



Proposed Operational Enterprise Agreement 2016 Final issued by CFA 12th August, 2016

Results of volunteer feedback and discussion

Please note: This is currently a work in progress VFBV internal working document.



GENERAL INTRODUCTION

CFA Industrial Arrangements and CFA Statutory Obligations:

VFBV submits that all industrial agreements entered into by CFA must be consistent with and in furtherance of all relevant provisions of the *Country Fire Authorities Act 1958* (the CFA Act). We submit that any industrial agreement, such as the subject proposed enterprise agreement may only be accepted by the CFA provided that its content does not offend the provisions of the CFA Act. If this is not so, then we further submit that it is beyond the power of the CFA Board or any agent of the CFA to lawfully approve or adopt such agreement. Such a problem may be cured if the offending provisions are amended so that they are consistent with the CFA Act or no longer contrary to it or removed altogether.

VFBV again makes clear that our interests in CFA employee enterprise agreements only extends to matters which may affect volunteers including; matters which may affect the nature of the CFA as a volunteer and community based fire and emergency service in which volunteers are supported by employees in a fully integrated manner; and the requirement for the CFA Board develops policy and organisational arrangements that encourage, maintain and strengthen the capacity of its volunteers to provide the CFA's services both now and into the future to operate in a changing risk environment.

We submit that with 97% of CFA's workforce comprised of volunteers and a statutory requirement that paid staff are to support volunteers in a fully integrated manner that this should be a key driver in determining the features of any industrial agreement including prescribed work arrangements applicable to paid employees of CFA. Unfortunately, our analysis of the proposed enterprise agreement shows this is not the case. Our analysis in the attached pages all too often demonstrate requirements and clauses of the proposed enterprise agreement that are inconsistent with the nature and operation of the CFA as well as powers of the Chief Officer and CFA Board as set down in the CFA Act. These inconsistencies need to be cured by suitable amendment or excision before the CFA Board or its agents can lawfully accept, adopt or process the operational staff enterprise agreement.

There has been some talk of the CFA Board merely waiving through the proposed enterprise agreement to a vote of the relevant staff and if supported by ballot submitting it to the Fair Work Commission (FWC) and allowing them to determine whether the subject enterprise agreement contains unlawful requirements, clauses or terms. The problem with this approach is (1) it would require the CFA Board to make a decision beyond its power (it cannot act contrary to the Act that establishes and empowers it) and (2) the FWC is constrained by its own Act in what it can determine as unlawful or objectionable terms; it cannot determine whether or not the contents of the proposed enterprise agreement are inconsistent with the CFA Act, that is a matter for the CFA Board and the state agencies to which the Board and its members are accountable, for example to the Auditor General, IBAC, parliament and the courts.

After the 2010 CFA-UFU Operational Staff Agreement was negotiated there was an outcry from CFA volunteers over the manner of its negotiation and several clauses that affected volunteers. Consequently, the CFA Act was amended in May 2011 with support from both the then Coalition Government and the Labor Opposition. Those amendments included the following which are directly pertinent to the consideration of the current proposed enterprise agreement:

CFA Act Statutory Obligations

6F Recognition of Authority as a volunteer-based organisation

The Parliament recognises that the Authority is first and foremost a volunteer-based organisation, in which volunteer officers and members are supported by employees in a fully integrated manner.

6G Recognition of the Volunteer Charter

The Parliament recognises that the Volunteer Charter—

- (a) is a statement of the commitment and principles that apply to the relationship between the Government of Victoria, the Authority and volunteer officers and members; and
- (b) requires that the Authority recognise, value, respect and promote the contribution of volunteer officers and members to the well-being and safety of the community; and
- (c) requires that the Government of Victoria and the Authority commit to consulting with Volunteer Fire Brigades Victoria Incorporated on behalf of volunteer officers and members on any matter that might reasonably be expected to affect them.

6H Authority to have regard to Volunteer Charter

The Authority must, in performing its functions, have regard to the commitment and principles set out in the Volunteer Charter.

6I Authority's responsibility to encourage, maintain and strengthen capacity of volunteers

The Authority has a responsibility to develop policy and organisational arrangements that encourage, maintain and strengthen the capacity of volunteer officers and members to provide the Authority's services.

It is a requirement that the CFA Board abide by these statutory obligations.

CFA Industrial Arrangements, Volunteers, and the Volunteer Charter

It has been VFBV's express position that we have neither the desire nor the right to be involved in legitimate CFA/union negotiations on pay and conditions for paid staff. Our interests are solely limited to those matters that affect volunteers including matters which may affect the nature of the CFA as a volunteer and community based fire and emergency service in which volunteers are supported by employees in a fully integrated manner and the CFA Board develops policy and organisational arrangements that encourage, maintain and strengthen the capacity of its volunteers to provide the CFA's services both now and into the future to operate in a changing risk environment.

It is the effect on volunteers that has created concern within our ranks about the impact of various CFA-UFU industrial arrangements, including the latest version provided to VFBV for consultation purposes. Any persons claiming that the current proposed EBA has no effect on volunteers, simply does not understand CFA or how it operates.

In saying this, we have always been cognisant of the UFU's legitimate role. As the paid agent of its members its role is to get the best deal possible for them including on pay and conditions. It is CFA's role (accountable to its volunteers, the public, and the Victorian Government and Parliament) to ensure negotiated arrangements are consistent with effective and efficient organisational arrangements for service delivery as a volunteer based organisation.

The obligation under the Volunteer Charter, first signed in December 2001, and legislated into law in 2011 for CFA to consult with VFBV (representing CFA volunteers) before decisions are taken on any matter that may affect volunteers, is an essential organisational mechanism that provides a check and balance to ensure informed decision making.

We contend that the Volunteer Charter is also an accountability mechanism on CFA leadership and management to its volunteers and the communities they represent.

There is no, and never was, an exemption from this obligation if the matters are considered "industrial". In fact, the genesis of the Charter was as a response to the CFA and State Government's negotiation of the 2000 CFA-UFU EBA and the need for a guarantee that volunteers would be fully consulted and informed on any future negotiations as a means to identify and address unintended consequences to volunteers arising from proposed industrial deals.

Too frequently, decision makers have discarded or discounted volunteers real and legitimate concerns over successive industrial enterprise bargaining agreements, characterising the matters as only pertaining between the employer and the employee. If CFA Operational EBA 's were only restricted to the pay and conditions of paid employees this would be true, but as has become increasingly more common, this EBA attempts to overrule the Chief Officers statutory powers and roles, and those of the Authority, and dictate existing and future CFA policy and structures, resource allocation and utilisation, key volunteer support programs and initiatives, and CFA's operational procedures and service delivery models - all of which in some manner affect volunteers. In effect, you have the UFU as the union as the representative of the relevant paid employees, overriding the decision making and policy formulation of the Authority, its Chief Officer and senior officers through an enterprise agreement, that becomes legally binding. This loss of management prerogative should not only be a concern to those who hold key statutory positions and roles throughout the sector, but should also be a critical concern to the Victorian Public.

Having said this, we believe it is important to volunteers that all of the paid staff who work with them in CFA, particularly front line workers with a responsibility and special role to support and work with volunteers to maintain, encourage and strengthen the capacity of volunteers to deliver CFA services, should benefit from industrial arrangements which recognise and reward their skill, dedication and performance in this special role. These aspects of the proposed EBA are not in contention.

Recognising and rewarding paid Staff

It is our view that the special and specific volunteer support and capacity building role that all CFA staff must perform, in parallel with whatever operational, technical, and administrative or other support role they are employed for, need to be better recognised, better supported with training and appropriately rewarded.

Further, we think it appropriate that CFA enterprise agreements would be better aligned to the CFA's statutory obligations regarding encouragement, maintaining and strengthening the capacity of volunteers to provide the Authority's services if they provided for a performance pay bonus system as a practical way of recognising paid staff commitment and achievement in furtherance to this volunteer objective.

We believe that a job with CFA should offer a career with opportunities for education, training and skill acquisition that enables advancement, allows for lateral movement between occupation categories, secondment to related organisations to broaden experience and provide for study arrangements for new qualifications that open up new employment opportunities.

For those who want it, or by changed personal circumstances need it, there should be opportunities for flexible work arrangements including job sharing, permanent part time work, evening and weekend work. Our organisation that owes so much to the families of volunteers and paid staff should be family friendly.

These things must go hand in glove as the reward for the performance of paid staff providing services to and otherwise supporting volunteers and contributing to CFA's objective of growing volunteer capacity.

These contributions need to be recognised in staff position descriptions and individual and group special efforts noted with affirmation in personnel files and be the subject of a CFA special recognition and awards system.

In short we need to recognise and celebrate the effort and performance of our paid staff from all parts of the organisation for their support of volunteers.

It is a sad observation that often the employees who provide direct and exceptional support services to volunteers and volunteer brigades, are over looked and under celebrated by CFA. They are all too often not equally rewarded in advances in pay and conditions that are being applied to the operation streams of employees. This disconnect is concerning to volunteers, and VFBV contends is a matter that should be explored and remedied as a matter of priority.

CFA Industrial Negotiation Volunteer Impact Assessments

CFA is a volunteer based organisation with 97% of its workforce being volunteers. It is an abject failure of management and leadership if the impact of a proposed EBA on the organisation's workforce is unknown particularly if it is generally thought to potentially restrict or otherwise limit the use, flexibility, capacity or capability of that workforce and therefore total cost to the organisation in addressing changed circumstances in the operating environment.

The negotiation of various industrial arrangements and Enterprise Agreements by CFA without a proper appreciation of their effect on volunteers (and other staff who are not a party to the negotiations) is a continuing issue for VFBV/volunteers.

As a matter of good management we can't understand how agreements can be struck without an impact analysis of the consequences for the organisation, and in the case of CFA on volunteers who make up around 97% of its workforce. We contend that such impact analysis must be part of all CFA industrial negotiations and proposed agreements to inform those managing the negotiations as well as the CFA Board which is responsible for final decision making on agreements. Such impact analysis where relevant should also be part of the consultation with VFBV on any aspect of the proposed agreement which may affect volunteers, providing legitimate 'ground truthing' of those assessments and impacts.

We also submit that changes to the workforce capacity or capability arising from such industrial agreements must be subject to a whole of emergency management impact analysis made public as a precursor to any final agreement.

EBAs (EAs), and other agreements by CFA have all too often incorporated features that work against volunteers, whether intentional or not.

The lack of clarity over proposed agreements, supposed unintended consequences of agreements made by the operationally inexperienced, what in the final analysis is lawful under state legislation and what is not, ignorance of statutory requirements, the deleterious effects on the power of the Chief Officer and the anomalous situation which allows registered EAs to override or circumvent state emergency management legislation including the CFA Act have all been evident in the negotiation and consideration of the subject EA. And these have all been exacerbated with the refusal of timely dialogue and information exchange as part of consultations with the overwhelmingly largest party in the CFA, its volunteers, leaving them in the dark with a direct effect on morale.

VFBV on behalf of CFA volunteers must be engaged in dialogue, information exchange and genuine consultation on matters that may affect them as part of CFA's negotiation arrangements, not leaving it to the last possible moment (if at all). If there are unlawful elements in arrangements, they should be addressed, regardless of whether it is contentious to do so or not. Determining the legality of arrangements should be done without fear or favour, as is the CFA and Government of Victoria's obligation to the Victorian public.

If there are elements in the arrangements that are fundamentally inappropriate for the future success or sustainability of a volunteer based CFA, then these must be remedied as soon as possible by negotiation or other lawful means. Such inappropriate arrangements can be quite debilitating for a volunteer based organisation such as CFA, often doing great damage to what should be strong and enduring partnerships between volunteers, their communities and paid staff.

If there are aspects of the arrangements that are open to conflicting interpretation, tighten it through genuine negotiation including arbitration as may be necessary, making sure that they are consistent with CFA's statutory obligations, and vary any agreement accordingly. Such actions will go some way to removing sources for potential conflict and disruption to the efficient and effective operation of CFA.

We also submit that it is important for CFA leadership and management to provide leadership in defence of volunteers and their rights (and other staff) when they are publicly assailed, such as during industrial confrontations. Otherwise matters can become enduringly divisive.

It has been our recent experience that CFA leadership and management have allowed public debate on industrial matters to call into question the role and capacity of volunteers without mounting a response to correct the record and defend the reputation and capacity of CFA volunteers. Rebuttal of such public attacks has been too often left by CFA to volunteers themselves or officers and staff of VFBV. The absence of CFA leadership in these debates is damaging and should not be repeated.

During potentially difficult negotiations we believe it is important for CFA to provide public leadership through regular authoritative non-provocative advice both inside the organisation to keep members informed and in the public domain as required to keep the record straight.

Volunteer Impact Assessment Key Matters that may impact upon volunteers arising

Volunteer impacts have been assessed across 8 key areas of concern, which have been scored across the clauses that have the potential to impact upon volunteers. These are;

1	Has the capacity to undermine CFA’s volunteer based model whereby volunteers and paid staff work in a fully integrated manner.
2	Has the capacity to undermine organisational support of volunteers (including training, equipping and supporting) and CFA’s responsibility to encourage, maintain and strengthen the capacity of volunteers to delivery CFA’s services.
3	Undermines CFA’s and Governments legal obligation to consult with Volunteers as comprehended by the Volunteer Charter & the CFA Act that requires genuine consultation with volunteers on matters that affect them before decisions are made.
4	Has the capacity to undermine and affect volunteers welfare and efficiency.
5	Has the capacity to undermine the existing functionality of volunteer firefighting services
6	Has the capacity to discriminate against volunteers
7	Has the capacity to undermine CFA Operational and Resourcing decision making which would affect volunteers
8	Has the capacity to undermine the ability of volunteers to deliver CFA services and/or diminishes or restricts the role of volunteers.

Matters Impacting upon Volunteers arising from proposed EB

VFBV submit that these industrial arrangements are inconsistent with or counter to appropriate organisational arrangements for CFA as a volunteer based organisation.

The offending arrangements sit at the heart of many of the problems raised. They are inconsistent with or run counter to the organisational arrangements and priorities necessary for CFA to meet its statutory role to “...encourage, maintain and strengthen the capacity of volunteer officers and members to provide the Authority’s services”.

To ensure that CFA meet this statutory requirement these matters must be dealt with effectively and expeditiously.

Underlying these issues is a failure of the industrial arrangements to recognise that volunteers are the core of CFA’s fully integrated approach to delivering its services, and that the key for an integrated and harmonious workforce of paid and non-paid members, which is critical to CFA’s success, is for there to be a sense of togetherness, equity and fairness in the arrangements reached with all parties.

Proposed Next Steps

VFBV believes that the subject agreement must be amended to meet the following criteria:

- does not offend or contravene the CFA Act, and in particular sections 6 of the Act or any other applicable State legislation
- does not in any way seek to limit, prescribe or influence in anyway consultation, discussion, negotiation or agreements between CFA and CFA volunteers/VFBV;
- make clear that the agreement does not limit or impede or in any other way affect CFA volunteers in the performance of their duties and activities within CFA;
- make clear that a primary role of paid staff in CFA is to support the maintenance and growth of CFA volunteer capacity and support & supplement volunteers in the provision of CFA services as required to benefit the community;
- incorporate this last point in all position descriptions (PDs) of CFA paid staff as a key objective and establish it as an accountability (key result area) in management and operational staff PDs;
- add to the selection criteria for all CFA managers and operations supervisors including OICs of integrated brigades and Operations Officers (Commanders), a selection requirement that states - 'An understanding of and experience in CFA volunteerism or similar and proven performance in working with volunteers';
- contain no barriers to volunteers undertaking any role or function as volunteers, including command roles with relevant authority over all CFA members under their charge, and for which they are trained to a standard determined and approved by CFA Chief Officer, as would apply to paid staff without distinction;
- remove any barriers to lateral entry employment of volunteers by CFA in any role they are reasonably judged competent to fill by CFA;
- does not regulate or impede brigade career staffing arrangements being determined by the CFA Chief Officer based on service need and in consultation with the relevant brigade;
- does not control or in any way interfere with the provision of non-operational support for volunteer brigades including as determined by volunteers;
- does not regulate the provision of uniforms, equipment, appliances and infrastructure to the detriment of volunteers or allow for public differentiation between career staff and volunteers who jointly comprise the CFA workforce and 'work as one';
- allows for provision of ready support and training of volunteers including the provision of externally sourced paid sessional trainers and assessors by CFA for volunteer and all CFA training;

Recognising that this may lead to further delay in paid operational staff members receiving what are largely agreed remunerative increases including allowances and other related employment conditions of individual paid employees we suggest that matters requiring further action be split or reserved from the other matters of a remunerative nature enabling these latter matters to be processed with all haste.

Impact Grid Summary

Clause number per CFA/UFU EBA 2016	CFA Act key impacts clause reference				
	6f	6i	6h	6g	27-30
3 'Objectives'	Red	Red	Red		Red
6 'Application of agreement and parties bound'	Red	Red	Red		
7 'Structure and Application'	Red	Red	Red		Red
8 'Relationship to Previous Agreements'	Red	Red	Red		Red
9 'Obligations'	Red	Red	Red		
11 'Definitions'	Red		Red	Red	
12 'Classifications, Career Paths and Opportunities'		Red		Red	
12A 'Senior Operational Personnel Rank Alignment'		Red			
13 'Appointment of Contractors'		Red			
14 'Community Support Facilitators'		Red	Red		
15 'Brigade Administrative Support Programs/Officers'		Red	Red		Red
16 'Volunteer Support Programs/Officers'		Red	Red		Red
17 'Community Education'	Red	Red	Red	Red	Red
18 ' Industry brigades'		Red			Red

Clause number per CFA/UFU EBA 2016	CFA Act key impacts clause reference				
	6f	6i	6h	6g	27-30
19 'MOUs'					
21 'Consultation'					
23 'Legislation and Reform'					
25 'Technological change'					
26 'Dispute Resolution'					
(Removed) 'Disputes regarding consultation'					
29 'Emergency Management Changes'					
31 'Climate'					
32 'Multi Agency Drills'					
35 'Work organisation'					
36 'Conduct Resolution'					
37 'Adverse Reports'					
40 'Employee Representation'					
41 'Policies'					
43 'CFA Systems Conditions'					

Clause number per CFA/UFU EBA 2016	CFA Act key impacts clause reference				
	6f	6i	6h	6g	27-30
44 'Necessary minimum staffing levels'					
45 'Greater Alarm Response System & Move-up System'					
48 'Secondment & Lateral Entry'					
49 'FF Registration Board'					
50 'Rostering'					
53 'Rehabilitation Units'					
58 'Disputes Panel'					
60 'Peer Support'					
66 'RIAT'					
67 'Marine'					
69 'UAV'					
76 'Joint Recruit Firefighter Recruit Course'					
77 'Training & Professional Development'					
78 'Water for Training'					
83 'Uniforms, appliances and Equipment'					



Clause number per CFA/UFU EBA 2016	CFA Act key impacts clause reference				
	6f	6i	6h	6g	27-30
85 'Email Access'					
88 'Infrastructure'					
92 'Allowances and Reimbursements General'					
124 'Conditions Applying to Recruit Firefighter to OM & Instructors and MCS'					
131 'Special Duties Roster'					
134 'Day Manning'					
139 Response to long distance deployments'					
140 'Fire Investigators'					
141 'Hazmat department'					
142 'Emergency Medical Response'					
143 'RAR'					
148 'Instructors'					
181-190 'Practical Area Drill Department Hours of Work'					
Schedule 1: Minimum Crewing Chart					
Schedule 5 + 6: Training Framework					

Clause number per CFA/UFU EBA 2016	CFA Act key impacts clause reference				
	6f	6i	6h	6g	27-30
Schedule 11: Classification Descriptions					
Schedule 20: List of Station Wear, Uniform & PPC/E					
Schedule 21: Lockup Arrangements					
Schedule 22: CFA Breathing Apparatus Procedures					
Schedule 23: RECEO					
Schedule 24: CFA Systems of Work					
Schedule 25: Appliance Schedule					



[More detailed comments per clause follows: \(Pages 14 - 131\)](#)

	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
3 'Objectives'								
Sub Clauses	Comments							
	<ul style="list-style-type: none"> The fundamental construct, objectives and detail of the proposed agreement fail to recognise the nature of the CFA as a volunteer-based organisation. (6F CFA Act) There is no reference in proposed agreement to it being subject to the statutory obligations, requirements and duties contained in the CFA Act. Make clear in the industrial instrument and all who would interpret it, that staff covered by the Agreement are working in a volunteer based service and that an important part of their role is to help maintain and grow CFA volunteer and therefore community capacity to plan, prepare, respond and recover from fire and other emergencies <p>VFBV suggested 3 clauses for insertion</p> <ul style="list-style-type: none"> The Act and related Victorian Legislation shall prevail Volunteers may perform duties (This has been added as 7A.2 but excludes Peer Support) S6F of the CFA Act be incorporated <p>Clause 7.10 illustrates the importance of the Objectives in interpreting the agreement</p>							
3.1 The objectives of this agreement are to develop a harmonious relationship between the parties and between CFA and employees including:	<ul style="list-style-type: none"> The structure and content of this agreement does not appear to promote the harmony sought by this clause 							
3.1.8 respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination	<ul style="list-style-type: none"> This agreement ignores the diversity of 97% of CFA's workforce (being volunteers) and is seen to actively perpetuate the discrimination against members based on their pay status, or what "stream" or classification of the workforce employees operate in. 							

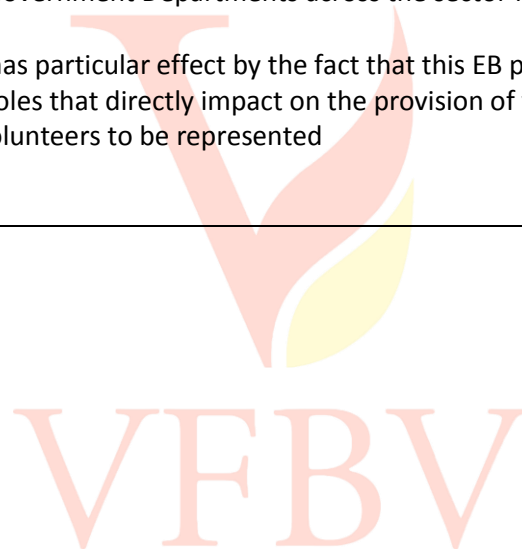
3.1.11 In implementing this Agreement the parties will act consistently with equal opportunity and anti-discrimination legislation.

- This agreement prevents volunteers being recognised for many internal appointments or career opportunities within their own organisation. It effectively prevents lateral entry and external applicants and actively discourages and sometimes prohibits people being promoted and appointed based on merit



	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
6 'Application of agreement and parties bound'								
Sub Clauses	Comments							
	<ul style="list-style-type: none"> • What is CFA's understanding of the process that the Emergency Management Commissioner will be playing that purportedly provides volunteers with an avenue to seek redress should elements of the EB impact upon volunteers, including; <ul style="list-style-type: none"> ○ What process and powers will the EMC have to ensure the genuine engagement and consultation with volunteers ○ To ensure CFA Act obligations are not overridden ○ To be able to intervene in Fair Work Commission in a timely manner • Is there a proposed statement of intent and/or agreed interpretation document that will affect the interpretation or application of clauses in the EBA? When will these agreements (if they exist) be provided to VFBV for discussion and consultation? 							
6.1.3 & 6.1.4	Attempts to cover all CFA employees regardless of if they are not covered by this EBA, including other existing classifications that are represented by other unions and employer representative bodies and covered under different EBA's.							
6.2 No third party can interfere	<ul style="list-style-type: none"> • CFA and UFU are the first and second parties to the agreement. VFBV and our members are classed as third parties and as such this clause seeks to eliminate VFBV and Volunteers from seeking to clarify and have changed clauses contained in the agreement which we regard as relevant to the interests of our members. • How can any consultation with volunteers be genuine if they don't have any right or ability to present their concerns via their established representative body, recognized in the CFA Act 							

	<ul style="list-style-type: none">• Has significant impact on CFA's ability to meet its statutory obligations under the CFA Act to consult with VFBV/Volunteers under the Volunteer Charter• This should only be acceptable if the agreement restricted itself to the pay and conditions (rostering & leave etc) of employees. This agreement clearly goes well beyond those matters• This effectively prevents volunteers having a say on issues that directly affect them, despite the fact they constitute 97% of the CFA's workforce.• Blocks third parties adversely impacted by the EBA, including volunteers, but also other agencies such as Vic SES and Government Departments across the sector from defending their rights or challenging such impacts• This has particular effect by the fact that this EB proposes to take over existing non-operational roles/employees and roles that directly impact on the provision of volunteer support/management/supervision with no means for volunteers to be represented
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Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
7 'Structure and Application'								
Sub Clauses	Comments							
	Is clause 7A as presented to us (v 17.4) the full extent of proposed protection for volunteers from alteration of their rights, roles and operations by the proposed EBA?							
7.2 (applies to all employees)	Attempts to reinforce 6.1.3 and encompass all employees.							
7.9 (interpreting as not beyond power)	Insists that application and interpretation should assume it is legal to do so, and not beyond power							
7.10 (interpreting the agreement)	Illustrates importance of Clause 3 Objectives							
7.11 (implement Royal Commission & Board of Reference decisions)	<ul style="list-style-type: none"> • Taken as a whole, and actually going through the recommendations, this agreement actively departs from many of the principles the Royal Commission stated were important for the Safety of Victoria • Attempts to cherry pick reviews, and is missing significant other reviews which relate directly to terms proposed in this agreement such as; Judge Lewis, Judge Jones, Garnock, and the Fire Services Review • The legislation list should include the Anti-discrimination Act and Equal Opportunity Act to strengthen the general statements in Clauses 3.11.1 and 3.2 							
7.11.1 to facilitate the exercise & performance of its powers & obligations...CFA Act 1958	<ul style="list-style-type: none"> • This agreement does not facilitate the exercise and performance of CFA with regard to sections 6f – 6l of the CFA Act 							
7.11.6 as above but for EM Act 2013	<ul style="list-style-type: none"> • This agreement specifically tries to block EMV reforms and efficiencies 							
7A.1 The Role of Volunteers	<ul style="list-style-type: none"> • This clause is deficient in its construct and provides limited relief, whilst providing no confidence in its protection of volunteers and their services at all. 							

	<ul style="list-style-type: none"> • Fails to recognise that CFA brigades do more than fight bushfires in remote and regional areas and either cleverly or by accidental omission ignores the fact that CFA volunteer brigades service a huge part of metropolitan Melbourne and provincial centres & townships across Victoria • Clause fails to specifically recognize the role of volunteers in the urban risk environment & provides them no protection • In so far as the principle that the general is overridden or qualified by the specific, <u>this provides no protection when other clauses contained in the EBA specifically contradict it.</u> • This statement demonstrates the lack of understanding of the role that volunteers play in their community. • Volunteers require a much stronger volunteer protection clause that cannot be overridden by other parts of the agreement and states any actions resulting from the application of the agreement, be it actual or perceived, that impacts on volunteers in their ability to provide any CFA service, role or duty is to cease and not take place
<p>7A.2 For the avoidance of doubt, except as provided in Clause 60 – Peer Support, nothing in this agreement shall prevent volunteers in the CFA from providing the services normally provided by such volunteers without remuneration</p>	<ul style="list-style-type: none"> • Peer Support is currently provided by dedicated, experienced and well trained PTA Staff and volunteers • The exception proposed by this clause to exclude Peer Support is in direct contradiction to the CFA Act and objectives written in this agreement in section three. • This clause provides a direct reduction in the role and duties which volunteers may perform and currently do perform <p>6I Authority's responsibility to encourage, maintain and strengthen capacity of volunteers The Authority has a responsibility to develop policy and organisational arrangements that encourage, maintain and strengthen the capacity of volunteer officers and members to provide the Authority's services.</p>

	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
8 'Relationship to Previous Agreements'								
Subclause	Comments							
8.1 Relationship to previous agreements	<ul style="list-style-type: none"> This clause is silent on the status of previous deeds of agreement. Of particular concern to VFBV is the previous deed between CFA/UFU re BASO's Previously, these deeds and side arrangements have been kept hidden <p>The Jones Inquiry outlined in detail the use of previous "Deeds of Agreement" to remove clauses that are "unlawful" for inclusion under the Fair Work Act, and have them incorporated into a common law deed, in Chapter 8 of his report.</p> <p>Excerpt from Page 84 of his report;</p> <p><i>Clause 14.1 of the 2010 Deed states that if a term of the 2010 EA, or any part of a term of the 2010 EA (Term) is void, unlawful or otherwise unenforceable:</i></p> <p><i>(a) As being an unlawful term as defined in section 194 of the Fair Work Act 2009; or</i> <i>(b) As being a term that is not a permitted matter as defined in section 172 of the Fair Work Act;</i> <i>or</i> <i>(c) As a result of any order, decision or declaration of a court; or</i> <i>(d) As a result of any order or decision of Fair Work Australia; or</i> <i>(e) As a result of any amendment to the provisions of the Fair Work Act or Regulations</i></p> <p><i>then to the extent that the Term is void, unlawful or otherwise unenforceable as a term of the 2010 EA, the Term shall be incorporated into and form a term of the 2010 Deed</i></p>							

	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
9 'Obligations'								
Subclause	Comments							
9.1 Obligations on the CFA	<ul style="list-style-type: none"> Volunteers have raised concerns this agreement places all the obligations on CFA – and there is no reciprocal obligations on the UFU such as obligations for consent not to be unreasonably withheld, or an obligation to respect the involvement of volunteers on matters that may impact them and enable volunteers to have input into decisions affecting them 							
9.1.3 If a term or condition of this agreement permits a party to do an act or thing, the CFA will permit that act or thing to be done.	<ul style="list-style-type: none"> Fails to state that such term or condition shall be subject to CFA's statutory obligations, requirements and duties under the CFA Act 							



Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
11 'Definitions'								
Subclause	Prompts							
11.5 Career Firefighter	<ul style="list-style-type: none"> VFBV do not accept the use of the term "Professional Firefighter." All CFA Firefighters are professional, some are paid and some are not. Volunteers feel this term is used to devalue the work they perform and the role they play in the organisation. (Revert to 2010 clause 11.10) There is no need for multiple terms, use one term to avoid confusion 							
11.15 Professional Firefighter	<ul style="list-style-type: none"> The inclusion of this clause does not provide any defined benefit to the agreement, other than to cause offence to volunteers, and therefore should be removed 							
11.24 Integrated Station	<ul style="list-style-type: none"> Does not acknowledge that an Integrated station is made up of both career staff and volunteers, and decisions or arrangements impacting on one will obviously affect the other An integrated station could be better defined as the Station being the infrastructure hub of a CFA Integrated Brigade where career and volunteer members prepare, train and collaboratively work seamlessly to deliver their shared community service obligations. The narrow definition used in this clause understates the importance of CFA's integrated Service Delivery Model. It fails to recognise or acknowledge the fabric of CFA's Integrated Service Delivery Model – Brigade members comprising volunteers working collaboratively and supported by career staff in delivering CFA's Community Service obligations 							

	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
12 'Classifications, Career Paths and Opportunities'								
Subclause	Comments							
	<p>On a general organisational workforce design note, for CFA this means that work arrangements (hours of work, rosters, responsibilities etc) workforce configuration (roles; position descriptions; human resource planning and deployment principles; promotion and reward frameworks; development and promotion systems) training and development; accountability frameworks; core governance processes; and leadership/management focus and so on should be intentionally designed and held accountable to support the CFA volunteer based and fully integrated culture and work arrangements.</p> <p>The review by His Honour David Jones (2011) covers these issues extensively and still provides a blue print for needed actions on many issues.</p> <p>It is VFBV's strong view that CFA's Career Paths and Opportunities, and general workforce design configuration does not meet the needs of a modern and flexible volunteer and community based emergency service.</p>							
12.2.10 Commander	<ul style="list-style-type: none"> • The employees performing this role have a direct impact on volunteers, yet volunteers have not been included in the discussions surrounding the proposed changes to this role • In aligning this role to a MFB Commander, the primary concern would be what happens to those aspects of the role unique to CFA like provision of volunteer support/management etc. CFA Commanders (Op's Officers) operate over much greater geographic areas and have responsibility and line management duties to all of CFA's volunteer brigades. This role is fundamentally different in both practice and design to the role that MFB Commanders perform. • It is unclear what impact this has on the Regional Commander (OM) role/title 							

<p>12.2.21 Manager Community Safety</p>	<ul style="list-style-type: none"> • This is an existing PTA employee role, and a very important role to volunteers and volunteer brigades • CFA has spent considerable energy over the last few years to encourage brigades to embrace the preparedness/prevention activities, and not just focus on suppression. This change does not appear to advance this approach • An MCS is a non-operational role, and does not involve operational firefighting, and thus fails the test of 12.1 (inherently dangerous nature of firefighters' duties) • This agreement proposes that all future MCS's have to be drawn from the OM pool (12.3.25). This will effectively prevent lateral entry and merit based selection for this role and will also effectively block experienced and qualified volunteers and/or civilians from applying for this important role • For years, there has been reports of poor support for Community Safety Activities and lack of support by local management for the new volunteer Community Safety Coordinator (CSC) positions. With now over 600 volunteer CSC's sitting on brigade BMT's these roles will need strong support to build brigade capability • This position has previously required; Extensive experience in community development, education & engagement, management of significant and complex service delivery programs in community development, education and engagement, experience in complex policy work, and a tertiary qualification being desirable. There is limited segments of existing station based staff training that focus on community safety, meaning future people drawn from the OM pool will not likely have the desired levels of skills and knowledge to execute key functions of an MCS role • The proposed promotion structure would suggest this may become a holding pool for Operation Manager's who can no longer perform the role of OM
<p>12.3 Classification & Rank Progression</p>	<ul style="list-style-type: none"> • Stipulates no person can be employed without first entering the CFA at the classification of recruit. This has a significant impact on Commander (OO), Operations Manager, Instructor, Communications Technical Service Officer, Fire Service Communication Controller, Protective Equipment Technician, PAD Operator, PAD Supervisor and Manager Community Safety • Unnecessarily enforces an employment prerequisite of employment as a station based career firefighter, which discriminates against suitably qualified and experienced CFA volunteers and external applicants

	<ul style="list-style-type: none"> Will severely limit the technical skills pool of roles that require technical (non firefighting) skills and experience and places a significant restriction on the pool of people adequately skilled and experienced to perform these roles
12.3.24 Manager Community Safety	<ul style="list-style-type: none"> See 12.2.21
12.8 (progression)	<ul style="list-style-type: none"> Unclear how competencies and time served is weighted. Concern this prevents the best person for the job (based on merit) for management positions (Commander & OM appointments). These roles require more weighting to be given to people/HR, volunteer and management skills and experience over time served (read in conjunction with 12.9)
12.10 (minimum SO/SSO establishment ratio)	<ul style="list-style-type: none"> This could have a significant impact on Strike Team and long duration deployments
12.11 (vacant positions arising)	<ul style="list-style-type: none"> Provides no opportunities for volunteers to apply. Volunteers are only considered external applicants, and would only apply if there are no “internal” appointments via clause 21. These arrangements are deeply offensive to volunteers and ignores their considerable qualifications and experience from being considered for paid positions within their own organisation.
	<ul style="list-style-type: none"> Volunteers have become increasingly concerned about management positions being incorporated into successive restrictive and overly prescriptive EBA’s <p>From Publication “The First 12 Months – Fair Work Act Bargaining Provision, July 2010” Page20 refers to a case between MFB and UFU with the UFU wanting to cover senior management positions all in one agreement. Full bench comments relevant are;</p> <p><i>The MFESB relied in particular on what it alleged to be a conflict of interest between management employees and those whom they manage. Speaking generally, there can be no doubt that such a conflict exists. ... In a world of corporations the employee manager stands in the shoes of the employer for many purposes including dispute prevention and resolution and the negotiation of terms and conditions of employment. We accept the potential for an entrenched conflict of interest to arise based on managerial responsibility if agreement coverage of operational employees extends into the senior management ranks. ”</i></p>

Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
12A 'Senior Operational Personnel Rank Alignment'								
Subclause	Comments							
12A.1 (common rank structure)	<ul style="list-style-type: none"> There has been no process for volunteer input into alignment of rank structures or discussions around what that will mean in the field Deep concern that current proposals may not give due consideration to the significant differences in culture, structure and operation, especially volunteer management and the outcomes of alignment on items critical to CFA's volunteer and community based model 							
12A.2 (senior operational personnel)	<ul style="list-style-type: none"> Concern that this attempts to include Assistant Chief Officers (by omission) which is a senior management position, and not a classification in this EB 							
12A.3 (principles)	<ul style="list-style-type: none"> Harmonization (a) ignores that officers operating within CFA have significant duties and obligations to the volunteer workforce which is not a consideration for MFB ranks or PD's Common PD's (c) ignore volunteer workforce considerations of CFA Officers All previous reviews and inquiries have placed significant emphasis on the differences in culture and operation between the CFA and MFB and the importance of CFA's volunteer culture to its service delivery model and community safety outcomes 							
12A.5 (conciliation and arbitration)	<ul style="list-style-type: none"> Deep concern that when a matter is referred to FWC for arbitration, there is no process or ability for volunteers to be represented in those discussions 							
12A.9	<ul style="list-style-type: none"> Stipulates any new senior operational ranks or personnel need to be covered by this agreement VFBV has significant concerns at senior management being covered by this agreement (With reports about the recent behaviour of some senior officers during the current dispute, pointing to some very obvious conflicts of interest between their management roles to the organisation and to volunteers, in deep contrasts 							

to their industrial roles and activities

- As volunteers report through the chain of command, officers in these positions have a significant impact on volunteers, yet there has been no way for volunteers to have input or say into these matters



Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
13 'Appointment of Contractors'								
Subclause	Comments							
	<ul style="list-style-type: none"> • VFBV position is this is not a permitted matter. 							
13.1 Appointment of Contractors	<ul style="list-style-type: none"> • Restricts CFA from providing a flexible and agile workforce in volunteer brigades that may need a limited level of short-term or part-time support • CFA is unable to provide support to volunteer brigades to address gaps provided by the full-time pool at times required by brigades due to restrictions in the number of evening and weekend shifts that can be provided by the fulltime workforce. (eg: Volunteers have greater need of training and management support during evening times and on weekends yet this agreement prescribes very prescriptive hours of work for these key roles, often mon-fri during business hours – which is not usually when volunteers need them) • History shows UFU is likely to block experienced CFA volunteers being used as contractors, even when there is a demonstrated need • Has the potential to create serious issues during incidents where there could be implications and uncertainty about the use of contractors (ie: Deploying plant and heavy machinery contractors to construct fire breaks etc) • Could prevent CFA from utilising private firefighting capabilities – e.g.. Defence establishments, plantations etc., when tackling large incidents. Limits the Chief's ability to request and deploy available assets as needed. 							
13.1.2 (i) (appointment of contractors)	<ul style="list-style-type: none"> • Requires a minimum of 3 months notice to the union for consultation over contractors which prevents CFA being able to respond to urgent or emerging volunteer support needs or resources needed for urgent response 							
13.2.1 (adverse impact)	<ul style="list-style-type: none"> • Stipulates that any engagement of contractors may have an adverse impact on the health and safety of employees 							

*From Publication "The First 12 Months – Fair Work Act Bargaining Provision, July 2010" discusses "permitted matters" in agreements, and quotes example of Australia post vs CEPU on 12 Oct 2009, the union was persuing an agreement provision which would require Aus post to advertise every position internally and to only contract out a position if it was not wanted by an Australia post employee. **Full bench found this was not a permitted matter.** "Terms restricting or qualifying the employer's right to use independent contractors are not matters pertaining to the employment relationship."*



Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
14 'Community Support Facilitators'								
Subclause	Comments							
	<ul style="list-style-type: none"> This clause was first introduced in the Ops EBA in 2000 and was used to terminate the CSF classification. It has been rolled over in each subsequent EBA. The clause bans CFA from contracting or employing any person to undertake CSF or similar duties. It also bans any classification or position performing similar duties ever in the future. The CSF program was designed to deliver what brigades and the CFA identified as a priority need and that is to provide local level, flexible and adaptive support to high risk, high service demand and vulnerable communities because of location and demography. The focus of the role was to build community and volunteer capability – an excellent, cost effective support role celebrated by volunteer brigades fortunate enough to have access to it. This approach is consistent with the priorities identified by the Victorian Bushfires Royal Commission. CSFs worked at local brigades under the direction of the brigade Captain at their assigned brigade undertaking a range of tasks and projects to build local brigade and community capability and also to build the partnership effort between the brigade and local community. In particular, at a community level CSFs carried out a community education and development role to build preparedness, capacity, resilience and a shared responsibility for their own safety. In the 2000 EBA negotiations UFU argued for their abolition on the basis that they objected to CSFs because they were contract labour provided by a labour hire company, that some CSFs responded to call-outs (as volunteers at the brigade at which they worked) acting as cheap firefighters and all the work they performed was work covered by career firefighter position descriptions. They claimed that CSFs should be replaced by career firefighters. The UFU successfully lobbied the Bracks Opposition in 1999 to come out against these positions. The decision to terminate the positions was taken in the first months of the Bracks government in 2000. How it is that an industrial body or an industrial agreement can destroy such a program when CSFs had nothing to do with the paid firefighter workforce? It would have been more reasonable if the UFU accepted an arrangement whereby CFA agreed that CSFs role was not to undertake firefighting during work hours and convert them to 							

	<p>direct employment with CFA. But UFU were adamant that the role CSF's performed was a role that a firefighter should perform.</p> <ul style="list-style-type: none"> The wording of the 2000 EBA clause (which is rolled over into the current EBA as clause 70) was accepted on the basis of two new CFA classifications being created – BASOs to carry out administrative and organisational support for volunteer brigades and Community Education Firefighters (CEFFs) to provide local community education. It was agreed that those employed as CSFs could translate into these new classifications. In the case of CSF staff transitioning to CEFF positions they were required to undertake recruit firefighter training. The duties of BASOs and the community education role of CEFFs had been part of the duties of CSFs. CEFFs have ceased to exist as a classification.
14.1 (classification abolished)	<ul style="list-style-type: none"> Perpetuates the UFU's long running ban on any volunteer brigade being supported by Community Safety Facilitators despite volunteer brigades repeatedly pointing out that this brigade support initiative is still regarded as one of the most successful volunteer support initiatives ever This was a non-operational classification, and should have no scope for inclusion under this Operational EBA
14.2 (operation stream of firefighting)	<ul style="list-style-type: none"> Stipulates this position corresponded to the operational stream of firefighting. It did not.
14.3 (not pursue)	<ul style="list-style-type: none"> Attempts to ban any future consideration of this role

Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
15 'Brigade Administrative Support Programs/Officers'								
Subclause	Comments							
15.1 Given the agreed impact of such programs and roles on persons covered by this Agreement, the parties have agreed that the CFA will consult and reach agreement with the UFU under clause 21 on any change to structure of any Brigade Administrative Support Programs impacting on employees...	<ul style="list-style-type: none"> • What are the “agreed impact of” BASO and Volunteer Support program by persons covered by the proposed EBA? (referenced in clauses 15 & 16). VFBV continues to contest that the BASO and Volunteer Support Programs are not appropriate inclusions in the Operational EBA and are fundamental volunteer support programs. As such any changes to these programs impacts on volunteer brigades across Victoria. Including of the BASO and VSO clauses in this EBA is a direct contradiction of the Premiers and Ministers assurances that the proposed EBA has no effect on volunteer brigades. • These positions were introduced in 2000 to provide administrative and organisational support for volunteer brigades and were to replace CFA’s 64 CSF positions. They are intended to be brigade based, whether working for a single brigade or a local cluster of brigades. Current industrial arrangements set out in two Deeds of Agreement between CFA and UFU signed 20 August 2010 enable the UFU to dictate the location, hours of work, duties, position selection criteria, and primary objectives of their role as well as restrict their volunteer activity if they are a CFA a volunteer. • BASO positions were intended to replace 64 CSF positions. We understand that government funding was provided to employ an additional 50 BASOs under a special resourcing arrangement in 2000 but that CFA subsequently reduced that number to an additional 22 BASOs. On that basis there should be at least 86 BASOs deployed to support volunteer brigades. From available advice we understand that there are currently around 70 BASOs. According to advice received from members, many are now based in regional offices doing administrative duties for Region/District staff other than brigade duties for volunteers - which they were appointed to do. • BASOs have always been classed as administrative, non-operational staff. However, from the creation of this classification the UFU sought arrangements to control the location and scope of work to be performed by BASOs which impacts directly on volunteer utilisation of these employees. • Industrial arrangements contained in a Deed of Agreement between CFA and UFU signed in 2007 spell out limits on the work locations as well as hours of work and duties which may be performed by BASOs despite being a non- 							

	<p>operational classification. Further, BASOs who are CFA volunteers are restricted in their volunteer activity by the Agreement.</p> <ul style="list-style-type: none"> • The industrial arrangements regarding BASOs agreed by CFA with the UFU in the 2010 Deed of Agreement went further with a requirement that any replacement or new BASO position can only be appointed in accordance with a position description agreed between UFU and CFA. Position descriptions cover such things as the primary objectives of the position, duties and key result areas and selection criteria for the positions. VFBV believe that these arrangements are extremely inappropriate for such non-operational positions that are supposed to be dedicated to volunteer brigade support. • There is no scope in the arrangements for volunteers to have an input into these matters. • It is VFBV's strong view that the BASO program should be restored to its intended purpose and strength as brigade based administrative and organisational support personnel for volunteers and their brigades and that the industrial controls over this classification under the UFU Deeds of Agreement should be terminated.
15.1 (consultation)	<ul style="list-style-type: none"> • Requires consultation via Clause 21 on any change to structure of any Brigade Administrative Support Programs and Officers including any changes to their role or PD • This is one of the key provisions of volunteer support to brigades • BASOs are not an operational position within the CFA, they are administrative roles employed to work with volunteer brigades. • They are precluded from being appointed to integrated brigades under the terms of the CFA-UFU Consolidated 2007 Deed of Agreement. • Intent of previous versions 17.1 (and all before it) and previous Deeds have made the UFU's intent for these roles clear • VFBV rejects this clause in its entirety. Impacts on employees by way of reporting lines are dealt with by operation of consultative arrangements in the agreement.

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| | <ul style="list-style-type: none">• If reporting lines provides the basis for this classification being referenced, then consideration to changing reporting lines should be given. Reporting lines were recently changed from Managers Community Safety to OO's with no consultation with VFBV. If by way of reporting to OO's gives the union the basis to take over these vital volunteer support roles – then VFBV will advocate for BASO's reporting to Brigade Captains & Group Officers as they used to under the CSF model |
|--|--|



Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
16 'Volunteer Support Programs/Officers'								
Subclause	Comments							
16.1 Given the agreed impact of such programs and roles on persons covered by this Agreement, the parties have agreed that the CFA will consult and reach agreement with the UFU under clause 21 on the structure of any Volunteer Support Programs impacting on employees...	<ul style="list-style-type: none"> What are the "agreed impact of" BASO and Volunteer Support program by persons covered by the proposed EBA? (referenced in clauses 15 & 16). VFBV continues to contest that the BASO and Volunteer Support Programs are not appropriate inclusions in the Operational EBA and are fundamental volunteer support programs. As such any changes to these programs impacts on volunteer brigades across Victoria. Including of the BASO and VSO clauses in this EBA is a direct contradiction of the Premiers and Ministers assurances that the proposed EBA has no effect on volunteer brigades. 							
16.1 (consultation)	<ul style="list-style-type: none"> Requires consultation via Clause 21 on any change to structure of any Brigade Administrative Support Programs and Officers including any changes to their role or PD VFBV and Volunteers are excluded in these discussions. This is one of the key provisions of volunteer support to brigades 							
16.2 (operational stream of firefighting)	<ul style="list-style-type: none"> Stipulates VSO's correspond to the operational stream of firefighting. They do not. 							
16.3 (career firefighter in each catchment)	<ul style="list-style-type: none"> Career firefighter in each catchment to assist the Commander provide volunteer support. There is no process for volunteers to be involved in these discussions 							
16.4 (administrative reporting line)	<ul style="list-style-type: none"> Concern this will have significant impacts on current Volunteer Support Programs (run centrally by the Brigade Sustainability Team and those within Learning & Volunteerism) It is unknown what impacts this will have on COFT restructure arrangements 							
16.5 (all groups reporting to)	<ul style="list-style-type: none"> Given the commitment for this EBA to not impact on volunteers, this clause has no place in the EB The reporting arrangements for groups is a matter between them and CFA 							

	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
17 'Community Education'								
Subclause	Comments							
	<ul style="list-style-type: none"> • The history of this clause parallels that of the CSF / BASO arrangements described above. The community education functions of CSFs was spun off into the new classification 'Community Education Firefighter/Fire Officer' in the 2000 EBA with former CSFs who elected to train and qualify as firefighters transitioning from CSFs to the new classification. • There are two concerning aspects to this clause – under its terms CFA's work of community education appears exclusively the preserve of career firefighters/fire officers (no other paid staff) and only when such staff are unavailable the task is to be performed by volunteers • If applied, this clause relegates volunteers to the role of backup rather than providers of equal standing to paid career staff. This is hardly in keeping with the CFA being a volunteer based fire and emergency service and seems inconsistent with the principles of the findings and recommendations of the Bushfire Royal Commission. • The Victorian Bushfire Royal Commission concluded that the provision of community education and information on fire was a primary task of the CFA. In one form or another, local volunteer brigades have been providing such services for generations. It is an important role for volunteer brigades and non-operational volunteers. It is a role which is carried out by volunteers and non-operational classifications within CFA. In our view the current clause is both inappropriate, and with reference to the CFA Act, unlawful. The meaning and lawful effect of this clause, particularly in light of recent amendments to the CFA Act, needs to be formally clarified and action taken as required. • All CFA members (staff and volunteers) have a role in community education. The provision of community education is a core role of CFA and must have the reach that is only achievable locally by the primary engagement of volunteers and trained staff • This clause may result in the delivery of sub-standard information to the community via non local paid firefighters delivering fire prevention and awareness information to areas they are unfamiliar with. Local volunteer brigade members have, obviously, local knowledge. Having to defer to staff firefighters to deliver community education, 							

	<p>prevention and awareness campaigns before local brigades means only generalised information is likely to be given. Local brigades can tailor that information to suit the particular typology and demographics of their area. There will be greater community benefit to have trained local members delivering education to their communities.</p>
<p>17.1 (fundamental role of modern firefighters)</p>	<ul style="list-style-type: none"> • Agreed – and is fundamental to ALL firefighters both volunteer and paid. Any attempt to prevent or restrict local firefighters educating their local communities should not be accepted. Community education is a fundamental responsibility of all CFA members.
<p>17.2 (volunteers used only when staff not available)</p>	<ul style="list-style-type: none"> • This clause infers that volunteers can only deliver community education when career firefighters are not available • Volunteers already provide these services, and it is well accepted that local people delivering to local communities has a significant improved outcome on community engagement activities • This devalues and excludes the existing volunteer contribution • This ignores the PTA staff who currently work alongside brigades to deliver these activities very effectively • The inflexible on station model and restrictions placed on station based staff delivering these programs makes provision of Comm Ed through on-shift station staff unworkable (including new minimum crew levels on appliances)
<p>17.4/5/6 (community education firefighter)</p>	<ul style="list-style-type: none"> • These clauses ban the stream “Community Education Firefighter” which was developed to cover CSF’s

	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
18 'Industry brigades'								
Subclause	Comments							
18.1	<ul style="list-style-type: none"> • This clause says CFA will not rely on the existence or alleged capacity of any industry brigades, emergency brigades or other private emergency teams • Provides a significant disincentive for industry to partner with fire services • A fundamental shift from CFA's shared responsibility principle • Diminishes capacity and value of industry brigades to operate and exist • May also have an impact on DELWP responses and capacity • This clause interferes with CFA resource planning, which is the role and responsibility of the CFA Chief Officer • In many areas, brigades work closely with industry brigades. Any external interference with these brigades could affect the efficiency of deployments. • Industry brigades have a critical role in fire suppression and prevention in support of local brigades and the current CFA model of partnerships should continue • Existing Industry Brigades are supported in many cases by well-trained employees who wish to share responsibility with their local brigade for their local risk. This clause devalues their important and effective work 							

	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
19 'MOUs'								
Subclause	Comments							
	<ul style="list-style-type: none"> Requires agreements and MOU's to be reviewed by the UFU/CFA Consultative Committee MOU's are made under Common Law and should not be under the purview of this agreement If there is a dispute over such matters it is presumably subject to the dispute resolution clauses of the EBA which means the dispute can be ultimately determined by Fair Work Australia – volunteers not represented in any dispute. MOU's between other volunteer bodies such as Australian Volunteer Coast Guard and the State Emergency Service (SES) who provide front line response services would all be subject to this review MOU between CFA and DELWP would also fall into this review There is no capacity for VFBV, volunteers and the volunteer representatives of other agencies to be directly involved in these discussions Based on past experience, likely that not even the agency representatives of those other agencies will be allowed to be directly involved in those discussions Reference to Clause 21 on any proposed new memorandums of understanding further diminishes management prerogative of CFA discharging its statutory powers and working cooperatively with other agencies under the all hazards all agencies framework of EMV 							

	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
21 'Consultation'								
Subclause	Comments							
	<ul style="list-style-type: none"> What process will CFA be using to ensure VFBV and volunteers are genuinely consulted on matters arising from the EBA's Consultation and Dispute Resolution processes (Clauses 21, 26, 27 and 58) <p>In all organisations but even more so in a volunteer based organisation, the importance of genuine consultation and engagement of volunteers in decisions that affect them cannot be overstated. A failure to genuinely consult with or listen to volunteers and under-utilisation of the knowledge and experience of volunteers is an area that still requires significant attention despite being clearly identified as a priority for improvement by most recent reviews/inquiries.</p> <p>Volunteers also express deep frustration about restrictive industrial agreements and the impact these have on creating inequity between consultative arrangements for paid staff versus those for volunteers. Volunteers have no interest in the pay and conditions of paid firefighters and respect the rights of paid firefighter unions to negotiate hard for the best possible pay and conditions for their members. Volunteers also respect the rights of paid staff to be consulted about matters that affect them or about matters where their expertise could make a productive contribution to decision making.</p> <p>The CFA and EM sector as a whole needs to be able to consult with both paid staff and volunteers openly and on a level playing field. Volunteers do not accept second class treatment or differential outcomes for volunteers and paid staff simply because volunteers aren't paid. Industrial agreement clauses that restrict CFA's ability to genuinely consult with all parties or restrict CFA management's ability to make decisions after weighing the results of consultation, have caused significant concern in recent years and these issues need to be resolved.</p> <p>CFA must be able to consult with both paid staff and volunteers as equals. Notwithstanding the need to ensure due and fair process is followed, CFA must have the ability to make timely decisions and no industrial agreement or secret side agreements should give a union the power of veto over CFA management decisions or create processes that lock volunteers out of the discussion.</p>							

- Consultation arrangements are essential to CFA as a volunteer based organisation capable of fulfilling its public safety obligations.
- CFA volunteers are neither employees nor stakeholders in the CFA; they essentially and practically are the CFA. Their sense of personal commitment and investment of time and effort comes in part from their sense of shared ownership of the organisation as well as a commitment to public service.
- The availability and practice of meaningful and effective consultation is how volunteers participate in CFA decision making. Where they may not seek to personally be active participants in the process, the knowledge that it is there and used by their elected representatives underpins their consent to the rules, policies and procedures that are necessary for the organisation to function.
- Consequently, it is directly relevant to their retention as active CFA members. The more decisions are imposed on volunteers, particularly by arrangements with an external body to their organisation, the less likely they will be to actively participate and even continue as members

From the Fair Work Ombudsman Best Practice Guide

Since 1 January 2010, all modern awards have included a model consultation clause which is triggered where employers propose to introduce 'major workplace change'. Those clauses require employers to consult with employees who are likely to be significantly affected by the change.

- The clauses proposed by UFU requires consultation on any change, and by construct either directly or indirectly requires agreement depending in the clause.
- Historically the reason provided to vary the modern award has been the 'dangerous nature of firefighting'. This could be covered by using the Modern Award conditions and inserting a clause that covers any changes that may have a definable evidence based impact on the safety of personnel
- The Consultation Committee process does not have a mechanism to enable consultation with CFA volunteers about decisions which affect CFA volunteers, and actively prevents CFA from genuinely consulting with Volunteers on these matters, and in fact by taking the decision making authority away from CFA, makes it impossible for volunteers to be genuinely consulted
- The Consultation Committee process fails to utilise the experience and organisational knowledge of the CFA volunteer workforce to be included in the process, reducing the quality of decision-making, and contributing

	<p>to division between CFA volunteers and paid firefighters</p> <ul style="list-style-type: none"> • Key concerns to volunteers are; How will the consultative process identify issues that impact on volunteers and how will volunteer representatives be notified of pending discussions to identify and advise on volunteer impacts? • The proposed process creates a ‘work to rule’ culture within the organisation which has the potential to have a significant impact on volunteer morale (welfare & efficiency). The experience of MFB work to rule practices during the Hazelwood Fire is a recent example. • The wording of the clauses around consultation explicitly excludes any reference to volunteers, or processes to include consultation of effects of the disputed clause of the EBA on volunteers. Because the CFA Act recognises that the organisation is predominantly a volunteer organisation supported by paid employees, all consultation processes within the organisation, including those described in EBA’s, needs to include volunteer consultation and robust volunteer impact assessments to ensure outcomes to not negatively impact on volunteers. • The proposed EBA nullifies the consultation of volunteers; that is while the CFA must consult volunteers, there is no requirement for the UFU to consider their input. However, the CFA, via the consultation committee must come to an agreement with the UFU, potentially overriding any full, meaningful and frank discussion of issues/proposals that have been had with volunteers. Given the raft of operational and managerial issues / proposals that the UFU seeks to require 'consensus' on, the impact to volunteers is without question. Paid firefighters do not work in isolation from volunteer firefighters; it naturally follows that anything that has an impact on paid firefighters will impact volunteers as well.
21.3.1	<ul style="list-style-type: none"> • Consultative Committee is comprised equal number of CFA and UFU representatives therefore any consensus decision involves both the CFA and UFU representatives to agree thus providing effective veto to the UFU
21.5.1	<ul style="list-style-type: none"> • Committee operates on the basis of consensus
21.5.11	<ul style="list-style-type: none"> • Establishes 9 sub committee’s

21A Dispute Resolution Officer	<ul style="list-style-type: none">• The Dispute resolution officer must be <u>agreed</u> between CFA and UFU. This officer monitors the consultation process. The Dispute Resolution Officer's only role is to supervise "consultation." They have no role of effect on the actual matter in dispute.
21A.1	When notified, the Dispute Resolution officer arranges a meeting within 7 days between CFA CEO and UFU Secretary to resolve by consensus
21A.2	<ul style="list-style-type: none">• If not resolved, refer the matter to FWC pursuant to the dispute resolution clause.• There is the mistaken belief that FWC can then make a ruling as to the subject matter. This is not correct. All the Commission can do in a dispute about consultation is <u>make orders about consultation</u>. (Roe C in UFU vs MFESB [2013] FWC 4758)



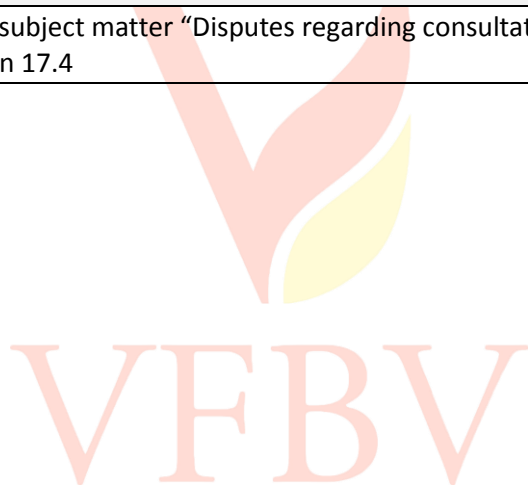
ADDED								
Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
23 'Legislation and Reform'								
Subclause	Comments							
	<ul style="list-style-type: none"> Requires CFA to consult via Clause 21 on any proposed change from legislative, statutory rules or regulatory changes or reform (including public sector reform) and further requires that CFA submission to government <u>must be consistent with the outcome of consultation</u> Provides effective <u>veto</u> over CFA submissions to government and has a serious impact on CFA's ability to act as a statutory authority and provide unfettered advice to Government Provides effective <u>veto</u> over any submissions, and provided a filter/blocker to any submissions that may propose to improve or support volunteers 							
"Any position likely to constitute a major change or significant effect on employees which the CFA may put to government in relation to such change <u>must be consistent with the outcomes of consultation</u> "	<ul style="list-style-type: none"> Tries to dictate what a Statutory Authority can submit and provide to Government and Ministers of the Crown Provides VETO over proposals the UFU do not agree with and prevents those being raised with Government 							

	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
25' Technological change'								
Subclause	Comments							
	<ul style="list-style-type: none"> Any technological change to be implemented through Clause 21 consultation process Example of Volunteer availability for campaign fire deployments last fire season, which was purportedly resisted by the UFU which significantly impeded its rollout. (This system is designed to allow all members to indicate their availability for deployment so that CFA Chief can determine what resources are available, including for interstate deployments, Strike Team deployments and IMT shift availability Volunteers are concerned about what the process will be for technological change that will have a significant benefit for volunteers (as above) if it is then to be determined and implemented through this clause. Just about any technological change effects an employee in these current times, therefore opportunities for volunteers to leverage from technology advancements is potentially hampered by this clause 							



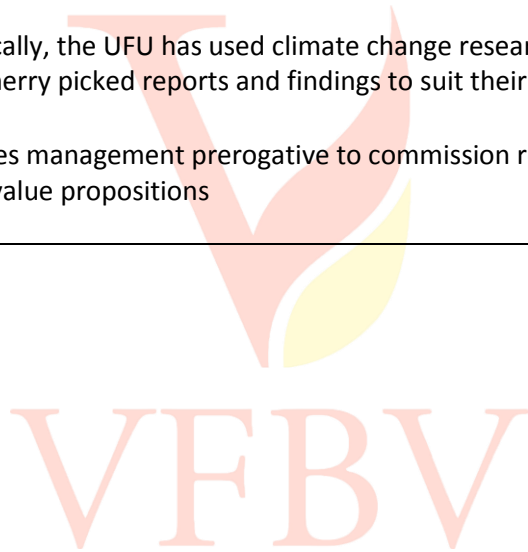
Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
26 'Dispute Resolution'								
Subclause	Comments							
	<ul style="list-style-type: none"> Any dispute between CFA and UFU has potential to disadvantage volunteers 							
26.1/2/3	Steps 1 to 3: Dispute submitted to immediate supervisor/senior officer + CFA IR delegate							
26.2.4	Steps 1 to 3 concluded within 10 days							
26.2.5	Step 4 – meeting between employer, employee and union within 7 days							
26.2.6	If not resolved – referred to FWC							
26.4	While all above steps occur and any subsequent appeal – status quo must apply							
26.7	A decision of FWC under this clause may be appealed as a right to Full Bench. Dispute is not resolved until any appeal is determined.							
	<ul style="list-style-type: none"> Effectively “management of CFA by committee”. It removes the ability of CFA management to make decisions, but does not remove their accountability for management of the organisation This clause provides no incentive for union to agree with CFA position on any matter, with status quo provisions applying for the whole duration including any appeals process This clause excludes volunteers from the resolution process for disputes that may impact on them Volunteers and VFBV have no process to be advised and have input into disputes involving matters that may impact on volunteers, and no way to appear at FWC who could be the arbitrator of the dispute These clauses will result in CFA and the UFU having to attend Fair Work on any and all matters in dispute (no matter how trivial) diverting CFA officers and management from their duties 							

This clause has been removed from version 17.4									
	Key areas of concern								
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8	
(Removed) 'Disputes regarding consultation'									
Subclause	Comments								
	This clause subject matter "Disputes regarding consultation" that has previously been clause 27, has been removed from version 17.4								



ADDED								
	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
29 'Emergency Management Changes'								
Subclause	Comments							
29.2 (changes to align to emergency management arrangements)	<ul style="list-style-type: none"> • CFA must consult on any changes arising from the 'Victorian Emergency Management Reform White Paper' and also anything from the principle of an 'all hazards' approach. • This clause may prevent CFA from complying with a directive to align its procedures to State emergency management arrangements • If Emergency Management Volunteers advocate or agree to changes through the VCF (Volunteer Consultative Forum), that are across the sector, the UFU can now block those changes being implemented within CFA • Potentially impacts on EM Act and Statutory powers of the EMC • Has EMV's provided an impact statement of this clause? 							

	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
31 'Climate'								
Subclause	Comments							
31.1	<ul style="list-style-type: none"> • CFA must consult under the strict definition of consult under Clause 21, on any research, consideration, planning and preparation for changes in Emergency Management • Historically, the UFU has used climate change research to exclusively advocate for increased staffing levels, and have cherry picked reports and findings to suit their agenda • Removes management prerogative to commission research that may have significant volunteer, public safety and public value propositions 							



ADDED								
	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
32 'Multi Agency Drills'								
Subclause	Comments							
32.1 (multi agency drills or training)	<ul style="list-style-type: none"> • The clauses also attempts to cover 'training' involving employees • Volunteer Officers (and Groups) frequently arrange multi-agency drills for emergency response preparation and exercising • This is unworkable as border brigades combine to drill and most vol brigades train with SES, AV, Coast Guard, St John etc. Burn camps with DELWP, Parks Vic, interstate brigades and other related agencies would be seriously curtailed by the unnecessary interference. Operational employees frequently assist and support these activities. • CFA will now be required to seek UFU approval through the operation of clause 21 for any mutli agency drills encompassing employees • The Chief Officer will need to now always ask permission to run multi agency drills • Knox Group arranged a multiagency appliance display for April 2012, which was planned 6 months in advance. Three days prior to the event, the UFU lodged a grievance saying the MFB did not consult with the UFU (and therefore had not agreed) on it attending the display, and activating status quo provisions via the dispute resolution process, thereby preventing the MFB from attending the event. • In May 2011, Bayswater brigade held a small scale interagency drill involving CFA and MFB. 30 mins prior to the event, the UFU lodged a grievance, with the MFB not being allowed to attend. • In November 2011, CFA and MFB took part in Exercise Fudo (for the 6th year running) which is a large scale deployment exercise designed to test operational readiness prior to the fire season. It is the largest exercise in the southern hemisphere for a multi-agency exercises. Six days before the event, the UFU lodged a grievance with the MFB saying it had not been consulted, with the UFU requesting that no MFB appliances were to be sent to 							

	CFA Volunteer Fire Stations in Mt Eliza and Narre Warren as part of the drill. The MFB complied, as it had no choice in order to continue to participate in the exercise.
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Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
35 'Work organisation'								
Subclause	Comments							
35.4 All employees covered by this agreement shall only report to operational employees under this agreement or at the rank of DCO or CO when responding to fire alarms or incidents under this agreement <u>except</u> in the case where the incident is a level 3 multi-agency incident or to a CFA/MFB incident controller at an incident.	<p><u>There are differing interpretations of how this clause applies, and some question if it does in fact even allow volunteers to act as Incident Controllers at Level 1 and 2 incidents.</u></p> <p><u>Scope</u></p> <p>The wording of this clause can be interpreted as; Employees can only report to volunteers during fire alarms or incidents for;</p> <ul style="list-style-type: none"> • A Level 3 Multi-Agency incident • A Level CFA or MFB 1/2/3 Incident Controller <p>In effect, this would mean volunteers serving in the following positions would not be able to direct or have supervision of employees at level 1 and 2 incidents (comprising 99% of CFA annual incidents) as the following Operational Command Roles of;</p> <ul style="list-style-type: none"> • Deputy Incident Controllers • CFA Commander • Division Commander • Sector Commander • Task Force Leader • Strike Team Leader • Crew Leader • Staging Area Manager • Safety Officer <p>Refer to Jones Inquiry page 187, Diagram 31: Role Development Pathway for Operational Team Positions, which details all operational role pathways for members involved in incident management.</p>							

Volunteers would also be prevented from directing or supervising employees in Incident Management Team functional roles for Level 1 and 2 incidents encompassing; Safety, Planning, Intelligence, Public Information, Operations, Logistics and Finance.

This clause would also prevent CFA employees from taking directions from other members recognized by the CFA Act (s30A) such as officers and employees of Parks Victoria and the Department of Environment, Land, Water and Planning. It is very common for CFA to support these agencies for level 1 and 2 fires on Crown land.

Incident Management Impacts

This clause creates a fundamental change to incident control and management.

- **Chief Officers Standing Order 9.00** (Fire and Incidents – Management of) states: “1. All fires and incidents shall be managed in accordance with the principles of the Incident Control System of AIIMS.”
- **AIIMS** (Australasian Inter-Service Incident Management System) is the nationally recognised system of incident management for the nation's fire and emergency service agencies and is founded on five fundamental principles which guide the application of the system; (1) Flexibility (2) Management by Objectives (3) Functional Management (4) Unity of Command and (5) Span of Control
- AIIMS by definition does not recognize Rank or Employment Status (paid vs unpaid) for its Functional Management, and depends on suitable qualified, endorsed and experienced members being allocated functional roles
- Clause 35.4 offends AIIMS principles 1, 3 and 4.
- Specifically overrides Jones Inquiry **Recommendation 36**: *The CFA, in consultation with the VFBV and volunteers, explore and develop initiatives whereby more volunteers are qualified to participate in Incident Management Teams*
- Specifically overrides Jones Inquiry **Recommendation 37**: *The CFA, in consultation with the VFBV and volunteers, explore and develop initiatives whereby qualified volunteers may be more utilized in Incident Management Teams*

Contradicts CFA and Chief Officer Policy and Procedures

This clause is contrary to existing CFA and Chief Officer Policy and Procedures.

- Is contrary to **Chief Officer Standing Order 8.00** – Chain of Command
 1. *Every CFA brigade or group of CFA brigades and all officers and members of brigades or groups shall be under the order and control of the Chief Officer.*
 2. *The Chief Officer has a range of powers under the Country Fire Authority Act 1958 and other legislation, some of which may be delegated to other CFA members*
 3. *The delegation of powers applies to a CFA member acting in a position or office to which the delegation has been made*
- Is contrary to **Chief Officer Standard Operating Procedure 8.01** – CFA Commander (CFA as Support Agency)
CFA Commander is defined by this SOP as: A CFA member with overall management of CFA resources at a fire or incident for which CFA is a support agency.
 1. *A person shall be identified as the CFA Commander for each fire or incident where CFA is a support agency, except where multi-agency bushfire arrangements are in place.*
 2. *The crew leader of the first arriving appliance at a fire or incident for which CFA is the support agency is the CFA Commander*
 3. *The CFA Commander shall: (3.3) Take command of all CFA resources*
 5. *Members endorsed as Incident Controllers in accordance Chief officer's SOP 8.03 – Incident management team Members – Endorsement of, are also endorsed as CFA Commanders for the same incident levels.*

Volunteers regularly and routinely operate as CFA Commanders when supporting the MFB into the Metropolitan Fire District, as per the CFA/MFB memorandum of Understanding.

- Is contrary to **Chief Officer Standing Operating Procedure 8.03** – Incident Management Team Members – Endorsement of
 1. *The Chief Officer automatically endorses Captains, Lieutenants, Station Officers, Senior Station Officers and Leading Firefighters as level 1 incident controllers*
 2. *The Chief Officer annually endorses a number of CFA members to undertake: (2.2) For Level 2 incidents – the role of incident Controller*
 3. *The District Operations Manager, under delegation from the Chief Officer, shall endorse a number of CFA members to undertake: Division Commander, Sector Commander, Strike Team Leader, Staging Area manager, Safety officer and; functional management roles in Level 2 incidents other than the Incident Controller*
 4. *The Officer in Charge brigade will endorse a number of brigade members to undertake the role of Crew Leader*
 7. *The nomination and selection of CFA members for endorsement to undertake role sin Level 2 and 3 IMT's shall be based on competencies , other endorsements, experience and an assessment of the member's aptitude for the*

role

- Is contrary to **Chief Officer Standard Operating Procedure 9.12** – Incident Management Structure
1.1 *All fires and incidents shall be managed in accordance with the principles of AIIMS*
1.3 *The Incident Controller should ensure that local brigade and group members are integrated into the incident management structure wherever possible and appropriate*
- Is contrary to **Chief Officer Standard Operating Procedure 9.29** – Strike Team/Task Force/Support Force – Role, management and Deployment
4.3 *The Strike Team Leader is responsible for supervision of the strike team*
4.4 *All directions from the IMT to the strike team are made via the Strike Team Leader*
4.5 *Strike teams operate as a team unless otherwise determined by operational activity requirements and authorised by the Incident Controller*
7.1.3 *Strike Teams shall: Remain under the command of the Strike Team Leader at all times*
- Is contrary to **CFA Organisational Value of Together**;
“We work in and promote inclusive teams”

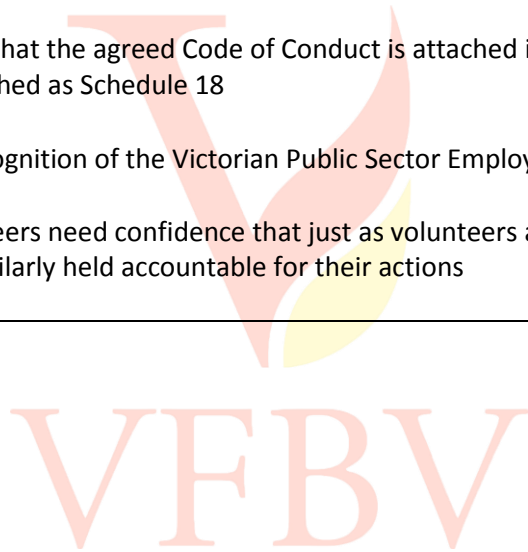
Is discriminatory of volunteers

- Limits capacity of qualified volunteers involved in Level 1 and Level 2 incident management roles other than the Incident Controller
- Ignore volunteers routinely operating as Divisional Commanders, Sector Commanders, Task Force Leaders, Strike Team Leader, and Crew Leaders
- Ignores senior volunteer ranks such as Group Officers who are routinely used for functional roles at level 1 and 2 incidents
- Sectors are frequently used at Level 1 Structural Fires in the heavily urbanized environment to sector parts of a fully involved structure. Operation of this clause would prevent local volunteer officers from running sectors that paid staff were deployed to
- Would ignore the ‘CFA Commander’ function when responding to multiagency Level 1 and 2 events, such as volunteer brigades who frequently respond in support of the MFB and assume the CFA Commander role of CFA resources at those incidents.

- | | |
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| | <ul style="list-style-type: none">• Example of employees refusing to take directions from volunteer Sector Commanders (who were working under a staff Incident Controller) during Hazelwood incident, which required a memo signed by both agency (CFA & MFB) Chief Officers stating that it was permitted |
|--|--|



ADDED								
	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
36 'Conduct Resolution'								
Subclause	Comments							
36.2 (agreed Code of Conduct)	<ul style="list-style-type: none"> States that the agreed Code of Conduct is attached in Schedule 18. It is not – only the Conduct Resolution Process is attached as Schedule 18 No recognition of the Victorian Public Sector Employees code of conduct Volunteers need confidence that just as volunteers are held to the Volunteer Code of Conduct, that employees are similarly held accountable for their actions 							



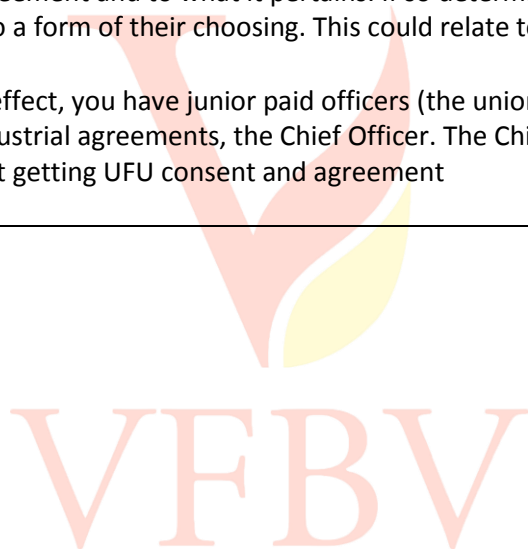
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Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
37 'Adverse Reports'								
Subclause	Comments							
37.1 (provides that no adverse report about an employee shall be placed amongst the records or papers relating to an employee...An adverse report will contain a date, no longer than 12 months, after which the adverse report will cease to be relevant. At that time, the report and all copies will be returned to the employee and no other copy shall be kept by the employer)	<ul style="list-style-type: none"> Concerns that if there are serious breaches, that go to a pattern of behaviour or go to the character of a person, that CFA will not have the ability to record and document serious offences An example of significant concerns would be if there were any adverse reports relating to any matter involving a CFA Junior Member (persons under 18), which would prevent CFA from exercising its duty of care to these members VFBV understands that it is fairly common for CFA District & Regional Offices to keep personnel files on volunteers. OO's and OM's have frequently defended their importance in their ability to provide effective HR management in their catchments, and to better support brigades with HR matters. VFBV fails to understand given these advantages, and why if these files are so important to effect HR management for volunteers, would CFA agree to expunge all employee files after 12 months for even serious incidents? 							
37.2 An adverse report means a report in writing which is placed in an employee's records, files 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.	<ul style="list-style-type: none"> By definition – these advisers reports include “serious misconduct or a serious breach of discipline” The length of time these reports are kept on file should be determined by their seriousness, and the nature of the offence in order for CFA to comply with its duty of care to provide a safe workplace for all its members 							

ADDED								
Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
39 'Employee Activities'								
Subclause	Comments							
	<ul style="list-style-type: none"> Ensures employees cannot be dismissed, demoted or prejudiced or be the subject of any other act to their prejudice by reason of their status or activities as representatives of the UFU, or their participation in activities of the UFU This would be fair and equitable if career staff provided volunteers with the same reciprocal arrangements Many volunteer brigades have been the subject of prejudice by some career offices for their participation in the CFA Volunteer Motorcade of Support for the Minister Jane Garrett, and associated activities. Reports of some Integrated Brigades posting records of attendance on their brigade notice boards detailing any brigades that attended, and then refusing to support those volunteer brigades with BA cylinder refilling, and OO's threatening adverse future decisions should brigades become involved in VFBV activities are two examples Volunteer protection for volunteer activities will be a matter pursued with CFA to ensure volunteers are not the subject of prejudice for their similar right to be free to associate and to stand up for themselves 							

ADDED								
Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
40 'Employee Representation								
Subclause	Comments							
40.1 The parties recognise the right of employees to freedom of association. In recognition of this right, the UFU will have unrestricted access to sending correspondence inclusive of bulletins via the CFA email system.	<ul style="list-style-type: none"> • The UFU has no right to access nor distribute information to volunteer members, or employees covered by another union. • In order for CFA to meet its duty of care to volunteers, it cannot provide access to volunteer email addresses via the CFA email system • Volunteer contact details and RMS records are covered under the Privacy Act, and must not be shared with a third party with whom they have no relationship or jurisdiction over • CFA is on notice, that it will be liable for any miss-use of its systems (including unlawful use) caused by providing this 'unrestricted access' 							
40.6.2 Access to workplaces under this clause shall be authorised for the purposes of consulting with UFU Shop Stewards...	<ul style="list-style-type: none"> • Require OIC approval and/or notification and/or supervision of any entry of a shop steward acting in that role into volunteer workplaces – in particular fully volunteer stations. • Should restrict itself to only those stations where career staff have been appointed 							

	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
41 'Policies'								
Subclause	Comments							
	<ul style="list-style-type: none"> • What process will CFA be using to ensure VFBV and volunteers are genuinely consulted on matters arising from discussions initiated by Clause 41? • This overrides any decision of the Chief Officer or Policies approved by the CFA Board • The wording of this clause effectively prevents the alteration of any except through the processes set out in clause 21 of the EBA – Consultative Processes, which will require consensus. • Removes management prerogative • Disputes arising from the consultation processes are subject to the disputes resolution procedures of the EBA. • Despite the impact of these policies on volunteers we are precluded from participating in these policy negotiations because we are not a party to the EBA. Industrially agreed policies on matters such as PPC, station wear and equipment, all have an impact on CFA volunteers but can only be altered by agreement between UFU and CFA. • Other similar policy arrangements exist in regard to training, appliances and fire station design and construction. In all of these matters volunteers are excluded as a result of industrial arrangements • Diminishes the CFA's ability to flexibly alter policies and requires that the UFU must agree. This will impact volunteers, as the CFA is likely to be constrained by processes and may only be able to achieve outcomes that are favourable to the UFU. SOP's are included and have a direct and significant impact on volunteers. • CFA loses the authority to govern and operate based on the Act and the Statutory obligations it contains. 							

	<ul style="list-style-type: none">• Goes further to define as procedures, business rules, directions, standing orders, SOP's, Operational Work Instructions or any like document kept or promulgated by the CFA to their employees.• Really significant clauses that give effective veto to changes to any policy or other document, work instruction, SOP, directive etc. UFU will need to agree before any change can occur.• Will be almost impossible to administer if as history reveals, the withholding of consent by UFU is frequent and often over trivial matters.• Impacts significantly on volunteers and the Authority in general as there is no end to the level or depth of agreement and to what it pertains. If so determined the UFU could oversee and approve all documentation into a form of their choosing. This could relate to all matters that the CFA considers.• In effect, you have junior paid officers (the union) effectively overriding through prescriptive and directive industrial agreements, the Chief Officer. The Chief Officer will now be powerless to make decisions without first getting UFU consent and agreement
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Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
43 'CFA Systems Conditions'								
Subclause	Comments							
43.2.1 The Greater Alarm Response System	<ul style="list-style-type: none"> Determines a major change to CFA Policy and the Service Delivery model by the implementation of GARS within 12 months. Comments relating to GARS will be addressed as part of Clause 45. What is the model of a Greater Alarm Response System (GARS) being proposed to be implemented within CFA. How will a CFA GARS approach operate in practice? Has CFA completed an analysis of the volunteer workload created by such an approach, and if so can you please provide this analysis for volunteer consideration. 							
43.2.2 RECEO	<ul style="list-style-type: none"> RECEO procedures are part of CFA's Operational Directives, Guidelines and Chief offices Directives through Standing Orders and SOP's. They equally apply to all firefighters – not just career. Operational procedures, are the sole domain of the Chief Officer's Statutory Powers, and should not be overridden by inclusion in an EBA. By including these things in an EBA means volunteers do not have an ability to be genuinely engaged in consultation and decision making about any changes. Including this in the EBA restricts how volunteers can be consulted about any changes to this SOP, and binds the Chief into the EBA consultative processes for any change, and clause 41 states that changes may only be made by agreement. Union has effective veto over a change affecting all volunteers in the integrated workforce. 							
43.2.4 CFA Breathing Apparatus Procedures	<ul style="list-style-type: none"> BA procedures are part of CFA's Operational Directives, Guidelines and Chief Officer's Directives through Standing Orders and SOP's. They equally apply to all firefighters – not just career. Operational procedures, are the sole domain of the Chief Officer's Statutory Powers, and should not be overridden by inclusion in an EBA. By including these things in an EBA means volunteers do not have an ability to be genuinely engaged in consultation and decision making about any changes. 							
43.2.6 Appliance Safe Crewing	<ul style="list-style-type: none"> Overrides the Chief Officer's determination and flexibility of what should constitute appliance crewing. By way of implication, this also prevents volunteers being counted as part of the crew This is in total disregard to responsibilities of Chief Officer to deploy appropriate resources to an incident. There is no evidence that these procedures will in any way improve public safety. They are not in accordance with 							

	<p>accepted international standards.</p> <ul style="list-style-type: none"> • You cannot apply hard and fast rules to emergencies. Each incident demands a measured response based on local intelligence and experience. Volunteers work in this environment constantly. • Minimum manning on Strike Teams or Task Force Appliance impedes the ability to cross crew the appliance with a combination of career staff and volunteers • POD vehicles are designed to drop POD's to fire grounds. Minimum manning of 5? Some current POD trucks only have seating for two people. This will require all POD trucks to be crew cab.
<p>43.2.7 Dispatch of minimum of seven firefighters to fire ground incidents</p>	<ul style="list-style-type: none"> • What is the model that CFA is proposing to meet this obligation; <ul style="list-style-type: none"> “seven professional firefighters to fireground incidents are dispatched before commencement of safe firefighting operations...” (District 2,7, 8, 13, 14, 15 and 27) including; <ul style="list-style-type: none"> ○ Flow on workload operational and fire ground safety implications for volunteers and volunteer brigades ○ Step up implications and additional workload implications for volunteer brigades and volunteers at integrated brigades ○ Impact on support availability to volunteer brigades currently supported by integrated brigades • Impact on integrated brigade paid firefighter crews being more frequently dispatched out of primary brigade service area on volunteer workload and primary service area risk exposure etc. • Will have a significant impact on hundreds of brigades who are supported by Integrated brigades or support into them • <u>Will remove CFA's policy of single brigade response (Code 3) to incidents where there is no imminent risk to life or property</u> • MFB is currently the only fire service in Australia that still responds two appliances to power lines down, wash away's and other non-urgent incidents. CFA is now being forced to do the same. 15 tonne fire trucks covering great distances for no increased risk or hazard will simply put Victorian road users and firefighters at increased road accident risk for no service delivery benefit. (CFA protocols already require 2 trucks to be dispatched to serious incidents – so this policy only has the effect of increasing responses to all <u>minor</u> incidents)

- This will have a significant impact on the workload of current CFA Integrated Brigades, (day and night) and those surrounding them, with two truck responses from all Integrated Brigades for all calls, increasing the number of false alarms and nuisance calls. This will have a significant impact on firefighter morale (both paid and volunteer)
- Completely ignores volunteer capacity or capability, with volunteers not counted or recognised
- This is impractical, is not cost effective and could lead to appliances running back and forth as calls are tended to over a wider area - this based on CFA's current "hub and spoke" method where a staff appliance responds in support of a Volunteer station
- Fails to recognise the existing Chief Officers Standing Order 11.4 which states "when the preferred minimum of four(4) firefighters are on scene of a fire or incident, there is no restriction placed on activities that the incident controller may direct them to undertake, other than the established procedural requirements for the safe operation of any equipment and/or activity."
- Assuming current assignment tables are maintained, an extra staff appliance will be dispatched to ALL incidents paid staff attend, primary or support. This will likely mean that volunteer brigades will be displaced from supporting into integrated areas and supporting neighbouring volunteer brigades by paid staff, including MFB appliances. By being ignored and not counted will cause a drop in morale, loss of expertise/experience, drop in recruitment and the eventual demise of many of these brigades. Interestingly, it is these brigades which supply the majority of the CFA's surge capacity. Damage these volunteer brigades and the surge capacity will be lost.
- In particular other outer metropolitan districts will be impacted with multiple brigade responses to all fires/incidents irrespective of response need or risk.
- It is considered that Regional areas will suffer further impacts with CFA needing to either increase minimum manning at integrated stations or establish more integrated stations to satisfy the EBA requirements.
- Volunteers at Integrated Brigades will have no operational response purpose and/or severely impacted with no means to respond, with future processes likely to mean when the volunteers arrive at their integrated station, there will be no primary appliances left for them to take
- Operational or managerial justification for the staff numbers are not provided. This flies in the face of even the most basic principles of good, sound management practice especially considering this is a public service fully funded by the taxpayer

43.3 (non compliance with any of these conditions will constitute an unsafe system

- The EBA (a legal document) will now define anything less than 7 paid firefighters being dispatched as 'an unsafe system'. This has significant OH&S implications and will be used by the union to apply this standard to any brigade in the state that it wishes to move into.



	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
44 'Necessary minimum staffing levels'								
Subclause	Comments							
	<ul style="list-style-type: none"> As we understand it there was no genuine needs assessment or impact analysis carried out by CFA prior to the Government's commitment to employ the additional 350 firefighters, or the 342 before that VFBV supports the integrated model of paid staff working with and in support of volunteers and supplementing them on the basis of need. We do not support the way the appointments are dictated under industrial arrangements including the EBA. The deployment of new paid career staff under this clause is contrary to the continuum of brigade support approach agreed by CFA with VFBV. The 'CFA Operations Directorate Human Resource Planning Principles for CFA Brigades' is supposed to be the framework and principles determining additional support for brigades whether that be administrative support, support with volunteer recruitment, leadership support, targeted training support, support with community education or as the case may be paid fire fighter support (including daytime, temporary or seasonal not just 24/7 manning). The EBA tries to also suggest in vague terms that there is a link between the Royal Commission and the additional staff by citing a reference in the VBRC report which was actually the commission reflecting on the evidence of a UFU witness. VFBV notes that there was <u>no recommendation</u> from the Royal Commission for additional paid career firefighters for CFA (or MFESB). In fact the Royal Commission reflected favourably on the capacity of CFA volunteer firefighters to handle the work load in a professional manner. Again the EBA suggests that the deployment of new firefighters is linked to the decision of the industrial Merriman Disputes Panel on station staffing in April 2009 where he recommended on staff for deployment across 25 brigades. Even that link is expressed in vague terms which and it is extremely difficult to relate the Merriman decision to 342 new staff from 2010 and the 350 from 2014 The employment and training of the new career staff as provided by the clause affects volunteers in a range of ways – It is significantly expensive: the cost pressures/budget impact of these new positions must affect 							

the availability of funding for volunteer investment (equipment, training, appliances and fire station replacement, upgrades and maintenance), support and development initiatives; and, impact on the availability of relatively scarce training resources and facilities. They will simply replace existing volunteer capacity on many jobs with no increase in public safety or outcomes

- CFA are yet to provide an operational assessment or needs analysis that justifies the appointment of 350 new career firefighters as agreed despite repeated requests by VFBV since the commitment was first made known (and in fact repeated requests for transparent, needs based brigade support planning, in consultation with brigades and based on the full suite of support options, including other than paid firefighters, well prior to the EBA negotiations).
- As far as we know there is no genuine needs analysis that drove the deal; it was simply a political/IR fix to placate the UFU.
- To volunteers, the ramifications of this deal and the manner it was negotiated are:
 - Deterioration in trust by many volunteers toward the leadership of CFA who are held responsible for this illegitimate deal, its secretive conduct and, the failure to abide by the consultation provisions of the CFA Volunteer Charter;
 - A massive and ongoing financial impost on the CFA budget to meet the costs of these new appointments including wage and on costs, additional training costs, equipment and infrastructure costs including fire station construction and refurbishment costs to accommodate the additional staff;
 - Consequent reduction in funding available for volunteer priorities to meet service requirements;
 - Diversion of CFA training staff resources and use of facilities to the heavy training program required by the deal;
 - Consequent reduction in training resources and access to training facilities for volunteers;
 - More career staff to crew fire appliances in place of volunteers and crowding some brigade volunteers out of their response role because CFA will have to find some way of using the additional staff.
 - No advantage for flexible deployment of staff because of Day Staffing provisions in the EBA and the requirement that new staff deployment be incorporated in Schedule 1 of the EBA thereby creating

	<p>higher minimum shift staffing levels for each relevant brigade which have to be filled by CFA (using new staff); and,</p> <ul style="list-style-type: none"> ○ Inescapable pressure for appliance based crewing to the exclusion of volunteers ● Any future deployment of the 350 additional fire fighter positions should not occur without prior consultation with volunteer brigades and VFBV in accordance with the principals and obligations set down in the Volunteer Charter. Deployment must not occur until all other options for maintaining and strengthening volunteer and community capability in accordance with the CFA Operations Directorate - Human Resource Planning Principles for CFA Brigades (the 'brigade support continuum') have applied and found to be unsuccessful. ● Prior to the deployment of the 350 additional positions CFA needs to achieve the capacity, through whatever industrial negotiations are required, to deploy the resources in such a way as to get best value for money, maximize public safety benefit to the community, and most appropriate support depending on local situation. This includes an ability to deploy resources on a day time (week day or seven day week), seasonal or temporary basis. CFA must have the capacity to deploy the resources targeted to the specific needs of the brigade in accordance with the CFA Human Resource Planning Principles for Brigades ('the continuum of support'). ● Will have a significant impact on overtime budgets which historically has been used as a reason to have to cut internal CFA budgets in other areas ● Will have a significant impact on career staff not being released from shift because someone has called in sick or is late. The shift will now risk being taken completely 'offline' due to unavailability of a single member of the crew ● Any increase and/or Volunteer stations transitioning to paid staff stations should be under the control and direction of the Chief Officer and, with the best interests of the community in mind. ● There should be consultation with all stakeholders but the ultimate direction should come from the Chief who is charged with the responsibility to provide fire service delivery in the state. Any failings, real or perceived, in fully volunteer stations should be addressed, but to specify actual numbers and locations within an Industrial agreement is a clear demonstration of the UFU trying to run the organisation.
<p>44.7 (requires 6 Commanders to be on an on-shift roster per district)</p>	<ul style="list-style-type: none"> ● Will have a significant impact on continuity for volunteer brigades

	<ul style="list-style-type: none"> On shift rosters are normally very prescriptive and are not flexible, creating artificial barriers of these members being available when volunteer brigades need them
<p>44.8 The CFA will supply response time data and staffing/equipment variations to the UFU on a monthly basis to be considered by the parities</p>	<ul style="list-style-type: none"> Provides the UFU the ability to demand response time data and volunteer response on any volunteer station in the State. This is not their role – it is the role of the Chief Officer. The UFU will simply use this data to target volunteer locations for their next expansion With CFA already achieving above 90% Service Delivery Standards (SDS) results year on year, it is worth noting the additional allocation of staff to amongst others - the existing 34 locations, will have no effect on current SDS results for those brigades, and thus no community or public safety benefit for a gigantic cost. There does not appear to be any cost/benefit analysis in the public domain <p>The Victorian Auditor-General’s Report “Emergency Service Response Times (2015)” undertaken to assess how accountable emergency service organisations (and others) are for their response time performance.</p> <p>Relevant findings from this review are:</p> <ul style="list-style-type: none"> Targets which relate to the number of minutes for emergency services to arrive at a structure fire are based on outdated scientific research from 1987. Current response times set for performance standards do not necessarily reflect better outcomes or service efficiency. Response times do not represent the extent of emergency response activity or adequately describe emergency service performance. <p>The work of fire services extends well beyond responding to fires and this must be considered in relation to assessing resource requirements and protecting Victorian communities, this issue is complex and requires significant consideration of all aspects of the work undertaken.</p>
<p>44.10 The Employer will provide complete transparency and access in relation to all emergency response and service delivery information, data and materials, including but not limited to JCK data and reports.</p>	<ul style="list-style-type: none"> JCK reports give a complete breakdown of a brigades response activities, including personnel attendance. Including all fully volunteer brigades. Clause 44.9 affects resource allocation and deployment, which affects volunteer responses and resources. No volunteer consultation is provided within the 'Resources Allocation & Deployment Advisory Panel'. Further, the UFU is given power under 44.12 to increase staff numbers based on 'perceived risk' rather than statistical or evidentiary data. This will affect volunteers in brigades that are deemed to be in the 'perceived risk'

	category. Additionally, 44.15 may prevent integrated brigades from working in an 'integrated' manner, due to the cross-crewing restrictions, as this may not include volunteers.
44.11 The RADAP will monitor and make recommendations to the CFA UFU Consultative Committee on any proposed change to brigade classes	<ul style="list-style-type: none"> • Brigade classes are done over all of CFA's 1,220 brigades. The CFA will now be required to consult with the UFU over any proposed change to any volunteer brigade's classification
44.14 The CFA will meet its duty of care by ensuring that there are four professional career firefighters on all appliances except as where agreed as provided in the Charts in Schedule 12 as applicable from time to time and clause 43.2.6	<ul style="list-style-type: none"> • Mandates minimum crewing can only be done by paid firefighters. • Ignores volunteer capability and actively prevents cross crewing between career staff and volunteers • Discriminates against volunteers
44.15 There will be no cross crewing of any appliance unless otherwise agreed by the parties	<ul style="list-style-type: none"> • In CFA – cross crewing refers to the ability to have composite crews made up of career staff and volunteers. • This clause specifically discriminates against volunteers • In MFB – cross crewing refers to the rule that MFB may only roster an employee on a specific truck – and is not allowed to then move them to another truck. Whilst this is a CFA agreement, the similarities with MFB agreements imply that the UFU have simply copy and pasted MFB terms into this agreement without realizing the fundamental differences between MFB and CFA
44.19 The parties acknowledge the need to increase firefighting resources and note that the Victorian Bushfires Royal Commission's final report makes reference, at 10.6.2, to the need to increase the number of career firefighters and integrated stations	<ul style="list-style-type: none"> • The Royal Commission made no such recommendation or finding • This continual citing of a reference in the VBRC report which was actually just the commission reflecting on the evidence of a UFU witness. There was no recommendation from the Royal Commission for additional paid career firefighters for CFA (or MFESB). In fact the Royal Commission reflected favourably on the capacity of CFA volunteer firefighters to handle the work load in a professional manner.
44.20.1 ...the Chief Officer has determined that additional employees and positions are required as specified in clause 44.20.2	<ul style="list-style-type: none"> • The Chief Officer has not determined that • In fact, the last two Chief Officers have categorically stated they did not determine this need, and it is not based on factual or evidence based analysis.
44.20.9 At the conclusion of each recruit training course or as otherwise agreed between the CFA and the UFU, the CFA will deploy all qualified recruit firefighters in the	<ul style="list-style-type: none"> • Specifically prevents the Chief Officer from determining a need and location for his resources. • The Chief Officer must now ask permission through the Consultative Committee, and get agreement on any future staffing need and location

manner determined following consultation in accordance with clause 21 Consultation	
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	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
45 'Greater Alarm Response System & Move-up System'								
Subclause	Comments							
	<ul style="list-style-type: none"> • The introduction of a GARS system into CFA constitutes a major shift in operational response protocols and a major change to CFA's service delivery model. It has the potential to fundamentally change how CFA dispatches resources to an incident. Its impact cannot be underestimated. • Such a major change of operational philosophy and protocol – not at the direction of the Chief Officer – but being imposed on CFA by its junior officers (the union) with no benefit analysis, and more concerning – no impact analysis • Prescribes a generic resource response to all incidents. CFA risk and hazard class is not congruous nor evenly distributed as it is in the MFD which is where GARS has been designed for • CFA geographic limitations, especially considering locations of aerial and other specialist appliances • MFB GARS also responds senior officers to take over incident control which is not compatible with CFA SOP's, national AIIMS standards, or CFA's service delivery model • GARS may not be appropriate in modern emergency management systems. Introduction into some districts and not others would create confusion and inconsistency. • "The MFB system of changing the Incident Controller with a higher ranking officer as the Alarm level increases for a rapidly developing vegetative fire is likely to effect continuity of available intelligence. " MFB Westmeadows Review 2012 • "CFA contends that the focus of interoperability needs to be on systems working together and an understanding of the nature of CFA's volunteer model rather than on uniformity." CFA FSR Submission 							

	<ul style="list-style-type: none"> • “If it is accepted that the volunteer model must remain sustainable, then it must also be accepted that the principle of interoperability must be applied in ways that support, and do not erode, community resilience, and thus the volunteer model. Thus interoperability needs to be seen in the context that fire services systems are interoperable with the key elements of volunteer model, such as the role of the Group and the importance of local command and control as part of CFA’s Mission Command doctrine. As well, the principle needs to ensure interoperability with community capability including extending to include industry (for example, Forest Industry Brigades)” CFA FSR Submission
<p>45.1.3 the CFA will apply its GARS as far as is reasonably practicable at any operational incident</p>	<ul style="list-style-type: none"> • Demonstrates it will impact on <u>all brigades</u> in an area determined to have GARS implemented. (Districts 7, 8, 13, 14 & 27) This directly contradicts the Premier’s statements that this EBA will only affect the current 34 integrated locations.
<p>45.2 The CFA agrees to an appliance dispatch and move up system in accordance with the following:</p>	<ul style="list-style-type: none"> • Again the existing Move Up System used by the MFB has been designed on the basis that each of their 48 Stations are closely networked together with standing capacity just sitting there waiting to be deployed. It is based on the premise that in the MFB, once the appliances leave the station – there are no staff left behind to protect that community. In CFA – volunteers surge capacity means thousands of volunteers remain back in area to protect the local community even when one or two appliances from their home station has been deployed. It is not unusual for CFA brigades to have four, sometimes six appliances that remain in area providing local protection when their primary appliance leaves the area • Has the potential of requiring volunteers to “move up” to stations to simply baby sit the station whilst the staff have gone out to a call, completing ignoring the on-call and pager alerting system used to activate local volunteers as needed for actual incidents, and not to sit there waiting for an incident. This will impact on the generosity of employers to release volunteers for fire calls. Most employers are happy to do this when they are confident their employee is doing something important, but not when they are being released for minor red tape tasks which have no community benefit • Move Up’s disregards an Integrated brigades volunteer response, who could have been completely capable of turning out to incidents in the local patch whilst the staff are deployed at another job
<p>45.2.2 The Move Up System will be utilised in all Melbourne fringe areas and all regional urban areas</p>	<ul style="list-style-type: none"> • This directly contradicts the Premier’s statements that this EBA will only affect the current 34 integrated locations.

	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
48 'Secondment & Lateral Entry'								
Subclause	Comments							
	<ul style="list-style-type: none"> Industrial barriers to the appointment of qualified and experienced CFA volunteers and external qualified applicants to any paid staff positions, at all levels of CFA, is opposed by VFBV. It is our view that current appointment arrangements to these positions unacceptably discriminate against qualified and experienced applicants who do not come from the ranks of career firefighters/station officers Secondment and lateral entry opportunities are limited for all career firefighter ranks covered by the agreement. Applications for such positions can only be received from and positions may only be filled by "an operational employee of a recognised fire service". A recognised fire service is a fire service of a government of Australia or New Zealand that the UFU must approve only. Regardless of experience, competency and qualification a volunteer is prevented from even making an application let alone securing lateral appointment to an operational staff position VFBV believes that lateral entry to positions should be available for experienced, skilled and qualified volunteers and that this would assist in the development of a culture more appropriate to a volunteer based fire and emergency service. The steps required for an applicant from the non-firefighter stream to gain lateral entry to a Commander (Operations Officer) and Operations Manager positions make it unlikely that a CFA Commander position could be filled by lateral entry or would be desirable from talented and well qualified civilians looking to transfer to management positions from the private sector. This effectively provides a "closed shop". VFBV believe that appointments to all CFA positions should be made on merit based on appropriate qualifications/competencies and relevant experience, a demonstrated understanding of and commitment to CFA as a volunteer based organisation and relevant experience of CFA volunteerism. We believe it would be of benefit to CFA in if it assisted interested volunteers to undertake required training and provided suitable opportunities to gain related experience for to meet selection criteria for appointment to operational staff positions within CFA. 							

- The current industrial arrangements that create a closed shop that lock out appropriately qualified and experienced volunteers and other external candidates from CFA appointments must be ended.

VFBV submits that unrestricted lateral entry to CFA employment in all roles, and opportunity for promotion thereafter, based on competency and merit including an understanding and commitment to CFA as a volunteer based organisation and that such appointments and promotions reflect the diversity of the organisation. That in recognition of the unique role played by volunteers in the CFA that proactive assistance be provided to interested volunteers to meet qualifications requirements for selection to staff or operational positions in the CFA:

- Remove industrial barriers, requirements and external influence over appointments to CFA positions and replace with a CFA determined competency and merit based employment and promotion system equally open to internal and external applicants;
- Have regard to CFA volunteer experience, a demonstrated understanding and commitment to CFA as a volunteer based organisation and such external qualifications/experience as are judged to be relevant by CFA in the appointment process as part of a merit based selection criteria;
- Provide access for volunteers to relevant training, provide financial support to assist with relevant external courses of study and provide opportunities to build additional relevant experience to meet CFA qualification/competency requirements for employment in the relevant role;

Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
49 'FF Registration Board'								
Subclause	Comments							
	<p>Victoria is well serviced by professional firefighters, <u>both volunteer and career</u>. All firefighters undergo comprehensive and ongoing training, aligned to the Public Safety Training Package. Firefighters must have undertaken appropriate training before participating in firefighting tasks.</p> <p>Without understanding the nature of the Board being proposed, VFBV cautions against a career only Firefighter Registration Board which fails to recognise the experience, knowledge and professional skills of volunteers who undertake training from the same training packages and deliver the same services as their paid counterparts. This scheme could actively work against the enhancement of interoperability and a fully integrated workplace culture.</p> <p>Consultation with volunteers highlights that a Career Firefighters Registration Board has the potential to further disenfranchise volunteers.</p> <p>VFBV considers it crucial that volunteer representation is included in any committee or group established to work through the development phase of this or any related scheme. In addition, VFBV proposes the following to be core precursors to considering any scheme:</p> <ul style="list-style-type: none"> • it would need to be established as an independent statutory authority, with wide representation, including representation and skills sets with an understanding of volunteer context. • it must be open to all of those in firefighting roles, whether they be paid (full-time, retained, seasonal) or volunteer. • The logic of a state versus national scheme must be considered. Most registration boards allow the carrying of qualifications across different employment types, and actively promote the transfer of skills. A state based scheme would be limited in its effectiveness and contradict COAG policy. 							

- any scheme would need to be free for volunteer firefighters. Fees for registration in other schemes are often borne by the applicant. Where paid workers are required to pay a fee personally this is eligible for tax deduction and can be built in as into fees charged to clients for service or remuneration for employees. For volunteers, who already donate their time and often incur financial burden as a result of their volunteering, to charge a fee to be a part of the scheme, or as a result of not participating due to the financial constraints associated with joining the scheme, would not be ethical.
- any scheme must not be overly burdensome or bureaucratic to administer or apply to.

VFBV notes the Government response to the Fire Services Review (2015) dated March 2016, which stated;

“As a national leader in training and recognition of firefighters’ professional skills, Victoria will initiate national consultation on the establishment of a firefighters Registration Board through the Council of Australian Government’s Law, Crime and Community Safety Council. The timeframe given was: 5 years”



VFBV

	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
50 'Rostering'								
Subclause	Comments							
	<ul style="list-style-type: none"> • Under this clause there is a prohibition on part time or casual employment for Operational Staff positions. • In a decentralised organisation like CFA there are benefits to being able to employ local staff for positions like Training Instructor based on part time or casual work which may be the most effective and efficient way of providing training and assessment for volunteers at some brigades. • Flexible employment arrangements may be attractive to suitably qualified people and as a result attract applicants for positions such as training instructor where they are looking to match lifestyle or family requirements with other than full time work. Flexible arrangements could be attractive to existing firefighters who are parents of young children or have emerging personal commitments that impact full time work (at least for a time). Such opportunities may be particularly attractive for firefighters who have left the job through retirement or experienced volunteers with other part time interests, including those who have retired early under state superannuation arrangements from education and training positions. Such flexible employment arrangements can be mutually beneficial; good for the part time instructors' commitments and good for CFA in the provision of instructors at volunteer friendly times. • Certainly, we do not believe positions should be arbitrarily made part time or casual but with changing lifestyles and work patterns the current prohibition seems rigid and inflexible in arriving at employment arrangements that are mutually beneficial to CFA obtaining appointees for skilled vacancies, meeting the needs of volunteers and satisfying the employment requirements of people with required skills. • There must be some flexibility in the hours that employees can work, especially those that need to often self-roster on a daily basis, in order to adapt to an individual volunteer brigade's needs. 							

50.6.1	<ul style="list-style-type: none">• Appears to require all fulltime employees covered by the agreement to work the 10/14 Roster. (Excluding day workers and FSCC's) 151.5 covering Commanders/OM's and MCS appear to link back to c50• CFA threshold issue re OM's being moved to the 10/14 roster• If the proposal is for OM's to move to a 10/14 roster, then VFBV would share CFA's concern there would be wide impacts on the availability of OM's to be available when volunteers actually needed them. These are management positions, and it is difficult to understand the efficiencies that would be gained by only having OM's work 4 days a week, two of those being over night between 6pm and 8am in the morning. VFBV supports an approach where OM's be provided flexibility in consultation with the Chief Officer, to personally set the hours required to carry out their duties within their District.
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	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
53 'Rehabilitation Units'								
Subclause	Comments							
	<ul style="list-style-type: none"> • This appears to be seeking to replace and/or override existing services provided by CFA volunteers • These units are already in operation by volunteer brigades and groups and attempts to modify those arrangements with little regard to the services already being provided by volunteer brigades. • These units are currently strategically placed across the state. This clause risks redirection of funding from supporting strategic placement of these units, to a narrower and inefficient placement strategy driven predominately by the location of integrated brigades 							
53.1	<ul style="list-style-type: none"> • Directs the Chief Officer to implement rehabilitation units, and discuss the implementation, number and locations of such Rehabilitation Units • These discussion are to occur under Clause 21 Consultation Process, which prevents volunteers from being involved in those discussions and require the Chief Officer to seek consensus on any plan he considers necessary • Is likely to disregard the existing capacity provided by volunteers • Dictates the number and type of equipment to be used as a minimum for rehabilitation units 							

	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
58 'Disputes Panel'								
Subclause	Comments							
	<ul style="list-style-type: none"> • A Board of Reference/Disputes Panel would have the power to actually determine the appointment, number, rank and shift arrangements of paid career staff at volunteer brigades without consulting volunteers and without regard to their views. This is exceedingly controversial and disturbing for volunteers. • It is contrary to the requirement for consultation with VFBV representing volunteers on such matters and purported to override the power and responsibility of the CFA Chief Officer to determine career staffing for brigades based on his assessment of operational requirements, a process which included detailed consultation with relevant brigades. The consequential effect on volunteers from the diversion of financial and organisational resources to meet the costs of, and provide for the implementation of, the Panel's determinations is also a great concern to volunteers. • The 'Continuum of Brigade Support' are documented by the CFA Chief Officer as CFA's 'Operations Directorate Human Resource Planning Principles'. It is these principles under which CFA/Chief Officer determines, in conjunction with the relevant volunteer brigades, additional support for brigade. For example, support might be required in a brigade who is challenged by a major escalation in call outs in their assignment area, usually associated with new urban growth areas; a drop off in their active or available membership (particularly during week days); a specific training or leadership development need; or a combination of factors. The approach requires the development and application of different flexible treatments as appropriate to the circumstances of the subject brigade. • Under this approach, if earlier treatments have proved unsuccessful, a further alternative may include the temporary deployment of a paid career firefighter(s) on day shift whilst the rebuilding of the brigade's volunteer capacity is underway (eg., recruitment and re-engagement of volunteers, expedited training for required skills, provision of equipment more appropriate to local risk, etc). Further, the approach aimed to ensure that it is only if the various treatments don't enable volunteers of the brigade to meet service needs that the CFA/Chief Officer, in conjunction with the brigade's volunteers, may determine to appoint ongoing day shift paid career firefighter(s) to work with and in support of the brigade's volunteers. 							

- The continuum principles provide that it is only if and when these stages of treatment do not result in the brigade meeting its service requirements will the CFA/Chief Officer in conjunction with the brigade consider the appointment of 24 hour 10/14 shift firefighter(s), again to work with and in support the brigade's volunteers to build volunteer service delivery capacity.
- This is a responsible, cost and service effective approach which aligns with the volunteer based nature of CFA and its statutory service obligations. Its development and adoption as CFA human resource planning principles for brigades was a highpoint in relations between the CFA and VFBV Boards.
- Despite the CFA Chief Officer presenting this documented CFA approach to the previous Merryman Disputes Panel (which this current clause tries to emulate) as the basis for CFA brigade capacity and capability planning to meet both current and future demand for services - it was ignored.
- And despite this approach being stated as the formal CFA approach for human resource planning for brigades in the Royal Commission, VFBV view is that there has been little determined effort to have this approach, and the principles it establishes, implemented across CFA. This concern has been raised directly with CFA Board and management on numerous occasions.
- In 2009, the Disputes Panel, established under CFA-UFU industrial arrangements met to determine a UFU submission on paid staffing for 25 CFA brigades. The three member Panel was Chaired by ex-industrial commissioner R. Merriman and the other two positions were occupied by a representative of the UFU and a representative of the CFA Chief Officer. In April 2009, the Disputes Panel determined paid career staffing arrangements for 25 brigades. The decision on 10 of those brigades was by unanimous vote. The decision on 15 of those brigades was by majority vote with CFA Chief Officer opposing.
- The decisions caused considerable anger amongst volunteers, particularly those affected by the decision and who had not been consulted in this process.
- It should be noted that in 2009 the CFA Board determined that the elimination of the Disputes Panel process and external interference with staffing appointments was a priority outcome for their then pending negotiations on the 2010 industrial arrangements. VFBV were informed that the CFA Board was determined to remove industrial interference in staffing.
- It is our firm view that the Disputes Panel process for determining career staff deployment to CFA brigades is contrary to law. We do not believe that CFA can contract out the statutory powers reserved to the Chief Officer to an external body so that such external body can determine such operational matters as brigade staffing. Further,

	<p>the CFA is now bound by the provisions and requirements of the Volunteer Charter by recent amendment to the CFA Act, which in our view would also render the Disputes Panel processes unlawful.</p>
<p>58.3 The Dispute Panel will be constituted by: a chairperson; and two other members, one nominated by the UFU and one nominated by the CFA.</p>	<ul style="list-style-type: none"> • No provision for volunteers to be represented. Previous “Boards of Reference” dealt with a large number of fully volunteer brigades, with no ability for those brigades or their representatives to be involved
<p>58.4 (deals with how the chair is nominated)</p>	<ul style="list-style-type: none"> • Previous Chairs have been from an Industrial background, such as the Fair Work Commission. With this background they are unlikely to have the necessary background in volunteerism, or emergency management • Chairs with only industrial backgrounds, and no emergency management, operational firefighting, public safety or volunteerism experience or backgrounds cannot provide volunteers any confidence they will be fair or impartial in these matters, as experience has shown, with previous chairs overriding the Chief Officer
<p>58.11.3 the efficient allocation of resources having regard to employee needs;</p>	<ul style="list-style-type: none"> • As a public emergency service, the needs of the community and community safety (listed as clause 58.11.4) should be the first priority
<p>58.14 Both parties agree to abide by the Disputes Panel’s determinations</p>	<ul style="list-style-type: none"> • The Chief Officer must now share his statutory power with the Disputes Panel, which can override his resourcing and allocation decisions, including support and service delivery model of any brigade in the state, including fully volunteer ones • Previous Panels did not provide any impact assessments nor evidence based outcome monitoring, nor have they respected consultation with volunteers or the volunteer charter
<p>58.15 ...the CFA shall; provide the UFU with complete access to CFA documents and data required for analysis of CFA response activities. Such data includes but is not limited to JCK data. (within 14 days of a request)</p>	<ul style="list-style-type: none"> • Under this clause the UFU can request complete access to data and documents on any fire station in Victoria, including fully volunteer ones
<p>58.16 Under the guidance of the Board of Reference, the CFA and UFU will meet regularly to further develop JCK analysis (or an</p>	<ul style="list-style-type: none"> • Could be construed to mean that if the current CFA analysis does not meet the UFU’s desires, then they can design new and additional analysis that will be used on any brigades the UFU wishes.

<p>agreed product) to better predict needs within the CFA</p>	<ul style="list-style-type: none">• Analysis used to discuss future options for Lara Brigade as an example (one of the fully volunteer brigades that Schedule 1 mandates must become integrated) included a report on how frequently the volunteer brigade had 7 firefighters on scene at every incident. This illustrates the union agenda for driving the seven to the fire-ground policy, as it can now be used to assess any brigade the UFU determines, with results to be considered by this three person panel.• The clause goes one step further and says “and where the CFA becomes aware of issues that affect the performance of brigades or the CFA, then the CFA will notify the UFU for further discussion” creating a reporting requirement for CFA to notify the UFU of any issue with any brigade. This will create a dangerous situation where brigades will be reluctant to report or request assistance, for fear of being the subject of a UFU inquiry
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	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
60 'Peer Support'								
Subclause	Comments							
60.1.1 Peer support employees under this agreement will be drawn from professional firefighters	<ul style="list-style-type: none"> • This seeks to replace and/or override existing services provided by CFA volunteers and existing PTA Peer Support Employees • Directly discriminates against volunteers and PTA employees who currently provide this service • Excludes volunteers and PTA staff from providing this service to career staff • Attempts to modify Peer arrangements with little regard to the services already being provided by volunteer members and PTA employee's. • This ignores the considerable effort, training and experience of many volunteers and employees already active in this space. • Feel it would be important for volunteer and career relations that volunteers were able to provide this service to career fire fighters. • Peers are not just there for critical incidents. Welfare of members and their families are the most important task of all. Some of the most successful Peers are partners of CFA personal who understand the system and culture of CFA overall • Roles should be filled by ANY suitably qualified and experienced persons • CFA currently has the best practice and recognised worldwide training for their Peers both volunteer and staff • Has the potential to deprive career staff of the highly effective and experienced Peers currently in the system 							

ADDED								
Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
66 'RIAT'								
Subclause	Comments							
66.1 The parties agree in accordance with the objectives of this agreement to implement an enhanced rapid impact assessment capability and capacity within the organisation. The role of RIA and RIA teams will be the same and interoperable with the current MFB systems. RIAT is used for rapid assessment of large incident impacts such as storm damage. RIAT duties are extra, above and beyond normal duties and therefore personnel will be deployed only above strength (recalled) or released from normal duty to undertake RIAT duties (if released from normal duty, the CFA will recall to replace the released personnel).	<ul style="list-style-type: none"> • CFA is a <u>support agency</u> for flood and storm, with the primary agency being the SES • This seeks to replace capability already being provided by CFA volunteers and the SES • “Must be the same as the current MFB systems” – locks volunteers and SES from being involved in its development • CFA volunteers already routinely provide these services, working in close cooperation to assist and support SES crews where required on an as needed basis • Clause specifically prevents paid firefighters on duty from being used to assist with this task. Often at times of flood and storm, fire risk is lower, and CFA standing resources should be able to be deployed at the discretion of the Chief Officer to communities where the need is and to help in whatever way is needed • This completely disregards the all hazards all agencies approach of working as one, and limits this tasking to only being provided by staff called in on overtime 							

	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
67 'Marine'								
Subclause	Comments							
67.1 So that the employees are provided the skills and resources they need, the parties agree in accordance with the objectives of this agreement to implement an enhanced Marine capability and capacity within the organisation	<ul style="list-style-type: none"> • CFA provides its Marine capability through the use of CFA Coastguard Brigades • The Australian Volunteer Coast Guard has not been consulted, and will not have the right to be involved in these discussions, as this agreement would classify them as 'third parties' who are not able to 'interfere' • Potentially seeking to replace and/or override existing services provided by CFA volunteers • Coastguard Brigades are already in operation and attempts to modify those arrangements with little regard to the services already being provided by volunteer brigades • Coastguard Brigades are currently strategically placed across the state. This clause risks redirection of funding from supporting strategic placement of these units, to a narrower and inefficient placement strategy driven predominately by the location of integrated brigades • Provision of training to Coastguard Brigades was severely hampered and obstructed by the UFU's position to not endorse or approve CFA instructors to be used for the provision of minimum skills training to CFA Coastguard Brigades, and continual delays at getting approval for training courses to upskill and support volunteer coastguard members 							

	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
69 'UAV'								
Subclause	Comments							
69.1 To enhance the safety of firefighters in undertaking their work, and ensure firefighters are provided with the resources needed to undertake their work, the parties have agreed in accordance with the objectives of this agreement to implement an enhanced unmanned aerial vehicle (UAV) capability and capacity within the organisation. Implementation, the number and locations of such UAV capability will be determined through the consultative process. The role of the UAV capability is agreed between the parties and as follows:	<ul style="list-style-type: none"> • By use of Clause 21 to progress discussions around this 'enhanced' capability, volunteers will not be able to be involved in these discussions • CFA recently wrote out to all brigades banning the use of all UAV's – including those in use by some volunteer brigades • Volunteers are concerned that resources and locations of this capability will be prioritized to career staff and integrated locations, and not strategic locations across the state, as determined by the Chief Officer 							



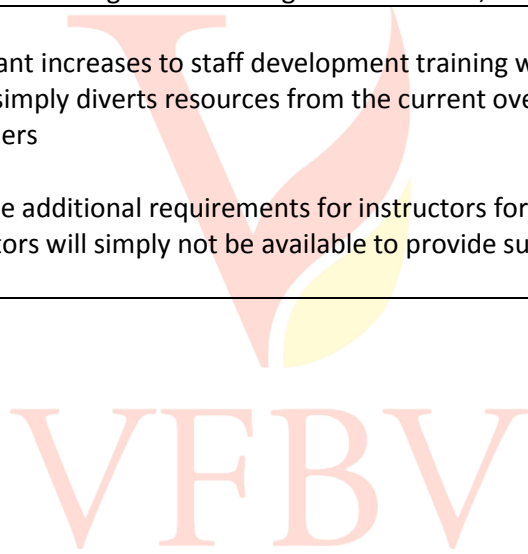
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Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
76 'Joint Recruit Firefighter Recruit Course'								
Subclause	Comments							
76.1 In support of current interoperability measures between the CFA and MFB, the parties agree to develop and implement a joint firefighter recruit course for all MFB and CFA recruit firefighter training. This will be done in accordance with clause 21 Consultation	<ul style="list-style-type: none"> • CFA's Chief Officer and Management have raised concern about the loss of CFA culture and organisational priorities being lost in the generic recruit firefighter course. • As CFA is a volunteer based fire and emergency service, and MFB is a fully staffed on, volunteers are concerned that training, skills, topics and discussions about how career staff work with and support volunteers is not provided for in the courses currently agreed between the parties. 							
76.9 Each recruit course will deliver generic curriculum to all candidates as developed by the Victorian Recruit Firefighter Interoperability Working Party and in accordance with clause 21 Consultation	<ul style="list-style-type: none"> • Because the volunteer based approach is core to achieving community capacity, community sharing responsibility and the service capacity required in Victoria, the CFA culture (and the emergency management sector culture overall) need to be deliberately designed and actively managed to ensure all personnel understand, are trained and are held accountable to act in ways that encourage, maintain and strengthen the capacity of volunteers. In addition to their firefighting or technical roles, this underlying role of maintaining and building volunteer (and community) capacity makes the contribution of CFA paid staff even more valuable than many people recognise. • The need for all personnel to be skilled and committed to encouraging, maintaining and building volunteer capacity means that CFA staff need to be carefully selected, highly trained, values driven and well recognised for the crucial role they perform in supporting and sustaining thriving volunteerism. • Factors underpinning effective volunteerism and how to motivate and work in support of volunteers does not appear to be covered at all in the current generic curriculum • Volunteers and VFBV has been expressly blocked from this working party, and all associated outgoings flowing from the EMV Interoperability Committee. This was the subject of a Fire Services Review Recommendation , that 							

	recommended VFBV involvement. Government supported this position in its Government Response of March 2016 but there has been no progress made since, despite VFBV’s request for progress.							
	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
77 ‘Training & Professional Development’								
Subclause	Comments							
	<ul style="list-style-type: none"> • The training arrangements of CFA are a matter of great concern to VFBV and its members. The consequences of EBA arrangements regarding training have a direct causal link to many of the problems volunteers rightfully complain of regarding CFA training. • The principle concerns of volunteers regarding the impact of industrial arrangements on training relate to availability, access, content and assessment of training courses. • The high costs of CFA training on already insufficient regional training budgets, in part caused by the operation of industrial arrangements, adds to the reasons for volunteer training needs not being met. Having made the relevant industrial agreements, CFA should ensure that budgetary and other consequences do not impact volunteers, particularly in priority areas like training. • Under the terms of the EBA, operational training matters are matters between CFA and UFU and external parties (other than FWA and relevant courts) are excluded. Thus, the application of the industrial arrangements would hold that Volunteers/VFBV is excluded from “interfering” despite these matters explicitly determining training arrangements for volunteers. • CFA industrial arrangements affect the quantity of resources actually available for use and flexibility in the use of those resources. These arrangements restrict the availability and consequently convenient deployment of instructors for volunteer training by: restricting sources of recruitment for CFA Training Instructors often causing lengthy delays in filling available positions; limit the proportion of working hours instructors have available for training at times convenient for many volunteers; prevent flexible working arrangements for CFA training staff that may both better meet their personal needs and better accommodate volunteer training; and, create a barrier to the flexible use of external sessional instructors to ensure that volunteer training 							

	<p>needs are met</p> <ul style="list-style-type: none">• Within the workforce arrangements there must be proactive and supportive management (both paid and volunteer) with the authority, training, skills and experience to quickly and effectively negotiate and resolve disagreements in the workplace before they fester and become divisive.• CFA organisational arrangements must ensure that selection for such management roles places a premium on personal attributes and acquired skills and/or experience in people management as well as an understanding of volunteer arrangements in addition to any technical or operational skill competencies.• To ensure the organisation's capacity to meet its future leadership and management needs it is important that there is sufficient priority placed on making available and promoting leadership/management development training supported by a mentoring program for employees and volunteers. The transferable skills attained through such training are both beneficial for both individuals and the organisation.• The opportunity for paid staff to participate in such training and development can also be used to recognise and reward staff for their effort and commitment. Joint participation in such courses by both paid and volunteer members of the CFA workforce will also help build linkages and relationships which will help support the integrated model into the future. CFA's greatest asset is its people, volunteer and paid alike. While operational and technical training is a vital priority, it is also a priority in need of more resourcing and better arrangements. Training for the leadership and management of its workforce assets is also a priority. <p>VFBV submits that training and personal development arrangements to encourage and facilitate the skill acquisition of volunteers consistent with the volunteer based nature of the organisation:</p> <ul style="list-style-type: none">• Provide budget funding based on efficient and effective delivery of training to meet volunteer, brigade and paid staff need for the provision of services;• To be efficient and effective, training delivery must be readily accessible by volunteers as to timing, location and mode that reasonably best suits them;• A focus on increasing the number of volunteer instructors and assessors accredited for all levels of course delivery and assessment and it be statewide policy that volunteers so accredited be used for volunteer training and assessment as appropriate to ensure that volunteer training needs are met;
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	<ul style="list-style-type: none"> • Volunteer PAD operators be trained, accredited and authorised to operate Fire Training Grounds (FTGs) for volunteer hot fire training when staff PAD operators are not available; • No training course should be cancelled because of the non-availability of staff or volunteer instructors where an external accredited sessional trainer is available; • Content of training for volunteers should relate to the practical roles they may perform; • Training available to all brigade members so desirous must include minimum skills and first aid training and that such training be speedily provided upon request; • Upon request by a brigade for a member to receive minimum skills training, that member will be provided with appropriate PPC for the duration of training and upon successful completion shall be provided with permanent issue; • Provision of training for brigade volunteers beyond minimum skills and first aid have regard to actual local brigade requirements as reasonably determined by the brigade captain; • Remove repetitive modules/components of successive training courses that add nothing to the course and are, in repetition a waste of time; • Qualifications/competencies contained in staff industrial agreements related to pay increments shall not be applied to establish unnecessarily high competency standards which act as an artificial barrier to volunteers achieving the practical competencies necessary for a relevant qualification or accreditation; and, • Pre-training documentation should be made available for all potential participants for a training course. • Allow CFA IT systems to talk to each one another so that current competencies can be recorded
<p>77.4 Training will only take place at agreed recognised training locations and not at fire stations, unless otherwise agreed. This clause will not affect current arrangements regarding station drills that occur at fire stations.</p>	<ul style="list-style-type: none"> • This will have a huge flow on effect on the cost to rollout training to career staff. The inability for staff to be trained on shift – creates significant overtime and relief issues • Will heavily impact skills maintenance sessions and incremental training programs such as First Aid and Fuse Pulling. All business cases for new or enhanced training will now have to dedicate significant budgets to cover relief and overtime for off shift training. The impact of this was experienced in the EMR roll-out. This will make all

	<p>future business cases for enhanced capability throughout the organisational hugely expensive and will effectively limit what programs will be supported by additional Government funding</p> <ul style="list-style-type: none"> • Vast majority of training is currently conducted at locations other than training grounds including hotels, conference centres and brigade meeting rooms. To force all training to a training site will incur significant additional cost in access to the training ground and reduce funding availability for volunteers to utilise the training grounds out of normal hours • Because staff training will now be conducted off shift – it is likely these courses will all be conducted at times and locations not suitable to volunteers – and will result in silo training courses with the bulk of funding going to fund rollout of training to staff during business hours, with volunteer training having to work with the leftovers
<p>77.8 The CFA will provide the following minimum numbers of courses per year of the agreement unless otherwise agreed between the CFA and UFU in exceptional circumstances only</p>	<ul style="list-style-type: none"> • Significant increases to staff development training without sufficient additional resources or instructors being added simply diverts resources from the current overstretched training budget and resources away from volunteers • With the additional requirements for instructors for the Recruit Courses and Promotional Programs, paid instructors will simply not be available to provide support for volunteer training



ADDED								
Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
78 'Water for Training'								
Subclause	Comments							
78.1 Due to health and safety, all training and skills maintenance will only be undertaken using potable standard water. Training will not occur with any other standard of water	<ul style="list-style-type: none"> • VFBV supports the establishment of a standard of water to be used by the fire industry. This standard needs to be reached by scientific experts on considering established evidence, and must be practicable, sustainable and environmentally sound • Potable water is drinking standard water. This standard is above most water used for recreation purposes such as pools and beaches - activities that members frequently allow their children to participate in • This will heavily impact on what locations can be used for training and will have significant budget implications • Standard set by CFA (for health and safety purposes) would be expected to be equally applied and sufficiently resourced to cover all CFA members, not just paid members • Will heavily impact on the ability of brigades to use drafting pits which are essential for pumper & tanker drafting training and skills maintenance. How will firefighters train for conditions they are likely to encounter when attending bushfires. How will they be trained in drafting water from dams, rivers, bore water and static water supplies frequently provided by council and industry • This clause would prevent CFA instructors from assisting or supporting any brigade using static water supplies provided at industry premises, and any open water sources such as dams, and rivers. It is likely the majority of water stored in CFA tankers and pumpers would also not meet this standard. Whilst it may have initially been potable water when it was added to the tank, it is unlikely to remain so. • Will have a significant impact on Coast Guard Brigades and the unions intended 'enhanced marine capability'. 							

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| | <ul style="list-style-type: none">• Simply impractical to provide at locations that do not have reticulated water and will potentially create two water standards across the organisation |
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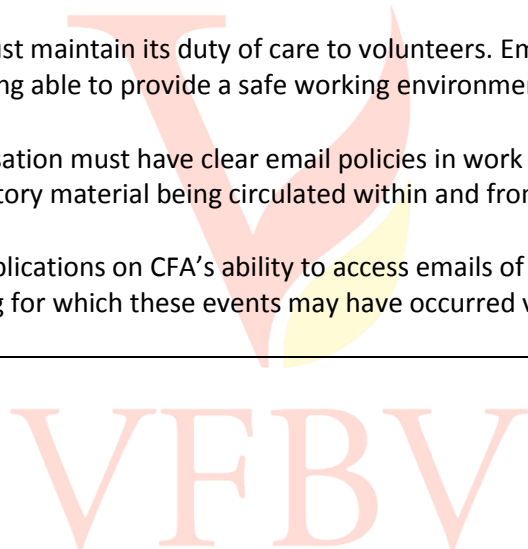
Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
83 'Uniforms, appliances and Equipment								
Subclause	Comments							
	<ul style="list-style-type: none"> • Despite the ramifications of these decisions for volunteers they have no say in them. CFA is one integrated organisation that should not differentiate in consultative arrangements between paid staff and volunteer representatives. • The requirements of this clause are undoubtedly intended to be steps in the process for developing a new and binding policy exclusive of volunteer involvement. • Appliances and equipment are used by both career staff and volunteers. Consequently, it is discriminatory for volunteers to be excluded from discussions and negotiations in determining the design and specifications of appliances and equipment to be used within CFA • As with other similar matters, discussions and policy development over uniforms, PPC and other equipment should be subject to a tripartite process between CFA, VFBV and UFU 							
83.4 ...The CFA and UFU must agree on all aspects of the: <ul style="list-style-type: none"> • Articles of clothing • Equipment, including personal protective equipment • Technology • Station wear; and • appliances 	<ul style="list-style-type: none"> • This clause does not even refer to Clause 21 Consultation process. It says they <u>must</u> agree • This was specifically criticized in the Judge Gordon Lewis investigation into the selection of CFA and MFB's new structural PPC, with the Judge recommending any requirement to agree in future EBA's – be removed • Will make CFA's compliance with Government tendering guidelines and probity arrangements extremely difficult if not impossible • Has been used to great effect in the past to refuse to accept any item that the UFU do not agree with (including the current CFA helmet which was updated in line with Australian standards to provide a stronger face shield. The union will only accept the current MFB style helmet (which reportedly does not meet Australian standards) 							

<p>83.5 the agreed list of station wear, uniform and PPC&E is attached at Schedule 20, which for the purposes of interoperability, cost saving and efficiency will be identical to Station Wear, uniform and PPC&E provided to MFB firefighters</p>	<ul style="list-style-type: none"> • Removes any ability for CFA to customize its clothing and equipment to match CFA risk area or service delivery model • Volunteers have no input into MFB processes, and thus will have no way to influence or have input
<p>83.6 ...The replacement use or commissioning of any appliances (including appliances not included in the schedule)</p>	<ul style="list-style-type: none"> • Will give the union scope over <u>ALL</u> CFA appliances – not just those in use at Integrated stations (along with clause 83.12)
<p>83.7 Changes to station wear, uniform and PPC&E will be by agreement only and will be determined via the Consultation Process under this agreement.</p> <p>...The CFA will only seek to implement uniform at the same or higher standard for employees as that which is utilised within the MFB</p>	<ul style="list-style-type: none"> • CFA will not be able to pursue any changes without agreement of the UFU • MFB only has a small workforce it needs to provide for. CFA must consider its much larger workforce and corresponding budgetary and logistical implications in deciding on uniform and clothing policies. In the past, this has led to expensive items approved for career staff, which can then be rolled out to smaller numbers of people, vs cheaper options and gear for use by volunteers which need to be rolled out to more people – creating an us and them mentality in selection processes, with paid staff receiving the best money can buy, and volunteers having to use what’s left. (eg: CFA TIC camera’s and CFA Station Wear)
<p>83.12 Any new appliance proposed to be introduced into the CFA will only be introduced via the consultation clause in accordance with clause 21. No introduction will occur otherwise. Consultation will be on all aspects including but not limited to the design and specification, infrastructure, staffing levels and conditions, training and allowances related to the appliance.</p>	<ul style="list-style-type: none"> • Attempts to cover ALL appliances • This has immediate potential to prevent the rollout of changes, improvements and additions to the detriment of volunteers.
<p>83.13.5 Allowances to be qualified to operate the appliance and end equipment stowed</p>	<ul style="list-style-type: none"> • Will impede CFA’s ability to introduce new capability into the fleet, and will also limit opportunities for career staff to be able to use prototype appliances and equipment

<p>83.18 All stations will have the following additional equipment within the first 6 months of this agreement;</p> <ul style="list-style-type: none">• Thermal Imaging camera – 1 per pumper• Gas detectors – 1 per heavy pumper• Portable radio – 1 per person + 1 spare	<ul style="list-style-type: none">• Equipment is currently allocated on an ‘operationally justified’ strategic basis and based on demonstrated need and risk• Overrides CFA’s resource allocation policies, and will create two streams of resourcing – everything for staff, and whatever else is left for volunteers. Diverts funding.
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Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
85 'Email Access'								
Subclause	Comments							
85.5 In recognition of health and safety, the employer will not monitor or access employees emails in any way.	<ul style="list-style-type: none"> • CFA must maintain its duty of care to volunteers. Employee privacy is supported, but not at the expense of CFA not being able to provide a safe working environment for volunteers • Organisation must have clear email policies in work places to stop harassment – sexually explicit and other derogatory material being circulated within and from their organisations. • Has implications on CFA's ability to access emails of an employee who is subject to claims of sexual harassment or bullying for which these events may have occurred via the CFA email system 							



	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
88 'Infrastructure'								
Subclause	Comments							
	<ul style="list-style-type: none"> • We note the intent of Clause 88.1 & 88.2 for the Infrastructure Agreement to be placed on file at the same time as the agreement is lodged with FWA. What is the status of said agreement and when will VFBV be consulted? VFBV requests; <ul style="list-style-type: none"> ○ A copy of this agreement and; ○ Advice on what process you will be using to ensure VFBV and volunteer members of those brigades have genuine opportunity to have input into this agreement before any decision is made • This clause notes that the CFA and UFU have agreed to a template plan and guidelines for new integrated fire station design and that an agreed copy will be provided to the President of Fair Work Australia (FWA) and placed on the file at the same time as the EBA is lodged with FWA. Neither VFBV or volunteers have been consulted with, or seen this agreement. • Integrated locations are as much a workplace for volunteers as they are for paid staff. • There should be equal consultation with both paid staff and volunteers at each relevant location over infrastructure design and facilities. • Similarly, in regard to any new template plan and guidelines for new integrated fire station designs discussions and negotiations should be conducted on a tripartite basis – CFA, UFU and VFBV representatives of relevant volunteers. However, under the arrangements of this clause there is no provision for a role to be played by volunteers. • This is discriminatory and needs to be addressed and provides no way for volunteers from the affected brigade being part of discussions around their own station design • CFA Stations are a part of the community. A one size fits all approach does not respect the diversity of the communities that CFA is located within 							

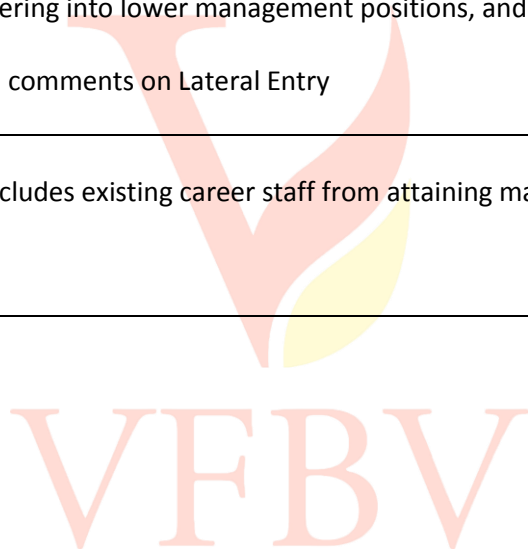
<p>88.1 The parties agree to abide by the agreed work location infrastructure design agreement (Infrastructure Agreement) in all matters associated with work location infrastructure, including but not limited to, design, modification and construction</p>	<ul style="list-style-type: none"> • Volunteers have not been involved in any way with the development of the “Infrastructure Agreement”.
<p>88.3 The parties agree to modify the Infrastructure Agreement to include work locations other than fire stations such as offices and training grounds within 6 months of the commencement of this agreement</p>	<ul style="list-style-type: none"> • Other work locations impact on PTA employees far greater than career staff, yet these employees will have no way to be involved in discussions affecting them • Training Grounds impact and effect far more volunteers than career staff, yet they have no way of being involved in discussions affecting them
<p>88.4 the Infrastructure agreement may only be varied or departed from where there is agreement between the employer and the UFU</p>	<ul style="list-style-type: none"> • CFA will be unable to approve any modifications to any station covered by this agreement, even if there are significant advantages to either the community or the brigade’s members by the proposed changes – without the UFU’s agreement. This has been used to significant effect at two recent integrated station builds where; <ul style="list-style-type: none"> ○ the members (both the volunteers and career staff OIC wished to move a volunteer office, and were denied permission by the UFU ○ Volunteers wished to have access to the engine room from a door placed where volunteer parking was mandated to allow them easier access to the engine room during calls. This was denied by the UFU.
<p>88.6.2 The employer will adhere to and apply the Infrastructure Agreement for the design and specifications of appliances and equipment to be used in any work location/station built after the date of certification of this agreement</p>	<ul style="list-style-type: none"> • Despite its title, this clause suggests that it will also dictate appliances and equipment • It is the role of the Chief Officer to determine what appliances & equipment need to be located in any location to serve that communities risk
<p>88.7.4 The employer will use its best endeavours to modify existing work locations/stations so that they conform with the Infrastructure Agreement.</p>	<ul style="list-style-type: none"> • Will likely see significant funds diverted from what would otherwise have been station amenity priorities across the state, to older integrated locations as a matter of priority.
<p>88.10 The Lockup Arrangements as set out in Schedule 21 will be applied in all existing and future facilities</p>	<ul style="list-style-type: none"> • The Lockup Arrangement dictate where volunteers and staff can go in an integrated station. The UFU should have no say on where and what volunteers can do – this should be at the sole discretion of the CFA Chief

	<p>Officer</p> <ul style="list-style-type: none">• The Lockup Arrangements do not promote an inclusive team environment, and perpetuate the UFU's policy of segregation not integration at CFA's integrated stations. These policies actively destroy CFA's culture of staff and volunteers working together• Preventing volunteers to access protected premise keys prevents volunteers from being able to access these premises when responding to fire calls, if the staff are not in attendance• Volunteers should be immediately removed from the Lockup Arrangements Schedule 21. These are not matters for the UFU to determine.
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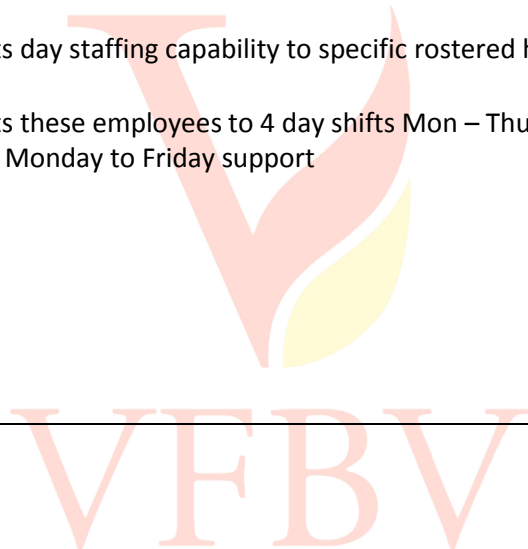


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Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
92 'Allowances and Reimbursements General'								
Subclause	Comments							
92.20.4 ...All ranks including and above Leading Firefighter shall be provided the opportunity to obtain the current industry standard Certificate IV in Workplace Training and Assessment. Any training certification and or assessment shall only be conducted by persons who hold the firefighting stream rank of at least LFF.	<ul style="list-style-type: none"> • Volunteers have raised concerns previously that this should not come at the expense of volunteers having the opportunity to attain their Cert IV in Workplace Training and Assessment. • CFA policy requires members to have this competency when training in formal skills acquisition • It has become a significant blocker to providing this training to volunteers – with current courses being filled by career staff. Volunteer Brigades cannot even get guaranteed access to just 1 member at their brigade with this qualification across the state. • This must be additionally and better funded to ensure it does not restrict volunteer access to this much needed qualification 							

Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
124 'Conditions Applying to Recruit Firefighter to OM & Instructors and MCS'								
Subclause	Comments							
125.2 It is the intention of the parties that there will be no entry to the operational stream of firefighting other than through the recruit course.	<ul style="list-style-type: none"> • This prevents highly skilled external applicants from either the volunteer ranks or from the private sector entering into lower management positions, and as Instructors and Managers Community Safety • See comments on Lateral Entry 							
125.4 No person is allowed to sit for any assessment for a given rank unless that person has served the length of service that would otherwise make them eligible for promotion to that rank	<ul style="list-style-type: none"> • Precludes existing career staff from attaining management positions based on merit – not time served 							



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Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
131 'Special Duties Roster'								
Subclause	Comments							
<p>131.1 By agreement between the UFU and the CFA, the special duties roster may be introduced into Fire brigades and may be introduced at any other permanently staffed Fire Brigade to increase the day staffing capability</p> <p>131.3 The roster hours shall be 0745 to 1815 comprising four day shifts worked either Monday to Thursday or Tuesday to Friday or such other configuration as agreed to by the parties</p>	<ul style="list-style-type: none"> • Restricts day staffing capability to specific rostered hours regardless of need • Restricts these employees to 4 day shifts Mon – Thu or Tues-Fri limiting options available for brigades that may require Monday to Friday support 							



	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
134 'Day Manning'								
Subclause	Comments							
134.1 A station may only be staffed on an agreed roster other than the 10/14 roster where there is agreement reached between the UFU and the CFA	<ul style="list-style-type: none"> • The ability of CFA to deploy career firefighters on day shift based on the assessed need of a brigade is restricted and effectively terminated by this clause. Over the last decade, in every single case that CFA has requested UFU agreement for day staffing, it has only be provided on the basis that CFA can only use day shift staffing for 12 months as a lead in to 24/7 staffing, regardless of whether they will be needed or not. • The clause makes no allowance for the brigade to rebuild its service capacity through, recruitment, training, changes in the availability of existing volunteers, volunteers from other brigades shifting to the brigade, and so on. It may be that after a period of rebuilding and reorganisation the brigade no longer needs the support of a career firefighter or reaches a steady state where the day shift firefighter is sufficient on an ongoing basis for the brigade to maintain service capacity. • The implicit assumption underlying this process is that once a volunteer brigade requires the support of a day shift firefighter (say, to provide specialist skills that are unavailable at a brigade during weekdays for a period of time) it will not only never succeed in rebuilding its capacity but rather its capacity limitations will grow. Worse still, it may assume that rebuilding the brigade's volunteer capacity will not be pursued as a priority and fundamental responsibility of CFA. • It should be noted that there is no financial disadvantage to a paid career firefighter being appointed to day shift since their industrial arrangements provide that they will be paid as it they are on a 10/14 roster with all penalties, allowances and leave applicable to firefighters on a 10/14 roster being equally applicable to a firefighter on day shift. (See clause 131.5) • One of the key continuum of support for brigade's treatments – temporary or ongoing day shift staffing – is effectively terminated as a temporary or ongoing option for brigade support by this clause as it stands. • There is a critical need for the renegotiation and amendment to this clause to enable the deployment of career firefighters for day staffing of brigades as needed without further commitments 							

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Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
139 Response to long distance deployments'								
Subclause	Comments							
	<ul style="list-style-type: none"> As an integrated workforce it is not exceptional for CFA strike teams to comprise a mix of paid career firefighters and volunteers. Strike Team Leaders are usually appropriately qualified volunteers These issues are not only a matter of how volunteers are utilised in CFA but raise the fundamental issue that deployment to such roles needs to be based on competence and experience not pay status and that all CFA members subordinate to a person appointed to such role must follow all lawful directions given by that person. Under the CFA Act, it is stated that volunteers provide CFA services and employees support them in a fully integrated manner (Sections 6I and 6F of the CFA Act). In light of this, the lawful status of the requirements in this clause would seem to be questionable and require clarification and action accordingly 							
139.3 All crews formed or used under this clause must have a minimum crew of 4 and the Officer in Charge must hold the rank of Station Officer or above...	<ul style="list-style-type: none"> Will have a significant impact on the formation of Strike Teams and has serious implications on the ability to form Composite Strike Teams made up of Career Staff and volunteers Stipulates that only a career officer can be OIC of a career crew. This ignores CFA's Operational Doctrine and the Chief Officers Chain of Command and the application of AIIMS Discriminates against suitable qualified and experienced volunteers from performing these roles 							
139.7 Shifts external to Victoria or as part of long distance deployments shall be 12 hours in length	<ul style="list-style-type: none"> CFA is requested to support by interstate agencies. It is normal for part of this request for there to be an analysis of what configuration (including shift duration) will work best for the task at hand and the needs of the requesting agency. This ties CFA into a very rigid framework that may not suit the requesting agency. 							



	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
140 'Fire Investigators'								
Subclause	Comments							
140.4 The Fire investigator staff role will be the same as the MFB fire investigation staff role (interoperable)	<ul style="list-style-type: none"> • This seeks to replace and/or override existing services provided by CFA volunteers and existing PTA Employees • Attempts to modify arrangements with little regard to the services already being provided by volunteer members and PTA employee's. • MFB staff role may not cater for CFA's significant bushfire investigation and the geographically dispersed nature of CFA's service delivery • Where do Volunteer or DELWP Fire Investigators fit into the proposed arrangements? The training courses, updates and refreshers courses for CFA Fire Investigators are the same for both Staff and Volunteers. The qualification is identical. There are 2 qualifications one for Bush/Wildfire and the other is structural. The CFA Bush/wildfire course is the same as the DELWP course. • DELWP have the authority and responsibility for Fire Investigation on Crown Land. The issue would be it would fragment the current arrangements where we help and support each other. • This ignores the considerable effort, training and experience of many volunteers and employees already active in this space 							
140.6 if at the commencement of this agreement the Fire Investigations Coordinator is currently an employee covered by another agreement, such employee will be paid at minimum the wages and comparable conditions of a Commander. Once the current incumbent vacates the position, the position will from that point be held by a Commander	<ul style="list-style-type: none"> • Interferes with a classification not covered by this Agreement or union • Would prevent suitable qualified and experienced volunteer or PTA employee from performing this role in the future 							



	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
141 'Hazmat department'								
Subclause	Comments							
141.4.2 The HAZMAT appliances shall be crewed by designated employees at all times	<ul style="list-style-type: none"> • This seeks to replace and/or override existing services provided by CFA volunteers • Attempts to modify arrangements with little regard to the services already being provided by volunteer members and brigades • This ignores the considerable effort, training and experience of many volunteers and employees already active in this space • Would prevent volunteers at Integrated brigades from being able to provide these services or capability 							
141.6 The department will also include scientific officers covered by the PTA agreement. During the life of this agreement, the parties will explore and develop the development of operational staff into specialised Operational Scientific officer positions	<ul style="list-style-type: none"> • Interferes with a classification not covered by this Agreement or union • Would prevent suitable qualified and experienced volunteer or experienced civilian from the scientific community from performing this role in the future • Has historically been a significantly qualified person with a scientific background and qualifications. 							

Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
142 'Emergency Medical Response'								
Subclause	Comments							
	<ul style="list-style-type: none"> • CFA has been operating EMR at 5 (2 of which are now integrated) volunteer brigades for over 7 years. This successful pilot was in partnership with Ambulance Victoria, whom remains the primary agency, with CFA acting as the support agency to EMR events. The clause dealing with EMR also seeks to exclude Ambulance Victoria from these negotiations, and seeks to regulate what equipment, what training and what response arrangements are used for EMR events. • Under the Integrated Brigade pilot, both staff and volunteers will sit for the same assessment, and be awarded the same qualification for EMR response. However, volunteers holding the exact same qualification are excluded from being counted as part of a minimum manning requirement, and their inclusion as part of any integrated response is completely ignored. For example, under the agreement reached between CFA and the UFU, staff may only respond to an EMR event with a crew of 3 staff, 2 of which must hold an EMR competency. Should a volunteer be available, or happens to be at the station when an EMR call comes in – they cannot be counted as part of the responding crew. So if 2 staff were working with volunteers on skills maintenance etc, they could not take an EMR qualified volunteer, and would thus be prevented from attending the EMR event altogether. • The costs associated with the mode of implementation and selected training arrangements and the overall implications to the integrated model for CFA are matters of interest to volunteers, yet they are excluded from having any influence over the pilot being undertaken at the integrated brigades. 							
142.8 The parties agree to review the CFA EMR capabilities and range of services it currently provides. The outcomes of any such review shall only be implemented by agreement between the parties	<ul style="list-style-type: none"> • Volunteers and VFBV have been locked out of discussions concerning EMR ever since EMV formed its EMR working party under the Interoperability Committee • On the 14th April 2015, Emergency Management Victoria announced through a public media release that it was working towards a single Victorian EMR management team, established and located at MFB, Burnley. Neither VFBV nor any volunteers have been invited to take part. CFA have not been able to provide any clarification as to 							

its role or purpose.

- Volunteers and Volunteer brigade performing EMR have not been consulted or engaged on any recent changes to equipment, training changes and skills maintenance and reaccreditation changes
- Consideration of improvements to the program that would strengthen volunteer capability have thus far been ignored

VFBV has advocated for an Integrated model for EMR Response capability throughout CFA.

Advantages of CFA's integrated Model to EMR Response

- Does not commit, in most cases a brigades only Pumper, to a non-fire related support agency role
- Ability to make primary appliances (Pumpers) available for fire calls once a second appliance is on scene - maintaining full fire coverage for the community. (CFA's principle role)
- Surge capacity to enable brigades to respond to multiple concurrent events in their communities
- Considerable OH&S improvements gained by having a second crew for CPR rotations during protracted cardiac events and ability to release crew to respond to other events if required
- Brigade Identity and Integration between Staff/Volunteers maintained
- Compliance with the Section 6i of the CFA Act 1958

A hybrid model between the volunteer and the staff pilots, involving each Integrated brigade sitting down and designing an Integrated EMR response plan based on each brigades individual capacity and risk profiles that actively encourages and makes efficient use of available volunteer capacity would be required to roll out a truly integrated model. Factors to consider in that hybrid would be;

- Response arrangements that would see volunteers actually being able to respond to EMR events and use their skills
- Crew rotations to ensure skills utilization and ability to contribute

- Ability to respond when staff are busy at another job
- Flexible skills maintenance and reaccreditation processes to provide adequate opportunity for volunteers to maintain their skills without too much imposition on their work/life balance. Including making training accessible at times, dates and locations suitable to volunteers

EMR Costs

In June 2014, as part of CFA's evaluation of EMR, CFA engaged CDL & Associates Pty Limited to undertake an analysis of the projected initial and ongoing financial impacts associated with a wider rollout of the EMR program.

VFBV understands that initial additional training and set up costs for introducing EMR at a CFA integrated brigade is in excess of \$200,000 per brigade compared with a CFA volunteer brigade initial training and set up cost in the order of \$30,000. CFA will have actual figures to verify this.

VFBV also understands that the ongoing additional recurrent costs for delivering EMR at a CFA integrated brigade are in the order of \$90,000 per year compared to approximately \$15,000 per year for a CFA volunteer brigade.

Preferred Ambulance Victoria Locations for EMR Expansion

CFA requested Ambulance Victoria to conduct a detailed analysis of incidents over a three year period in order to establish a base case scenario of EMR expansion. AV identified 156 brigades to be rolled out over a five year period, ranked in priority order. The prioritized ranking took into account;

- Number of Priority Zero EMR events over a three year period; and
- Response time difference between CFA and AV

The Ambulance Victoria priorities for EMR expansion in Victoria in Year One (ie the most immediate priorities from a community service delivery perspective) identify 32 CFA brigade locations, 14 of these are CFA volunteer brigades and 18 are CFA integrated brigades. In Year Two of the Ambulance Victoria priorities program there are a further 32 CFA brigade locations identified, of these 24 are CFA volunteer brigades and 8 are CFA integrated brigades.

There is a Government funding initiative to roll out EMR in CFA integrated brigades but no funding nor decision to roll out EMR to the priority communities serviced by CFA volunteer brigades. Given the community priorities, the limited budget available for EMR roll out and the obvious cost and community benefit to an EMR roll out to these volunteer brigades as part of the first priority, VFBV is perplexed as to how the Government policy and decision making processes worked on this occasion. VFBV encourages CFA to investigate this issue in detail and to ascertain whether

there are policy logic, analysis or other barriers causing volunteer brigades and the communities they support being treated differently to integrated brigades.

CFA EMR Cost Analysis (June 2014)

CFA Cost Category	Integrated Station	Volunteer Station
Training Relief Costs	\$211,534	-
Equipment Purchase Costs	\$14,160	\$7,080
Initial Training - AV	\$28,380	\$18,298
Initial Training Costs - CFA	\$14,322	\$14,322
Total Implementation Cost per Station	\$268,396	\$39,700

CFA Cost Category	Integrated Station	Volunteer Station
EMR Allowance	\$58,412	-
Equipment Maintenance & Consumables	\$17,492	\$8,746
Station Operating Costs	\$10,533	\$2,550
AV Maintenance Training Cost	\$13,433	\$6,089
Total Recurrent Cost per Station p.a.	\$99,870	\$17,385

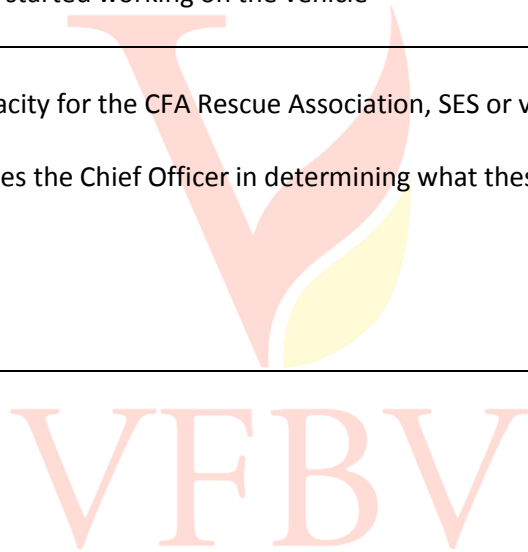
<p>Ambulance Victoria's (AV) assessment was based on AV's detailed analysis of EMR incidents over a three-year period. The stations and priority order takes into account; number of Priority Zero EMR events over a three-year period; and response time difference between CFA and AV.</p>	<p><u>Ambulance Victoria</u> Assessment of Need for CFA Rollout of EMR (in priority order)</p>
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	Year 1	Year 2	Year 3	Year 4	Year 5
	Melton	Rowville	Baxter	Numurkah	Bairnsdale
	Craigieburn	Hampton Park	Bayswater	Yarra Junction	Highton
	Mornington	Narre Warren	Narre Warren Nth	Nagambie	The Basin
	Pakenham	Eltham	Mt Eliza	St Leonards	Mooroopna
	Sunbury	Point Cook	Sale	Queenscliff	Swan Hill
	Rosebud	Epping	Eaglehawk	Bunyip	Beaconsfield
	Patterson River	Wendouree	Kangaroo Flat	Crib Point	Red Cliffs
	Echuca	Wangaratta	Somerville	Koo Wee Rup	Mernda
	Moe	Belmont	Montrose	Campbell's Creek	Kyneton
	Caroline Springs	Langwarrin	Rye	Woodend	Emerald
	Hoppers Crossing	Torquay	Warragul	Castlemaine	Doreen
	Corio	Healesville	Wonthaggi	Toolern Vale	Merbein
	Geelong City	Mt Martha	Maryborough	Yarra Glen	Robinvale
	Werribee	Ocean Grove	Wallan	Romsey	Ballan
	Lilydale	Seymour	Boneo	Belgrave Heights	Broadford
	Truganina	Drouin	Drysdale	Nhill	Research
	South Morang	Benalla	Lara	St Arnaud	Bittern
	Traralgon	Newborough	Stawell	Maffra	Golden Square
	Bendigo	Diamond Creek	Upwey	Monbulk	Portland
	Morwell	Kyabram	Mt Evelyn	Alexandra	Colac
	Wyndham Vale	Gisborne	Phillip Island	Murchison	South Warrandyte
	Bacchus Marsh	Ararat	Cockatoo	Coldstream	Yarrawonga
	Dromana	Lakes Entrance	Inverloch	Camperdown	Wodonga West
	Hastings	Churchill	Kilmore	Sebastopol	Hamilton
	Greenvale	Paynesville	San Remo	Mooroolbark	Cobram
	Sorrento	Keysborough	Heathcote	Ballarat	Pearcedale
	Frankston	Skye	Wesburn-Millgrove	Grovedale	Upper Ferntree Gully
	Noble Park	Warrandyte	Hillcrest	Plenty	Sarsfield
	Carrum Downs	Wodonga	Euroa	Leopold	Clyde
	Mildura	Warrnambool	Warburton	Horsham	
	Boronia	Geelong West	Portarlington	Ballarat City	
	Scoresby	Ferntree Gully	Devon Meadows		
	Total – 32 Brigades	Total – 32 Brigades	Total – 32 Brigades	Total – 31 Brigades	Total – 29 Brigades

	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
143 'RAR'								
Subclause	Comments							
	<ul style="list-style-type: none"> • This seeks to replace and/or override existing services provided by CFA volunteers and SES Units. Potential loss of RAR service from both CFA and SES volunteer brigades/units. There may be a reduction in volunteer rescue operator motivation and skills over the long term if they are turned back from more rescue calls • The CFA Rescue Association, which represents 25 CFA Rescue Brigades across the State has similarly not been consulted • Attempts to modify arrangements with little regard to the services already being provided by volunteer members and brigades by both CFA and SES • This ignores the considerable effort, training and experience of many volunteers and employees already active in this space • CFA is unable to fund existing Rescue Training sufficiently now • Concerns that current Rescue Appliances located at volunteer brigades will not be replaced in preference to prioritize integrated locations 							
143.1 The CFA will train all firefighters and officers in RAR to achieve a recognized qualification agreed between the parties	<ul style="list-style-type: none"> • Looking to replace existing capability which are strategically placed across the State • Volunteer Rescue Operator Trainers are highly skilled and are able to train and work with Paid staff and Volunteers. Many Volunteer Rescue Trainers have years (20 years plus) of hands on experience. • Existing volunteer rescue crews have extensive skills and experience to undertake difficult and arduous rescues involving major patient trauma and are able to undertake patient trauma response before and after 							

	<p>paramedics are on scene</p> <ul style="list-style-type: none"> Concerns that Volunteer Rescue operator roles within CFA will be eroded over time
<p>143.4 On clarification of the above, trained employees will be responded to RAR incidents and events across the State of Victoria in heavy pumpers in a control or supporting capacity. The Heavy pumpers shall be recognized as a Rescue Appliance at motor vehicle accidents that require extraction of victims.</p>	<ul style="list-style-type: none"> Will have a significant impact on volunteer brigades and SES units who already provide this service to these area's It is unclear if Heavy Pumpers located at volunteer brigades will also be 'upgraded' There may be issues around the chain of command when a volunteer rescue arrives at a scene where staff have already started working on the vehicle
<p>143.9 The Training, equipment, role, deployment and other arrangements for this role shall be determined via the CFA UFU Consultative Committee. These matters shall be resolved between the parties within the first 3 months following the commencement of this agreement. Any outstanding matters shall be resolved via the Fair Work Commission</p>	<ul style="list-style-type: none"> No capacity for the CFA Rescue Association, SES or volunteers to be involved in these discussions Overrides the Chief Officer in determining what these arrangements will be

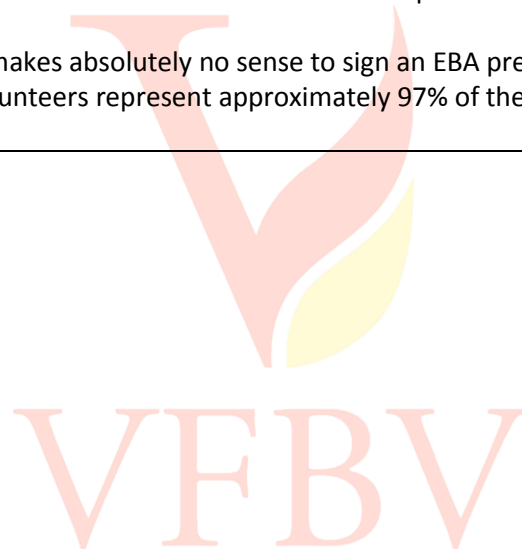


	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
148 'Instructors'								
Subclause	Comments							
	<ul style="list-style-type: none"> • The availability of training instructors is a major issue for CFA volunteers. Unfortunately, the EBA restricts the availability of instructors for volunteer training in several ways • With a workforce that is so predominantly volunteer and therefore requiring access to training instructors and to facilities like Fire Training Grounds at volunteer friendly times (mostly evenings/nights and weekends), why would CFA conclude industrial agreements that specify hours of work arrangements that do not correspond to the times of internal demand for those services by volunteers and their brigades? And why would it compound this problem with industrial agreements that ban alternative ways of providing these essential services to volunteers at volunteer friendly times such as through the use of casual and part time employees or external providers? • It is a simple proposition that an organisation's IR arrangements should reflect the needs and nature of the business. In any number of industries, management and employees that provide services, whether to the public or internally within the organisation, are subject to workplace arrangements which enable these services to be provided when they are needed. VFBV contends that services and support required by volunteers must be available at volunteer friendly times and this is fundamental to a volunteer based organisation • BARRIERS TO THE USE OF EXTERNAL SESSIONAL TRAINING INSTRUCTORS The steps required are virtually impossible to comply with and any attempt would be very costly. To our knowledge CFA has not been successful in implementing any sessional instructors despite this being a cost effective and sensible solution to ensure training can be delivered at a time, and location that suits volunteer availability • The inability for CFA to plan training, in advance and assuming the availability of an instructor (by whatever means) coupled with budget pressures means that training is supply driven not needs driven 							

- INSTRUCTOR HOURS OF WORK limits the availability of instructors at volunteer friendly times of an evening or weekend for training. The spread of their hours is generally weekdays but can include an average of two nights per week and five weekends in every eight week cycle.
- For example, an instructor over an eight week cycle can only work a maximum of 16 nights or an average of two nights a week. Since volunteers make up 98% of the CFA workforce, the majority of CFA training is required at volunteer friendly times.
- It would be desirable if CFA instructors were employed under workplace arrangements that better matched their hours of work to volunteer friendly times to maximise their effective availability for volunteer training. Failing this CFA needs to increase use of sessional instructors to achieve a cost effective and flexible resource capacity or fund additional permanent instructors to meet CFA brigade training demand.
- In addition to these clauses, the EB's restriction that "the CFA will not employ an employee on a part-time or casual basis, and no employee may hold a position on such a basis" has consequences for the provision of training instructors by the CFA.
- This prohibition means that otherwise qualified applicants for training instructor positions who are looking for permanent part-time or casual work for lifestyle or family reasons and whose own time availability may be consistently more volunteer friendly than full time staff under the EBA cannot be retained by the CFA. Organisational logic would suggest that training instructor positions that can't be filled in a reasonable time should at least be opened up for more flexible recruitment and employment arrangements.
- Such opportunities may be particularly attractive for firefighters who have left the job through retirement or experienced volunteers with other part time interests, including those who have retired early under state superannuation arrangements from education and training positions. Such flexible employment arrangements can be mutually beneficial; good for the part time instructors' commitments and good for CFA in the provision of instructors at volunteer friendly times.
- Over a lengthy period CFA have had instructor vacancies they have been unable to fill.
- This clause restricts access to appointments to structural instructor positions to career firefighters with a minimum of 5 years service as a paid career firefighter employed by CFA or a CFA-UFU recognised government fire service. In the case of wildfire instructors they must be drawn from career firefighter ranks or be assessed as having similar assessed experience through a lengthy RPL process at the end of which a UFU delegate must agree, or as agreed by UFU and CFA on an applicant by applicant basis. These industrial barriers serve to prevent the appointment of experienced and qualified volunteers to CFA Training Instructor

	positions and therefore contribute to the number of unfilled Training Instructor positions in CFA.							
	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
181-190 'Practical Area Drill Department Hours of Work'								
Subclause	Comments							
	<ul style="list-style-type: none"> Hot fire training at Field Training Grounds (FTGs) is an important part of volunteer learning and development as well as being important for skills maintenance. PAD operators run the hot fire training at these FTGs as an important part of training volunteer firefighters and skills maintenance. Clause 188 of the EBA sets out the ordinary hours of work for PAD Operators is 38 hours per week over five days, Monday to Friday worked between the hours of 0800 and 1645. Outside this time they can elect to work at overtime rates, but it is rightfully their decision. Their availability at volunteer friendly times for the majority of volunteers, that is, of an evening/night and on weekends, is at their own election and subject to overtime. To provide volunteer brigades with access to FTGs and their facilities at volunteer friendly times is therefore both costly and dependent on PAD Operators making themselves available outside their ordinary hours of work. These factors create serious limitations on the availability of hot fire training, assessment and skills maintenance for volunteers. Casual PAD operators were retained in the past by CFA to provide access for volunteers to these facilities. Such casual staff are now banned by industrial agreement negotiated and agreed by CFA. Consequently, the access to FTGs by volunteers is restricted. (The use of volunteer PAD operators is rare these days and the UFU has made clear its opposition to CFA allowing the use of volunteers for such work) The hours of work of PAD operators coupled with the recent ban on the use of casual PAD operators under the current industrial arrangements mean that volunteers have insufficient access to hot fire training (and skills maintenance opportunities) at Fire Training Grounds (FTGs) with serious consequences for CFA service delivery capacity into the future. CFA did have a group of volunteer pad operators who could operate at various FTGs at more volunteer friendly times, but this practice has been virtually abolished. FTG management arrangements seem to have 							

	<p>also largely ended the use of volunteer PAD Operators.</p> <ul style="list-style-type: none">• Clause 191 deals with inclement weather and provides that all employees must be provided with; 15min breaks <u>per hour</u> when the temperature is 30 degrees, 30mins break <u>per hour</u> when the temperature is 32 degrees, and <u>45 mins break per hour</u> when the temperature is 35 degrees. This would only leave 15 minutes for training per hour. Hot Fire Training is provided to simulate the conditions trainees are likely to experience when responding to a fire. Whilst every effort should be made to ensure the safety and comfort of employees involved in these activities, these prescriptive requirements are unworkable.• Ignores the skills, experience and ability of many volunteers who do have the required qualifications as well as the skills and abilities to undertake paid instructor and PAD operator roles.• It makes absolutely no sense to sign an EBA preventing staff from working “volunteer-friendly” hours when volunteers represent approximately 97% of the workforce.
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Schedules

Most of the comments concerning the Schedules can be found under the specific clauses earlier in the document, where the schedules are referenced.

A brief summary is provided for the following schedules to assist the reader understand how they inter-relate to the overarching themes or concerns.



	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
Schedule 1: Minimum Crewing Chart								
Subclause	Comments							
	<ul style="list-style-type: none"> • There are four additional locations included in Schedule 1 for new Integrated Brigades. This inclusion is a direct contradiction of the Premiers and Ministers assurances that the proposed EBA only effects the existing 34 Integrated brigades and will not affect other volunteer brigades. This is a contradiction of CFA’s existing CFA Operations Directorate - Human Resource Planning Principles for CFA Brigades (the ‘brigade support continuum’); what efforts and actions has CFA taken to apply the policy of the CFA Operations Directorate - Human Resource Planning Principles for CFA Brigades (the ‘brigade support continuum’) to those newly listed locations prior to CFA consenting to this agreement • VFBV believe that if the appointment of career staff to a brigade where they are genuinely needed for operational reasons can be successful and rewarding for all members of the brigade provided: <ul style="list-style-type: none"> ○ the decision to appoint a career firefighter(s) was the result of a genuine application of the ‘continuum of support’ Human Resource Planning Principles, which includes detailed discussion and formal consultation with the brigade’s volunteers; ○ it is coupled with role clarity for incoming staff - they are deployed to the brigade to support and build volunteer capacity as well as supplement (not replace) volunteers in the delivery of CFA services rather than replacing volunteers; and, ○ the new integrated brigade is based on a mutually supportive and equal partnership between volunteers and paid staff. • This is the recipe for success and the process and ongoing arrangements need to the pro-actively managed accordingly. The formulation of Schedules such as Schedule 1 bypasses all of CFA’s internal governance and consultation processes, and shuts volunteers out from being involved in these discussions, which is contrary to the CFA Act. 							

	<ul style="list-style-type: none">• Schedule 1 dictates staffing to 38 locations, that being 4 locations above the current 34 integrated stations• The CFA has not met its consultative obligations to 3 of those 4 new locations.• This schedule overrides the role and powers of the Chief Officer and removes all flexibility for him to deploy his workforce to those communities that need it• This directly contradicts the Premier’s statements that this EBA will only affect the current 34 integrated brigade locations.• VFBV requests CFA provide evidence of what steps and actions it has taken pursuant to CFA Policy “CFA Operations Directorate - Human Resource Planning Principles for CFA Brigades” (The Continuum of Support) for the newly identified locations, and what consultation has occurred with each of those brigades concerning their move to integration.
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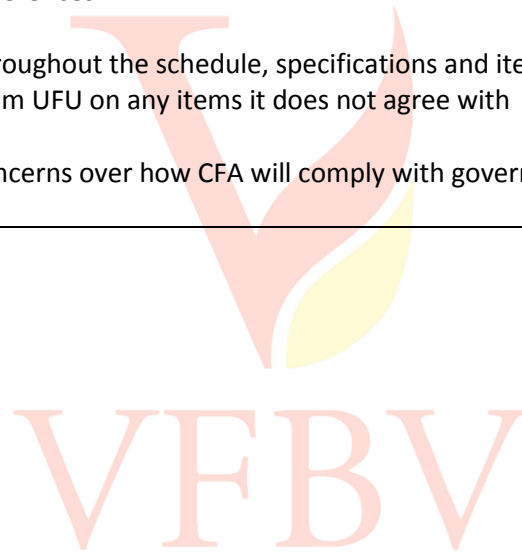


	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
Schedule 5 + 6: Training Framework								
Subclause	Comments							
	<ul style="list-style-type: none"> • Schedules 5 and 6 of the EBA prescribe matters in regard to operational training for career Firefighters, Station Officers and volunteers and prohibits both career staff and volunteers from firefighting unless they are trained in the content and assessed in the way agreed between the UFU and CFA. Under current industrial arrangements, VFBV/volunteers have no role in determining these matters that directly affect them. The impact of these arrangements is yet to be assessed. • The training framework set out in Schedule 5 and 6 to the EBA was negotiated by CFA with UFU. The framework affects volunteer training. There was no consultation or negotiation with VFBV on the content relevant to volunteers. At various points in the document there are references to the need for agreement with UFU. At no point in the document is the need to discuss matters with VFBV representing volunteers raised, let alone any requirement for agreement with the VFBV. • Similarly, the statements on operational training and assessment in the CFA set out in these schedules, which specifically covers operational training for volunteers, was solely negotiated between CFA and UFU with no discussion or negotiation with VFBV or volunteers. • Matters and arrangements concerning volunteers have no place in an industrial EBA of which they are not a party and have no opportunity to be involved in • This schedule and Schedule 6 directly contradicts the statements of the Premier that this EBA will have no effect on volunteers or volunteer brigades. 							

Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
Schedule 11: Classification Descriptions								
Subclause	Comments							
	<ul style="list-style-type: none"> • It is VFBV's view that the special and specific volunteer support and capacity building role that all CFA staff must perform, in parallel with whatever operational, technical, and administrative or other support role they are employed for, need to be better recognised, better supported with training and appropriately rewarded. • Further, we think it appropriate that CFA enterprise agreements would be better aligned to the CFA's statutory obligations regarding encouragement, maintaining and strengthening the capacity of volunteers to provide the Authority's services if they provided for a performance pay bonus system as a practical way of recognising paid staff commitment and achievement in furtherance to this volunteer objective. • By incorporating PD's into the EBA effectively prevents them being updated without UFU agreement, and also precludes volunteers from being involved in the development and discussions of PD's of the employees that are hired to support and encourage them. VFBV does not expect to be a determinant of such matters, but does believe volunteers should have input into discussions around CFA's workforce design, arrangements and PD's in order to discuss and articulate matters that are critical for volunteer support • VFBV submits that pursuant to the CFA Act that CFA is first and foremost a volunteer based organisation that incorporation in all CFA staff position descriptions is that one of the key objects of CFA staff is to support CFA volunteers and help build volunteer capacity to deliver CFA services: • Position descriptions for managers, supervisors and all operational staff positions should include under 'key result areas' or equivalent a requirement of the relevant position to take all steps necessary to maintain and build volunteer capacity to deliver CFA services and specify relevant duties for the classification that accord with this requirement: • Individual performance management arrangements for managers, supervisors and operational staff and their promotion and reward criteria should reflect assessment of performance against such and other relevant criteria. Staff should be rewarded for meeting performance targets that encourage, maintain and strengthen the capacity of volunteers to provide the Authorities services. 							

Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
Schedule 20: List of Station Wear, Uniform & PPC/E								
Subclause	Comments							
Paragraph 3: Where the items listed below are different to the MFB items, the MFB items will prevail as per clause 83.5	<ul style="list-style-type: none"> Removes decision making and procurement decisions away from CFA and locks CFA into accepting any decisions reached between the UFU and the MFB No opportunity for volunteers to influence MFB items, and thus have no opportunity to be involved in these discussions 							
Paragraph 5: To ensure that operational health and safety and identification of skills is maintained, all items of PPC, station wear and uniform must be significantly visually distinguishable for professional firefighters and will only be made available for professional firefighters. This shall not prevent the CFA from providing PPC and uniform of the same standard to volunteer firefighters which is significantly visually distinguishable from that which is provided to professional firefighters covered by this agreement. Uniform provided to non-operational employees will be significantly visually distinguishable from that which is provided to professional firefighters covered by this agreement.	<ul style="list-style-type: none"> 'One CFA' has been an important principle in ensuring all members work as one, and work fully integrated. This clause attempts to create a "visually distinguishable" us and them culture, and is contrary to the principle of volunteers and staff working in a fully integrated manner as one team Some informal purported interpretation has been this will just mean different rank insignia's will be used, however based on experience from working parties established over the last 24 months to deal with replacement structural helmets, replacement bushfire PPC and Station Wear/Work Wear the UFU has consistently perused significant visual differences to depict staff and volunteers which in all cases has involved completely different colours. For example, through the recent BA Replacement Program which the UFU have refused to attend any meetings that volunteers are invited to, the replacement of structural helmets has been the topic of review due to the UFU's refusal to adopt slight changes made by Australian Standards to the current CFA pelican helmets to actually make them safer. They have advocated for only MFB style (European) helmets to be used within CFA, and for volunteer helmets to be a different colour to career staff. The agreement commits to a "new style structural helmet within 12 months". As volunteer helmets will likely not have been costed or budgeted, this will again result in PPC designed for career staff only being made available to career staff, with volunteers left having to go without, and going cap in hand to Government to provide additional funds for volunteer rollout. (Similar to the situation volunteer face in attaining EMR, volunteer uniforms/workwear and station replacement. 							

	<ul style="list-style-type: none">• This clause would also technically prevent the Assistance Chief Officers, Deputy Chief Officers and the Chief Officer himself from wearing clothing and PPC issued to classifications under this agreement – as they are not covered by this agreement• The clause also tries to differentiate between career staff of the operational stream, and employees covered by other unions• These kind of clauses create tension and unnecessary angst within an organisation that depends on everyone working together and getting along. Common training and qualification amongst all firefighters (both volunteer and staff) removes any “health and safety” concerns purported to be the reasons for such differences• Throughout the schedule, specifications and items must be “agreed” between the parties, providing veto to them UFU on any items it does not agree with• Concerns over how CFA will comply with government tendering, procurement and probity requirements
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Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
Schedule 21: Lockup Arrangements								
Subclause	Comments							
	<ul style="list-style-type: none"> • This clause specifies what access levels volunteers will be given to them at their own Integrated Brigade • There has been no discussion or involvement of volunteers in these decisions • Volunteer access to the station is the lowest form of access – and the most restricted of the 5 levels. Paid Firefighter Recruits fresh out of graduation, and have only been in the organisation for approx. 16 weeks are provided greater access than volunteers simply by their pay status, some of whom have been with the organisation for 20, 30, sometimes more than 60 years. Matters concerning volunteers have no place in a staff operational EBA. • These decisions should be the purview of the Chief Officer or his delegate, and in consultation with the specific brigade management team, not a matter prescribed in an EBA • Restrictions to the Key Cabinet will result in volunteers potentially not having access to protected premises should they be responding to incidents when the staff are away or at another incident. Key cabinets are a common fixture at most structural brigades, including fully volunteer ones. Volunteers are unsure why volunteers at volunteer brigades (1,147 of them) are trusted with this access, yet volunteers at current integrated brigades (34) are not • This contradicts the Premier’s statement that this EBA will not affect volunteers 							

	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
Schedule 22: CFA Breathing Apparatus Procedures								
Subclause	Comments							
	<ul style="list-style-type: none"> • This is an operational procedure/guideline and forms part of CFA’s operational doctrine. As such, it equally affects volunteers and career staff. • Operational Doctrine is formulated, approved and endorsed through the CFA Chief Officer and is subject to consultation with all parties (CFA Standing Order 1.01/1.02) through the development of Chief Officer Standing Orders, Standard Operating Procedures and other guidelines. It has no place in an Operational EBA • Under current industrial arrangements, inclusion of policy in an EBA means VFBV/volunteer consultation is bypassed, and they have no role in determining these matters that directly affect them. • Schedules to the EBA are negotiated by CFA with UFU. Operational Doctrine matters directly affects <u>volunteers, who make up the majority of the state’s operational firefighters</u>. There was no consultation or negotiation with VFBV on the content relevant to volunteers. • Schedule 22 as supplied (17.4) is a particularly poor copy, and is blurred and difficult to read, as are many of the other schedules. 							

	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
Schedule 23: RECEO								
Subclause	Comments							
	<ul style="list-style-type: none"> • This is an operational procedure/guideline and forms part of CFA’s operational doctrine. As such, it equally affects volunteers and career staff. • Operational Doctrine is formulated, approved and endorsed through the CFA Chief Officer and is subject to consultation with all parties (CFA Standing Order 1.01/1.02) through the development of Chief Officer Standing Orders, Standard Operating Procedures and other guidelines. It has no place in an Operational EBA • Under current industrial arrangements, inclusion of policy in an EBA means VFBV/volunteer consultation is bypassed, and they have no role in determining these matters that directly affect them. • Schedules to the EBA are negotiated by CFA with UFU. Operational Doctrine matters directly affects <u>volunteers, who make up the majority of the state’s operational firefighters</u>. There was no consultation or negotiation with VFBV on the content relevant to volunteers. • Schedule 23 as supplied (17.4) is a particularly poor copy, and is blurred and difficult to read, as are many of the other schedules. 							

	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
Schedule 24: CFA Systems of Work								
Subclause	Comments							
	<ul style="list-style-type: none"> • This is an operational and organisation HR procedure/guideline and forms part of CFA’s operational and organisational doctrine. As such, it equally affects volunteers and career staff. • Operational Doctrine is formulated, approved and endorsed through the CFA Chief Officer and is subject to consultation with all parties (CFA Standing Order 1.01/1.02) through the development of Chief Officer Standing Orders, Standard Operating Procedures and other guidelines. It has no place in an Operational EBA • CFA Organisational Doctrine is formulated, approved and endorsed through the CFA Board and the Organisational Leadership Team after consultation with all parties and has no place in an Operational EBA • Under current industrial arrangements, inclusion of policy in an EBA means VFBV/volunteer consultation is bypassed, and they have no role in determining these matters that directly affect them. • Schedules to the EBA are negotiated by CFA with UFU. Operational and Organisational Doctrine matters directly affects volunteers, who make up the majority of the state’s operational firefighters. There was no consultation or negotiation with VFBV on the content relevant to volunteers. • Schedule 24 as supplied (17.4) is a particularly poor copy, and is blurred and difficult to read, as are many of the other schedules. 							

Clause number per CFA/UFU EBA 2016	Key areas of concern							
	1	2	3	4	5	6	7	8
Schedule 25: Appliance Schedule								
Subclause	Comments							
	<ul style="list-style-type: none"> Removes decision making and procurement decisions away from CFA and locks CFA into very prescriptive procurement decisions Great concern that by listing specific manufacturers and cab chassis may directly contradict government procurement and tendering guidelines Great concern that by listing specific manufacturers and cab chassis may be anti-competitive and may discourage competition in the market No opportunity for volunteers to influence appliances listed in the schedule, and thus have no opportunity to be involved in these discussions. CFA does not manufacturer “staff” trucks vs “volunteer trucks”. By excluding volunteers from these discussions they can have no input into fleet decisions Specifying the placement of specific specialist response appliances to particular integrated locations removes the Chief Officers right to allocate resources on a strategic basis where needed 							

	Key areas of concern							
Clause number per CFA/UFU EBA 2016	1	2	3	4	5	6	7	8
Cost implications arising from the proposed agreement having regard to the existing budget								
Subclause	Comments							
	<ul style="list-style-type: none"> • Volunteers are deeply concerned about the cost implications of the proposed agreement • VFBV requests full, independent and transparent costings be provided to VFBV to ensure the obligations and requirements of this agreement have been fully costed and funded, and will not reduce or impact CFA funds or budgets in any other areas, especially areas that directly impact upon volunteers and volunteer support and initiatives • VFBV requests full and independent disclosure of all current CFA internal budgets that affect volunteers, volunteer support and volunteer training, in order for a baseline to be created to monitor any funding shortfall activities that may be pursued in the future (such has been experienced in the past due to blow outs in the operational staff's overtime budgets, purported to be in excess of \$20 million for this year alone) • In the DTF 2012 Base Review team in briefing the CFA Board concluded, amongst other things, that there were wide scale inefficiencies associated with the management of CFA's and MFB's operational workforce due to prevailing EBAs and workplace culture. CFA FSR Submission • Volunteers are deeply concerned that there appears to be a wide disparity between CFA's internal costings (approx. \$700 million) and Treasuries Costings (approx. \$150 million) 							

Schedule 1: Volunteer Charter

Relevant excerpt from the CFA Act;



6G Recognition of the Volunteer Charter

The Parliament recognises that the Volunteer Charter—

- (a) is a statement of the commitment and principles that apply to the relationship between the Government of Victoria, the Authority and volunteer officers and members; and
- (b) requires that the Authority recognise, value, respect and promote the contribution of volunteer officers and members to the well-being and safety of the community; and
- (c) requires that the Government of Victoria and the Authority commit to consulting with Volunteer Fire Brigades Victoria Incorporated on behalf of volunteer officers and members on any matter that might reasonably be expected to affect them.

6H Authority to have regard to Volunteer Charter

The Authority must, in performing its functions, have regard to the commitment and principles set out in the Volunteer Charter.

PREAMBLE

Volunteers of the Country Fire Authority of Victoria (CFA) are fundamental to emergency management in Victoria and their value and importance is recognised. Volunteers and the commitment they bring to the protection of the Victorian community remain the core strength of CFA. The individual and collective interests and needs of Volunteers must be protected if they are to deliver their services safely and effectively. They must always be consulted about issues that affect them as Volunteers. This Charter recognises that the members of CFA and their Association, Volunteer Fire Brigades Victoria (VFVB), operate under the Country Fire Authority Act 1958. The Charter is a statement of principle that will apply to the relationship between CFA, the State of Victoria, and CFA's Volunteers.

VOLUNTEER CHARTER

THIS VOLUNTEER CHARTER...

- Is an agreed commitment by the State of Victoria, CFA and VFVB on behalf of CFA Volunteers to each other;
- Ensures the State of Victoria and CFA will commit to consultation with Volunteers about all matters which might reasonably be expected to affect Volunteers;
- Provides the framework for the three-way relationship between the parties, requiring the success of the relationship and the outcomes from the Charter to be judged against the following principles:
 - Is it fair?
 - Is it just?
 - Is it reasonable?
 - Does it discriminate against Volunteers?
 - Is the outcome practicable and sustainable?
 - Is it in the best interest of the safety of the Victorian community?
- Is the framework for an enduring commitment between the parties. The Charter shall be reviewed as required by the parties or at the end of four years from its date of commencement.

VOLUNTEERS IN CFA...

- Selflessly bring time and life skills to protect life and property, prevent and suppress fires and thus create a safer community. They actively promote fire prevention works and provide fire, emergency and community services across Victoria. Many Volunteers provide their own equipment to do so;
- Are drawn from communities throughout Victoria in order to participate in an integrated fire service through a practical partnership based on mutual respect for CFA, people employed by CFA, and personnel of other organisations, to ensure that community safety needs are met to the best of their collective abilities;
- Depend on the goodwill and practical support of their families, friends and employers to enable them to serve. The time available to them is limited by the needs and demands of their employment, families and other obligations; and

- Do not contribute their time for financial reward but do expect to gain satisfaction from service, achievement, personal development and camaraderie.
- THE VOLUNTEERS WILL PROVIDE THEIR SERVICES TO THE BEST OF THEIR ABILITIES SUBJECT TO THE FOLLOWING PRINCIPLES...**

To:

- Provide their services for the protection of life and property, prevention and suppression of fires and undertake other relevant duties to create a safer community in a mutual, respectful and active partnership with people employed by CFA, other organisations and the community;
- Operate safely and undertake appropriate training and planning to ensure their personal safety and enhance the delivery of services in creating a safer community;
- Exercise the powers vested in them by the Country Fire Authority Act 1958 and Regulations in the best interests of the community;
- Recognise and support the elected VFVB representatives and the consultative mechanisms as agreed with CFA, and
- Be committed to working in harmony and consultation with CFA and seek to resolve differences of opinion internally in the first instance.

THE CFA RECOGNISES THE COMMITMENT OF VOLUNTEERS. THE CFA SHALL PROVIDE ITS SERVICES AND SUPPORT TO VOLUNTEERS SUBJECT TO THE FOLLOWING PRINCIPLES...

To:

- Recognise, value, respect and promote CFA Volunteers who come from widely divergent communities with differing needs and characteristics, as core partners with people employed by CFA;
- Recognise and acknowledge that a primary responsibility of CFA, and people employed by CFA is to nurture and encourage Volunteers and to facilitate and develop their skills and competencies;

- Recognise and acknowledge the value of the time that Volunteers provide to CFA and ensure that Volunteer time is used to maximum advantage;

- Acknowledge that policy development and change should always be considered in terms of its potential to support and facilitate the Volunteer contribution and the particular situation of local brigades;

- Recognise that VFVB represents Volunteers in general and ensure there is meaningful consultation, allowing enough time for real involvement, with the elected representatives of Volunteers on all matters which may impact upon Volunteers before the adoption or implementation of any new or changed policies, procedures or approaches;

- Ensure that Volunteer views, opinions and concerns are fully considered before adopting any new or changed policies, procedures or approaches which impact on them as CFA Volunteers;

- Provide the resources necessary to enable new or changed policies, procedures or approaches which impact on them as CFA Volunteers to be implemented efficiently and effectively;

- Provide adequate resources to enable Volunteers in CFA to deliver agreed services;
- Provide administrative, operational and infrastructure support to enable Volunteers to perform their roles safely and effectively within available resources;

- Recognise and respect the needs of Volunteers that are derived from their volunteer service and provide effective and comprehensive support services within available resources including but not limited to:
 - Where appropriate providing protection against the financial consequences of extended litigation and arranging adequate legal representation with respect to proceedings involving Volunteers arising out of CFA activities;
 - OH&S support and development of the safest possible working environment for Volunteers;

- Procedures to address issues of discrimination in a fair, just and timely manner;
- Counselling and welfare support;
- Training;
- Support and assistance for Volunteers in applying for employment as CFA employees; and
- Compensation for accidents, injuries and losses.

THE GOVERNMENT OF VICTORIA RECOGNISES AND ACKNOWLEDGES THE VOLUNTEERS' COMMITMENT. THE STATE OF VICTORIA WILL PROVIDE SUPPORT TO THE VOLUNTEERS SUBJECT TO THE FOLLOWING PRINCIPLES...

To:

- Recognise, value, respect and promote CFA Volunteers, their families and employers for their contributions to the well-being and safety of the people of Victoria;
- Ensure that CFA legislation appropriately recognises the needs and interests of Volunteers in the delivery of services and protects Volunteers who provide their services in good faith and their dependants from financial losses and other liabilities; and
- Consult with the elected representatives of Volunteers on all matters which may impact upon Volunteers including proposed legislation and the adequacy of resources to enable Volunteers in CFA to deliver the agreed services.

THE COMMITMENT...

The parties commit themselves to use and apply the Charter in the spirit of mutual respect and goodwill and to work together in that spirit to resolve any disputes which may arise between CFA, the State of Victoria and the Volunteers by reference to the key principles set down in this Volunteer Charter.



This Charter is dated the 27th day of February 2011 and reaffirms the enduring commitment between the parties to each other evidenced by the Volunteer Charter made on 22nd December 2001.

Paul Baillieu MP
Paul Baillieu MP
Premier on behalf of the State of Victoria

Hans van Hamond
Hans van Hamond AFSM
President, Volunteer Fire Brigades Victoria

Kerry Murphy
Kerry Murphy PSM, AFSM
Chairman, Country Fire Authority



Schedule 2: Emergency Management Volunteer Statement



EMERGENCY MANAGEMENT VOLUNTEER STATEMENT

Volunteers play a critical role in the delivery of emergency management across Victoria.

There are over 100,000 emergency management volunteers throughout the State across a wide range of agencies. A community focused service delivery approach, with volunteers working together with agencies and paid staff, provides the best outcome for Victorian communities.

Through reference to the key principles set down in this Emergency Management Volunteer Statement, the parties commit to use and apply the Statement to strengthen the culture of volunteering in Victoria and build a shared understanding of, and respect for, the critical role that volunteers play in the emergency management sector and community.

VICTORIA
State
Government

This Statement is dated the 4th of May 2016.


Daniel Andrews MP
Premier, State of Victoria


Jane Garrett MP
Minister for Emergency Services


Craig Lapsley PSM
Emergency Management Commissioner

Emergency Management Agencies Signatories:


Kin Loy APM
Ambulance Victoria
Chair


Penny Harrison
Australian Red Cross - Victoria
Executive Director


Raymond A Campbell ESM
Australian Volunteer Coast Guard
National Commodore


John Pebrady
Country Fire Authority
Acting Chair


Tom Mollenkopf
Life Saving Victoria
Chair


Major Eddy Holman
Victorian Army - State Liaison
Victorian State Council
Emergency Services Officer,


Cameron Oskay
St John Ambulance
Victorian Chair


Peter Alkers
Victoria State Emergency Service
Chair


Stuart Stuart
Victorian Council of Churches
Chief Executive Officer


Dr Foyle Bendrup
Volunteer Emergency Service Association
Independent Chair


New Jones AFSM
Volunteer Fire Brigades Victoria
State President

The Emergency Management Volunteer Statement:

- Is an agreed commitment between the State of Victoria and emergency management volunteers, from agencies listed in the Emergency Management Manual Victoria;
- Ensures the State of Victoria and the emergency management volunteer agencies will commit to consult with volunteers on matters which affect them, through volunteer engagement arrangements within the emergency management sector, including the Volunteer Consultative Forum, and in line with their agencies' obligations;
- Is the framework for an enduring commitment between the parties. The Statement will be reviewed as required by the parties or at the end of four years from its date of commencement;
- The parties commit to maintaining and further building emergency management volunteer capacity as required, to plan, prepare, respond and recover from emergencies and build community safety and resilience; and
- Exists and complements the enduring effect of the CFA Volunteer Charter.

Emergency Management Volunteers:

- Selflessly give their time to protect and help others;
- Are essential to the State's response before, during and after both routine and major emergencies;
- Are part of their communities and, as such, are fundamental to community safety and resilience;
- Give of their time without expectation of financial reward, but to gain satisfaction from service, achievement, personal development and camaraderie;
- Depend on the goodwill and practical support of their families, friends and employees to enable them to serve;
- Provide their services for the protection of life and property, to create a safer community;
- Work with all emergency management volunteers and paid staff in a mutually respectful and active partnership, having regard to the principles of their agencies, other organisations, government and the community;
- Operate safely and undertake appropriate training and planning to ensure their personal safety and enhance the delivery of services in creating a safer community;
- Are committed to maintaining positive and collaborative relationships with emergency management agencies, government and each other; and
- Bring an extensive and unique range of community and industry skills to Victoria's emergency management capability.

Emergency Management Volunteer Agencies:

- Recognise, value, respect, promote and support emergency management volunteers who come from widely diverse communities with differing needs and characteristics;
- Recognise and acknowledge that a primary responsibility of agencies' paid staff is to nurture and encourage volunteers and to facilitate and develop their skills and competencies, and maintain and build volunteer capacity at all levels of emergency management;
- Recognise and acknowledge the value of the time that volunteers provide and ensure that their time is optimally utilised;
- Work with and support a positive integration of paid and volunteer emergency management workers;
- Develop and maintain an organisational culture and organisational relationships that support volunteer engagement in all emergency management functions;
- Ensure that volunteer views, opinions and concerns are considered before adopting any new or changed policies, procedures or approaches that impact on them as volunteers;
- Provide administrative, operational and infrastructure support in a timely manner to enable volunteers to perform their roles safely and effectively with appropriate resources;
- Commit to maintaining and building individual and overall emergency management volunteer capacity to carry out emergency management roles;
- Recognise and value the unique range of community and industry skills that volunteers provide to emergency management;
- Endeavour to utilise suitably qualified and experienced volunteers in key leadership positions; and
- Recognise the value of volunteers and their local knowledge during emergencies.

The State of Victoria:

- Recognise, value, respects and promotes emergency management volunteers, their families and employees for their contributions to the wellbeing and safety of Victorian communities;
- Commits to engage and consult with emergency management volunteers and their representative bodies on emergency management issues and matters that affect them, through the Volunteer Consultative Forum and other volunteer engagement arrangements within the emergency management sector taking into account the recognition of the importance of volunteers in Victoria's emergency management arrangements under the Emergency Management Act 2013; and
- Will ensure that the commitments and principles in this statement are supported across government and by emergency management volunteer agencies.

The Emergency Management Commissioner:

- Commits to perform the functions having regard to the fundamental importance of the role that volunteers play in the performance of emergency management functions in Victoria.

These commitments are made within a legislative and policy framework that includes the obligations of the Emergency Management Commissioner and Emergency Management Victoria to have regard to the fundamental importance of the role that volunteers play in the performance of emergency management functions in Victoria, under the **Emergency Management Act 2013**; the roles of emergency management volunteer agencies under the **State Emergency Response Plan for the State**; the **Emergency Recovery Handbook**; the principles and obligations agreed between the Victorian Government, CFA, and its Volunteers set out in the **CFA Volunteer Charter 2011** and the **Country Fire Authority Act 1958**.



TOGETHER, WE WORK AS ONE

Schedule 3: Relevant Independent Review Summaries

**Review of Report by Judge Gordon Lewis AM
“Processes to Select New Personal Protective Clothing for Victorian Firefighters”**



Review of Report by Judge Gordon Lewis AM “Processes to Select New Personal Protective Clothing for Victorian Firefighters”

This Review highlights comments from the Lewis Report of 28 February 2008 about CFA’s process to select, test and procure structural personal protective clothing (PPC, sometimes referred to as PPE) for CFA volunteer and paid firefighters.

Abbreviations used in this review:

- CFA Country Fire Authority
- JGL Judge Gordon Lewis (author of the Report)
- MFB Metropolitan Fire Brigade
- UFU United Firefighters Union
- PPC Personal Protective Clothing (meaning structural PPC in the context of the Report).
- RFT Request for Tender

Clause	Context	Summary
1	Summary of Observations and recommendations.	<ul style="list-style-type: none"> • The period 2007 represents a “<i>sorry history</i>” (including) “<i>a policy of obstruction by the UFU until it achieved what it wanted</i>”, and “<i>ongoing industrial action</i>”. • UFU took a product-based approach, while the agencies (MFB and CFA) took a performance –based approach. No agreement was reached on the Specification. • Other factors, together with ongoing debate about the Specification, meant that the original deadline (of May 2003) could not be met. • Negotiation of a new EBA was accompanied by industrial action that impacted on the PPC tendering process. DoJ intervened in the EBA negotiations and produced the “Way Forward” document in 2006 to seek a solution to the tender process impasse. • Firefighters and the public have been “poorly served” by the inability of the UFU, MFB and CFA to work co-operatively to deliver new PPC. The project difficulties were “symptomatic of issues in the relationships between CFA, the MFB, the UFU and the Volunteer organisations.”
1.3	(Recommendation Regarding) EBA	<ul style="list-style-type: none"> • Clause 47 “Uniforms and Equipment (of the EBA at the time) states, inter alia: <ul style="list-style-type: none"> ○ First para: Requires the agreement of CFA and UFU on clothing and equipment of employees. ○ Third para: Requires the agreement of CFA and UFU on clothing specifications.

Clause	Context	Summary
		<ul style="list-style-type: none"> • These paragraphs constitute a “power of veto” for the UFU. • JGL recommended that these paragraphs be deleted and replaced with: <i>“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 which the employer decides must be worn and/or used by the employee, after consultation with the Union.”</i> • JGL further recommended that similar changes be made in future EBAs. • In making these recommendations, JGL commented: <i>“I am of the view that in relation to negotiations between the CFA and the UFU, the UFU has consistently taken advantage of the wording of the clause as it presently stands, to achieve, in effect, a veto of any attempt by the CFA to improve clothing and equipment issued to employees, with which the UFU does not agree.”</i> • JGL also commented that future EBA negotiations should make clear that <i>“CFA is committed to consultation with volunteer firefighters, who shall be entitled to participate in any discussions directed at all matters that affect them, including the improvement of clothing and equipment issued to firefighters.”</i> • JGL also commented on other CFA EBA clauses which require Union agreement (ie have UFU power of veto) and said that his comments (about the UFU power of veto) <i>“are equally applicable to those clauses.”</i>
1.4	Stakeholder Relations	<ul style="list-style-type: none"> • JGL found that <i>“The relationship between the UFU and the agencies was adversarial and characterised by personal conflict; intransigence; and a lack of trust, shared commitment or respect. The issues raised contributed to the delay in the tendering process.”</i>
3.2	Submission and Consultation Process	<ul style="list-style-type: none"> • Whilst invited to do so, the UFU refused to take part in the Inquiry.
3.4	Interstate and International Experiences	<ul style="list-style-type: none"> • NSW Fire Brigades took only 12 months to select suitable structural PPE, commencing in 1998. Later reviews and re-tendering processes took only 6 months. • Tasmania Fire Service process was interfered with by UFU, and the length of the process to procure was expected to stretch to 2 years. • In South Australia, the UFU was again involved, and the process took 16 months.

Clause	Context	Summary
4.2	Commencement of Request for Tender Process, 2000-August 2002.	<ul style="list-style-type: none"> Both the MFB and CFA PPC specifications provided for a layered approach to the construction of structural PPC. The UFU did not support this, and refused to participate in trials. No reasons for the UFU position are listed in the Report.
4.3	The Tendering Process, June 2002 – December 2007	<ul style="list-style-type: none"> In July 2002, UFU raised grievances about the MFB tender being prepared by the Supply department and not the Uniform/PPE Committee, and that changes negotiated with the Supply Department had not been included. In October 2002, UFU wrote to all suppliers advising them to submit their products for evaluation by the Uniform Committee. MFB refuted this, noting that sourcing of products in this manner conflicted with the Victorian Government Purchasing Guidelines. UFU directed its' representatives not to attend the joint tender evaluation panel meeting in August 2002, and the evaluation process commenced in their absence. UFU did not participate in these meetings until January 2003. UFU also refused to participate in the CFA Ensemble Committee in October 2002, due to the inclusion of Volunteer representatives in the consultative process. UFU also indicated that the RFT specification was different to UFU's submission, and alleged that CFA was in breach of the EBA and OHS agreement. A probity briefing was provided at the first CFA Ensemble Committee meeting. As UFU members had not attended, they were requested not to attend further meetings until they had completed the probity requirements. This requirement was completed, and UFU reps attended the meeting held in June 2003. Their concerns about Volunteer representation on the Committee were not resolved. Information on the (confidential) tender assessments was supplied by a UFU member of the Tender Evaluation Panel and published in "The Australian Firefighter". UFU lodged a notification of dispute with AIRC in November 2002 regarding "unsatisfactory consultative procedures" by CFA. AIRC hearings in February and March found that the matters were not conciliable. In November 2003, the PBI Gold outer shell ensemble was removed from trials due to failure of the AS4967 edge ignition test. UFU members did not attend the relevant meetings, and lodged a grievance regarding its belief that PBI Gold should not be excluded. In December 2003, AFAC advised MFB that AS4967 was likely to be changed in 2004. The implication was that PBI Gold may then satisfy the Standard. UFU did not participate in trials of the Nomex products at Fiskville in January 2004.

Clause	Context	Summary
		<ul style="list-style-type: none"> • In March 2004, the CFA Ensemble Committee determined that the Nomex product was the preferred specification. UFU sought to table the AFAC correspondence re: possible change to AS4967. • During the first 6 months of 2004, there was a lack of agreement on the Specification. UFU reminded both CFA and MFB of the UFU power of veto under the respective EBAs. Another grievance lodged with AIRC in August 2004 sought to have PBI Gold included in the evaluation, but this was found to be not conciliable. • MFB mannequin testing scheduled for March 2004 were postponed due to UFU action. • Changes to AS4967 were found not to be relevant by the CFA Ensemble Committee as PBI Gold still did not meet the specification. • CFA obtained legal advice in September 2004 which indicated that the introduction of PBI Gold could expose CFA to legal action. • UFU continued to pursue the inclusion of PBI Gold in the process and debate continued about the Specifications. UFU then published an allegation that MFB were pursuing the “cheapest available clothing that offered inadequate protection”. In a letter to the Minister for Police and Emergency Services, the UFU allege that MFB had “done nothing since 2000 in the procurement of new PPE”. • In May 2005, UFU advised MFB and CFA that if a structural clothing spec was not agreed by June 2005, they would direct their members to “withdraw from internal structural firefighting activities for their own safety”. • In July 2005, UFU advised its’ CFA members that no CFA firefighter was to undertake hot fire training, alleging that the current PPC was inadequate. • Legal advice was sought. CFA and MFB were advised that changing their specification carried considerable commercial risks. MFB was advised that including PBI Gold would amount to a breach of the contract process. • In July 2005 during discussions to replace the 2002 EBA, CFA sought to change Clause 47 to consult only (and remove the UFU power of veto). UFU rejected this. • In September 2005, CFA sent a facts pack to UFU and AIR explaining how PBI Gold still failed the Specification, despite now passing the modified AS4967 test regime. • For MFB, the remainder of 2005 was taken up dealing with Worksafe and the issue of a number of Provisional Improvement Notices.

Clause	Context	Summary
		<ul style="list-style-type: none"> • CFA field trials commenced in 2006 with volunteer and paid firefighters. However paid firefighters did not submit their assessments. The UFU dispute over the Specification and the role of the Ensemble Committee continued. • Subsequently the stand-off continued. DoJ got involved. UFU submitted proposals to move forward but all were focused on PBI Gold and were therefore unacceptable to MFB and CFA on both a technical and legal exposure basis. PBI Gold was known to deteriorate faster than Nomex when exposed to UV light. • JGL commented that at the time of his Report, matters had still not been finalised, He commented <i>“And so the chaos continues.”</i>
5.1	Key Obstacles and Causes for Delay - Specifications	<ul style="list-style-type: none"> • UFU took a product-based approach whereas the agencies took a performance-based approach to specifying requirements. The UFU provided its own specifications in 2000, which were not adopted. JGL commented: <i>“Once the tendering process was under way, it was evident that the UFU had a preference for a particular product (PBI Gold) which it would relentlessly pursue in preference to any other product, regardless of the outcome of the evaluation process. The UFU were putting forward a solution before the question to be answered was asked.”</i>
5.2	Project Management	<ul style="list-style-type: none"> • JGL identified a number of problems with project management of the process. With respect to the UFU’s contribution to the problems, he noted the following issues: <ul style="list-style-type: none"> ○ <i>“Lack of agreement by the UFU, and in fact actual resistance to, the specification and the chosen RFT process.”</i> ○ <i>“The impact of Clause 47 of the CFA EBA and Clause 31 of the MFB EBA.”</i> ○ <i>“UFU representatives did not appear to have the authority to commit or bind their organisation to decisions reached in the various committees. If the UFU had been a genuine participant in the process and willing to accept that the evaluation process could result in the choice of an appropriate product for structural PPC, other than its choice, the tender evaluations could have been completed in the second half of 2004.”</i> ○ <i>“Delays were caused by the UFU resorting to AIRC hearings, and bans placed by the UFU on its members attending CFA Ensemble Committee meetings. Existing decisions had to be revisited every time the UFU re-joined the process.”</i>

Clause	Context	Summary
		<ul style="list-style-type: none"> ○ <i>“Bans by the UFU on its members participating in the MFB Evaluation Panel, meant that the Evaluation Panel was not able to complete its initial tender evaluation due to a lack of a quorum, until June 2003.”</i> ○ <i>“The MFB submission indicates that when members of the MFB PPC Committee were unavailable for meetings and proxies attended in their place, often the decision making process stalled due to the reluctance of proxies to make recommendations. There were also instances where participants in the process required a higher level of technical knowledge or better understanding of the process issues involved.”</i>
5.3	EBA	<ul style="list-style-type: none"> ● JGL commented that: <ul style="list-style-type: none"> ○ <i>“The UFU used Clause 47 as the basis for a number of applications to the AIRC, including alleging unsatisfactory consultative procedures, and objecting to volunteer involvement on the Committee. The UFU used Clause 47 to justify its overall obstruction of the tendering process, unless it resulted in the selection of PBI Gold.”</i> ○ <i>“As part of the negotiations for the new EBA, the UFU refused to participate in the MFB tendering process. It was not until the resolution of EBA negotiations in December 2002 that the UFU indicated it would participate in the Tender Evaluation Panel.”</i> ● JGL then made his recommendation about the future wording of EBAs to eliminate the UFU power of veto (outlined in comments on Clause 1.3 above). Also with respect to the UFU power of veto, he said: <p><i>“The CFA EBA has a number of other clauses, which require Union agreement before the implementation of change, for example Clause 52 Training instructors/Training and Clause 12.3 Code of Conduct. My comments above are equally applicable to those clauses.”</i></p> ● JGL then made the following comments about CFA Volunteers with respect to the EBA: <ul style="list-style-type: none"> ○ <i>“The Government and the CFA have recognised the value and importance of the role that volunteers play through the Volunteer Charter, signed in 2001. Under the terms of the Volunteer Charter, the CFA must ensure that the views, concerns and opinions of volunteers are fully considered before adopting any new or changed policies, procedures or approaches which will impact on them, as CFA volunteers.”</i> ○ <i>“In respect of any future EBA reached between the CFA and the UFU, it should be made clear that the CFA is committed to consult with volunteer firefighters in Victoria, who shall be entitled to</i>

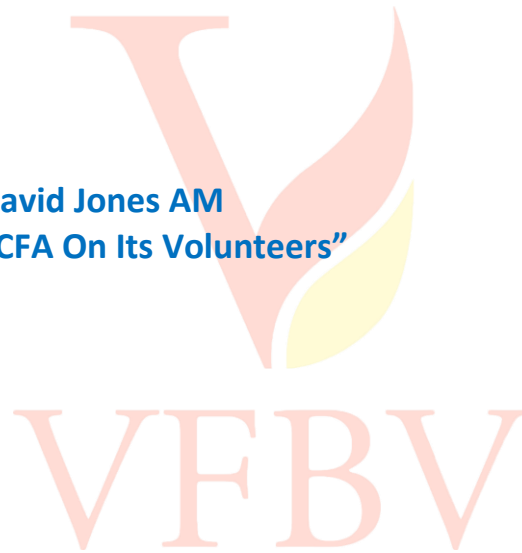
Clause	Context	Summary
		<p><i>participate in any discussions directed at all matters that affect them, including the improvement of clothing and equipment issued to firefighters.”</i></p>
5.4	Stakeholder Relations	<ul style="list-style-type: none"> • JGL commented that: <p><i>“The relationship between the UFU and the agencies was adversarial and characterised by personal conflict; intransigence; and a lack of trust, shared commitment or respect. The UFU contested every aspect of the evaluation and delayed the tendering process by adopting the following tactics:</i></p> <ul style="list-style-type: none"> ○ <i>The use of industrial action and OH&S and EBA processes.</i> ○ <i>Lack of attendance at meetings.</i> ○ <i>Holding public rallies.</i> ○ <i>The UFU media releases and bulletins issued to members at many points throughout the process, critical of the tendering process and senior management. Some of these bulletins instructed members not to participate in the process.</i> ○ <i>The UFU approach to the Minister in 2004 requesting an investigation into the</i> ○ <i>probity and behaviour of the MFB management, regarding the PPC project</i> ○ <i>The UFU banning its members from participation in field trials of structural PPC under the tender evaluation processes.”</i> • JGL further commented that confrontation and confusion (created by UFU) needed to be addressed at a more senior level, including: <ul style="list-style-type: none"> ○ <i>“The UFU's continuing initiation of AIRC proceedings, alleging failure to properly consult on structural PPC.</i> ○ <i>The FOI request lodged in June 2001 by the UFU.</i> ○ <i>The 2006 media campaign by the volunteer organisations, which was indicative of frustration and concern about their relationship with the CFA, the UFU and impact on the volunteers. The use of PPC by volunteers created special design requirements, which needed to be taken into account.</i> ○ <i>The UFU disputing the role and involvement of volunteers in the consultation and testing processes. This stance continued throughout the entire project, and as late as November 2007, the</i>

Clause	Context	Summary
		<p><i>UFU published another Bulletin regarding elimination of Volunteer organisations from PPC related committees.</i></p> <ul style="list-style-type: none"> ○ <i>The UFU objection to the TGMS approach.</i> ○ <i>The UFU's repeated withdrawals from the various committees due to objections to the tendering process.</i> ○ <i>Personal tension between members of the CFA Ensemble Committee leading to allegations by the UFU of bullying and inappropriate behaviour."</i> <ul style="list-style-type: none"> ● <i>On consultation with Volunteers, JGL commented that the Volunteer organisations "had a genuine right to be involved in the procurement process and have their views considered in the renegotiation of the CFA UFU EBA".</i> ● <i>JGL contrasted the Volunteers' participation in the process, saying: "Throughout these years, the machinations and intransigence of the CFA, MFB and UFU contrasted starkly to the Volunteers' cooperative participation".</i>



Schedule 4: Relevant Independent Review Summaries

**Review of Report by His Honour David Jones AM
“Effect of Arrangements Made by CFA On Its Volunteers”**



Review of Report by His Honour David Jones AM “Effect of Arrangements Made by CFA On Its Volunteers”

This Review highlights comments from the Jones Report of July 2011 about the impact of CFA arrangements on CFA volunteers.

Abbreviations used in this review:

- CFA Country Fire Authority
- EA/EBA The 2010 CFA-Operational Staff Enterprise (Bargaining) Agreement and associated Deeds of Agreement.
- HHDJ His Honour David Jones AM (author of the Report)
- MFB Metropolitan Fire Brigade
- UFU United Firefighters Union
- PPC Personal Protective Clothing.

<i>Section</i>	<i>Context</i>	<i>Summary</i>
7	Judge Gordon Lewis Report	<ul style="list-style-type: none"> • Summary of the Lewis Report, illustrating the impact of UFU in delaying the deployment of structural PPC. Emphasised the Lewis finding that future EBAs should be limited to consultation only, ie the UFU powers of veto should be removed.
8	Industrial and Allied Agreements Between CFA and UFU	<ul style="list-style-type: none"> • HHDJ commented that it was not appropriate for the Inquiry to investigate the entering of the industrial agreements between CFA and UFU. However he acknowledged the impact on CFA volunteers of these agreements, and the lack of transparency in the Agreements. • In the remainder of Section 8, HHDJ summarises the impact on CFA volunteers of a range of clauses in the various EBAs and deeds of agreement, and lists examples. This section of the report should be read in full to gain an appreciation of CFA industrial relations with UFU in the last 15 to 20 years, and the progressive increase in the impact of these documents on CFA volunteers. • Some of HHDJ’s summary comments about the EBA: <ul style="list-style-type: none"> ○ It dictates to CFA who can be employed, and effectively prohibits contractors. ○ Effectively prohibits the employment of sessional instructors. ○ Effectively prohibits Lateral Entry, restriction the talent pool for staff selection on merit. ○ Resourcing decisions made by Board of Reference, not the CFA Chief Officer.
11	CFA Chief Officer	<ul style="list-style-type: none"> • The Chief Officer made the following comments:

Section	Context	Summary
		<ul style="list-style-type: none"> ○ Paid firefighters need to have a volunteer-friendly culture, and people skills. ○ Volunteers do, and have reason to, feel second class. He frequently has to ask for proposals to be re-worked to take into account the effect on volunteers. ○ The single-tier entry to CFA has resulted in a culture adverse to volunteers. Narrow mindsets emerge in paid firefighters who spend their working lives in fire stations. Lateral entry needs to be reintroduced (for Operations Officer positions and above). ○ The integrated model of service delivery can serve the community very well.
13	CFA – Culture-Identity-Vision-Mission-Values	<ul style="list-style-type: none"> ● P.117: Fire Services Commissioner (now Emergency Services Commissioner) Craig Lapsley suggested that the following principles, inter alia, should apply to CFA, and be included in CFA's vision, mission and values: <ul style="list-style-type: none"> ○ Volunteers perform critical roles in the service delivery of the fire services within Victoria. ○ Volunteers operate in both urban and rural environments, including metropolitan, regional and rural areas across Victoria. ○ Volunteers be trained and skilled to deliver all facets of service delivery including: Emergency Response, Incident Management, Training, Community Safety, Brigade Management, etc. ○ A volunteer service delivery model that is supported by an integrated service delivery model be maintained and enhanced that builds volunteers and career firefighters to work together in delivering services to the community. ○ Volunteer leadership and management programs be developed and delivered resulting in transferable skills from volunteers work environment to volunteer activities. ○ Recruitment/retention strategies and processes be developed that support gender and demographic diversity. ○ Volunteers be recognised and valued for their local knowledge, local networks and connection to their local community. ○ Volunteers be involved in decision making by inclusion in management committees and structures of CFA at State, Region, District and brigade levels. ○ CFA career staff (operational and administration) be briefed and trained on the importance, culture and mode of operation of volunteers to enable an increased understanding by career staff resulting in

Section	Context	Summary
		<p>an increased involvement of volunteers. A training and education package be developed and delivered as a core component of all CFA employees.</p> <ul style="list-style-type: none"> • The FSC also suggested that the following principle should apply: <ul style="list-style-type: none"> ○ Remove any ‘excluding’ clauses in internal management policy, procedures and industrial agreements that restrict the participation of volunteers from any service delivery elements. • P.118: HHDJ comments that “before entering into any arrangement in relation to employees which may adversely affect the involvement of volunteers, the CFA consult with the VFBV in relation to that possible effect, and in reaching any decision, take into account any views of the VFBV and volunteers and weigh them in the balance when reaching any decision.” • P.120: The perception of any discrimination between career staff and volunteers will also cause volunteers to leave.
15	Recruitment of Volunteers as Employees	<ul style="list-style-type: none"> • P.1332: HHDJ identified the following issues: <ul style="list-style-type: none"> ○ If recruited as firefighters, the EBA prevents volunteer competencies being recognised. ○ Promotion should be based on merit and not artificial impediments that are discriminatory. ○ Experienced volunteers are not permitted to sit on interview panels for positions that deal primarily with volunteers, eg Operations Officers and Managers. ○ There is a shortage of staff – Lateral Entry must be implemented to fill vacancies to ensure sustainability. (Qualified and experienced volunteers are excluded as candidates by the EBA.) ○ The selection criteria for career staff should emphasise knowledge and understanding of the CFA culture and service delivery model. ○ Loss of Lateral Entry under the EBA for Operations Officer positions. HHDJ discusses this further on p.137, and comments that loss of lateral entry is “<i>contrary to the best interests of CFA, in that it inhibits the ability of the CFA to appoint the most suitable person for the job</i>”.) ○ CFA consistently struggles to find good quality Operations Officers that understand the needs and issues of volunteers. ○ The EBA prevents appropriately qualified and experienced volunteers from being appointed to instructor positions.

Section	Context	Summary
		<ul style="list-style-type: none"> ○ It is an indictment on CFA that volunteers do not have a “positive weighting” applied to their application to join CFA staff. Table 21 shows a decline in the percentage of volunteers who are appointed as career firefighters. ○ Recommendation 11: The CFA re-visit with the UFU the arrangement relating to the recruitment of volunteer firefighters as an employee.
		<ul style="list-style-type: none"> ● P138: Refers to EBA’s requirements for Operations Officers and Managers must hold all competencies for station officer and lower paid ranks. (This limits the talent pool for recruitment to paid firefighters.). HHDJ commented that: <i>“In my view, the impact of clause 122 of the 2010 EA is to inhibit the appointment of suitably qualified volunteers to the role of Operations Officers and Operations Managers, who have a very important role in the management, leadership and support for volunteers and their brigades.”</i> ● RECOMMENDATION 12: The CFA revisit with the UFU the arrangements relating to lateral entry and secondment.
15.6.5	Community Educators	<ul style="list-style-type: none"> ● P.140: HHDJ commented that <i>“This was an issue raised in submissions and at consultations and is clearly of concern to volunteers as (the EBA) inhibits their ability to hold these positions. Similar considerations apply as apply to lateral entry and secondment. The comments I have made in relation to those arrangements equally apply to these arrangements. There is no need to repeat them. It is appreciated that where career staff are unavailable, volunteers may be able to provide community education. However, in my view this is too restrictive.”</i> ● RECOMMENDATION 13: The CFA revisit with the UFU the arrangements relating to Community Education Firefighters/Fire Officers and the use of volunteers in this role.
15.6.6	Recruitment of Instructors	<ul style="list-style-type: none"> ● P.141: Restrictive EBA clauses mean that volunteers cannot be appointed as instructors, resulting in a number of instructor vacancies across the state.
15.6.8	Restriction on Part Time or Casual Employment	<ul style="list-style-type: none"> ● The 2010 EBA stops employment on a part-time and casual basis. HHDJ commented that this is <i>“too restrictive and inhibits the CFA in being able to best resource the needs of the organisation”</i>. ● The impacts include, for example, volunteers cannot be employed as sessional instructors.

Section	Context	Summary
		<ul style="list-style-type: none"> ● RECOMMENDATION 14: The CFA revisit with the UFU the arrangements relating to the employment of part-time and casual employees.
16	Training	<ul style="list-style-type: none"> ● P.145: HHDJ quoted Mr Lex de Man, who said that CFA needs to ensure its training regime is flexible enough to accommodate suitable times for volunteers to undertake training. <ul style="list-style-type: none"> ○ P.146: Training has been hindered by a lack of instructors. ○ P.146: Mr de Man also said that more must be done to improve training opportunities for volunteers to work in Incident Management Teams. ● P.147: CFA/UFU industrial agreements impact on volunteer training through the lack of availability of instructors, and poor utilisation of volunteers as instructors (including as paid instructors). ● P.148: HHDJ commented that many training issues identified were the same issues identified in the Training Delivery Review (“Garnock Report”, 2009). ● P.148: HHDJ quoted evidence given at the Victorian Bushfires Royal Commission by Mr Allan Monti, the then Executive Officer of VFBV: <ul style="list-style-type: none"> ○ If the objective is to have well trained volunteers, there is no point offering programs at times or in formats that put them beyond the reach of volunteers. Training needs to be delivered at times that take advantage of when volunteers are most likely to be available. ○ Successive industrial agreements contain conditions requiring the UFU’s agreement (power of veto) regarding the selection, employment and deployment of paid trainers and, therefore, control over CFA regarding the manner in which operational training will be provided by paid personnel. ● P.153: Garnock found that “Enterprise Bargaining Agreement (EBA) restrictions on the number of weekends that staff instructors can work and the heavy workload at Training Grounds often required the delivery of some training on weeknights”. ● P.158: Garnock found that the best long term solution to improve the instructor-to-volunteer ratio was “not to create more staff instructor positions but to: <ul style="list-style-type: none"> ○ Train up and utilise more volunteer instructors to deliver the vast majority of all training to volunteer firefighters. ○ Divest the existing staff instructor positions of their current responsibilities for delivering classroom and practical training to volunteers.

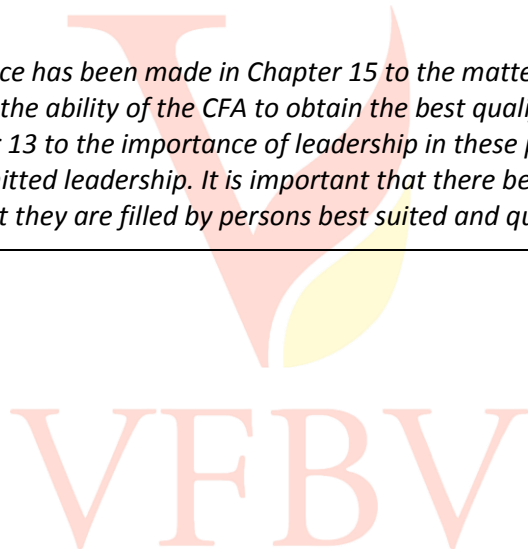
Section	Context	Summary
		<ul style="list-style-type: none"> ○ <i>Utilise the ‘shared capacity’ to utilise staff instructors in a new ‘train the trainer role’. Their primary responsibilities would be to recruit, train, assess, support and coordinate volunteer instructors in designated regions”.</i> ● P.161: <i>“Industrial restrictions inhibit the ability of the CFA to provide volunteer training, including the use of volunteers for training and assessment and when paid staff are unavailable.”</i> ● P.167: HHDJ commented that <i>“The impression I have gained is that there is need for improvement in training delivery - more needs to be done. There is also a need for transparency in training budgets, so it is clear, for example, as to what is being spent on volunteer training as compared to career staff training, and the expenditure on particular programs. That is not revealed by the budgets supplied. It is important to be able to judge whether there is value for the money spent on the various training programs. That cannot be judged from the information supplied.”</i> ● RECOMMENDATION 19: The CFA ensure that there is transparency with respect to training budgets and, in particular, with respect to what relates to volunteer training and what relates to career staff training. ● P.167: HHDJ commented <i>“the need for volunteer training is increasing but the availability is reducing. Availability and accessibility to FTGs is another consistent concern and issue raised at consultations and in submissions. It clearly is a major challenge for the CFA. The feeling of frustration of volunteers is understandable, as is their perception that the training of paid firefighters is being preferred to theirs. This contributes to their feeling that they are ‘second class’ and not valued”.</i> ● RECOMMENDATION 20: The CFA take initiatives to improve the accessibility of Field Training Grounds, including Fiskville, to volunteers for training. ● P.172: With respect to the availability of paid instructors, HHDJ noted that <i>“one instructor is only capable of delivering training on up to two evenings per week and five weekends out of every eight. The remainder of their working hours must be conducted during normal weekday times, which are generally not suitable for volunteers”.</i> ● P.172: HHDJ commented that <i>“The availability of career instructors at times that are likely to be convenient to volunteers is governed by the CFA/UFU 2010 EA. For all practical purposes, it means that, for volunteers, they are underutilised. The effective and cost efficient answer cannot be appointing more and more instructors on this basis. New approaches are needed and they must involve greater and better use of volunteer instructors and assessors”, and “the public interest requires that a solution be found“.</i>

Section	Context	Summary
		<ul style="list-style-type: none"> • P.172: It was noted that there are specific constraints imposed by the EA which limit CFA's ability to temporarily or permanently fill instructor position vacancies with sessional (casual/paid) or volunteer instructors. • RECOMMENDATION 26: The CFA revisit with the UFU the arrangements contained in industrial agreements relating to the engagement of instructors with a view to increasing the ability and flexibility of the CFA to fill instructor positions and thereby ensure maximum training capacity to the benefit of CFA members, both volunteer and paid. • RECOMMENDATION 27: The CFA continue its consultations with the UFU to establish a satisfactory and workable process for the use of sessional instructors.
17	Deployment and Utilisation of Volunteers	<ul style="list-style-type: none"> • Issues identified by HHDJ include: <ul style="list-style-type: none"> ○ Volunteers often marginalised on initial deployment - volunteers may not get the chance to participate in initial response firefighting at integrated stations due to the time it takes for them to travel to the station. By then, the career staff would already have responded to the incident. ○ Requirement to have staff member on board or in charge - In some instances, a fully volunteer-manned crew will not be allowed to leave an integrated station when responding to incidents without at least one staff member on board. ○ Often, when a strike team is deployed that is consisted of four volunteers and one career staff, the volunteers are told that it is a condition of the EA that the strike team leader in that situation must be a staff member. ○ There previously used to be opportunity for volunteers to be on strike teams but in the last six months, there has been a forced changeover to career staff when volunteers respond or there would be a re-call of volunteer teams. ○ It is now common to see integrated teams (volunteer and career brigades) responding to incidents, that the career brigade becomes in charge. There is no mention in the EA that staff cannot report to volunteers and it is, more significantly, not the ethos of how the CFA operates. ○ Preference for non-volunteer brigades – Ill feeling is perpetuated amongst volunteers through the use of neighbouring integrated brigades before local volunteers. ○ Volunteers feel they are often treated as the reserve team and career staff as the initial response team. This should not be the case and they must be treated as part of the team at the start.

Section	Context	Summary
		<ul style="list-style-type: none"> ○ Volunteers doing 'dirty work'- There have been reported cases where volunteers have been called out to an incident by career staff to do the 'dirty work' such as 'mopping up' operations and 'blacking out' the fire area to prevent re-ignition, and the career staff then return to the station and rest. ○ Utilisation of volunteers - volunteers not able to use qualifications obtained. Incident Management roles not available to volunteers regardless of training undertaken. ○ A person qualified as a Level 2 or Level 3 incident controller should be trained and tested to that level and capable of fulfilling that role. Whether that person is a volunteer or paid staff should make no difference in the execution of task. ○ As career firefighters are required to undertake training at senior levels to advance their careers, paid staff are preferentially selected to take up positions in training programs. Consequently, there are very few spaces available for volunteer staff in training programs at senior levels in any event. This constitutes a further impediment to volunteer firefighters obtaining the training necessary to advance into senior management positions. ○ Utilisation as strike team leaders - volunteers are not utilised as strike team leaders if tankers are carrying staff members. Some brigades are told that a staff member must be present in the 'command crew' to address workplace rules but the practical application of this means volunteers are no longer selected for these roles. This will affect volunteer skills maintenance opportunities. They see no reason why suitably qualified and endorsed volunteers cannot perform these roles or why fully volunteer manned tankers cannot be responded from integrated stations. ○ The failures of CFA leadership, the industrial relations environment and the growing incidence of dismissive attitudes towards volunteers at state and local management level is giving rise to an increasing incidence of underutilisation of experienced and qualified volunteers. ○ Schedule 15 (Wildfire Duties) of the 2010 EA covers leadership arrangements for strike teams consisting of both volunteers and career firefighters. It spells out interim guidelines for paid firefighter deployment to wildfires covering the skills required by crew and skills/endorsement and rank for Crew Leaders, Strike Team Leaders, Sector Commanders and Division Commanders. ○ As an integrated workforce, it is not exceptional for CFA strike teams to comprise a mix of paid career firefighters and volunteers. Strike Team Leaders are usually appropriately qualified volunteers but Schedule 15 of the 2010 EA requires that if a Strike Team includes career firefighters, that the Strike Team must have career staff at strike team management level.

Section	Context	Summary
		<ul style="list-style-type: none"> ○ There have been a number of reports that when career staff are part of the strike team, local arrangements are that the Strike Team Leader must be a career staff member. VFBV have also received frequent reports that career staff will only take direction from the career staff member operating at Strike Team management level (usually the deputy leader).
18	Support of Volunteers – Arrangements and Analysis	<ul style="list-style-type: none"> ● P.196: Identified issues included: <ul style="list-style-type: none"> ○ Mutual respect is essential. Induction training for career staff should emphasise that they are there to support volunteer staff, not the other way around. The interface between career staff and volunteers is a critical one. ○ There are cases in integrated stations where volunteers are actively discouraged by career staff from responding to call-outs. Some newly integrated stations have seen their volunteer responses dramatically decline as they are intimidated, harassed and abused by career staff who lack respect for the volunteer rank system and lack respect for volunteer experience. There is also animosity between career staff and volunteers from neighbouring brigades who are drawn into those disputes. ○ In contrast to other CFA staff positions, paid firefighters are not as concerned with (supporting) the volunteer culture. ● P.198: The ethos of staff supporting volunteers is not evident below district or regional HQ level. Volunteers are tolerated rather than supported. The equality of volunteers and staff is a fiction. ● P.199: Clause 80 of the 2010 EA makes no allowance for the brigade to rebuild its service capacity through recruitment, training, and changes in the availability of existing volunteers, volunteers from other brigades shifting to the brigade, and so on. It may be that after a period of rebuilding and re-organisation, the brigade no longer needs the support of a paid firefighter or reaches a state where the day shift firefighter is sufficient on an ongoing basis for the brigade to maintain service capacity. ● P.212 – Day Shift Support: <i>Clause 80 of the 2010 EA provides that a station may only be staffed on an agreed roster other than the 10/14 roster, where the EA so stipulates or where there is a prior written agreement between the UFU and CFA to staff that station on a 10/14 roster at a later time. It further states that any written agreement reached about a date on which to staff a station on a 10/14 roster is enforceable as if it were a term of the 2010 EA.</i> <p><i>VFBV notes that some brigades may need temporary and flexible support from paid operations staff from time to time, such as during seasonal, weekdays, temporary volunteer availability or periods of brigade rebuilding. The VFBV contends that Clause 80 of the 2010 EA impacts on CFA’s capacity to gauge appropriate brigade</i></p>

Section	Context	Summary
		<p><i>support requirements by preventing future permanent allocation of day manning to support brigades. The VFBV submits that the consequence of Clause 80 is that day manning of brigades by career staff will only occur with the agreement that it is an interim step to 24-hour manning as stipulated in the EA.</i></p> <ul style="list-style-type: none"> P.213 Operations Officers and Operations Managers – HHDJ commented that: <i>“Based on the information gained in this Inquiry, it is clear that these positions are of vital importance to the functioning of volunteer brigades and the involvement of volunteers. Concerns were consistently raised at the consultations and in submissions about the lack of continuity in these positions and a feeling that the persons holding them did not appreciate the role of volunteers nor have the necessary management and interpersonal skills...</i> <p><i>Reference has been made in Chapter 15 to the matter of lateral entry and how the current (EBA) arrangement inhibits the ability of the CFA to obtain the best qualified persons for these positions. Reference is also made in Chapter 13 to the importance of leadership in these positions. That, to my mind, is what volunteers are seeking – committed leadership. It is important that there be continuity in these positions, that they are filled promptly and that they are filled by persons best suited and qualified to occupy them.”</i></p>



Schedule 5: Relevant Independent Review Summaries

**Review of Report by Mr David Garnock
“Training Delivery Review”**



Review of Report by Mr David Garnock “Training Delivery Review”

The Garnock “Training Delivery Review” was undertaken in response to negative feedback about training received from volunteer and paid firefighters.

Findings of the Review:

- An incremental improvement strategy is required. This Review identified “opportunities for improvement” which should be incorporated into in a multi-year “Training Delivery Improvement Strategy”.
- Underlying cultural issues need to be resolved, including:
 - a. the training organisation is given more autonomy and a higher profile within CFA’s Executive and decision-making committees.
 - b. Operations Division is more effectively engaged in supporting and guiding the training organisation.
 - c. the capacity for CFA to successfully negotiate and expeditiously implement changes to industrial awards is improved.
 - d. the CFA Board’s 2001 decision that all operational Firefighters must hold formal ‘qualifications’ is accepted by all Volunteers.

Key Training Delivery Issues:	Summary of Key Recommendations Affecting CFA Volunteers:
<p>Reduce the burden of training commitments</p>	<p>Greater effort should be made by CFA to minimise the burden (and the impact on their private lives and professional commitments) of the training they are required to undertake.</p> <p><i>Associated key recommendations:</i></p> <ul style="list-style-type: none"> a. <i>Deliver more of the theoretical components of all CFA courses via ‘distance learning’ techniques.</i> b. <i>Deliver practical ‘hot fire’ structural firefighting training more flexibly via mobile (structural firefighting) ‘props’ at Brigade locations rather than at FTGs.</i> c. <i>Increase the Instructor-to-Volunteer ratio in order to improve the availability of Instructors to deliver training at times more suited to Volunteer availability.</i> d. <i>Reduce the quantum of background theory and assessment (particularly in initial minimum skills courses) and correspondingly increase the emphasis on (and the capacity of competent Brigade members to provide) ‘fireground’ mentoring of practical skills to achieve mandated competency standards.</i> e. <i>Introduce a ‘two tier’ approach to the delivery of training in most courses with, at one level, <u>compulsory</u> training for all Volunteer Firefighters to achieve ‘core’ minimum operational competencies and, at a higher level, <u>optional</u> additional training needed to achieve nationally accredited PSTP qualifications.</i>
<p>Clarify ‘skills maintenance’ training requirements</p>	<p>Concerns that insufficient guidance and support is provided by CFA regarding the requirement for them to maintain and enhance these skills.</p> <p><i>Associated key recommendations:</i></p> <ul style="list-style-type: none"> a. <i>Promulgate a Skills Maintenance Policy which clarifies which skills need to be ‘refreshed’, how often and by what means.</i> b. <i>Develop a Skills Maintenance Drills Manual to assist Brigade staff to implement a ‘skills maintenance’ training program.</i> c. <i>Develop a ‘user-friendly’ skills maintenance reporting and recording system which assists Brigade members and staff to record the successful completion of individual and team skills maintenance training.</i>

Key Training Delivery Issues:	Summary of Key Recommendations Affecting CFA Volunteers:
<p>Improve consistency in the standard of delivery and assessment of training packages</p>	<p><i>Associated key recommendations:</i></p> <ul style="list-style-type: none"> a. <i>Implement a CFA-wide Instructor development and moderation' program.</i> b. <i>Involve Instructors (to a greater degree) in the development and piloting of new training packages.</i>
<p>Enhance 'team' (as opposed to 'individual') operational competencies</p>	<p><i>Associated key recommendations:</i></p> <ul style="list-style-type: none"> a. <i>Include short practical exercises in annual Section 29 Inspections of Brigades.</i> b. <i>Reinvigorate annual pre-fire season Group or Catchment exercises.</i>
<p>Improve the quality and delivery timeframe for new training documentation</p>	<p><i>Associated key recommendations:</i></p> <ul style="list-style-type: none"> a. <i>Involve Instructors and SMEs (to a greater degree) in the development and piloting of new training packages.</i> b. <i>Boost the capacity of L&D Division staff to reduce existing timeframes for the development, approval and promulgation of new (or amended) Learning Manuals and the associated training documentation.</i>
<p>Align annual training budget allocations to Areas with their actual training-related expenses</p>	<p><i>Associated key recommendations:</i></p> <ul style="list-style-type: none"> a. <i>Evaluate the adequacy of existing funding allocations to each Area's training needs.</i> b. <i>Establish effective criteria for assessing future funding priorities to account for differences between Areas in such things as the number and type of Brigades, the amount and type of training they require and the number and type of Instructors used in the delivery of this training.</i>
<p>Allow suitably qualified and experienced Volunteers to be appointed (after appropriate Structural Instructor training) as paid full-time 'Staff' Structural Instructors</p>	<p><i>Associated key recommendation:</i></p> <ul style="list-style-type: none"> a. <i>Free up the existing EBA restrictions on Volunteers being appointed to Staff 'Structural' Instructor positions.</i>

Key Training Delivery Issues:	Summary of Key Recommendations Affecting CFA Volunteers:
<p>Improve the management, utilisation and condition of the Field Training Grounds:</p>	<p><i>Associated key recommendation:</i></p> <p>a. <i>When implementing the recommendations of the Tungsten Report, also develop a strategy to minimise the other inconsistencies between FTGs that were identified in the Training Delivery Review.</i></p>
<p>Improve communication flow between L&D Division and Area MTDs</p>	<p><i>Associated key recommendation:</i></p> <p>a. <i>Take steps to re-open and improve the on-line ‘Chat Forum’ (on the “L&D On-Line” web-site) to encourage CFA’s training policy makers, developers, deliverers, assessors, coordinators and recipients to compare ideas and discuss solutions to training issues as they arise.</i></p>



Recommendations:	Summary of Recommendations Affecting CFA Volunteers:
<p>1. Scheduling of Training (p.11)</p>	<p>A. Develop options to improve the Instructor / Volunteer ratio in order to increase the availability of Instructors to deliver training at times more suited to Volunteer availability. Options should include creating more Staff Instructor positions, employing more Sessional Instructors and/or training up (and utilising) more Volunteer Instructors.</p> <p>B. Develop a proposal to justify the relaxation of current EBA restrictions on the number of weekend days and week nights that Staff Instructors are permitted to work in each 8 week rotation.</p> <p>C. Develop a strategy to reduce the quantum of training (particularly classroom instruction) that Volunteers are required to undertake on weekends and week nights by increasing distance learning opportunities (discussed in more detail at paragraphs 34 and 35) and limiting the theory component of all training (but particularly initial minimum skills training) to the bare essentials required for Volunteers to undertake their basic operational duties.</p> <p>D. Ensure that no prospective Volunteer ‘recruits’ are kept waiting more than 3 months to commence initial minimum skills training.</p> <p>E. Some Areas within CFA have developed strategies to ameliorate the concerns of Volunteers about the scheduling of training. Coordinate a discussion forum which encourages Area MTDs to benchmark ideas in order to develop a best practice model for course scheduling across all Areas.</p>
<p>2. Location of Training to reduce travel requirements (p.12)</p>	<p>A. Develop options to improve the Instructor / Volunteer ratio in order to increase the availability of Instructors to deliver training in more widely spread Brigade locations. Options should include creating more Staff Instructor positions, employing more Sessional Instructors and/or training up (and utilising) more Volunteer Instructors.</p> <p>B. Ensure that the location of centrally delivered training is regularly moved to different Fire Stations within the Catchment area so as to share the inconvenience of travel time amongst all Brigades in the Catchment.</p> <p>C. Initiate a project to assess the cost, manning and other implications associated with the construction of additional FTGs in locations which would enable travelling time (for the most remote Brigades) to be reduced to a maximum of 1.5 hrs.</p> <p>D. Consider options to deliver firefighting theory more flexibly in order to reduce the amount of classroom instruction that needs to be delivered to Volunteers in central locations.</p> <p>E. Consider options to deliver practical ‘hot-fire’ structural training more flexibly in order to reduce the requirement for Volunteers to travel long distances to FTGs in order to attain and maintain their ‘structural’ firefighting skills.</p> <p>F. Review CFA’s policy on reimbursing Volunteers for fuel used to self-drive to training in locations other than at their own Fire Station to establish a common benchmark across CFA.</p>

Recommendations:	Summary of Recommendations Affecting CFA Volunteers:
<p>3. Duration of Training (p.13)</p>	<p>A. Examine the feasibility of reducing the duration of all CFA courses (particularly the classroom components) to the bare minimum necessary to impart the basic underpinning knowledge to operate equipment effectively and for the member to act in a safe manner on the ‘fireground’ under competent supervision. <u>Operations Directorate</u> staff will first need to determine:</p> <ul style="list-style-type: none"> (1) which units of training packages are ‘mandatory’, as opposed to ‘desirable’ or ‘non-critical’; and (2) to what extent the acquired skills ought to be assessed by qualified Staff or Volunteer Assessors, as opposed to experienced Brigade mentors / coaches. <p>B. L&D Division should compile a detailed explanation of the reasons why the duration of training (particularly the classroom instruction component) has grown over time, and will probably continue to grow. This explanation should highlight the benefits (particularly in relation to the operational competence of the trainee) that have been derived from these improved training packages.</p>
<p>4. Consistency in the standard of delivery and assessment of training packages (p.14)</p>	<p>A. Design and implement a CFA-wide Instructor development and moderation program (already in existence in some Areas) which helps to prepare new Staff and Volunteer Instructors for their duties; encourages ‘peer reviews’ and performance feedback as means to identify opportunities for improvement; and supports the ongoing personal and professional development of Instructors.</p> <p>B. Provide instructions to Instructors (within the ‘Learning and Assessment Strategy’ accompanying each Learning Manual) as to which key elements (of competence or knowledge) contained in the Learning Manual the Instructor ‘must’ or ‘may not’ include in their lessons.</p> <p>C. Provide instructions to Assessors (in the ‘Learning and Assessment Strategy’ accompanying each Learning Manual) as to whether they are permitted to vary or omit any assessment criteria contained in the ‘Skills Pak’ and, if so, delineate which criteria the Instructor ‘must not’ vary or omit.</p> <p>D. Promulgate a policy which requires Instructors to obtain approval (from Area MTDs) to vary the timeframe for their delivery of any course module outside an agreed (CFA-wide) ‘range’ or ‘average’ delivery timeframe for that module.</p> <p>E. Seek more involvement by Instructors in the development and piloting of the training packages accompanying new Learning Manuals in order to ‘benchmark’ ideas on optimal delivery methodologies and thus reduce the likelihood of Instructors subsequently making significant changes to the final training packages.</p> <p>F. Promulgate a SOP which guides Instructors and students regarding the process they should follow to report shortcomings with the content and quality of training delivered by or to them.</p>
<p>5. Theoretical Vs Practical Training and Assessment (p.15)</p>	<p>A. <u>Operations Directorate</u> staff should define which elements of theory in CFA courses are ‘mandatory’, ‘desirable’ or ‘non-critical’ and which of these elements must be formally examined. <u>L&D Division</u> should then identify any opportunities to</p>

Recommendations:	Summary of Recommendations Affecting CFA Volunteers:
	reduce the level of detail in the Learning Manual (and in the recommended PowerPoint presentation) for all elements that are not 'mandatory'.
6. Replace some of the time currently devoted to the delivery and assessment of theory in all CFA courses with more practical training and assessment (p.15)	B. L&D Division should bring representatives from the Operations Directorate together with Instructors and a number of experienced Volunteers to workshop options to replace some of the time currently devoted to the delivery and assessment of theory in the minimum skills Wildfire course with more practical training and assessment. If this is successful, adopt a similar approach for reviewing other CFA courses.
7. "Two Tier" Training Approach - Basic operational skills Vs nationally accredited qualifications (p.17)	<p>A. The <u>Operations Directorate</u> should define which units of competency in CFA courses are 'mandatory', 'desirable' or 'non-critical' and which of these competencies ought to be incorporated in compulsory training for all Volunteer Firefighters to achieve 'core' minimum operational competencies or, alternatively, in optional additional training which helps Volunteers to achieve nationally accredited PSTP qualifications.</p> <p>B. <u>L&D Division</u> should bring representatives from the Operations Directorate together with Instructors and a number of experienced Volunteers to workshop options to introduce a 'two-tier' approach to the delivery of training in the minimum skill Wildfire course and, if this is successful, adopt a similar approach for revising the delivery of training in other CFA courses.</p>
8. Flexible delivery of theory training (p.18)	<p>A. L&D Division should devote the necessary resources (or employ the services of a suitably qualified consultant) to identify:</p> <p>(1) which theory components of existing CFA courses have the potential to be delivered by means other than via face-to-face classroom instruction;</p> <p>(2) what flexible or distance learning techniques are best suited for the delivery of these theory components; and</p> <p>(3) what are the resource implications for each of the initiatives.</p> <p>B. Once 'A' is completed, <u>L&D Division</u> should implement at least one of the higher priority initiatives in order to assess the benefits and level of Volunteer acceptance of the program, before implementing other opportunities for the flexible delivery of theory components in all CFA courses.</p>
9. Flexible delivery of 'hot fire' practical training (p.19)	<p>A. Initiate a project to conduct a trial of the mobile 'hot fire' prop concept in order to assess its effectiveness in improving the accessibility of structural firefighting initial and skills maintenance training for Volunteers, particularly in the more remote areas in Victoria.</p> <p>B. If the trial is successful, the <u>L&D Division</u> project team should then compare and contrast the mobile 'hot fire' prop concept with alternative solutions (including the construction of more FTGs) in order to develop a recommendation to the CEO and</p>

Recommendations:	Summary of Recommendations Affecting CFA Volunteers:
	<p>Chief Officer as to which option best meets CFA’s structural firefighting training needs.</p>
<p>10. Operational ‘team’ training and assessment (p.20)</p>	<p>A. <u>Operations Directorate</u> should seek the Chief Officer’s approval to revise the existing policy for Section 29 Inspections to include a short practical exercise in order to give Catchment OOs opportunities to gauge the level of the collective proficiency of at least one Crew within each of the Brigades in their Catchment area per year.</p> <p>B. <u>Operations Directorate</u> should seek the Chief Officer’s approval for a strategy to be developed to reinvigorate annual pre-fire season Group or Catchment exercises (not uniformly implemented in all Regions each year) in order to give Catchment OOs and Group Officers regular opportunities to:</p> <ul style="list-style-type: none"> (1) compare and contrast the proficiencies of a number of Brigade Crews within their Group; (2) gauge the collective proficiency of Brigades within the Group; and (3) assess the ability of multiple Brigades to work cohesively to deal with campaign fires. <p>C. The <u>Operations Directorate</u> should seek the Chief Officer’s approval for Regional OMs to direct their Catchment OO’s to increase their interaction with Brigades, particularly at Brigade and Crew training activities and at operational call-outs in order to give Catchment OO’s more opportunities to assess ‘team’ performance and to provide (greatly appreciated) constructive feedback to Brigade Officers.</p> <p>D. <u>L&D Division</u> should attempt to make it easier for Brigade Crews to conduct regular and effective skills maintenance drills by issuing a ‘Drills Manual’ to all Brigades which provides examples of a range of scenarios and self-assessment tools they can choose to implement in order to refresh their individual and ‘team’ operational competencies.</p> <p>E. <u>Operations Directorate</u> should seek the Chief Officer’s approval for Catchment OOs to encourage appropriately skilled members from neighbouring Brigades (within their Catchment area) to observe and provide constructive feedback on the performance of Brigade Crews when conducting skills maintenance training and drills.</p>
<p>11. Leadership and Management training (p.22)</p>	<p>A. Notwithstanding the UFU’s requirement for L&D Division to conduct a 3 month ‘trial’ of the draft Leadership Development Strategy (as it relates to Career Firefighters), <u>L&D Division’s</u> efforts should now be predominantly focused on urgently implementing the Strategy as it relates to Volunteers (who appear to have the greatest need for this sort of training).</p> <p>B. In view of the draft Strategy’s apparent omission of some aspects of management training (sought by Brigade Officers), <u>L&D Division</u> should urgently seek input from a representative group of Volunteers to ensure that all their training needs are addressed in the Strategy.</p>

Recommendations:	Summary of Recommendations Affecting CFA Volunteers:
12. Skills Maintenance training and recording – Provide Better Guidance (p.22)	<p>1. Upon the CFA Board’s approval and the Chief Officer’s promulgation of the Skills Maintenance Policy, the <u>Operations Directorate</u> should seek the Chief Officer’s approval for Catchment OOs to monitor its implementation in the Brigades within their Catchment areas. A review of Brigade compliance with the policy (including an assessment of the policy’s effectiveness and any attitudinal or resource constraints) should be conducted one year after its promulgation.</p>
13. Skills Maintenance Drill Manual for Captains and Training Officers	<p>A. Upon the Chief Officer’s endorsement of the Skills Maintenance Drills Manual, the <u>Operations Directorate</u> should seek the Chief Officer’s approval for Catchment OOs to monitor its effectiveness in assisting Brigades to run their own skills maintenance training programs. Feedback from Catchment OOs and Brigades on any suggested improvements to the Drills Manual should be funnelled through Area MTDs to L&D Division.</p> <p>B. In consultation with Catchment OOs and Area MTDs, <u>L&D Division</u> should develop a SOP which encourages and assists Brigades to provide L&D Division (through their Area MTDs) recommendations to improve the skills maintenance drills in the manual and to propose the inclusion of any new drills.</p>
14. Devise a “user friendly” process, with a uniform format, to record skills maintenance training.	<p>A. <u>L&D Division</u>, in consultation with a representative sample of Catchment OOs, Area MTDs and Brigade Captains, should continue with plans to develop a user-friendly reporting process and a uniform format for Volunteer Firefighters (or Brigade staff) to record the successful completion of mandated skills maintenance training for individuals and teams.</p> <p>B. <u>L&D Division</u> should continue with plans to link the FIRS database to TRAIN in such a way as to automatically record the individual or team competencies exercised by Volunteer Firefighters during operational call-outs.</p>
15. RPL & RCC processes (p.23)	<p>A. <u>L&D Division</u>, in consultation with HR Division, Area MTDs and Instructors, should review CFA’s existing RPL/RCC policy in order to confirm that an appropriate level of emphasis is placed on ‘challenge testing’ as CFA’s preferred method to quickly identify whether a member seeking RPL/RCC is able to demonstrate the required competence and, if the applicant fails the ‘challenge test’, to identify the type and quantity of additional training that they will be required to undertake to be awarded the CFA competence.</p> <p>B. On completion of this review, <u>L&D Division</u> should promulgate a summary of its findings (and details of any changes) to Volunteers in order to improve their level of understanding of the justification for a stringent RPL/RCC policy.</p>
16. Delegate (where possible) the approval of applications for RPL/RCC	<p>A. Review CFA’s existing RPL/RCC policy in order to identify whether there is any scope or justifiable reason to delegate the approval of applications for RPL/RCC (which currently must be referred to L&D Division for approval) to lower levels (for instance, to Area MTDs) as has been suggested by some Instructors and Area MTDs.</p>
17. Incorporation of ‘lessons learnt’ in training packages (p.24)	<p>A. <u>L&D Division</u>, in consultation with the Operations Directorate, should develop a SOP which specifies the process which will ensure that ‘lessons learned’, case studies and developments in firefighting theory and procedures (which are identified and developed by the Operations Directorate) are passed expeditiously to L&D Division for inclusion in (or amendment of) existing</p>

Recommendations:	Summary of Recommendations Affecting CFA Volunteers:
	<p>Learning Manuals and training packages. A process for briefing Instructors on the new information and encouraging them to share ideas amongst themselves and with L&D Division on options to maintain the credibility and contemporary relevance of the training packages they deliver, should also be specified in this SOP.</p>
<p>18. Induction Training and pre-minimum skills employment for new recruits (p.25)</p>	<p>A. Develop a SOP which helps Brigade Captains to implement a successful (and motivational) induction program for new Volunteer Recruits.</p>
<p>19. Relax prohibition of “operational support roles” for Junior CFA Members</p>	<p>A. Review the existing policy and limitations on ‘Juniors’ being permitted to undertake operational ‘support’ roles during ‘hot-fire’ training scenarios. The results of this review (and details of any changes to the policy) should then be advised to those Brigades which run ‘Juniors’ programs.</p>
<p>20. Encourage Municipalities to retain or reintroduce Controlled ‘fuel reduction’ burns (p.27)</p>	<p>A. Evaluate the veracity of the claim by some Volunteers that there is a growing reluctance of some Municipal Councils to approve pre-fire season roadside and other ‘fuel reduction’ burn-offs and that the reduction in the number of these activities is detracting from the ability of some Brigades to develop and maintain their ‘wildfire’ firefighting skills.</p> <p>B. If there is some veracity to this claim, the <u>Operations Directorate</u> should make a recommendation to the Chief Officer regarding the proposal by some Volunteers that he should proactively support Regional OMs and Catchment OOs in strongly encouraging relevant Municipal Council representatives (in Regional and Municipal Fire Prevention Committees) to reconsider their opposition to the long-standing practice of pre-fire season roadside and other ‘fuel reduction’ burn-offs.</p> <p>C. With L&D Division’s input, the <u>Operations Directorate</u> should also make recommendations to the Chief Officer regarding any other options that may be able to replace pre-fire season roadside and other ‘fuel reduction’ burn-offs as effective methods for developing and maintaining ‘wildfire’ firefighting skills.</p>
<p>21. Quality and timeliness of new training documentation (p.28)</p>	<p>A. In an effort to reduce errors and ambiguity in Learning Manuals and other training documentation promulgated by L&D Division (and also to produce lesson plans and presentational material which Instructors can more readily use), increase the involvement of Instructors and SMEs in the development of Learning Manuals and training documentation, and then in the piloting of courses. On those occasions when L&D Division is unable to obtain the support of a sufficient number or a sufficiently representative group of Instructors and SMEs for these duties, DHR should raise the issue with members of the EMT to obtain the required support.</p> <p>B. Investigate options which would help to reduce existing timeframes for the development, approval and promulgation of new (or amended) Learning Manuals and the associated training documentation. Having identified the preferred option, seek EMT support for the provision of the required additional resources to implement it.</p>

Recommendations:	Summary of Recommendations Affecting CFA Volunteers:
22. Alignment of PSTP training, assessment and data entry (p.29)	A. <u>L&D Division</u> should initiate a project to realign training, assessment and data entry for all of the existing PSTP-based training packages so that training can be delivered in a logical sequence and progressively assessed and recorded.
23. Increase Instructor Capacity (p.30)	A. Appoint a Project Officer or Team to: <ol style="list-style-type: none"> (1) comprehensively examine the concept and implications of handing back the prime responsibility for instructing Volunteer Firefighters to Volunteer Instructors; and (2) develop a detailed and costed strategy to implement this concept.
24. Structural Instructor paid appointments for Volunteers (p.32)	A. <u>Employee Relations Division</u> , with Operations Directorate and L&D Division support, should raise in ongoing EBA negotiations, a proposal for the “CFA/UFU Operational Staff Agreement” to be modified to permit Volunteers (who are qualified to fight structural fires and have had considerable experience in fighting structural fires) being appointed (after appropriate Instructor training) as paid full-time ‘Staff’ Structural Instructors.
25. Unpaid Structural instructor Roles for Volunteers	A. The <u>Operations Directorate</u> should develop a list of what CFA believes ought to be the minimum mandatory structural firefighting skills and experience that a Volunteer member must demonstrate in order to be considered as suitable to be appointed as a Volunteer (un-paid, part time) ‘Structural’ Instructor.
26. Opportunities for Staff ‘Wildfire’ Instructors to maintain and enhance their operational skills (p.33)	B. Raise as a high priority in ongoing EBA negotiations, a proposal for the “CFA/UFU Operational Staff Agreement” to include a provision for ‘Wildfire’ Instructors to be permitted to undertake an attachment of up to 4 weeks per year at a Fire Station (or in a related fire or land management service where ‘wildfire’ skills are practised) in order to maintain their operational (predominantly ‘wildfire’ firefighting) skills and experience.
27. Improve the management, utilisation and condition of the Field training Grounds (p.33)	A. When reviewing and implementing the recommendations of the Tungsten Report, include a further investigation of the five additional issues identified in my Report in an effort to minimise inconsistencies between FTGs. B. L&D Division should provide input to the development of solutions to some of the FTG management and equipment issues because of the potential for some changes to have an impact on the ability of FTGs to deliver training, particularly during the transition period.
28. Align annual training budget allocations to (Districts) with their actual training-related expenses (p.35)	A. Evaluate the adequacy of existing funding allocations to each Area’s training needs. The review should also attempt to establish effective criteria for assessing future funding priorities to account for differences between Areas in such things as the number and type of Brigades, the amount and type of training they require and the number and type of Instructors used in the delivery of this training.

<i>Recommendations:</i>	<i>Summary of Recommendations Affecting CFA Volunteers:</i>
29. Communication channels within the CFA Training Organisation (p.36)	A. Initiate a project (in conjunction with the IT Division) to re-open and improve the on-line 'Chat Forum' (on the "L&D On-Line" web-site) to encourage CFA's training policy makers, developers, deliverers, assessors, coordinators and recipients to compare ideas and discuss solutions to training issues as they arise. This discussion forum should be 'managed' by a member of the L&D Division staff.



Schedule 6: Government Response to the Report of the Victorian Fire Service Review: Drawing a line, building stronger services



**Government Response to the
Report of the Victorian Fire Services Review:
*Drawing a line, building stronger services***

March 2016



MINISTER'S FOREWORD

The Government welcomes the important work carried out by Mr David O'Byrne in undertaking the review into the fire services and producing his report, *Drawing a line, building stronger services*. The Government has accepted the majority of the report's recommendations.

In the introduction to his report Mr O'Byrne observes that firefighters are "the embodiment of commitment to the community". The Government strongly endorses the contribution of our firefighters to the Victorian community, whether they are fighting fires, providing road accident and specialist rescue or offering advice and education.

The fire services have implemented many of the recommendations of the Bushfires Royal Commission that came in the aftermath of the terrible Black Saturday bushfires of 2009, and the floods of the following year. The professionalism and expertise of our paid and volunteer firefighters is demonstrated regularly in the most difficult of emergency situations. However, the report identifies a range of areas in which our fire services need to modernise to provide our fire services personnel and the communities they serve with all the benefits of a modern operating environment.

I thank Mr O'Byrne, his team and the numerous fire services, union and volunteer representatives who contributed to the development of this important report. Modernising our fire services will take considerable commitment from the many and diverse stakeholders involved in this sector.

The experience of the 2015-16 summer season underscores the importance of our fire services and why we need to take on board, and respond to, Mr O'Byrne's findings. Together we will pursue our shared goal of drawing a line under conduct that hinders our fire services from advancing their mission of preserving life and property. We will also work hard to improve the way our fire services pursue their separate and shared responsibilities and how they use their resources. I look forward to working together to build stronger fire services for Victoria's future.

Jane Garrett MP
Minister for Emergency Services

EXECUTIVE SUMMARY

In July 2015 the Minister for Emergency Services commissioned Mr David O'Byrne to review and make recommendations concerning the resourcing, operations, management and culture of Victoria's Metropolitan Fire and Emergency Services Board (MFB) and Country Fire Authority (CFA) (collectively, 'the fire services'). At Mr O'Byrne's request the Minister extended the report period to late October 2015 to allow for a more thorough analysis of the complex issues involved.

In conducting the review, Mr O'Byrne consulted members of the CFA and MFB and related stakeholders through interviews and on site meetings, and considered 180 written submissions. His recommendations appropriately give priority to optimum service to the community and optimum support for the operational arms of the fire services. They provide a road map for our fire services to continue to realise their potential.

Victoria's fire services operate in complex, swiftly evolving environments. Victoria's landscape is varied; the population is growing, diversifying and relocating into unfamiliar areas at an accelerated rate. Changes in climate, land use and community expectations all demand adaptation by our emergency services. Since the devastating 2009 Black Saturday bushfires and 2010-11 floods Victoria's emergency services have achieved significant improvements in systems and collaborative operation. The positive effects of these reforms have been evident in the outstanding handling of fires during the 2015-16 fire season.

Yet the Government is concerned that this progress has occurred against the background of a workplace culture which is not as supportive, healthy or inclusive as it could be. It is not hard to see the implications of this culture for the welfare of our fire services personnel, let alone the communities they serve, if workplace issues are not addressed. The report identifies much that needs to be done in the areas of strategic planning, management practices, fostering a better working environment and progressing respectful inter-service collaboration.

The report acknowledges that work in many of these areas has commenced through the Government's *Emergency Management Strategic Action Plan 2015-2018*. The Government also recognises that much recent work undertaken by the Emergency Management Commissioner, the Fire Services Agencies Interoperability Committee and under a range of recent initiatives is also clearly aligned with the report's recommendations. In response to the recommendations, the Government will undertake immediate, fire services-focused action, complementing and building on existing initiatives, to give our fire services personnel the modern, effective workplaces they deserve.

The Government accepts all the report's recommendations with the exception of recommendations 13 and 14, which propose the reinstatement of the position of Chief Fire Officer as the head of each fire service and the establishment of a single governing board for the CFA and MFB. The Government has already indicated that these organisations would not be amalgamated at any level. In addition, the complexity and size of these community organisations requires both executive business leadership and operational leadership.

Recognising cross-over in the issues the report raises, the recommendations, and the actions the Government proposes to take, the responses are grouped into three themes: people and culture; working better together; and the effective management of resources. These three themes recognise the close relationship between the

Government Response to the Fire Services Review

issues raised in the review and that the response in many cases will also be closely interconnected.

The actions proposed in response to the recommendations range from improved and additional training, targeted reviews of legislation and operational practices, and active and facilitated collaboration on complex issues of service delivery.

RESPONSE TO THE RECOMMENDATIONS

The Government has accepted all the recommendations in the report, with the exception of recommendations 13 and 14, which relate to merging the role of Chief Executive Officer and Chief Officer into a single position and establishing a single governing board for the CFA and MFB. The Government has already indicated that these organisations would not be amalgamated at any level. In addition, the complexity and size of these community organisations requires both executive business leadership and operational leadership.

This section of the Government's response details the actions that will be taken to implement those recommendations that have been accepted.

People and culture in the fire services

The Government reiterates its admiration for the dedication and willingness of the men and women of Victoria's fire services to put their lives on the line to protect the community. Yet, while many outstanding individuals serve in our fire services, the report found that culturally, Victoria's fire services often fail to welcome diversity, foster innovation, support work-life balance, provide ongoing training, recognise skills or encourage collegiate, respectful workplace relationships. The report found repeated evidence of bullying, harassment and discrimination in Victoria's fire services. The Government is deeply concerned by these findings and does not accept that those wishing to serve our community in this fundamental way should encounter or endure these conditions.

The Government's first action on receipt of the report was to request the Victorian Equal Opportunity and Human Rights Commission (VEOHRC) to conduct a review under section 151 of the *Equal Opportunity Act 2010* and section 41(c) of the *Charter of Human Rights and Responsibilities Act 2006*. VEOHRC has been asked to investigate and report specifically on workplace behaviour (specifically issues that may contribute to an environment of bullying and harassment), the lack of gender diversity in the fire services and existing support services for staff who have been bullied or harassed. Secondly, VEOHRC has been asked to recommend strategies and plans to remedy immediate problems and build a better working environment. The Government anticipates that these findings will assist in identifying the most effective flexible employment arrangements to meet the fire services' goal of a diverse and inclusive workforce. It is anticipated that VEOHRC will provide a comprehensive report to the Government in the first half of 2017. Meanwhile, immediate support for staff affected by issues raised in the fire services review is available via dedicated referral pathways and existing employee assistance programs.

The Government will commence a range of initiatives to support the wellbeing of fire services personnel, including through actions aimed at skills development and recognition. The report identified a need for holistic support of fire services personnel's wellbeing. While many individual fitness and wellbeing options exist, an overarching strategic approach, integrated in personnel's service, is missing. The development of a strategic framework to support and ensure ongoing fitness of fire services personnel throughout their service will commence immediately.

Women are very under represented in our paid fire fighter ranks under 3.5% per cent of the workforce. A modern fire services workforce must be much more reflective of the diversity that exists in the community they serve. The Government will continue to work closely with the MFB and CFA to ensure its recruitment programs as well as its employment conditions and workplace environment are supporting and attracting

women as well as people from diverse cultures into paid fire fighter roles. The Government will also continue its work with the CFA to provide the best support we can for all volunteers and especially women.

A significant theme in the report is leadership capability and capacity, particularly at middle management level. The Emergency Management Commissioner will work closely with the fire services to ensure they provide immediate support to middle and senior management in developing leadership, communication, relationship and team-building skills. These leadership programs will interface with promotional processes, supporting an enhanced merit-based process for promotions. Training initiatives will complement the fire services' continued work to implement the State Fire and Emergency Services Training Framework, which aligns with the CFA's Fire and Emergency Management Training Strategy. In doing so, opportunities for greater integration of training between the fire services will be pursued.

Recognising the increasing professionalisation of the fire services, the Government will initiate national consultation on the establishment of a Firefighters Registration Board through relevant intergovernmental forums. This will both implement a recommendation from the review and meet a commitment made before the 2014 state election.

2d. The Review recommends that the fire services introduce a broader scope of working arrangements, including job-sharing and part-time options, for persons returning from parental leave.

Action: The Government will await the findings of fire services equity and diversity review being conducted by the VEOHRC to identify what flexible employment arrangements would best meet the fire services' goal of a diverse and inclusive workforce.

Timeframe: For consideration following completion of the fire services equity and diversity review (see recommendations 6 and 7).

4. The Review recommends that:

- a. *the MFB develop a comprehensive training strategy with the guidance of the Chief Officer*
- b. *the fire services' training strategies and accompanying training programs be informed by consultation with paid and volunteer fire fighters*
- c. *the training strategies be informed by consultation between the fire services to ensure there is alignment across the fire services to the extent possible and that opportunities for joint training and sharing of training resources are maximised*
- d. *the fire services investigate flexible training delivery models in different locations, including a broader use of paid instructors, volunteer trainers and assessors, and third party providers*
- e. *the training strategies and programs be communicated across the organisations so that training priorities and pathways are well understood.*

Action: The fire services will implement the State Fire and Emergency Services Training Framework, in alignment with the CFA's Fire and Emergency Management Training Strategy.

	Other opportunities for greater integration of training have been identified and will be pursued, including the potential to establish a shared (neutral) Registered Training Organisation for the fire services.
Timeframe:	4-5 years.

6. *The Review recommends that the fire services take the lead in advancing the sector's collective effort to increase diversity in the sector, through making a genuine and public commitment to understanding and addressing harassment and discriminatory practices and behaviours in their organisations, and launching a process for doing so.*
7. *The Review recommends that brigade leaders and their immediate supervisors be provided with clear processes and tools to deal professionally, expeditiously and compassionately with instances of bullying and poor behaviour, and be supported in doing so. A clear, alternative mechanism should be established, and communicated to all members, for when matters cannot be handled locally.*

Action:	<p>The Government is committed to providing firefighters with a safe workplace where diversity is valued and bullying, harassment and discriminatory practices are properly addressed. The Government has therefore requested that VEOHRC conduct an independent review under section 151 of the <i>Equal Opportunity Act 2010</i> and section 41(c) of the <i>Charter of Human Rights and Responsibilities Act 2006</i> to investigate and report on:</p> <ul style="list-style-type: none"> • support services for staff who have been bullied or harassed • workplace behaviour, specifically issues that may contribute to an environment of bullying and harassment • the lack of gender diversity in the fire services. <p>VEOHRC has been asked to make recommendations on strategies and plans that will lead to a better working environment, and to consult widely during its review activities.</p>
Timeframe:	Report expected to be received in the first half of 2017.

8. *The Review recommends that committed and sustained effort be made by the senior leadership of the fire services to reset its relationship with firefighters and their representative bodies, through adopting a genuine, collaborative and consultative approach in place of the adversarial win/lose dialogue. The immediate focus must be on restoring a cohesive work culture and addressing firefighter operational and safety concerns.*
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|---------|---|
| Action: | <p>A program of initiatives is being developed to build more cohesive and collaborative working relationships between the fire services and their key stakeholders, including: the VHREOC review, leadership training and workplace behaviour education. Additionally, a new annual Ministerial Consultative Forum for fire services and key stakeholders will be established and the inaugural meeting will occur within 3 months.</p> |
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Timeframe: To commence immediately.

9. The Review recommends that the Victorian government consider leading a national process for establishing a Firefighters Registration Board that:
- a. defines the competencies required to be registered as a firefighter at different operational levels or with particular specialist skills
 - b. assesses whether applicants, irrespective of their organisational background, have the necessary skills, experience and qualifications, including through recognition of prior learning, to be registered at a nominated level of competency
 - c. enables lateral entry into a fire service at a particular rank through formal recognition of competence at the commensurate level
 - d. develops a training curriculum for attaining and maintaining skills to achieve and retain registration at the relevant level
 - e. administers a process for deregistration where appropriate.

Action: As a national leader in training and recognition of firefighters' professional skills, Victoria will initiate national consultation on the establishment of a Firefighters Registration Board through the Council of Australian Government's Law, Crime and Community Safety Council.

Timeframe: 5 years.

10. The Review recommends that the fire services introduce an ongoing, holistic health and wellbeing program that includes fitness and wellness components, applies from the moment of recruitment, and is based on supporting firefighters to maintain their levels of fitness for duty.

Action: The fire services and EMV will develop a strategic framework for the introduction of holistic health and wellbeing programs that support firefighters from the point of recruitment and throughout their careers. A particular focus will be on firefighters maintaining fitness levels to enable them to perform their jobs safely and efficiently.

Timeframe: Strategic framework to be developed immediately.

11. The Review recommends that the fire services' senior management identify regular opportunities, formal and informal, to touch base with and genuinely listen to the views and concerns of operational members, particularly through station visits.

Action: Linked to Recommendation 8.
The fire services will undertake facilitated leadership development activities, including relationship building for middle and senior managers to give them greater capability to engage with firefighters

and representative bodies.
Timeframe: To commence immediately.

17a. The Review recommends that the fire services invest in their mid-level operational leadership, strengthening its capacity to lead brigades and manage stations.
Action: A leadership program will be developed for middle managers that will interface with promotional programs and internal and external leadership programs delivered by and for the CFA and MFB.
Timeframe: 2 years.

17b. The Review recommends that in the MFB, a position at the Commander or Senior Station Officer level be made accountable for overall performance of a station.
Action: A station management structure will be established using existing rank structures.
Timeframe: 2 years.

17c. The Review recommends that in the CFA, the process for selecting brigade captains be reviewed to better ensure that persons with the right combination of leadership and technical skills are chosen to undertake the role.
Action: A selection process will be developed to enhance the current approach to focus on the necessary leadership and technical skills needed for the role.
Timeframe: 2 years.

17d. The Review recommends that a single management structure be established for specialist operations.
Action: Effective utilisation of similar skills in specialist operations will be achieved through consistency of approach and a focus on interoperability.
Timeframe: 2 years.

Fire services working better together

The Government endorses Mr O'Byrne's recognition of the proud traditions of the CFA and the MFB. Preserving the distinct identities of Victoria's two iconic fire services, while increasing their capacity to collaborate instantly and seamlessly – through interoperability and integration – is a key objective of the report's recommendations.

In response, the Fire Services Agencies Interoperability Committee and the leadership of the fire services will explore further avenues to enhance the capacity to work together, such as through shared training strategies and programs, and collaborative procurement, to develop a broader model that provides a solid grounding and purpose for service delivery. Emergency Management Victoria (EMV) will work with the fire services to identify the most effective way to expand existing synergies between their core business systems, such as through sharing or mirroring technology and administrative processes. The CFA will review their positive experiences of integrated brigades to develop a best practice model for future brigade integration.

At the same time, the Department of Environment, Land, Water and Planning (DELWP) will review aspects of the *Forests Act 1958* that may present a barrier to working together, and a detailed review will be undertaken by the Department of Justice and Regulation of the legislation governing the fire services to identify reforms which would streamline the legislative framework for inter-service collaboration and provide a modern governance framework.

The fire services, with the EMC and the Interoperability Committee, will also build on work already underway with individual communities to provide for their unique fire protection needs.

Drawing on findings by the planned audit in response to Recommendation 16 (see below) of existing synergies between core business systems, EMV will work with the fire services to identify the most effective way to expand their application, such as through sharing or mirroring technology and administrative processes. The Interoperability Committee and the leadership of the fire services will explore further possibilities for enhancing the capacity to work together, such as shared training strategies and programs, and collaborative procurement.

<p>1. The Review recommends that the Fire Services Agencies Interoperability Committee:</p> <ul style="list-style-type: none"><i>a. continue its work to standardise appliances, equipment, training, systems and operating procedures for the fire services as appropriate, as well as develop a common rank structure for paid fire fighters</i><i>b. following a transitional period of bilateral consultation between the EMC and the VFBV, be expanded to include a VFBV representative</i><i>c. extend participation to other sector organisations, where relevant, to ensure broader alignment across the sector and enhance efficiencies and cost savings.</i>	<p>Action: The Interoperability Committee will implement this recommendation.</p>
<p>Timeframe: 6 months</p>	

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<p><i>2b. The Review recommends that the CFA and DELWP continue to identify opportunities to strengthen their organisational bonds through joint initiatives.</i></p>	
<p>Action:</p>	<p>In late 2015, the Government released the "Safer Together" policy which is predicated on closer organisational bonds between DELWP and CFA.</p> <p>The planned burning program is a key initiative with regard to public and private land. 'Joined up' burns to reduce hazard on private and public land are planned and implemented by the CFA and DELWP.</p>
<p>Timeframe:</p>	<p>Underway in 2015/16 and program continuing in 2016/17.</p>
<p><i>2c. The Review recommends that the government review the provisions in the Forests Act 1958 that limit, based on distance, the ability of DELWP and its partner organisations to support a sector-wide approach to responding to emergencies.</i></p>	
<p>Action:</p>	<p>DELWP will conduct a review of the application of section 65(1) of the Forests Act 1958 to private land (the Fire Protected Area or 'marginal mile') to:</p> <ul style="list-style-type: none"> (1) identify any barriers to a sector wide approach to responding to emergencies and (2) make recommendations to address any identified barriers.
<p>Timeframe:</p>	<p>12 months.</p>
<p><i>3. The Review recommends that the Emergency Management Act 2013 be reviewed to:</i></p> <ul style="list-style-type: none"> a. <i>enable the EMC to deliver a comprehensive set of standards to support integration and interoperability within the emergency management sector</i> b. <i>eliminate any barriers, or the potential for workarounds, to the fire services, and other agencies, implementing the EMC's standards.</i> 	
<p>Action:</p>	<p>EMV has already undertaken significant work on performance standards for responder agencies that set objectives and minimum requirements for the emergency management functions they collectively undertake and clarify how these functions contribute to the shared vision of 'safer and more resilient communities'. The new Emergency Management Performance Standards, which replace the interim standards, were released on 1 January 2016, with reporting to commence on 1 July 2016.</p> <p>The Government will review the <i>Emergency Management Act 2013</i> to determine whether the scope of provisions relating to the EMC standards should be expanded.</p>
<p>Timeframe:</p>	<p>Underway. If legislative review is recommended, it is expected to be completed in 2-3 years.</p>

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5. The Review recommends that the CFA develops a leading practice model for integrating brigades, drawing on the successful processes adopted to date. The model should cover the initiation and planning of integration, implementation, and continued support. The leaders of integrated brigades should be selected for leadership, management and technical skills and provided with ongoing high-level assistance.

Action:

The CFA will lead a short review of integrated brigades with a view to applying best practice across existing and planned integrated brigades. This may lead to new or altered ways of managing integrated fire brigades.

Timeframe:

To be rolled out alongside the Government's commitment to recruit 450 new firefighters.

15. The Review recommends that the fire services legislation be reviewed and replaced with a single contemporary Act that facilitates improved interoperability between the fire services and with the broader emergency management sector. The legislative review should also consider and remove any ambiguity between the responsibilities of the EMC and the fire services.

Action:

The Government will undertake a legislatively review to improve interoperability across the fire services and the emergency management sector.

Timeframe:

4 years.

20. The Review recommends that the CFA and MFB align or share their core business systems and processes wherever possible and modernise their business intelligence systems to better understand their individual and joint organisational capability and capacity.

Action:

EMV will work with the fire services to facilitate audits of current systems with the aim of identifying the best options for sharing arrangements.

Timeframe:

4-5 years.

Resource management and operational effectiveness

All public sector organisations, including the fire services, are obliged to manage their resources prudently and in line with government requirements. The report finds that there is scope for both organisations, and the CFA in particular, to improve their resource, project and financial management. There is also potential for better coordination in areas such as requests for funding and asset management.

EMV will commission a comprehensive independent audit of corporate management practices in the fire services, with a view to helping them identify the most effective strategic management models for the future.

People at all levels of the fire services have innovative ideas for improving the way they deliver their services, at both the macro and micro level. EMV will work to identify a sector-wide system for encouraging, recognising and capturing innovative ideas which provides a pathway for assessing and implementing them at station, brigade or organisational level.

In relation to service delivery models, EMV will work with the fire services to tailor service delivery models to local community environments, including by drawing in representatives from across the emergency services. The EMC, with the input of the Interoperability Committee, will lead this work.

2a. The Review recommends that the fire services introduce new service delivery models to better meet community needs in a given location; including joint operations in the gMA, day staffing, and hub and spoke integration. The fire services should consult with both volunteer and paid fire fighters and their representative bodies on the most appropriate model to adopt in a given area, with the ultimate decision to be made by the Chief Officers.

Action:	EMV and the fire services is already undertaking planning to ensure that the needs of communities in specific locations are being met and what new service delivery models may look like.
Timeframe:	4-5 years.

12. The Review recommends that the fire services establish a simple system for receiving and responding to proposed innovations from membership and sharing them across the organisation. Where any safety and procedural compliance concerns are satisfied, new initiatives that can improve service delivery should be encouraged and supported at all levels of the organisation.

Action:	EMV will work with the fire services to identify and implement a sector-wide system for encouraging and recognising innovation.
Timeframe:	Pilot in place in 12 months, fully operational in 2 years.

16. The Review recommends that a comprehensive audit be undertaken of the fire services' financial, project and resource management.

Action: EMV will commission a comprehensive independent audit. The results of the audit will contribute to the efficient, effective and coordinated investment in infrastructure, capability and resources management across the fire services.

Timeframe: Audit is underway; expected to be completed by September 2016.

18. The Review recommends that a model be developed for firefighters at the rank of Leading Firefighter or Station Officer to be deployed to provide administrative, technical, community engagement and, when required, operational support to volunteer brigades.

Action: The intent of the recommendation to bolster support for volunteer brigades is supported. Further consideration on the best means to deliver that support is required.

Timeframe: 12 months.

19. The Review recommends that the fire services establish transparent and sufficiently long-range strategies and plans, based on consultation with firefighters, regarding:

- a. a program of station builds and replacements
- b. a program of station management
- c. a program of vehicle replacement
- d. a program of vehicle servicing

The plans should also be discussed with other emergency management organisations so as to align and support broader sector needs to the extent possible.

Action: The MFB and CFA Boards will maintain rolling updated plans that are regularly reported to government through EMV

Timeframe: Ongoing

GLOSSARY

CFA	Country Fire Authority
DELWP	Department of Environment, Land, Water and Planning
DJR	Department of Justice and Regulation
EMC	Emergency Management Commissioner
EMV	Emergency Management Victoria
MFB	Metropolitan Fire Brigade
VEOHRC	Victorian Equal Opportunity and Human Rights Commission
VFBV	Volunteer Fire Brigades Victoria