

FAIR WORK COMMISSION

Matter No.: B2023/771

Applicant: United Firefighters' Union of Australia

Respondent: Fire Rescue Victoria

THIRD WITNESS STATEMENT OF JO CRABTREE

I, Jo Crabtree, Executive Director – People & Culture of Fire Rescue Victoria (**FRV**) of 215 Spring Street, Melbourne, Victoria say as follows:

1. I am employed by FRV as Executive Director – People & Culture.
2. I have been employed in my role as Executive Director with FRV since July 2022.
3. I previously made two witness statements in this proceeding dated 5 September 2023 (**First Crabtree Statement**) and 17 November 2023 (**Second Crabtree Statement**). I have adopted the defined terms in those witness statements in this statement. I rely on the First Crabtree Statement and the Second Crabtree Statement for the purposes of the hearing before the Commission on 18 and 19 December 2023.
4. Unless otherwise stated, I make this statement based on my own knowledge and belief.

RESPONSE TO THE THIRD STATEMENT OF LAURA CAMPANARO

5. From paragraph [141] – [146] of the Third Statement of Laura Campanaro (**Third Campanaro Statement**), Ms Campanaro sets out her perspective that all matters but wages and allowances had been agreed between FRV and the UFU at the time the UFU made its application for an IBD on 28 July 2023. I, on behalf of FRV, disagree with this. At the time the application for the IBD was made on 28 July 2023, no matters had been agreed between FRV and the UFU. This was because:
 - (a) FRV has, throughout the bargaining process, made it clear to the UFU (and other bargaining representatives) that any in principle agreement on the inclusion of particular clauses in a proposed enterprise agreement was subject to approval by the Victorian Government and final agreement on an overall package (see, for example, paragraphs [43], [49] and [59] of the First Crabtree Statement);
 - (b) at the time the application for the IBD was made, the parties were bargaining under the 2023 Wages Policy and, as I explain between paragraph [64] and paragraph [73] of the

Lodged by: MinterEllison, solicitors for the Respondent	Telephone: (03) 8608 2047 / (03) 8608 2163
Address for Service: Collins Arch, 447 Collins Street Melbourne VIC 3000	Fax: - Email: tom.molan@minterellison.com / david.woodman@minterellison.com

First Crabtree Statement, the Victorian Government was not prepared to approve a number of matters which had been agreed in-principle between FRV and the UFU.

6. Given that a package had not been agreed with the UFU and given that all matters agreed in-principle between FRV and UFU are subject to government approval and approval had not been received by 28 July 2023, FRV's position is that no matters met the definition of "agreed term" when the application for the IBD was made (or at the conclusion of the PDNP).

7. At paragraph 157 of the Third Campanaro Statement, Ms Campanaro states that I said at the commencement of the meeting between FRV and the UFU on 11 October 2023 that *'everything was agreed but the three clauses identified in the [7 August Offer]'*. That is incorrect. Neither I, nor any other representative of FRV, said words to that effect. As I describe at paragraph 13 of the Second Crabtree Statement, I, on behalf of FRV, articulated at the meeting that:
 - (a) *'it accepted that version 14 was the most up-to-date version of the proposed New Operational EA, however FRV reaffirmed that Government had not approved the non-wage related matters that were agreed in-principle between FRV and the UFU. As such, FRV sought to focus on the 7 August Offer on the terms previously offered to the UFU (i.e. on the basis that the offer is a package and the package needs to be accepted by the UFU as a whole, and endorsed by Government, consistent with the 2023 Wages Policy)'* (see paragraph 13(a)); and

 - (b) *'it accepted that, consistent with its submissions in this proceeding, there are matters which were agreed "in-principle" between FRV and the UFU during the bargaining process but which were subject to an overall agreement being reached and were not ultimately approved by Government for inclusion in the package'* (see paragraph 13(b)').

8. At paragraph 160 of the Third Campanaro Statement, Ms Campanaro states that the contents of the 13 October Letter (sent from FRV to the UFU) was 'contrary' to what FRV had said to the UFU at the meeting on 11 October 2023. I disagree. The 13 October Letter is an accurate reflection of how FRV, at the meeting on 11 October 2023, explained the key elements of the 7 August Offer and the rationale for the position that FRV was adopting.

Jo Crabtree

11 December 2023