination shall be based on their Superable Salary.

38. ALLOWANCES AND REIMBURSEMENTS GENERAL

38.1. The monetary amounts of the allowances provided for in this agreement are set out in Schedule 4 and shall be paid in accordance with Australian Taxation Office legislation. However, in the case where an employee receives less than the net amount stipulated in Schedule 4 the parties agree to have discussions regarding the reduced quantum. Each party reserves their rights to pursue any reduction in net entitlements in accordance with the above so no employee is disadvantaged.

- 38.2. All other work related allowances will increase by 13.5% from the date of approval of this agreement.
- 38.3. In accordance with existing practice the parties agree that any new allowance and/or variation to an existing allowances claim will be referred to FWA for determination. Both parties reserve their rights to put their respective positions.
- 38.4. **Personal expenses and accommodation**
- 38.4.1. Procedures for and the amount of personal expenses relating to travel, accommodation and personal expenses for employees covered by this agreement are contained in the Personal Expenses and Accommodation Agreement 2010 at Schedule 4.
- 38.4.2. Where reasonable receipted expenditure exceeds the amount specified the receipted amounts will be reimbursed.
- 38.5. **Meal Allowance**
- 38.5.1. An employee entitled to a meal allowance where specified shall receive an allowance in accordance with Schedule 4.
- 38.5.2. Where a normal meal break of an employee is withheld for a period in excess of 30 minutes a meal allowance shall be paid to the employee. This provision shall not apply to Firefighters or Station Officers who are required to perform salvage duty or a fire call as provided for in clause 38.5.3.
- 38.5.3. Where a Firefighter or Station Officer is required to perform salvage duty or a fire call (provided that such salvage duty or fire call is of not less than three hours duration) and includes a period of a normal meal break they shall be paid a meal allowance except when the employer provides a meal. In any event an employee will only be entitled to either a meal allowance in any given meal period in accordance with clause 38.5.2 or this clause.

- 38.5.4. Where overtime is worked for two hours or more before or after a rostered shift, a meal allowance will be paid for every meal except when the employer provides a meal.
- 38.5.5. If a call back for a Practical Area Drill employee exceeds four hours, a meal allowance for each meal shall be paid except when the employer provides a meal.
- 38.5.6. When recalled for duty an employee shall be paid a meal allowance on the following basis:
- (a) on day duty: two meal allowances if work commences before 1000 hours and continues for more than two hours; one meal allowance if work commences after 1000 hours and continues for more than three hours.
 - (b) on night duty: one meal allowance if work commences before 2000 hours and continues for more than two hours.
- 38.5.7. An employee retained on duty within the meaning of clause 82 shall receive a meal allowance and if the period of retention exceeds four hours the employee shall receive a further meal allowance and continue to receive a meal allowance at the end of each additional two hour period worked.
- 38.5.8. Where overtime as prescribed in clause 82 is worked for more than two hours before or after a rostered shift a meal allowance for each meal shall be paid.
- 38.5.9. Where an employee's normal meal break is delayed for a period exceeding 30 minutes, except for reasons specified in clause 82.2 without two hours prior notice, the employee shall be paid a meal allowance.
- 38.5.10. Where an employee is required to work on a fire call or watching duty for three hours or more, which includes a period of a normal meal break, a meal allowance shall be paid. In any event an

employee will only be entitled to either a meal allowance in any given meal period in accordance with clause 38.5.9 or this clause.

38.5.11. An employee entitled to a meal allowance other than those specified in the Personal Expenses and Accommodation Agreement 2009 (at Schedule 4) shall receive an allowance in accordance with Schedule 4.

38.6. Spoilt Meal Allowance

38.6.1. An employee whose meal is interrupted because of response to an emergency call shall receive an allowance in accordance with Schedule 4. The parties agree to review this allowance after a trial period of 6 months from approval of this agreement.

38.7. Travel expenses and reimbursement

Duty Allowance

38.7.1. When an employee who is a reliever or has agreed to work at another location is rostered for duty to a location other than that to which the employee is currently rostered, such employee shall, except in the case of an emergency or as otherwise agreed between the parties on a case by case basis, receive at least 48 hours notice of such duty. During the period for which an employee is so detailed, they shall report to the duty location at the commencing time of each shift to which they are rostered and shall in addition to their wages be paid or reimbursed:

- (a) all expenses as prescribed in 38.7.3 and 38.7.4 necessarily incurred by them in excess of those ordinarily incurred between their residence and their appointed location; and
- (b) provided that the relieving period is less than the equivalent of a rostered leave cycle, paid a daily allowance equal to one hour's wage at overtime rates; and

- (c) if the duty location is further from their residence than is their appointed location, an allowance based on the shortest distance by road which separates their appointed location and duty location:
 - (i) of 2.5 minutes each way at ordinary rates for each kilometre or part thereof travelled within the Melbourne statistical division and the City of Greater Geelong; and
 - (ii) of three minutes each way at ordinary rates of each four kilometres or part thereof travelled outside the regions prescribed in 38.7.1(c)(i)

in accordance with the agreed schedule of distances.

38.7.2. When a reliever while on duty at their appointed location is required to perform duty at another location they shall:

- (a) if returned to their appointed location during their duty shift, be reimbursed the cost of reasonable transport between their appointed location and the duty location at which they are required to perform duty. This provision shall not apply where reasonable transport is provided by the employer; and
- (b) if they remain on duty at such other location until the end of their duty shift, they shall, in addition to their wages be paid or reimbursed:
 - (i) the appropriate single travelling expenses to their appointed location; and
 - (ii) paid an allowance equal to one half hour's (30 minutes') wages at overtime rates; and
 - (iii) if the duty location is further from their residence than their appointed location paid an allowance based on the

shortest distance by road which separates their appointed location and duty location:

- of 2.5 minutes each way at ordinary rates for each kilometre or part thereof travelled within the Melbourne statistical division and the City of Greater Geelong;
- of three minutes each way at ordinary rates for each four kilometres or part thereof and travelled outside the region prescribed in 38.7.2(b)(iii) dot point one

in accordance with the agreed schedule of distances.

38.7.3. When an employee travels between their appointed and duty locations, or is required to do duty away from their appointed or duty location, or attend training, they shall be reimbursed the cost of reasonable transport. This provision shall not apply where transport is provided by the employer.

38.7.4. Any employee who by agreement with the employer uses their own motor vehicle on the employer's business shall be entitled to receive a Motor Vehicle Allowance in accordance with Schedule 4.

38.7.5. The CFA will reimburse any out of pocket expense incurred by an employee when using either their own vehicle or a CFA vehicle on CFA related matters.

38.8. Attendance at training facilities

38.8.1. The employer may by agreement or by giving not less than one week's notice require employees to attend training courses at a training facility subject to the following conditions.

- 38.8.2. The employer may fix within a spread of hours between 0800 and 2200 hours the daily number of training hours and the time at which daily training sessions are held.
- 38.8.3. The employer shall pay overtime at the rates prescribed in clause 82.2 for all reasonable travelling time outside the hours of 0800 hours to 1800 hours to and from the training facility.
- 38.8.4. Training time in excess of a total of ten hours in any one day or 38 hours in any one weekly tour of duty or week as the case may be (which shall not exceed five days) shall be paid overtime at the rates prescribed in clause 82.2.
- 38.8.5. Where an employee is required to attend training they shall be reimbursed the cost of reasonable transport. This provision shall not apply where the employer provides reasonable transport.
- 38.8.6. An employee required to attend a training facility which requires him or her to stay away from home will be reimbursed the full cost of board and lodging. This provision shall not apply where the employer provides full board and lodging.

38.9. Driving licence fee reimbursement

- 38.9.1. Employees who are required, as part of their duties, to drive the employer's vehicle/s in a situation associated with an emergency shall be reimbursed for fees pertaining to the renewal of driving licences.
- 38.9.2. All Operations Officers / Operations Managers; Instructors; Protective Equipment and Technical Services employees shall be reimbursed their driving licence fee.

38.10. Relieving Allowance

- 38.10.1. An employee required to or who agrees to do relieving duty away from their appointed location shall receive:

- (a) If the distance between their appointed location and their duty location is greater than 100 kilometres measured by the shortest distance by road in accordance with the agreed schedule of distances:
 - (i) an allowance in accordance with Schedule 4 per shift; and
 - (ii) when off duty, the cost of reasonable accommodation, not at the duty location, dinner and breakfast, and a meal allowance; and
 - (iii) the expenses as prescribed in clause 38.7; for the journey to their duty location: prior to commencing relieving duty at the location and; for the return journey: at the completion of the tour of relieving duty at the location.

- (b) If the distance between their appointed station and their duty station is between 50 and 100 kilometres measured by the shortest distance by road in accordance with the agreed schedule of distances:
 - (i) an allowance in accordance with Schedule 4 per shift; and
 - (ii) when there is a break between shifts of 24 hours or less, the entitlements prescribed in clause 38.10.1(a)(ii).

38.10.2. A relieving employee shall not be entitled to the allowance prescribed in clause 38.10.1(a)(ii) when they return to their place of residence between shifts and receive the expenses prescribed in clause 38.7.

38.11. After Hours Allowances

38.11.1. Availability Allowance

- (a) Employees appointed to Regions, Stations and Departments not working the 10/14 shift roster who are required to be available after working hours to deal with operational matters shall receive a loading in accordance with Schedule 4 to be counted for all purposes. In the case of employees covered by part C of this agreement, the loading shall be in accordance with Schedule 4.
- (b) In the event of an employee covered by clause 38.11.1(a) being required to attend an operational incident, the time back on duty will be counted as part of their average of 42 hours per week as detailed in clause 79.

38.11.2. After Hours Disturbance Allowance

- (a) Any employee who is contacted about any work related matter by a CFA employee, representative or volunteer at a time when they are not being paid to be at or available to work or who is required to contact someone else about any work related matter at a time when the employee is not being paid to be at or available to work, shall be paid by the CFA an after hours disturbance allowance of an amount equivalent to:
 - (i) A minimum of one hours' pay at ordinary rates for each discrete contact (anything in excess of one hour shall be paid at double time).

38.12. Temporary Work Location Allowance

- 38.12.1. In recognition of the inconvenience and alteration to their work environment, all employees whose work location is refurbished, altered or redeveloped or whose work area is moved to a temporary location in order for such work to be completed will be paid an allowance in accordance with Schedule 4 for all such time worked.

38.13. Change of Residence

- 38.13.1. Any employee, other than a Protective Equipment Section employee, who is permanently promoted, transferred or ordered from one location to another shall be reimbursed:
- (a) the actual necessary costs of conveyance of themselves and their family;
 - (b) the actual necessary costs reasonably incurred in moving their furniture and personal effects;
 - (c) the cost of comprehensive insurance cover for such furniture and personal effects whilst in transit, up to a maximum cover of \$100,000;
 - (d) where the employer is satisfied that an employee who is eligible to receive reimbursement under clause 38.13.1 has suffered loss through accelerated depreciation of and extra wear and tear on furniture and effects or has incurred costs in replacing or altering carpets, linoleum, curtains and blinds as a result of removal:
 - (i) an amount of \$1,000.00; or
 - (ii) an amount of \$1,000.00 where the employee has a substantially dependent spouse/partner and/or substantially dependent children.
 - (e) the actual cost of stamp duty paid on purchase of a residence or land for their own permanent occupation within 4 years of their promotion, transfer or order of transfer taking effect, provided satisfactory evidence of the transaction is provided to the employer.
 - (f) Such expenses as the employer, on the written recommendation of a Senior Officer, considers reasonable for overnight accommodation in the event of any such move not

being completed in due time to permit occupancy of premises on the day of moving.

38.13.2. Protective Equipment Section employees who move to another location to take up an appointment shall receive the applicable benefits contained in the employers housing policy in lieu of the provisions above.

38.13.3. The parties agree that during the operation of this agreement the existing provisions relating to Change of Residence will be the subject of review and agreement by the parties. Further if the damage or replacement costs referred to in this clause exceed the current amount payable by the employer, the parties agree to utilise the dispute resolution procedure in this agreement.

38.14. Uniforms and Equipment

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

38.14.2. The replacement, repairs and/or cleaning of the articles of clothing and equipment will occur when reasonably required by each employee and/or when the uniform or equipment becomes so soiled or damaged that it requires cleaning, repair or replacement.

38.15. First Aid Allowance

38.15.1. A holder of a current recognised first aid certificate shall receive an allowance in accordance with Schedule 4. This allowance is separate and independent from the EMR Allowance.

38.16. **Language Allowance**

- 38.16.1. Where CFA determines there is a regular and ongoing need for employees covered by this agreement to communicate with members of the public in a language other than English then such employees who are in a position of direct contact with speakers of a language other than English spoken by the employee, including Deaf Oral Language or Deaf Sign Language, shall be paid an allowance in accordance with Schedule 4. This allowance shall be paid fortnightly in addition to the salary or wage.
- 38.16.2. Employees must have passed the National Accreditation Authority for Translators and Interpreters (NAATI) Language Aide Test, or a higher level NAATI test, or are recognised by NAATI to possess equivalent proficiency. A Language Aide is qualified to deal with routine or common enquiries.

38.17. **Qualification Allowances**

- 38.17.1. A holder of IFE Graduate Certificate or a Certificate of Fire Technology or equivalent shall receive an allowance in accordance with Schedule 4.
- 38.17.2. A holder of IFE Graduate Certificate and Certificate of Fire Technology or equivalent shall receive an allowance in accordance with Schedule 4.
- 38.17.3. A holder of IFE Membership and Graduate Certificate or equivalent shall receive an allowance in accordance with Schedule 4.
- 38.17.4. A holder of Certificate IV in Workplace Training and Assessment shall receive an allowance in accordance with Schedule 4.

- 38.18. **Payment of Allowances** - The parties agree that allowances should be paid in a timely manner. The parties agree to review the time within which the payment of allowances is to be made within 6 months of approval of this agreement.

39. SUPERANNUATION

39.1. CFA will designate all employees covered by this agreement as operational employees for purposes of membership of the Emergency Services Superannuation Scheme and advise the Minister for Finance that they have been so designated for the purposes of compliance with the *Emergency Services Superannuation Act 1986*.

39.2. During the first six months of this agreement the parties agree to establish a committee to examine methods of improving entitlements under the ESSS scheme for employees. The terms of reference agreed by the committee shall include but not be limited to:

39.2.1. the entitlements of employees who have achieved maximum benefit status.

39.2.2. employee contributions towards ESSS capable of being salary sacrificed and taken from an employee's gross wage, not their net wage.

39.2.3. additional contributions by the employer to superannuation after any defined benefit has been reached. This will be made at the rate of 9% to ESS Plan.

40. HEALTH OF EMPLOYEES

40.1. Health Monitoring

40.1.1. In respect of any direction by the CFA for an employee to attend a doctor or health professional for the purposes of health monitoring:

- (a) the CFA will meet all expenses incurred in connection with the direction and the employee will be treated as on-duty for all time associated with the monitoring.

40.2. Gym/Fitness Club Membership

40.2.1. Where a gym facility is not provided by the CFA, the CFA will pay each employee's membership fees for a gym/fitness club of the employee's choice.

40.3. **Register of Exposure**

40.3.1. The CFA will maintain a register of firefighter exposure to asbestos and/or chemicals.

41. SAVINGS

The terms of this agreement shall not operate to cause an employee to suffer a reduction in ordinary hours of work, paid leave, long service leave or sick leave or other entitlements.

42. PAYMENT OF OVERTIME

42.1. The parties agree that where overtime is not paid in a timely manner it will be dealt with in accordance with the dispute resolution procedure of this agreement.

42.2. All overtime shall be calculated to the nearest quarter of an hour.

43. CHILDCARE

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

44. JOURNEY ACCIDENT COVER

44.1. The employer shall provide all employees covered by this agreement with Journey Accident Insurance to and from work to ensure that:

44.1.1. pre-injury average weekly earnings for time lost due to journey accidents are maintained for up to 52 weeks; and

44.1.2. all medical expenses are met.

44.2. The employer will also meet the cost of any damage to an employee's vehicle if incurred whilst the employee is using the vehicle for approved work purposes when used in connection with or coming to and from work. 'Vehicle' for the purpose of this clause includes a bicycle.

45. INTERACTION WITH NATIONAL EMPLOYMENT STANDARDS

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

46. PERSONAL LEAVE

46.1. Amount of paid personal leave

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

- (a) personal illness or injury (sick leave); or
- (b) for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave); or
- (c) because of bereavement on the death of an immediate family or household member (bereavement leave).

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

(a) Firefighters and Station Officers

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

(b) All other employees

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

- (c) The first three days of an entitlement to bereavement leave in any one year which an employee takes as bereavement leave or carer's leave shall be deducted from the above mentioned entitlement.

46.1.3. In any year unused personal leave accrues by the lesser of:

- (a) Fifteen days less the amount of sick and carer's leave taken during the year; or
- (b) The balance of the year's unused personal leave.

47. SICK LEAVE

47.1. Definition

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

47.2. **Entitlement**

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

47.2.1. Firefighters and Station Officers

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

47.2.2. All other employees

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

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

Duration of absence	Deduction
Up to $\frac{1}{4}$ of a shift absent	No deduction
Between more than $\frac{1}{4}$ and $\frac{1}{2}$ of a shift absent	$\frac{1}{4}$ shift deducted $\frac{1}{2}$ shift deducted
Between more than $\frac{1}{2}$ and $\frac{3}{4}$ of a shift absent	
$\frac{3}{4}$ of a shift absent	$\frac{3}{4}$ shift deducted

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

47.2.5. Notwithstanding anything contained in this clause, the employer may grant such additional sick leave on full pay as it may think fit.

47.2.6. An employee who attends a registered dentist, physiotherapist, chiropractor, osteopath, optometrist or a psychologist may be granted out of their sick leave entitlement leave of absence, provided they furnish the employer with a satisfactory certificate from such practitioner.

47.3. **Employee must give notice**

47.3.1. Before taking sick leave, an employee must give notice as soon as practicable before his or her next rostered starting time, unless he or she has a good reason for not doing so.

47.3.2. The notice must include:

- (a) the nature of the injury or illness (if known); and
- (b) how long the employee expects to be away from work.

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

47.4. **Evidence supporting claim**

47.4.1. An employee shall prove to the reasonable satisfaction of the employer that they were unable on account of such illness or injury to attend for duty on the shifts or days for which sick leave is claimed. Provided that:

- (a) An employee rostered for duty as prescribed by clauses 76.1, 77 and 79.1 shall not be entitled to receive more than two shifts of sick leave without a medical certificate in any one working week if such be required by the employer. Such two

shifts shall not be construed as being the last shift of any one roster and the commencing shift of the succeeding roster.

- (b) For all other employees, for any period of three days continuous absence, a satisfactory certificate by a duly qualified medical practitioner or a statutory declaration shall be furnished setting out the cause of such absence. Provided that in respect of an absence of three days or less, the employee may be required by the employer to furnish either at the option of the employee, a certificate of a registered medical practitioner or a statutory declaration.
 - (i) If the number of days during which such employees are absent in any one year without a medical certificate or a statutory declaration exceeds five days in the aggregate, the number of days absence in excess of five shall not be granted as sick leave, but shall at the election of the employee, be deducted from their annual leave or be granted without pay. Provided further that the employer may, prior to the granting of leave without pay under this subclause, require that employee to furnish a statutory declaration setting out the cause of the absence.

47.4.2. In any case of absence from duty without sufficient cause, where the employer doubts the cause of illness or the reason of absence, it may before accepting a medical certificate or statutory declaration refer such certificate or statutory declaration to the employer's medical officer for a report.

47.5. The effect of worker's compensation

If an employee is receiving worker's compensation payments, he or she is not entitled to sick leave.

47.6. The effect of public holidays

A public holiday observed during any period of sick leave of an employee entitled to public holidays, as prescribed by clause 55 - Public Holidays, shall not be regarded as part of the leave.

47.7. The effect of annual leave

An employee who becomes entitled to take personal leave during a period of annual leave will be recredited annual leave for the duration of such personal leave, subject to furnishing a doctor's certificate or such other evidence as is acceptable to the employer.

47.8. Suitable Duty Days

The parties agree that employees who are injured as a result of a non work related injury can attend work to perform suitable duties. The terms and conditions in which an employee returns to suitable duties in accordance with this clause will be agreed between the parties within 3 months of approval of the agreement. Such employees will not count as part of minimum staffing.

48. IMMEDIATE FAMILY OR HOUSEHOLD

48.1. The entitlement to carer's, bereavement or pressing necessity leave is subject to the person in respect of whom the leave is taken being either:

48.1.1. a member of the employee's immediate family; or

48.1.2. a member of the employee's household.

48.2. Immediate family means:

48.2.1. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

48.2.2. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

48.3. The provisions relating to carer's leave, bereavement leave and pressing necessity leave are intended to supplement any rights under the NES that an employee may have to paid carer's leave, unpaid carer's leave or compassionate leave.

49. CARER'S LEAVE

49.1. Paid leave entitlement

An employee is entitled to use personal leave to care for members of his or her immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

49.2. Notice required

49.2.1. Before taking carer's leave, an employee must give notice as soon as practicable before his or her next rostered starting time, unless he or she has a good reason for not doing so.

49.2.2. The notice must include:

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

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

49.3. Evidence supporting claim

49.3.1. The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

49.4. **Unpaid leave**

49.4.1. An employee may take unpaid carer's leave for a single continuous period of up to 2 days or for any separate periods by agreement with the employer.

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

49.6. **Additional leave**

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

50. BEREAVEMENT LEAVE

50.1. **Paid leave entitlement**

An employee is entitled to four days paid bereavement leave on any occasion on which a member of the employee's immediate family or household dies in Australia or outside of Australia if the employee attends the funeral.

50.2. The entitlement to the first three days of bereavement leave in any one year may be taken as carer's leave but not as sick leave.

50.3. The first three days entitlement to bereavement leave in any one year which an employee takes (as bereavement leave or carer's leave) shall be deducted

from that employee's entitlement to personal leave under clause 47.2. If an employee has insufficient entitlement to personal leave for any of their first three days the number of days for which that entitlement is insufficient shall be deducted from the employee's next years' entitlement to bereavement leave. Any subsequent taking of bereavement leave during that twelve month period shall not be deducted from that employee's personal leave entitlement.

- 50.4. Where the employer is unable to establish the death by other means, the employee must, if required by the employer, provide satisfactory evidence of the death of the member of the employee's immediate family or household.
- 50.5. Bereavement Leave is available to be taken up to and including the day after the funeral.
- 50.6. Additional unpaid bereavement leave may be granted by agreement between CFA and the employee concerned.

51. PRESSING NECESSITY LEAVE

- 51.1. An employee is entitled to leave of absence for four shifts (or 4 days for employees not on the 10/14 roster) on full pay on account of the illness of a member of his or her immediate family or household or in any other case where in the opinion of the CFA special circumstances exist.
- 51.2. Where, in circumstances or in respect of a period not provided for in clause 51.1, the CFA is satisfied that on account of pressing necessity leave should be granted to an employee, the employer shall grant such leave on full pay.
- 51.3. Where an application for leave in accordance with this clause is declined, a grievance in relation to the refusal to grant leave may be initiated by a member of BCOM (or nominee) for review by the Manager, Personnel (or nominee). It is the intention of the parties that the respective nominees shall be the same person on each occasion to ensure consistency and confidentiality.

52. ACCIDENT PAY

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 without reducing his or her sick leave entitlements. During the period of absence the employee shall be paid the difference between his or her total wage and such compensation.

53. SPECIAL SICK LEAVE

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

53.2. If any employee is certified to be suffering from Pulmonary Tuberculosis, Acquired Immune Deficiency Syndrome or other infectious disease and to be probably curable, leave of absence may be granted on the following terms, via six months on full pay and three months on half pay.

53.3. Any leave so granted in excess of the amount standing to their credit shall not be regarded as a debit against the employee. On their resumption of duty, such employee shall be entitled to a total in credit of not less than sixteen days on full pay and sixteen days on half pay.

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

54. ANNUAL / ACCRUED LEAVE

54.1. Firefighter, Qualified Firefighter, Qualified Firefighter with Leading Firefighter qualifications, Senior Firefighter, Leading Firefighter, Station Officer, Senior Station Officer, FSCC and Instructor.

- 54.1.1. Each employee shall be entitled to 65.06 days annual/accrued leave per annum. Such leave to be taken on the following basis:
- 54.1.2. For employees rostered for duty as prescribed by 76.1, 77 and 79.1 such leave shall be taken in periods of 28 days within alternating periods of twenty weeks and 24 weeks.
- 54.1.3. For other employees not subject to the 10/14 or 12/12 roster, such leave shall be taken within periods as prescribed by the Chief Officer. These employees shall be required to take any Public Holiday on the date prescribed.
- 54.1.4. Where an employee leaves their employment before the completion of a full qualifying period for annual leave in any year of service, they shall be entitled to pro rata payment in lieu of annual leave for such broken periods of service calculated on the basis of 21.672 percent of the ordinary wage payments received by them during such period. In any event no employee shall be paid less than the amount of leave accrued under the National Employment Standards.

54.2. Annual leave - all other employees

- 54.2.1. Any period of annual leave shall be accrued progressively on a cumulative basis.
- 54.2.2. Such leave shall be exclusive of the public holidays and any period of other leave (other than unpaid parental leave).
- 54.2.3. The rate payable to employees shall be as prescribed by clause 36 and, where applicable, clause 38.17.

54.2.4. Where an employee who has become entitled to annual leave resigns or has their services terminated, they shall be entitled to be paid the rate specified in clause 54.2.3 for any portion of such leave not taken at the date of their resignation or termination.

54.2.5. Where an employee leaves their employment before the completion of any such period of twelve months they shall be entitled to pro rata payment in lieu of annual leave for such broken period of service calculated on the basis of one-twelfth of the rate specified in clause 54.2.3 received by them during such period.

54.2.6. Where pursuant to this clause an employee has taken annual leave in advance and:

- (a) Resigns or has their services terminated before completing the year of service to which the leave was applicable; and
- (b) The leave taken in advance exceeds the period calculated under clause 54.2.5

the employer shall not be liable to make any payment to the employee under clause 54.2.5 and shall be entitled to obtain from the employee a refund of an amount for any annual leave taken in excess of the leave accruing at the date of termination.

54.2.7. All employees who do not have annual leave loading as part of their normal pay shall receive during any period of such annual leave a loading of 17.5% of the rate specified in clause 54.2.3.

54.2.8. The annual leave loading prescribed above shall apply to proportionate leave on lawful termination of employment.

54.3. 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.

- 54.4. All applications will be treated in an equitable and consistent manner and consent will not be unreasonably withheld.
- 54.5. When an employee is granted annual leave at half the rate of pay that they would ordinarily be entitled to, the following clauses shall apply:
- 54.5.1. If the employee elects to take only that period at half pay, only reduce the employee's annual leave entitlements by half of what it would be reduced by had they taken their annual leave at full pay;
or
- 54.5.2. If the employee elects to take twice the period of leave at half pay, reduce the employee's annual leave entitlement by the amount it would have reduced had they taken their ordinary entitlement for the ordinary leave period.
- 54.6. An employee shall be able to swap annual leave with another willing employee subject to the approval of the CFA.

55. PUBLIC HOLIDAYS

- 55.1. Employees other than Firefighters, Qualified Firefighters, Qualified Firefighters with Leading Firefighter qualifications, Senior Firefighters, Leading Firefighters, Station Officers and Senior Station Officers shall be entitled to the following public holidays without deduction of pay:
- 55.1.1. New Years Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Sovereigns Birthday, Labour Day and Melbourne Cup Day.
- 55.1.2. Provided that another day may be substituted for Melbourne Cup Day if mutually agreed upon by the employer and the majority of employees in each of the country areas affected.
- 55.1.3. When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

- 55.1.4. When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- 55.1.5. When New Years Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- 55.1.6. Where public holidays in Victoria are declared or prescribed on days other than those set out above, those days shall constitute additional holidays for the purpose of this agreement.
- 55.1.7. An employee by agreement with the employer may substitute another day for any public holiday prescribed in this clause.

56. LONG SERVICE LEAVE

- 56.1. An employee accrues long service leave after 10 years service in accordance with the CFA Act. An employee is entitled to take pro rata long service leave after 7 years service as if the *Long Service Leave Act (Vic)* 1992 applied to the employee and the CFA.
- 56.2. An employee is entitled to take some or all of their long service leave at half the rate of pay that they would ordinarily be entitled to. Such request shall not be unreasonably withheld and is at the discretion of the Chief Executive Officer. All applications will be treated in an equitable and consistent manner. In the event of the application being declined the matter may be referred for resolution in accordance with the dispute resolution process contained within clause 15.
- 56.3. To avoid any confusion, the parties agree that this shall only reduce the employee's long service leave entitlements by half of what it would be reduced by had they taken their long service leave at full pay. (For example, an employee who had 3 months long service leave could take 2 months at half-pay – meaning four months away from work – and be left with 1 month's long service leave entitlement.)
- 56.4. Any long service leave taken on half pay will have no effect on the final average salary of an employee over the last two years of their employment.

57. SICK LEAVE WHILE ON OTHER LEAVE

- 57.1. No employee covered by this agreement will be allowed to work for CFA during any period of annual leave including long service leave. Any employee who uses bereavement leave or sick leave during a period of annual leave shall extend the annual leave or shall be recredited for the period of time he/she is on bereavement leave and/or sick leave.
- 57.2. An employee who uses sick leave of one hour/week or more shall extend the long service leave or shall be recredited for the period of time he/she is on sick leave.
- 57.3. This clause applies in addition to any NES entitlement.

58. INDUSTRIAL DISPUTE RESOLUTION TRAINING LEAVE

- 58.1. An employee who has been nominated by the UFU to attend a trade union training course shall be granted leave of absence on full pay for up to five days in any one calendar year or to ten days subject to the total leave for that year, and in the subsequent year not exceeding ten days, provided the training is likely to contribute to a better understanding of industrial relations by the employee.
- 58.2. Upon election as a Health and Safety Representative (including Deputy), an employee shall be granted leave of absence on full pay for up to five days, as soon as practicable after appointment (having regard to the availability of course places to attend an introductory Health and Safety representatives course which has been approved by an appropriate occupational health and safety authority). This leave may be in addition to leave under provisions in clause 58.1.

59. STUDY LEAVE

- 59.1. Study leave with pay shall be approved for employees undertaking courses of study approved by the employer.

- 59.2. Leave without pay in addition to the paid study leave may be granted to employees upon application to the employer.
- 59.3. The employer shall grant an employee leave with pay for preparation and attendance and travel necessary for any examination or presentation ceremony associated with an approved course of study.
- 59.4. Reimbursement of the costs of such courses shall be met by the employer in accordance with CFA policy.
- 59.5. At all times leave is subject to operational requirements and determined on that basis.

60. DEFENCE FORCE LEAVE

- 60.1. 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.
- 60.2. Where additional days are required for the purpose of service or travelling, requests for additional time off work shall be granted.

61. JURY SERVICE

- 61.1. An employee required to attend for jury service during ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- 61.2. An employee shall notify the employer as soon as possible of the date upon which they are required to attend for jury service. Further the employee shall give the employer proof of attendance, the duration of such attendance and the amount paid in respect of such jury service.

62. PAYMENT FOR ATTENDING INTERVIEWS/APPEALS

62.1. An employee who attends an interview for an internal position or an appeal against a promotion or transfer as either an applicant for the position, an appellant or member of the interview panel or advisor in any appeal case, and does so when not on duty, shall be entitled to:

62.1.1. be paid for travel time to and from the interview or appeal at agreed schedule of distances rates based on the distance between the employee's normal work location and the location of the interview/appeal;

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

62.1.3. be paid at overtime rates for the duration of the interview/appeal only plus any waiting time.

62.2. Unless exceptional circumstances exist and there are no other means to facilitate attendance, including the use of modern technology, an employee shall not be required to attend any interview for any other CFA purpose while on leave.

63. LEAVE WITHOUT PAY

63.1. 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.

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

64. PARENTAL LEAVE

64.1. Definitions

64.1.1. For the purpose of this clause child means a child of the employee under the age of one year except for adoption of a child, where child means a person under the age of 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.

64.1.2. Subject to sub-clause 64.1.3 in this clause, spouse includes a de facto or former spouse.

64.1.3. In relation to clause 64.3, spouse includes a de facto spouse but does not include a former spouse.

64.2. Basic entitlement

64.2.1. After twelve months continuous service, parents are entitled to an aggregate of 52 weeks of paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

Maternity leave

- (a) Firefighters and Station Officers on the 10/14 roster shall be entitled to leave on full pay for a continuous period of ten tours of duty (40 shifts) (a tour of duty being eight days i.e. two day shifts, two night shifts and four days off);

- (b) All other employees: for a continuous period of thirteen weeks.

Paternity leave

- (a) Firefighters and Station Officers on the 10/14 roster shall be entitled to four shifts;
- (b) All other employees: five days.

64.2.2. Such leave need not be taken consecutively.

64.3. Adoption leave

64.3.1. Employees who submit satisfactory evidence of being an approved applicant for the adoption of a child shall be entitled to leave with full pay for a continuous period of six weeks commencing from the date of placement of the child with them.

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

- (a) for maternity and paternity leave, an unbroken period of three weeks at the time of the birth of the child;
- (b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

64.4. Maternity leave

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

- (a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement; and

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

64.4.2. Subject to clause 64.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.

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

64.5. Special maternity leave

- (a) Where the pregnancy of an employee terminates and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.

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

64.5.2. Where leave is granted under clause 64.2.1, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee, provided that time does not exceed four weeks from the recommencement date desired by the employee.

64.6. **Paternity leave**

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

- (a) A certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- (b) Written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- (c) A statutory declaration stating:
 - (i) he will take that period of paternity leave to become the primary care giver of a child;
 - (ii) particulars of any period of maternity leave sought or taken by his spouse; and

- (iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

64.6.2. The employee will not be in breach of clause 64.6.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child or other compelling circumstances.

64.7. Adoption leave

64.7.1. An employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave the period of leave to be taken. An employee may commence adoption leave prior to providing such notice where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

64.7.2. Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

- (a) the employee is seeking adoption leave to become the primary care giver of the child; and
- (b) particulars of any period of adoption leave sought or taken by the employee's spouse; and
- (c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

64.7.3. An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

64.7.4. Where the placement of the child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding

four weeks from receipt of notification for the employee's return to work.

64.7.5. An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse or other compelling circumstances.

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

64.8. Variation of period of parental leave

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

64.9. Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave, or long service leave, subject to the total amount of leave not exceeding 52 weeks.

64.10. Transfer to a safe job

64.10.1. Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it

inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

64.10.2. If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence paid parental leave.

64.11. Returning to work after a period of parental leave

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

64.11.2. An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 64.10, the employee will be entitled to return to the position they held immediately before such transfer.

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

65. NO EXTRA CLAIMS

65.1. There shall be no extra claims by either party.

PART B - CONDITIONS APPLYING TO FIREFIGHTERS, STATION OFFICERS AND INSTRUCTORS

66. APPLICATION OF PART B

66.1. This part applies to all employees of the CFA engaged in or performing work that is or may be performed by an employee engaged in a classification or occupation referred to in this part of the agreement.

67. CLASSIFICATIONS

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

67.1.1. Recruit

67.1.2. Firefighter Level 1

67.1.3. Firefighter Level 2

67.1.4. Firefighter Level 3

67.1.5. Qualified Firefighter

67.1.6. Qualified Firefighter with LFF qualifications

67.1.7. Senior Firefighter

67.1.8. Leading Firefighter

67.1.9. Station Officer

67.1.10. Senior Station Officer

67.2. It is the intention of the parties that there will be no entry to the operational stream of firefighting other than through the recruit course. Accordingly, the CFA will not appoint, promote, progress or transfer a person to any rank referred to in this clause above, or to a position or classification holding any such rank, and no person may hold such a rank, position or classification, unless that person:

67.2.1. is (and immediately prior to the appointment, promotion, progression or transfer was) an operational employee:

- (a) who holds a CFA rank referred to in clause 67.1 and has completed the service referred to in clause 11, and
- (b) holds the prerequisites for the rank set out in clause 11 to which they are to be promoted, appointed, progressed or transferred, and
- (c) has completed any other necessary assessment and possesses any other necessary prerequisites for appointment, promotion, progression or transfer.

67.3. The only exception to the above shall be where an employee is seconded from the MFESB pursuant to clause 28.3.

67.4. No person is allowed to sit for any assessment for a given rank unless that person has served the length of service that would otherwise make them eligible for promotion to that rank.

68. CAREER PATHS AND OPPORTUNITIES

68.1. During the first 12 months of this agreement, EBIC will review the CFA's recruitment and selection panel procedures. Further, on completion of the review a report will be tabled for consideration via the consultation procedures in accordance with this agreement. The terms of reference for such review shall be agreed by the parties.

68.2. Qualified Firefighters and or Senior Firefighters who attain Leading Firefighter qualifications shall be classified and paid as a Leading Firefighter.

68.3. The parties agree to establish a joint working party within 3 months of this agreement to review transfer and promotional opportunities and formulate a minimum establishment profile number for SOs and SSOs to ensure that the CFA can carry out its statutory obligations.

68.4. **Relativities**

The parties have agreed on new relativities for the ranks referred to in this agreement. These relativities are set out in the wages clause of this agreement. These relativities will take effect from the date of this agreement.

68.5. Subject to the provisions of this agreement, including regarding harmonisation, the parties agree that unless otherwise agreed by the EBIC the rank and promotional structures in this agreement will be maintained.

69. TRANSLATION OF CLASSIFICATIONS

69.1. Any employee employed as Fire Officer 1 shall, from the date of this agreement, be employed as a Station Officer.

69.2. Any employee employed as Fire Officer 2 shall, from the date of this agreement, be employed as a Senior Station Officer.

70. COMMUNITY SUPPORT FACILITATORS

70.1. The CFA agrees that CSFs and the existing CSF classification has been abolished by the CFA and will not be replaced by CSFs or person(s) engaged in any similar classification or position howsoever named.

70.2. The CFA agrees that it will not make or renew any contract or arrangement with any person or body to provide CSFs or any other type of personnel to the CFA performing similar duties in any similar classification or position howsoever named.

70.3. The CFA shall not pursue any additional claims in relation to CSFs or any alternative classification performing similar duties not provided for in this agreement.

71. COMMUNITY EDUCATION

71.1. The parties agree that a fundamental role of modern Firefighters and Station Officers is to provide community education on fire prevention and awareness. The parties therefore agree that career Firefighters/Station Officers or when such Firefighters/Station Officers are not available volunteer Firefighters/Officers will be the deliverers of community education on fire prevention and awareness.

71.2. The delivery of special community information campaigns that do not have an educational (i.e training) component will not be affected by the operation of this clause. The parties agree to discuss the requirements to ensure the surge capabilities at peak fire season periods continues. It is further agreed that an Award stream entitled "Community Education Firefighter/Fire Officer" has been developed by the parties to cover appropriately qualified employees who were CSFs referred to above who deliver community education programs. Employees who deliver such educational training programs will have an appropriate Firefighting or Station Officer rank as agreed by the parties.

71.3. Should a current employee who occupies one of these positions terminate their employment with the CFA then that position will only be filled by a Career Firefighter or Station Officer.

72. INDUSTRY BRIGADES

72.1. In determining the appropriate number and location of career staff and urban brigades and the work those career staff and brigades are to perform, the CFA will not take into account the existence or alleged capacity of any industry brigades, emergency brigades or other private emergency teams. In particular, the CFA will not rely on the existence of any such other brigades or teams to reduce or replace the need for using or determining career staff in fire response, prevention and suppression functions.

72.2. The CFA shall provide a copy of any Memorandum of Understanding between the CFA and any third party regarding industry brigades, emergency brigades or other private emergency teams to the UFU within 7 days of it being entered into. Copies of all such memoranda that are in existence at the time of the approval of this agreement shall be provided within 7 days of the approval of this agreement.

73. MEMORANDUMS OF UNDERSTANDING

Any existing agreement, memorandum of understanding or like arrangement between the CFA and another fire service or another entity that affects the response area of the CFA or of one or more firefighters covered by this agreement is to be submitted to and reviewed by EBIC within two months of the date of this agreement.

74. HOURS OF WORK

74.1. Ordinary Hours

74.1.1. The ordinary working hours for employees shall be 38 hours per week over a cycle of eight weeks for which the roster of hours of duty and leave operates. Employees shall be rostered and worked an average of 42 hours per week; two of which hours shall be overtime work and paid for as such and the remaining two hours shall be taken as accrued leave in accordance with the roster laid down for this purpose.

74.1.2. The rostered hours of each shift worker shall not exceed:

- (a) 14 on any one day;
- (b) 48 in any 7 consecutive days
- (c) 96 in any 14 consecutive days;
- (d) 192 in any 28 consecutive days;
- (e) 336 in any 56 consecutive days.

74.2. Shower and changing times

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

75. ROSTER OF HOURS

75.1. CFA shall employ each employee on one of the following bases:

75.1.1. The 10/14 Roster System (referred to below)

75.1.2. Special Duties Roster (referred to below)

75.1.3. Not subject to the 10/14 roster (referred to below)

75.1.4. Any other configuration as agreed between the UFU and CFA.

75.2. This does not affect the ability to set the Chief Officer's Emergency Roster on the conditions set out in clause 78 below.

75.3. A reliever shall be entitled to at least 48 hours notice of a change of rostered shift.

76. 10/14 ROSTER SYSTEM

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

76.1. Shifts

D- 0800 hours to 1800 hours

N- 1800 hours to 0800 hours.

76.2. 10/14 Roster system

	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	
A Platoon				D	D	N	N					D	D	N	N				D	D	N	N							
Hours				34								34							38							38			
B Platoon			D	D	N	N					D	D	N	N				D	D	N	N						D	D	
Hours			48								48							34							34				
C Platoon	D	D	N	N				D	D	N	N							D	D	N	N					D	D	N	N
Hours			48								48							48							48				
D Platoon	N	N				D	D	N	N						D	D	N	N							D	D	N	N	
Hours			38					38							48									48					
A Platoon	D	D	N	N				D	D	N	N				D	D	N	N								D	D	N	N
Hours			48								48				48										48				
B Platoon	N	N				D	D	N	N						D	D	N	N							D	D	N	N	
Hours			38					38							48									48					
C Platoon				D	D	N	N					D	D	N	N			D	D	N	N								
Hours				34							34							38						38					
D Platoon			D	D	N	N					D	D	N	N				D	D	N	N						D	D	
Hours			48								48							34						34					

76.3. The following general conditions shall apply:

76.3.1. The roster may be varied for employees on special duties and to provide that during the first year of service employees may be rostered for up to five consecutive day duties.

- 76.3.2. The roster when once compiled shall not be departed from, except by personal agreement between the employer and the employee(s) concerned, but a shift worker required for relieving or other special duties may stand by on a day shift or other day work without loss of any shift penalty provided that an employee shall be entitled to 48 hours notice of any change from standby to rotating shift or from rotating shift to standby. The roster may be departed from when an employee is required to attend training in accordance with the provisions of clause 38.8 above.
- 76.3.3. In the event of an alarm requiring any station to stand by or turn out for a fire being received at the station during roll call, the oncoming shift shall crew the appliances, and if required, proceed to the fire, and the off going shift shall remain on duty if required until the other shift returns, or until otherwise directed, when it shall be dismissed.
- 76.3.4. If, when the oncoming shift reports at a station at the time prescribed for the change of shift, the other shift is proceeding to, or attending a fire or alarm, the oncoming shift, if so ordered, shall, after roll call, proceed to the fire; and the officer or senior member of the shift shall report the arrival of the shift to the Officer in Charge of the fire without delay. The off going shift shall remain on duty at the fire until relieved. The Officer in Charge at the fire may if in his or her judgement it is expedient, hold both the oncoming and off going shifts for duty at the fire. If the off going shift is not held at the fire or detailed at the fire for duty elsewhere, it shall report back to the station and remain available until the other shift returns or until otherwise directed, when it shall be dismissed.
- 76.3.5. In the event of one or more members of the oncoming shift being absent, an equal number of members in the shift on duty may be detained on duty until such time as they are relieved. Where such members are detained for more than one hour, they shall be paid at normal overtime rates. Nothing herein contained is to be deemed to sanction an authorised absence, or to relieve the absent member, from a liability to be charged with being absent without leave and dealt with accordingly.

76.3.6. Subject to the provisions of this clause, every employee shall be dismissed punctually from their rostered shift.

77. SPECIAL DUTIES ROSTER

77.1. The special duties roster may be introduced into Fire Brigades and may be introduced at any other permanently staffed Fire Brigade to increase the day staffing capability.

77.2. The hours of duty shall be 42 hours per week over a seven day cycle.

77.3. The roster of hours shall be 0745 to 1815 comprising four day shifts worked either Monday to Thursday or Tuesday to Friday or such other configuration as agreed to by the parties.

77.4. Arrangements may be made for firefighters to vary from one day shift to another, or from day work to shift work.

77.5. Firefighters operating under this roster shall receive the same total weekly wage and annual leave provisions as firefighters on a 10/14 shift roster.

78. CHIEF OFFICER'S EMERGENCY ROSTER - FIREFIGHTERS AND STATION OFFICERS

78.1. When so determined by the Chief Officer, employees may be required to work an emergency roster to cover protracted major fires or incidents.

78.2. The following general conditions shall apply:

78.2.1. The hours of duty shall be twelve hours on and twelve hours off.

78.2.2. All travelling time to be deemed as "on duty".

78.2.3. All on duty hours shall be cumulative in regard to the average weekly hours normally worked, calculated over their respective hours of duty clause.

- 78.2.4. When an employee is placed on the emergency roster whilst on duty at their respective place of work, then the hours already worked for that shift shall be cumulative in regard to clause 78.2.3 hereof.
- 78.2.5. In respect of clause 78.2.3 hereof any hours calculated to be in excess of the normal weekly average shall be paid at overtime rates.
- 78.2.6. When an employee is normally rostered for duty at their respective place of work on the day following stand down from the emergency roster, then they shall not be required to work that shift unless they have been off duty for a minimum of twelve hours before the starting time of that shift. The time off the normal shift shall be included as normal time worked.
- 78.2.7. Employees will be reimbursed for the cost of meals and accommodation. This provision shall not apply if meals and accommodation are provided by the employer.

79. EMPLOYEES NOT SUBJECT TO 10/14 ROSTER

- 79.1. Employees shall be required to work an average of 42 hours per week, two of which shall be overtime work and paid for as such and the remaining two hours shall be taken as accrued leave.
- 79.2. Where an employee is required to undertake duties that are outside of the standard hours for the work location the following shall apply:
- 79.2.1. Where such activity involves normal activities a minimum break between periods of duty of ten hours shall apply.
- 79.2.2. Where such activity involves a major fire or major incident a minimum break between periods of duty of twelve hours shall apply.
- 79.3. Such employees shall receive the same total weekly wage as employees on a 10/14 shift roster.

80. DAY STAFFING

- 80.1. A station may only be staffed on an agreed roster other than the 10/14 roster where this agreement so stipulates or where there exists a prior written agreement between the UFU and CFA to staff that station at a specified later time on a 10/14 roster.
- 80.2. Any such written agreement reached about a date on which to staff a station on a 10/14 roster is enforceable as if it were a term of this agreement.

81. BREAKS

- 81.1. Employees are entitled to a paid meal break of one hour during each shift. During this time the employee is to remain on duty.
- 81.2. Subject to operational requirements meal breaks will be taken at regular times no later than five hours after commencing duty.
- 81.3. Employees performing fire duty continuously for a period of three hours or more are entitled to a paid 30 minute refreshment break.

82. OVERTIME

- 82.1. All time worked by an employee in excess of the day's rostered shift or for more than four shifts in any seven consecutive days shall be paid for at the rate of double time per hour.
- 82.2. An employee recalled to work overtime shall be paid for a minimum of four hours' work at the rate of double time per hour. They shall not be required to work the full four hours if the job they were recalled to perform is completed within a shorter period.
- 82.3. An employee on shift work who is retained on duty, at the conclusion of a rostered shift for 60 minutes or more (excluding shower and change time) and who has not been given at least 24 hours prior notice shall be paid a minimum of four hours at double time, provided that if the work to be done is completed within four hours, the employee need not stay for the full four hours.

83. ROSTERING ARRANGEMENTS AND PROCEDURES

The parties agree during the life of this agreement to develop, through EBIC, a document covering rostering procedures.

84. REST AND RECLINE

Employees on night duty shall be permitted, between the hours of 11.00 pm and 7.00 am, to recline and sleep where there is no work to be done.

85. HEALTH AND FITNESS PROGRAM

The parties have introduced and will maintain and enhance a voluntary health and fitness program for employees within two years of approval of this agreement. This will include the provision of professional fitness instructors to take voluntary classes on station. The CFA will provide gym equipment at each station where practical to allow this to take place. In the event that a gym facility cannot be provided, clause 40.2 will apply.

86. BRIGADE MANAGEMENT

The parties endorse the participation of employees covered by this agreement in Brigade Management Teams. The provisions of clause 13 will apply in respect of payment for such participation.

87. EMAIL ACCESS

87.1. The CFA will continue to ensure all employees who so wish will have access to their email outside of working hours.

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

87.3. The CFA will ensure as far as practical that all emails sent and received are secure.

88. EMERGENCY MEDICAL RESPONSE (EMR)

- 88.1. The parties agree to implement a trial of Emergency Medical Response (EMR) within a specified agreed number of integrated CFA stations in specified geographical locations within the first 1 month of approval of this agreement. If there is a delay in implementation the parties agree to refer this matter to Fair Work Australia for resolution. Any resolution must be consistent with clause 88.11.
- 88.2. The parties agree that the trial will occur at the following locations: Dandenong, Springvale, Hallam, Cranbourne and Shepparton.
- 88.3. Other locations or changes to the above locations may be considered by agreement between the parties.
- 88.4. Operational staff at the locations specified above in clause 88.2 who have expressed in writing a willingness to undertake the training and be involved in the trial referred to above will receive remuneration in accordance with clause 94.1 Table B and Schedule 13 Table B.
- 88.5. The parties agree that the trial will be of limited duration of up to 12 months after which there shall be a review of the effectiveness of the trial. The trial may be extended by agreement between the parties.
- 88.6. The review shall be concluded by no later than August 2012. Of which the CFA undertakes to provide a copy of such review to the UFU.
- 88.7. Upon conclusion of the review, the CFA undertakes to prepare and submit a business case to secure additional funding to implement EMR at all locations within the CFA's area of responsibility as agreed between the parties.
- 88.8. The CFA undertakes to submit such business case by no later than August 2012.
- 88.9. Upon securing the additional funding to implement EMR at CFA locations as agreed between the parties, any operational staff member who expresses in writing a willingness to undertake this role and be trained will receive

remuneration in accordance with clause 94.1 Table B and Schedule 13 Table B.

- 88.10. Additional to the above, operational staff who perform the role of EMR and who have successfully completed the training will receive the allowance specified in clause 88.16 and Schedule 4.
- 88.11. Further the parties agree that the training that will be used will be 21899VIC Course In Fire Rescue Emergency Medical Response or as amended by agreement. To avoid duplication, the parties agree that the trial will include the following programs and matters which have operated within the MFB EMR program:
- CFA career firefighters will be trained for the EMR role using the same training course/curriculum and training delivery methods.
 - EMR Recertification training programs and delivery methods as already established
 - EMR Continuing Education (CE) programs as already established
 - EMR Equipment including Oxygen Resuscitator Kits, First Aid Kits, Defibrillator, and other equipment required for the delivery of EMR or as agreed
 - EMR Operational Guidelines & Work Instructions or as agreed
 - EMR Clinical Skills Guidelines
 - EMR Clinical Scope of Practice
- 88.12. The training will be conducted at an agreed location.
- 88.13. To facilitate EMR a working group shall be constituted as follows:
- 4 UFU BCOM
 - 1 MFB EMR Dept
 - 1 Rep for Fire Stations
 - 1 DCO
 - 1 CFA IR Dept
 - 1 CFA/MFB Liaison Officer
- 88.14. The parties recognise that Emergency Medical Response will be limited to Priority 0 cases as defined in sub-clause 88.17 and to a maximum of 6000 calls annually.
- 88.15. The parties recognise that in accordance with the CFA's duty of care, from time to time firefighters may need additional assistance to cope with this demanding role. Such support and assistance shall be provided by the CFA for firefighters, upon request in order to avoid any potential OH & S issues arising. In the context of firefighters duty of care, firefighters may exercise a choice not to pursue this role.

88.16. Every employee who participates in the trial will be paid an amount in accordance with Schedule 4 when available to be rostered for EMR duties. At an employee's election, this allowance shall be reduced to 80 cents per hour and will become an all-purpose allowance and will form part of the employee's base wages/salary for the purpose of calculating superannuation contributions. The amount shall be incorporated in the amounts set out at clause 94.

88.17. Definition of Priority "0" cases.

Priority "0" cases are those event types, which constitute the highest probability of cardiopulmonary arrest. Only a limited subset of Priority 0 calls will be responded to as part of EMR. They are:

Event Type	AMPDS* Response Determinants	Despatch Code	Priority
6D2	Breathing problems, not alert	1	0
6D2a	Breathing problems, not alert (asthma)	1	0
9D1	Cardiac or respiratory arrest/death, ineffective breathing	1	0
9E1	Cardiac or respiratory arrest/death, no breathing at all	1	0
9E2	Cardiac or respiratory arrest/death, breathing uncertain (agonal)	1	0
9E3	Cardiac or respiratory arrest/death, hanging	1	0
9E4	Cardiac or respiratory arrest/death, strangulation	1	0
9E5	Cardiac or respiratory arrest/death, suffocation	1	0
9E6	Cardiac or respiratory arrest/death, underwater	1	0
11D1	Choking, not alert	1	0
11E1	Choking, verified/ineffective breathing	1	0
12D1	Convulsions/seizures, not breathing	1	0
12D1e	Convulsions/seizures, not breathing (epileptic/previous history)	1	0
14D1	Drowning/diving, unconscious	1	0
15D1e	Electrocution/lightning, unconscious (electrocution)	1	0
15D1l	Electrocution/lightning, unconscious (lightning)	1	0
15D2e	Electrocution/lightning, not disconnected from power (electrocution)	1	0
15E1e	Electrocution/lightning, Not breathing/Ineffective Breathing (Electrocution)	1	0
15E1l	Electrocution/lightning, Not breathing/Ineffective Breathing (Lightning)	1	0
31E1	Unconscious/fainting, ineffective breathing (selected from case entry)	1	0

* AMPDS = Advanced Medical Priority Dispatch System

88.18. The provisions of this clause define the circumstances in which Firefighters can be directed to perform EMR. Employees covered by this agreement cannot be

directed to perform EMR in any situation other than in response to a defined type of Priority 0 case.

- 88.19. Should EMR duties expand beyond 6000 calls annually or from responding to Priority 0 calls as defined in clause 88.17 to other duties then the provisions relating to EMR will be reviewed by the parties and the operation of this clause can only be varied by the agreement of the parties in writing. Changes agreed in writing between the parties will form part of this agreement.
- 88.20. Any review pursuant to clause 88.19 will be undertaken prior to the reaching of 6000 calls annually and prior to any proposed change to Priority 0 calls as defined.
- 88.21. The parties agree to review the EMR capabilities if the trial is successful to determine whether to extend the program. The outcomes of any such review shall only be implemented by agreement between the parties.

89. UNIFORMS AND EQUIPMENT

89.1. The CFA currently has a policy dealing with:

89.1.1. articles of clothing;

89.1.2. equipment, including personal protective equipment;

89.1.3. station wear; and

89.1.4. appliances

to be worn or used employees, which includes the design and specifications. This applies to new and replacement items. This is a 'policy that is dealt with elsewhere' for the purposes of clause 24. The CFA will have an agreed uniform and PPC list inserted into the policy and this policy will come into effect within three months of signing of the agreement and the parties will comply with this policy.

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

that the union and the employer agree must be worn and/or used by the employee.

- 89.3. The replacement, repairs and/or cleaning of the articles of clothing and equipment will occur when reasonably required by each employee and/or when the uniform or equipment becomes so soiled or damaged that it requires cleaning, repair or replacement.
- 89.4. Further to the above provisions replacement Personal Protective Equipment and Station Wear shall be in accordance with the CFA policy referred to in this clause. A plan of distribution will come into effect within three months of the signing of the agreement.
- 89.5. Further to the above, the CFA policy will include provision to any employee who so requires them prescription eye protection/safety glasses.

90. AMENITIES

- 90.1. The employer shall provide at each station / location such amenities as agreed between the union and employer to provide for the preparation and consumption of meals, refreshments, recreation, rest and recline.
- 90.2. To enable comfortable sleep during rest and recline sufficient beds, mattresses, their covers and pillows shall be supplied to accommodate the number of employees on night shift at each station.
- 90.3. Tea, coffee, milk and sugar will be provided at each location. Facilities for preparing hot drinks shall be provided for all employees on fire and/or salvage duty outside the station.
- 90.4. CFA will supply and launder all bed linen.
- 90.5. The employer will progressively provide appropriate facilities for female firefighters at current career fire stations. This will be completed as soon as is practicable.

- 90.6. Where employees are required to stay or sleep in tents or other temporary accommodation, an allowance in accordance with Schedule 4 shall be paid.
- 90.7. No closed circuit cameras, listening devices or similar surveillance device may be installed in or near a station without the agreement of the employees who will or may be filmed or recorded and the parties to this agreement. Where such devices are installed by agreement, the recorded material will be managed by the Station Duty Officer in accordance with the Privacy Act. Any such recording will not be provided to any person/s without the express written consent of the person/s the subject of the recording.
- 90.8. A thermal imaging camera will be supplied to all stations.

91. INFRASTRUCTURE

The parties have agreed to a template plan and guidelines for new integrated fire station design. That document is the Integrated Fire Station Design Guidelines 2004 or its replacement as agreed between the parties. The parties agree to abide by that document in all matters associated with fire station design and construction. An agreed copy of the template plan and guidelines will be provided to the President of FWA and placed on the file at the time the agreement is submitted to FWA.

92. NEW APPLIANCES AND EQUIPMENT

The CFA will use its best endeavours to develop within the first 6 months of this agreement guidelines for the design and specifications of appliances and equipment to be used in any station built after the date of approval of this agreement.

93. IMPROVED SKILLS ENHANCEMENT AND TRAINING DELIVERY ARRANGEMENTS

- 93.1. The joint consultative process to review a broad range of training and development related matters will continue. Specific matters to be addressed through this process include:

- 93.1.1. The agreement on alignment of leave cycles to facilitate a greater amount of off shift training, which will form part of this agreement when finalised.
 - 93.1.2. The introduction of a system whereby employees will maintain skills and competencies, which are essential to the performance of their duties.
 - 93.1.3. The implementation of a voluntary interchange program to enable skills maintenance and contribute to employees promotability.
 - 93.1.4. Delivery of competency-based training and its associated assessment processes.
 - 93.1.5. Defining the skills required by each rank.
 - 93.1.6. Processes to enable career personnel to provide competency-based training and assessment for volunteers.
 - 93.1.7. The introduction of a staff development framework to facilitate career development opportunities and programs for employees covered by this agreement.
 - 93.1.8. Equitable, career and promotional advancement through skill attainment.
 - 93.1.9. The establishment of flexible arrangements for employees' attendance at specialised training programs.
 - 93.1.10. Career development programs off station.
 - 93.1.11. The introduction of a recognition of prior learning system which is acceptable to both parties.
- 93.2. The Training Framework is attached at Schedule 5 and forms part of this agreement. The parties agree to revise Schedule 5 within the first 6 months of this agreement to ensure it is based on the current Victorian industry

emergency response training framework. The parties will comply with the provisions of the Training Framework.

94. WAGES

94.1. Classifications / Relativity

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

Table A. Pre-EMR Training

Classification	Relativity	Current Weekly Wage	01-Aug-10	01-Aug-11	01-Aug-12	01-Aug-13
			+3%	+3% +1.9%	+3%	+1.5%
Recruit	88%	737.61	759.74	797.40	821.32	833.64
Firefighter Level 1	88%	1049.70	1081.20	1134.79	1168.83	1186.37
Firefighter Level 2	90%	1070.07	1102.17	1156.81	1191.51	1209.38
Firefighter Level 3	92%	1092.88	1125.67	1181.47	1216.91	1235.16
Qualified Firefighter	100%	1181.97	1217.43	1277.78	1316.11	1335.86
Qualified Firefighter with LFF qualifications	105%	1238.04	1275.18	1338.39	1378.54	1399.22
Senior Firefighter	110%	1293.86	1332.68	1398.74	1440.70	1462.31
Leading Firefighter	115%	1359.26	1400.04	1469.44	1513.52	1536.22
Station Officer	130%	1536.55	1582.65	1661.10	1710.94	1736.60
Senior Station Officer	140%	1654.75	1704.40	1788.88	1842.55	1870.19
FSCC	140%	1654.75	1704.40	1788.88	1842.55	1870.19

Table B. Post-EMR Training

Classification	Relativity	Current Weekly Wage	01-Aug-10	01-Aug-11	01-Aug-12	01-Aug-13
			+3%	+3% +1.9%	+3%	+1.5%
Recruit	88%	778.29	801.64	841.38	866.62	879.62
Firefighter Level 1	88%	1085.13	1117.68	1173.08	1208.28	1226.40
Firefighter Level 2	90%	1105.21	1138.37	1194.80	1230.64	1249.10
Firefighter Level 3	92%	1127.76	1161.59	1219.17	1255.75	1274.58
Qualified Firefighter	100%	1215.29	1251.75	1313.80	1353.21	1373.51
Qualified Firefighter with LFF qualifications	105%	1270.32	1308.43	1373.29	1414.49	1435.70
Senior Firefighter	110%	1325.12	1364.87	1432.53	1475.50	1497.63
Leading Firefighter	115%	1397.53	1439.45	1510.80	1556.13	1579.47
Station Officer	130%	1580.03	1627.43	1708.10	1759.34	1785.73
Senior Station Officer	140%	1701.43	1752.47	1839.34	1894.52	1922.94
FSCC	140%	1701.43	1752.47	1839.34	1894.52	1922.94

94.2. Overtime

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

94.3. A Senior Station Officer who has been employed for 10 years as an SSO (or FO2) shall receive an additional service loading as set out in the table above.

95. HIGHER DUTIES

95.1. A Qualified Firefighter (with Leading Firefighter or Officer qualifications) may act up to the rank for which he or she is qualified (up to Station Officer).

95.2. A Leading Firefighter with Station Officer qualifications may be required to act in place of a Station Officer and shall be paid at the rate of the rank to which they are acting up for the entire period of higher duties.

- 95.3. The parties agree to a moratorium period of 18 months from approval of this agreement to ensure Leading Firefighters appointed prior to this agreement continue to undertake higher duties to the Station Officer rank, but only under the supervision of a substantive Station Officer or Senior Station Officer at Ballarat City, Bendigo, Dandenong and Geelong City Fire Stations.
- 95.4. The parties agree to determine within 3 months the minimum operational Station Officer modules/skills required for a Leading Firefighter appointed prior to this agreement to obtain and be endorsed to continue to perform higher duties to the Station Officer rank under the supervision of a substantive Station Officer or Senior Station Officer at the locations specified in clause 95.3 past this moratorium period. CFA agrees to the programming of courses/assessments for Leading Firefighters appointed prior to this agreement to achieve these skills/endorsement within 18 months from the date of lodgement of this agreement.
- 95.5. The parties agree to review Station Officer relief requirements for Station Officers and Senior Station Officers at the locations specified in clause 95.3 and will ensure sufficient relief is provided so that new Leading Firefighters without Station Officer qualifications are not performing higher duties past the moratorium period.
- 95.6. The major stations where a Senior Station Officer is identified will at all times maintain a permanently appointed Senior Station Officer on duty. Where it can be demonstrated that no Senior Station Officer can be rostered or recalled to maintain a Senior Station Officer on duty, a permanently appointed Station Officer may perform higher duties to the Senior Station Officer position, and he/she shall be paid at the rate of Senior Station Officer for the entire period of higher duties.
- 95.7. Where only one Leading Firefighter is on a shift, he or she must be replaced by another Leading Firefighter or Qualified Firefighter (with Leading Firefighter qualifications) acting up for the duration of any absence.
- 95.8. An Officer may be required to act in place of an employee of the next higher rank and shall be paid at the rate of the employee they are acting up for, for the entire period of higher duties.

95.9. Where an Officer is required to act in place of an employee that is two ranks above their substantive rank, they shall be paid at the rate of the employee for which they are acting up for, for the entire period of higher duties.

96. ALLOWANCES

96.1. Employees covered by part C of the agreement may also be entitled to claim the allowances under this part.

96.2. Rescue Allowance

Employees detailed on to a designated rescue appliance shall receive an allowance in accordance with Schedule 4.

96.3. Fire Investigation Allowance

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

96.4. Specialist Allowances

96.4.1. Employees detailed onto the following specialist appliances or who are undertaking the following specialist roles and/or functions will be paid an allowance in accordance with Schedule 4:

(a) Trench Rescue and/or USAR

(b) CBR Qualification allowance.

96.5. Watchroom Duties Allowance

A Firefighter or Senior Firefighter required to perform watchroom duty at a station where watchrooms are staffed continuously shall receive an allowance in accordance with Schedule 4.

97. LONG HOURS ASSISTANCE

97.1. Where an employee considers it is not safe for them to drive after they have finished working, subject to approval the CFA will:

97.1.1. Pay for the cost of a taxi home (or to any other reasonable location) for the employee when their period of duty concludes; and

97.1.2. Pay for the cost of a taxi for the employee to return to work (or to any other reasonable location) to retrieve any vehicle.

97.2. Where it is not possible to obtain approval, the employee will make the decision.

98. RELIEVING DUTIES/PROJECTS

During the first six months of this agreement the parties will meet to decide on the appropriate levels of remuneration and hours of work and methods of appointment to apply when employees covered by this agreement are on relieving duties or project work in locations other than fire stations e.g. regional offices, headquarters. Provided that such employees will be employed on wages and conditions no less than those to which they would be entitled under this agreement.

99. TERMS AND CONDITIONS OF EMPLOYMENT FOR INSTRUCTORS

99.1. Appointment

99.1.1. The CFA will not appoint a person to a position of instructor, and no person may hold a position of instructor, unless that person:

(a) is an operational employee who otherwise holds a CFA firefighting rank referred to in part B of Qualified Firefighter with Leading Firefighter qualifications (or above) and is appointed as Instructor pursuant to clause 99.6.2 below;

(b) is an external applicant or external appointee being someone:

- (i) who does not otherwise hold a CFA firefighting or Qualified Firefighter with Leading Firefighter qualifications (or above) rank referred to in part B, at the time of their application or appointment to the position of Instructor or
- (ii) who is covered by part A and has not held a rank of Qualified Firefighter with Leading Firefighter qualifications (or above) referred to in part B prior to their application or appointment to the position of Instructor
- (iii) Appointed pursuant to clause 99.6.2 below.

99.1.2. An instructor who is or was an **external applicant** or **external appointee** may not be appointed, promoted or transferred, and the CFA will not appoint, promote or transfer an **external applicant** or **external appointee**, to any other classification or position referred to in or covered by this agreement, other than in accordance with this clause.

99.2. **Training Instructors/Training**

99.2.1. The parties agree the following matters will be subject to consultation in accordance with the provisions of clause 13 of this agreement.

99.2.2. Where a current training or assessment syllabus identifies a session in advance to occur and due to the absence of the identified instructor (through sickness or other unavoidable cause) it can be demonstrated that:

- (a) the session is of an urgent nature and must take place; and
- (b) other career instructors, Leading Firefighters, Station Officers, Operations Officers or volunteers within a 100km radius cannot deliver that urgent session and the session cannot be

rescheduled;

then CFA can source appropriate instructors to deliver that session.

- 99.2.3. Any such sessional instructor must be accredited in the relevant modules and have appropriate training qualifications (Certificate IV in Training and Assessment TAA04 or equivalent) and be endorsed by the Operations Manager Learning & Development.
- 99.2.4. Where the instructor is not covered by other conditions i.e. through a contract arrangement then the instructor will be paid the rate of a career instructor on a pro rata basis plus a loading of 25% in lieu of all conditions of employment except for long service leave.
- 99.2.5. On the last day of each month, the CFA will provide the UFU with a written report detailing any instances in which instructors have been used and this clause has been invoked. This report will include the qualifications of the instructor/assessor and the nature of the training provided.
- 99.2.6. Nothing in this clause shall prevent volunteers delivering training on a voluntary basis. Such volunteers may be reimbursed out of pocket expenses without that constituting remuneration.
- 99.2.7. **Classification and Location of Instructors**

The parties agree that any positions over and above the current Chart in Schedule 1 will not be at the expense of career Firefighter and Station Officer numbers. Should Firefighter or Station Officer numbers increase as contemplated above they will not be at the expense of career instructor numbers.

- 99.2.8. For the purposes of this agreement, paid means any form of payment in money or in kind made to any person, persons, organisation, company, contractor, consultant etc. This does not include re-imbusement to volunteers for out of pocket expenses incurred by them whilst undertaking their volunteer duties.

- 99.2.9. The parties agree to the following as they relate to operational training and assessment within CFA:
- (a) All paid assessment of volunteers operational competencies including Recognised Prior Learning and Recognised Current Competencies will be carried out by those employees who are employed as instructors or career firefighters and officers who are qualified assessors, as provided for in Schedule 6, CFA/UFU Joint Statement on Operational Training and Assessment in CFA, of this agreement.
 - (b) All paid instructors will be covered by the terms of this part of the agreement, together with any provisions of the VFIEI Award (or its successor) as if the Instructor were a Station Officer covered by the VFIEI Award, and will operate within the principles as set out in Schedule 6, CFA/UFU Joint Statement on Operational Training and Assessment in CFA, of this agreement.
 - (c) All operational Training and Assessment is the statutory responsibility of the Chief Officer. Accordingly, the Chief Officer will ensure that this responsibility is met through established CFA procedures. These procedures will include instructors from Fiskville, other instructors and appropriately qualified staff monitoring and ensuring the quality of training programs delivered to volunteer and career firefighters satisfy the standards and procedures determined by the Chief Officer.
- 99.2.10. All Operational Training and Assessment will be conducted consistent with the principles stated in Schedule 6, CFA/UFU Joint Statement on Operational Training and Assessment in CFA, of this agreement.

99.3. **Equipment/Resources**

- 99.3.1. Instructors will be provided with all the necessary equipment, resources and transport to enable them to undertake their duties.
- 99.3.2. 'Necessary equipment, resources and transport' may, depending on the circumstances of the duties of each instructor on the day include, but are not limited to:
- (a) Notebook computer
 - (b) Mobile Phone
 - (c) Data Projector
 - (d) Projector Screen
 - (e) Whiteboard.
- 99.3.3. Instructors who are required to respond to and answer queries from volunteers whilst they are visiting brigades to conduct training will be provided necessary equipment such as a lap top with a wireless broadband adaptor or Next G card so that they can have access to the internet, TRAIN and RMS to undertake their duties.

99.4. **Vehicle Safety**

- 99.4.1. All instructor vehicles, where deemed necessary, will as a minimum be fitted with the following additional safety equipment:
- (a) CFA radio
 - (b) Driving lights
 - (c) Fog lights
 - (d) Bull bar

- (e) Adequate electronic safety device from impact with animals
i.e. shuroo
- (f) Appropriate storage areas for equipment as agreed by the
instructor.

99.5. Commuter Use of Vehicles

99.5.1. Employees covered by this part will have available to them a CFA red plated vehicle to enable them to carry out their duties.

99.5.2. Where there is a CFA business requirement, and with the agreement of their General Manager, an employee chooses, a vehicle will be available for commuter use at the following costs:

- (a) up to 12,000 km annually \$1,400.00 per annum (net after tax)
or agreed fortnightly instalment;
- (b) over 12,000 km annually \$2,300.00 per annum (net after tax)
or agreed fortnightly instalment.

99.5.3. An employee may choose to not use the vehicle for commuter use at any time, in which case payments will cease to be made.

99.5.4. The rates specified above will be reviewed by the parties at the expiry of this agreement.

99.5.5. It is not the intention of CFA to charge employees covered by this agreement a vehicle contribution in excess of that stated in the CFA Vehicle Policy as varied from time to time and in accordance with clause 99.5.2 above.

99.6. Classification/Recruitment & Selection

99.6.1. Instructors will be classified as either Structural, Wildfire or Fiskville Instructors.

99.6.2. All instructor positions will be advertised internally and be filled by career Firefighters and Officers and current CFA Instructors employed on a full time basis, who can demonstrate a minimum of 5 years service as a professional firefighter within a UFU/CFA joint recognised State or Territory controlled fire service within Australia or such other fire service as agreed by the parties on a case by case basis, and who meet the agreed key selection criteria for the position. Externally appointed instructors must apply within their respective stream. After advertising internally on two occasions and where there are no suitable internal applicants, such positions will be advertised externally and filled by persons who meet the agreed key selection criteria for the position, including:

- (a) In the case of Instructors - Fiskville and/or Structural - at least five (5) years recognised service as a paid career firefighter in a professional/career recognised fire service or equivalent established by recognition of prior learning (RPL).
- (b) For the purpose of this clause and this agreement a professional career recognised Fire Service is a State or Territory government controlled service within Australia or such other Fire Service as agreed by the parties on a case by case basis.
- (c) All applicants for Instructor-Structural, positions must have as a minimum the practical career experience, skills and qualifications as a paid career firefighter required to be eligible to transfer or seek promotion to the rank of Leading Firefighter or equivalent established by recognition of prior learning (RPL).
- (d) In the case of instructors - Wildfire - the technical management skills and experience commensurate with that of a LFF or Crew Leader, who has served in a Career or Integrated Firefighting agency for a minimum of five (5) years career firefighting service, or equivalent established by recognition of prior learning (RPL) and who can demonstrate

significant practical experience in all facets of wildfire suppression or as agreed by the parties on a case by case basis.

99.6.3. Consistent with CFA selection policy Instructor Interview Panels will comprise of:

- (a) Operations Manager, Training Development
- (b) Area Training Manager
- (c) Operations Manager from Area if required
- (d) Structural or Wildfire Instructor according to stream of position being interviewed
- (e) A representative of employees nominated by the UFU.

All of the above are required to have completed the CFA approved Recruitment & Selection training program.

99.6.4. In accordance with clause 68.1 the provisions of clause 99.6.3 will form part of the review.

99.7. Recognition of Prior Learning / Recognition of Current Competency

99.7.1. The parties agree to convene an independent RPL/RCC Panel to be specifically utilised for the purposes of validating competency and experience of individuals either;

- (a) Seeking to apply for an Instructors position; or
- (b) For currently appointed Instructors to validate their capability to deliver specific training modules outside of their appointed stream (i.e. Wildfire or Structural).

99.7.2. The parties agree that membership of this panel will be:

- (a) Chairperson: a member of an Academic Institution conversant with RPL/RCC principles and competency-based training. This person will be a suitably qualified candidate nominated following agreement by the parties.
- (b) A CFA Management representative conversant with RPL/RCC principles, competency based training, the Public Safety Training Package and their application within CFA;
- (c) A UFU nominee conversant with RPL/RCC principles, competency based training, the Public Safety Training Package and their application within CFA.

99.7.3. All judgements of competence by the panel in regard to RPL/RCC will be made by consensus.

99.7.4. The parties agree that this panel will continue to be constituted.

99.7.5. Recognition of Prior Learning / Recognition of Current Competency for the purpose of accreditation to perform the duties of "Training Instructor" requires an assessment by the RPL/RCC Panel, referred to in clause 99.7.1 above, to judge RPL/RCC against the competencies and experience equivalent of:

- (a) Recruit level competencies; and
- (b) Minimum Five years' career firefighting experience; and
- (c) Appropriate structural modules to at least LFF level; and/or
- (d) Wildfire modules to at least LFF level; and
- (e) Certificate 4 Workplace Assessors and Training qualifications (or be a current career firefighter holding Workplace Trainer Category A or equivalent).

- 99.7.6. Current career firefighters and Station Officers who hold Workplace Trainer Category A or equivalent will be given the opportunity to upgrade to Certificate IV Workplace Trainer and Assessor within the life of this agreement.
- 99.7.7. A successful external applicant through the RPL process cannot laterally transfer into an operational role other than by agreement with the UFU. However, a Wildfire Instructor without a CFA firefighting rank of QFF with LFF qualifications or above cannot laterally transfer into an operational role at any time.
- 99.7.8. All applicants deemed eligible for consideration for a position of Training Instructor by the RPL/RCC process shall be accredited for wildfire and/or structural trainer accreditation prior to being eligible to apply for an advertised vacant position.
- 99.7.9. Schedule 7 specifies the modules in which structural and / or wildfire instructors can deliver training. To deliver training in both structural and wildfire competencies personnel must be accredited for both wildfire and structural streams or resubmit to the RPL/RCC processes to validate their capability to deliver specific training modules outside of their appointed stream (i.e. Wildfire or Structural). The parties agree that Schedule 10 must be updated in line with the revision contemplated by clause 93.2 of this agreement.
- 99.7.10. The process and provisions agreed above will be reviewed within the life of the agreement.

99.8. **Hours of Work**

- 99.8.1. Instructor's hours of work shall be in accordance with the provisions of clause 79.
- 99.8.2. Such employees shall be required to work an average of 42 hours per week over an eight week cycle, two of which shall be overtime

work and paid for as such and the remaining two hours shall be taken as accrued leave.

- 99.8.3. The ordinary working hours/shifts of employees shall not exceed:
 - (a) 14 on any one day
 - (b) 48 in any 7 consecutive days
 - (c) 96 in 14 consecutive days
 - (d) 192 in 28 consecutive days
 - (e) 336 in 56 consecutive days.
- 99.8.4. For hours worked in excess of those specified above, the provisions of clauses 42.2 and 82.1 shall apply.
- 99.8.5. Within the parameters specified within this sub-clause, the actual hours to be worked by each employee shall be agreed between the CFA and employee concerned and in the case of no agreement, the CFA and UFU will agree.
- 99.8.6. There shall be no split shifts.
- 99.8.7. There must be a 10-hour break between duty shifts.
- 99.8.8. A maximum of 16 nights in any 8-week period may be worked.
- 99.8.9. The Instructor shall have three full weekends off in any 8-week period and must have at least two consecutive days break in every week.
- 99.8.10. Any Instructor who is required to undertake training or assessment, including travel to and or from the training venue on or after 2200 hours shall be given the option of suitable accommodation at the expense of the employer.

99.8.11. Training Instructor's who are required to perform instruction, assessment or other work-related duty at an alternative work location for at least 2 hours after 6.00pm will be provided with an evening meal or be paid the appropriate allowance in accordance with Schedule 4 of the agreement.

99.9. **Overtime**

99.9.1. Career Instructors shall be offered overtime in the first instance, taking into consideration required competencies, location and excessive hours.

99.9.2. To assist in the interpretation of this clause, the CFA and UFU agree that:

- (a) 'Overtime in the first instance' – means all overtime opportunities to provide courses, instruction or assessment over and above usual working hours.
- (b) 'Required competencies' – means instructing within the appointed stream or across streams as agreed between the CFA and UFU.
- (c) 'Location' – will be determined in the following sequence:
 - (i) To Career Instructor's employed within the area where the training or assessment is to take place
 - (ii) To Career Instructor's employed within the adjoining area of where the training or assessment is to take place
 - (iii) To SO/LFF within the area where the training or assessment is to take place
 - (iv) To SO/LFF employed within the adjoining area of where the training or assessment is to take place.

99.10. **Location of Work**

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

99.11. **Wages**

99.11.1. Firefighters and Station Officers working as an Instructor shall be paid at the rate of at least one rank above their substantive rank on station.

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

99.11.3. **Internal Appointees** - Firefighters, Station Officers, Operations Officers and Operations Managers

(a) Instructors appointed from the classifications of Firefighter and Station Officer, Operations Officer and Operations Manager will translate to the following pay rates:

Substantive Classification	Pay Rate as Instructor	Instructor Title
Qualified Firefighter (with Leading Firefighter qualifications)	Station Officer	Leading Firefighter
Senior Firefighter (with Leading Firefighter qualifications)	Station Officer	Leading Firefighter
Leading Firefighter	Station Officer	Leading Firefighter
Station Officer	Senior Station Officer	Station Officer
Senior Station Officer	Senior Station Officer plus 10 relativity points of QFF	Senior Station Officer
Operations Officer	Operations Officer	Operations Officer
Operations Manager	Operations Manager	Operations Manager

99.11.4. **External Appointees** - In the case of externally appointed instructors, the process for determining the pay-point at which the employee is to be paid at the time of appointment shall be agreed by the CFA and UFU within four months of making this agreement. If not agreed within four months, Instructors will be paid at the Senior Instructor rate of pay in accordance with Schedule 8.

99.12. **Progression**

The progression principles to determine how instructors will progress through the various pay-points will be determined by agreement within four months of making this agreement. If not agreed within four months, the UFU proposed model in accordance with Schedule 8 will be adopted by the parties.

99.13. **Transfer**

The principles concerning transfer from one location to another to perform the same role will be determined by agreement within four months of making this agreement. If not agreed within four months, the matter will be dealt with in accordance with the dispute resolution procedure of this agreement.

99.14. **Superannuation**

99.14.1.

For all internal appointees who have taken the position of Instructor on an appointed basis as opposed to secondment, the total wage of the applicable new rank shall include the allowance for day work and be counted as superable salary.

99.14.2.

This shall also apply to seconded employees who take up a position on secondment for three years or more, within their last three years prior to retirement. In such cases, the secondees substantive position will be backfilled on a permanent basis. Should the secondees wish to return to normal duties at the conclusion of the three year secondment period, then the following will occur:

- (a) their superable salary shall return to their substantive rate; and
- (b) the location and position they return to will be determined by CFA after consultation with the employee concerned. Every effort will be made to accommodate the personal requirements of the employee.

99.15. **Mentoring**

99.15.1.

The role of an Instructor as a mentor at an incident is to assist with the development of skills, knowledge and succession planning of CFA volunteers and career staff, commensurate with their individual competence level and endorsement by Chief Officer to undertake such task.

99.15.2.

When performing this task at an incident, Instructors are not to perform the actual operational role and are to act strictly as a mentor to:

- (a) provide one on one training and support for volunteers and/or career staff who are undertaking a task in accordance with a jointly developed mentoring program consistent with the recommendations being considered in the Safer Firefighting Project; and
- (b) enable validation of training processes being used within CFA.

99.16. **Operational Use of Instructors**

99.16.1. The role of Instructors is the coordination, development/preparation and delivery of training consistent with their agreed position description. Instructors skills and experience may be utilised to mentor career staff or volunteers.

99.16.2. An Instructor will not:

- (a) Perform operational response duties normally undertaken by Career Firefighters, Station Officers, Operations Officers, Operations Managers and/or volunteers.
- (b) Be a Regional Duty Officer or perform Regional Duty Officer (RDO) activities.

99.16.3. Provided that Firefighters and Station Officers are not available to perform such roles, Instructors may be used in a functional or specialist role within an Incident Management Team (IMT) at a type 2 or 3 incident and also be utilised for the following roles:

- (a) Air Attack Supervisor
- (b) Air Base Manager
- (c) Air Observer
- (d) Aircraft Officer
- (e) Fire Investigator Wildfire/Structural

99.16.4. The Instructors must have the requisite qualifications and endorsement by the Chief Officer. When considering the requirement to utilise instructors in a functional or specialist role within an IMT, the Operations Manager should have regard to offering these operational opportunities to trained firefighters and

Station Officers who require skills acquisition, skills maintenance, further experience and/or mentoring to become "endorsed" or maintain their skills.

99.16.5. For instructors who do not have 5 years operational experience, the parties agree to develop career opportunities and career paths (other than into operational firefighting). The parties will seek the assistance of FWA by way of conciliation to help to achieve this outcome.

99.16.6. Notwithstanding the above provisions, the parties agree in principle for instructors who have completed a CFA recruit course to be utilised operationally. In this context, the parties will develop guidelines which must be agreed between the parties for such use within 3 months. To avoid any doubt the instructors that are referred to above who may be used for operational purposes must be instructors who at the time of their appointment as instructor were already appointed to one of the CFA firefighting ranks referred to in clause 11 above. Such guidelines will include the use of operational instructors at protracted fires and incidents and other fire incidents on a case by case basis as agreed by the parties.

99.16.7. Given the inherent dangers of firefighting and the need to ensure safety of all CFA employees and volunteers, Instructors will be under the command of the Chief Officer.

99.17. **Uniform**

99.17.1. Each Instructor will be provided with a uniform as agreed by the parties.

99.17.2. The selection of uniform apparel, between operational and corporate, is a matter to be determined between the Instructor and Training Manager to meet the specific requirements of the training being conducted.

99.17.3. Epaulettes - Firefighters and Station Officers

Substantive	Epauettes
QFF or Senior Firefighter with LFF qualifications	Leading Firefighter (3 chevrons)
On completion of FO1 assessment	Station Officer (1 pip)
Leading Firefighter	Leading Firefighter (3 chevrons)
On completion of FO1 assessment	Station Officer (1 pip)
Station Officer	Station Officer (1 pip)
Senior Station Officer (Senior Instructor)	Senior Station Officer (2 pips)

Upon completion of the Instructor secondment period or when performing skills maintenance, all Firefighters and Station Officers will return to their substantive rank and insignia.

99.17.4. Epauettes - Other

All other Instructors, irrespective of their backgrounds, are to wear "Instructor" only on epauettes.

99.17.5. Name tags

All Leading Firefighters and Station Officers who perform the role of Instructor maintain their rank on their name tag. All other Instructors, irrespective of their backgrounds, are to wear "Instructor" or "Senior Instructor" and their name on their name tag.

99.17.6. Helmets

Instructor's helmets will be blue in colour with the wording "Instructor" on the helmet. This wording is not to be departed from under any circumstances and it is irrelevant whether the person is a Senior Instructor or Instructor for helmet identification purposes. The exception to this is Fiskville staff who wear orange helmets to distinguish them from other Instructors at Fiskville.

When firefighters and station officers are performing skills maintenance then their substantive operational helmet and rank insignia, including skills identification, is to be worn.

99.18. **Secondment and Relief**

- 99.18.1. Positions will be filled by way of permanent appointment or for agreed periods of secondment not exceeding two years on criteria to be agreed by the parties.
- 99.18.2. Personnel appointed as an Instructor on secondment for a period, or those relieving these persons, shall not reduce the full period of the secondment unless otherwise agreed between CFA and the employee. Such agreement will not be unreasonably withheld. This provision does not apply to an employee who obtains a transfer or promotion to another position.
- 99.18.3. At the conclusion of any period of secondment the Instructor and Reliever/s shall return to their previous location at the substantive position and classification held immediately prior to the secondment. In such cases where there are personal circumstances that prevent an immediate return to the previous location to occur, the parties will agree on the arrangements to apply until the employee/s return to their previous location.
- 99.18.4. The filling of vacancies created by the secondment of Instructors will be in accordance with the following sequence:
- (a)
 - (b) offered to appointed relievers from the seconded Instructors home location
 - (c) offered to eligible career Firefighters/station officers who have registered an expression of interest in filling such positions
 - (d) an internal advertisement process
 - (e) other spare relievers on a short-term and equitable basis, i.e. 28 days.

99.18.5. 'Secondment' for the purposes of this clause means secondment of a CFA employee into the position of Instructor. It does not refer to secondment of an employee from another fire service within the meaning of clause 28.3 and as such the provisions of clause 28.3 do not apply to secondments under this clause.

99.19. **Skill Maintenance**

Firefighters and Station Officers

99.19.1. Firefighters' and Station Officers' operational competencies are to be maintained in the following manner:

99.19.2. Skills maintenance for these employees will be achieved by the Instructor spending up to 28 days per year on station (depending on the skills required to be maintained). The location and time to be spent on skills maintenance will be as agreed between the CFA and employee concerned and in the case of no agreement, it will be agreed by the CFA and UFU.

99.19.3. The release of Instructors to undertake skills maintenance shall not be unreasonably withheld.

External Appointees

99.19.4. Skills maintenance for Wildfire Instructors will be achieved by the Instructor spending up to 28 days per year (depending on the skills required to be maintained) at appropriate locations such as prescribed burning operations. The location and time to be spent on skills maintenance will be as agreed between the CFA and the employee (or their representative).

99.19.5. Skills maintenance for Structural Instructors will be achieved by the Instructor spending up to 28 days per year (depending on the skills required to be maintained) at appropriate locations such as Fiskville, appropriate training grounds or fire stations. The location

and time to be spent on skills maintenance will be as agreed by the CFA and the employee (or their representative).

99.19.6. As part of skills maintenance contemplated in this sub-clause, the CFA will ensure that instructors are provided opportunities to mentor in the following roles:

- (a) Ground Observer
- (b) Safety Officer
- (c) Staging Area Manager.

99.20. **Annual Leave**

99.20.1. The Public Holiday portion of the 65.06 days annual leave will not be deducted until such times as the public holiday has been taken by the employee.

99.20.2. An Instructor who is required to work on a Saturday or Sunday either directly before or after a public holiday shall not have the public holiday deducted from their annual leave amount.

99.21. **Fiskville**

Appropriately Qualified CFA Career Firefighters and Station Officers at Fiskville will be able to turn out at an incident at Fiskville.

99.22. **Further study**

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

99.23. **Allowances**

99.23.1. **Facility Allowance**

An Instructor who is required to instruct and or assess at a facility that does not have one or more of the following shall be entitled to an allowance in accordance with Schedule 4 per day or per training session, whichever is the greater:

- (a) Mains power; tea/coffee making facilities; meeting/training room; adequate heating/cooling; appropriate seating arrangements; adequate toilet facilities; wash basin/sink with mains hot water.

99.23.2. **Qualification allowance**

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

PART C - CONDITIONS APPLYING TO OPERATIONS MANAGERS / OPERATIONS OFFICERS

100. APPLICATION OF PART C

100.1. This part applies to all employees of the CFA engaged in or performing work that is or may be performed by an employee engaged in a classification or occupation referred to in this part of the agreement.

101. HOURS OF WORK

101.1. The parties recognise the diverse range of duties performed by employees including the need for flexibility in work times to meet organisational and stakeholder needs.

101.2. The normal hours of work of employees covered by this part of the agreement shall be an average of 38 ordinary hours per week with an additional 4 hours. The compensation for this 42 hour week is salary plus 2 hours additional annual leave (i.e. 2 hours in addition to that provided by clause 110.1).

101.3. The hours of work for each employee under this section shall not other than in exceptional circumstances exceed:

101.3.1. 14 on any one day;

101.3.2. 48 in any 7 consecutive days

101.3.3. 96 in any 14 consecutive days;

101.3.4. 192 in any 28 consecutive days;

101.3.5. 336 in any 56 consecutive days.

101.4. Any hours worked in excess of an average 42 hours per week in the 13 week period shall be taken as time in lieu. Up to two weeks time in lieu may be transferred to the employee's leave bank per financial year, at the employee's discretion. Should such time in lieu not be able to be taken within the above

mentioned 13 week period, or within the first four weeks of the next 13 week period for any reason, then the time in lieu shall be accrued in the employees leave bank or paid out at single time rates at the employee's discretion.

- 101.5. If by the end of the 9th week of the 13 week cycle, the average weekly hours worked are in excess of 42 hours, a management plan, in discussion with the employee, will be implemented to ensure that the average hours do not exceed 42 at the end of the cycle.
- 101.6. Time worked in recognised Operational Recall circumstances shall be paid as overtime at double time rates. Schedule 9 sets out circumstances which constitute Operational Recall.
- 101.7. The hours of work and rest periods specified in clauses 101.3 and 101.4 shall be managed by the Operations Manager / Operations Officer after providing advice to their immediate line manager. The line manager shall ensure that hours of work are managed consistent with the employer's obligations under the Fair Work Act 2009 or its successor.
- 101.8. In the context of senior operational responsibilities the parties agree to review the above clauses and entitlements during the life of the agreement.

102. REST PERIODS

- 102.1. With the exception of the first day of an operational emergency, the employer will ensure employees do not work more than 14 hours consecutively.
- 102.2. Employees are entitled to 10 consecutive hours off duty between the completion of his or her ordinary work on one day and the commencement of ordinary work on the next day.
- 102.3. Where work involves ongoing major operational activity, every endeavour will be made to ensure adequate breaks between periods of duty.
- 102.4. In any 21 day period, no employee shall be rostered as:

102.4.1. Regional and/or State Duty Officer for more than 7 days; and

- 102.4.2. Regional Call Back Officer for more than 7 days.
- 102.5. Unless the employee and their manager in exceptional circumstances agree and otherwise at the employee's initiative:
- 102.5.1. No employee will work more than 7 days consecutively. Any employee who works 7 consecutive days must take 2 consecutive days off.
- 102.5.2. No employee will work more than 4 nights in any week (Monday to Sunday). Any employee who works more than 2 nights in any one week (Monday to Sunday) will be paid at double time rates for a minimum of 4 hours. For the purposes of this clause the spread of hours for night work is between the hours of 1900 and 0700.
- 102.5.3. No employee will work more than 12 hours on a Saturday or a Sunday.
- 102.5.4. A Regional and/or State Duty Officer (RDO/SDO) shall not perform more than 14 hours on duty in any 24 hour period. RDO/SDO relief will be provided for in the event that the rostered Regional and/or State Duty Officer performs 14 hours on duty in any 24 hour period until the Regional and/or State Duty Officer achieves a 10 hour break.
- 102.5.5. The Consultative Committee will consult regarding the development of business rules to apply to the RDO/SDO function by mid 2011, including the development of business rules to improve workload distribution within and across Regions. Should there be no resolution of this matter, it will be referred to the FWA for conciliation and, if necessary, arbitration.

103. WAGES

103.1. Classifications / Relativity

Each employee shall be employed in one of the classifications and be entitled to the rates (**enterprise rates**) at the relevant dates as set out at Schedule 13.

104. ALLOWANCES / HIGHER DUTIES / REIMBURSEMENTS

104.1. Nothing in this agreement will preclude access to normal reimbursement provisions available to other CFA management staff.

104.2. EMR Allowance

Operations Officers and Operations Managers who perform the role of EMR and who have successfully completed the training will receive the allowance specified in clause 88.16 and Schedule 4.

104.3. Telephone Rental Reimbursement

Employees covered by this part will be reimbursed for the cost of telephone line rental to their residence. Costs associated with work related phone calls including local phone calls, std phone calls, facsimile transmissions and computer remote access connections will be met by direct billing to CFA via phone card arrangements or by the use of their CFA allocated mobile phone.

105. HIGHER DUTIES

105.1. An Operations Officer may be required to act in place of an Operations Manager for a period. An employee who is required to act as an Operations Manager for any period shall be paid at the rate of an Operations Manager for the full period of higher duties. The rate shall be Level 1 salary or such higher level depending on competencies held by the employee.

105.2. An Operations Manager may be required to act in place of an Executive Officer level position for a period. An employee who is assigned to an Executive Officer level position for a period in excess of one week will receive a special higher duties allowance in accordance with Schedule 4.

- 105.3. An employee who is performing higher duties before commencing a period of leave and performs higher duties after their leave shall be entitled to have their leave paid at the higher duties rate.

106. TEMPORARY TRANSFER

Any employee covered by this agreement who agrees to be temporarily transferred to perform duties as required by CFA shall be paid such salary and terms and conditions of employment as agreed by the employee and CFA in writing and in accordance with this agreement. In the making of such agreement the employee shall have the right to be represented by a person of their choosing, including the UFU. In all cases the employees normal work location shall be deemed not to have changed.

107. VEHICLES

- 107.1. Employees covered by this agreement will have access to an appropriately equipped emergency vehicle to undertake their duties and be allocated such a vehicle during periods when the employee is available for operational recall. Allocation of such vehicles is not considered as private or commuter use.
- 107.2. Employees covered by this agreement may include novated car leasing in their remuneration package, subject to guidelines set down by the Victorian Government.

108. RELIEF AND RELIEVING DUTIES

- 108.1. For the purpose of this clause, planned leave means time in lieu, annual leave, long service leave, study leave, Defence Force leave, and planned absences means higher duties, training courses, project work and secondment for a period of 5 days or more, including public holidays.
- 108.2. The parties agree on the need to plan to provide relief for planned absences and leave to allow flexibility for both CFA and the employees covered by this agreement in accordance with clauses 108.5 and 108.6.

108.3. The CFA shall apply appropriate planning to ensure the equitable provision of relief across the State. This shall be in accordance with the consultation processes of this agreement.

108.4. The taking of planned leave and the provision of relief shall apply over the whole year.

108.5. **Fire Danger Period**

108.5.1. Where a "Fire Danger Period" has been declared within a Region, relief shall be provided for whole periods of planned leave within that Region, and no more than one person may take planned leave at the same time within the Region.

108.5.2. Provided that where a Region has a sufficient number of Operations Officers and Operations Managers to have more than one person on planned leave, such planned leave may be taken subject to operational capacity, workload requirements and endorsement of Manager State Operations.

108.6. **Outside Fire Danger Period**

108.6.1. Relief arrangements for particular positions are set out in Schedule 10. However, outside of the "Fire Danger Period", the basic principle of relief for planned leave (applicable to all other employees) shall be that a Region may fall to one (1) person below the normal complement for periods of up to one (1) week and maintain normal staffing levels for periods in excess of one week. Therefore, planned leave of up to one week for an individual may not be relieved. For planned leave of more than one week, relief may not be provided for one (1) week of the period. The week where relief is not provided may occur at any time within the leave period.

108.6.2. Notwithstanding the above, should special circumstances exist, the appropriate manager may approve relief for leave periods that do not exceed one (1) week.

- 108.7. An Acting Officer in Charge shall be nominated for whole periods of leave taken by the Officers in Charge of Regions. An Acting Officer in Charge shall be nominated for whole periods of leave taken by the Officers in Charge of Integrated Fire Brigades. To avoid any confusion this shall be a dedicated person with respect to each integrated station and this person shall not perform multiple roles.
- 108.8. Based on operational planning needs, the Chief Officer may require variation to the total number of employees taking leave at any one time. The Chief Officer also needs to be satisfied that the number of available Operations Managers at any one time meets operational requirements.
- 108.9. When relief cannot be provided a meeting or teleconference of the Consultative Committee will be held to discuss further options.
- 108.10. To ensure acceptable lifestyle and well being, employees covered by this agreement are encouraged to take at least one period of three weeks continuous leave within each twelve-month period (financial year).
- 108.11. Consistent with the long-term objectives of the parties and notwithstanding clauses 108.1 to 108.10 inclusive above, CFA will endeavour to provide relief:
- 108.11.1. from day one for all planned absences;
 - 108.11.2. after one week's absence in the case of other leave; and
 - 108.11.3. for long-term vacant positions
- subject to operational requirements.
- 108.12. **New Operations Officer Positions**
- CFA will continue their commitment to introduce and fill additional Operations Officer positions to facilitate relief and additional service demands and to provide a dedicated individual Officer in Charge to each integrated fire station. A framework for the implementation of this commitment has been agreed by the parties. As a matter of priority, some Operations Officer Reliever positions

will be introduced and filled within 6 months of this agreement being lodged (the “**Transitional Period**”) in accordance with the following provisions:

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

108.12.2. Prior to the introduction of any Operations Officer Reliever positions, the Consultative Committee must consult in relation to the following matters, and attempt to reach agreement about them:

- (b) The location(s) to which any Operations Officer Relievers may be appointed: Headquarters Tally Ho, Fiskville, Bendigo, Casterton, Hamilton, Colac, Geelong, Dandenong, Warragul, Sale, Bairnsdale, Seymour, Lilydale, Melton, Ballarat, Ararat, Horsham, Swan Hill, Kerang, Shepparton, Wangaratta and Wodonga or any other locations by agreement at EBIC;
- (c) The geographic areas in which Operations Officers Relievers may perform relieving duties;
- (d) The ratio of Operations Officer Relievers to Operations Officers/Operations Managers required;
- (e) Administrative arrangements which may be required in recognition of the unique role of Operations Officers Relievers; and
- (f) Any other matters required to be addressed in order to introduce the Operations Officer Reliever position in a fair, equitable and reasonable manner.

108.12.3. Additional OO positions agreed as part of the OO/OM 2008 Agreement will be implemented as soon as possible in consultation with EBIC.

108.12.4. The parties agree that the intention of Clause 108.12.1 to 108.12.3 is to facilitate the ability for Operations Officers and Operations Managers to be able to take periods of planned absences and leave. It is acknowledged that during the Transitional Period, CFA will endeavour to, but may not be able to, meet the relief requirements of this agreement.

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

109. PUBLIC HOLIDAYS

109.1. In order to meet the operational requirements of the CFA, employees may also be required to work on public holidays. Where this occurs the employee will be able to take the day in lieu, or as an additional day to be added to annual leave. The choice of remuneration method shall be at the discretion of the employee.

109.2. Where a day other than 25 December has been declared the Christmas Day public holiday, any employee who is required to work on 25 December will be able to take the day in lieu, or as an additional day to be added to annual leave.

110. ANNUAL LEAVE

110.1. Employees covered by part C of this agreement shall receive (5) five weeks annual leave.

- 110.2. A plan, agreed in discussion with the employee, will be implemented which programs annual leave accrued in a financial year to be taken by the end of the following financial year. Existing excess annual leave i.e. greater than two years accrual, will be reduced by the implementation of a specific plan, in discussion with the employee. The implementation plan may include a capacity to agree to cashing out an amount of leave (particularly leave accrued in accordance with clause 101) subject to the requirements in the National Employment Standards. To ensure acceptable lifestyle and well being, employees covered by part C of this agreement will be encouraged to take at least one period of three weeks continuous leave within each twelve month period (financial year).
- 110.3. Any employee who uses bereavement leave, compassionate or sick leave during a period of annual leave or long service leave shall extend or have re-credited the annual leave by the period of time he or she was on bereavement leave or sick leave.
- 110.4. By agreement an employee may, if requested by employer, return to work during annual leave in the event of major operational activity.

111. ORDER OF TRANSFER

An employee covered by part C of this agreement will not be transferred to permanently work at another location other than circumstances set out in clause 112 without the agreement of the employee.

112. TRANSFER ON GROUNDS OF HEALTH OR FITNESS

- 112.1. If the CFA, after consulting with the employee and considering relevant medical reports from duly qualified practitioners, including a report provided by the employee (if any), establishes that it would be detrimental to the employee's health to continue performing his / her duties or the employee is not physically fit to perform his / her duties, the CFA may vary the employee's duties or transfer the employee to a different position which will not require the employee to move home location without their agreement and agreement will not unreasonably be withheld.

112.2. If the employee is transferred to a lower position none of the employee's entitlements will be reduced.

113. POSITION DESCRIPTIONS

The Position Descriptions for employees are as set out in Schedule 11. The parties agree during the term of this agreement to review the Position Description of employees covered by this agreement. Such Position Descriptions should include the competencies and proficiency required by each rank as set out in Schedule 12.

114. REVIEW OF RANK TITLES

Within the first six months of this agreement, the parties will review and change the rank titles of Operations Manager and Operations Officer so as to eliminate any conflict between these ranks and the roles performed under AIIMS ICS. Once a name of rank has been agreed, where this agreement refers to the rank or position of Operations Officer and Operations Manager, the new rank names will apply.

115. TRAINING

115.1. Employees covered by this agreement will, when required, provide operational training and assessment to employees, volunteers and external organisations.

115.2. The parties acknowledge and agree that there has been a Skills Council (Government Skills Australia) established which will replace the Public Safety ITAB. In recognition of this, the parties agree to the following:

115.2.1. To cooperate and provide assistance to ensure the translation of the old public safety ITAB to that of the new by the Skills Council which has been established.

115.2.2. To pursue and develop the issue of portability of qualifications to enable employees within the Australian Fire Services to apply for positions at any Australian Fire Service via an agreed national standard approach.

116. EMERGENCY MEDICAL RESPONSE (EMR)

- 116.1. The parties agree that during the term of this agreement the appropriateness of trialling and introducing the emergency medical response function for certain areas of CFA will be discussed through the processes established in accordance with the consultative procedures of the agreement.
- 116.2. Should the parties agree that the emergency medical response function should be trialled then the parties will agree on the areas in which the trial will be undertaken and the terms and conditions of employment that will apply if required to undertake and/or manage this function.
- 116.3. In the above-mentioned processes the parties will seek advice from Monash University Medical Team who were involved with the introduction and monitoring of the program in the MFESB.

117. PRODUCTIVITY INITIATIVES

- 117.1. The parties agree that the following current and future productivity initiatives will be developed or will continue to be developed during the life of this agreement:
- 117.1.1. Catchment Management Concept
 - 117.1.2. Integrated Fire Management Planning (IFMP)
 - 117.1.3. Computer Aided Despatch
 - 117.1.4. Coast Guard Brigade
 - 117.1.5. Radio Replacement
 - 117.1.6. Victorian Bushfires Royal Commission Outcomes
 - 117.1.7. IECC/SECC
 - 117.1.8. Headquarters Operations Restructure

117.1.9. EMR

117.1.10. Senior Operations Manager

117.1.11. Operational Command Structure

117.1.12. CBR/Hazmat

117.1.13. Fire Station Minimum Staffing Use

117.1.14. Standard Regional Infrastructure Design

117.1.15. Standard Equipment Provision.

117.2. In keeping with the spirit of this clause, CFA:

117.2.1. Will give consideration to initiatives proposed by employees that promote effective relationships and promote job satisfaction, health and well being across work and home environments. Such initiatives include:

(a) **Health and Well Being Program**

The health and well being of employees is important to the individuals themselves, their team members and CFA as a whole. Accordingly there is a commitment to improve the health and well being of employees through:

- (i) Raising awareness of the problems
- (ii) Creating and maintaining joint responsibility for agreed outcomes
- (iii) Conducting health monitoring via random sampling on an annual basis

(iv) Providing information on health, diet and exercises and implementing programs developed in these areas.

(b) **Lifestyle/Relationship Program**

The parties agree to investigate the benefit and support for the introduction of a program aimed at providing employees covered by this agreement with support/education in communication and relationship management skills. The content and delivery of this support would be the product of discussions with focus groups of employees and their partners.

(c) **Career Counselling**

The parties agree to develop a formal process and system whereby employees covered by this agreement can access, on a voluntary basis, senior management advice and support in relation to their careers and management development.

(d) **Career Development Programs**

All employees covered by this agreement will develop an individual career development plan in conjunction with his or her manager. This plan will be used for training and career development purposes.

(e) **Financial Planning/Education Programs**

The parties agree to explore the support for the introduction of a voluntary financial planning and education program for employees covered by this agreement and their partners. The program would be designed around the needs of those involved and enable them to better cope with the emerging trend in Government tax policies and increase their awareness of “wealth creation” strategies and opportunities.

117.2.2. Acknowledges the requirement of its employees to be encouraged in their endeavours to develop a rewarding and satisfying career.

118. REGIONAL COMMAND AND CONTROL

118.1. The parties agree that during the life of this agreement they will develop a position called Operations Manager (Regional Commander) or title as agreed by the parties. The intention of the parties is to appoint a minimum of eight permanent Operations Manager (Regional Commander) positions.

118.2. In addition to the terms and conditions of employment pertaining to an Operations Manager as set out in this agreement, the following additional provisions apply to Operations Manager (Regional Commanders):

- Dedicated administrative support will be provided to each Operations Manager (Regional Commander) position by way of a suitably classified Support Officer, who will report to the Operations Manager (Regional Commander); and
- Full relief will be provided to Operations Manager (Regional Commanders) for all leave entitlements.

118.3. The position description of the Operations Manager (Regional Commander) will be developed by the parties in accordance with the consultation provisions of this agreement.

118.4. The parties will consult regarding the determination of agreed suitable competencies required to perform the role of Operations Manager (Regional Commander).

118.5. The parties agree to a moratorium for the initial appointment of Operations Manager (Regional Commander) in relation to competencies required for the Operations Manager (Regional Commander) position. The parties will facilitate the acquisition of those competencies during the life of the agreement.

118.6. Suitably qualified and Chief Officer endorsed Operations Officers and Operations Managers possessing the requisite agreed Operations Manager

(Regional Commander) competencies will be paid an all purpose Regional Command and Control qualification allowance as set out in Schedule 4. Such suitably qualified and endorsed OO/OMs shall not unreasonably refuse to perform the role.

- 118.7. Suitably qualified Operations Officers and Operations Managers undertaking the role of Operations Manager (Regional Commander) will be paid the allowance as set out at Schedule 4.

119. SAVINGS

The terms of this part shall not operate to disadvantage an employee to suffer a reduction in the level of remuneration, reduction in ordinary hours of work or any other condition of employment or a disadvantage as a result of translation from AFC to PSTP framework. All accrued entitlements at the date of commencement of this agreement relating to matters such as sick leave, annual leave, long service leave, etc will not be affected by the making of this agreement.

120. PROGRESSION

120.1. Competencies

Schedule 12 sets out the competencies expected of Operations Officers levels 1-4 and Operations Managers levels 1-4.

Progression through the ranks and levels shall follow a consistent theme from Firefighter to Operations Manager (i.e. validation/assessment, cross over/overlap of competencies between ranks). All internal appointees to the ranks of Operations Officer or Operations Manager must hold all Station Officer competencies and the competencies of the underpinning ranks.

120.2. New Internal Appointments

- 120.2.1. Employees appointed to an Operations Officer position will be required to demonstrate/validate their proficiency for Level 1 Operations Officer competencies. This validation must occur prior to

appointment. All new appointments to Operations Officer will be to a level commensurate with their competency.

120.2.2. Employees appointed to an Operations Manager position, will be required to demonstrate/validate their proficiency for Level 1 Operations Manager competencies. This validation must occur prior to appointment. All new appointments to Operations Manager will be to a level commensurate with their competency.

120.3. **Personal Development and Progression**

120.3.1. Employees at either Operations Officer or Operations Manager level will progress automatically through the pay points level 1-4 in accordance with their competencies.

120.3.2. There is an obligation on both the employer and the employee to complete the required training as mentioned in Schedule 12.

120.3.3. No employee shall perform the Regional and/or State Duty Officer role unless they have Operations Officer Level 2 competencies. No new appointee shall perform the Regional Duty Officer role unless they have Operations Officer Level 2 competencies and appropriate underpinning knowledge associated with Firefighter through to and including Senior Station Officer.

120.3.4. The employer will assist employees to formulate a development plan which facilitates the employee:

(a) Acquiring the expected competencies of a Level 2 employee within 12 months of appointment to Level 1; and

(b) Acquiring the expected competencies of a Level 3 employee within 24 months of appointment to Level 1;

(c) Acquiring the expected competencies of a Level 4 employee within 36 months of appointment to Level 1

101.11.2. Notwithstanding clause 120.3.1 above:

- (a) any Operations Officer who possesses or gains the competencies associated with Operations Officer 1-4, at any earlier time, will be paid in accordance with those competencies; and
- (b) any Operations Manager who possesses or gains the competencies associated with Operations Manager 1-4, at any earlier time, will be paid in accordance with those competencies.

121. IMPROVING PERSONAL DEVELOPMENT AND PROGRESSION

121.1. The parties are committed to ensuring progression is available to employees covered by this agreement. Accordingly, a new model of combined time based and competency based progression has been introduced in this agreement and an adequate number of scheduled training programs, wherever possible resulting in immediate competency outcomes, will be provided to enable all employees at Level 3 and below to access the opportunity to progress within a two year period.

121.2. Progression by Time

Notwithstanding the obligations in clause 120.3, employees at Level 2 of their rank who have not achieved progression to Level 3 of their rank within 24 months of appointment to Level 2 of the rank, will be advanced to the Level 3 paypoint for their rank.

121.3. Recognition of Competency

121.3.1. Employees at Level 3 of their rank may achieve recognition of Level 4 Competencies and salary advancement to Level 4 through either:

- (a) Completion of the Level 4 modules (having completed Level 3 modules) for their rank;

(b) A Skills Based Assessment; or

(c) 5 years service as an Operations Officer.

121.3.2. The Skills Based Assessment will be based on the competencies from levels 1-4 of the rank and the position description. The Skills Based Assessment will be developed by the Consultative Committee or other agreed person/persons within 6 months of this agreement being lodged with the FWA.

122. LATERAL ENTRY

Where it can be demonstrated that no suitably qualified internal applicant (as per clause 120.1 and 120.2) exists and after advertising internally on two occasions, CFA will seek to fill the vacant position through:

122.1. internal appointment of a person who does not meet all the requirements of Schedule 12; or

122.2. lateral entry of an external applicant

in accordance with the outcomes of consultation or, if not resolved, by determination of FWA of a competency based lateral entry process. A determination of FWA pursuant to this clause will be effective only for the classifications covered by this agreement and only for the life of this agreement.

123. OPERATIONS MANAGERS/OPERATIONS OFFICERS CONSULTATIVE COMMITTEE

123.1. Consultation means the full, meaningful and frank discussion of issues / proposals and the consideration of each party's views, prior to any decision. Committees established for the purpose of implementing matters relating to OO/OMs only have been established under this section and shall form part of the consultative process for OO/OMs.

123.2. The parties are committed to effective consultation and communication and agree to establish the above Consultative Committee to assist the parties to

improve productivity, efficiency and to provide for the effective involvement of OO/OMs in the decision making process. The Committee will consist of an equal number of CFA and employee representatives for OO/OMs.

- 123.3. The objectives of the Committee are to investigate and make recommendations on matters effecting OO/OMs only, including but not limited to:
 - 123.3.1. Introduction of new technology
 - 123.3.2. Changes to work organisation
 - 123.3.3. Expansion and organisational development
 - 123.3.4. Quality
 - 123.3.5. Productivity improvement
 - 123.3.6. New management practices.
- 123.4. All proposals for change effecting OO/OMs only shall be written and tabled to the Committee for consultation. Alternative proposals in writing may be developed and tabled to the Committee for consultation in response to proposals for change.
- 123.5. Employee representatives on the Committee will have adequate time and access to the employees they represent:
 - 123.5.1. Prior to the Committee meetings to prepare for agenda items; and
 - 123.5.2. Following Committee meetings to report back and seek endorsement, when necessary, on issues discussed.
- 123.6. Committee members will be provided with all relevant information and access to documentation and data pertaining to the subject matter in order to assist the consultative process, save that information concerning the identity, income

or any other information relating to any individual employee(s) is not to be provided pursuant to this clause.

- 123.7. Any dispute arising under this clause may be referred by the employer, the employee or his/her representative, to be dealt with in accordance with the dispute resolution procedures of this agreement.

PART D - COMMUNICATIONS DEPARTMENT

124. APPLICATION

124.1. This part of the agreement applies to employees:

124.1.1. employed in the Communications Department, or

124.1.2. performing work that is or may be performed by an employee in a classification referred to in this part of the agreement.

125. CTSO SALARY STRUCTURE

The classification structure and the requirements of qualifications, experience and competencies for each level will be in accordance with Schedule 14.

126. HIGHER DUTIES

126.1. An employee required to perform the duties of a CTSO grade 4 will be paid the rate of the employee they are relieving for the period of such relief.

126.2. When an employee is required to perform the higher duties of an employee in the Communications Department they shall be paid an allowance in accordance with Schedule 4.

127. AMENITIES

127.1. The CFA shall provide at each location such amenities as agreed between the union and CFA to provide for the preparation and consumption of meals and refreshments.

127.2. Tea, coffee, milk and sugar will be provided at each location.

127.3. When an employee is required to work at a location where there are no facilities for the preparation and consumption of meals the employee shall be provided with a stainless steel vacuum flask and supplies of tea, coffee, milk, sugar and water.

127.4. CFA will provide a portable fridge in all vehicles.

128. HOURS OF WORK

128.1. The ordinary hours of duty of each employee shall be 38 hours per week worked over five days Monday to Friday as a 28 day cycle of eight hours each:

128.1.1. 0.4 of an hour of each day worked shall accrue as an entitlement to take a nominated day off in each 28 day cycle;

128.1.2. The paid day off shall be nominated by the Senior Officer in charge of the Department.

128.2. A minimum of 48 hours notice shall be given to the employee of the date nominated as their paid day off, but in an emergency situation or on a day of Total Fire Ban the employer may require any employee to postpone a nominated day off. As much notice as possible in the circumstances shall be given and the postponed day off shall be taken before the completion of the next 28 day cycle.

129. ADDITIONAL HOURS WORKED

129.1. All hours worked outside of the prescribed hours or in excess of (8) eight hours on any ordinary working day Monday to Friday, excepting hours worked on the duty roster, recall or on emergency call out, shall be taken as time in lieu of receiving overtime rates. The time in lieu bank for any employee shall not exceed 40 hours under any circumstances. Once the time in lieu balance reaches 40 hours, any additional time worked shall be paid at the appropriate overtime rate prescribed in this agreement. An employee will not unreasonably refuse to take time in lieu leave owing to them.

129.2. A CTSO's manager will through appropriate planning and work scheduling ensure that time in lieu credits are minimised.

129.3. Any additional hours to the ordinary hours of work must be approved prior to being worked by a Communications Department Line Manager or the rostered

Duty Officer, except that all CTSO level 4 and out-posted CTSO level 3 employees may receive subsequent approval.

129.4. Employees who work on a Saturday, Sunday or Public Holiday shall be paid the appropriate rate as specified in this agreement.

130. DUTY ROSTER

130.1. Definitions

130.1.1. Duty Officer

The primary contact for after hour calls will be restricted to suitably skilled employees (Grade 3 and above) with the exception of out-posted based staff.

130.1.2. Support Officer (to Duty Officer)

This will be restricted to CTSO grade 1; grade 2 and those at grade 3 not included on the Duty Officer's Roster, plus out-posted staff irrespective of classification.

130.1.3. On Call

To be contactable by telephone, pager, radio or other communications media and available to return to their normal work location for work, as requested, within one hour.

130.1.4. On Duty

- (a) Travelling to and from jobs and time on the job.
- (b) Providing technical assistance by telephone or other communications media. Such employees carrying out duty in this way will accrue time in lieu on an hour for hour basis.

130.1.5. Duty Roster

- (a) Both the Duty Officer and the Support Officer shall be placed on the roster for any given week.
- (b) Each person's period on either roster will be of one week's duration and will change over at 1000 hours on Monday unless changed by mutual agreement of all affected staff.

130.2. **Responsibilities and Remuneration**

130.2.1. Duty Officer

The Duty Officer shall be responsible for attendance to after hours calls, either in person or delegated to the rostered Support Officer.

130.2.2. Support Officer

The Support Officer (rostered On Call) shall assist the Duty Officer as directed.

130.2.3. On Call Payments

The Duty Officer and Support Officer who are rostered on call shall be paid 8 hours pay extra at single time rates for each week they are on call. When an employee is on call on a public holiday an additional days pay extra at single time rates shall be paid.

130.2.4. On Duty Payments

- (a) Any Rostered Officer who is "On duty" will be paid at the appropriate overtime rate, except for instances covered by clause (b)130.1.4(b).
- (b) A minimum of three hours will be paid for each occasion they are recalled to be "On Duty" except for instances covered by clause 130.1.4(b).

- (c) The Rostered Officer shall not be required to work the full three hours if the job they were recalled to perform is completed within a shorter period.
- (d) Any other employee who is recalled to be "On Duty" will be paid at the appropriate overtime rate.

130.2.5. A minimum of three hours will be paid for each occasion they are recalled to be "On Duty".

130.2.6. They shall not be required to work the full three hours if the job they were recalled to perform is completed within a shorter period.

131. TELEPHONE RENTAL REIMBURSEMENT

Each CTSO will be reimbursed for the cost of telephone line rental to their residence. Costs associated with work related phone calls, including Local, STD, facsimile and computer access calls will be met by the CFA via phone card arrangements.

PART E - PROTECTIVE EQUIPMENT DEPARTMENT

132. APPLICATION

132.1. This part of the agreement applies to employees:

132.1.1. employed in the Protective Equipment Department, or

132.1.2. performing work that is or may be performed by an employee in a classification referred to in this part of the agreement.

133. WAGES

133.1. The following rates shall apply:

Classification	Current Annual Wage	1-Aug-10	1-Aug-11	1-Aug-12	1-Aug-13
		+3%	+3% +1.9%	+3%	+1.5%
PE Technician 1	46,374.72	47,765.96	50,133.72	51,637.73	52,412.30
PE Technician 2	48,751.96	50,214.52	52,703.65	54,284.76	55,099.03
PE Technician 3	51,129.20	52,663.08	55,273.59	56,931.80	57,785.77
PE Technician 4	53,506.44	55,111.63	57,843.51	59,578.82	60,472.50
PE Technician 5	58,259.89	60,007.69	62,982.27	64,871.74	65,844.82

* These rates are inclusive of 17.5% annual leave loading on 4 weeks pay

133.2. Weekly commuted availability allowance to be included in salary:

Classification	Current Rate	1-Aug-10	1-Aug-11	1-Aug-12	1-Aug-13
		+3%	+3% +1.9%	+3%	+1.5%
PE Technician 3	44.09	45.41	47.66	49.09	49.83
PE Technician 4	46.15	47.53	49.89	51.38	52.15

PE Technician 5	50.25	51.76	54.33	55.96	56.79
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- 133.3. Protective Equipment employees' monetary remuneration is payable in fortnightly instalments by electronic funds transfer to the bank account designated by the employee.
- 133.4. Protective Equipment employees may, in writing, request payment in advance of the ordinary pay day if he or she will be absent on approved leave when payment would ordinarily be made.
- 133.5. Superable wage shall be the total weekly wage specified above for protective equipment employees.
- 133.6. A bonus payment will apply to protective equipment employees on the terms previously agreed by the parties.

134. HIGHER DUTIES

- 134.1.1. A Grade 3 or 4 employee required to perform the duties of the Grade 5 Technician will be paid higher duties at the rate applicable to the Grade 5 Technician for the whole period of higher duties.
- 134.1.2. A Grade 4 or 5 employee required to perform the duties of the Manager Technical Services will be paid higher duties at the rate applicable to the Manager Technical Services for the whole period of higher duties.

135. AMENITIES

- 135.1. The CFA shall provide such amenities as agreed between the union and CFA to provide for the preparation and consumption of meals and refreshments.
- 135.2. Tea, coffee, milk and sugar will be provided at each location. Facilities for preparing hot drinks shall be provided for all employees on duty outside the normal place of work.

136. HOURS OF WORK

- 136.1. The ordinary hours of work for each employee shall be an average of 38 hours per week.

136.2. The ordinary hours of work shall be worked:

136.2.1. Monday to Friday inclusive, between the hours of 0730 hours and 1730 hours as determined by the Officer in Charge;

136.2.2. On the basis of a 28 day work cycle under which an employee is entitled to one day off work in each pay cycle without loss of pay, at such time as determined by the Officer in Charge.

137. BREAKS

137.1. Protective Equipment employees are entitled to an unpaid 30 minute meal break to be taken between the hours of 1200 and 1400 hours.

137.2. Protective Equipment employees are entitled to a paid morning tea break of ten minutes.

138. VARIATION TO HOURS OF WORK – TECHNICIANS

138.1. To allow the delivery of technical services off site, which may involve attendance at a brigade training night, the ordinary hours of work may be varied on up to nine occasions per year per employee. Such hours will be set between 1200 and 2200 hours. Five days' notice of need for change of hours shall be given to the employee.

138.2. Ordinary hours of work shall not exceed 8 hours per day including a paid meal break.

139. OVERTIME AND RECALL

139.1. All overtime shall be paid for at double time rates.

139.2. An employee who is retained on duty at the conclusion of their normal work day for 60 minutes or more shall be paid a minimum of four hours at double time provided that if the work to be done is completed within four hours, the employee need not stay for the full four hours.

139.3. An employee recalled to work overtime shall be paid for a minimum of four hours' work at the rate of double time per hour. They shall not be required to work the full four hours if the job they were recalled to perform is completed within a shorter period.

139.4. Where a PE Technician is recalled to duty, he/she shall be reimbursed at the prescribed rate for Motor Vehicle Allowance in Schedule 4 for all kilometres travelled from the point of recall to return while using their own vehicle for the recall.

140. ROSTERED PE SUPPORT TECHNICIAN

140.1. The Rostered PE Support Technician shall provide routine specialist technical services outside of the normal work hours, at the direction of the PE Duty Officer, in response to operational incidents requiring the replenishment of critical protective equipment capacity.

140.2. PE Technician Grades 3, 4 and 5, upon successful completion of the probation period, will participate in an equitable roster, and the period on the roster will be of one week duration and will change over at 1000 hours on each Wednesday unless changed by mutual agreement of all affected staff.

140.3. The Rostered PE Technician shall ensure they are able to return to their normal work location for work within 90 minutes of being requested via mobile phone or pager.

140.4. The Rostered PE Technician shall be paid a commuted availability allowance equal to 8 hours pay extra at single time rates for each week they are rostered on call. When the on call period includes a designated public holiday an additional days' pay at single time rates shall be paid. The commuted availability allowance will be consolidated as part of base salary.

141. DEPARTMENT FUNCTIONAL RESPONSIBILITIES

The Protective Equipment Department is an expertise centre relating to the technical, design, research and development, performance standards and testing of personal protective equipment and protective clothing, including latest developments in this field of knowledge. CFA will continue to facilitate this objective through the provision of in-house and external specialist courses.

PART F - CONDITIONS APPLYING TO PRACTICAL AREA DRILL DEPARTMENT

142. APPLICATION

142.1. This part of the agreement applies to employees:

142.1.1. employed in the Practical Area Drill Department, or

142.1.2. performing work that is or may be performed by an employee in a classification referred to in this part of the agreement.

143. WAGES AND CONDITIONS

143.1. Weekly Wage Rate:

Classification	Current Rate	1-Aug-10	1-Aug-11	1-Aug-12	1-Aug-13
		+3%	+3% +1.9%	+3%	+1.5%
PAD Operator	1,397.53	1,439.45	1,510.80	1,556.13	1,579.47
PAD Supervisor	1,580.03	1,627.43	1,708.10	1,759.34	1,785.73

143.2. The parties agree that the above rates will be applicable at the time of approval of the agreement on the basis that as the first priority within one week of approval of this agreement the parties will negotiate appropriate training, education, qualifications and additional duties to enable employees within this classification to be qualified and competent in performing the work that reflects the rate of pay as specified above.

143.3. Position descriptions will be developed within 7 days of approval of this agreement and will be agreed between the parties commensurate with clause 143.2.

143.4. No employee will suffer a reduction in ordinary hours of work, paid leave, long service leave, personal leave, wages or any other entitlement as a result of the operation of this clause.

144. HIGHER DUTIES

144.1. Where an employee is required to perform the duties of PAD Supervisor, they must be paid at the rate of the PAD Supervisor for the whole period of performing such duties.

144.2. A PAD Supervisor undertaking higher duties will be paid an allowance in accordance with Schedule 4 for all time worked on such duties.

145. ALLOWANCES

145.1. Travel allowances and Travelling Time

145.1.1. Should an employee be required to travel to a location which is not the normal place of work the time spent travelling from his or her home to the place of work shall be paid for at the appropriate wage rate. Such time shall be classified as overtime if it falls outside of the prescribed ordinary hours of work.

145.1.2. Should the employee use private transport for such travelling then the mileage allowance prescribed in Schedule 4 shall apply.

145.2. BA Training

An employee assisting an instructor in BA training will receive an allowance in accordance with Schedule 4 for all time worked on such duties.

145.3. PAD Safety Function

145.3.1. An employee performing a PAD safety function will receive an allowance in accordance with Schedule 4 for all time worked on such duties.

145.3.2. As part of the process outlined in clause 143.2 above, the parties agree to review the role, function, arrangements and appropriate allowance with respect to performing the PAD safety function. The outcomes of such review will be referred to EBIC for consideration.

146. PAID MEAL BREAK

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

147. AMENITIES

In addition to the conditions provided in the other parts of this agreement:

- 147.1. the employer shall provide such amenities as agreed between the union and employer to provide for the preparation and consumption of meals and refreshments; and
- 147.2. tea, coffee, milk and sugar will be provided at each location. Facilities for preparing hot drinks shall be provided for all employees on duty outside the normal place of work.

148. HOURS OF WORK

In addition to the conditions provided in the other parts of this agreement:

- 148.1. The ordinary hours of duty of each employee shall be 38 hours per week worked over eight hours per day, five days Monday to Friday, between the hours of 0800 hours and 1645 hours. Two hours of each week's work shall accrue as an entitlement to take a nominated day off in each 28 day cycle, one hour and 36 minutes shall accrue during the week in which the nominated day off is taken.
- 148.2. The paid day off shall be nominated by the Senior Officer in charge of the section. A minimum of 48 hours notice shall be given to the employee of the date nominated as their day-off, but in an emergency situation or on a day of Total Fire Ban, the employer may require any employee to postpone a nominated day off. As much notice as is possible in the circumstances shall be given and the postponed day off shall be taken before the completion of the next 28 day cycle.

149. OVERTIME

- 149.1. At the election of the employee time off equivalent to the period of overtime worked may be taken in lieu of receiving overtime rates, provided that if overtime has not been taken within the next two pay periods the penalty rate for the overtime will be paid.

150. FLEXIBLE HOURS OF WORK

A loading for working flexible hours is included in salary.

151. WORKING ALONE

Within the first 6 months of this agreement, the parties shall jointly develop operating procedures and allowances to be paid regarding working alone.

152. TELEPHONE RENTAL REIMBURSEMENT

152.1. Costs associated with work related phone calls including local calls, facsimile transmissions and computer remote connections are to be met by direct billing to the CFA via "phone card" facilities.

152.2. Where CFA determines it necessary for an employee to be contactable after hours, a mobile phone will be provided to that employee and paid for by the CFA.

PART G - CONDITIONS APPLYING TO FIRE SERVICE COMMUNICATION CONTROLLERS

153. APPLICATION OF AGREEMENT

- 153.1. This part of the agreement applies to those employees who are engaged in the occupation of Fire Service Communication Controller.
- 153.2. The provisions of parts A; B and C also apply to employees covered by this part, with the exception of the following:
- 153.2.1. Clause 68: Career Paths and Opportunities
 - 153.2.2. Clause 84: Rest and Recline
 - 153.2.3. Clause 88: EMR
 - 153.2.4. Clause 90: Amenities
 - 153.2.5. Clause 95: Higher Duties.

154. ROSTERING ARRANGEMENTS AND PROCEDURES

154.1. Transfers

- 154.1.1. Transfers of employees are to be undertaken to minimise the movement of employees.
- 154.1.2. Transfers will be undertaken in accordance with the arrangements prescribed below.
- (a) Employees will be allocated to a specific shift. Any employee who agrees to undertake day work duties shall receive the allowance for Special Administrative Duties in accordance with Schedule 4.
 - (b) Employees to be transferred to another shift will be personally notified on shift. Employees will not be transferred while on annual leave. Personal notification includes email where the personal email address has been installed and employees are trained in its use.

- (c) Employees other than the designated reliever will not be transferred more than seven times in a three year period. Each three-year period stands alone.

154.2. **What Constitutes a Move?**

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

- (a) If an employee is transferred to a position that they have applied for and been granted, this transfer does not count as a move.
- (b) If an employee returns to a different shift that he/she was rostered to prior to annual leave, this constitutes a move.
- (c) Temporary career development secondments which an employee volunteers to undertake that results in a change of shift shall not constitute a move.
- (d) Temporary secondments required by the employer resulting in a change of shift constitute a move.
- (e) Where penalties are paid due to late notification the move back to the normal shift is not counted as a move.

154.3. **Transfer Grievance Committee**

154.3.1. A transfer grievance committee consisting of two employer and two employee representatives and the Staff Deployment/ Rostering Officer shall be instigated. This committee shall hear and determine any grievance brought before it by any employee who believes he / she has been unfairly treated because of a transfer.

154.3.2. Any grievance in regard to transfers must be immediately notified to the Manager of Communications by telephone, followed by a written report explaining the reason for the grievance.

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

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

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

155. ORDINARY HOURS OF WORK

155.1. The ordinary working hours for employee's shall be 38 per week, over a cycle of eight weeks for which the roster of hours and leave operates. Employee's shall be rostered and worked an average of 42 hours per week, two of which hours shall be overtime work and paid for as such and the remaining two hours shall be taken as accrued leave, in accordance with the roster laid down for this purpose.

156. ROSTER OF HOURS

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

Shifts

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

156.2. 12/12 ROSTER SYSTEM

	F S S M T W T	F S S M T W T	F S S M T W T	F S S M T W T
A Platoon	DDN	N	DD	NN
Hours	34	34	38	38
B Platoon	DDNN	DDNN	DDN	N DD
Hours	48	48	34	34
C Platoon	DDNN	DDNN	DDNN	DDNN
Hours	48	48	48	48
D Platoon	NN	D DNN	DDNN	DDNN
Hours	38	38	48	48
A Platoon	DDNN	DDNN	DDNN	DDNN
Hours	48	48	48	48
B Platoon	NN	D DNN	DDNN	DDNN
Hours	38	38	48	48
C Platoon	DDN	N	DD	NN
Hours	34	34	38	38
D Platoon	DDNN	DDNN	DDN	N DD
Hours	48	48	34	34

156.3. The rostered hours of each worker shall not exceed:

- (i) 12 on any one day
- (ii) 48 in any one week
- (iii) 96 in fourteen consecutive days
- (iv) 192 in twenty-eight consecutive days
- (v) 336 in fifty-six consecutive days

156.4. The roster when once compiled shall not be departed from except to meet an emergency due to sickness or other unexpected or unavoidable cause or by personal agreement between the employer and the employees concerned.

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

157. REST AND RECLINE

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

158. CAREER PATHS AND OPPORTUNITIES

158.1. The duties of a Fire Service Communication Controller are a specialist function. The employer will ensure that any additional person required to perform the duties of an FSCC will be fully trained to undertake such functions prior to fulfilling such functions. This includes skills maintenance.

158.2. Any permanent vacancy will be offered to the person in the reliever position.

158.3. The reliever position to cover absence of rostered staff shall form part of the minimum staffing strength of six.

159. WORK LOCATION AND DUTIES FOR FIRE SERVICE COMMUNICATION CONTROLLERS

FSCC's are guaranteed job security. Further the CFA gives a commitment that the FSCC's will be secure in their current location and their job description will be respected subject to changes pertaining to inter agency work. In this event any changes would be subject to negotiation with the UFU with respect by the CFA for the retention of bargaining rights should such circumstances arise.

160. HIGHER DUTIES

An employee covered by this part of the agreement shall be given the opportunity to act up in a

higher or different classification. When this occurs the employee will be paid an allowance of 10% of his/her total wage for the duration of the period of higher duties.

161. AMENITIES

161.1. The employer shall provide at each location such amenities as agreed between the union and the employer to provide for the preparation and consumption of meals, refreshments, recreation, rest and recline (recliner chair).

161.2. Tea, coffee, milk and sugar will be provided at each location. A notice board for the posting of union notices that pertain to the employment relationship will be provided in each workplace.

161.3. The employer will provide appropriate separate facilities for female staff at all locations.

162. MEAL BREAKS

On days that have been declared a total fire ban in three or more areas of the state, the parties agree that FSCCs shall be entitled to a meal allowance where there is a delayed or interrupted meal break.

163. UNIFORM

In addition to approved CFA uniform, FSCC's will be issued with a sleeveless woolen or wool mix vest for use only when on duty and two polo shirts for use when resting and reclining during night shift.

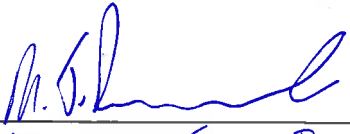
164. ALL PURPOSE PAYMENT

The parties agree to review the work changes of FSCCs to determine whether there is an increase in base salary applicable for any change to such work and if so the parties will have discussions regarding the quantum. If agreement cannot be reached the matter will be referred to FWA for determination.

EXECUTED as an Enterprise Agreement

**SIGNED on behalf and with the
authority of COUNTRY FIRE
AUTHORITY by:**

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



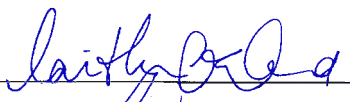
MICHAEL JOHN BOURKE

8 LAKESIDE DRIVE

BURWOOD EAST

In the presence of this Witness

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



CAITLYN O'DOWD

40/161 STURT ST


SOUTHBANK

On this date:

3 SEPTEMBER 2010

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

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



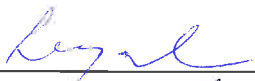
Peter James Marshall

410 Brunswick St Fitzroy .3065

Secretary -

In the presence of this Witness

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



LEGAL AKSU

INDUSTRIAL LEGAL OFFICER

410 BRUNSWICK ST

FITZROY

3 September 2010

SCHEDULE 1 – CURRENT STAFFING

		2010 Current Authorised Manning (not including above strength)																																	
Region		2	4	5	7	8	10	13	14	15	18	22	23	24	2	4	5	7	8	10	13	14	15	18	22	23	24								
Station		Bendigo	Portland (Day Sh)	Warhol	Colo	Geelong City	Belmont	Cardbourne	Peterson River	Frankston	Dandenong	Hallam	Mornington	Roxburgh	Springvale	Monwell	Traralgon	Bihoria	Eltham	Scovesty (Day Sh)	Greenvale	Caroline Springs	Point Cook	Sunbury	Hoppers Crossing	Melton	Craigburn	Ballant City	Mildura	Shepparton	Wingaratta	Wodonga			
Pumper 1 or Tanker	FO2	1																																	
	FO1																																		
	LFF		1	1																															
	FF2+ FF1	1			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
Pumper 2	FO1	1																																	
	LFF					1																													
	FF2+ FF1	1				1																													
	Aerial (Teaboom)	FO1				1																													
Aerial (Platform)	LFF	1				1																													
	FF1	1				1																													
	Rescue	FO1																																	
	LFF					1																													
P.E. VAN	LFF					1																													
	FF2+					1																													
	HAZMAT	LFF																																	
	FF2+																																		
MCV	FO1																																		
	FF2+																																		
	CBR	FO1																																	
	LFF																																		
Pumper/ Tanker	FO1																																		
	LFF																																		
	FF2+																																		
	FF1																																		

Minimum numbers per shift (minimum staffing)																																		
FO2		1			1	1																												
FO1		1			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
LFF		1	1	1	1	2	1	1	1	1	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
FF2+		2			2	3	1	1	1	2	3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	1	1	1	1	1		
FF1		1		1		1				1	1																							
Total		6	1	3	4	8	3	3	2	4	8	3	2	2	3	3	3	3	3	3	1	3	3	2	2	3	2	3	6	3	3	3	3	

Core Numbers (Non relievers)																																		
FO2		4		1	4	4	1	1	1	4	4	1	1	1	1	1	1	1	4	1		1	1	1	1	1	4	1	1	1	1	1		
FO1		4		3		4	3	3	3		4	3	3	3	3	3	3	3		3	3	3	3	3	3	3	4	3	3	3	3	3		
LFF		8	1	4	8	12	4	4	4	8	12	4	4	4	4	4	4	4	4	4	1	4	4	4	4	4	4	8	4	4	4	4	4	
FF2+		8		4	4	8	4	4		4	8	4			4	4	4	4	4	4		4	4			4	8	4	4	4	4	4	4	
FF1						4					4																							
Total Core		24	1	12	16	32	12	8	18	32	12	8	8	12	12	12	12	12	12	1	12	12	8	8	12	8	12	24	12	12	12	12		

Relief Staff (Relievers)																																		
FO2		1			1	1				1	1																							
FO1		1		1	1	2	1	1	1	1	3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
LFF				1		1	1	1	1		3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
FF2+		6		1	5	7	1	1	1	3	8	2			1	1	1	2	1		1	1			1	1	6	1	1	1	1	1	1	
FF1																																		
FO2	SBR	1		1												1	1										1	1	1	1	1	1	1	
Total		9	4	7	10	3	3	2	4	12	6	2	2	3	4	4	6	3	3	3	3	2	2	3	2	3	9	4	5	4	4	4		

Total manning ratio compared to minimum manning (ie non relievers + relievers divided by min manning)																																	
FO2		6		4	5	5				5	5								5	4		4	4	4	4	4	4	4	4	4	4	4	
FO1		5		4	4	4	4	4	4	5	7	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
LFF		8	1	5	8	6	5	5	5	8	6	7	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
FF2+		7			4.5	5	5	5	5	3.5	5.3	6			5	5	6	6	5		5	5			5	5	5	5	5	5	5	5	5
FF1						4																											
FO2	SBR	1		1												1	1										1	1	1	1	1	1	1
Total ratio		6.50	1.00	6.33	5.75	6.25	5.00	5.00	5.00	6.00	5.50	6.00	5.00	5.00	5.00	5.33	6.33	6.00	5.00	1.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.50	5.33	5.67	5.33	5.33	

7	Min on any one shift (10/14)
28	
33	
30	
5	
99	

50	Total core nos across 4 shifts
82	
150	
108	
9	
308	

7	Total nos of relievers
31	
27	
54	
9	
128	

68	Total numbers of career staff
113	
177	
162	
8	
526	
7.31	

SCHEDULE 2 – STATE-BASED RELIEVERS

1. Background

State Based Relievers are to be employed by CFA as additional firefighting staff, as provided for in clause 45.3 CFA / UFU Operational Staff Agreement 2002. These relievers will perform a dual role in providing operational relief and capability. This dual capability means that State Based Relievers will effectively

- (a) provide relief to CFA career fire stations as required; and
- (b) provide operational relief as required .

2. Rank

The operational staffing requirements statewide provide for the most suitable classification of State Based Relievers to be Station Officer (Reliever) and Senior Station Officer (Reliever)

3. Allocation

Nine State Based Relievers will be based at the following fire stations:

AREA	STATION	RANK
North West Area	Mildura	Senior Station Officer Reliever
South West Area	Warrnambool	Senior Station Officer Reliever
Gippsland Area	Morwell	Senior Station Officer Reliever
North East Area	Wangaratta	Senior Station Officer Reliever
Midlands - Wimmera Area	Ballarat City	Senior Station Officer Reliever
Goulburn — Murray Area	Shepparton	Senior Station Officer Reliever
North Central Area	Bendigo	Senior Station Officer Reliever
Gippsland Area North East Area	Traralgon Wodonga	Senior Station Officer Reliever Senior Station Officer Reliever

1. The appointment of the additional relievers will not effect the current relief arrangements at career fire stations.
2. Apart from when relief is being provided for employees not subject to the 10/14 roster, the State Based Relievers will work on the 10/14 roster unless otherwise agreed by the employee.
3. The parties agree to review the location of these positions on a case by case basis if required when a vacancy occurs.

**Schedule 3 – OCCUPATIONAL HEALTH & SAFETY POLICY AND PROCESSES
AGREEMENT**

between

**UNITED FIREFIGHTERS UNION
(VICTORIAN BRANCH)**

and

COUNTRY FIRE AUTHORITY

INTRODUCTORY STATEMENT

The parties to this agreement, Country Fire Authority (CFA) and the United Firefighters Union (UFU) recognise the importance of establishing a consultative and co-operative environment for Occupational Health and Safety (OH&S) based on the following agreed principles:

1. CFA is committed to providing a healthy and safe workplace, working methods, plant, machinery, equipment and personal protective equipment. This is to be achieved through the integration of efficient and equitable OH&S and Rehabilitation programs which are consistent with and complement the legislative requirements of the Occupational Health & Safety Act 2004 and the Accident Compensation Act 1985. CFA, in conjunction with its employees, will strive to achieve the highest standards in the formulation and implementation of OH&S within the workplace having regard to those standards and codes of practice produced by ISO, SAA, NOH&SC, VWA and other Australian and internationally recognised health and safety authorities.
2. Fundamental to the success of the OH&S Program is a commitment to consultation between the parties. This consultation will be best achieved through the involvement of employees, their union, designated work group (DWG) and health and safety representatives (HSR) in discussions for the ongoing development of OH&S and Rehabilitation policies and procedures.
3. Nothing in this agreement shall operate contrary to the Occupational Health & Safety Act 2004 or Accident Compensation Act 1985 as amended from time to time. This agreement will be subject to review on a bi-annual basis and may be varied at any time by the agreement of the parties.

**OCCUPATIONAL HEALTH & SAFETY POLICY
AND PROCESSES AGREEMENT**

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1. OBJECTIVES

It is the policy of CFA to promote and maintain the health, safety and welfare of all employees. The objectives of this OH&S Agreement made between CFA and UFU are

- (a) to protect all employees against risk to health and safety at work;
- (b) to promote an occupational environment that is responsive to the health, safety and welfare needs of employees;
- (c) to apply the hierarchy of control for risk to health, safety and welfare, i.e. elimination, substitution, isolation, engineering and administrative control;
- (d) to develop, as appropriate, co-operative consultative mechanisms for the examination and resolution of OH&S and welfare issues.

2. AGREED RESPONSIBILITIES

2.1 EMPLOYER RESPONSIBILITIES

In implementing the OH&S agreement CFA will take all reasonable practicable steps to:

- 2.1.1 maintain and prominently display at the workplace, a schedule of designated work groups (DWGs) and the names and work locations of health and safety representatives (HSRs) and nominated employer representatives who will be responsible for dealing with OH&S issues.
- 2.1.2 organise regular annual hazard identification inspections, in conjunction with HSRs, and take remedial action as far as practicable utilising the hierarchy of control for any hazards detected. Environmental monitoring to be carried out where requested by an HSR and agreed. Where preventative or corrective action is required, which is outside the supervisor's control, promptly raise the issue with the responsible manager and actively monitor action(s) taken to attain resolution;
- 2.1.3 with HSRs, investigate and report on OH&S incidents in accordance with this agreement
- 2.1.4 with HSRs, investigate issues raised by employees that affect the workplace and systems of work;
- 2.1.5 ensure that risks to health and safety are controlled through the progressive application of the preferred hierarchy of control, i.e. elimination, substitution, isolation, engineering and administrative control, including the use of personal protective equipment;
- 2.1.6 ensure on duty HSRs are immediately made available to investigate accidents, hazardous situations and dangerous occurrences or immediate risk to the health and safety of any person and take remedial action as far as practicable to eliminate and/or control any hazardous and/or dangerous situation. Off duty HSRs are to be notified of serious accidents, hazardous situations and dangerous occurrences when they happen and non-serious incidents when the HSR commences duty. (Serious incidents as defined in S37 of the Occupational Health & Safety Act 2004. See schedule 3.)
- 2.1.7 consult with HSRs and the Union, in preparing OH&S procedures, guidelines and hazard policies.
- 2.1.8 inform employees of identified hazards which have a potential to cause injury or illness and to take all steps necessary to eliminate or reduce the risk of injury and illness to

employees;

- 2.1.9 provide and maintain protective equipment and clothing and replace on an 'as required' basis as agreed by the parties in accordance with clause 89 of the agreement. Protective equipment is at all times to be certified by the Standards Association of Australia and/or any other international standards organisations;
- 2.1.10 provide employees with appropriate information and training on safe work practices and the need and use for personal protective equipment and clothing to eliminate or reduce risk;
- 2.1.11 Enable HSRs to have access to information relevant to the OH&S representative's DWG, in accordance with the Occupational Health and Safety Act 2004, including:
 - (a) material data sheets prior to the introduction of new products and substances to be used in the workplace;
 - (b) notification and provision of any reports commissioned by management in respect of or relating to OH&S matters and any subsequent action proposed as a result of those reports;
 - (c) relevant information provided by manufacturers, suppliers and installers of plant and equipment
 - (d) aggregate injury/disease records;
 - (e) accident/injury reports; and
 - (f) legislation/regulations, standards, codes of practice such as issued by SAA, NOH&SC, VWA etc.
- 2.1.12 Ensure adequate consultation by:
 - (a) establishing a mechanism to enable and facilitate consultation with both HSRs and OH&S Committees;
 - (b) Consulting with individual HSRs on any OH&S issue affecting his or her DWG;
 - (c) Consulting with the OH&S Policy committee where identified OH&S issues affect more than one DWG;
 - (d) facilitating a minimum of two joint CFA/UFU meetings, seminars and briefings of all HSRs per year. Such meetings, seminars and briefings will be held in conjunction with the provisions of clause 4.2.3. of this OHS Agreement. The agenda for such meetings, seminars and or briefings shall be agreed by the parties, and held on days acceptable to CFA having regard to operational requirements. Off duty participants will be paid double time for the duration of the meeting, seminar and/or briefing. Travel to and from the venue will be paid at P Code allowance plus the Scheduled Award kilometre allowance where the participant uses his/her own vehicle.
 - (e) facilitating consultation, where required, with the OH&S Policy Committee on issues before various CFA committees.
- 2.1.13 Ensure that appropriate consultation takes place with UFU representatives on OH&S issues relating to matters including but not limited to protective clothing and equipment, vehicle design, station design and building.

- 2.1.14 Display a copy of this OHS Agreement at each workplace. Provide relevant information, training and supervision to enable employees to carry out their tasks without risk to their health and safety. Such information will be provided in a form that is accessible and easily understood by employees and in a range of appropriate languages.
- 2.1.15 Make provision for, and encourage within each workplace, the development of a positive attitude towards Health and Safety issues and the reporting of OH&S issues by all employees.
- 2.1.16 Monitor employees' health and safety at work and the conditions of the workplace that are under the employer's control.
- 2.1.17 Maintain appropriate information and records relating to employees' health and safety:
 - (a) without breaching employee confidentiality, in accordance with the Occupational Health and Safety Act 2004, provide OH&S Committees with relevant aggregate injury/illness and/or accident/incident/issues reports and data;
 - (b) without breaching employee confidentiality, in accordance with the Occupational Health and Safety Act 2004, provide HSRs with relevant aggregate injury/illness and/or accident/ incident /issues /reports and data applicable to their DWG.
- 2.1.18 At all workplaces covered by this agreement, the employer in addition to ensuring compliance with OH&S legislation (including Regulations and Codes of Practice made under that legislation), implement best management practice procedures in occupational health and safety including, utilising systems such as the Safety MAP.
- 2.1.19 Ensure that supervisors /managers work co-operatively with health and safety representatives, OH&S coordinators and OH&S Committee(s) in implementing this OHS Agreement and agreed policies and procedures.
- 2.1.20 Ensure that no action is taken against any employees:
 - (a) for reporting or making a complaint about a health, safety or welfare matters In accordance with the issue Resolution Flowchart (Schedule 1);
 - (b) providing information to assist an Investigation;
 - (c) following directions given by a health and safety representative or VWA inspector in accordance with the Issue Resolution flowchart (Schedule 1).
- 2.1.21 Ensure that correspondence relating to OH&S between management and Union or between management and employee OH&S representatives is given a written response within one week of receipt. Hazard Identification Notices (See Schedule 2) will provide a mechanism for this purpose. CFA's OH&S Department will maintain a register of all notices and correspondence received. Consultation will be maintained between management and OH&S Representatives consistent with section 3 of this agreement.
- 2.1.22 Implement the provisions of clauses 4.1.12, 4.1.13 and 4.1.14 of this OHS Agreement when HSRs and or OH&S Coordinators perform their functions and/or duties, attend training and Committee meetings.

2.2 UNION RESPONSIBILITIES

The UFU (Victorian Branch) will consult and cooperate with CFA to achieve the aims of this OHS Agreement by:

- 2.2.1 working with management to develop and maintain a safe and healthy workplace;
- 2.2.2 encouraging all employees to participate in the establishment of designated work groups at local levels;
- 2.2.3 encouraging all employees to nominate and seek election as health and safety representatives for each designated work group;
- 2.2.4 encouraging HSRs to participate on OH&S Committees;
- 2.2.5 encouraging all employees to follow this OHS Agreement and health and safety policies and procedures,
- 2.2.6 encouraging all employees to follow the issue Resolution Flowchart (Schedule 1) for resolution of OH&S issues; and
- 2.2.7 endeavouring to ensure that agreed OH&S policies and processes in this agreement are not confused with unrelated industrial issues. This clause is not to be interpreted as restricting in any way the rights and entitlements of employees as described in the Workplace Relations Act

2.3 EMPLOYEE RESPONSIBILITIES

Employees will cooperate with this OHS Agreement by:

- 2.3.1 following any policies/work procedures which have been dealt with through the process defined in 2.1.7 as a control measure to reduce the risks of occupational injury/illness;
- 2.3.2 reporting health and safety issues to the CFA and the HSR and taking all steps reasonably necessary to isolate a hazard;
- 2.3.3 using personal protective equipment supplied by the employer and certified by the Standards Association of Australia and/or any other international Standards Organisation;
- 2.3.4 not wilfully or recklessly interfering with or misusing anything provided in the interests of health, safety or welfare;
- 2.3.5 taking reasonable care of their own health and safety and not placing at risk the health and safety of others;
- 2.3.6 cooperating in the investigation of any incident or matter arising as required under the Occupational Health and Safety Act 2004;
- 2.3.7 cooperating with the employer with respect to any action taken to comply with any requirement imposed by or under the Occupational Health and Safety Act 2004;
- 2.3.8 abiding by the Issue Resolution Procedures under this OHS Agreement; and
- 2.3.9 participating in agreed Health and Safety programs.

3. ISSUE RESOLUTION PROCEDURE

(See Issue Resolution Flowchart attached as Schedule 1)

All parties will abide by the following:

- 3.1 As soon as possible after any OH&S issue has been reported, the employer representative and the relevant HSR must meet to resolve the issue.

- 3.2 The resolution of the issue must take into account those of the following factors that are relevant:
- (a) whether the hazard or risk can be isolated;
 - (b) the number and location of employees affected by it;
 - (c) where appropriate, temporary measures are possible or desirable;
 - (d) whether environmental monitoring is desirable;
 - (e) the time that may elapse before the hazard or risk is permanently corrected; and
 - (f) who is responsible for performing and overseeing the control and/or removal of the hazard or risk.
- 3.3 As soon as possible after the resolution of an issue, details of the remedy and/or action taken will be brought to the attention of affected employees in an appropriate manner.
- 3.4 Where the issue concerns work which involves a threat to the health and safety of any person and
- (a) the threat is immediate; and
 - (b) given the nature of the threat and the degree of risk, it is not appropriate to adopt the processes set out in clauses 3.1 and 3.3
 - (c) the employer and the health and safety representative for the designated work group, in relation to which the issue has arisen, may after consultation jointly direct or, if the consultation does not lead to agreement between them, either of them may direct that the work shall cease.
- 3.5 If the issue is not resolved within a reasonable time or if there has been a direction that work shall cease, any one of the parties, to attempt a resolution, may require a VWA inspector to attend at the workplace.
- 3.6 During any period where work has ceased, the employer may assign the affected employee(s) to suitable alternative work,
- 3.7 No action taken by an HSR in accordance with this agreement will be used for the purposes of discrimination, dismissal (or other disciplinary action) by the employer (see Section 76 of Occupational Health and Safety Act 2004).

4. STRUCTURAL ARRANGEMENTS

4.1 HEALTH AND SAFETY REPRESENTATIVES

The role and function of the HSR will include:

- 4.1.1 playing a constructive and responsible role with regard to workplace health and safety as detailed in Section 58 of the Occupational Health and Safety Act 2004;
- 4.1.2 representing members of the DWG in consultations concerning development, implementation and review of measures to ensure their health and safety;
- 4.1.3 attending OH&S Committee meetings in their Area.
- 4.1.4 inspecting any part of the DWG's workplace after giving reasonable notice to the employer. After giving such notice, time shall be allowed for HSRs to talk to employees

in the course of inspecting the workplace;

- 4.1.5 immediately inspecting the workplace in the event of any accident, injury, hazardous situation, dangerous occurrence or immediate risks at the workplace. HSRs to be provided with a copy of the incident or hazard report relevant to their DWG;
- 4.1.6 being present at any interview relating to an OH&S issue between an employee and the VWA inspector or management representative, with the consent of the employee. Any employee to be interviewed shall be informed of their right to have an HSR or in his/her absence a Union Representative present prior to the interview;
- 4.1.7 seeking the assistance of any party or organisation whom the health and safety representative believes may be of assistance as per Section 58 of the Occupational Health and Safety Act. The employer shall not be liable for any costs, unless prior approval has been given. Such approval shall not be unreasonably withheld
- 4.1.8 the issuing of Provisional Improvement Notices (PIN). Prior to issuing of the PIN the HSR must consult with the employer's representative for the relevant DWG. All reasonable attempts should occur between the HSR and management to rectify the issue prior to the issuing of any PIN,
- 4.1.9 where appropriate, directing a cessation of work in accordance with the clause 3.4 of this agreement and section 74 of Occupational Health and Safety Act 2004;
- 4.1.10 contacting other HSRs for the purpose of discussing health and safety issues;
- 4.1.11 attending seminars/meetings with all other CFA HSRs for OH&S purposes (see clause 2.1.12(d)).
- 4.1.12 being allowed paid time off work as agreed in consultation with the employer to perform their functions, and/or duties prescribed in Section 69(1)(d) of the Occupational Health and Safety Act 2004.
- 4.1.13 undertaking such paid overtime as is considered necessary by the employer to perform their functions and/or duties;
- 4.1.14 when clauses 4.1.12 and 4.1.13 operate the following shall apply.
 - when the employee is on duty arrangements will be made to facilitate his or her attendance at meetings without loss of pay.
 - when a meeting occurs while the employee is off duty, the employee will be paid for the time involved at overtime rates,
- 4.1.15 being permitted to accompany a VWA Inspector during workplace inspections. This role may be delegated to another member of the DWG if the HSR is unable to attend;
- 4.1.16 being entitled to receive all information as approved by the Inspector, with respect to his or her observations or actions that the Inspector proposes to take in relation to the workplace;
- 4.1.17 consulting with CFA, OH&S representatives and external health and safety personnel retained by the CFA in the HSR's relevant DWG.
- 4.1.18 nominating another person to carry out his or her role and function during periods of the elected HSR's absence, e.g, annual leave etc

4.2 TRAINING

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

4.2.1 The employer shall ensure an elected HSR attends an approved OH&S training course within three months of their election.

4.2.2 Where an HSR has obtained the agreement of the employer to attend an approved OH&S training course, accommodation and travel expenses will be paid by the Country Fire Authority. Motor vehicle allowance, meals, incidentals etc, will be reimbursed as provided for in the agreement/Award.

4.2.3 The employer will facilitate ongoing HSR information, training seminars at least twice per year, which address:

- (a) Occupational Health and Safety Act 2004, associated Acts, relevant Regulations and Codes of Practice;
- (b) this OH&S Agreement and
- (c) OH&S policy and procedures. In particular, hazards associated with the industry and control measures applicable to each hazard. The use of OH&S systems.

4.3 FACILITIES

The employer will provide access to facilities and assistance to HSRs as necessary to perform their functions and duties (Section 69(e) of the Act), including:

- (a) office space;
- (b) facilities for filing such as lock-up filing cabinet and shelves;
- (c) a telephone;
- (d) typing, photocopying, facsimile and email facilities, including personal email box;
- (e) meeting rooms;

4.4 ELECTION OF HEALTH AND SAFETY REPRESENTATIVES

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

- (a) members of a Designated Work Group may conduct elections within their work group (assistance can be sought from CFA and Union);
- (b) there is to be only one elected Health and Safety Representative per Designated Work Group;
- (c) elections will be held within 28 days of a representative's cessation of office;
- (d) cessation of office for an elected representative must be in accordance with the Occupational Health and Safety Act 2004, section 55;
- (e) all employees in a Designated Work Group are entitled to vote; and
- (f) where an HSR is a UFU member the elections shall take place every three years,

4.5 OCCUPATIONAL HEALTH AND SAFETY COMMITTEES

OH&S Committees pursuant to section 72 of the Occupational Health and Safety Act 2004 will

provide the forum for meaningful and informative discussions to occur between the employer, HSRs and employees concerning OH&S issues.

The functions of a health and safety committee will be:

- (a) to facilitate co-operation between the employer and employees in instigating, developing and carrying out measures designed to enhance the health and safety of employees at work
- (b) to formulate, review and disseminate to the employees the standard rules and procedures relating to health and safety which are to be carried out or complied with at the workplace and include such other functions as are prescribed or agreed upon by the employer and the health and safety committee;

4.5.1 the OH&S Committees will operate on the basis of solving problems through consultation and by making recommendations.

4.5.2 on any OH&S Committee employee representatives shall make up at least 50% of the membership pursuant to section 72(2) Occupational Health and Safety Act 2004. Elected HSRs shall be a member of the committee. He/she may nominate a proxy, i.e. if they are unable to attend a meeting;

4.5.3 OH&S Committees shall meet at least once every three months and will facilitate cooperation between management and employees on occupational health and safety matters, including:

- (a) the effective implementation of this agreement;
- (b) the examination and/or utilisation of injury prevention models;
- (c) reviewing and analysing the cause of injury/Incidents;
- (d) reviewing in accordance with the Occupational Health and Safety Act 2004, aggregated injury/illness/medical monitoring and/or accident/incident data and reports on preventative action taken;
- (e) considering the results of all environmental monitoring carried out at the workplace; the causes for any concentration of hazardous or biological substances which exceeds recommended exposure levels (as defined by VWA, or a relevant government body) will be investigated and recommendations for their elimination considered;
- (f) considering the results of all medical/biological monitoring (in aggregate) together with any recommendations;
- (g) considering OH&S performance against any adopted Occupational Health and Safety Management system on a regular basis;
- (h) recommending measures designed to protect the health and safety of employees;
- (i) recommending health and safety training which meet identified OH&S needs within each area;
- (j) making recommendations on the health and safety aspects of the introduction of new technology, changes to the workplace, plant, equipment, chemicals and systems of work;
- (k) providing information to the OH&S Policy Committee on any issue that has the potential to affect more than one platoon;

- (l) making recommendations to the Chairperson that they call experts or consultants as the need arises and, if agreed by management, these services shall be paid for by the Country Fire Authority;
- (m) providing the committee with access to reports and information on health and safety matters, including those at station and department level

4.5.4 Terms of reference shall be established and determined by each OH&S Committee and will include:

- (a) committee composition;
- (b) meeting dates and duration;
- (c) election by the committee of a Chairperson and minute taker. Making arrangements to alternate those roles among the members of the Committee;
- (d) submitting agenda items;
- (e) methods of recording and distribution of Minutes;
- (f) processes for actioning issues raised;
- (g) distribution of minutes to OH&S Committee members and posted in the DWG.

4.6 HEALTH AND SAFETY POLICY COMMITTEE

4.6.1 The parties agree to utilise the CFA Health and Safety Policy committee as an advisory body established under section 72 of the Occupational Health and Safety Act 2004 responsible for formulating, disseminating, reviewing and recommending health and safety policy, standards and procedures to the CFA. The Policy Committee is to report regularly to the Director of Human Resources.

4.6.2 The Committee will consider matters raised by HSRs, CFA employees, management or Union representatives concerning the health and safety of employees within the CFA.

4.6.3 The Health and Safety Policy Committee composition will include:

- Two representatives nominated by the United Firefighters Union;
- The Union will be consulted regarding any proposed changes to the committee.

4.6.4 Specialist personnel may attend meetings, provide assistance and/or advise the Committee at the request of any member of the committee. Selection and appointment of such personnel will occur as required.

4.6.5 Where specialist expertise and assistance is necessary in respect to a particular OH&S issue, the OH&S Committee may, where necessary, with the approval of the employer, seek the engagement of a consultant for that purpose.

4.6.6 Consultants will work in accordance with Terms of Reference agreed to by the committee.

4.6.7 Consultants engaged in accordance with 4.6.5 above will be required to submit a written report detailing their findings which will be circulated to appropriate HSRs and/or tabled at the OH&S Committee meetings.

5. AGREED PRINCIPLES FOR CONTROL OF WORKING ENVIRONMENT

5.1 The CFA will, through an ongoing process, compile and keep up-to-date information of all known sources of health and safety hazards in the workplace, e.g. sources of noise, radiation, asbestos, chemicals etc. Information will be available for regular review by Health and Safety Committees. Each Health and Safety Representative will have the right to access information including but not limited to:

- location and type of source of hazard;
- environmental monitoring records;
- agreed safe working procedures;
- health and safety effects of the hazard:
- standards, legislation/regulations, Codes of Practice etc applying to the hazard;
- recommendations, directions etc. issued with respect to a hazard source, and agreed program for control of the hazard.

The information shall be available in such languages as appropriate, in accordance with Section 22(1)(c) of the Occupational Health and Safety Act 2004.

The CFA will progressively compile and keep up-to-date a Chemical Register of all dangerous and hazardous materials used by its workforce, which will be available for regular review by the Policy Committee. Each Health and Safety Representative will have access to a copy of the complete Chemical Register relevant to their DWG.

5.2 No new chemical, plant, equipment or systems of work which may involve actual or potential hazards to CFA personnel shall be introduced until all available known data concerning its likely health effects have been evaluated by the parties to this agreement. In the case of chemicals, full data on chemical identity and toxicity will be supplied.

5.3 Subject to Section 35(1)(f)(ii) of the Occupational Health and Safety Act 2004, all new equipment purchased by the CFA must have reference to standards (developed by the manufacturer, industry, or by such bodies as the ISO, SAA, NOH&SC, VWA) designated to minimise the potential adverse health and safety effects. No new equipment shall be introduced until all known data concerning health and safety effects has been evaluated.

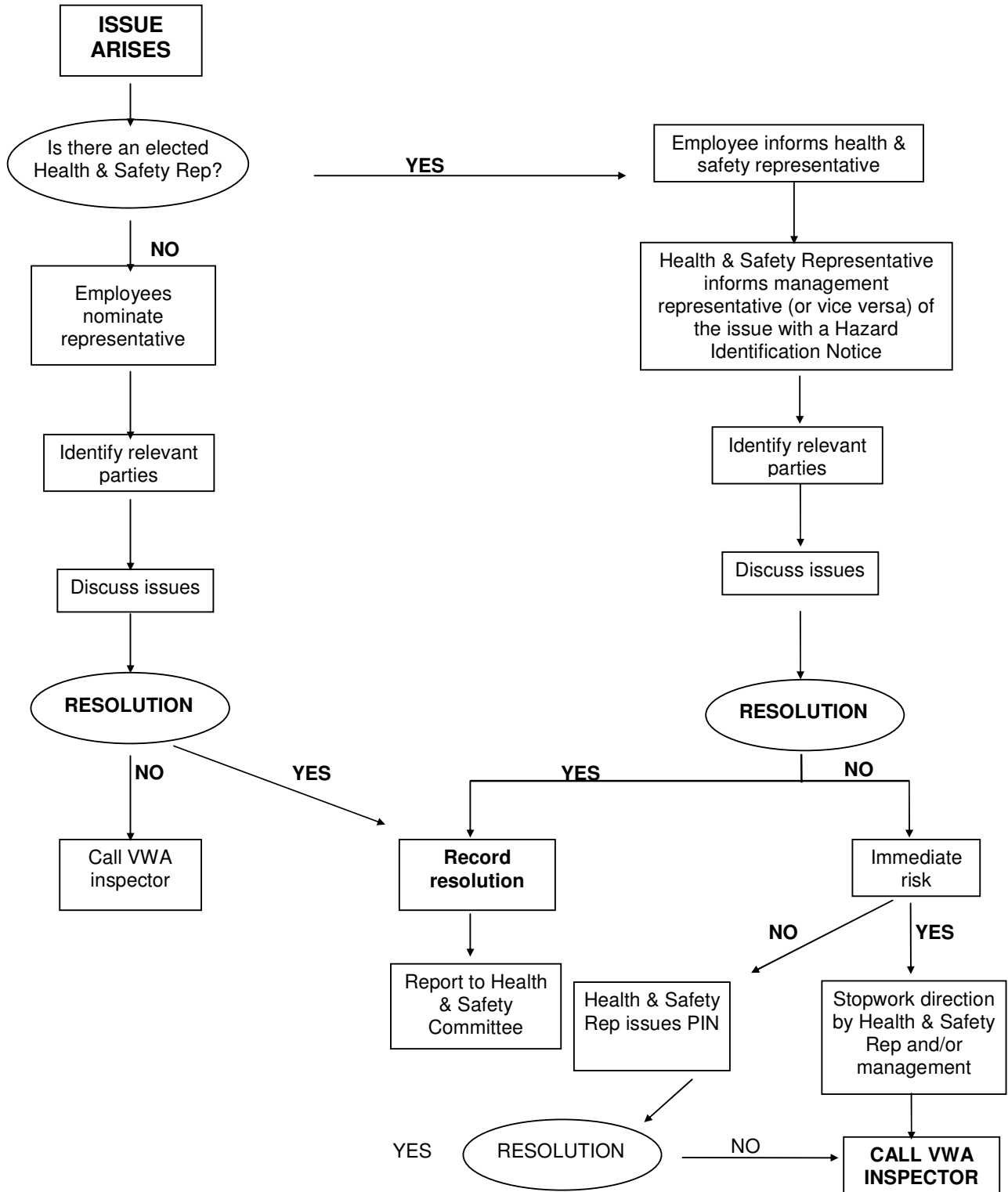
5.4 Environmental monitoring will be conducted where agreed. The monitoring methods used for controlling the use of harmful chemicals, physical agents or any type of radiation will be those approved by relevant recognised authorities.

Results of all environmental monitoring will be provided to the Policy Committee, relevant Health and Safety Representatives and the UFU OH&S Co-ordinator,

5.5 Programs of medical monitoring, where agreed, will be kept under review by the Policy Committee. Any individual will have access to his or her own medical records. The results of any individual's medical tests will be supplied to the individual with a written statement explaining the purpose of the test and meaning of results if desired by that individual.

Trends in statistical form revealed by the medical monitoring will be reported at the Health and Safety Policy Committee with appropriate recommendations.

SCHEDULE 1: ISSUE RESOLUTION FLOWCHART



SCHEDULE 2: HAZARD IDENTIFICATION NOTICE

Risk Register

To:

Date:

From:

Copies:

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

The measures I recommend to control this hazard are:

Action taken to date:

Priority:

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

Under the terms of Section 2.1.21 of the CFA/UFU Health & Safety Agreement I require you to respond in writing detailing the actions you have taken to eliminate or control the hazard identified in this Notice. The response must include:

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

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

Action taken by Operations Officer or relevant management Rep:

Signature of HSR

Signature of Management Representative

Date Received: / /

Date replied: / /

Copies: Original – Sign & return to HSR within 7 days Management Rep.
OH&S Department OH&S Reps. Health & Safety Committee

SCHEDULE 3: SECTION 37 – OH&S ACT 2004

37. Incidents to which this Part applies

- (1) This Part applies to an incident that results in—
- (a) the death of a person; or
 - (b) a person requiring medical treatment within 48 hours of exposure to a substance; or
 - (c) a person requiring immediate treatment as an inpatient in a hospital; or
 - (d) a person requiring immediate medical treatment for—
 - (i) the amputation of any part of his or her body; or
 - (ii) a serious head injury; or
 - (iii) a serious eye injury; or
 - (iv) the separation of his or her skin from an underlying tissue (such as de-gloving or scalping); or
 - (v) electric shock; or
 - (vi) a spinal injury; or
 - (vii) the loss of a bodily function; or
 - (viii) serious lacerations; or
 - (e) any other injury to a person or other consequence prescribed by the regulations.
- (2) This Part also applies to an incident that exposes a person in the immediate vicinity to an immediate risk to the person's health or safety through—
- (a) the collapse, overturning, failure or malfunction of, or damage to, any plant that the regulations prescribe must not be used unless the plant is licensed or registered; or
 - (b) the collapse or failure of an excavation or of any shoring supporting an excavation; or
 - (c) the collapse or partial collapse of all or part of a building or structure; or
 - (d) an implosion, explosion or fire; or
 - (e) the escape, spillage or leakage of any substance including dangerous goods (within the meaning of the **Dangerous Goods Act 1985**); or
 - (f) the fall or release from a height of any plant, substance or object; or
 - (g) in relation to a mine—
 - (i) the overturning or collapse of any plant; or
 - (ii) the inrush of water, mud or gas; or
 - (iii) the interruption of the main system of ventilation; or
 - (h) any other event or circumstance prescribed by the regulations.
- (3) Despite sub-sections (1) and (2), this Part does not apply to an incident of a kind excluded by the regulations.

- (4) In this section—

"medical treatment" means treatment by a registered medical practitioner within the meaning of the **Medical Practice Act 1994**;

"mine" means—

- (a) a workplace at which work is being done under a mining licence granted under the **Mineral Resources Development Act 1990**;
- or
- (b) a workplace at which exploration (within the meaning of that Act) in the form of—
 - (i) underground work of any kind; or
 - (ii) drilling from the surface for coal bed methane— is being done under an exploration licence granted under that Act; or

- (c) in relation to a tourist mine (within the meaning of that Act), those parts of the mine that are underground and all infrastructure and plant associated with the underground workings of the mine.

**SCHEDULE 4 – ALLOWANCES, PERSONAL EXPENSES AND
ACCOMMODATION**

ALLOWANCES FOR EMPLOYEES COVERED BY PART A OF THE AGREEMENT

Clause 38.2 of the agreement applies to the rates set out below:

Allowance	Rate
After Hours Disturbance Allowance	A minimum of one hours' pay at ordinary rates for each discrete contact (anything in excess of one hour shall be paid at double time)
Availability Allowance	5.5% of salary
First Aid Allowance	\$16.57 per week
Language Allowance	\$1021.50 per year
Meal Allowance	\$14.98
Motor Vehicle Allowance	\$1.10 cents per km travelled
<i>Qualifications Allowances</i>	
Certificate IV in Workplace Training and Assessment	\$13.85 per week
IFE Graduate Certificate or a Certificate of Fire Technology	\$13.85 per week
IFE Graduate Certificate and Certificate of Fire Technology	\$21.11 per week
IFE Membership and Graduate Certificate	\$26.11 per week
Relieving Allowance	\$25.65 per shift
Temporary Work Location Allowance	\$3.18 per day shift \$4.54 per night shift
Spoilt Meal Allowance	\$14.98

ALLOWANCES FOR EMPLOYEES COVERED BY PART B AND PART C OF THE AGREEMENT

Allowance	Rate
CBR Allowance	2% of salary shall be paid to all employees
Fire Investigation Allowance	\$20.20 per week
<i>Qualification Allowances</i> Operations Officer Qualifications Allowance	5 relativity points of QFF rate
Rescue Allowance	\$20.20 per week
<i>Specialist Allowances</i> Trench Rescue and/or USAR CBR Qualification Allowance	\$20.20 per week
Watchroom Duties Allowance	\$3.56 per shift
<i>Instructors Allowances</i> Facility Allowance Qualification Allowance	\$25.65 per shift \$21.34 per week
Higher Duties Allowance	10% of substantive salary for that period
EMR Allowance	\$1.93 per hour when available or 80 cents per hour will become an all-purpose (superable) allowance
Regional Command and Control Qualification Allowance	5% of OM4
Operations Manager (Regional Commander) Allowance	15% of OM4

ALLOWANCES FOR EMPLOYEES COVERED BY PART D OF THE AGREEMENT

Allowance	Rate
Higher Duties Allowance	15.5% of salary inclusive of 5.5% availability allowance

ALLOWANCES FOR EMPLOYEES COVERED BY PART F OF THE AGREEMENT

Allowance	Rate
BA Training Allowance	15% of salary for all time worked
PAD Safety Function Allowance	15% of salary for all time worked

ALLOWANCES FOR EMPLOYEES COVERED BY PART G OF THE AGREEMENT

Allowance	Rate
Special Administrative Duties Allowance	10% of salary for the duration of duty

PERSONAL EXPENSES AND ACCOMMODATION AGREEMENT 2010

COUNTRY FIRE AUTHORITY
and
UNITED FIREFIGHTERS' UNION
OF AUSTRALIA
(VICTORIAN BRANCH)

PERSONAL EXPENSES
AND
ACCOMMODATION
AGREEMENT
2010

1. ARRANGEMENT

Clause

No

- | | |
|----|---------------------------------|
| 1 | Arrangement |
| 2 | General Principals |
| 3 | Definitions |
| 4 | Meals and Incidental Expenses |
| 5 | Overnight Absences |
| 6 | Part Day Absence |
| 7 | Accommodation |
| 8 | Advance Allowances |
| 9 | Miscellaneous Provisions |
| 10 | Claiming and Payment Procedures |
| 11 | Review of Expenses |
| | Schedule of Payments |

2. GENERAL PRINCIPLES

- 2.1 This agreement sets out the procedures relating to accommodation and personal expenses and for employees covered under the terms of the award and the Country Fire Authority/United Firefighters Union of Australia Operational Staff

Enterprise Agreement 2010, when required to work away from their normal work location as authorised by the Country Fire Authority.

- 2.2 The Authority will reimburse an employee for actual and reasonable out of pocket expenses incurred by the employee in the course of his or her authorised Duties.
- 2.3 An expense will be deemed necessary if it was incurred in the course of an employee's authorised duties and would not have been incurred in the ordinary circumstances of travel to and from the employee's home and normal duty location.
- 2.4 Wherever practical, employees are required to obtain approval before incurring travel, personal and out of pocket expenses.
- 2.5 The Authorised Officer must ensure all expenses were required and reasonable in the circumstances.
- 2.6 Employees are responsible for providing satisfactory receipts for amounts actually expended where required for reimbursement.
- 2.7 Reimbursement of expenses and allowances paid in accordance with the Australian Taxation Office "Reasonable Allowance" amounts are not subject to Pay As You Go (PAYG) withholding tax and are not required to be disclosed on annual Payment Summaries (formerly known as Group Certificates).
- 2.8 Nothing in the agreement in this Schedule will entitle an employee to claim an expense under this agreement as well as receive a benefit under the terms of the award or the agreement, e.g. where an employee is entitled to the benefit of clause 10.4.1 (a)(i) or 10.4.1 (b)(i) of Part 2 of the award, he or she shall not also be entitled to the incidental expenses herein.
- 2.9 Where the Authority provides meals and/or accommodation the provisions of the agreement in this Schedule will not apply.
- 2.10 Meals and accommodation provided by the Authority will be of a reasonable standard (see clause 7.1 - Accommodation), however it is accepted that where operational incidents occur, it may not be reasonable or practical to provide accommodation and/or meals of the usual standard until established systems are in place or until Incident Management Teams are established.

3. DEFINITIONS

For the purpose of this agreement in this Schedule the following are defined:

Authorised Officer is a person with the authority to approve expense payments in accordance with this agreement.

Authority is the Country Fire Authority.

CBD is the Melbourne Central Business District as defined in "Melway" Map 1A and 1B.

Part Day Absences are defined as absences not involving sleeping away from home.

Receipts referred to in the agreement in this Schedule comprise original documentation being either an original Tax Invoices or other original receipts.

Standard Allowance is based on the Australian Taxation Office Rulings for reasonable daily travel allowance amounts where the employee is required to sleep away from home and is payable with no requirement to obtain or submit receipts.

Usual Base is the normal Authority work location of an employee.

4. MEALS AND INCIDENTAL EXPENSES

- 4.1 Standard Allowances for overnight absences are specified in the Schedule of Payments referred to herein.
- 4.2 Part Day Allowances are also specified in the Schedule of Payments referred to herein.
- 4.3 Receipts must be provided when claiming an amount in excess of the relevant allowance specified in the Schedule of Payments referred to herein.
- 4.4 Where the actual cost reasonably incurred by the employee is necessarily greater than the relevant Standard Allowance, the difference between the Standard Allowance paid and the expense incurred by the employee will be reimbursed where the original receipt/s are provided.
- 4.5 A Standard Allowance to cover incidental expenses may be claimable in conjunction with an overnight stay.
- 4.6 Where an employee has an entitlement under clause 12.4 of the award, the appropriate meal allowance/s as set out herein shall apply.

5. OVERNIGHT ABSENCES

Overnight Absence - Sleeping Away from Home:				
5.1 First day of an overnight absence:* +	All Employees	Entitlement		
		Breakfast	Lunch	Dinner
Commences travel at or before 07.00		X	X	X
Commences travel at or before 12.00			X	X
Commences travel at or before 17.00				X

5.2 Intermediate Day(s) of an Overnight Absence: * +	All Employees	Entitlement		
		Breakfast	Lunch	Dinner
Absent from the usual base all day.		X	X	X

5.3 Last Day of an Overnight Absence * +	All Employees	Entitlement		
		Breakfast	Lunch	Dinner
Returns at or after: 09.30.		X		
Returns at or after: 14.00		X	X	
Returns at or after: 19.00		X	X	X

5.4 Notes

- *Incidental expenses are claimable for each night an employee is required to sleep away from home (an overnight absence).*
- *To be eligible for any of the allowances the employee must have incurred an expense for a meal allowance claimed*

Where a shift worker's last day of an overnight absence is a night shift, these provisions will apply where he or she elects to sleep before returning home.

6. PART DAY ABSENCES

6.1 Where an employee is directed to work away from his or her usual work location, which does not necessitate sleeping away from home, and incurs an expense for each meal claimed will, in the circumstances set out below, be entitled to receive one (1) or more Part Day Absence Meal Allowances, shown in the Schedule of Payments referred to herein.

6.2 Part Day Absence Meals

All Employees	Entitlement	
Starts at or before: And is unable to return before:	07.00 09.30	Breakfast

Leaves the normal work location at or before: And is unable to return before:	12.00 14.00	Lunch
Leaves the normal work location at or before: And is unable to return before:	17.00 19.00	Dinner

7. ACCOMMODATION

- 7.1 It is expected that Authority employees will stay at well appointed establishments that provide a reasonable standard of accommodation that would generally have facilities such as heating and cooling, a clock, television set, radio, tea and coffee making facilities, shower, refrigerator and an environment consistent with the employee having reasonable and adequate rest.
- 7.2 Where accommodation is not directly billed to, or borne by the Authority, the rates for the Standard Allowance are specified in the Schedule of Payments attached to this agreement.
- 7.3 Accommodation shall be provided for employees working the 10/14 Roster for the complete tour of duty including when they are off duty. In such circumstances the tour of duty ends when the employee commences travel to his or her place of residence.
- 7.4 Employees working the 10/14 Roster where the travel is more than 100 Kms from his or her normal work location may elect to have accommodation for the night prior to commencing duty and/or after completion of duty.
- 7.5 Where the actual cost reasonably incurred by the employee is necessarily greater than the relevant Standard Allowance, the difference between the Standard Allowance paid and the expense incurred by the employee will be reimbursed where the original receipt/s are provided.

8. ADVANCE ALLOWANCES

- 8.1 Where an employee is required to sleep overnight away from home, he or she may opt to receive the Standard Allowance in advance prior to travel.
- 8.2 Claims that are reasonable and necessary and in excess of the advance may be submitted upon return, provided receipts are lodged with the claim. If an employee returns prior to the original anticipated date and time, any advance received in respect of that period must be adjusted and repaid to the Authority.

9. MISCELLANEOUS PROVISIONS

- 9.1 Where a period of absence on official business is extended to pursue private interests (e.g. annual leave, public holidays, weekends) all costs relating to the private interest must be kept strictly separate and are the responsibility of the employee.
- 9.2 The usual or established travelling and accommodation arrangements may be altered to suit the private interest provided:

- the proposed arrangements are cost effective;
- any costs of a private or recreational nature can be clearly segregated from business related costs;
- the arrangements do not give rise to a conflict of interest situation whether real, potential or perceived; and
- the arrangements have the prior approval of the Authorised Officer.

10. CLAIMING AND PAYMENT PROCEDURES

- 10.1 All claims for personal expenses, including Part Day and Standard Allowances must be submitted the appropriate Authorised officer as appropriate on a completed Expenses Claim Form.
- 10.2 All receipts and other substantiating documentation must be original. Photocopies and invoice facsimiles are not acceptable.
- 10.3 Receipts are not required where the Standard Allowance is claimed.

11. REVIEW OF EXPENSE RATES

- 11.1 Expense rates listed in the Schedule of Payments will be reviewed and updated no less than annually by the parties having regard to such indicators as:
- rates of reasonable accommodation and personal expense allowances issued by the Australian Taxation Office;
 - significant increases in recognised commercial accommodation costs; and
 - movements in the Consumer Price Index (CPI).

SCHEDULE OF PAYMENTS

Accommodation, Meal and Incidental Payments

For employees whose weekly salary is \$1861.00 or below per week

Overnight Absence:

Expense	Melbourne CBD and Metropolitan Area	Ballarat, Bendigo, Bright, Echuca, Geelong, Horsham, Warrnambool, Wonthaggi	All Other Victorian Locations
	Standard Allowance	Standard Allowance	Standard Allowance
Breakfast	\$23.10	\$23.10	\$20.65
Lunch	\$25.90	\$25.90	\$23.60
Dinner	\$44.50	\$44.50	\$40.65
Incidentals	\$16.85	\$16.85	\$16.85

Part Day Absence:

Expense	Melbourne CBD and Metropolitan Area	Ballarat, Bendigo, Bright, Echuca, Geelong, Horsham, Warrnambool, Wonthaggi	All Other Victorian Locations
Breakfast	\$23.10	\$23.10	\$20.65
Lunch	\$25.90	\$25.90	\$23.60
Dinner	\$44.50	\$44.50	\$40.65

Accommodation:

Location	Standard Allowance
Melbourne CBD and Metropolitan Area	\$173.00
Ballarat	\$122.50
Bendigo	\$122.00
Bright	\$113.00
Echuca	\$122.30
Geelong	\$121.00
Horsham	\$113.00
Warrnambool	\$114.20
Wonthaggi	\$122.00

Ararat, Bairnsdale, Castlemaine, Hamilton, Mildura, Portland, Seymour, Swan Hill	\$107.00
Other Victorian Country Centres	\$92.00

For employees whose weekly salary is above \$1861.00 per week

Overnight Absence:

Expense	Melbourne CBD and Metropolitan Area	Ballarat, Bendigo, Bright, Echuca, Geelong, Horsham, Warrnambool, Wonthaggi	All Other Victorian Locations
	Standard Allowance	Standard Allowance	Standard Allowance
Breakfast	\$25.10	\$25.10	\$23.10
Lunch	\$35.55	\$35.55	\$23.80
Dinner	\$49.80	\$49.80	\$45.95
Incidentals	\$24.05	\$24.05	\$24.05

Part Day Absence:

Expense	Melbourne CBD and Metropolitan Area	Ballarat, Bendigo, Bright, Echuca, Geelong, Horsham, Warrnambool, Wonthaggi	All Other Victorian Locations
Breakfast	\$25.10	\$25.10	\$23.10
Lunch	\$35.55	\$35.55	\$23.60
Dinner	\$49.80	\$49.80	\$45.95

Accommodation:

Location	Standard Allowance
Melbourne CBD and Metropolitan Area	\$187.00
Ballarat	\$122.50
Bendigo	\$122.00
Bright	\$113.00
Echuca	\$122.30
Geelong	\$121.00
Horsham	\$113.00
Warrnambool	\$114.20

Wonthaggi	\$122.00
Ararat, Bairnsdale, Castlemaine, Hamilton, Mildura, Portland, Seymour, Swan Hill	\$128.00
Other Victorian Country Centres	\$110.00

CFA

EMERGENCY RESPONSE

TRAINING FRAMEWORK

July, 2010

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1. Introduction

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

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

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

Key outcomes of the alignment project have included:

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

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

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

2. The Emergency Response Training Framework

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

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

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

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

- Identification of CFA specific training requirements in the proposed training framework
- Establishment of a deeming process and a strategy for implementation of this process

Delivering the PSTP competencies

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

Contextualisation of Units of Competency

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

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

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

Implementing the Framework

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

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

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

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

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

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

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

3. The Deeming and Skills Recognition Process

It is important that training and assessment previously delivered to CFA career employees is recognised as this allows training to be targeted in the appropriate areas to avoid duplication of training already provided. Credit transfer has been undertaken through the Deeming or Skills Recognition Process (SRP) where evidence was gathered and assessed by appropriately qualified and experienced personnel in an auditable manner.

The SRP has been used to recognise previous training and assessment that aligns to current units. The outcomes of this process provide a sound basis from which future training can be built. The outcomes of this process were achieved through extensive research and consultation.

The SRP process ensures that personnel are appropriately recognised for previous training, assessment, successful participation in promotional programs, and regular practical workplace application of these skills has taken place over an extensive period of time.

CFA operational career personnel who have either undertaken training or assessments under this framework or previous arrangements will be treated equally and not disadvantaged. The implementation of this framework relies on a joint agreement on the recognition of all past, present and future promotional programs being recognised as holding equal weighting at the competency level.

CFA operational career personnel seeking recognition for any additional units must apply for individual recognition using the Recognition of Prior Learning (RPL) process.

4. Delivery Methodology

Principles

The CFA and UFU agree that the delivery of groups of units is in many instances the most effective method of holistic training delivery and assessment. The grouping of units will allow training to become more meaningful and reflective of workplace requirements. This approach not only ensures the most efficient use of organisational resources but also improves the quality of practical training outcomes.

This approach will also ensure that units are grouped in areas where there are overlaps or where real workplace application involves the combined use of knowledge and skills from the given units. Therefore, training provided would more accurately reflect the competencies on which module specifications are based. As a result the transfer of learning into the workplace is greatly enhanced with individuals better equipped to apply training to all workplace situations.

The CFA and UFU agree that an essential feature for improving the training effectiveness in CFA is that skills be acquired at a point where the individual has the opportunity to apply them on the job. Individuals should not be encouraged to acquire skills they will be unable to use for several years. In The CFA and UFU agree that an essential feature for improving the training effectiveness in CFA is that skills be acquired at a point where the individual has the opportunity to apply them on the job. Individuals should not be encouraged to acquire skills they will be unable to use for several years. In such situations, lack of opportunity to apply skills on a regular basis may, over time, result in the inability to practically apply those skills.

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

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

Promotional Programs

The strategies for delivering promotional training are specified in the agreed document titled "Management Guidelines for Leading firefighter and Fire Officer development and assessment programs", both parties acknowledge and agree to use this document.

This document remains in force as a non endorsed method to deliver the new framework until an agreed direct delivery and assessment strategy is developed.

Recruits

A full time training program to be undertaken at Fiskville or other suitable venue as agreed by CFA and UFU

Continuation Training

A flexible delivery approach encompassing a mixture of block release and self paced¹ study supported by qualified workplace trainers and assessors, at suitable venues as agreed by CFA and UFU. The program is undertaken over a three-year period.

Firefighters progress to the rank of QFF as follows:

- Level 1 Firefighter (successful completion of CFA recruit training)
- Level 2 Firefighter (successful completion of agreed units and one year experience as an operational firefighter)
- Level 3 Firefighter (successful completion of agreed units and two years experience as an operational firefighter)
- Qualified Firefighter (successful completion of agreed units and three years experience as an operational firefighter)

Qualified Firefighter with Leading Firefighter qualifications, Leading Firefighter and Station Officer progress as follows:

- Qualified Firefighter with Leading Firefighter qualifications, successful completion of agreed units (see table 1) and four years experience as an operational firefighter.
- Leading Firefighter, successful completion of agreed units and completion of four years the experience as an operational firefighter
- Station Officer, successful completion of agreed units, successful completion of the Station Officer assessment, five years experience as an operational firefighter.

A flexible delivery approach encompassing a mixture of block release and self paced study supported by qualified workplace trainers and assessors, at suitable venues as agreed by CFA and UFU

Training shall be approached as a dynamic rather than static set of guidelines that can be altered to meet emerging needs of the organisation. Any such alteration agreed in a consultative process between CFA and UFU and endorsed through Enterprise Bargaining Implementation Committee (EBIC).

¹ Self-paced study refers to individual learning on-shift with the support of a workplace trainer and assessor. The workplace trainer and assessor are responsible for the training and assessment activities undertaken by a course participant.

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

Senior Station Officer

A flexible delivery approach encompassing a mixture of block release and self paced² study supported by qualified workplace trainers and assessors, at suitable venues as agreed by CFA and UFU.

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

ASSESSMENT

All operational personnel seeking qualification to the ranks of leading firefighter and above are required to undertake the relevant development programs and assessment.

SPECIALIST SKILLS/INCREMENTS

The acquisition of specialist skills/increments will be determined by the brigade risk profile, response requirement and specialist equipment housed at the work location.

This training should be delivered and assessed at Fiskville or venues that provide appropriate equipment and resources, including but not limited to current work locations.

LATERAL ENTRY

The required transitional training program and induction requirements will be developed and be submitted to EBIC for endorsement.

5. Recommendations

Recommendation 1

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

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

Recommendation 2

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

Recommendation 3

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

Recommendation 4

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

Recommendation 5

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

Recommendation 6

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

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

Appendix

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

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

Table 3:
CFA specific requirements in the Training Framework

Table 4:
PSTP competency standards encompassing CFA specific requirements

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

Certificate II in Public Safety (Firefighting) (Firefighting & Emergency Operations) PUA30001 8 core units plus 3 elective units	Certificate III in Public Safety (Firefighting & Emergency Operations) PUA30001 9 core units plus 3 elective units	Certificate IV in Public Safety (Firefighting Supervision) PUA30001 3 core units plus 6 elective units	Diploma of Public Safety (Firefighting Management) PUA30001 8 core units plus 4 elective units	Advanced Diploma of Public Safety (Firefighting Management) PUA30001 8 core units plus 6 elective units
<p>CODE CORE UNITS</p> <p>PUAFIR201B Prevent injury</p> <p>PUAFIR203B Respond to urban fire</p> <p>PUAFIR207B Operate breathing apparatus open circuit</p> <p>PUAEQU001B Prepare, maintain and test response equipment</p> <p>PUAOPE002B Operate communications systems and equipment</p> <p>PUATEA001B Work in a team</p> <p>PUAEME001B Provide emergency care</p> <p>PUASAR001B Participate in a rescue operation</p>	<p>CODE CORE UNITS</p> <p>PUAFIR302B Suppress urban fire</p> <p>PUAFIR306B Render hazardous materials incidents safe</p> <p>PUAFIR308B Employ personal protection at a hazardous materials incident</p> <p>PUAFIR309B Operate pumps</p> <p>PUAVEH001B Drive vehicles under operational conditions</p> <p>PUAEME002C Manage injuries at emergency incidents</p> <p>PUAHS002B Maintain safety at an incident site</p> <p>PUATEA002B Work autonomously</p> <p>PUAEME003C Administer oxygen in an emergency situation</p>	<p>CODE CORE UNITS</p> <p>PUAOPE001A Supervise response</p> <p>PUAOPE004A Conduct briefings/debriefings</p> <p>PUATEA003A Lead, manage and develop teams</p>	<p>CODE CORE UNITS</p> <p>PUAHS003B Implement and monitor the organisation's occupational health and safety policies, procedures and programs</p> <p>BSXFM506B Manage workplace information</p> <p>PUAFIR503B Implement prevention strategies</p> <p>PUAOPE005B Manage a multi-team response</p> <p>PUAOPE007B Command agency personnel with a multi agency emergency response</p> <p>PUAPRO001B Promote a learning environment in the workplace</p> <p>PUACOM007B Liaise with other organisations</p> <p>PUAFIR502B Develop incident control strategies</p>	<p>CODE CORE UNITS</p> <p>PUACOM101B Promote the organisation's mission and services</p> <p>PUAMAN001B Manage the organisation's public safety responsibilities</p> <p>PUAMAN003B Manage human resources</p> <p>PUAMAN007B Manage financial resources</p> <p>PUAOPE006B Control multi agency emergency situations</p>
<p>CODE ELECTIVE UNITS</p> <p>PUAFIR204B Respond to wildfire</p> <p>PUAFIR205B Respond to aviation incident (specialist)</p> <p>PUAFIR206B Check installed fire safety systems</p> <p>PUAFIR208B Participate in community safety activities</p> <p>PUAFIR209B Work safely around aircraft</p> <p>PUACOM001C Communicate in the workplace</p> <p>PUACOM002B Provide services to client</p> <p>PUALAW001B Protect and preserve incident scene</p> <p>PUASAR008B Search as a member of a land search team</p> <p>PUATEA004C Work effectively in a public safety organisation</p> <p>PUAFIR202B Respond to isolated remote structure fire</p> <p>PUAFIR210B Undertake hover-exit operations from helicopter</p> <p>PUAFIR211B Undertake helicopter winch operations</p> <p>PUAFIR212B Rappel from helicopter</p> <p>PUAHS001C Follow defined occupational health & safety policies and procedures</p>	<p>CODE ELECTIVE UNITS</p> <p>PUAFIR301B Undertake community safety activities</p> <p>PUAFIR304B Respond to marine emergencies</p> <p>PUAFIR305B Respond to aviation incidents (general)</p> <p>PUAFIR307B Monitor hazardous atmospheres</p> <p>PUAFIR310B Operate aerial or specialist appliances</p> <p>PUAFIR311B Dispatch rappel personnel and equipment from a helicopter</p> <p>PUAFIR312B Operate aerial ignition equipment in an aircraft</p> <p>PUAFIR313B Operate aviation support equipment</p> <p>PUAFIR314B Utilise installed fire safety systems</p> <p>PUAFIR315B Navigate from an aircraft</p> <p>PUACOM009B Foster a positive organisation image in the community</p> <p>PUACOM006B Plan and conduct a public awareness program</p> <p>PUALAW002A Conduct initial investigation at incident scene</p> <p>PUAOPE003B Navigate in urban and rural environments</p> <p>PUASAR002B Undertake road accident rescue</p> <p>PUASAR003B Undertake technical rescue</p> <p>PUASAR004B Undertake vertical rescue</p> <p>PUASAR005B Undertake confined space rescue</p> <p>PUASAR006B Undertake trench rescue</p> <p>PUASAR007B Undertake structural collapse rescue</p> <p>PUAFIR303B Suppress wildfire</p> <p>TAADEL301A Provide training through instruction and demonstration of work skills</p>	<p>CODE ELECTIVE UNITS</p> <p>PUAFIR401B Obtain incident intelligence</p> <p>PUAFIR402B Supervise specialist response to aviation incidents</p> <p>PUAFIR403B Assess building plans</p> <p>PUAFIR404B Inspect dangerous goods facilities</p> <p>PUAFIR405B Collect, analyse and provide regulatory information</p> <p>PUAFIR406B Develop prescribed burning plans</p> <p>PUAFIR407B Conduct prescribed burning</p> <p>PUAFIR408B Plan aircraft operations</p> <p>PUAFIR409B Develop air attack strategies</p> <p>BSXFM402B Provide leadership in the workplace</p> <p>PUACOM111B Develop community awareness network</p> <p>PUACOM12B Liaise with the media in the region</p> <p>PUAMAN002B Administer workgroup resources</p> <p>PUACOM006B Plan and conduct a public awareness program</p> <p>PUAEMR001B Establish context and develop risk evaluation criteria</p> <p>TAASS401A Plan and 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Facilitate and capitalise on change and innovation</p> <p>PUAPRS2052B Manage marketing requirements</p> <p>PUACOM004B Manage organisational communication strategies</p> <p>PUAFIR601B Develop and administer agency policy, procedures and practices</p> <p>PUAHS004B Establish and maintain the occupational health and safety system</p> <p>PUAOPE008B Co-ordinate resources within a multi agency emergency response</p> <p>PUAPOL019B Contribute to policy formulation and revision</p>
<p>The colouring of the code designates at which rank the unit is delivered.</p> <p>Firefighter Level 1 (Recruit)</p> <p>Firefighter Level 2</p> <p>Firefighter Level 3</p>				

Table 2: Proposed alignment between the PSTP and CFA Promotional Courses

Certificate II in Public Safety (PUA2001) (Integrating & Emergency Operations) 9 core units plus 3 elective units	Certificate III in Public Safety (Integrating & Emergency Operations) PUA2001 9 core units plus 3 elective units	Certificate IV in Public Safety (Integrating Supervisory) (PUA2001) 9 core units plus 6 elective units	Diploma of Public Safety (Integrating Management) (PUA2001) 8 core units plus 6 elective units	Advanced Diploma of Public Safety (Integrating Management) (PUA2001) 8 core units plus 6 elective units																																																																																																																																																																																														
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PUAFIR204B	Respond to wildfire																																																																																																																																																																																																	
PUAFIR205D	Respond to aviation incident (specialist)																																																																																																																																																																																																	
PUAFIR206R	Check installed fire safety systems																																																																																																																																																																																																	
PUAFIR208B	Participate in community safety activities																																																																																																																																																																																																	
PUAFIR209B	Work safely around aircraft																																																																																																																																																																																																	
PUACOM001G	Communicate in the workplace																																																																																																																																																																																																	
PUACOM002R	Provide services to client																																																																																																																																																																																																	
PUALAV001B	Protect and preserve incident scene																																																																																																																																																																																																	
PUASAR008B	Search as a member of a land search team																																																																																																																																																																																																	
PUATEA009C	Work effectively in a public safety organisation																																																																																																																																																																																																	
PUAFIR202B	Respond to isolated remote structure fire																																																																																																																																																																																																	
PUAFIR210B	Undertake hover-exit operations from helicopter																																																																																																																																																																																																	
PUAFIR211B	Undertake helicopter winch operations																																																																																																																																																																																																	
PUAFIR212B	Kapitel from helicopter																																																																																																																																																																																																	
PUAHS001C	Follow defined occupational health & safety policies and procedures																																																																																																																																																																																																	
CODE	ELECTIVE UNITS																																																																																																																																																																																																	
PUAFIR301B	Undertake community safety activities																																																																																																																																																																																																	
PUAFIR304B	Respond to marine emergencies																																																																																																																																																																																																	
PUAFIR305B	Respond to aviation incidents (general)																																																																																																																																																																																																	
PUAFIR307R	Monitor hazardous atmospheres																																																																																																																																																																																																	
PUAFIR310B	Operate aerial or specialist appliances																																																																																																																																																																																																	
PUAFIR311B	Dispatch rappel personnel and equipment from a helicopter																																																																																																																																																																																																	
PUAFIR312R	Operate aerial ignition equipment in an aircraft																																																																																																																																																																																																	
PUAFIR313B	Operate aviation support equipment																																																																																																																																																																																																	
PUAFIR314B	Utilise installed fire safety systems																																																																																																																																																																																																	
PUAFIR315B	Navigate from an aircraft																																																																																																																																																																																																	
PUACOM005B	Foster a positive organisation image in the community																																																																																																																																																																																																	
PUACOM006B	Plan and conduct a public awareness program																																																																																																																																																																																																	
PUAI AV002A	Conduct initial investigation at incident scene																																																																																																																																																																																																	
PUAOPE003B	Navigate in urban and rural environments																																																																																																																																																																																																	
PUASAR002B	Undertake road accident rescue																																																																																																																																																																																																	
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PUASAR006B	Undertake trench rescue																																																																																																																																																																																																	
PUASAR007B	Undertake structural collapse rescue																																																																																																																																																																																																	
PUAFIR303B	Suppress wildfire																																																																																																																																																																																																	
TAADEL301A	Provide training through instruction and demonstration of work skills																																																																																																																																																																																																	
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PUAFIR401B	Obtain incident intelligence																																																																																																																																																																																																	
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PUAFIR403R	Assess building plans																																																																																																																																																																																																	
PUAFIR404B	Inspect dangerous goods facilities																																																																																																																																																																																																	
PUAFIR405B	Collect, analyse and provide regulatory information																																																																																																																																																																																																	
PUAFIR406R	Develop prescribed burning plans																																																																																																																																																																																																	
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PUAFIR408B	Plan aircraft operations																																																																																																																																																																																																	
PUAFIR409B	Develop air attack strategies																																																																																																																																																																																																	
BSXFM002B	Provide leadership in the workplace																																																																																																																																																																																																	
PUACOM011B	Develop community awareness network																																																																																																																																																																																																	
PUACOM012B	Liaise with the media in the region																																																																																																																																																																																																	
PUAMAN002B	Administer workgroup resources																																																																																																																																																																																																	
PUACOM006B	Plan and conduct a public awareness program																																																																																																																																																																																																	
PUAEMR001B	Establish context and develop risk evaluation criteria																																																																																																																																																																																																	
TAASS001A	Plan and organise assessment																																																																																																																																																																																																	
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TAASS004B	Participate in assessment validation																																																																																																																																																																																																	
TAADEL401A	Plan and organise group based delivery																																																																																																																																																																																																	
TAADEL402A	Facilitate groupbased delivery																																																																																																																																																																																																	
TAADEL405A	Coordinate and facilitate distance-based learning																																																																																																																																																																																																	
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<p>The colouring of the code designates at which rank the unit is delivered.</p> <p>Firefighter Level 1 (Recruit) Qualified Firefighter Leading Firefighter Station Officer Senior Station Officer Operations Officer Currently delivered as part of CFA accredited or specialist training Currently not delivered within CFA</p>																																																																																																																																																																																																		

Table 3: CFA specific requirements in the Training Framework

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

Table 4: PSTP competency standards encompassing CFA specific requirements

Certificate II in Public Safety PUA20301 (Firefighting & Emergency Operators)	Certificate III in Public Safety (Firefighting & Emergency Operations) PUA3C601	Certificate IV in Public Safety (Firefighting Supervision) PUA43301	Diploma of Public Safety (Firefighting Management) PUA50501	Advanced Diploma of Public Safety (Firefighting Management) PUA60501
PUAFIR201B Prevent injury	PUAFIR302B Suppress urban fire	PUAOPE001A Supervise response	PUACHS003B Implement and monitor the organisation's occupational health and safety policies, procedures and programs	PUAMANC01B Manage the organisation's public safety responsibilities
PUAFIR203B Respond to urban fire	PUAFIR306B Render hazardous materials incidents safe	PUA1EAC03A Lead, manage and develop teams	PUACFC005D Manage a multi-team response	PUAMANC03B Manage human resources
PUAFIR207D Operate breathing apparatus open circuit	PUAFIR308B Employ personal protection at a hazardous materials incident	PUAFIR401B Obtain incident intelligence	PUACPF007B Command agency personnel with a multi agency emergency response	PUAOPE006B Control multi agency emergency situations
PUACQU001D Prepare, Maintain and test response equipment	PUAFIR309B Operate pumps	DSXFM402D Provide leadership in the workplace	PUAFIR503D Co-ordinate human resource management activities	PUAFIR602B Manage the implementation of community safety strategies
PUAOPC002D Operate communication systems and equipment	PUAVEH001B Drive vehicles under operational conditions	PUAFIR406B Develop prescribed burning plans	PUAFIR504B Assist with formulation and implementation of plans and policies	PUACOM004B Manage organisational communication strategies
PUATEA001B Work in a team	PUAEME002C Manage injuries at emergency incidents	PUAFIR407B Conduct prescribed burning	PUAEMR002E Identify, analyse and evaluate risk	PUAOPE008B Co-ordinate resources within a multi agency emergency response
PUAEME001B Provide emergency care	PUAEME003C Administer oxygen in an emergency			
PUASAR001B Participate in a rescue operation	PUAFIR303B Suppress wildfire			
PUAFIR204B Respond to wildfire				

PUAFIR206B Check installed fire safety systems				
PUAFIR209B Work safely around aircraft				
PUALAW001B Protect and preserve incident scene				
PUAFIR202B Respond to isolated remote structure fire				
PUAOKS001C Follow defined occupational health and safety policies and procedures				



SCHEDULE 6 – JOINT STATEMENT ON OPERATIONAL TRAINING AND ASSESSMENT

**CFA UFU JOINT STATEMENT
ON
OPERATIONAL TRAINING AND ASSESSMENT
IN CFA**

OBJECTIVES

- All operational training must equip career Firefighters, Station Officers and volunteers with the competencies, knowledge and skills necessary to operate on the fireground in a competent and safe manner.
- No firefighter (career or volunteer) is to be involved in firefighting unless he or she has been trained and is able to demonstrate they have the competencies and skills to undertake the tasks required of them in a safe and professional manner.
- Operational training standards related to delivery and assessment outcomes must be consistent across the CFA, e.g. brigades, career fire stations and regions.

Operating Principles

Australian Fire Competencies

- All training and assessment must comply with the Australian Fire Competencies (AFC's), where they exist.

Training Delivery

- All training based on the Australian Fire Competency Standards must be delivered by personnel that hold the qualification or its equivalent stipulated within the respective module.
- Where paid operational training is delivered outside the AFC based Framework such training must be delivered and assessed by a process agreed by the parties.
- Training will be delivered from:
 - Fiskville and other training grounds
 - all brigades across the state
 - any other appropriate training locations.

Assessment

It is a normal requirement that all assessors must be qualified workplace assessors and be competent in the skill or module being assessed. However under circumstances where this is not possible a person who is competent in that skill or module may be used to advise the assessor in determining the persons competency.

Persons responsible for assessing competency Levels through the RPL and RCC process must be appropriately qualified. Persons who are qualified assessors and competent in the skill or module being assessed may be used to assist the RPL/RCC qualified assessor with this process.

Any validation process of assessment is to be performed in accordance with the national principles, standards and protocols set down by the Australian National Training Authority.

Accountability for Operational Training and Assessment

CFA through the Chief Officer has statutory responsibility for Operational Training and Assessment for CFA career Firefighters, Officers and volunteers.

All training and assessment undertaken will be monitored by the Chief Officer through established CFA procedures.

SCHEDULE 7 – TRAINING MODULE DELIVERY BY CAREER INSTRUCTORS

TRAINING MODULE DELIVERY BY CAREER INSTRUCTORS

MODULE AFAC LEVEL 1		Wildfire Instructor	Structural Instructor	COMMENTS
1.01	Health & Fitness	✓	✓	Instructor stream focus
1.02	Preparation & Maintenance of Equipment	✓	✓	Instructor stream focus
1.04	Driving Vehicles	✓	✓	ADI / Driver educator
1.05	Alarms & Sprinklers		✓	
1.06	Occupational Hazards	✓	✓	
1.07	Personal Protection 1	✓	✓	Minimum skills module
1.08	Occupational Stress	✓	✓	
1.09	Map Reading 1	✓	✓	Minimum skills module
1.10	Building Structures 1		✓	
1.11	Fire Suppression 1		✓	
1.12 A	Wildfire Behaviour 1	✓		Minimum skills module, see note 1 below
1.12 B	Wildfire Suppression 1	✓		Minimum skills module, see note 1 below
1.13	Vehicle Rescue		✓	
1.14	Search & Rescue		✓	
1.15	Breathing Apparatus (open circuit)		✓	
1.16	Casualty Assistance			Subject matter expert
1.17	Emergency care			Subject matter expert
1.19	Communications systems	✓	✓	
1.20	Computer skills			Subject matter expert
1.21	Workplace communication			Subject matter expert

MODULE AFAC LEVEL 1		Wildfire Instructor	Structural Instructor	COMMENTS
1.22	Fire Agency Awareness	✓	✓	
1.23	Work Team Communication			Subject matter expert
1.24	Writing Skills for Work			Subject matter expert
1.25	Rope Rescue 1		✓	

MODULE AFAC LEVEL 2		Wildfire Instructor	Structural Instructor	COMMENTS
2.02	Inspect & Test Equipment	✓	✓	Instructor stream focus
2.03A	Drive Vehicle on road	✓	✓	ADI / Driver educator
2.03B	Drive vehicles off-road	✓	✓	ADI / Driver educator / Subject matter expert
2.04	Operate Pumps	✓	✓	Instructor stream focus
2.06	Personal Protection 2		✓	
2.07	Occupational Hygiene		✓	
2.08	Detection & Suppression Systems		✓	
2.09	Building & Evacuation Systems		✓	
2.10.	Mechanical Venting & Air Handling		✓	
2.11	Building Structures 2		✓	
2.12	Fire Behaviour (CFA)		✓	
2.13	Fire Suppression 2		✓	
2.14	Atmospheric Monitoring		✓	
2.15 A	Salvage & Overhaul		✓	
2.15 B	Ventilation		✓	
2.16	Hazardous Materials 1		✓	
2.17 A	Heavy Rescue		✓	
2.17 B	Trench Rescue		✓	
2.17 C	Confined Space Rescue		✓	
2.17 D	High Angle Rescue		✓	
2.17 E	Structural Collapse		✓	

MODULE AFAC LEVEL 2		Wildfire Instructor	Structural Instructor	COMMENTS
2.18	Breathing Apparatus (closed circuit)		✓	
2.19	Aerial Appliances		✓	
2.20	Specialists Appliances (A,B,C,D,E,F,G,H,I)	✓	✓	Subject matter expert appliance specific
2.21	Fire Prevention 1	✓	✓	Instructor stream focus
2.22	Administration 1			Subject matter expert
2.28	Wildfire Behaviour 2	✓		see note 1 below
2.29	Wildfire Suppression 2	✓		see note 1 below
2.30	Introductory Maths for Industry			Subject matter expert
2.31	Fire Science – Intro A			Subject matter expert
2.32	Fire Science – Intro B			Subject matter expert
2.33	Map Reading 2	✓	✓	
2.34	Aviation Fire Suppression 1			Subject matter expert

MODULE AFAC LEVEL 3		Wildfire Instructor	Structural Instructor	COMMENTS
3.01	Occupational Health & Safety			Subject matter expert
3.04	Fire & Fire Incident Operations	✓	✓	Wildfire focus for wildfire Instructor
3.05	Building Fire Safety		✓	
3.06	Aviation Fire Suppression 2			Subject matter expert
3.07	Hazardous Materials 2		✓	
3.09	Workplace Trainer Category 1			Subject matter expert
3.10.	Writing Work Place documents			Subject matter expert
3.11	Public Speaking			Subject matter expert
3.12	Dealing with Conflict			Subject matter expert
3.13	Negotiation Skills			Subject matter expert
3.14	Leadership	✓	✓	
3.15	Supervising Teams	✓	✓	

MODULE AFAC LEVEL 3		Wildfire Instructor	Structural Instructor	COMMENTS
3.16	Quality of Service			Subject matter expert
3.17	Prescribed Burning 1	✓		
3.18	Wildfire Suppression 3	✓		
3.19	Maths for data Representation			Subject matter expert
3.20	Fire Science in Chemistry			Subject matter expert
3.21	Introduction to Law			Subject matter expert
3.22	Workplace Assessment			Subject matter expert
3.23	Wildfire Behaviour 3	✓		
3.24	Meetings			Subject matter expert

MODULE AFAC LEVEL 4		Wildfire Instructor	Structural Instructor	COMMENTS
4.01	Resources Evaluation			Subject matter expert
4.02	Pre-Incident Planning	✓	✓	Instructor stream focus- subject matter expert
4.03	Operational Management	✓	✓	Instructor stream focus- subject matter expert
4.04	Incident Control System - AIIMS	✓	✓	
4.05 A	Fire Investigation - Wildfire	✓	✓	Qualified Instructors only
4.05 B	Fire Investigation - Structural		✓	Qualified Instructors only
4.06.	Fire Investigation – Legal Procedures	✓	✓	Qualified Instructors only - subject matter expert
4.07	Fire Prevention	✓	✓	Instructor stream focus – subject matter expert
4.08	Building Fire Safety 2		✓	
4.09	Building Fire Services			Subject matter expert
4.10	Administration 2			Subject matter expert
4.11	Communications 1			Subject matter expert
4.12	Interviews			Subject matter expert
4.13	Workplace Trainer Category 2			Subject matter expert
4.15	Public Relations A			Subject matter expert
4.16	Leadership & Team Management	✓	✓	
4.17	Introduction to Budgeting			Subject matter expert

MODULE AFAC LEVEL 4		Wildfire Instructor	Structural Instructor	COMMENTS
4.18	Human Resources Management			Subject matter expert
4.19	Policy Development			Subject matter expert
4.20	Fire Law	✓	✓	Subject matter expert
4.21	Material Science – Fire Behaviour			Subject matter expert
4.22	Material Behaviour – Fire Prevention			Subject matter expert
4.23	Mechanics			Subject matter expert
4.24	Assessment Validation			Subject matter expert
4.25	Prescribed Burning 2	✓		Subject matter expert

MODULE AFAC LEVEL 5		Wildfire Instructor	Structural Instructor	COMMENTS
5.01	Resources Upgrading & Development Management			Subject matter expert
5.02	Planning Management	✓	✓	Instructor stream focus – subject matter expert
5.03	Logistics Management	✓	✓	Instructor stream focus – subject matter expert
5.04	Incident Management Skills	✓	✓	Instructor stream focus – subject matter expert
5.05	Operations Analysis	✓	✓	Instructor stream focus – subject matter expert
5.06	Project Management			Subject matter expert
5.07	Communications 2			Subject matter expert
5.08	Public Relations B			Subject matter expert
5.09	Team Performance			Subject matter expert
5.10	Managing Finance - Budgets			Subject matter expert
5.11	Human Resources Management 2			Subject matter expert
5.12	Planning & Management Change			Subject matter expert
5.13	Occupational Health & Safety Management			Subject matter expert
5.14	Management of Workplace Assessment			Subject matter expert

MODULE AFAC LEVEL 6		Wildfire Instructor	Structural Instructor	COMMENTS
6.01	Pre Incident Response Planning 2			Subject matter expert
6.02	Major Operations Management			Subject matter expert
6.03	Policy and Legislation			Subject matter expert
6.04	Information Resource Management			Subject matter expert
6.06	Marketing Concepts			Subject matter expert
6.07	Strategic Leadership			Subject matter expert
6.08	Managing Finance – Performance and Cost Efficiency			Subject matter expert
6.09	Managing Finance – Operating and Capital Expenditure			Subject matter expert
6.10	Human Resources Management 3			Subject matter expert
6.11	Strategic Planning			Subject matter expert

All modules/elements to be instructed by personnel who have the appropriate competency and **proficiency** in the specific course of instruction.

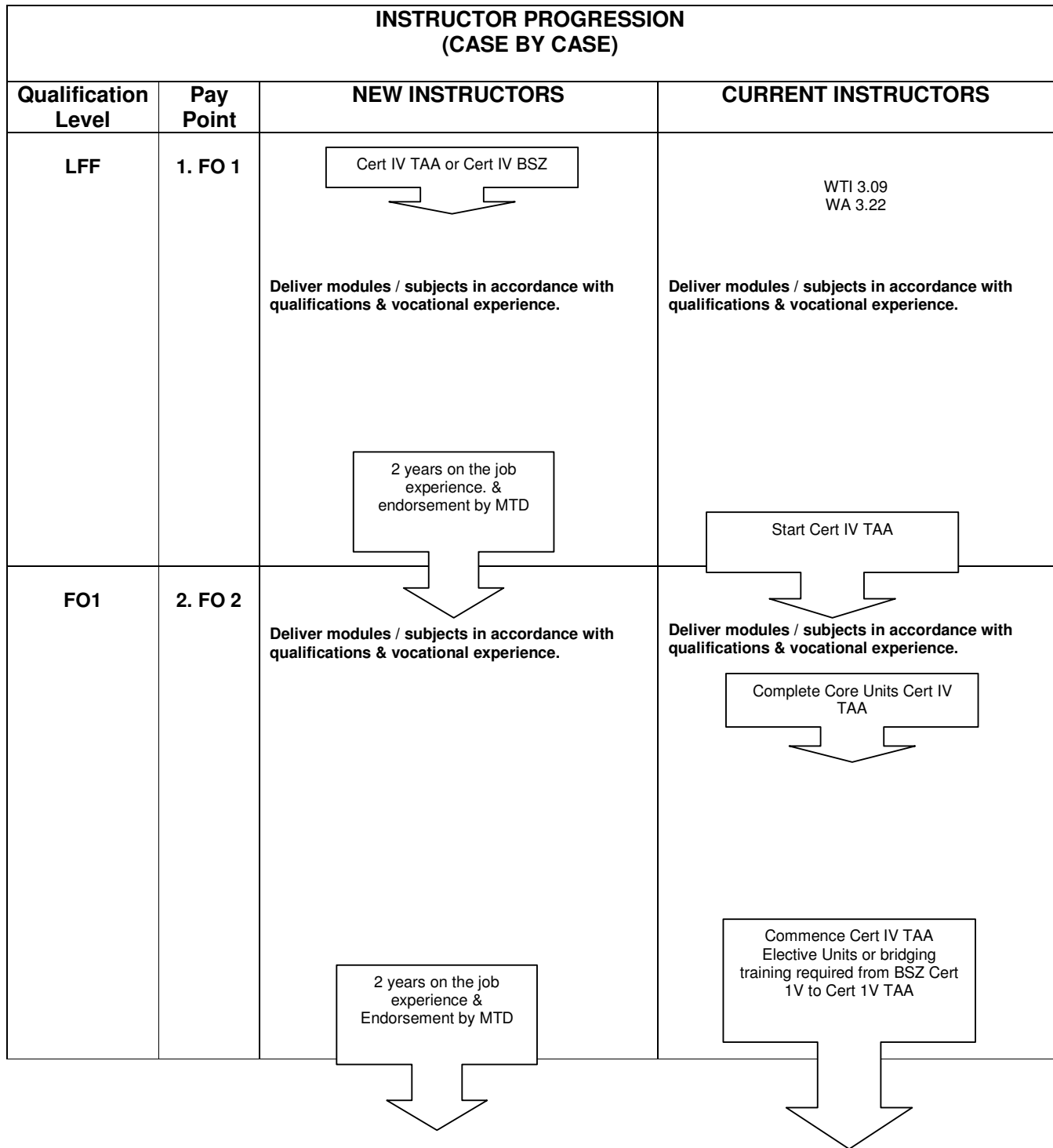
NOTE:

1. Structural instructors who were CFA firefighters or officers can train and assess within the wildfire stream without restriction according to their level of competency and experience.

CFA MODULES		Wildfire Instructor	Structural Instructor	COMMENTS
	Maintain Safety at a CFA Incident	✓	✓	
	Wildfire Minimum Skills	✓		see note 1 below
	Low structure		✓	
	Hazmat Awareness		✓	
	Crew Leader / Controller at Small Incident	✓	✓	Instructor stream focus - Qualified Instructors only
	Strike Team Leader	✓	✓	Instructor stream focus - Qualified Instructors only
	Sector Commander	✓	✓	Instructor stream focus - Qualified Instructors only

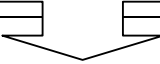
CFA MODULES		Wildfire Instructor	Structural Instructor	COMMENTS
	Plantation fire fighting	✓		
	Ground Observer	✓		Qualified Instructors only
	Fireline Leadership	✓	✓	Qualified Instructors only
	AIIMS unit roles	✓	✓	Qualified Instructors only

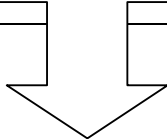
**SCHEDULE 8 – PROGRESSION OF INSTRUCTORS WITH 5 YEARS
CONTINUOUS OPERATIONAL EXPERIENCE**



<p>FO2</p>	<p>3.FO 2 + 10%</p>	<p>Deliver modules / subjects in accordance with qualification & vocational experience.</p>	<p>Complete Cert IV TAA</p> <p>Deliver modules / subjects in accordance with qualifications & vocational experience.</p>
<p>4.1 (OO2)</p> <p>4.2 (OO3)</p> <p>4.3 (OO4)</p>		<p>Vacancy advertised and selection on merit and pay point on appointment reflecting qualification</p> <p>↓</p> <p>Appointed to Position</p> <p>Complete Core Modules Dip T&A</p> <p>↓</p> <p>Complete Elective Modules Dip T&A</p> <p>↓</p> <p>Diploma Training & Assessment</p>	<p>Vacancy advertised and selection on merit and pay point on appointment reflecting qualification</p> <p>↓</p> <p>Appointed to Position</p> <p>Complete Core Modules Dip T&A</p> <p>↓</p> <p>Complete Elective Modules Dip T&A</p> <p>↓</p> <p>Diploma Training & Assessment</p>

**INSTRUCTOR PROGRESSION
(OPERATIONAL CAREER STAFF)**

Qualification Level	Pay Point	CURRENT INSTRUCTORS
LFF	1. FO 1	<p align="center">WTI 3.09</p> <p>Deliver modules / subjects in accordance with qualifications & vocational experience.</p> <div data-bbox="834 831 1154 905" style="border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;"> Complete Core Units Cert IV or FO1 skill profile & assessment </div>
FO1	2. FO 2	<div data-bbox="915 905 1073 968" style="text-align: center;">  </div> <p>Deliver modules / subjects in accordance with qualifications & vocational experience.</p> <div data-bbox="855 1367 1175 1524" style="border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;"> Complete Cert IV TAA or FO2 modules. </div>



<p>FO2</p>	<p>3.FO 2 + 10%</p>	<p>Deliver modules / subjects in accordance with qualifications & vocational experience.</p> <div data-bbox="862 510 1117 724" style="border: 1px solid black; padding: 5px; text-align: center;"> <p>Vacancy advertised and selection on merit and pay point on appointment reflecting qualification</p> </div>
	<p>4.1 (OO2)</p> <p>4.2 (OO3)</p> <p>4.3 (OO4)</p> <p>4.4+ (Transferring OM and salary according to OM qualification)</p>	<p style="text-align: center;">Appointment to Position</p> <div data-bbox="839 905 1140 968" style="border: 1px solid black; padding: 5px; text-align: center;"> <p>Complete Core Modules Dip T&A or OO3 competencies</p> </div> <div data-bbox="839 1041 1140 1125" style="border: 1px solid black; padding: 5px; text-align: center;"> <p>Complete Elective Modules Dip T&A or OO4 competencies</p> </div> <div data-bbox="799 1220 1183 1283" style="border: 1px solid black; padding: 5px; text-align: center;"> <p>Diploma Training & Assessment</p> </div>

Note: All current senior instructors will move to level 4 and through attrition of those instructors, the level 4 positions will be advertised and selection will be based on merit and pay point on appointment reflecting qualification.

SCHEDULE 9 – OPERATIONAL RECALL

Operational Recall occurs in the following circumstances, except during Major Fires or Incidents, planned availability for operational purposes or when the employee is the Regional Duty Officer:

When an employee who is off duty is required to respond to manage or support an emergency or incident, all time spent attending to and travelling to and from the incident constitutes Operational Recall. Response is further defined as a return to work either to a headquarters, operational facility to an incident or significant out of hours work required and endorsed by the line manger.

When an employee is on duty and is required to respond to manage or support an emergency or incident, all time spent attending to and travelling to and from the incident after 14 hours work that day constitutes Operational Recall.

Major Fire or Incidents are defined, for the purposes of this clause, as any fire or incident, or complex of fires or incidents that remain active events beyond 24 hours from the time of commencement.

**SCHEDULE 10 – ARRANGEMENTS FOR RELIEF OF PARTICULAR
POSITIONS OUTSIDE THE FIRE DANGER PERIOD**

GROUP A	GROUP B	GROUP C
Operations Officer - Specialist Response	Operations Manager - Training Delivery (Fiskville)	Operations Officer/Manager - Office of Emergency Service Commissioner
Operations Manager - Protective Equipment	Operations Officer - Distance Education & AIIMS Coordinator (Fiskville)	Operations Manager - Human Resource Planning
Operations Officer- State Aircraft Unit	Operations Officer - Training Delivery (Fiskville)	Operations Manager - Learning and Development
Operations Manager - Performance Improvement	Operations Officer - State Driving Coordinator (Fiskville)	Operations Officer/Manager - OH&S
Operations Manager - CFA CAD Operations		Operations Officer - Reliever
Operations Manager - Wildfire Policy & Planning		
Operations Manager - HQ Operations		
Operations Officer - FIRS		
Operations Manager -BEST Project		
Operations Manager - Structural Fire Planning		
Operations Manager - Major Events and Security		
Operations Officer/Manager - Worksafe (Major Hazards Officer)		
Operations Officer in Charge - Integrated Brigade		
Operations Manager - (Regional Commander)		

GROUP A POSITIONS

- Relief will be provided from the first day of absence*.
- The Line Manager may consider the operational capability and workload management in determining relief above minimum standards.

GROUP B POSITIONS

- No relief required when leave is during a shut down period or no course commitments.
- Otherwise, relief will be provided after a one (1) week period*.
- The Line Manager may consider the operational capability and workload management in determining relief above minimum standards.

GROUP C POSITIONS

- No relief is required.

ALL GROUPS

- The intention of relief is to facilitate the ability for Operations Officers and Operations Managers to be able to take periods of planned absences and leave.
- Should special circumstances exist, the appropriate manager may approve relief for leave periods that do not exceed one (1) week.
- Based on operational planning needs, the Chief Officer may require variation to the total number of employees taking leave at any one time. The Chief Officer also needs to be satisfied that the number of available Operations Managers at any one time meets operational requirements.
- When relief cannot be provided from other sources no employee covered by this agreement shall unreasonably refuse to relieve another employee at a different location in an unexpected situation.
- The methodology of providing relief can be further developed through the provisions of Clause 13. However, in further developing the methodology of relief, it will not be used as a basis for not providing relief.

** It is acknowledged that until the expiry of the Transitional Period, CFA will endeavour to but may not be able to comply with these requirements.*

SCHEDULE 11 – POSITION DESCRIPTIONS

POSITION TITLE: OPERATIONS OFFICER

POSITION DESCRIPTION:

Reports to:

- ! Reports to the Operations Manager.
- ! Provides support to the Area Management Team.

Primary Objectives of Position:

To assist the Operations Manager in the provision of leadership, management and direction to regional personnel, Brigades and Groups to ensure the effective emergency service preparedness and response within the Region.

To assist the Area Management team in the provision of leadership, management and direction to career and volunteer personnel, Brigades and Groups - to ensure effective delivery of a range of CFA activities including volunteer / brigade support, infrastructure planning/ maintenance, risk management, training and service delivery preparedness and response programs.

Key Result Areas:

- ! Regularly advise and report to the Operations Manager on service delivery preparedness and performance and future implications relating to issues and trends within the Area.
- ! Assist the Operations Manager(s) in managing career staff and supporting volunteer personnel, including reviewing performance, career planning, recruitment, Brigade support and administration.
- ! Within policy guidelines, undertake the role of media liaison and represent the CFA as required.
- ! Undertake risk management inspections, provide recommendations and ensure appropriate guidelines and procedures are adhered to and develop plans to address issues.
- ! Assist the Area Management team in ensuring CFA statutory requirements and Standing Operating Procedures are met. This will include provision of regular advice and reports on a range of issues affecting CFA emergency

POSITION TITLE: OPERATIONS OFFICER
DATED:

- ! preparedness and service delivery performance.
- ! Develop effective working relationships and liaise with other government bodies as required.
- ! Assist the Risk Manager in facilitating community acceptance and responsibility for risks within their control.
- ! Assist the Area management team in maintaining existing infrastructure and planning/implementing future infrastructure requirements.
- ! Develop and promote CFA as a professional community service organisation and adopt a total risk management approach within the Service Area.
- ! Provide support in emergency management through participation in the Incident Control System.
- ! Support the Risk Manager in:-
 - developing an accurate risk profile for the Area covering wildfire, structural fire and dangerous goods environment.
 - establishing an effective risk management plan for the Area.
 - monitoring and assessing the effectiveness of risk management strategies and compliance with regulator responsibilities.
 - delivering and co-ordinating risk management programs (eg., Fire Protection, Fire Prevention, Juvenile Fire Awareness and Community Fireguard).
 - developing effective networks within the community to manage risks.
- ! Support the Training Manager in:-
 - developing and implementing a training and development strategy and program that addresses the technical and career development needs of personnel and meets the CFA corporate policy and Area business objectives.
 - undertaking a needs analysis to determine the technical and career development requirements of career and volunteer personnel within the Area.
 - developing and implementing integrated career development and succession planning for the Area.

POSITION TITLE: OPERATIONS OFFICER
DATED:

-the management, functioning and forward planning of field training grounds and undertake the role of Field Training Ground Executive Officer if required.

- ! Provide support to the Training Manager in the delivery, co-ordination of training and identification of Regional training requirements.
- ! Contribute to the development of the Budget and ongoing management of expenditure.
- ! Undertake other duties as directed by the Area Manager, Operations Manager and/or Chief Officer.

Selection Criteria:

- ! An understanding of, and proven performance in fire and emergency management strategies and practices, and the ability to command and control major incidents.
- ! Demonstrated conceptual skills and an ability to develop solutions to a range of organisational issues and performance improvements initiatives.
- ! Sound knowledge of Risk Management principles and practices relevant to CFA environment.
- ! Sound knowledge of fire behaviour and the qualities of dangerous goods.
- ! Demonstrated skill and experience in physical, human resource, administrative, financial management (including computer skills in word processing and spreadsheets) and proven capacity to manage projects and achieve specific objectives within set time frames.
- ! Proven experience in co-ordination, development and delivery of training and development activities.
- ! An understanding of competency based training and assessment techniques and an ability to undertake training needs analysis.
- ! Demonstrated effective leadership and supervisory skills.
- ! Knowledge of relevant CFA Policy, legislation, procedures and Codes of Practice.

POSITION TITLE: OPERATIONS OFFICER
DATED:

- ! Effective interpersonal, written and verbal communication skills including the ability to liaise effectively with volunteer and career personnel to encourage a spirit of commitment and teamwork.

Working environment and other requirements of the position:

- ! Satisfactory progress towards a tertiary qualification or equivalent in an appropriate discipline would be an advantage.
- ! Work flexible hours as required and attend activities and meetings outside normal business hours, including evening and weekend work.
- ! Ability to work co-operatively with Government Agencies, Local Government and Industry.
- ! Incumbent will be required to undertake extensive travel within the Area and State as required.
- ! Experience working within or with volunteer organisations and an appreciation of an integrated paid staff/volunteer organisational culture is essential.
- ! Incumbent will be expected to work in a team environment which will involve input and support to a range of projects and programs across all CFA functions.
- ! Incumbent will be expected to perform other duties as required by the Area Manager within their level of competence.

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POSITION TITLE: OPERATIONS OFFICER
DATED:

POSITION TITLE: Operations Manager	
POSITION NO:	INCUMBENT
DEPARTMENT:	LOCATION:
REPORTS TO: Operations Manager reports to Area Manager on implementation of CFA policy. Operations Manager reports to the Chief Officer for emergency management.	
PRIMARY OBJECTIVES OF POSITION: Provide leadership, management and direction to regional personnel, Brigades, Groups and service delivery points to ensure the effective emergency service delivery and preparedness within the Region.	
KEY RESULT AREAS	
<ul style="list-style-type: none"> • Providing leadership, management and day to day support to Groups and Brigades to ensure fire and emergency operations are co-ordinated, plans are prepared and incident response is efficient and effective. • Identification of regional emergency service delivery needs and resource requirements. • Providing leadership, support and direction to the Regional Planning Committee and assuming responsibility for its successful operation. • Developing, implementing and regularly evaluating the Regional Operational Management Plan to ensure it reflects corporate priorities and encompasses key operational performance indicators and targets. • Ensuring that arrangements exist for the effective and efficient co-ordination and deployment of Brigade and Group personnel and other resources within and outside of the Region and with other organisations. • Ensuring a customer service focus for emergency service delivery within the Region. • Developing and promoting the CFA as a professional community service organisation. • In situations of fire and/or emergency and at the direction of the Chief Officer, assuming direct command of CFA personnel and control of support resources participating in the Incident Control System (ICS). • Regularly advising and reporting to the Area Manager on the key emergency service delivery and preparedness performance and management aspects of the Region. • Developing effective working relationships and co-operative arrangements with other emergency services, Government agencies, Local Government, Industry and other community-based organisations. • Playing a lead role in the Regional Displan Committee. • Supporting and developing the provision of integrated emergency services to the Victorian community. 	

Selection Criteria:

- A demonstrated record of achievement in the leadership, management and co-ordination of physical and human resources in a customer focused service environment.
- Proven leadership and management ability in a dynamic and changing environment.
- Demonstrated commitment to and an affinity with the career/volunteer culture of the CFA.
- Demonstrated achievement in work place reform, productivity improvement and management of organisational change is essential.
- Highly developed interpersonal and written communication skills including the ability to liaise effectively with volunteer and career personnel and encourage a spirit of commitment and teamwork within the Region.
- Comprehensive knowledge and understanding of fire science and fire behaviour.
- A record of achievement in emergency management, planning, strategies and practice.
- A good understanding of the corporate planning, financial structure and decision making process within the CFA and its application of regional management.
- A thorough understanding of responsibilities and accountabilities arising from CFA Legislation and Displan.

Working environment and other requirements of the position:

- Incumbent will be required to undertake extensive travel within Victoria.
- Incumbent will be required to work and attend activities and meetings outside of normal business hours, including evenings and weekends.
- Experience in working co-operatively with Emergency Services, Government Agencies, Local Government, Industry and community-based organisations.
- Incumbent may be relocated within Victoria as required.

<p>SCHEDULE 12 – COMPETENCY FRAMEWORK FOR OPERATIONS MANAGERS / OPERATIONS OFFICERS</p>
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Rank and Level	Competencies (Operational)	Competencies (Management Human Resources Administration)	Comment
Operations Level 1	<p>Officer: All Station Officer competencies</p> <p>4.16 Leadership and Team Management</p> <p>4.02 Pre Incident Planning</p> <p>4.03 Ops Management</p> <p>4.04 Incident Control Systems</p> <p>5.04 Incident Management Skills</p>	<p>All Station Officer competencies</p> <p>4.20 Fire Law</p>	<p>Entry Level competencies where an individual does not meet the minimum criteria for Region Duty Officer responsibilities. This level will apply to Lateral Entry personnel.</p>
Operations Level 2	<p>Officer: 5.02 Incident Planning</p> <p>5.05 Operational Analysis</p> <p>4.25 Prescribed Burning 2 (theory component only)</p>	<p>5.11 Human Resources Management 2</p>	<p>Minimum competency required for Region Duty Officer responsibilities.</p>
Operations Level 3	<p>Officer: 5.03 Management</p> <p>Logistics</p>	<p>5.10 Managing Finance Budgets</p> <p>5.12 Planning and Managing Change</p> <p>5.06 Project Management</p>	<p>Operations Officer developmental competencies.</p>

Rank and Level	Competencies (Operational)	Competencies (Management Human Resources Administration)	Comment
Operations Level 4	Officer: 6.02 Major Operations Management	6.03 Policy and Legislation 5.13 Occupational Health and Safety Management	Individuals who are considered competent to advance to minimum Operations Manager Level
Operations Level 1	Manager: All Station competencies Completion of all Operations competencies.	All Station Officer competencies Completion of all Operations Officer competencies.	Entry Level competencies for promotion to an Operations Manager
Operations Level 2	Manager: 6.01 Pre Incident Response Planning 2	5.01 Resources Upgrading and Development Management 6.10 Human Resources Management 3	Developmental competencies for Operations Managers. Mix of both operational and Management type competencies.
Operations Level 3	Manager:	6.07 Strategic Leadership 6.08 Managing Finance – Performance and cost efficiency 6.09 Managing Finance – Operating and Capital Expenditure	Developmental competencies for Operations Managers. Management type competencies only.
Operations Level 4	Manager:	6.06 Marketing Concepts Information Resource Management	Individuals who are considered competent to advance to positions above Operations Manager. Will also include competencies relevant to Areas Manager level etc, as identified by CFA Human Resources Department.

NB: The process foreshadowed in clause 121 will result in a competency based entry pathway to employment as an Operations Officer or Operations Manager for persons who are not currently employed by CFA as Station Officers with underpinning competencies. The process will define the necessary underpinning knowledge equivalent to FF through to and including SSO qualifications.

SCHEDULE 13 – CLASSIFICATIONS AND WAGES

Listed below are the additional positions, covered by this agreement, to which the terms and conditions of Operations Manager and Operations Officer contained in this agreement will apply. Any variations, additions or deletions will not be unilaterally implemented but will be dealt with under the provisions of Clause 10 – Variation of Agreement and Clause 13 – Consultation.

All Operations Managers plus:

- Operations Manager – Learning and Development
- Operations Manager – Training Delivery (Fiskville)
- Operations Manager – HQ Operations
- Operations Manager – Wildfire Policy & Planning
- Operations Manager – CFA CAD Operations
- Operations Manager – Protective Equipment
- Operations Manager – BEST Project
- Operations Manager – Performance Improvement Officer
- Operations Manager – Structural Fire Planning
- Operations Manager – Major Events, Security
- Operations Manager – Human Resource Planning
- Operations Manager (Regional Commander) – 8 positions

The above positions may be replaced or retitled as agreed.

All Operations Officers plus:

- Operations Officer in Charge – Integrated Brigade
- Operations Officer – Specialist Response
- Operations Officer – Training Fiskville
- Operations Officer – Training Distant Education & AIIMS Coordinator
- Operations Officer – State Aircraft Unit
- Operations Officer – FIRS
- Operations Officer – State Driving Coordinator
- Operations Officer – Reliever

Secondment Positions either OO or OM (when occupied), currently being:

- Operations Officer/Manager – Office of Emergency Service Commissioner
- Operations Officer/Manager – OH&S
- Operations Officer/Manager – Worksafe (Major Hazards Officer)
- Operations Officer/Manager – Fire Service Liaison Officer at CTCU
- Other agencies as agreed by the parties

Work locations for the above positions to be determined by EBIC.

Details of actual wage rates are contained in the table on the next page.

Table A. Pre-EMR Training

Classification	Relativity	Current Annual Wage	1-Aug-10	1-Aug-11	1-Aug-12	1-Aug-13
			+3%	+3% +1.9%	+3%	+1.5%
Operations Officer 1	166%	105,561.61	108,728.46	114,118.13	117,541.67	119,304.80
Operations Officer 2	169%	107,734.91	110,966.96	116,467.59	119,961.62	121,761.04
Operations Officer 3	173%	109,908.21	113,205.46	118,817.05	122,381.57	124,217.29
Operations Officer 4	176%	112,079.45	115,441.83	121,164.28	124,799.21	126,671.20
Operations Manager 1	186%	118,597.29	122,155.21	128,210.44	132,056.76	134,037.61
Operations Manager 2	190%	120,769.56	124,392.65	130,558.79	134,475.56	136,492.69
Operations Manager 3	193%	122,939.77	126,627.96	132,904.91	136,892.06	138,945.44
Operations Manager 4	196%	125,113.07	128,866.46	135,254.37	139,312.00	141,401.68

Included in the salary specified above from July 2010 onward and counted for all purposes is an Advanced Training Allowance of 2% (CBR).

Included in the salary specified above and counted for all purposes is an availability allowance of 5.5% for being part of any form of duty roster to deal with matters for CFA after working hours.

Table B. Post-EMR Training

Table B applies in the situations specified in clause 88.4 and clause 88.9.

Classification	Relativity	Current Annual Wage	1-Aug-10	1-Aug-11	1-Aug-12	1-Aug-13
			+3%	+3% +1.9%	+3%	+1.5%
Operations Officer 1	166%	108,070.38	111,312.49	116,830.25	120,335.16	122,140.18
Operations Officer 2	169%	110,243.68	113,550.99	119,179.71	122,755.10	124,596.42
Operations Officer 3	173%	112,416.98	115,789.49	121,529.17	125,175.04	127,052.67
Operations Officer 4	176%	114,588.22	118,025.86	123,876.41	127,592.70	129,506.58
Operations Manager 1	186%	121,106.06	124,739.24	130,922.56	134,850.24	136,872.99
Operations Manager 2	190%	123,278.33	126,976.68	133,270.91	137,269.04	139,328.07
Operations Manager 3	193%	125,448.54	129,211.99	135,617.03	139,685.54	141,780.83
Operations Manager 4	196%	127,621.84	131,450.49	137,966.49	142,105.49	144,237.07

SCHEDULE 14 – COMMUNICATIONS TECHNICAL SERVICES OFFICERS (CTSO) SALARY STRUCTURE

LEVEL	PAY POINT	Current Annual Wage	1-Aug-10	1-Aug-11	1-Aug-12	1-Aug-13
			+3%	+3% +1.9%	+3%	+1.5%
CTSO 3	PP6	78,204.81	80,550.95	84,543.86	87,080.18	88,386.38
	PP5	76,671.14	78,971.27	82,885.88	85,372.45	86,653.04
	PP4	75,168.37	77,423.42	81,261.30	83,699.14	84,954.62
	PP3	73,694.44	75,905.27	79,667.89	82,057.93	83,288.80
	PP2	72,249.35	74,416.83	78,105.67	80,448.84	81,655.58
	PP1	70,832.07	72,957.03	76,573.51	78,870.72	80,053.78
CTSO 2	PP4	69,443.63	71,526.94	75,072.53	77,324.71	78,484.58
	PP3	68,081.97	70,124.43	73,600.50	75,808.51	76,945.64
	PP2	66,747.09	68,749.50	72,157.41	74,322.14	75,436.97
CTSO 1	PP5	65,437.96	67,401.10	70,742.17	72,864.44	73,957.40
	PP4	64,155.61	66,080.28	69,355.88	71,436.56	72,508.10

	PP3	62,896.95	64,783.86	67,995.20	70,035.05	71,085.58
	PP2	61,664.04	63,513.96	66,662.35	68,662.22	69,692.15
	PP1	60,454.82	62,268.46	65,355.11	67,315.76	68,325.50

Progression

Progression of an employee from one pay point to another within a level will be in accordance with the Pay Point Progression Eligibility, as defined in the PP&R process.

The PP&R Process is currently as provided in the document included in the exchange of letters that finalised the above structure. Any change will follow consultation between the parties.

Position Descriptions

The position descriptions for CTSO 1, 2 & 3, that provide for each level were agreed and included with the exchange of letters that finalised the above structure. Any change will follow consultation between the parties.

This is the document referred to at clause 125 of Part D of this agreement.

SCHEDULE 15 – WILD FIRE DUTIES

The parties acknowledge the matters outlined below will be used as guidelines only until they are replaced by the introduction of an endorsement process by the Chief Officer. This process will be progressed in accordance with Clause 13.

Level	CFA Requirement (Technical Skills)	Interim	Endorsement Not Previously Performed Role
Crew	Minimum Skills	Minimum Skills and LFF as Crew Leader	
Crew Leader	Wildfire Behaviour & Suppression 2 & Endorsement	LFF (Qualified) plus experience operating at LFF level, plus Wildfire Behaviour and Suppression 2, plus Endorsement (Based on previous experience at wildfires), plus Strike Team to have career staff at strike team management level. Opportunity offered and role accepted.	Work with FO's or experienced LFF's who have previous experience as STL, Wildfire Behaviour plus Suppression 2 or above, may include nominated wildfire instructors plus OIC and OM endorsement.
Strike Team Leader	Crew Leader plus Endorsement	FO (Qualified or above) plus experience operating at FO level plus Wildfire Behaviour & Suppression 2, plus Endorsement (based on previous experience, plus Sector to have career staff as part of the team. Opportunity offered and role accepted.	Work with FO's who have previous experience as STL, Wildfire Behaviour plus Suppression 2 or above, may include nominated wildfire instructors plus OIC and OM endorsement.
Sector Commander	Wildfire Suppression 3 plus Endorsement	FO (experienced at incident management level, maybe at structural level) plus experience operating at FO level for a number of years, plus Wildfire Behaviour and Suppression 2, plus Endorsement (based on previous experience), plus previous experience as Strike Team Leader or Sector Leader. Sector to be properly resourced - at least 3 people. Opportunity offered and role accepted.	Work with FO's who have previous experience as STL, Wildfire Behaviour plus Suppression 2 or above, may include nominated wildfire instructors plus OIC and OM endorsement.

Level	CFA Requirement (Technical Skills)	Interim	Endorsement Not Previously Performed Role
Division Commander	Sector Commander plus demonstrated capacity to carry out the role.		