

**Metropolitan Fire and Emergency
Services Board
&
United Firefighters Union
Operational
Staff Agreement 2010**

PART A - CONDITIONS APPLYING TO ALL EMPLOYEES

A1 - APPLICATION, OPERATION AND STRUCTURE

1. TITLE

This Agreement will be known as the Metropolitan Fire and Emergency Services Board, United Firefighters Union of Australia, Operational Staff Agreement 2010

2. ARRANGEMENT

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3. OBJECTIVES

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. providing 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 work force by helping to prevent and eliminate discrimination

3.1.6. making every endeavour to ensure that this Agreement or it's operation is not directly or indirectly discriminatory in their effects.

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. DATE AND PERIOD OF OPERATION

4.1. This Agreement shall come into force from the date it is approved by Fair Work Australia and remain in force until the 30th of September 2013. The parties agree that 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 backpay 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

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 AND PARTIES BOUND

This Agreement covers, applies to and is binding on:

- 6.1. The Metropolitan Fire and Emergency Services Board (MFESB) and any successor, assignee or transmittee of all or part of the MFESB's business, or activities, (whether or not that successor, assignee or transmittee is engaged in the business of fire prevention or suppression).
- 6.2. The United Firefighters Union of Australia (Victorian Branch) (UFU)
- 6.3. All employees of the MFESB engaged in or performing work that is or may be performed by an employee engaged in:
 - 6.3.1. a classification or occupation referred to in this Agreement;
 - 6.3.2. a classification or occupation referred to in the Victorian Firefighting Industry Employees Interim Award 2000 (**the VFIEI Award**) and any successor to that award.

7. STRUCTURE AND APPLICATION OF AGREEMENT

- 7.1. The Agreement consists of **Parts** A, B and C.
- 7.2. **Part** A of this Agreement applies to all employees referred to in 6.3.
- 7.3. **Part** B of this Agreement – Conditions applying to Firefighters, Officers, Commanders, – applies to employees referred to in clause 68.
- 7.4. **Part** C of this Agreement – Conditions applying to Fire Services Communications Controllers – applies to employees referred to in clause 100.

7.5. **Part B** of this agreement also applies to any employee to whom Part A applies but to whom Part C does not apply.

8. RELATIONSHIP TO PARENT AWARD AND CERTIFIED AGREEMENTS

8.1. This Agreement is to be read and interpreted wholly in conjunction with the **VFIEI Award** as varied from time to time, provided that:

8.1.1. where there is any inconsistency between this Agreement and the **VFIEI Award** this Agreement will take precedence; and

8.1.2. where the Agreement and the **VFIEI Award** deal with the same matter this Agreement will take precedence.

8.2. This agreement supersedes all the provisions in the:

8.2.1. UFU/MFESB Operational Staff Agreement 2005; and the

8.2.2. MFESB UFU Inspectors Agreement 2002.

8.3. This agreement supersedes all the provisions in the MFESB UFU Inspectors Interim Award 2002 as varied from time to time.

8.4. **VFIEI Award** includes any successor to that award or any comparable firefighting award made as a result of the award modernisation process.

9. OBLIGATIONS

9.1. Obligations on the MFESB

9.1.1. If a term or condition of this Agreement confers an entitlement or benefit on an employee, MFESB will comply with that term or condition and provide that entitlement or benefit.

9.1.2. If a term or condition of this Agreement imposes an obligation on the MFESB with respect to an employee, the MFESB will comply with that obligation.

9.2. 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. DEFINITIONS

- 10.1. **Union** means the United Firefighters Union of Australia.
- 10.2. **MFB Act and/ or Regulations** means the *Metropolitan Fire Brigades Act 1958* (Vic) and Regulations as amended from time to time, or any successor to that Act.
- 10.3. **FWA** means Fair Work Australia.
- 10.4. **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
- 10.5. **Duty Station/Work Location** means the station/workplace at which an employee is carrying out his/ her normal duties.
- 10.6. **Employee** means a person employed under one of the classifications of this agreement (unless the context otherwise requires)
- 10.7. **Employer** means the Metropolitan Fire and Emergency Services Board (unless the context otherwise requires).

11. VARIATION OF AGREEMENT

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

- 11.2. The parties agree to review the current UFU MFB sub-committees in place and their terms of reference. Any changes to such sub-committees/committees will be by agreement.

12. FLEXIBILITY CLAUSE

- 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:

12.1.1. the arrangement deals with when leave is to be taken in accordance with clause 51;

12.1.2. the arrangement meets the genuine needs of the employer and employee in relation to the matter mentioned in paragraph 12.1.1; and

12.1.3. 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:

12.2.1. are about permitted matters under section 172 of the Fair Work Act 2009; and

12.2.2. are not unlawful terms under section 194 of the Fair Work Act 2009; and

12.2.3. 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:

12.3.1. is in writing; and

12.3.2. includes the name of the employer and employee; and

12.3.3. is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

12.3.4. includes details of:

- 12.3.4.1. the terms of the enterprise agreement that will be varied by the arrangement; and
 - 12.3.4.2. how the arrangement will vary the effect of the terms; and
 - 12.3.4.3. 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
 - 12.3.4.4. 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:
- 12.5.1. by giving no more than 28 days written notice to the other party to the arrangement; or
 - 12.5.2. 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.

A2 - CONSULTATION, CHANGE AND EXTRA CLAIMS

13. CONSULTATIVE PROCESS

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. MFB / UFU Consultative Committee

The parties agree to establish a MFB/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. MFB UFU Consultation Committee

13.3.1. The parties are committed to effective consultation and communication throughout the MFB. As a demonstration of that commitment, the parties have undertaken to establish an MFB UFU Consultation Committee 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 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 MFB UFU Consultation Committee.

13.3.6. The aims of the MFB UFU Consultation Committee will be to:

13.3.6.1. consult where provisions in this agreement require consultation

13.3.6.2. monitor the implementation of this agreement

13.3.6.3. consider and make recommendations regarding issues arising under this agreement

13.3.6.4. 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 MFB 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 MFB UFU Consultation Committee at a later date.

14. OPERATION OF CONSULTATIVE COMMITTEES

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

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

15. INTRODUCTION OF CHANGE

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

16. CONTINUOUS IMPROVEMENT

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

17. TECHNOLOGICAL CHANGE

The parties recognise the speed and diversity of changes to technology and that the best results for the MFESB and its employees are achieved when technological change occurs through a cooperative and consultative process subject to this Agreement.

18. CONDITIONS FOR EMPLOYEES PARTICIPATING IN CONSULTATION ETC

- 18.1. 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.
- 18.2. Employees will be paid for all such time spent participating as if they were performing work during that time.
- 18.3. Where the UFU nominees are serving MFESB employees the following will apply:
- 18.3.1. When the employee is on duty arrangements will be made to facilitate his or her attendance at meetings.
- 18.3.2. When a meeting occurs while the employee is off duty, the employee will be paid for the time involved at double time rates, or at the employee's election taken as accrued leave.
- 18.3.3. UFU will normally limit participation by MFESB employees to no more than three on the basis that MFESB 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.
- 18.3.4. When a UFU representative who is a MFESB employee travels to a meeting on days when the person is not on duty, the employee will be paid reasonable travel time between their place of residence and the meeting location.

19. DISPUTE RESOLUTION

- 19.1. This dispute resolution process applies to all matters arising under this agreement, which the parties have agreed includes:
- 19.1.1. all matters for which express provision is made in this agreement; and

19.1.2. all matters pertaining to the employment relationship, whether or not express provision for any such matter is made in this agreement; and

19.1.3. all matters pertaining to the relationship between the MFESB and UFU, whether or not express provision for any such matter is made in this agreement.

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

19.2. 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:

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

19.2.2. Step 2 If not settled at Step 1, the matter shall be submitted to the appropriate senior officer.

19.2.3. 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.

19.2.4. 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.

19.2.5. 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.

19.2.6. 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.

- 19.3. 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
- 19.4. While the above procedures are being followed, including the resolution of any dispute by FWA pursuant to clause 19.2.6, 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.
- 19.5. This clause shall not apply to a dispute on a Health and Safety issue.
- 19.6. A dispute may be submitted, notified or referred under this clause by the UFU.
- 19.7. A decision of FWA under this clause may be appealed. A dispute is not resolved until any such appeal is determined.

20. CONSULTATION OFFICER & DISPUTES REGARDING CONSULTATION AND CHANGE

- 20.1. 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.
- 20.2. Where there is a dispute regarding consultation, before referring the matter to FWA either party may notify the Consultation Officer. The Consultation Officer is an independent person agreed to by the parties who is responsible for ensuring consultation proceeds pursuant to this agreement in a fair, timely and effective manner. The Consultation Officer is to act independently of either of the parties.
- 20.3. When a dispute has been notified to the Consultation Officer, the Consultation Officer shall arrange a meeting of the MFB CEO and the Secretary of the UFUA Victorian Branch (or their delegate) (each with one other person accompanying them if necessary having regards to the nature of the dispute).

This meeting shall take place within 7 days of the Consultation Officer being notified of the dispute.

- 20.4. The Consultation Officer, the MFB 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.

21. FAIRER VICTORIA REGIONS

- 21.1. The parties recognise the need for the MFESB to make changes to align itself to the Fairer Victoria Regions as part of Victoria's revised emergency management arrangements. The MFESB will continue to facilitate the project through the existing committees involving UFU representation. The MFESB undertakes that this process will not adversely affect any of the terms and conditions that are applicable to employees that are covered by this agreement.
- 21.2. The MFESB will not unilaterally introduce any change that will impact on any of the terms and conditions of employees. The MFESB agrees that where they seek to make a change that may impact on any of the terms and conditions of employees, they will bargain collectively with the UFU in relation to these matters and will not implement any change without the agreement of the UFU.
- 21.3. The MFESB agrees that if they seek to introduce an additional classification level for employees, they will bargain collectively with the UFU in relation to the terms and conditions that will apply to any such classification level. Any proposed classification level identified by the MFESB must not impact on any work that is currently being performed by employees that are covered by this agreement, or could be undertaken by employees that are covered by this agreement.

22. BUSHFIRES ROYAL COMMISSION REPORT

- 22.1. The MFESB and UFU recognise the importance of the 2009 Victorian Bushfires Royal Commission report to the future of Victoria's fire service and

emergency management arrangements and are committed to reviewing the recommendations in a timely manner.

22.2. The MFESB and UFU agree to bargain collectively in relation to any matter that arises out of the Royal Commission's report which seeks to change:

22.2.1. The entitlements and way work is carried out by employees covered by this agreement; or

22.2.2. The employment relationship of employees covered by this agreement; or

22.2.3. The relationship between the MFESB and UFU regarding agreements and entitlements covering the relationship between the MFESB and UFU pertaining to representation of the employees covered by this agreement.

23. NO EXTRA CLAIMS

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

A3 - EMPLOYMENT RELATIONSHIP

24. WORK ORGANISATION

24.1. 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.

24.2. 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.

25. ALTERNATE DUTIES

- 25.1. Employees may at their discretion undertake alternate duties at times when they are not rostered for other duties.
- 25.2. These alternate duties will be in accordance with arrangements agreed between the employer, the employee concerned, and the Union and will not attract any payments or be subject to any of the conditions prescribed by this agreement.

26. COUNSELLING AND DISCIPLINE

- 26.1. 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 and discipline outcomes.
- 26.2. Within the first 6 months of this agreement, the parties will develop an Employee Code of Conduct that deals with counselling and discipline outcomes. Until that Code of Conduct is agreed, any counselling or discipline shall be in accordance with the Metropolitan Fire Brigades Act 1958 and the terms of this agreement.
- 26.3. 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.
- 26.4. The reference to counselling or discipline outcomes of employees in this clause includes the counselling and discipline outcomes for a specific employee.
- 26.5. 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.
- 26.6. Adverse Reports

26.6.1. 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 shall be removed and destroyed in accordance with records disposal requirements.

26.6.2. 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.

26.6.3. 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:

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

26.6.5. 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.

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

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

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

- 26.6.6.3. their status or activities as an accredited representative of the UFU or
- 26.6.6.4. their membership of, or participation in the activities of the UFU, or
- 26.6.6.5. their participation in or any proposal to participate in, or their refusal to participate in or any proposal to refuse to participate in, proceedings to which the UFU or a UFU member is a party, or
- 26.6.6.6. their giving evidence in or any proposal to give evidence in, or their refusal to give evidence in or any proposal to refuse to give evidence in, proceedings to which the UFU or a UFU member is a party, or
- 26.6.6.7. their participation in, or any proposal to participate in, any activity of the UFU where the UFU is seeking better industrial conditions.

27. TERMINATION OF EMPLOYMENT

- 27.1. An employee’s employment may not be terminated unless:
 - 27.1.1. the Employee Code of Conduct has been complied with in accordance with clause 26.3;
 - 27.1.2. the employee and the union have been notified that the employer intends to terminate an employee’s employment; and
 - 27.1.3. any dispute notified by the employee or the union has been resolved.

27.2. Notice of termination by employer

27.2.1. 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'

27.2.2. 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.

27.2.3. 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.

27.2.4. 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.

27.2.5. 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.

27.3. Notice of termination by an employee

27.3.1. 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.

27.3.2. 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.

27.4. Time off during notice period

27.4.1. 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.

28. EMPLOYEE ACTIVITIES

- 28.1. 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:
- 28.1.1. their status or activities as an accredited representative of the UFU, or
 - 28.1.2. their membership of, or participation in the activities of the UFU, or
 - 28.1.3. their participation in or any proposal to participate in, or their refusal to participate in or any proposal to refuse to participate in, proceedings to which the UFU or a UFU member is a party, or
 - 28.1.4. their giving evidence in or any proposal to give evidence in, or their refusal to give evidence in or any proposal to refuse to give evidence in, proceedings to which the UFU or a UFU member is a party, or
 - 28.1.5. 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.

29. EMPLOYEE REPRESENTATION

- 29.1. An employee appointed as an employee representative shall upon written notification by the Branch Secretary of the UFU to the employer, be recognised as an accredited representative of the UFU for the particular location.
- 29.2. 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.
- 29.3. Accredited representatives of the UFU shall not 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:

- 29.3.1. their status or activities as an accredited representative of the UFU, or
- 29.3.2. their membership of, or participation in the activities of the UFU, or
- 29.3.3. their participation in or any proposal to participate in, or their refusal to participate in or any proposal to refuse to participate in, proceedings to which the UFU or a UFU member is a party, or
- 29.3.4. their giving evidence in or any proposal to give evidence in, or their refusal to give evidence in or any proposal to refuse to give evidence in, proceedings to which the UFU or a UFU member is a party, or
- 29.3.5. 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.

29.4. Accredited representatives of the UFU as described in this clause shall:

- 29.4.1. subject to the prior approval of the Officer in Charge or a more senior officer, be allowed the necessary time during working hours to interview the employer or his / her representative or an officer of the UFU on UFU business or an employee whom he or she represents;
- 29.4.2. before leaving their usual workplace for the purpose of carrying out their function as an accredited representative inform the Officer in Charge or more senior officer of their intention indicating their destination(s) and estimated duration of absence;
- 29.4.3. when visiting a different section, Station or place of work, inform the Officer in Charge of that Station or place or work, of the general purpose of such visit and estimated duration of stay. The accredited representative shall also inform the Officer in charge of his/her departure;
- 29.4.4. be allowed access to all places where such access is necessary to enable them to carry out their functions in the particular area concerned;

- 29.4.5. be permitted to display written material authorised by the UFU Secretary on notice-boards provided by the employer for this purpose and shall also be permitted to distribute such written material to members, utilising if necessary, internal communication systems, like E Mail;
- 29.4.6. 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.
- 29.5. Access to the workplace for officers of the UFU
- 29.5.1. 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):
- 29.5.1.1. at any time during working hours enter the MFESB's prescribed premises, registered office or workplace where the MFESB's employees are engaged ('Workplace' for this clause here includes any place where employees are performing work or are attending pursuant to a direction of the MFESB or are attending in their capacity as employees of the MFESB);
- 29.5.1.2. 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
- 29.5.1.3. interview, on the premises referred to above , an employee who is a member, or is eligible to be a member, of the UFU.
- 29.5.2. 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.

- 29.5.3. 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.
- 29.6. In addition to any rights conferred by the above, the following also applies to Shop Stewards.
- 29.6.1. 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.
- 29.6.2. In order for the Shop Steward to perform the functions required by Step 1 and Step 2 in 19.2, 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:
- 29.6.2.1. The necessary time during working hours to interview the employer or his or her representative on matters affecting employees whom he or she represents.
- 29.6.2.2. 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.
- 29.6.2.3. Access to all work places where such access is necessary to enable them to carry out their functions in the particular area concerned.
- 29.6.2.4. To distribute such written material to members within their particular area, using if necessary, internal communication systems.
- 29.6.3. 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.

29.6.4. 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

29.6.5. At all times the employers approval is subject to operational requirements and determined on this basis.

30. MFESB POLICIES

The MFESB 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 MFESB elect to modify, delete or add to existing policy that affects employees then any change or addition will be 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.

31. TRANSMISSION OF BUSINESS

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

31.1.1. The continuity of the employment of the employee shall be deemed not to have been broken by reasons of such transmission; and

31.1.2. 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.

31.2. In this clause, qualified by the scope of this agreement, 'business' includes trade, process, business or occupation and includes part of any such business and includes any activities of the MFESB whether or not they form part of the identity of the MFESB's business and 'transmission' includes transfer,

conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

A4 - STAFFING LEVELS, ACTIVITIES AND ROSTERS

32. MAINTENANCE OF CLASSIFICATIONS

32.1. Work currently performed by employees in the classifications in this agreement, including that of training facilities, will continue to be performed by employees in these classifications who are directly employed by the MFESB. Such employees will be employed under:

32.1.1. the Classifications referred to in this agreement, and/or

32.1.2. Position Descriptions agreed by the parties.

32.2. Work now or in the future able to be performed by employee(s) in 32.1.1 to 32.1.2 above will be performed by employee(s) engaged in classification(s) in 32.1.1 to 32.1.2 above and directly employed by the MFESB.

32.3. Further it is agreed between the parties that this agreement is intended to cover all activities of the MFESB within the scope of clause 32.1 or within the scope of work that is performed by employees, or capable of being performed by employees within the occupations specified in this agreement.

32.4. Should there be any consideration for any of the activities of the MFESB or any activities usually or capable of being carried out by the MFESB to be delegated or assigned to, or to be provided by, another party, other than the MFESB, then the MFESB will consult with the UFU to reach agreement on the arrangements for and the manner in which the activity shall be carried out prior to implementation of any proposal or change.

33. SAFE STAFFING LEVELS

33.1. The parties have agreed that for reasons including employee health, safety and welfare the current staffing ratios and levels as set out in Schedule 2 should be maintained as a minimum for the life of this agreement.

33.2. The MFESB will not make any employee redundant, either by targeted or voluntary redundancy unless otherwise agreed between the parties.

34. FIREFIGHTER SAFETY, EDUCATION AND INJURY PREVENTION

34.1. The parties acknowledge that the issue of firefighter safety and enhanced service delivery to the community is a significant factor that underpins the performance of emergency service organisations.

34.2. Further the parties have identified a high level of work related injuries within the Operational activities of the MFB.

34.3. The parties also agree that there is a requirement to implement safe systems of work for employees as part of legislative obligations and duty of care.

35. SPECIAL OPS DEPLOYMENT

35.1. The parties recognise that the MFESB has the capacity of employees who have attained specialist skills in the areas of Urban Search and Rescue, High Angle Rescue, CBR Response, Marine Response and Specialist Rescue.

35.2. The above qualifications and expertise are specialist in nature and are able to be rapidly deployed to enhance capabilities of other organisations on a State wide and Global basis.

35.3. The parties have agreed that in the context of the above, and in the context of maximising resources and expertise a working party will review the feasibility of combining the above expertise into a single unit which will be referred to as Special Ops.

35.4. The parties also agree to investigate funding opportunities and deployment opportunities through the appropriate agencies both nationally and globally.

35.5. The working party shall meet within the first month of the lodgement of this agreement and shall provide a report to the MFB Organisational Leadership Team.

35.6. The working party shall consist of a representative from each Operational Classification and equal representation from the MFB and UFU.

35.7. The working parties deliberations shall be completed by no later than 3 months from the lodgement of this agreement.

35.8. The parties agree to discuss HART Operator and Marine Response allowances and their applicability in the context of the establishment of the special ops unit.

36. CREWING APPLIANCES AND STATIONS

36.1. Given the MFESB's decision to establish and maintain the stations referred to in the attached Schedule 2 Minimum Staffing Chart, the parties agree that to maintain the appropriate ratio of staff (both on and off station) to stations and appliances and to ensure safe systems of work, the MFESB will ensure that:

36.1.1. there is a minimum number of 269 employees available each shift as set out in the chart;

36.1.2. the number and rank of employees allocated to the number and rank of firefighting positions at any given station or appliance at any given time will at a minimum be in accordance with the Chart in Schedule 2;

36.1.3. The parties agree that within 6 months from certification of this agreement the parties will conduct a review of the crewing chart referred to in clause 36.1.2. The parties also agree that any such review will not result in any reduction of overall crewing numbers or changes to the rank/classification numbers as specified in the crewing chart referred to in clause 36.1.2. The parties agree that any alteration to the crewing chart referred to in clause 36.1.2 can only be by agreement between the parties.

36.1.4. The number and rank of employees allocated to any other given position, referred to as day work positions will be at a minimum of 112, consisting of:

36.1.4.1. Commanders – 38

36.1.4.2. SSOs – 16

36.1.4.3. SOs – 41

36.1.4.4. LFFs – 17

36.1.5. The above numbers are inclusive of and not additional to the establishment numbers referred to in clause 6 of schedule 2 Executive Directive Minimum Crewing.

36.1.6. The parties agree to review the above minimum figure to ensure the MFB statutory obligations are being met. Any such review will not result in a reduction of the current figures above.

36.2. The parties agree to review the staffing factor of 5.62 on an annual basis to determine whether there is sufficient operational firefighting resources.

36.3. To ensure an appropriate ratio and availability of Commanders, there shall be a minimum of Commander positions as set out in the staffing chart appointed at any given time, with minimum establishment numbers of Commanders being 58.

36.4. The MFESB will supply response time data and staffing/equipment variations to the UFU on a monthly basis to be considered by the parties.

36.5. The parties will continue the establishment of the Resources Allocation & Deployment Advisory Panel (which will be a sub-committee of the MFB UFU Consultative Committee) to discuss resource allocation & deployment issues.

36.6. The parties support an increase in the global numbers of firefighters based on an analysis of specific risks within the Metropolitan Fire District.

36.7. The MFESB will meet its duty of care by ensuring seven professional career firefighters to fireground incidents before commencement of safe firefighting operations.

36.8. In addition to the current practices skill acquisition training of firefighters will take place at recognised training venues on a planned muster and dismiss basis by firefighters on roster.

36.9. There will be no cross crewing of any appliance unless otherwise agreed by the parties.

37. ROSTERING

- 37.1. The parties agree that for reasons including the welfare and safety of employees covered by this agreement, the MFESB will not employ any employee on any basis other than a roster of hours provided for in this Agreement.
- 37.2. For the avoidance of doubt, the MFESB will not employ an employee on a part-time or casual basis, and no employee may hold a position on such a basis unless by agreement between the parties.

38. OCCUPATIONAL HEALTH AND SAFETY

- 38.1. The parties acknowledge the ever increasing uncontrolled environment that firefighters have to respond to in protecting the community. As such the parties agree that an efficient fire service is one which embraces the importance of a safe working environment both in the context of emergency response and their working environment. To facilitate such an environment the provisions of Schedule 1 will apply and be complied with.
- 38.2. The parties agree to insert the agreed Return to Work policy at schedule 9. When the policy is agreed the parties will apply to FWA to have such policy inserted and the agreement varied.
- 38.3. Health and Safety Representatives
- 38.3.1. To facilitate a safer working environment, the parties agree that in accordance with Government Policy any employee holding the position of health and safety representative or deputy health and safety representative shall be supplied with access to facilities such as telephones, computers, e-mail, notice boards and meeting rooms in a manner that does not adversely affect service delivery and work requirements. The MFB also agrees to provide the necessary equipment agreed through the relevant sub-committee for this function such as brief cases, information folders, diary's etc.

39. REST PERIOD AFTER OVERTIME

- 39.1. When overtime is necessary it must, wherever reasonably practicable, be so arranged that employees have at least 8 consecutive hours rest off duty between the work of successive shifts.
- 39.2. Any Firefighter or 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 the employee has not had at least 8 consecutive hours rest off duty between those times, must be released after the completion of the overtime, until the employee has had 8 consecutive hours rest off duty, without loss of normal pay for ordinary working time occurring during such absence.
- 39.3. No employee shall work so much overtime that he or she works more than 18 hours consecutively, except by agreement between MFESB, UFU and the employee concerned.
- 39.4. 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).
- 39.5. To assist in managing employees under this clause there will be a need to modify their duties/activities to ensure fatigue in the workplace is minimized. The duties/activities may be restricted to operational duties in these circumstances. If the duties are modified then the Officer In Charge maybe notified.
- 39.6. The overriding principle is that unnecessary and/or non urgent duties/activities be rescheduled.

A5 - WAGES, ALLOWANCES AND REMUNERATION

40. WAGE INCREASES

- 40.1. 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 August 2010	3% increase
1 August 2011	3% increase +1.9% work value increase
1 August 2012	3% increase
1 August 2013	1.5% increase

- 40.2. The rates to which employees are entitled at the relevant dates are contained in the appropriate Parts of this Agreement.

41. SALARY PACKAGING

- 41.1. 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.
- 41.2. Employees covered by this agreement shall be entitled to salary sacrifice up to 50% of their wages.
- 41.3. Employee payments on termination shall be based on their Superable Salary.

42. ALLOWANCES

- 42.1. The monetary amounts of all allowances provided for in this agreement are set out in Schedule 4.
- 42.2. All other work related allowances will increase by 13.5% as identified in Schedule 4 of this agreement as from the date of lodgement of the Agreement with Fair Work Australia.

42.3. Any additional, new or increase of allowance above that already provided in the agreement will be referred to FWA for determination. Both parties reserve their rights to put their respective positions.

42.4. Accommodation and Incidentals

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

42.4.1. If the cost of accommodation and meals is not met by the employer, daily allowances of:

	Capital cities	Other places within Australia	Part day absence
	\$	\$	\$
Breakfast	23.27	23.27	19.12
Lunch	32.97	32.97	21.91
Dinner	46.19	46.19	37.80
Bed	191.82	147.55	-
Incidentals	23.55	23.55	-
Total	317.80	273.55	

42.4.2. Note:

- Breakfast allowance is not payable if departure from home is after 7.00 a.m.
- Lunch allowance is not payable if departure from the location is after 12.00 p.m.
- Dinner allowance is not payable if arrival at home is before 7.00 p.m.
- Incidental allowance is only payable for overnight accommodation.

42.4.3. If the cost of accommodation is met by the employer a daily incidental allowance of \$23.55 will be paid.

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

42.4.5. The parties agree to review the incidental and accommodation entitlements during the life of the agreement. Any changes to existing entitlements will only be implemented by agreement between the parties.

42.5. Meal Allowance

42.5.1. When recalled for duty an employee shall be paid a meal allowance on the following basis:

42.5.1.1. 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;

42.5.1.2. on night duty one meal allowance, if work commences before 2000 hours and continues for more than two hours.

42.5.2. An employee retained on duty within the meaning of 80.3.1 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.

42.5.3. Where overtime as prescribed in 80.1.1 is worked for more than two hours before or after a rostered shift a meal allowance for each meal shall be paid.

42.5.4. Where an employee's normal meal break is delayed for a period exceeding 30 minutes, excepting for reasons specified in 42.5.5, without two hours prior notice, the employee shall be paid a meal allowance.

42.5.5. 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.

42.5.6. An employee entitled to a meal allowance other than those specified in 42.4 shall receive an allowance in accordance with Schedule 4 Allowances.

42.6. Spoilt Meal Allowance

42.6.1. An employee whose meal is interrupted because of response to an emergency call, before having consumed their meal, shall receive an allowance in accordance with Schedule 4 Allowances. Claimants are to submit the call details with any claim for a spoiled meal allowance. All claims must be verified by the claimants Officer in Charge. To avoid any confusion this shall only apply during the specified meal breaks.

42.7. Expenses

42.7.1. When an employee is detailed 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, receive two weeks notice of such duty. An employee, in the event of not receiving two weeks notice of such duty, and such duty has not been designated an emergency, shall, in addition to his or her wages be paid/ reimbursed;

42.7.1.1. All fares necessarily incurred by him or her in excess of those ordinarily incurred between his or her residence and the location to which the employee is currently rostered; and

42.7.1.2. A daily allowance paid equal to one hour's wages at overtime rates; and

42.7.1.3. If the duty location is further from the employee's residence than the location to which that employee is currently rostered, an allowance of fifteen minutes each way at ordinary rates for each six kilometres or part thereof measured by the radius, which separates his/ her currently rostered location and duty location.

42.7.2. When an employee is detailed for duty to a location other than a location within his or her zone, or an annexed location, under the rostering arrangements in place from time to time such employee shall, in addition to his or her wages, receive the payments prescribed in 42.7.1.

For the purposes of this subclause **Zone** means a geographic area as determined from time to time by the employer as a Zone.

42.7.3. When an employee, while on duty at his or her currently rostered location is required to perform duty at another location he or she shall:

42.7.3.1. If returned to his or her currently rostered location during his or her duty shift the employee shall be reimbursed the cost of reasonable transport, between his or her currently rostered location and the location at which he or she is required to perform duty, the provisions of this subclause shall not apply where the employer provides reasonable transport; or

42.7.3.2. If he or she remains on duty at such other location until the end of his or her duty shift, he or she shall, in addition to his or her wages be paid:

- the appropriate single fare to his or her currently rostered location; and
- an allowance equal to one half-hour's (30 minutes) wages at overtime rates; and
- if the duty location is further from his or her residence than the location to which he or she is currently rostered, an allowance of fifteen minutes at ordinary rates for each six kilometres or part thereof measured by the radius, which separates the location to which he or she is currently rostered and the duty location.

42.7.4. When an employee is required to work in excess of 1.5 kilometres from the location to which he or she is currently rostered, he or she shall be reimbursed the cost of reasonable transport between the location to which he or she is currently rostered and the place where the work is to be performed, including transport to and from all fire duty and watching duty, this provision shall not apply where the employer provides reasonable transport.

42.7.5. An employee who by agreement with his or her employer uses his or her own motor vehicle on the employer's business shall be paid the motor vehicle / mileage allowance in clause 42.8 per kilometre travelled.

42.7.6. An employee transferred to another location for less than one roster shall be entitled to the provisions in 42.7.1.

42.7.7. All Officers and Firefighters, when doing an out duty, will be reimbursed fares/ travelling costs from either their home or destination location.

42.7.8. An employee who is retained on the completion of his or her night shift in circumstances where such night shift prior to retention was interrupted by a fire call, incident or a requirement to undertake fire duty, shall be paid a travel allowance which covers reasonable travelling time to his or her residence following that retention period.

42.8. Motor Vehicle / Mileage Allowance

42.8.1. Employees entitled to a mileage or motor vehicle allowance in this agreement will receive a Motor Vehicle / Mileage allowance in accordance with Schedule 4 Allowances.

42.9. Tollway Allowance

42.9.1. An employee who in the course of travel to and from work on standby or recall is required to travel on a toll road will have the cost of such tolls reimbursed by the employer.

42.10. Offsite Allowance

42.10.1. The parties agree to develop a holistic approach to compensating employees who through work requirements are necessitated to be away from home. Until such review is completed and agreed, the status quo will remain where existing entitlements whether specified in this agreement or not shall continue to apply.

42.11. Relocation Allowance

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 Allowances for all such time worked.

42.12. Uniform and Equipment Allowance

42.12.1. 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.

42.12.2. 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. Employees are responsible for cleaning their own shirts, T-shirts and socks.

42.13. First Aid allowance

A holder of a current recognised first aid certificate shall receive an allowance in accordance with Schedule 4 Allowances.

42.14. Special Administrative Duties Allowance

42.14.1. Employees rostered for Special Administrative Duties, who are required to maintain operational competencies (unless otherwise agreed between the parties on a case by case basis), shall receive an allowance in accordance with Schedule 4 Allowances whilst so rostered. Special Administrative Duties shall include all rostered duty in the Training and Education, Fire Safety and Administrative areas of Operations.

42.15. Payment of Allowances

42.15.1. The MFESB will pay for any allowance, any Variation Voucher or any request for reimbursement of expenses in a timely manner.

43. SUPERANNUATION

- 43.1. All employees covered by this Part are deemed to be operational for the purposes of membership of ESSS.
- 43.2. 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 committee may comprise, in addition to the MFESB and UFU, relevant stakeholders including representatives from other emergency services and unions and Government. The terms of reference shall be broad however one of the terms of reference will be the entitlements of employees who have achieved maximum benefit status including but not limited to the employer making an additional contribution to superannuation after any defined benefit has been reached, at the rate of 9% to ESS Plan.
- 43.3. Employee contributions towards ESSS capable of being salary sacrificed will be taken from an employee's gross wage, not their net wage.

44. HEALTH OF EMPLOYEES

- 44.1. The parties agree to review the OHS agreement at schedule 1, and any changes will be by agreement only and will be submitted by the MFB and UFU to FWA for variation.

45. DISABILITY INSURANCE COVER

- 45.1. During the first six months of this agreement the parties agree to establish a committee to examine methods of further minimising risk encountered by Operational Staff in their duties and to consider compensation for Operational Staff and/or their families who suffer illness as a result of exposure to chemicals and contaminants and unavoidable risk etc during the course of exercising their profession.
- 45.2. The committee shall investigate options, adopt strategies to minimise the effects of exposure to chemicals and contaminants and unavoidable risk and may make appropriate recommendations to Government including any relevant legislative protection and where necessary compensation.

46. EMPLOYEE HEALTH

- 46.1.1. The parties agree to review and identify opportunities and provide a written report to maximise immediate and ongoing medical care/attention in the case of injury/illness. Such review will seek to identify a preferred provider for a 24/7 emergency medical department, i.e. a major medical centre/hospital.

47. REGISTRY OF ATTENDED CALLS AND EXPOSURE

- 47.1. The employer shall, upon the written request of any employee, promptly provide the employee with a list recording:
- 47.1.1. each call attended by the employee and fire call history available electronically, and
- 47.1.2. any available record of any hazardous material, chemical or other substance that they may have been exposed to at each such call.
- 47.2. The sole purpose of this clause and any information shall be for the welfare of employees. For the avoidance of doubt, it shall not be used for any discipline or counselling purpose.

48. PAYMENT OF OVERTIME

- 48.1. The parties agree that the MFESB will pay all overtime in a timely manner.

49. JOURNEY ACCIDENT COVER

- 49.1. The employer shall provide all employees covered by this agreement with Journey Accident Insurance to and from work to ensure that pre-injury average weekly earnings for time lost due to journey accidents are maintained for up to 52 weeks.

50. TRAINEESHIPS

- 50.1. The parties agree to implement traineeships for socio-economically disadvantaged youth.
- 50.2. During the life of this agreement. The terms and conditions of these traineeships will be developed by agreement between the parties.

A6 - TYPES OF LEAVE

51. PERSONAL LEAVE

- 51.1. Amount of paid personal leave
- 51.1.1. Paid personal leave is available to an employee when he or she is absent due to:
- 51.1.1.1. personal illness or injury (sick leave); or
 - 51.1.1.2. 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
 - 51.1.1.3. Bereavement on the death of an immediate family or household member (bereavement leave).
- 51.1.2. The amount of personal leave to which an employee is entitled depends on how long he or she has worked for the employer and accrues as follows:
- 51.1.2.1. An employee shall be credited with 180 hours of personal leave at the commencement of employment. This shall consist of 144 hours sick leave and 3 days bereavement leave.

51.1.2.2. Additional bereavement leave can be granted to an employee in the event that such employee has more than 1 bereavement occurrence within a year in accordance with clause 57.

51.1.2.3. On January 1, of the next year, the employee shall be credited with an amount of personal leave proportionate to the period of employment in the previous year, less any paid personal leave granted in that year.

51.1.2.4. On January 1, of each subsequent year, an additional 180 hours of personal leave shall be credited to the employee.

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

51.1.3.1. 144 hours less the number of hours of sick leave and carer's leave taken during the year; or

51.1.3.2. the balance of the year's unused personal leave.

52. IMMEDIATE FAMILY OR HOUSEHOLD

52.1. For the purpose of this agreement, including clause 67.3, the term "spouse" includes domestic partners of the same sex.

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

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

52.2.2. a member of the employee's household.

52.3. The term immediate family includes:

52.3.1.1. spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee; and

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

53. SICK LEAVE

53.1. Entitlement

The amount of sick leave to which an employee is entitled to take without loss of pay depends on how long the employee has been employed by the employer and accumulates as follows:

53.1.1. on commencement of employment 144 hours.

53.1.2. on January 1 of the following year an amount proportionate to the period of employment in the previous year, less any sick leave taken in that year.

53.1.3. on January 1 of each subsequent year 144 hours.

53.1.4. accumulated personal leave may be used as sick leave if the current sick leave entitlement is exhausted.

53.1.5. if an employee is receiving workers' compensation payment, he or she is not entitled to sick leave.

53.2. Notice

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

The notice must include:

53.2.1. The nature of the injury or illness (if known); and

53.2.2. How long the employee expects to be away from work.

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.

53.3. Evidence supporting claim

53.3.1. An employee shall not be entitled to more than three days sick leave without a medical certificate or a statutory declaration in any one year.

53.4. Sick leave for other purposes

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

54. CARER'S LEAVE

54.1. Paid leave entitlement

An employee is entitled to use their sick leave each year 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.

54.2. Notice required

54.2.1. Before taking carer's leave, an employee must give at least two hours' notice before his or her next rostered starting time, unless he or she has a good reason for not doing so.

54.2.2. The notice must include:

54.2.2.1. The name of the person requiring care and support and his or her relationship to the employee.

54.2.2.2. The reasons for taking such leave; and

54.2.2.3. The estimated length of absence.

54.2.3. 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.

54.3. Evidence supporting claim- An employee shall not be entitled to more than a total of five days carers leave without medical evidence in any one year.

54.4. 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.

54.5. Additional leave

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

55. 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.

The period of 52 weeks may be extended by agreement between the parties, depending on circumstances on a case by case basis.

56. SPECIAL SICK LEAVE – ARMED FORCES/COMPULSORY HOSPITALISATION

56.1. If any employee is certified to be suffering from pulmonary tuberculosis, Acquired Immune Deficiency Syndrome, or other infectious disease, leave of

absence may be granted on the following terms, viz., six months on full pay and three months on half pay. Any leave so granted in excess of the amount standing to his or her credit shall not be regarded as a debit against the employee. On his or her resumption of duty, such employee shall be entitled to a total initial credit of not less than sixteen days on full pay and sixteen days on half pay.

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

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

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

57. BEREAVEMENT LEAVE

57.1. An employee is entitled to three days Bereavement Leave on any occasion on which a member of the employees' immediate family or household in Australia dies or when the death occurs outside Australia and the employee travels outside Australia to attend the funeral.

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

57.3. Bereavement Leave is available to be taken up to and including the day after the funeral.

57.4. Where the employer is unable to establish the death by other means, the employer may require the employee to provide satisfactory evidence of the death of the family member of the employees' immediate family or household. Evidence may also be required to verify attendance at a funeral outside Australia.

57.5. Additional paid or unpaid bereavement leave may be granted by agreement between the MFESB and the employee concerned.

58. RECREATION LEAVE

58.1. An employee shall be entitled to 65.06 days recreation, accrued leave per year.

58.2. For employees on-shift, such leave is to be taken in periods of 28 days within alternating periods of twenty weeks and 24 weeks.

58.3. Where an employee leaves his or her employment before the completion of a full qualifying period for annual leave in any year of service, he or she shall be entitled to pro rata payment in lieu of annual leave for such broken period of service.

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

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

58.4.2. 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:

58.4.2.1. 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

58.4.2.2. If the employee elects to take twice the period of leave at half pay, reduce the employee's Annual Leave entitlements entitlement by the amount it would have reduced by had they taken their ordinary entitlement for the ordinary leave period.

58.4.3. An employee shall be able at their election to swap annual leave with another willing employee subject to approval of the MFB.

59. LONG SERVICE LEAVE

59.1. An employee accrues long service leave after 10 years service in accordance with the MFB Act. An employee is entitled to take pro rata long service leave after 7 years service.

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

59.3. In the event of the application being declined the matter maybe referred for resolution in accordance with the dispute resolution process contained within clause 19.

59.4. 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.)

59.5. 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.

59.6. The parties agree that to facilitate work life balance, that via the attendance management committee, the current practice of allowing employees to access up to 4 days of their long service leave entitlement will continue.

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

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

60. WORKING & SICK LEAVE WHILE ON OTHER LEAVE

- 60.1. No Employee covered by this Agreement will be allowed to work for the MFESB during any period of recreation leave including Long Service Leave. Any employee who uses Bereavement Leave during a period of Recreation Leave or long service leave shall extend the Recreation Leave or long service leave or shall be recredited by the period of time he / she is on Bereavement Leave.
- 60.2. Any employee who uses Sick Leave during a period of Recreation Leave shall extend the Recreation Leave or shall be recredited by the period of time he / she is on Sick Leave.
- 60.3. An employee who uses sick leave of one tour/week or more shall extend the Long Service Leave or shall be recredited by the period of time he/she is on Sick Leave.

61. INDUSTRIAL TRAINING LEAVE

- 61.1. 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 that the training is likely to contribute to a better understanding of industrial relations by the employee.
- 61.2. The parties agree that to ensure that the Operational capabilities of the MFB are maintained, such training shall only be scheduled on either a Tuesday or Wednesday (or other days as agreed between the parties). In the event that the MFB goes into recall due to staff deficiencies, the parties will discuss alternatives to facilitate this training inclusive of but not limited to appliances being placed on combined drill.
- 61.3. Upon election as a Health and Safety representative, an employee shall be granted leave of absence on full pay for up to five days, as soon as

practicable after appointment (having regard to the availability of course places and the operations of the MFESB) to attend an introductory Health and Safety Representative's Course which has been approved by an appropriate Occupational Health and Safety Authority.

- 61.4. Leave under the provisions of clause 61.1 may be in addition to leave under provisions of clause 61.3.

62. STUDY LEAVE

- 62.1. Study leave with pay shall be approved for employees undertaking courses of study approved by the employer. Such approval shall not be unreasonably withheld.
- 62.2. Leave without pay in addition to the paid study leave may be granted to employees upon application to the employer.
- 62.3. 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.
- 62.4. Reimbursement of the costs of fees and books shall be met by the employer on successful completion of each module/subject.
- 62.5. At all times leave is subject to work requirements and determined on that basis.

63. DEFENCE FORCE LEAVE

- 63.1. 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.
- 63.2. Where additional days are required for the purpose of service or travelling, requests for additional time off work shall be granted.

64. JURY SERVICE

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

65. LEAVE WITHOUT PAY

- 65.1. 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.
- 65.2. All applications will be treated in an equitable and consistent manner and consent to leave without pay will not be unreasonably withheld.

66. PRESSING NECESSITY LEAVE

- 66.1. Leave of absence of up to four shifts (or 4 days for employees not on shift) on full pay shall be granted to any employee on account of the illness of his or her spouse, child, father, mother, brother, sister or grandparent or his or her spouse's father, mother, brother, sister, grandparents or in any other case where in the opinion of the MFESB special circumstances exist.
- 66.2. Where in circumstances or in respect of a period not provided for in Clause 66.1 the MFESB is satisfied that, on account of pressing necessity, leave should be granted to an employee the employer shall grant such leave on full pay.

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

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

67. PARENTAL LEAVE

67.1. The provisions set out below at the time of making the agreement shall be the minimum entitlement for paid Parental Leave. Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave in connection with the birth or adoption of a child.

67.2. Where parents are of the same sex, one parent is entitled to the conditions provided via the maternity leave clauses of this agreement whilst the other parent is entitled to the conditions provided via the paternity leave clauses of this agreement.

67.3. Definitions

67.3.1. 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 sixteen 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.

67.3.2. Subject to the sub-sub-clause below, in this clause, spouse includes a de facto or former spouse

67.3.3. In relation to clause 67.12 spouse includes a de facto spouse but does not include a former spouse.

67.4. Basic entitlement

67.4.1. 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.

67.4.2. For females fourteen weeks of the entitlement to parental leave, associated with the birth of the child, is paid leave, while for males one week or four shifts paternity leave is paid leave, for the primary care giver six weeks or five tours of duty of the leave entitlement applicable to an adoption is paid leave.

67.4.3. 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:

67.4.4. For the birth of a child three weeks prior to the expected date of birth and six weeks after the actual date of birth.

67.4.5. In the case of an adoption three weeks prior to the expected date of obtaining custody and six weeks after the actual date of obtaining custody.

67.4.6. Such days/shifts need not be taken consecutively.

67.5. 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 to be notified at least four weeks prior to the commencement of the changed arrangements.

67.6. 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.

67.7. Transfer to a safe job

67.7.1. 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.

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

67.8. Returning to work after a period of parental leave

67.8.1. 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.

67.8.2. 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 67.7, the employee will be entitled to return to the position they held immediately before such transfer.

67.8.3. 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.

67.9. Replacement employees

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

67.9.2. A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

67.10. Maternity leave

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

67.10.1.1. a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

67.10.1.2. written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken;

67.10.1.3. 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;

67.10.1.4. 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.

67.10.2. Subject to 67.4 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.

67.10.3. 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.

67.10.4. Special maternity leave

67.10.4.1. Where the pregnancy of the employee terminates after 20 weeks and the employee has not commenced maternity leave, the employee shall be entitled to take paid special maternity leave of the equivalent amount that would have been entitled if such termination had not occurred.

67.10.4.2. 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.

67.10.4.3. Where leave is granted under 67.4, 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.

67.11. Paternity leave

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

67.11.1.1. 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

67.11.1.2. written notification of the dates on which he proposes to start and finish the period of leave; and

67.11.1.3. a statutory declaration stating:

67.11.1.3.1. that with the exception of the paid period of paternity leave, he will take that period of paternity leave to become the primary care giver of a child;

67.11.1.3.2. particulars of any period of maternity leave sought or taken by his spouse; and

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

67.11.2. The employee will not be in breach of 67.11.2 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.

67.12. Adoption leave

67.12.1. An employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and 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.

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

67.12.2.1. the employee is seeking adoption leave to become the primary care giver of the child; and

67.12.2.2. particulars of any period of adoption leave sought or taken by the employee's spouse; and

67.12.2.3. that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

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

67.12.4. 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.

67.12.5. 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.

67.12.6. 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.

67.13. The provisions of the above clauses relating to paid maternity leave are additional to Federal Government paid maternity leave.

PART B - CONDITIONS APPLYING TO FIREFIGHTERS, STATION OFFICERS, SENIOR STATION OFFICERS AND COMMANDERS

68. APPLICATION OF PART B

68.1. This part applies to all employees of the MFESB engaged in or performing work that is or may be performed by an employee engaged in:

68.1.1. a classification or occupation referred to in this **Part** of the Agreement;

68.1.2. a classification or occupation referred to in the **VFIEI Award**.

B1 - CLASSIFICATIONS, CAREER PATHS AND OPPORTUNITIES

69. CLASSIFICATIONS

69.1. Definitions

69.1.1. **Recruit Firefighter** means a probationary employee, who is undertaking the recruit training course.

69.1.2. **Firefighter Level 1** means an employee who has successfully completed the MFESB recruit training course.

69.1.3. **Firefighter Level 2** means an employee who has completed twelve months service with the MFESB and has successfully completed all MFESB Firefighter Level 1 modules.

69.1.4. **Firefighter Level 3** means an employee who has completed 24 months service with the MFESB and has successfully completed all MFESB Firefighter Level 2 modules.

69.1.5. **Qualified Firefighter** means an employee who has completed a minimum of 36 months service with the MFESB, has successfully completed all

MFESB Firefighter Level 3 modules and possesses the Certificate of Proficiency.

- 69.1.6. **Qualified Firefighter (with leading firefighter qualifications)** means a Qualified Firefighter who is eligible for promotion or progression to Leading Firefighter.
- 69.1.7. **Senior Firefighter** means an employee who is currently appointed to this classification.
- 69.1.8. **Leading Firefighter** means an employee who has had a minimum of 48 months career firefighting service with the MFESB, has completed all MFESB Firefighter Levels 1, 2 and 3 modules, all MFESB Qualified Firefighter modules and has been a Qualified Firefighter (or a Qualified Firefighter with leading Firefighter Qualifications) with the MFESB.
- 69.1.9. **Station Officer** means an appointed Officer who has completed a minimum of six years service with the MFESB, with at least two years at Leading Firefighter (or Qualified Firefighter with Leading Firefighter qualifications) with the MFESB, and has completed any assessment necessary for progression to Station Officer.
- 69.1.10. **Senior Station Officer** means an appointed Officer who has been a MFESB Station Officer and completed all relevant requirements for that position, completed a minimum of two years service with the MFESB at the Station Officer Level, and has completed any assessment necessary for progression to Senior Station Officer.
- 69.1.11. **Commander** means an appointed officer from the rank of SSO with a minimum of one (1) year operational experience in the rank of SSO and a minimum of one (1) year experience as an Officer in a day duty department.
- 69.1.12. An existing employee who at the time of certification of this agreement, is participating in a selection process for promotion or who has previously completed 1 year in a day duty department shall not, through the introduction of the above definitions, suffer any detriment. No employee promoted prior to the introduction of the above definitions will suffer any detriment.

- 69.1.13. The parties agree to review the experience requirements of classifications in the above clauses within 12 months of certification of the agreement.
- 69.1.14. The parties agree to review the Commander Position Description at Schedule 5 within 12 months of certification of this agreement, any changes to the position description must be by agreement.
- 69.2. An employee to whom this Part applies shall be employed in one of the following ranks:
- 69.2.1. Recruit
 - 69.2.2. Firefighter Level 1
 - 69.2.3. Firefighter Level 2
 - 69.2.4. Firefighter Level 3
 - 69.2.5. Qualified Firefighter
 - 69.2.6. Senior Firefighter
 - 69.2.7. Leading Firefighter
 - 69.2.8. Station Officer
 - 69.2.9. Senior Station Officer
 - 69.2.10. Fire Services Communications Controller
 - 69.2.11. Commander

70. CAREER PATHS AND OPPORTUNITIES

70.1. Secondment

The parties will implement an agreed process regarding secondment of employees within 6 months of certification of this agreement.

70.2. Recruitment procedures

During the first 12 months of this agreement, the parties will review the MFESB's recruitment procedures.

70.3. Removal of the Leading Firefighter Cap

Qualified Firefighters who attain Leading Firefighter Qualifications shall be classified and paid as a Leading Firefighter. Qualified Firefighters with Leading Firefighter qualifications at the time of certification of this agreement will immediately upon certification of this agreement progress to Leading Firefighter. The classification of Qualified Firefighter with Leading Firefighter Qualifications will thereafter be abolished by operation of this agreement. All other Qualified Firefighters will immediately progress to the rank of Leading Firefighter on the achievement of the appropriate qualifications.

70.3.1. Any employee eligible to complete the Leading Firefighter modules shall, upon completion of such modules, be given the opportunity to complete the "Command and Control" module.

70.3.2. Progression will be in order of the date Leading Firefighter qualifications were completed commencing with the earliest qualified employees.

70.4. Officers promotional courses

All employees other than Commanders who complete a promotional course shall be promoted to the relevant rank immediately upon graduation.

70.5. 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.

70.6. The parties acknowledge the UFUs right to pursue a work value / anomaly type exercise within the 2005 MFB UFU Operational Staff Agreement. However in light of the parties agreeing on the new relativities referred to in clause 70.5 the UFU agrees to defer any work value claim until the nominal expiry date of this agreement.

70.7. Appropriateness of ranks

Subject to the provisions of this clause regarding relativities, SFF's, QFF's and LFF's, the parties agree that the rank and promotional structures referred to in this Agreement are appropriate and will be maintained for the life of this Agreement. No new classification or rank will be created other than by agreement of the parties.

70.8. Employee Development Opportunities

70.8.1. The purpose of this clause is to provide a more harmonious workforce through development opportunities and creating efficiencies for the MFB by:

- Filling an agreed amount of temporary acting up positions which shall be regulated and monitored by the Rostering Committee;
- Providing efficiencies to the MFB by effective rostering planning;
- Improving opportunities for career development for employees who have expressed an interest to undertake promotion to the next classification above their substantive classification (e.g. a Station Officer who has expressed an interest to undertake a promotional course to Senior Station Officer);
- Providing a mechanism for improved development of staff;
- Providing transparency in staff promotional opportunities;
- Facilitating improved training course planning;

70.8.2. The parties agree that for the purposes of this clause, "acting up" will be defined as when an employee acts into the next most senior classification to their current classification, under the terms and conditions of this clause.

70.8.3. An employee acting up will continue to hold their substantive classification with the following exemptions:

70.8.3.1. An employee acting up under this clause will receive all remuneration, entitlements and conditions which are applicable to the higher rank in this or other enterprise agreement(s), except where specified otherwise in this clause.

70.8.4. The parties agree that:

70.8.4.1. On a monthly basis, the employer will monitor the number of employees at each classification and publish the numbers for each classification contained within this Agreement on the MFB intranet site.

70.8.4.2. On a monthly basis, the employer will also publish on the MFB intranet site the movement and increase or decrease of the numbers of each classification.

70.8.5. Minimum numbers for promotional courses

70.8.5.1. The parties agree that:

70.8.5.1.1. All Senior Station Officer promotional courses will be at a minimum of 12 candidates for each course.

70.8.5.1.2. All Station Officer promotional courses will be at a minimum of 20 candidates for each course.

70.8.5.1.3. All Commander promotional courses will be at a minimum of 10 candidates for each course.

70.8.6. Trigger Figures for the conducting of promotional courses

70.8.6.1. The parties agree:

To establish the following "trigger figures" as part of this Agreement which requires the MFB to conduct a promotional course for each classification if the number of employees at any such classification falls equal to such trigger figures.

The trigger figures for Station Officers, Senior Station Officers, Commanders will be as follows:

70.8.6.1.1. Station Officer classification 10.

70.8.6.1.2. Senior Station Officer classification 6.

70.8.6.1.3. Commander classification 5 and will be appointed as vacancies occur.

70.8.7. To facilitate the above, where the MFB is required to initiate a promotional course, the MFB will ensure all employees are notified electronically

by MFB memorandum. Such memorandums calling for applications will be issued within one week of the trigger figures being met.

70.8.8. To comply with the MFB's employment principles, the MFB agrees to advertise all MFB memorandums for such promotional courses over a period equal to but no less than two rostered periods. This will ensure that personnel on annual leave will have the opportunity to apply for such promotional courses.

70.8.9. The MFB also agrees to identify and notify those employees who have taken long service leave or any other leave that exceeds two rostered periods by facilitating the information to be disseminated to such employees via electronic means. Reciprocal obligation is that such employees must notify and provide the MFB contact details when on such leave, i.e. either an alternative email address or SMS contact details.

70.8.10. The MFB will conduct pre-entry for the courses to facilitate the above promotional courses in a timely manner.

70.8.11. The MFB will commence all courses as soon as practical but no later than six months after the trigger figure has been reached. If a promotional course has not commenced in the 6 month period, or a promotional course takes longer than six months to complete, acting up will cease for that rank unless the parties to this agreement approve otherwise.

70.8.12. Acting Up Opportunity Principles - The opportunity to act up will be shared on an equitable basis amongst eligible employees across departments and zones. The rostering committee will monitor this process to ensure an equitable distribution of acting up opportunities is offered to employees amongst departments and zones.

70.8.13. The MFB will not allow an individual to act up more than one roster (for a shift position) and two months (for a day work) at a time, except where an individual is equitably appointed for consecutive acting up positions due to being the only applicant who has applied to undertake such acting up opportunity or where agreed by the parties.

- 70.8.14. Acting up personnel will wear the insignias of the rank in which they are acting up to (except helmet identification), so that it is clear which classification they are acting up into.
- 70.8.15. Unless otherwise agreed between the parties, employees undertaking acting up duties under this clause will not be recalled into the classification which they are acting up into.
- 70.8.16. Employees undertaking acting up duties can be retained in the classification into which they are acting up.
- 70.8.17. The parties agree that this clause is to be used for limited and temporary employee development opportunities, and shall not be used for any reduction to the substantive minimum crewing as specified in clause 36 and schedule 2. To avoid any doubt, if there is any disputation over this clause and the minimum crewing chart, then the parties agree that the minimum crewing chart shall prevail.
- 70.8.18. The parties will review the Employee Development Opportunities clause within 12 months of certification of this agreement.

71. COMMANDERS

- 71.1. In addition to the firefighting ranks provided for in the VFIEI Award, there shall be a rank of Commander.
- 71.2. The job description for Commander is set out in Schedule 5 and may only be altered by agreement of the parties to this agreement. Each Commander is entitled to:
- 71.2.1. Commanders will be reimbursed for the cost of fire line rental and any costs associated with that telephone connection.
- 71.3. A Commander may be required to work time in addition to the normal 10/14 roster system. Such additional time worked will be credited to the employees accrued leave entitlement provided that if such accrued leave

entitlement has not been taken within the next four pay periods, the penalty rate for overtime will be paid.

- 71.4. The parties agree that in the context of the requirement of Commanders to be station based mobile managers and be available for emergency response duties, recall, and emergency recall, a review will be conducted within 6 months of lodgement of this agreement to develop a holistic approach to vehicle usage by Commanders to facilitate the above requirements.

72. STREAMING

- 72.1. The parties agree to develop an Instructor/Community Safety stream within the first 6 months of the Agreement. Any such stream shall not result in a reduction or change to the career paths and classifications within this agreement, and will be subject to agreement between the parties. To avoid any doubt, this means that the new stream shall potentially have a title of Instructor/Community Safety Officer or Senior Instructor/Senior Community Safety Officer, but be equivalent in the remuneration and conditions of classifications within this agreement.

- 72.2. Any employee who undertakes a role within the new stream as instructor or community safety officer shall be paid at a rate of no less than :

72.2.1. Station Officer; or

72.2.2. the equivalent to their substantive classification;

for the duration of their secondment/streaming position as an instructor or community safety officer.

73. MLOs

- 73.1. An employee who undertakes the role of a Multicultural Liaison Officer (MLO) must be a LFF or above and will form part of the Community Safety Stream as referred to in Clause 72 - Streaming.

- 73.2. There will be 1 MLO per Zone.

73.3. The parties will develop a position description for MLOs.

74. MAINTENANCE OF CLASSIFICATIONS

74.1. In addition to the protections provided in Part A, it is the intention of the parties to preserve the integrity of the rank and promotional structure for firefighters.

74.2. Work currently performed by employees in the classifications in this agreement, including that of training facilities, will continue to be performed by employees in these classifications who are directly employed by the MFESB. Such employees will be employed under:

74.2.1. the Classifications referred to in this agreement, and/or

74.2.2. Position Descriptions agreed by the parties.

74.3. Work now or in the future able to be performed by employee(s) in 74.2.1 to 74.2.2 above will be performed by employee(s) engaged in classification(s) in 74.2.1 to 74.2.2 above and directly employed by the MFESB.

74.4. Further it is agreed between the parties that this agreement is intended to cover all activities of the MFESB within the scope of clause 74.2 or within the scope of work that is performed by employees, or capable of being performed by employees within the occupations specified in this agreement.

74.5. Should there be any consideration for any of the activities of the MFESB or any activities usually or capable of being carried out by the MFESB to be delegated or assigned to, or to be provided by, another party, other than the MFESB, then the MFESB will consult with the UFU to reach agreement on the arrangements for and the manner in which the activity shall be carried out prior to implementation of any proposal or change.

B2 - ROSTERS, STAFFING AND WORK ACTIVITIES

75. HOURS OF WORK

75.1. The ordinary working hours for employees shall be 38 per week, over a cycle of eight weeks for which the roster of hours 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.

75.2. 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.

76. ROSTER OF HOURS

76.1. MFESB shall employ each employee on one of the following bases:

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

76.1.2. Special Administrative Duties Roster (referred to below); or

76.1.3. Any other configuration as agreed between the UFU and MFESB.

77. 10/14 ROSTER SYSTEM

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

77.1. Shifts

D-8.00 a.m. to 6.00 p.m.

N-6.00 p.m. to 8.00 a.m.

77.2. 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 Hours	DDN 3 4	N DD 3 4	NN D 3 8	DNN 3 8
B Platoon Hours	DDNN 4 8	DDNN 4 8	DDN 3 4	N DD 3 4
C Platoon Hours	DDNN 4 8	DDNN 4 8	DDNN 4 8	DDNN 4 8
D Platoon Hours	NN D 3 8	DNN 3 8	DDNN 4 8	DDNN 4 8
A Platoon Hours	DDNN 4 8	DDNN 4 8	DDNN 4 8	DDNN 4 8
B Platoon Hours	NN D 3 8	DNN 3 8	DDNN 4 8	DDNN 4 8
C Platoon Hours	DDN 3 4	N DD 3 4	NN D 3 8	DNN 3 8
D Platoon Hours	DDNN 4 8	DDNN 4 8	DDN 3 4	N DD 3 4

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

77.3.1. fourteen on any one day;

77.3.2. 48 in any one week

77.3.3. 96 in fourteen consecutive days;

77.3.4. 192 in 28 consecutive days;

77.3.5. 336 in 56 consecutive days.

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

78. 10/14 Shifts

The following general conditions shall apply:

78.1. The roster may be varied for employees on special duties and to provide that during the first year of service an employee may be rostered on a different configuration as agreed between the MFB and UFU.

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

78.3. In the event of an alarm requiring any station to stand by, or turn out, for an incident being received at the station during roll call, the oncoming shift call crew the appliances, and if required, proceed to the incident and the offgoing shift shall remain on duty if required until the other shift returns, or until otherwise directed, when it shall be dismissed.

78.4. 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 an incident, the oncoming shift, if so directed shall, after roll call, proceed to the incident. The officer or senior member of the shift shall report the arrival of the shift to the Officer-in-Charge of the incident without delay. The off going shift shall remain on duty at the fire until relieved. The Officer-in-Charge at the fire may, if it is expedient, hold both shifts for duty at the incident. If the off going shift is not required at the incident, or detailed for duty elsewhere, it shall return to its station and remain available until the other shift returns, or until otherwise directed, when it shall be dismissed.

78.5. 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 relieved. Nothing herein contained is to be deemed to sanction an unauthorised

absence, or to relieve the absent member from a liability to be charged with being absent, without leave and dealt with accordingly.

78.6. Subject to the provision of this clause, employees shall be dismissed punctually from their rostered shift.

78.7. Notwithstanding anything contained in this clause, in the case of an alarm of fire as defined by the *Metropolitan Fire Brigades Act 1958* all employees off duty shall be liable to be called upon to report for duty and if called upon shall report for duty immediately.

79. MEAL BREAKS

79.1. Employees shall be allowed a one hour paid meal break during each shift and shall remain on duty. Subject to operational requirements, meal breaks will be taken at regular times and will be commenced within five hours of commencing duty.

79.2. An employee working overtime shall be allowed a paid rest period of twenty minutes after each four hours worked, if the employee continues to work after the rest break.

80. OVERTIME, RECALL AND RETENTION

80.1. Overtime

80.1.1. Except as provided for in 80.2 and 80.3, all times worked by an employee in excess of the day's rostered shift, or for more than four shifts in any one week, shall be paid for at the rate of double time, calculated to the nearest quarter of an hour.

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

80.2. Recall

80.2.1. An employee off duty, who is recalled to duty, 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.

80.2.2. An employee recalled to duty shall be paid travelling time, at ordinary rates, except on Sundays and public holidays when time and one half apply. In addition a payment of \$1.10 per kilometre or part thereof, shall be made in respect of the distance travelled from home to work and return.

80.3. Retention

80.3.1. 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.

80.3.2. An employee retained on duty after a night shift, shall be entitled to eight consecutive hours off duty, without loss of pay for ordinary working time.

81. ROSTERING PENALTIES

Rostering penalties will apply to all work locations, not just fire stations.

82. ROSTERING ARRANGEMENTS AND PROCEDURES

82.1.1. The parties agree to examine the current rostered leave arrangements and in particular leave alignment with the intention of investigating a system whereby personnel returning to work from leave shall return to day shift rather

than night shift. Any recommendation arising from the parties' investigations shall not result in any employee being disadvantaged.

82.1.2. The review of rostering will also focus on:

82.1.2.1. ensuring equity in the recall system

82.1.2.2. making the recall system Zone based

82.1.2.3. allocating an even number of employees to each Zone

82.1.3. The parties also agree that as part of reviewing rostering, there will be an operational position of a centralized dedicated rostering officer (who holds the minimum classification of Commander) who will review rostering requirements in accordance with the minimum staffing chart with a view to eliminating the current duplication that occurs via decentralized setting of rostering of personnel.

82.1.4. Additional to the above, the parties acknowledge that the establishment figure for the various day work positions will be a minimum of 112 operational personnel. This figure needs to be clearly specified and maintained for day working positions.

82.1.5. The parties also agree that the 112 operational personnel shall not form part of or be counted for the purpose of maintaining the minimum crewing chart.

82.2. Allocation to Zones

Each zone has been allocated a number of employees to fulfill the minimum crewing chart and to cover personnel on rostered Annual Leave and other leaves. Employees will be allocated to a home zone, platoon, but not a particular station. Day workers will be allocated a home zone, platoon and station to which employees were rostered prior to the commencement of day work, with the exception of those employees newly promoted to officer rank.

82.3. Rostering

82.3.1. The roster will be published every 28 days detailing the workplaces of all operational employees. If necessary penalties will be paid as determined by the award.

82.3.2. Employees will not be rostered in such a way that adversely impacts on their residential or travel arrangements.

82.3.3. A Rostering Committee that has equal employer and UFU representation, will monitor and review all Rostering issues.

82.3.4. Any employees that transfer across zones to cover a day worker will fill that position on a temporary basis.

82.3.5. Any person who is transferred within the 14 day penalty period due to the personal welfare issues of any other employee will not be entitled to penalties.

82.4. Vacant Positions

82.4.1. Where levels drop below the allocated trigger points a vacant position occurs. Vacant positions will be filled on the basis of rank, qualifications and experience required.

82.4.2. Vacant positions will be filled from a home zone vacancy list, any employee up to the rank of SSO can apply to be placed on the home zone vacancy list by email to the Staff Deployment Officer.

82.4.3. Any classification above SSO may have their personal circumstances taken into account on a case by case basis and refer such matter to the Transfer Grievance Committee in the event that a matter is not resolved.

82.4.4. At the time of lodgement of this agreement to Fair Work Australia the parties agree to review the current sector vacancy list to give effect to the current clause.

Note: Any employee who declines an offer to fill a vacant position from the home zone vacancy list will return to the bottom of the list if position is declined a second

time if on the same platoon. Will remain in the same position if position is declined if on a different platoon. Newly promoted Station Officer & Senior Station Officer will automatically be deleted from any home zone vacancy list applied for previously. These employees must reapply for a transfer to an outer zone via the home zone vacancy list.

82.4.5. Any vacant position which cannot be filled from the home zone vacancy list will be satisfied by the following process:

1. Requests from employees to transfer across platoons within the employees current allocated zone.
2. Will be advertised by email, authorised by the Staff Deployment Officer
3. If no applicants, the selection will be made by Staff Deployment Officer who will use the criteria of rank, qualifications and place of residence.

82.5. Transfers of employees within zones

Transfers of employees within zones are to be undertaken to minimise the movement of employees, both in terms of the number of times moved, and the number of stations an employee is moved to. Transfers will be undertaken in accordance with the Rostering arrangements prescribed below.

* Employees to be transferred will be personally notified on shift with 14 clear days notice other than where an employee is proceeding on Annual Leave when 2 two clear days notice will be provided. Personal notification includes email and the personal email address has been installed and employees are trained in its use.

* Employees will not be transferred more than seven times, during the current three year Rostering cycle without incurring penalties. Each three year roster cycle stands alone.

* An employee will not be notified of a rostered transfer whilst on recreational leave.

82.5.1. What constitutes a move (Transfer)

* When an employee is transferred from his/her current station to another station counts as a move.

* Temporary secondments to any day work positions, counts as a move.

* Returning from any temporary secondment from any day work positions, counts as a move.

82.5.2. What does not constitute a move (Transfer)

* If an employee is transferred to a station or day work position that they have applied for and been granted, this transfer does not count as a move.

* If an employee is transferred to another station because of a mutual change, this is not counted as a move.

* If an employee returns from annual leave to the last station he/she was rostered to prior to annual leave, this does not count as a move.

* An employee who is placed on Operational Support and is transferred to another work place, this does not count as a move.

* Where penalties are paid due to late notification (non-emergency) or part roster change, the move back to the normal rostered station is not counted as a move.

Note:

The rostering committee will determine what is a move or not a move as per disciplinary action.

82.6. Transfers to another Zone

If any employee is transferred into another zone without being rostered at an annexed station, penalties will apply.

Annexed Stations:

Central Zone is annexed to all stations in the outer zones, as long as the transfer is closer to an employee's place of residence.

Western Zone is annexed to stations 1, 2, 3, 38 and 39.

Northern Zone is annexed to stations 1, 2, 3, 10 and 18.

Southern Zone is annexed to stations 1, 10, 18, 35 and 38.

82.7. Rotation of Employees

Any employee allocated a home zone position in Central Zone may after 3 years apply to transfer to an outer zone for eleven working rosters. The employee being rotated from the outer zone will have the same rank and generally the same qualifications with the following provisos: -

1 SSO per platoon per outer zone, per year

2 SO's per platoon per outer zone, per year

3 LFF's per platoon per outer zone, per year

5 FF per platoon per outer zone, per year'

Note, the Rostering Committee may review these numbers when appropriate.

Employees for rotation, in the first instance, shall be drawn from lists of employees from each zone who elect to be rotated.

Should there be no personnel on such list(s) then normal rotation procedure shall apply, ie. least amount of time spent in Central Zone first chosen assuming equivalent qualifications/rank etc.

Note

Any person rotated into Central during the previous Enterprise Agreement will be exempt. Any Shop Steward, delegate, accredited representative or OHS representative shall also be exempt if they so elect.

Employees on rotation will be notated on the current rosters.

A working party shall be established to negotiate new rotation principles within the first 12 months of this agreement.

82.8. New Employees

Before commencing shift work recruits will be allocated a platoon, with Central Zone designated as their home zone. F1 Firefighters and F2 Firefighters will be rostered to stations not necessarily in Central Zone for continuation training. Generally continuation training will consist of 12 months in Central Zone, and 12 months in one of the outer zones. F3 Firefighters will be allocated permanently to Central Zone, and at which time employees can apply to be placed on the home zone vacancy waiting list.

82.9. Promotions

- * All newly promoted Station Officers and Senior Station Officers including day workers will be allocated to Central Zone.
- * Newly promoted Station Officer & Senior Station Officer will automatically be deleted from any home zone vacancy list applied for previously. These employees can apply for a transfer to an outer zone via the home zone vacancy list.
- * Moves shall return to zero upon promotion to Station Officer & Senior Station Officer.
- * The number of moves in the 3 year roster cycle will remain the same upon promotion to any rank up to and including Leading Firefighter.

82.10. Short term platoon changes

Transfers across platoons will be avoided where possible. These transfers will be for a maximum of one roster unless both parties agree to extend the transfer and will only be used to maintain the efficient operational capacity of the organisation.

In case where transfers across platoons are necessary the following process will be applied:

- * The Staff Deployment Officer will advertise the position to transfer across platoons by email.
- * If the transfer cannot be filled using the aforementioned method, the Staff Deployment Officer will select on the criteria of rank, qualifications and place of residence.
- * A register will be kept by rosters ensuring equity in transfers across platoons. The aim will be that for any 3 year roster agreement period an employee will not be required to transfer across platoons on more than on one occasion.
- * Every effort will be made to ensure employees transferring across platoons will remain at the same station.

82.11. Long Term/Permanent Platoon Changes

Periodically it will be necessary to balance the staffing allocation to maintain the efficient operational capacity of the Organisation in each platoon in each zone, mainly due to retirements, resignations promotions. The aim of this entire process either changing zones or within a zone is to minimise the disruption to any employees personal and work life.

82.11.1. Changing Zones

The following process will be utilised to obtain a balance when changing zone:

1. Selections from zone vacancy list
2. Positions will be advertised by the Staff Deployment Officer when vacancies cannot be filled from zone vacancy list.

3. Firefighter Level 1 placements
4. Promotions
5. If this process fails to resolve the situation a selection will be made by the Staff Deployment Officer using the following criteria: rank, qualifications and place of residence.

82.11.2. Within Zones

The following process will be utilised to obtain a balance within a zone:

1. Requests registered with the Staff Deployment Officer from other platoons
2. Positions will be advertised by the Staff Deployment Officer
3. Firefighter Level 1 placements
4. Promotions
5. If this process fails to resolve the situation a selection will be made by the Staff Deployment Officer using the following criteria: rank, qualifications and place of residence.

82.12. Transfer Grievance Committee

This committee shall hear and determine any transfer grievance brought before it by any employee who believes he/she has been unfairly treated because of a transfer.

The transfer grievance committee will consist of two employer and two employee representatives (UFU) with the Staff Deployment Officer in a bipartisan consultative capacity.

Any transfer grievance must be notified to the Commander, Emergency Response via email detailing all reasons for the transfer grievance within two days of acknowledgment of receipt.

The Commander, Emergency Response will forward this information to all members of the Transfer Grievance Committee with possible hearing dates.

The committee shall endeavour to meet seven days prior to the change of roster.

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

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

While the above procedures are being followed, work must continue 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.

83. REST AND RECLINE

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

83.2. In accordance with past practices of recent years, operational work will be:

83.2.1. Limited and preplanned training that can only be conducted during the hours of 11.00 pm and 7.00 am.

83.2.2. Limited and preplanned community safety matters that can only be conducted during the hours of 11.00 pm and 7.00 am, and require the accompaniment of the Victorian Police or other relevant authorities.

83.3. The MFESB will consult, in accordance with the consultative provisions of this agreement, prior to implementation, on pre-planned activities on a case by case basis.

83.4. It is the intention of the parties that during the hours of 11.00 pm and 7.00 am firefighters will not be unnecessarily disturbed.

84. SPECIAL ADMINISTRATIVE DUTIES

An employee rostered to Special Administrative Duties shall:

- 84.1. Work hours as agreed between the employee, the UFU and MFESB;
- 84.2. Receive the Special Administrative Duties allowance set out in clause 42.14; and
- 84.3. Shall otherwise be entitled to all the terms and conditions of this agreement.

85. EMERGENCY RESPONSE OUTSIDE METROPOLITAN FIRE DISTRICT

- 85.1. In light of recent events in Victoria, the parties agree to review the operation of this clause within the first 12 months of this agreement. The review shall be conducted at or under the auspices of MFB UFU Consultative Committee and shall develop new provisions to replace the provisions of this clause. Until there is an agreed replacement clause, the provisions below shall apply.
- 85.2. The following conditions shall apply to those employees who elect to form part of an MFESB taskforce to respond to emergencies outside the MFD and are unable to go home in between shifts. The provisions of this clause shall apply only in circumstances of responding to emergencies outside the MFD and shall not apply in circumstances where responding in "buffer zones" pursuant to the MFESB/CFA Mutual Aid Areas Agreement and shall not otherwise effect or alter the other provisions of this agreement relating to overtime, recall and retention.
- 85.3. Employees will be given 14 hours accrued leave for each day or part of a day worked outside their normal rostered shift.
- 85.4. Employees accrued leave will remain indefinitely however at each twelve months anniversary of accruing the leave an employee may elect to cash in their accrued leave entitlement at overtime rates of pay for the total amount of accrued leave or part thereof. Such option to be advised at the time of applying for the entitlement.

- 85.5. Employees on return shall have a minimum break of 48 hours before commencing normal duties.
- 85.6. Mileage allowance will be paid to any employee who uses his or her own vehicle to travel to and from a designated meeting point or debriefing session.
- 85.7. All living away from home/accommodation expenses incurred shall be paid in accordance with Award entitlements. Expenses exceeding normal award entitlements and deemed reasonable will be reimbursed upon provision of evidence.
- 85.8. No employee performing work pursuant to this clause shall work more than 14 hours a day.
- 85.9. That in relation to deployment of MFB Task Force and personnel to incidents/fires interstate and overseas the parties will meet to discuss the applicable terms and conditions prior to such deployment
- 85.10. The parties agree to review the conditions relating to deployment outside the MFD.

86. ATTENDANCE MANAGEMENT

- 86.1. The parties have previously agreed to form an Absenteeism Working Party to discuss specific procedures for programs that could reduce levels of absenteeism and in particular the current level of sick leave. The Working party will continue to be comprised of equal numbers of representatives of the MFESB and the UFU and will operate for the life of this Agreement.
- 86.2. Items to be considered by the Working Party will consist of the following:
- 86.2.1. Illness/Injury Identification
 - 86.2.2. Counselling Procedures

- 86.2.3. Welfare
- 86.2.4. Healthy Lifestyle Program
- 86.2.5. Accrued Leave
- 86.2.6. Educational Program
- 86.2.7. Formalisation of shift-swap strategy
- 86.2.8. Consolidation of services and assistance that is available to employees to ensure accessibility in a timely manner.

86.3. Via the Working Party, a strategy will be developed to identify those staff who are accessing an unusually high amount of sick leave which may include one or more of the above.

86.4. Further, the parties agree to develop an ongoing educational program to maximise employee attendance at work without any detriment to the health and/or safety of the employee.

86.5. The parties envisage that the classification of Commander in conjunction with Senior Station Officers and Station Officers will assist in programs to reduce absenteeism.

86.6. To the extent that these measures are successful, after 12 months additional resources to Zone leave banks will be allocated.

86.7. No employee will be required to implement or participate in any other action in relation to attendance management other than the agreed measures and plans developed by the working party.

87. EMERGENCY MEDICAL RESPONSE (EMR)

87.1. The parties recognise that Emergency Medical Response (EMR) is a core function of the Metropolitan Fire and Emergency Services Board and is limited to

Priority O cases as defined in sub clause 87.4 and to a maximum of 6000 calls annually.

87.2. The parties recognise that in accordance with the MFESB'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 MFESB 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.

87.3. Every employee covered by this agreement will be paid an amount of \$1.93 per hour worked 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 96.

87.4. Definition of Priority "O" cases.

Priority O cases are those event types, which constitute the highest probability of cardiopulmonary arrest. Only a limited subset of Priority "O" 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

87.5. 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 O case.

87.6. Should EMR duties expand beyond 6000 calls annually or from responding to Priority O calls as defined in 87.4 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.

87.7. Any review pursuant to 87.6 will be undertaken prior to the reaching of 6000 calls annually and prior to any proposed change to Priority O calls as defined.

87.8. The parties agree to review the MFB EMR capabilities and range of services it currently provides. The outcomes of any such review shall only be implemented by agreement between the parties.

88. UNIFORMS AND EQUIPMENT

88.1. The MFESB and UFU must agree on all aspects of the:

88.1.1. articles of clothing;

88.1.2. equipment, including personal protective equipment;

88.1.3. station wear; and

88.1.4. appliances;

to be used or worn by employees. 'All aspects' includes, without limitation, design and specifications. This applies to new and replacement items.

88.2. 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 must be worn and / or used by the employee.

88.3. 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.

88.4. A plan of distribution of replacement items will be finalised within the life of the agreement.

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

88.6. Further to the above, the MFESB will develop a rehabilitation solution for personnel to deal with the anticipated thermal stress of new PPC and changing work environment. Any such solution should be considered in the context of Clause 35, Special Ops.

89. EMAIL ACCESS

89.1. The MFESB will continue to ensure all employees have access to redirection facilities on the MFB's email system outside of working hours.

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

89.3. The MFESB will ensure that all emails sent and received are secure.

89.4. The MFESB will provide payslips to all staff covered by this Agreement via email.

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. A notice board will be provided in each workplace for posting of Union notices pertaining to the employment relationship.
- 90.4. Tea, coffee, milk and sugar will be provided at each location for use during meal and rest breaks. Facilities for preparing hot drinks shall be provided for all employees on duty outside the station. Refreshments will be provided for employees on fire and/or salvage duty for three hours or more for which a break of thirty minutes shall be allowed.
- 90.5. The employer will provide appropriate facilities to ensure privacy for all firefighters at all locations, the minimum of such facilities being as already agreed with the UFU.
- 90.6. No closed circuit cameras or similar surveillance device within the direct or indirect control of the MFB may be installed in or near a station without the agreement of the employees who will or may be filmed and the parties to this agreement.

Relocation

- 90.7. No employee will be relocated or directed to relocate into temporary premises prior to there being agreement reached between the parties as to:
- 90.7.1. any necessary temporary facilities and amenities;
- 90.7.2. An allowance of \$3.50 per attended shift
- 90.7.3. In circumstances that do not involve relocation to a fire station, the parties will review the quantum of any allowance that may be applicable by agreement.

90.8. No employee will be relocated or directed to relocate into any permanent premises (e.g. a new location, station or training college) prior to there being agreement reached between the parties as to the design of and facilities and amenities at the new location.

90.9. New stations

90.9.1. The parties agree to insert agreed station design guidelines at schedule 7. When the guidelines are agreed the parties will apply to FWA to have such guidelines inserted and the agreement varied.

90.9.2. The MFESB will adhere to and apply the guidelines (attached as Schedule 7) for the design and specifications of appliances and equipment to be used in any station built after the date of certification of this agreement.

90.9.3. Deployment of staff to a particular station shall not occur until infrastructure, furnishings, fittings and all deployment principles and matters have been agreed to in respect of that station.

90.10. Existing Stations

90.10.1. Within the first 12 months of this agreement, the employer and the UFU will jointly review the amenities available at current stations and assess them against the guidelines set out in Schedule 7.

90.10.2. MFESB will use its best endeavours to modify existing stations so that they conform with the guidelines. Any modifications will be by agreement and will be completed during the life of this agreement.

91. OPERATIONAL SUPPORT GROUP

91.1. To facilitate Return to Work for an injured employee the MFB in conjunction with the employee will develop a return to work plan for each member of the OSG.

- 91.2. An employee who is otherwise employed as a firefighter but at a given time is not fully fit for all operational duties of a firefighter will be deemed to be part of the Operational Support Group (**OSG**) until that employee is so fit.
- 91.3. No member of the OSG can be rostered for any of the positions referred to in the chart referred to in clause 36 and schedule 2 with the exception of the limited number of positions as previously agreed between the parties.
- 91.4. No employee who is part of the OSG will suffer any loss of pay as a result of not being fully fit to perform all operational duties of a firefighter. This clause does not apply in circumstances where the employee has exhausted their entitlement to sick leave and such injury is not work related.
- 91.5. Subject to this clause, the MFESB will endeavour to provide suitable employment for each member of the OSG. In the event that there is no such position the parties agree to meet and discuss how to resolve this matter.

92. TRAINING

- 92.1. The parties recognise that the National Public Safety ITAB and/or its successor has developed national competency standards for fire services.
- 92.2. The parties also recognise that there is currently an agreed training framework document, Schedule 6 of the 2005 MFB UFU Operational Staff Agreement, which had been negotiated between the MFESB and UFU. In all training matters, the parties had agreed to comply with the requirements of that framework.
- 92.3. The above Emergency Response Training Framework had aligned required modules and training requirements with the firefighting classifications employed by the MFESB in accordance with industry standards and agency specific requirements.
- 92.4. The parties recognised that the document (Emergency Response Training Framework), current training policies; being a) Assessment Policy and Procedures, b) Recognition of Prior Learning Policy and Procedures, and c) Training Code of Practice, were agreed documents and may have required modification to conform with the newly developed National Competency Standards, which had yet to be implemented.

- 92.5. As such, the MFESB had agreed to make available the necessary resources to facilitate this process which will involve a consultative approach between the MFESB and the UFU representatives.
- 92.6. It was the intention of the parties that any agreed changes as a result of the review would be incorporated into the Emergency Response Training Framework or into new policies or procedures.
- 92.7. The above process has now been completed and a new Emergency Response Training Framework referred to as the MFB Emergency Response Training Framework March 2010 is contained in schedule 3 of this agreement.
- 92.8. Any future changes to this document will be by agreement.
- 92.9. Training will only take place at agreed recognised training locations and not at fire stations, unless otherwise agreed.
- 92.10. The MFESB will conduct an extensive range of preventative and preparedness programs and meet it's duty of care by ensuring a minimum of seven professional firefighters to fireground incidents before commencement of safe firefighting operations.

In proceeding with this proposal it is accepted that:

1. In addition to the current practices skill acquisition training of firefighters will take place at recognised training venues on a planned muster and dismiss basis by firefighters on roster.

This training will only apply between Monday to Friday to skill acquisition of specialist appliance skills and Leading Firefighter courses, of 4 days duration, together with skill maintenance training for USAR, HART, WAM, Road Accident Rescue and Trench Rescue. No more than the crews from four by 4 crew appliances will participate at any one time. Where additional staff are available they will be used to crew the zone appliances prior to appliances being redeployed.

2. Community safety programs will be delivered on a planned basis by on shift firefighters in accordance with the plan developed by the Officer in Charge in consultation with the Community Safety Commander. The plan will be developed in accordance with the identified risk profile of the area.

93. COMMUNITY SAFETY

- 93.1. The parties acknowledge the role of the MFESB and its staff have successfully demonstrated the delivery of programs that have enhanced community awareness and safety.
- 93.2. The parties will review new initiatives with a view to continuing to maximising and enhancing community safety outcomes. This shall be done in accordance with the consultative processes within this agreement and not result or impact on the resources required for operational response.

94. SPECIALIST COURSES

- 94.1. Within the first 12 months of this agreement, the parties will review the process for undertaking and selecting personnel for specialist courses.

95. SKILLS MAINTENANCE FOR DAY WORKERS

- 95.1. Any employee rostered on other than a 10/14 roster will be required to work at least 1 on-shift roster per annum at a fire station performing operational duties for the purpose of skills maintenance unless otherwise agreed between the parties on a case by case basis.

B3 - WAGES, ALLOWANCES AND OTHER REMUNERATION

96. WAGES

96.1. The rates to which employees are entitled (**enterprise rates**) at the relevant dates are:

WAGES PER WEEK

	Relativity	Current Weekly Wage	01-Aug-10 3%	01-Aug-11 3% +1.9%	01-Aug-12 3%	01-Aug-13 1.5%
Recruit	88%	778.29	801.64	841.38	866.62	879.62
Firefighter Level 1	88%	1,085.13	1,117.68	1173.08	1208.28	1226.40
Firefighter Level 2	90%	1,105.21	1,138.37	1194.80	1230.64	1249.10
Firefighter Level 3	92%	1,127.76	1,161.59	1219.17	1255.75	1274.58
Qualified Firefighter	100%	1,215.29	1,251.75	1313.80	1353.21	1373.51
Qualified Firefighter with LFF Qualifications	105%	1,270.32	1,308.43	1373.29	1414.49	1435.70
Senior Firefighter	110%	1,325.12	1,364.87	1432.53	1475.50	1497.63
Leading Firefighter	115%	1,397.53	1,439.45	1510.80	1556.13	1579.47
Station Officer	130%	1,580.03	1,627.43	1708.10	1759.34	1785.73
Senior Station Officer	140%	1,701.43	1,752.47	1839.34	1894.52	1922.94
Fire Services Communication Controller	140%	1,701.43	1,752.47	1839.34	1894.52	1922.94
Commander on commencement	151.60%	1,842.32	1,897.59	1991.65	2051.40	2082.17
Commander after 12 months	160.40%	1,949.32	2,007.80	2107.33	2170.55	2203.10
Commander after 24 months	169.19%	2,056.09	2,117.77	2222.75	2289.43	2323.77

96.2. Overtime

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

97. ALLOWANCES

97.1. Commander Reliever Allowance

The parties agree to review conditions of designated Commander Relievers in the first 12 months of this agreement. Any outcomes from such review will be discussed between the parties and subject to dispute resolution if no agreement is reached.

97.2. Fire Investigation

Employees designated to undertake Fire Investigation and Analysis duties shall be paid a Fire Investigation allowance in accordance with Schedule 4 Allowances.

97.3. Heavy Rescue Allowance

Employees detailed on to a designated heavy rescue appliance or salvage van will be paid an allowance in accordance with Schedule 4 Allowances.

97.4. Hydrostatic Testing of Breathing Apparatus Allowance

Any employee involved in the Hydrostatic Testing of Breathing Apparatus and related equipment shall be paid an allowance in accordance with Schedule 4 Allowances per shift for the entire shift during which any such BA duties are performed.

97.5. USAR Operator Allowance

All employees trained as Urban Search and Rescue (USAR) operators shall be paid an allowance in accordance with Schedule 4 Allowances while on USAR duties. Such allowance will be reviewed under the special ops clause 35.

97.6. Hazardous Material Technician Allowance

Employees who undertake and successfully complete training as a Hazardous Material Technician shall be paid the following allowance of \$2.27/hour when deployed to HAZMAT incidents.

The quantum of the allowance will be reviewed in the context of establishment of the special ops unit.

The parties agree to discuss and develop a rostering system within 12 months of the lodgement of this agreement to ensure that the opportunity to obtain Hazardous Material Technician qualifications and perform this function is applied equitably to all MFB employees.

97.7. Marine Response Allowance

Employees who undertake and successfully complete training as a Marine Response Operator shall be paid the following allowance of \$2.27/hour when deployed to Marine Response incidents.

The quantum of the allowance will be reviewed in the context of establishment of the special ops unit.

97.8. High Angle Rescue Technicians

Employees who undertake and successfully complete training as a High Angle Rescue Technician shall be paid the following allowance of \$2.27/hour when deployed to High Angle Rescue incidents.

The quantum of the allowance will be reviewed in the context of establishment of the special ops unit.

97.9. Watchroom Duties Allowance

Two fire fighters per shift shall be detailed for watchroom duties at No. 1 station. In addition to any other allowances, such firefighters shall receive a watchroom duties allowance in accordance with Schedule 4 Allowances.

97.10. Qualification Allowances

97.10.1. A holder of IFE Graduate Certificate or a Certificate of Fire Technology shall receive an allowance in accordance with Schedule 4 Allowances.

97.10.2. A holder of IFE Graduate Certificate and Certificate of Fire Technology shall receive an allowance in accordance with Schedule 4 Allowances.

97.10.3. A holder of IFE Membership and Graduate Certificate shall receive an allowance in accordance with Schedule 4 Allowances.

97.11. EMR First Responder (To be read in conjunction with Clause 87)

First responder – emergency medical services (ems)

97.11.1. Employees who both elect to make themselves available to undertake First Responder – EMS Training and also to perform First Responder – EMS duties (on completion of such training) whenever required, will be paid an allowance in accordance with Schedule 4 Allowances for each and all hours worked.

97.11.2. Employees who provide the employer with their undertaking in writing after 1 January 1997, will be paid from the date of the written advice.

97.11.3. Employees who complete First Responder – EMS training and who are subsequently required by the employer to participate in a trial of First Responder – EMS will be paid for the duration of the trial, an allowance in accordance with Schedule 4 Allowances for each and all hours worked in addition to the allowance specified in 97.11.1.

97.11.4. If the employer determines to implement First Responder – EMS after the completion of the trial, all employees who have made the election referred to in 97.11.1 shall continue to receive the allowance specified in 97.11.1 and shall be entitled to be paid such further payment for the performance of First Responder – EMS duties as may be determined and the parties shall have liberty to apply, in relation to such performance and/or payment.

97.11.5. The allowances specified in 97.11.1 and 97.11.3:

97.11.5.1. are not all purpose payments and will not apply for the purpose of shift loadings, superannuation or sick, annual, or long, service leave.

97.11.5.2. will be paid in lieu of any existing first aid allowance.

97.11.5.3. are not payable to any employee who having made a personal commitment subsequently withdraws from it or fails to successfully complete First Responder – EMR Training.

97.11.6. In the event that the employer decides to abandon or discontinue First Responder – EMS, employees who have not yet made the election referred to in 97.11.1 will cease to have the right to do so from the date they receive written notice from the employer of any such decision.

97.11.7. Notwithstanding any decision that may be taken by the employer, to abandon or discontinue First Responder – EMS, the allowance specified in 97.11.1, shall be paid, unless a further award is made.

98. HIGHER DUTIES

98.1. A Leading Firefighter (other than a Leading Firefighter rostered to training on Special Administrative Duties) may be required to act in place of a Station Officer.

98.2. A Leading Firefighter who is required to act as a Station Officer shall be paid at the rate of a Station Officer.

98.3. An Officer may be required to act in place of an Officer of the next higher rank.

98.4. An Officer who is required to act as an Officer of the next higher rank shall be paid at the rate of an officer of the next higher rank.

98.5. Employees in charge of an appliance and who must have command and control qualifications will be paid at Leading Firefighter Rate.

98.6. Any payment for higher duties shall be paid for the entire period of higher duties performed.

99. LONG HOURS ASSISTANCE

99.1. Where an employee in consultation with their supervisor considers it is not safe for them to drive after they have finished working, the MFESB will:

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

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

- 99.1.3. Pay any other reasonable amount for accommodation or air fares or other matter as agreed between the parties.

PART C - CONDITIONS APPLYING TO FSCC'S

100. APPLICATION OF PART C

100.1. This part of the agreement applies to those employees who are engaged in the occupation of Fire Service Communication Controller.

100.2. The provisions of Part B also apply to employees covered by this Part C, with the exception of the following:

Clause	82.2	Rostering Arrangements and Procedures to 82.12
Clause	83	Rest and Recline
Clause	70	Career Paths and Opportunities
Clause	98	Higher Duties
Clause	90	Amenities

101. DEFINITIONS

101.1. **"Both Fire Services"** means the Country Fire Authority and Metropolitan Fire And Emergency Services Board as defined and "either Fire Service" means either the Metropolitan Fire And Emergency Services Board or the Country Fire Authority as defined herein.

101.2. **"Communications Controller"** means an employee engaged as a Fire Service Communications Controller.

101.3. **"CFA"** means the Country Fire Authority constituted under the Country Fire Authority Act 1958.

101.4. **"Employee"** means an employee engaged by either Fire Service as a Communications Controller, unless the context otherwise requires.

101.5. **"Standard Operating Procedures"** means the procedures established by either Fire Service from time to time.

102. CLASSIFICATIONS

"Communications Controller" means an employee engaged as such who is required to assist Communications Centre personnel to ensure that the Fire Services are provided with a high standard of communications to allow them to operate in the most efficient and effective manner, in accordance with the relevant CFA or MFESB Standard Operating Procedures.

103. WAGE RATES

103.1. Wage Rate Per Week

An FSCC shall be paid at the same rate as a Senior Station Officer. The rate of an SSO is set out in the main part of this agreement and reproduced below.

Classification	Current weekly wage	01-Aug-10 3%	01-Aug-11 3% +1.9%	01-Aug-12 3%	01-Aug-13 1.5%
FSCC	1,701.43	1,752.47	1839.34	1894.52	1922.94

104. FSCC COORDINATION ALLOWANCE

In recognition of the enhanced role of FSCC's, FSCC's will be paid a general purpose allowance in accordance with Schedule 4 Allowances.

105. ORDINARY HOURS OF WORK

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.

106. ROSTER OF HOURS

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

106.2. Shifts

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

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

106.3. 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 D	DNN
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 D	DNN
Hours	34	34	38	38
D Platoon	DDNN	DDNN	DDN	N DD
Hours	48	48	34	34

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

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

106.5. 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.

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

107. BREAKS

107.1. Meal Breaks

107.1.1. Employees shall be allowed a one hour paid meal break during each shift and shall remain on duty. Subject to operational requirements, meal breaks will be taken at regular times and will be commenced within five hours of commencing duty.

107.1.2. An employee working overtime shall be allowed a paid rest period of twenty minutes after each four hours worked if the employee continues to work after the rest break.

108. OVERTIME, RECALL AND RETENTION

108.1. Overtime

Except as provided for in subclauses 108.2 and 108.3, all time worked by an employee in excess of the day's rostered shift or for more than four shifts in any one week shall be paid for at the rate of double time, calculated to the nearest quarter of an hour.

108.2. Recall

108.2.1. An employee off duty, who is recalled to duty, 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.

108.2.2. An employee recalled to duty shall be paid travelling time, at ordinary rates, except on Sundays and Public Holidays when time and one half apply. In addition, a payment of \$1.10 per kilometre or part thereof, shall be made in respect of the distance travelled from home to work and return.

108.3. Retention

108.3.1. An employee who is retained on duty, at the conclusion of a rostered shift for sixty minutes or more 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.

108.3.2. An employee retained on duty after a night shift shall be entitled to eight consecutive hours off duty, without loss of pay for ordinary working time.

109. ROSTERING ARRANGEMENTS AND PROCEDURES

109.1. Transfers

Transfers of employees are to be undertaken to minimise the movement of employees. Transfers will be undertaken in accordance with the arrangements prescribed below.

* 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 as per clause 42.14.

* Employees to be transferred to another shift will be personally notified on shift. Employees will not be transferred while on recreation leave. Personal notification includes email where the personal email address has been installed and employees are trained in its use.

* Employees other than the designated reliever will not be transferred more than seven times in a three year period without incurring penalties. Each three-year period stands alone.

* Penalties will be as provided for in part three of the award.

109.2. What Constitutes a Move?

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

* If an employee is transferred to a position that they have applied for and been granted, this transfer does not count as a move.

* If an employee is transferred to another shift because of a mutual change, this is not counted as a move.

* If an employee returns to a different shift that he/she was rostered to prior to annual leave, this constitutes a move.

* Temporary career development secondments which an employee volunteers to undertake that results in a change of shift shall not constitute a move.

* Temporary secondments required by the employer resulting in a change of shift constitute a move.

* Where penalties are paid due to late notification the move back to the normal shift is not counted as a move.

109.3. Transfer Grievance Committee

109.3.1. 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.

- 109.3.2. 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.
- 109.3.3. The committee shall meet seven days prior to the change of shift to consider the grievance.
- 109.3.4. The decision of the committee shall not prejudice in any way the transferee's ability to appeal to other areas.
- 109.3.5. Any grievance over a mutual transfer not being allowed will be dealt with by the Transfer Grievance Committee.

110. REST AND RECLINE

- 110.1. Employees on night duty shall be permitted to recline and sleep on a recliner chair when there is no operational work to be done.
- 110.2. There will be 1 recliner chair provided for each on duty FSCC.

111. RECREATION LEAVE

- 111.1. An employee on shift shall be entitled to 65.06 days recreation accrued leave per year. Such leave shall be rostered 12 months in advance. Provided that the operational needs of the Fire Service are met, the needs of employees will be given primary consideration in the development of the roster. Each employee shall take his or her annual leave entitlement within a twelve month period unless otherwise agreed to by the employer. Subject to the agreement of the employer, employees may organise a mutual change of recreation leave provided that where a mutual change would otherwise result in the payment of additional penalties, overtime or other payments under this part of the Award, such payments will not be paid by the employer.
- 111.2. No employee shall work a double shift as a result of a mutual change of recreation leave.

111.3. Where a worker leaves his or her employment before the completion of a fully qualifying period for annual leave in any year of service, he or she shall be entitled to pro rata payment in lieu of annual leave for such broken period of service.

112. CAREER PATHS AND OPPORTUNITIES

112.1. The duties of a Fire Service Communication Controller is 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.

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

112.3. The reliever position to cover absence of rostered staff shall form part of minimum staffing strength of five.

113. WORK LOCATION AND DUTIES FOR FIRE SERVICE COMMUNICATION CONTROLLERS

113.1. In order to ensure effective communication and the safety of employees, the MFESB will ensure that the minimum number of FSCCs employed at any time will be 5 to maintain operational capability.

113.2. Further the MFESB gives a commitment that the FSCC's will be secure in their current location and their job description, as set out in schedule 8, 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 MFESB for the retention of bargaining rights should such circumstances arise.

113.3. If any interagency changes occur, MFESB will ensure that no FSCC will suffer a reduction in pay level or seniority.

113.4. The MFESB shall ensure that the FSCC will only perform work for the MFESB. The MFESB shall not direct an FSCCs to conduct duties / tasks for

other agencies, without prior agreement at the MFB UFU Consultation Committee as to:

- 113.4.1. The nature of the work to be performed; and
- 113.4.2. The amount of an additional allowance to be paid to FSCCs in recognition of performing such work.
- 113.5. Nothing in this agreement shall be taken so as to allow any reduction in ranking /salary or entitlements due to changes in interagency work between MFESB and / or other Agencies.

114. 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:

- 114.1. an allowance of 10% of his/her total wage for the duration of the period of higher duties; or
- 114.2. at the rate of the person they are replacing if filling the role of Manager Operational Communications or a similar management position;

whichever is the higher.

115. AMENITIES

- 115.1. 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). When employees are required to work at any other ESTA location temporarily, parking will be provided or the cost reimbursed by the employer.
- 115.2. Tea, coffee, milk and sugar will be provided at each location for use during meal and rest breaks. A notice board for the posting of union notices that pertain to the employment relationship will be provided in each workplace.
- 115.3. The employer will provide appropriate facilities to ensure privacy for all FSCCs at all locations, the minimum of such facilities being as already agreed with the UFU.

115.4. No closed circuit cameras or similar surveillance device within the direct or indirect control of the MFB may be installed in or near a station without the agreement of the employees who will or may be filmed and the parties to this agreement.

Relocation

115.5. No employee will be relocated or directed to relocate into temporary premises prior to there being agreement reached between the parties as to:

115.5.1. any necessary temporary facilities and amenities;

115.5.2. An allowance of \$3.50 per attended shift

115.5.3. In circumstances that do not involve relocation to a fire station, the parties will review the quantum of any allowance that may be applicable by agreement.

115.6. No employee will be relocated or directed to relocate into any permanent premises (e.g. a new location, station or training college) prior to there being agreement reached between the parties as to the design of and facilities and amenities at the new location.

116. MAINTENANCE OF CLASSIFICATIONS

116.1. In addition to the protections provided in Part A, it is the intention of the parties to preserve the integrity of the rank and promotional structure for FSCCs.

116.2. Work currently performed by employees in the classifications in this agreement, including that of training facilities, will continue to be performed by employees in these classifications who are directly employed by the MFESB. Such employees will be employed under:

116.2.1. the Classifications referred to in this agreement, and/or

116.2.2. Position Descriptions agreed by the parties.

116.3. Work now or in the future able to be performed by employee(s) in 116.2.1 to 116.2.2 above will be performed by employee(s) engaged in classification(s) in 116.2.1 to 116.2.2 above and directly employed by the MFESB.

116.4. Further it is agreed between the parties that this agreement is intended to cover all activities of the MFESB within the scope of clause 116.2 or within the

scope of work that is performed by employees, or capable of being performed by employees within the occupations specified in this agreement.

- 116.5. Should there be any consideration for any of the activities of the MFESB or any activities usually or capable of being carried out by the MFESB to be delegated or assigned to, or to be provided by, another party, other than the MFESB, then the MFESB will consult with the UFU to reach agreement on the arrangements for and the manner in which the activity shall be carried out prior to implementation of any proposal or change.

EXECUTED as an Enterprise Agreement

**SIGNED on behalf and with the authority
of the METROPOLITAN FIRE AND
EMERGENCY SERVICES BOARD by:**

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

In the presence of this Witness

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

On this date: _____

**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: _____

In the presence of this Witness

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

On this date: _____

SCHEDULE 1 - OHS POLICY AND PROCEDURES

INTRODUCTORY STATEMENT

The parties to this agreement, Metropolitan Fire and Emergency Services Board and the United Firefighters Union recognise the importance of establishing a consultative and co-operative environment for Occupational Health and Safety based on the following agreed principles:

1. MFESB is committed to providing a healthy and safe work place, safe working methods, safe plant, machinery and equipment (including Personal Protective Equipment). This is to be achieved through the integration of efficient and equitable Occupational Health & Safety (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**. MFESB, in conjunction with its employees, will strive to achieve the highest practicable standards in the formulation and implementation of Occupational Health & Safety within the workplace having regards to those standards and codes of practices produced by ISO, SAA, NOHSC, VWA and other Australian and internationally recognised health and safety authorities and the MFESB OH&S Policy Guidelines and Procedures and strategies as endorsed by the Occupational Health and Safety Policy Committee.
2. Fundamental to the success of the Occupational Health and Safety Program is a commitment to consultation between the parties. This consultation will be best achieved through the involvement of employees, their union and elected designated work group (DWG) 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 may be varied at any time by the agreement of the parties.

CONTENTS: OCCUPATIONAL HEALTH & SAFETY POLICY AND PROCESSES AGREEMENT

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- 2. AGREED RESPONSIBILITIES**
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 - 2.2 Officer-in-Charge responsibilities
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 - 2.4 Employee responsibilities
- 3. ISSUE RESOLUTION PROCEDURE**
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 - 4.3 Facilities
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 - 4.7 Operational Employees OH&S Committees
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- 6. TERM OF AGREEMENT**

Appendix A	Issue Resolution Flowchart
Appendix B	Health and Safety Manager
Appendix C	Hazard Identification Notice

1. OBJECTIVES

It is the policy of MFESB to promote and maintain the health, safety and welfare of all employees. The objectives of this Occupational Health and Safety Agreement 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 staff;
- (c) to eliminate at the source or control risks to health, safety and welfare; and
- (d) to develop co-operative consultative mechanisms for the examination and resolution of occupational health, safety and welfare issues.

2. AGREED RESPONSIBILITIES

2.1 MANAGEMENT RESPONSIBILITIES

The MFESB management is responsible for the overall, management and prompt resolution of all health and safety issues. In order to meet these responsibilities a Health and Safety Manager will be employed. Some of the duties and responsibilities for this position will be as per Appendix B.

In implementing the OH&S agreement the management will take all reasonably practicable steps to:-

- 2.1.1 maintain and prominently display at the workplace, a schedule of designated work groups (DWGs) and names and work location of health and safety representatives (HSRs);
- 2.1.2 designate and display the nominated management representative(s) for each DWG who will be responsible for dealing with health and safety issues;
- 2.1.3 ensure HSRs are given all assistance required to allow them to carry out their annual OH&S audits in conjunction with the building maintenance inspection conducted by the MFESB Facility Services Department;
- 2.1.4 Implement Schedule for regular hazard inspections;
- 2.1.5 ensure HSRs are immediately made available to investigate accidents, hazardous situations and dangerous occurrences, and take remedial action as far as practicable to eliminate and/or control any hazardous and/or dangerous situation
- 2.1.6 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;
- 2.1.7 consult with HSRs and the Union, in preparing OH&S guidelines. Any new or changed guidelines to be submitted to OH&S Policy committee for comment prior to finalisation;
- 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 through the provisions of Clause 88 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 appropriate information and training on the need and use for personal protective equipment and clothing to eliminate or reduce risk;
- 2.1.11 ensure adequate consultation by:
- (a) establishing a mechanism to enable and facilitate consultation with both HSRs and operational employee OH&S Committees.
 - (b) consulting with individual HSRs on any OH&S issue affecting his /her DWG;
 - (c) consulting with the operational employees OH&S Committee where OH&S issues affect more than one DWG.
- 2.1.12 where possible a HSR who has the appropriate qualifications is to be the employees' nominee on the following committees:
- Uniform
 - Vehicle & Equipment
 - Training Education & Advisory and
 - Design & Development Advisory Committee
- For committees where specialist skills are required and no HSR with relevant experience is available, a HSR shall be appointed in addition to the specialist employee representative.*
- 2.1.13 display a copy of this agreement at each work place and any relevant information sufficient to enable employees to carry out their tasks without risk to their health and safety and such relevant information will be provided in a form that is accessible and easily understood by such employees;
- 2.1.14 organise and carry out environmental monitoring programs where appropriate in consultation with HSRs;
- 2.1.15 make provision for, and encourage within each workplace, the reporting of occupational health and safety issues by all employees;
- 2.1.16 monitor employees' health and safety at work and the conditions of the workplace that are under the employers' control;
- 2.1.17 maintain appropriate information and records relating to employees' health and safety;
- (a) without breaching employee confidentiality, in accordance with the **OH&S Act 2004**, provide the operational employees 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 **OH&S 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 shall in addition to ensuring compliance with OH&S legislation, (including Regulations and Codes of Practice made under that legislation), shall pursue best practice in occupational health and safety management, utilising systems such as the *SafetyMAP*;

- 2.1.19 ensure that Supervisors /Managers work co-operatively with health and safety representatives and OH&S Committee(s) in implementing this Agreement and agreed policies and procedures; and
- 2.1.20 ensure that no action is taken against an employee:
 - (a) for reporting or making a complaint about a health, safety or welfare matter in accordance with the *Issue Resolution Flowchart* (Appendix "A");
 - (b) providing information to assist an investigation;
 - (c) following directions given by a health and safety representative or V.W.A. Inspector in accordance with the *Issue Resolution Flowchart* (Appendix A)
- 2.1.21 the employer shall establish procedures to ensure that HSRs are immediately notified about all accidents and incidents within their D.W.G.
- 2.1.22 the employer shall ensure that HSRs once elected are not rostered for duty outside their D.W.G.
- 2.1.23 correspondence between management and Union or between management and employee OH&S representatives to receive at least a written interim response within one week of receipt. Hazard Identification Notices will provide a mechanism for this purpose. The Health and Safety Department will maintain a register of all OH&S issues raised. Communication and feedback must be maintained between management and OH&S Representatives until a satisfactory resolution of the issue is achieved. Appendix C
- 2.1.24 pay overtime if considered necessary by management to perform their function and / or duties such as training and attending committee meetings that require the presence of a HSR.
- 2.1.25 ensure HSRs are released from duty to attend Victorian WorkCover Authority or MFESB authorised OH&S seminars and / or functions.
- 2.1.26 ensure HSR's are released from operational duties to attend Operational H&S meetings and designated employee representatives are released to attend OH&S Policy committee meetings.

2.2 OFFICER-IN-CHARGE RESPONSIBILITIES

The Officer-in-Charge (OIC) is the employers' representative that ensures that the obligations under the OH&S Act 2004 are met in workplaces or systems of work under their control The OIC should:

- 2.2.1 consult with staff, HSRs and /or nominated management OH&S representative(s) on measures to protect against risk to the health and safety of employees at work.
- 2.2.2 actively follow health and safety practices and foster positive attitudes towards health and safety issues.
- 2.2.3 facilitate instruction of staff and supervise safe work practices and procedures
- 2.2.4 ensure that regular hazard inspections and good housekeeping standards are maintained in areas under their control
- 2.2.5 investigate and involve OH&S Representatives in issues that effect their workplace and work system

- 2.2.6 undertake investigation and reporting of OH&S incidents in accordance with relevant SOPs
- 2.2.7 where preventative or corrective action is required, which is outside the supervisors' control, promptly raise the issue with the responsible manager and actively monitor action(s) taken to attain resolution

2.3 UNION RESPONSIBILITIES

The UFU (Victorian Branch) will co-operate with management to achieve the aims of this Agreement by:-

- 2.3.1 working with Management to develop and maintain a safe and healthy workplace;
- 2.3.2 encourage all employees to participate in designated work groups at local levels;
- 2.3.3 encourage employees to nominate and seek election as health and safety representatives for each designated work group;
- 2.3.4 encourage all employees to follow this Agreement and health and safety policies and procedures endorsed by OH&S Committees; and
- 2.3.5 encourage all employees to follow hazard management procedures and the Issue Resolution Flowchart (Appendix "A") for resolution of OH&S issues.
- 2.3.6 in order to ensure the integrity of agreed OH&S policies and processes in this document, the UFU (Union) will endeavour to ensure that these are not confused with unrelated industrial issues. This clause is not to be interpreted as restricting in anyway the rights and entitlements of employees as described in the Workplace Relations Act.

2.4 EMPLOYEE RESPONSIBILITIES

Employees will co-operate with this Agreement by:-

- 2.4.1 following any policies / work procedures which have been endorsed by the operational OH&S Committee and the OH&S Policy Committee as a control measure to reduce the risks of occupational injury / illness;
- 2.4.2 reporting health and safety issues to the OIC and the HSR and take all steps reasonably necessary to isolate a hazard, including leaving the work area where the risk is immediate and /or threatening the health and safety of the employee/s;
- 2.4.3 using personal protective equipment supplied by the employer and as per clause 2.1.9.
- 2.4.4 not wilfully or recklessly interfering with or misusing anything provided in the interests of health, safety or welfare;
- 2.4.5 not placing at risk the health and safety of others;
- 2.4.6 co-operating in the investigation of any incident or matter arising as required under the **Occupational Health and Safety Act 2004**;
- 2.4.7 co-operating 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**; and
- 2.4.8 abiding by the Hazard Management and Issue Resolution Procedures under this Agreement.

- 2.4.9 participating in agreed health and safety programs

3. ISSUE RESOLUTION PROCEDURE

(Issue Resolution Flowchart attached as Appendix "A")

All parties will abide by the following:

- 3.1 As soon as possible after any OH&S issue has been reported, an 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/ management 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 the above clauses 3.1-3.3
- 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 V.W.A. Inspector to attend at the workplace.
- 3.6 During any period during which any work has ceased, the employer may assign the affected employee/s to suitable alternative work.
- 3.7 No action taken by a HSR in accordance with this agreement will be used for the purposes of discrimination, dismissal or other disciplinary action by Management (see OH&S 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 per their entitlements as detailed in 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 inspecting any part of the DWG's workplace after giving notice to the employer. After giving reasonable notice, time shall be allowed for HSRs to talk to workers in the course of inspecting the workplace;
- 4.1.4 being informed immediately of any accident, injury, hazardous situations, dangerous occurrences or immediate risks at the workplace and participating in the accident investigation procedure, in accordance with an agreed Standard Operating Procedure (SOP) within each Zone. (This includes receiving a copy of the MFESB incident report);
- 4.1.5 being present at any interview relating to an OH&S issue between an employee and a V.W.A. Inspector or management representative, with the consent of the employee;
- 4.1.6 being provided by the employer in accordance with OH&S Act 2004 with the following information:
 - (a) material safety data sheets prior to the introduction of new products and substances to be used in the workplace;
 - (b) notification 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) all information provided by manufacturers, suppliers and installers of plant and equipment;
 - (d) aggregate injury/disease records;
 - (e) accident/injury reports;
 - (f) access to relevant legislation/regulations, standards, codes of practice such as issued by SAA, NOHSC, VWA etc.

All information should be in a form readily understood by HSRs and employees;

- 4.1.7 seeking the assistance of any party or organisation that the health and safety representative believes may be of assistance as per the Occupational Health and Safety Act 2004. The employer shall not be liable for any costs, unless prior approval has been given;
- 4.1.8 the issuing of Provisional Improvement Notices. (Prior to the issuing of a P.I.N. HSR will raise the immediate health and safety problem with the senior management representative responsible for the relevant DWG.)

If in the opinion of the HSR after such consultation the problem still exists and is an immediate threat to the health and safety of MFESB employees the HSR is

empowered to instruct those employees to cease work. (see 3.4 of this agreement or the OH&S Act 2004);

- 4.1.9 consulting with other HSRs for the purpose of discussing health and safety issues;
- 4.1.10 attend official seminars/meetings with all other MFESB HSRs for purposes of discussing OH&S issues;
- 4.1.11 in consultation with the employer be provided with paid time off work as is considered necessary to perform their functions or duties prescribed in the **OH&S Act 2004**;
- 4.1.12 undertake paid overtime as is considered necessary by the employer to perform their functions and/or duties;
- 4.1.13 being invited to accompany a V.W.A Inspector during workplace inspections after receiving the appropriate prior notification. This right may be delegated to another member of the Workplace Group if the Representative is unable to attend;
- 4.1.14 the Representative will be entitled to receive information regarding the Inspector's observations or actions in relation to the workplace;
- 4.1.15 consulting with the management OH&S representative on at least a monthly basis and also with any external health and safety personnel retained by the MFESB if required; and
- 4.1.16 nomination of an alternate to carry out his/her role and function during periods of the elected HSR's absence e.g. annual leave.

4.2 TRAINING

The employer will provide HSRs with paid time off work to attend approved 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 appointment.
- 4.2.2 Where a HSR has obtained the agreement of the employer prior to attending an approved OH&S training course, the cost of meals, accommodation (if any) and travel expenses incurred, will be reimbursed where these have not been provided by the employer.
- 4.2.3 An advance of the subsistence expenses may be sought by the employee from the employer prior to attending an approved OH&S training course.
- 4.2.4 The employee will provide receipts for expenses in accordance with 4.2.3 above for reconciliation within (14) fourteen days of the completion of the approved OH&S training course. Any unexpended portion of the amount advanced to the employee will be repaid to the employer within (14) fourteen days.
- 4.2.5 The employer will facilitate ongoing information and training seminars at least twice per year, which address:
 - (a) **OH&S Act 2004**, associated Acts, relevant Regulations and codes of practice;
 - (b) Fire service OH&S policy and procedures and, in particular, hazards associated with the industry, control measures applicable to each hazard, and in the use of OH&S systems to identify hazards and institute preventative actions.

4.3 FACILITIES

The employer will provide access to facilities and assistance to HSRs as necessary to perform their functions and duties. Where available these may include:-

- a) office space;
- b) facilities for filing such as lock-up filing cabinet and shelves;
- c) access to a telephone;
- d) access to typing, photocopying and facsimile facilities;
- e) access to meeting rooms;
- f) access to the relevant technical equipment; and
- g) email mailbox.

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 are responsible for conducting elections within their work group (Assistance can be sought from MFESB Human Resources or the Unions);
- 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 representatives' cessation of office;
- d) cessation of office for an elected representative must be in accordance with the Occupational Health and Safety Act 2004;
- e) all employees in a Designated Work Group are entitled to vote; and,
- f) elections shall take place triennially (every three years).

4.5 DESIGNATED WORK GROUP MEETINGS

The functions of the Designated Work Group (DWG) meetings will be -

- (a) to facilitate co-operation between the employer and the employees of the employer in instigating developing and carrying out measures designed to ensure the health and safety at work of the employees; and
- (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 DWG.

DWG meetings shall take place at intervals not exceeding three months. An elected HSR is to convene DWG meetings.

HSRs will be given the opportunity to conduct meetings of their DWGs immediately before or after a combined drill involving members of his / her DWG. Drills will be scheduled beforehand so as not to interfere with meal breaks or rest and recline.

Half of the members of a DWG may require a DWG meeting to be held at any time.

The above issues and functions will be addressed by the establishment and maintenance of DWGs within each MFESB zone on each platoon, and other MFESB departments as agreed.

In regards to operational employees, members will be made up from each fire station platoon and will be known as A, B, C or D platoon Southern, Central, Northern or Western Zone DWG.

- 4.5.1 The DWG meetings will operate on the basis of solving problems as close to the workplace as possible and arriving at resolutions and recommendations by consensus. The HSR will ensure that resolutions of the meetings will be posted for all employees to see.

4.6 HEALTH AND SAFETY POLICY COMMITTEE

It is MFESB/UFU policy to utilise the Health and Safety Policy Committee as an advisory body responsible for formulating, reviewing and disseminating health and safety policy, standards and procedures in accordance with legislation.

- 4.6.1 The Committee will have as terms of reference any matter raised by employees HSRs, management or union representatives concerning the health and safety of workers within the MFESB.

- 4.6.2 The functions of this Committee are as follows:

- (a) to address any health and safety matters raised by
 - (i) the Human Resources Directorate;
 - (ii) senior management;
 - (iii) elected Health and Safety Representatives;
 - (iv) Health and Safety committees;
 - (v) Industrial Associations;
- (b) assess and review annual health and safety strategies and recommend performance targets for MFESB Corporate Planning;
- (c) to instigate, at its discretion, the Committees own independent investigation into any issue impacting or likely to impact upon any OH&S matter within the MFESB, and make any recommendations or take any action it considers as necessary to ensure the legal obligations of the Brigade are met, relevant to OH&S;
- (d) the Committee will regularly review reports (excluding medical in confidence information) on:
 - (i) dangerous occurrences/incidents, accidents, injuries and diseases;
 - (ii) surveys together with recommendations as to how such occurrences can be avoided in future;
 - (iii) summaries of environmental monitoring carried out at the work place;

- (iv) minutes of Operational Employee or other MFESB health and safety committee meetings.
- (e) The Committee will have access to reports and information on all health and safety matters including those at station or department level.
- (f) The Committee will ensure that policies are developed on preventive and control measures such as the safe handling of toxic materials, environmental and personal monitoring, medical monitoring and other matters.
- (g) The Committee may review and make recommendations in regard to health and safety training programs for the purposes of the OH&S Act 2004.
- (h) Minutes of Committee meetings will be sent to all HSRs and posted for all employees to see.

4.6.3 Subject to the OH&S Act 2004 no new chemical or physical agents or new installation or processes shall be introduced into the MFESB until sufficient available data concerning their likely health effect have been evaluated, and their use subsequently endorsed by the Committee or another consultative committee, in which case the Policy Committee will be notified. In the case of chemicals, full available data on chemical identity and toxicity will be supplied. The committee will review policies on preventative and control measures such as safe handling of toxic materials, environmental and personal medical monitoring and other matters.

4.6.4 The composition of the Health and Safety Policy Committee is as follows:

- (a) Director Human Resources (Chairperson);
- (b) Director of Technical Services;
- (c) Training and Education Department Representative;
- (d) One Firefighter Health & Safety Representative elected annually by employee HRSs* or nominated by the UFU,
- (e) Commander – Emergency Response Directorate;
- (f) One United Firefighters Union Representatives;
- (g) One Australian Services Union Representatives;
- (h) One Australian Manufacturing Workers Union Representative;
- (i) Health & Safety Manager (Observer);
- (j) Occupational Health & Safety Coordinator (Observer);
- (k) MFES Board Medical Service Representative (Observer).

NOTE: Specialist personnel may provide assistance and/or advise the Committee. Selection and appointment of such Consultants will occur as required.

4.6.5 All members of the committee will have one vote. The chairperson will have an ordinary vote but no casting vote. It is intended that decisions will be by a consensus

* Policy committee meeting to be arranged when elected HSR is on duty. If the HSR is off duty overtime will be paid, as per 23(d) of the Operational Staff Award allowances or current industrial agreement.

vote. Committee observers will play the role of non-voting consultants to the committee, with the understanding that they attend at the invitation of the committee.

At least two management representatives and two Union representatives will form a quorum for meetings. One Union representative must be from the United Firefighters Union (Victorian Branch).

4.6.6 The Committee will meet at least once every three months, and more frequently if circumstances dictate. Additional meetings can be called at the request of at least half of the Committee at anytime.

4.6.7 The Committee shall confer on information and issues that affect one or more designated workplace/s.

To assist the committee in its decision making process, committee members may be delegated to investigate any relevant OH&S issue and/or confer on issues such as;

- (a) fatal accidents, serious dangerous occurrences or incidents;
- (b) accident/incident statistical reports;
- (c) environment monitoring carried out at designated workplaces;
- (d) summaries of medical monitoring (in aggregate) together with recommendations;
- (e) reports and minutes of Operational Employee and other Health and Safety Committee meetings, and of other MFESB committees with health and safety responsibilities, and/or
- (f) any reports commissioned by management in respect of, or relating to OH&S.

4.6.8 during the term of the agreement the terms of reference for this committee may be varied by agreement between the parties.

4.7 OPERATIONAL EMPLOYEES OH&S COMMITTEE

4.7.1 At least half of the members of an operational employees OH&S committee shall be employee elected HSRs or on alternate nominated by the elected HSR. A quorum for meetings to be at least 3 management HSRs and 3 employee HSRs. This will consist of on-duty HSRs or off-duty HSRs paid as per 23(d) of the Firefighter Operational Award or current industrial agreement.

Meetings will be open to all MFESB HSRs.

4.7.2 The Operational Employees OH&S Committee shall meet at least once every three months and will facilitate co-operation 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) review and analysis of the cause of injury /incidents;

- (d) in accordance with the **OH&S Act 2004**, review aggregated injury /illness /medical monitoring and /or accident /incident data and reports on preventative action taken;
- (e) results of all environmental monitoring carried out at the workplace; the causes for any concentration of any toxic materials, which are unacceptably high to the parties of this agreement, will be investigated and recommendations for their elimination considered;
- (f) results of all medical/biological monitoring (in aggregate) together with recommendations if any.
- (g) audit OH&S performance against any adopted Occupational Health and Safety Management System on a regular basis;
- (h) recommend measures designed to protect the health and safety of employees;
- (i) recommend health and safety training which meets identified OH&S needs for all operational employees;
- (j) make recommendations on the health and safety aspects of the introduction of new technology, changes to the work place, plant, equipment and chemicals;
- (k) provide information to the OH&S Policy Committee on any issue that has the potential to affect MFESB employees;
- (l) the committee may recommend 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 MFESB; and
- (m) the committee will have access to reports and information on health and safety matters including those at station and department level.

4.7.3 Terms of reference shall be established and determined by the Operational Employees OH&S Committee and will include:

- (a) committee composition (to be decided after taking into consideration 4.7.1);
- (b) meeting frequency and duration (as per 4.7.2);
- (c) election by the Committee of a Chairperson and Minute taker and the arrangements for alternation of those roles among the members of the Committee.
- (d) submission of agenda items;
- (e) method of recording and distribution of Minutes; and
- (f) process for actioning issues raised;
- (g) minutes of Committee meetings to be sent to Policy Committee and posted in D.W.G work area

4.7.4 Committees will operate on the basis of solving problems as close to the workplace as possible and arriving at solutions and recommendations by consensus.

Resolutions of Operational Employees OH&S Committee will be posted for all employees to see.

- 4.7.5 during the term of the agreement the terms of reference for this committee may be varied by agreement between the parties to this agreement.

4.8 CONSULTANTS

- 4.8.1 Where specialist expertise and assistance is necessary in respect to a particular Occupational Health and Safety issue, the OH&S Committee (Policy/ Operational Employees) may where necessary, with the approval of the employer, seek the engagement of a consultant for that purpose. This clause shall not be interpreted to limit the parties to engage consultants independently to provide advice on OH&S issues.
- 4.8.2 Consultants will work in accordance with the terms of reference agreed to by the parties.
- 4.8.3 Consultants engaged in accordance with 4.8.1 above will be required to submit a written report detailing their finding(s) which will be circulated to appropriate HSRs and tabled at the appropriate OH&S Committee meeting.

5. AGREED PRINCIPLES FOR CONTROL OF WORKING ENVIRONMENT

5.1 The MFESB will 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 the Health and Safety Committees. Each Health and Safety Representatives will have access to the information, including

- 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 the OH&S Act 2004.

The MFESB will compile and keep up-to-date a Chemical Register of all toxic 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.

- 5.2 Subject to the OH&S Act 2004 no new chemical or physical agents or new installation or processes shall be introduced into the MFESB until sufficient available data concerning their likely health effect have been evaluated, and their use subsequently endorsed by the Committee or another consultative committee, in which case the Policy Committee will be notified. In the case of chemicals, full available data on chemical identity and toxicity will be supplied. Summaries of information on new chemicals shall be made available upon request.
- 5.3 Subject to the OH&S Act 2004, all new equipment purchased by the MFESB should have reference to standards (developed by the manufacturer, industry, or by such bodies as the ISO, SAA, NOHSC, and VWA) designated to minimise the potential adverse health and safety effects. No new equipment shall be introduced until sufficient data concerning likely health and safety effects has been evaluated.

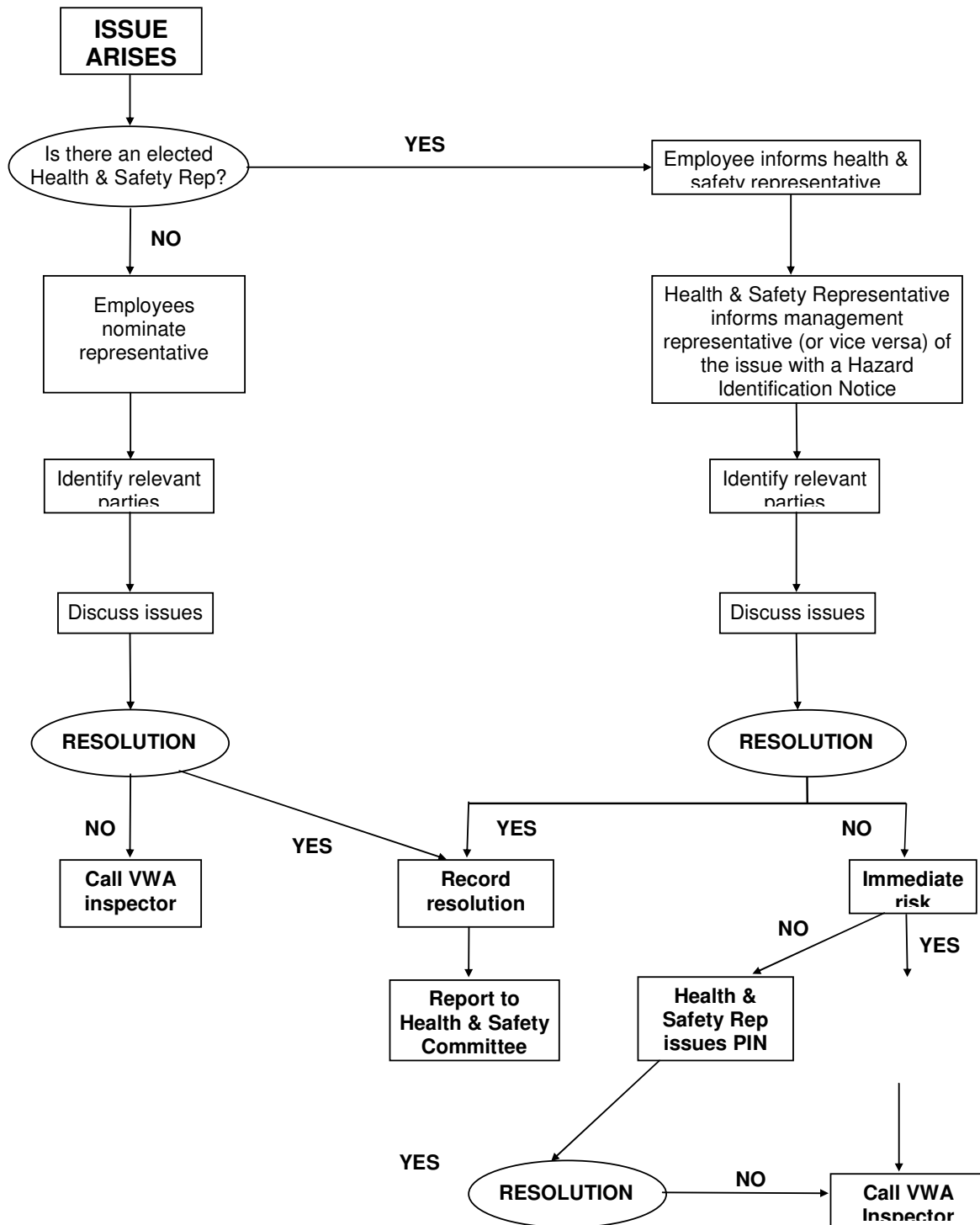
- 5.4 Regular environmental and personal monitoring will be conducted where required or appropriate. The monitoring methods used for controlling the use of harmful chemical and physical agents will be those approved by relevant recognised authorities.

Results of all environmental monitoring will be provided to the Health and Safety Representatives and to Unions party to this agreement. Results of personal monitoring will be provided to individuals concerned with a written statement explaining the meaning of the result(s). All personal monitoring results will be confidential, but may be provided in statistical form to the Health and Safety Representatives.

- 5.5 A program of medical monitoring, where agreed, will be kept under review by the Policy Committee. An individual will have access to his or her personal medical records. The results of an individual's medical tests will be supplied to the individual with a written statement explaining the purpose of the test and meaning of result(s) if desired by that individual.

Trends revealed by the medical monitoring will be reported at the HSPC with appropriate recommendations. Results of medical monitoring will be available in coded form (to protect individual rights) to the HSPC if desired.

APPENDIX A



Appendix B

Management of Health and Safety Issues

1. **In order to ensure coordination, management and prompt resolution of all health and safety issues the H&S Manager shall maintain a register of all OH&S issues that have not been resolved at a local level. The register shall contain the following minimum information:**
 - details of the hazard or problem
 - date the issue was first raised
 - areas / departments affected by the hazard
 - who initially raised the issue
 - accidents / injuries attributed to the hazard
 - steps taken to control the hazard
 - interim measures taken to reduce the risks associated with the hazard
 - management representatives and others responsible for investigating the hazard or who have been allocated responsibilities aimed at resolving the issue.
- 116.5.1. 2. Management of the hazard shall take place in consultation with the HSR concerned. The management order shall be as follows:
 - priority of hazard
 - immediate
 - high
 - medium
 - low
 - date by which issue is to be resolved
 - temporary controls
 - date of resolution
 - outcomes
 - review date (if required)
3. Ensure that regular feedback to TQA Managers, OH&S representatives and OH&S Committees on the progress of issues as per IR procedure.
4. Ensure that all elements and sub elements and other aspects of the OH&S Management System are observed, maintained and reviewed to ensure continuing compliance. A formal process of internal and external audits shall be implemented and maintained.

Hazard Identification Notice

To: 1/09/2010	Date:
From:	Copies:
Subject:	Ref. No:

I, the Health and Safety Representative named above, believe that the following hazard poses a risk to the health and safety of MFESB employees and/or MFESB 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 2.1.23 of the MFESB/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:-

1. Interim controls put in place;
2. Long term controls and estimated time frame to implement;
3. The Department responsible for the control of this hazard;
4. Details of the steps taken to resolve this issue are to be placed onto the agenda of the next Operational Health & Safety Committee.

Please sign in the space provided to acknowledge receipt of this notice and return to HSR.

Action taken by Inspector TQ&A or relevant management Rep.:-

Signature of HSR

Signature of Management Representative

D:

Copies: Original – Sign & return to HSR within 7 days Management Rep. H&S
Department

OH&S Operational Committee

SCHEDULE 2 - MINIMUM CREWING

Metropolitan Fire & Emergency Services Board EXECUTIVE DIRECTIVE MINIMUM CREWING

At the commencement of each shift the MFESB employee crewing shall be in accordance with the attached Chart with the following variations:

1. Commanders Location

Central, Western, Northern, and Southern Zone shall each have a Commander on Duty and on shift as per the minimum crewing chart (attached). However no more than two SSOs may be acted up into Commander positions at no more than two of the above four Commander locations at any time.

2. Senior Station Officer Stations:

- a) Stations 1, 7, 25, 35, 38 and 44 shall have a Senior Station Officer on duty and on shift.
- b) Other stations designated as Senior Station Officer Stations shall have, as a minimum, a Station Officer on duty and on shift acting as the Senior Station Officer.
- c) Stations 1, 7, 25 and 44 shall also have a Station Officer on duty and on shift.
- d) Station 1 shall also have a Station Officer designated as the works officer on duty and on shift.

3. Command Levels – Fire Appliances

- a) Any appliance that is designated on the attached chart as normally under the command of a Senior Station Officer may be commanded by a Station Officer (substantive) except where paragraph 3(c) below applies.
- b) Any appliance that is designated on the attached chart as normally under the command of a Station Officer may be commanded by a Leading Firefighter (substantive).
- c) A Leading Firefighter may command an appliance that is designated as a Senior Station Officer appliance on a non urgent move up to a station where such station is normally under the command of a Station Officer.
- d) Any appliance that is normally under the command of a Leading Firefighter may in the absence of the Leading Firefighter be commanded by:
 - i) Senior Firefighter (Qualified to Leading Firefighter) or
 - ii) Qualified Firefighter (Qualified to Leading Firefighter), or
 - iii) Senior Firefighter who has successfully completed an assessment in Command and Control.

4. A Leading Firefighter may be in charge of a Fire Duty/Watching Duty provided that only one appliance is assigned to said fire (watching) duty.

5. Flexible Crewing:

In Shift Emergency:

An 'In Shift Emergency' occurs when a member of the Brigade who is on duty is required to book off duty on Sick Leave, Carer's Leave, Pressing Necessity Leave etc with such urgency that is not practical to await for a standby to arrive at the duty station.

During an 'In Shift Emergency' the appliance will remain in commission with a reduced crew until such time as a standby can be effected and an extra MFESB primary appliance shall be responded to all calls attended by the effected appliance.

If all Zones are on Minimum Crewing and an 'In Shift Emergency' occurs Pumpers at other than 1, 7, 25, 35 & 44 may be reduced to a crew of three to facilitate a standby to the effected appliance while arrangements are made to recall a firefighter which will be immediately initiated.

6. Overall Crewing Requirement:

To ensure MFESB employee capability to meet the crewing and command levels designated in this Executive Directive and other activities there shall be an all inclusive number of employees as follows:

- 11 ACFOs
- 58 Commanders
- 92 SSOs
- 308 Station Officers
- 1177 Leading firefighters

7. Appliance Availability:

There shall be a minimum of four rescue units and four aerial appliances in commission at any time. In the event that a further unit becomes unserviceable mechanical staff will immediately be recalled to affect repairs and restore the minimum number to four.

8. (A) Recall Considerations

Appliances temporarily out of service due to breakdown and unable to be replaced during that shift (e.g. two Rescue Units broken down) shall result in the appropriate staff numbers being available for standbys and the overall minimum crewing requirements being temporarily reduced for up to one week, by that number, for the purposes of recall.

(B) Retaining

In the event that insufficient personnel present for duty at the commencement of any shift, sufficient personnel, at the appropriate rank/s, to make up the discrepancy will be retained from the off going shift and subsequently relieved by recall, at appropriate rank/s of off duty staff.

9. Excess of Minimum Crewing

Rostered staff available over 269 may be used to provide crewing for the following:

- Pumpers with a crew of 3 will be increased to 4.

Note: The CFO may elect due to special circumstances, use additional staff above the 269 level to crew other or additional appliances as per the requirements of the Director Operational or Senior Duty Officer. This decision will be made giving due consideration to the risk environment, operational activity and or the special circumstance.

10. Emergency Move Up:

Nothing in this directive shall restrict the dispatch of crewed appliances to move up to provide fire cover in an emergency.

This Executive Directive is to be placed in the Brigade Order Book section of the Standard Procedures Manual (Volume 4) immediately following the General Orders.

A.J. Murphy
Director – Operations

**SCHEDULE 3 - EMERGENCY RESPONSE TRAINING
FRAMEWORK**



MFB
EMERGENCY RESPONSE
TRAINING FRAMEWORK

March, 2010

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1. Introduction

The purpose of this Emergency Response Training Framework report is to document the MFB'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 MFESB Training Framework 1999 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 MFB
- 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 MFB, together with training pathways required for career progression
- the provision of qualification pathways that assist MFB 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 MFB. 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.

MFB 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 VI 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 PSTP 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 MFB promotional programs

- Identification of MFB specific training requirements in the proposed training framework
- Validation by an external consultant
- 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 MFB 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 MFB 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 MFB:

- 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 MFB 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 MFB 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 MFB 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 / MFB consultative group so alternative arrangements can be established.

In determining the PSTP components required by the MFB, this process has also identified those Units that encompass MFB specific content. These are set out in Table 4 (see Appendix). These Units may be acquired externally and the MFB, as an RTO, is required to recognise any such credentials. However, where MFB 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 Recognition Process

It is important that training previously delivered to MFB employees is recognised as this allows training to be targeted in the appropriate areas to avoid duplication of training already provided and prevent wasting MFB resources.

The appropriate method for large scale training recognition is the Deeming process. This is a method similar to credit transfer and recognises the training that personnel have received, forming a sound basis from which future training can be built. During a transition period into a new qualification framework, deeming can be used to recognise previous training that aligns to current standards. Although individual assessment criteria may not have been undertaken, a person may be deemed to comply with a Unit provided that they have demonstrated the objectives of the Unit.

In adopting the PSTP Qualifications, training previously provided to the MFB workforce must be recognised. As such, an essential step in the development of this project was the need to deem the existing workforce against the framework. The outcomes of this process were achieved through a number of stages and consultative processes as set out in Sections 1 and 2 above.

This process has ensured that personnel are appropriately recognised for previous training undertaken, and the regular practical workplace application of these skills over an extensive period of time. The integrity of official training recognition has not been compromised in this process.

Although the transition process has identified that the PSTP competencies are more explicit in some of their requirements than the previous modules, the identified gaps are all skills that firefighters have continuously demonstrated in undertaking their duties. Therefore these gaps are not an issue in the alignment process as the gaps simply articulate what has already been covered as a given in previous training.

When endorsement of the this Framework is achieved, all relevant personnel should have Units of Competency officially recognised according to their rank. This recognition will be in the form of a nationally recognised credential.

Individuals seeking recognition for any additional Units of Competency must apply for recognition using the Recognition of Prior Learning (RPL) process.

4. Delivery Methodology

Recruits

This program is undertaken over a three year period. Firefighters are promoted to the rank of Qualified Firefighter (Continuation Training) as follows:

- Level 1 Firefighter (completion of recruits)
- Level 2 Firefighter (completion of one year service)
- Level 3 Firefighter (completion of two years service)
- Qualified Firefighter (completion of three year service)

Leading Firefighter

A flexible delivery approach encompassing a mixture of block release to be conducted at the training college and some self paced study supported by qualified workplace trainers and assessors. The training process will be managed by the Training and Education department.

Station Officer

A full time 14 week training program delivered entirely off shift. Admission onto the course is by application and selection process.

Senior Station Officer

A full time 13 week training program delivered entirely off shift. Admission onto the course is by application and selection process

Commander

A training program with a full time component to be undertaken at an agreed MFB Training Venue.

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.

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 MFESB failing to have all resources available in time for delivery.*

5. Recommendations

Recommendation 1

That the MFB and UFU adopt the Emergency Response Training Framework as set out in this document after undertaking all required processes involving relevant Committees, including EBIC.

That the Training Framework is implemented from the date of endorsement by all parties.

Recommendation 2

That the MFB 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 MFB 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 MFB 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 MFB 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 MFB and the UFU.

Recommendation 6

That implementation of this Framework is undertaken in compliance with the RTO status expectations of the MFB, 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 MFB promotional course

Table 3:
MFB specific requirements in the Training Framework

Table 4:
PSTP competency standards encompassing MFB specific requirements

Table 1: Proposed alignment between the PSTP and Firefighter Levels 1, 2 and 3

<p>Capabilities of a Public Safety (PSTP) Firefighting & Emergency Operations Unit 3 core units plus 3 elective units</p>	<p>Capabilities of a Public Safety (PSTP) Firefighting & Emergency Operations Unit 9 core units plus 3 elective units</p>	<p>Capabilities of a Public Safety (PSTP) Firefighting & Emergency Operations Unit 3 core units plus 3 elective units</p>	<p>Capabilities of a Public Safety (PSTP) Firefighting & Emergency Operations Unit 3 core units plus 3 elective units</p>	<p>Advanced Capabilities of Public Safety (PSTP) Firefighting & Emergency Operations Unit 3 core units plus 3 elective units</p>
<p>CODE PUAFR201B PUAFR203B PUAFR207B PUAEQ001B PUAOP002B PUATE001B PUALE001B PUASAR001B</p> <p>CORE UNITS Present injury Respond to urban fire Operate breathing apparatus open circuit Prepare, maintain and test response equipment Operate communications systems and equipment Work in a team Provide agency care Participate in a rescue operation</p>	<p>CODE PUAER302B PUAFR306B PUAFR308B PUAFR309B PUAVER001B PUAHE002C PUATEA002B PUAEME003C</p> <p>CORE UNITS Suppress urban fire Render hazardous materials incidents safe Employ personal protection at a hazardous materials incident Operate pumps Drive vehicles under operational conditions Manage injuries at emergency incidents Maintain safety at an incident site Work autonomously Administer oxygen in an emergency situation</p>	<p>CODE PUAOP001A PUAOP004A PUATEA003A</p> <p>CORE UNITS Supervise response Conduct briefings/debriefings Lead, manage and develop teams</p>	<p>CODE PUAHS003B BSXFM005B PUAFR006B PUAOP007B PUAFR001B PUACOMM07B PUAFR002B</p> <p>CORE UNITS Implement and monitor the organisation's occupational health and safety policies, procedures and programs Manage workplace information Implement prevention strategies Manage a multi-team response Command agency personnel with a multi-agency emergency response Manage a learning environment in the workplace Liaise with other organisations Develop incident control strategies</p>	<p>CODE PUACOM10B PUAMAM001B PUAMAM003B PUAMAM007B PUAOP006B</p> <p>CORE UNITS Promote the organisation's mission and services Manage the organisation's public safety responsibilities Manage human resources Manage financial resources Control multi-agency emergency situations</p>
<p>CODE PUAFR204B PUAFR205B PUAFR206B PUAFR208B PUAFR209B PUACOMM01C PUACOMM02B PUALAN001B PUASAR008B PUATE004C PUAFR210B PUAFR212B PUAFR217B PUAHS001C</p> <p>ELECTIVE UNITS Respond to wildfire Respond to aviation incident Check installed fire safety systems Participate in community safety activities Work safely around aircraft Communicate in the workplace Provide services to client Protect and preserve incident scene Search as a member of a land search team Work effectively in a public safety organisation Understand the role of a public safety firefighter Understand how exit operations from helicopter Understand helicopter winch operations Rappel from helicopter Follow defined occupational health & safety policies and procedures</p>	<p>CODE PUAFR301B PUAFR304B PUAFR307B PUAFR310B PUAFR311B PUAFR312B PUAFR313B PUAFR314B PUAFR315B PUACOMM05B PUACOMM06B PUALAW002A PUAOP008B PUASAR002B PUASAR004B PUASAR006B PUASAR009B PUASAR007B PUAFR303B TAADEL301A</p> <p>ELECTIVE UNITS Undertake community safety activities Respond to marine emergencies Monitor hazardous atmospheres Operate aerial or specialist appliances Dispatch rappel personnel and equipment from a helicopter Operate aerial ignition equipment in an aircraft Operate aviation support equipment Operate a land search team Navigate from an aircraft Engage in a community organisation image in the community Plan and conduct a public awareness program Conduct initial investigation at incident scene Navigate in urban and rural environments Undertake roof accident rescue Undertake technical rescue Undertake confined space rescue Undertake trench rescue Undertake structural collapse rescue Suppress wildfire Provide training through instruction and demonstration of work skills</p>	<p>CODE PUAFR401B PUAFR402B PUAFR403B PUAFR404B PUAFR405B PUAFR406B PUAFR407B PUAFR408B PUAFR409B PUACOMM11B PUACOMM12B PUAMAM002B PUACOMM08B PUAEMR001B TAASS001A TAASS001A Or TAASS002B TAASS004B TAADEL401A TAADEL402A Or TAADEL405A TAASS002A TAATA501A</p> <p>ELECTIVE UNITS Obtain incident intelligence Supervise specialist response to aviation Assess building plans Inspect dangerous goods facilities Collect, analyse and provide regulatory information Develop prescribed burning plans Conduct prescribed burning operations Plan aircraft strategies Develop air attack strategies Provide education in the workplace Develop a network Liaise with the media in the region Administer workshop resources Plan and conduct a public awareness program Establish context and develop risk evaluation criteria Plan and organise assessment Contribute to assessment Assess competence Participate in assessment validation Plan and organise group based delivery Facilitate group-based delivery Coordinate and facilitate distance-based learning Design and develop learning programs Maintain information requirements of training and/or assessment organisations</p>	<p>CODE PUAFR501B PUAFR503B PUAFR504B PUAFR505B PUAFR506B PUAFR507B PUAFR508B PUAFR510A BSXFM107A PUACOMM08B PUACOMM09B PUAEMR002B PUAMAM005B PUAMAM008B TAAS003A TAACM0901A TAACM0903A TAADES001A TAATA501A</p> <p>ELECTIVE UNITS Conduct fire investigation and analysis activities or human resource management activities Assist with formulation and implementation of plans and policies Administer cost centre's financial resources Conduct an assessment of a building's performance based design Inspect building fire safety systems Assess and evaluate a facility's fire incident safety management systems in hazardous areas Inspect for legislative compliance Manage quality customer service Develop and organise public safety education programs Manage media requirements at major incidents Identify, analyse and evaluate risk Manage procurement Manage physical resources Develop assessment tools Develop training and/or assessment organisational policies and procedures Lead conduct training and/or assessment evaluations Design and develop learning strategies Undertake organisational training needs analysis</p>	<p>CODE PUAFR602B BSXFM109A BSXFM1510A PUAFRS2629B PUACOMM04B PUAFR601B PUAHS004B PUAOP008B PUAPOL18B</p> <p>ELECTIVE UNITS Manage the implementation of community safety strategies Manage occupational health and safety improvement systems and processes Facilitate and capitalise on change and innovation Manage marketing requirements Manage organisational communication strategies Develop and administer agency policy, procedures and practices Facilitate change in the occupational health and safety system Co-ordinate resources within a multi-agency emergency response Contribute to policy formulation and revision</p>
<p>The colouring of the code designates at which rank the unit is delivered. Firefighter Level 1 (Recruit) Firefighter Level 2 Firefighter Level 3</p>				

Table 3: MFB specific requirements in the Training Framework

Recruit / Continuation Training	Leading Firefighter	Station Officer	Senior Station Officer	Commander
<ul style="list-style-type: none"> • Squad Drill • Specialist Appliances: • Fire Duty • FIA • HR Functions - <i>Employment opportunities</i> - <i>OH&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 • Counseling procedures • Support Agencies • Specialist Appliances and departments • MFB Acts / Regulations / SOP's • Introduction to Disaster Management (AEMI) • 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 SSO • 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"> • Inspector 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 MFB specific requirements

Certificate II in Public Safety PUA20601 (Firefighting & Emergency Operations)	Certificate III in Public Safety (Firefighting & Emergency Operations) PUA30601	Certificate IV in Public Safety (Firefighting Supervision) PUA40301	Diploma of Public Safety (Firefighting Management) PUA50501	Advanced Diploma of Public Safety (Firefighting Management) PUA60501
PUAFIR201B Prevent injury PUAFIR203B Respond to urban fire PUAFIR207B Operate breathing apparatus open circuit PUAEQU001B Prepare, Maintain and test response equipment PUAOPE002B Operate communication systems and equipment PUATEA001B Work in a team PUAEME001B Provide emergency care PUASAR001B Participate in a rescue operation PUAFIR204B Respond to wildfire	PUAFIR302B Suppress urban fire PUAFIR306B Render hazardous materials incidents safe PUAFIR308B Employ personal protection at a hazardous materials incident PUAFIR309B Operate pumps PUAVEH001B Drive vehicles under operational conditions PUAEME002C Manage injuries at emergency incidents PUAEME003C Administer oxygen in an emergency PUAFIR303B Suppress wildfire	PUAOPE001A Supervise response PUATEA003A Lead, manage and develop teams PUAFIR401B Obtain incident intelligence BSXFM1402B Provide leadership in the workplace	PUAHS003B Implement and monitor the organisation's occupational health and safety policies, procedures and programs PUAOPE005B Manage a multi-team response PUAOPE007B Command agency personnel with a multi agency emergency response PUAFIR503B Co-ordinate human resource management activities PUAFIR504B Assist with formulation and implementation of plans and policies PUAEMR002B Identify, analyse and evaluate risk	PUAMAN001B Manage the organisation's public safety responsibilities PUAMAN003B Manage human resources PUAOPE006B Control multi agency emergency situations PUAFIR602B Manage the implementation of community safety strategies PUACOM004B Manage organisational communication strategies PUAOPE008B Co-ordinate resources within a multi agency emergency response

<p>PUAFIR206B Check installed fire safety systems</p> <p>PUAFIR209B Work safety around aircraft</p> <p>PUALAW001B Protect and preserve incident scene</p> <p>PUAFIR202B Respond to isolated remote structure fire</p> <p>PUAOS001C Follow defined occupational health and safety policies and procedures</p>				
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SCHEDULE 4 - ALLOWANCES

ALLOWANCES FOR EMPLOYEES COVERED BY PART A OF THE AGREEMENT

Meal Allowance	\$14.98
Motor Vehicle / Mileage Allowance	\$1.10 per kilometre
Relocation Allowance	\$3.50 per shift
Special Administrative Duties Allowance	\$61.46
Spoilt Meal Allowance	\$14.98

ALLOWANCES FOR EMPLOYEES COVERED BY PART B OF THE AGREEMENT

Heavy Rescue Allowance	\$20.09
EMR Allowance	\$1.93/hour or \$0.80/hour all purpose
EMS First Responder Training Allowance	\$1.35/hour
EMS First Responder Allowance	\$0.66/hour
Fire Investigation Allowance	4.5%
Hydrostatic Testing of BA Allowance	\$6.36/shift
<i>Qualifications Allowances</i>	
First Aid Certificate	\$16.46/week
IFE Graduate Certificate or a Certificate of Fire Technology	\$13.85/week
IFE Graduate Certificate and Certificate of Fire Technology	\$21.05/week
IFE Membership and Graduate Certificate	\$26.05/week

HAZMAT Technicians Allowance	\$2.27/hour
Water Response Operator Allowance	\$2.27/hour
High Angle Rescue Technicians Allowance	\$2.27/hour
USAR Operator Allowance	\$2.27/hour
Watchroom Duties Allowance	\$8.06/shift

ALLOWANCES FOR EMPLOYEES COVERED BY PART C OF THE AGREEMENT

FSCC Coordination Allowance	5% of classification rate
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SCHEDULE 5 - COMMANDER JOB DESCRIPTION

ROLE OBJECTIVE

To provide support and guidance to Officers-in-Charge for effective station performance in the delivery of emergency response and community safety programmes.

Role Process

The Commander will act as the link on shift between Zone ACFO and Officers-in-Charge for the effective management of the group of stations within the zone.

The Commander, per platoon per Zone, will be a station based mobile manager and will not be part of appliance crewing.

Role Interfaces

The Commander will:

- Report to the Zone ACFO on the performance of stations within the Zone.
- Work with the Zone ACFO on performance and programmes to be delivered by the group of stations within the Zone.
- Manage the Officers-in-Charge of stations within their Zones to achieve predetermined performance measures and delivery of community safety programmes.

Duties (internal focus predominantly)

- Communication with Officers-in-Charge on station performance, Brigade direction and priorities.
- Ensuring that stations have appropriate resources to achieve their stated objectives.
- Working with Zone ACFO to develop plans to reduce the risk of fire within the Zone.
- Provision of advice and support to Officers-in-Charge for the resolution of staff issues.
- Responding to emergency calls as per GARS.
- Inspecting and reporting on the progress of station maintenance, appliance condition and PPC adequacy at each station.
- Assist in coordinating the most appropriate resources to meet the identified needs of the community.
- Work with the Officers-in-Charge to ensure competence of station staff and adherence to skill maintenance programs.
- Monitor workplace attendance and work with high leave takers to maximise attendance.
- Representing zone on various working parties and committees.
- Undertake various research projects as designated by Zone ACFO.
- Involvement in and a role in overseeing of the conduct of the GEARS program and the on-weekend monthly audit including the reporting to relevant departments.

SCHEDULE 6 - STRUCTURAL PPE AND STATION WEAR

[INSERT AGREED DOCUMENT]

SCHEDULE 7 - STATION DESIGN GUIDELINES

[TO BE INSERTED ON AGREEMENT]

SCHEDULE 8 - FSCC JOB DESCRIPTION

Position: Fire Services Communications Controller
Directorate: Operations Support
Department: Operational Communications
Location: ESTA - Tally Ho East Burwood
Reports To: Manager Operational Communications

FUNCTIONS

- * As the MFESB representative monitor and report on communications activities to ensure operational requirements, performance standards and protocols are achieved.
- * Provide interpretation and direction on matters which are not clearly defined under MFB Communications Standard Operating Procedures (CSOP).
- * Provide advice and direction to the communications centre to ensure any relevant issues not covered by MFB specific CSOP's are actioned.
- * Undertake command and control functions on an as needs basis or as directed by appropriate MFB Commander or Executive Officer.
- * Manage media contact on a daily basis and provide contact advice for specific fires or incidents.
- * Provide liaison between MFB operational staff and / or to external agencies.
- * Provide advice and direction on operational resources required for effective fire cover.
- * Attend incidents as directed.

PRIMARY OBJECTIVES and CHALLENGES

- * Monitor communications carried out at the ESTA Tally Ho Communication Centre and advise on Fire Service operations to ensure that MFB emergency response requirements are met.
- * Monitor MFB performance standards to ensure they are maintained in critical areas.
- * Monitor the compliance with Communications Standard Operating Procedures to ensure conformance with all operational practices.

- * Provide advice to communications staff on operational protocols where required.
- * Liaise with MFB operational staff on matters relating to operational communications.
- * Provide direction to ESTA personnel in relation to communications management of a fire/incident.
- * Monitor compliance with MFB Performance Requirements . (*customer specified service standards/ performance indicators*).
- * Provide judgemental decisions outside the scope of the CSOPs in relation to Communication Centre functions.
- * Assist ESTA Communications Centre personnel to ensure that MFB is provided with a high standard of communications to allow them to operate in the most efficient and effective manner and in accordance with Communications Standard Operating Procedures.
- * Provides knowledge of operational capabilities to ensure effective fire cover of operational resources is maintained at all times.

ORGANISATION ENVIRONMENT

Reporting Relationships

Supervisor: MFB - Manager Operational Communications

Lateral: Fire Service Communications Controllers
MFB Operational Personnel

The Metropolitan Fire & Emergency Services Board is the legislated agency responsible for the combating of fires and other emergencies within the Metropolitan Fire District in the State of Victoria.

The Metropolitan Fire & Emergency Services Board is responsible for fire suppression and other community safety initiatives within the Metropolitan Fire District of Melbourne.

ROLE OF EMERGENCY RESPONSE

The role of MFESB emergency response within the ESTA CAD area, is charged with the duty of coordinating and undertaking all necessary steps for the suppression of fire, and the protection of life, property and the environment within Metropolitan Victoria. As such the primary role of the FSCC is pivotal to

ensure the organisation provide a timely and adequate response to all emergencies.

COMMUNICATION

Internal

MFB Operations
MFB Departments

External

Emergency Services Telecommunications Authority (ESTA)
Alarm Monitoring Companies
Security Monitoring Company relating to SMS for designated MFESB Fire Stations
Mobile Data Service Providers
Motorola or Radio Service provider

QUALIFICATIONS AND EXPERIENCE

Mandatory

Knowledge of MFB Communications Standard Operating Procedures, Standard Operating Procedures and operational firefighting practices.

Experience and knowledge of software applications. eg. Microsoft Office

Ability to work without direct supervision.

High level written and oral skills including excellent report writing.

Ability to critically analyse and report on complex multi-step work instructions.

Strong investigative, analytical and problem solving skills.

A strong background / understanding in the operation of radio and telephonic communications equipment.

Ability to prioritise duties to meet objectives under strict timeliness

Demonstrated methodical approach and attention to detail.

Preferred

Previous operational experience in a Fire Service.

Extensive knowledge and experience in operational requirements for call taking, Brigade alert and dispatching in an emergency response Organisation.

Possess strong knowledge of operational capabilities to ensure effective fire cover of operational resources is maintained at all times.

Experience within a computer aided dispatching centre.

Knowledge of MFESB CAD abilities and ESTA ICAD operations.

An ability to gain an understanding of GIS, mapping and database principles.

SPECIFIC ACCOUNTABILITIES

Organising and Operating

Ensure agency communications standard operating procedures are being adhered to.

Provide specialist advice to the service provider's communications personnel on operational procedures.

Handle queries from fire service operational staff on matters related to operational communication and procedures.

Where necessary direct the response of additional resources or any other action deemed necessary for the communications management of the incident.

Handle inquiries from and liaise with field staff on Fire Service operational communications and procedures.

Liaise with and provide advice to ESTA Communications staff on Fire Service operations.

Liaise with media in relation to fire and incidents and provide media releases in accordance with MFESB procedures.

Notification to appropriate personnel of unusual or significant events which may impact on MFB operations.

Liaise directly with the ESTA Tally Ho Centre Manager as required to resolve minor operational issues associated with the CAD system. (issues to include: assignment rule problems, minor dispatching problems, incorrect vehicle assignment etc).

Update the E.R.I.C file as amended information becomes available, then advise ESTA for inclusion into ESTA scratch pad.

Participate in a team environment to identify, recommend and implement improved efficiencies and business practices.

Monitor and report on EMR events in the MFB which requires the assistance of a CIS officer.

Attend as the need arises major incidents to ensure effective incident management of all communications needs.

Reporting

Provide ongoing auditing of ESTA Tally Ho operations and report on any deficiencies.

Identify and communicate non-compliance with CSOPS.

Identify operational weaknesses in MFB communications and recommend corrective action to maintain a high standard of efficiency of the fire service.

Monitor compliance with CSOPs and report any deviations to the Manager Operational Communications.

Monitor and report on operational performance of the system in relation to Fire Service call taking and dispatch.

Provide regular reports to nominated personnel on operational problems and possible solutions to solve them.

Conduct statistical analysis of the data generated by the CAD system and provide reports and information on the data as required.

Planning and Policy

Provide input to ongoing planning and policy associated with the provision of the communications operations.

Recommend procedural changes to improve the efficiency and effectiveness of communications.

Make recommendations and draft additional CSOPs – (communications standard operating procedures) for the Manager Operational Communications' approval to ensure MFB needs are being met.

Training

In consultation with the service provider, liaise where required with on the job trainers.

Assist where required & appropriate qualifications have been obtained, in the formulation of training for field staff.

As the need arises undertakes relevant Fire Service courses to ensure a continued understanding of operational matters regarding fire suppression and extinguishment.

General

Undertake minor projects and special assignments as directed by MFB Manager Operational Communications. All projects and assignment will be undertaken off-shift unless it is deemed to be appropriate that the work is undertaken whilst on shift. In this instance both parties to the project/assignment must be in agreement.

SCHEDULE 9 - RETURN TO WORK POLICY

[TO BE INSERTED ON AGREEMENT]