

DRAFT Fire Rescue Victoria, United Firefighters Union Operational Workplace Determination 2025

NOTE:

All **highlight in yellow** denotes differences from the UFU v14 position (including contested matters)

To preserve numbering some clauses/sub-clauses are deliberately "blank"

Green shaded indicates additional tables/content to be provided

Explanatory comments provided to assist the Commission

DIVISION 1 – CONDITIONS APPLYING TO ALL EMPLOYEES

PART A - CONDITIONS APPLYING TO ALL EMPLOYEES

A1 - APPLICATION, OPERATION AND STRUCTURE

1. TITLE

This Workplace Determination will be known as Fire Rescue Victoria, United Firefighters Union of Australia Operational Staff Workplace Determination 2025.

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3. OBJECTIVES

- 3.1. The broad objective of this **Workplace Determination** is to implement initiatives aimed at meeting the challenges facing Fire Rescue Victoria (**FRV**), and to

maintain a highly skilled and motivated workforce, which ensures the provision of a professional fire service delivering high quality service to the community.

- 3.2. The objectives of this **Workplace Determination** are to develop a harmonious relationship between the parties and between FRV and employees including:
 - 3.2.1. establishment of more varied and fulfilling jobs for employees, including agreed wage outcomes;
 - 3.2.2. enhanced job security for current and future employees;
 - 3.2.3. providing clarity and certainty to employees of the changes to work practices expected for the life of the **Workplace Determination**;
 - 3.2.4. agreed processes and principles to continue to adapt to a varying response climate;
 - 3.2.5. **a** joint approach on "productivity policies" that embrace the drivers and enablers of performance and are consistently applied.
 - 3.2.6. recognising that a productivity model recognises the changing knowledge requirements of employees covered by this **Workplace Determination** in all phases of the enterprise activity and also caters for:
 - 3.2.6.1. increasing requirement for innovation;
 - 3.2.6.2. accelerating adoption of technology;
 - 3.2.6.3. management of risk;
 - 3.2.6.4. motivation of a diverse workforce;
 - 3.2.6.5. working conditions as a work value differentiator;
 - 3.2.7. provision of a healthy and safe working environment, with due regard to the safety of employees and the public
 - 3.2.8. respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination
 - 3.2.9. resources and working arrangements to enable FRV to meet new and changing local service delivery requirements,
 - 3.2.10. acceptance that during the life of the **Workplace Determination**, there are productivity initiatives and benefits.
- 3.3. In implementing this **Workplace Determination** the parties will act consistently with equal opportunity and anti-discrimination legislation.
- 3.4. Nothing in this clause is taken to affect:
 - 3.4.1. Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation.

3.4.2. An employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

3.4.3. The exemptions in the Act.

4. PERIOD OF OPERATION

4.1. This Workplace Determination shall come into force on [date] and the nominal expiry date will be 4 years from the date of the Workplace Determination. This Workplace Determination shall remain in force until replaced by a new workplace determination or enterprise agreement.

4.2. FRV shall bargain collectively in relation to the replacement, renewal, extension of this Workplace Determination.

5. RENEGOTIATION

5.1. FRV shall commence negotiations on a new agreement nine months prior to the nominal expiry date of this Workplace Determination.

5.2. Negotiations will commence on a new agreement of the same scope as this Workplace Determination. Any variations to the scope of bargaining or the proposed agreement will only be by agreement.

6. APPLICATION OF WORKPLACE DETERMINATION AND PARTIES BOUND

6.1. This Workplace Determination, including its schedules, applies to, covers, and is binding on:

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

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

6.1.3. All employees of FRV engaged in or performing work that is or may be performed by an employee engaged in a classification or occupation referred to in this Workplace Determination; and

6.1.4. Employees of FRV undertaking any of the work or duties performed by employees referred to in sub-clause 6.1.3.

6.2. No third party (except where expressly provided and excluding FWC or any court) has any right to interfere with the terms and conditions provided for in this Workplace Determination.

7. STRUCTURE AND APPLICATION OF WORKPLACE DETERMINATION

7.1. This Workplace Determination consists of Divisions 1, 2 and 3 and 4 and Schedules 1 through to 42 inclusive.

7.2. Division 1 consists of 3 Parts and Schedules 1 to 15 of this Workplace Determination as follows:

- 7.2.1. Part A Conditions applying to all Employees - applies to all employees covered by this **Workplace Determination**.
- 7.2.2. Part B Conditions applying to Division 2 Recruit Firefighter through Division 2 ACFO and Division 3 Recruit Firefighter through Division 3 ACFO and Division 3 Instructors and Division 3 MCS applies to all employees employed as Division 2 Recruit Firefighter through Division 2 ACFO and Division 3 Recruit Firefighter through Division 3 ACFO and Division 3 Instructors and Division 3 MCS.
- 7.2.3. Part C Conditions applying to all Division 2 Fire Services Communications Controllers and Division 3 Fire Services Communications Controllers (including Division 2 and Division 3 Senior FSCCs) – applies to employees referred to in clause 139.
- 7.3. **Division 2 and Schedules 16 to 26** of this **Workplace Determination** are conditions applying to Division 2 Employees as follows:
 - 7.3.1. Part A Conditions applying to all Division 2 Firefighters - applies to all employees covered by Division 2.
 - 7.3.2. Part B Conditions applying to Division 2 Recruit Firefighters through to Division 2 ACFO's - applies to employees referred to in clause 164.
 - 7.3.3. Part C Conditions applying to Division 2 Commanders and Division 2 ACFO's – applies to employees referred to in clause 181.
- 7.4. **Division 3 and Schedules 27 to 42** of this **Workplace Determination** are conditions applying to Division 3 Employees as follows:
 - 7.4.1. Part A Conditions applying to all Division 3 Employees - applies to all employees covered by Division 3.
 - 7.4.2. Part B Conditions applying to Division 3 Recruit Firefighter to Division 3 ACFO and Division 3 Instructors and Division 3 MCS - applies to employees referred to in clause 201.
 - 7.4.3. Part C Additional Conditions Applying to Division 3 Commanders and Division 3 ACFO's, and the Division 3 MCS Classification–applies to employees referred to in clause 219.
 - 7.4.4. Part D Division 3 Communications Department - applies to employees referred to in clause 231.
 - 7.4.5. Part E Division 3 Protective Equipment Department - applies to employees referred to in clause 242.
 - 7.4.6. Part F Conditions applying to Division 3 Practical Area Drill Department - applies to employees referred to in clause 253.
- 7.5. **Division 4** of this **Workplace Determination** are conditions applying to Fire Safety Officers **and Fire Safety Coordinators** who have transferred from the CFA to FRV pursuant to s 103 of the FRV Act.
- 7.6. The intention is that the more specific parts add specific conditions to the more general conditions. Where multiple parts apply to an employee, all conditions in those parts will apply. This means for instance that where Division 2 or Division 3

FSCC's have more than one applicable amenities clause, all of which apply. However, where there is an inconsistency between the general provision in Division 1 and a relevant provision in Division 2 or 3 then the specific provision in Division 2 or 3 applies to the extent of the inconsistency and likewise where inconsistencies arise within a Division, the specific provision shall apply to the extent of the inconsistency.

- 7.7. In applying and interpreting this **Workplace Determination** each provision imposing an obligation or conferring a benefit or entitlement shall be interpreted and applied in a way that is consistent with it being within the power of the Fair Work Commission to approve and the Courts to enforce, rather than in a way that would be beyond power.
- 7.8. In interpreting this **Workplace Determination** a construction that advances the objectives of this **Workplace Determination** shall be preferred.
- 7.9. FRV **seeks** to maintain the standard of its operational activities, meet its duty of care towards its employees, implement the 2009 Bushfire Royal Commission recommendations and facilitate the exercise and performance of its powers and obligations under the following legislation, and associated regulations:
 - 7.9.1. Fire Rescue Victoria Act 1958 (**FRV Act**)
 - 7.9.2. Occupational Health and Safety Act 2004
 - 7.9.3. Public Administration Act 2004
 - 7.9.4. Gas Safety Act 1997
 - 7.9.5. Electrical Safety Act 1998
 - 7.9.6. Public Sector Management and Employment Act 1998
 - 7.9.7. Emergency Management Act 2013

8. RELATIONSHIP TO PREVIOUS AGREEMENTS

- 8.1. This **Workplace Determination** supersedes all the provisions in the:
 - 8.1.1. Fire Rescue Victoria Operational Employees Interim Enterprise Agreement 2020;
 - 8.1.2. UFU/MFESB Operational Staff Agreement 2016;
 - 8.1.3. Country Fire Authority/United Firefighters Union Operational Staff Enterprise Agreement 2010; and
 - 8.1.4. Country Fire Authority/United Firefighters Union of Australia Managers Community Safety Agreement 2005 (as varied 2009).
- 8.2. This **Workplace Determination** also supersedes the *Country Fire Authority Professional, Technical and Administrative Agreement* (as varied by the orders of Gostencnik DP of 24 August 2020) in relation to Fire Safety Officers and Fire Safety Coordinators covered by Division 4 of this **Workplace Determination** only.

9. OBLIGATIONS

9.1. Obligations on Fire Rescue Victoria

- 9.1.1. If a term or condition of this **Workplace Determination** confers an entitlement or benefit on an employee, FRV will comply with that term or condition and provide that entitlement or benefit.
- 9.1.2. If a term or condition of this **Workplace Determination** imposes an obligation on FRV with respect to an employee, FRV will comply with that obligation.
- 9.1.3. If a term or condition of this **Workplace Determination** permits a party to do an act or thing, FRV will permit that act or thing to be done.

9.2. In addition to any other obligations, FRV acknowledges the obligations to make reasonable accommodation for employees with parental or carer responsibilities and to make reasonable adjustments for employees with disabilities. **However FRV has determined that FRV's operational requirements mean generally that on-shift employees should be employed on a full-time basis.** FRV will meet the obligation to give reasonable accommodation/adjustments as required on a case by case basis, but the parties acknowledge that this may, in some cases require an employee to transfer off-station or from their current work location to another position.

9.3. To avoid doubt, in addition to other obligations, this **Workplace Determination** does not limit the rights of employees, who are entitled to make a request for a change in working arrangements under s65 of the Act, to make such a request and to have it considered by FRV in accordance with that section. **However, FRV has determined that FRV's operational requirements mean generally that on-shift employees should be employed on a full-time basis.** As required by the Act, FRV will consider every request from an entitled employee for flexible working arrangements and will assess each request on a case by case basis, but the parties acknowledge that this may, in some cases require an entitled employee to transfer off-station or from their current work location to another position. Without limiting the foregoing, this subclause applies to the following clauses and schedules for Division 2 Employees: 145.1, 156.3, 159.1, 160, 167.1, 180.1, 182.1, 183, SCHEDULE 3 - Internal Secondment of Operational Staff Program and SCHEDULE 12 - FRV Emergency Response Training Framework despite any inconsistent terms therein. Without limiting the foregoing, this sub-clause applies to the following clauses and schedules for Division 3 Employees: 191.3, 196.1, 197, 204.1, 209.1, 218.1.1, 220.1, 221, 236.1, 239, 246.1, 259.1, 145.1, SCHEDULE 3 - Internal Secondment of Operational Staff Program, SCHEDULE 28 - District Based Relievers and SCHEDULE 12 - FRV Emergency Response Training Framework, despite any inconsistent terms herein.

10. [Blank]

10.1. [Blank]

11. DEFINITIONS

- 11.1. **Accident Compensation Act 1985** means the *Accident Compensation Act 1985* and Regulations as amended from time to time, or any successor to that Act.
- 11.2. **Act** means the *Fair Work Act 2009* as amended from time to time, or any successor to that Act.

- 11.3. **Appointed station** means the FRV fire station to which a Division 3 Firefighter or Division 3 Station Officer is appointed.
- 11.4. **CFA** means the Country Fire Authority, constituted under *Country Fire Authority Act 1958* (Vic) (No 6228).
- 11.5. **Country Area of Victoria** means the area as defined by s 3(1) of the *Country Fire Authority Act 1958* (Vic).
- 11.6. **Co-located work locations** are locations where professional/career firefighters are co-located with employees or other persons of another government agency.
- 11.7. **Continuous Service** means service during an unbroken period of employment and includes:
- 11.7.1. any period of leave or absence provided for in this **Workplace Determination** or agreed to by the parties to this **Workplace Determination**; and
- 11.7.2. service under an unbroken contract of employment with the CFA or MFB including where the employee transferred from the MFB or CFA in accordance with the *Fire Rescue Victoria Act 1958* (Vic).
- 11.8. **Division 2 Firefighter** or **Division 2 Employee** means a paid employee of the FRV in one of the classifications in Division 2 of this **Workplace Determination** who has been appointed in accordance with this **Workplace Determination** including clause 156.3 in Division 2.
- 11.9. **Division 2 Operational stream of firefighting** means the stream of consecutive ranks from Division 2 Recruit through to Division 2 ACFO as referred to in clauses 156.2.1 to 156.2.12 in Division 2 and not including the ranks in clauses 156.2.10 and 156.2.11 in Division 2.
- 11.10. **Division 2 recruit firefighter training course** is the FRV delivered recruit training course referred to in SCHEDULE 12 - FRV Emergency Response Training Framework and in which training occurs in the units referred to as the Division 2 Firefighter Level 1 (Recruit) units in table 1 and the recruit course level FRV specific requirements from table 3 and table 4 or:
- (a) the Victorian Recruit Firefighter Course as agreed between the parties in accordance with clause 85 – Victorian Firefighter Recruit Course; or
- (b) the recruit training course previously delivered by the MFB.
- 11.11. **Division 2 Firefighter Level 1 units** are the level 1 units in tables 1 and 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 2 Firefighter Level 1 level FRV specific requirements from table 3 and table 4.
- 11.12. **Division 2 Firefighter Level 2 units** are the level 2 units in table 1 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 2 Firefighter Level 2 level FRV specific requirements from table 3 and table 4.
- 11.13. **Division 2 Firefighter Level 3 units** are the level 3 units in table 1 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the

Division 2 Firefighter Level 3 level FRV specific requirements from table 3 and table 4.

- 11.14. **Division 2 Qualified Firefighter units** are the Division 2 Qualified Firefighter units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 2 Leading Firefighter level FRV specific requirements from table 3 and table 4.
- 11.15. **Division 2 Leading Firefighter units** are the Division 2 Leading Firefighter units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 2 Leading Firefighter level FRV specific requirements from table 3 and table 4.
- 11.16. **Division 2 Command and Control units** are the command and control units of the Division 2 Leading Firefighter units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 2 Leading Firefighter Level 1 level FRV specific requirements from table 3 and table 4.
- 11.17. **Division 2 Station Officer units** are the Division 2 Station Officer units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 2 Station Officer Level FRV specific requirements from table 3 and table 4.
- 11.18. **Division 2 Senior Station Officer units** are the Division 2 Senior Station Officer units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 2 Senior Station Officer Level FRV specific requirements from table 3 and table 4.
- 11.19. **Division 2 Commander units** are the Division 2 Commander units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 2 Commander Level FRV specific requirements from table 3 and table 4.
- 11.20. **Division 2 ACFO units** are as follows: BSBFIM801 Manage Financial Resources, BSBPMG606 Direct Human Resources Management of a Project Program, BSBINM601 Manage Knowledge and Information, BSBINN801 Lead Innovative Thinking and Practice and BSBMGT608 Manage Innovation and Continuous Improvement, or like units that will provide a pathway to obtaining a Graduate Qualification **as implemented via Clause 18 – Consultation**.
- 11.21. **Division 2 FSCC units** are the Division 2 Senior Station Officer units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Senior Station Officer Level FRV specific requirements from table 3 and table 4 and PUAECO009A, PUAECO010A, PUACOM003B, BSBCON401A, BSBOHS405B and PUAECO011A, delivered under FRV delivery methodology and course structure agreed between the parties.
- 11.22. **Division 3 Employee** means an employee of FRV who is employed in one of the classifications in Division 3.
- 11.23. **Division 3 Firefighter** means an employee of FRV in one of the classifications in Division 3 from Division 3 Recruit to Division 3 ACFO of this **Workplace Determination** who has been appointed in accordance with this **Workplace Determination** including clause 191.3 in Division 3.

- 11.24. **Division 3 Operational stream of firefighting** means the stream of **consecutive** ranks from Division 3 Recruit through to Division 3 ACFO as referred to in clauses 191.2.1 to 191.2.11 in Division 3. In addition, it includes employees employed as a Division 3 Instructors or Division 3 senior professional instructors who have completed a Division 3 or Division 2 recruit firefighter training course and either a Division 3 or Division 2 Leading Firefighter and/or a Division 3 or Division 2 Station Officer assessment.
- 11.25. **Division 3 recruit firefighter training course** is a FRV delivered recruit training course referred to in SCHEDULE 12 - FRV Emergency Response Training Framework and in which training occurs in the units referred to as the Division 3 Firefighter Level 1 (Recruit) units in table 1 and the recruit course level FRV specific requirements from tables 3 and 4 or:
- (a) the Victorian Recruit Firefighter Course as agreed between the parties in accordance with clause 85 – Victorian Firefighter Recruit Course; or
 - (b) the recruit training course previously delivered by the CFA.
- 11.26. **Division 3 Firefighter Level 1 units** are the level 1 units in tables 1 and 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 3 Firefighter Level 1 level FRV specific requirements from tables 3 and 4.
- 11.27. **Division 3 Firefighter Level 2 units** are the level 2 units in table 1 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 3 Firefighter Level 2 level FRV specific requirements from tables 3 and 4.
- 11.28. **Division 3 Firefighter Level 3 units** are the level 3 units in table 1 of SCHEDULE 12 - FRV Emergency Response Training Framework –with the inclusion of the Division 3 Firefighter Level 3 level FRV specific requirements from tables 3 and 4.
- 11.29. **Division 3 Qualified Firefighter units** are the Division 3 Qualified Firefighter units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 3 Leading Firefighter level FRV specific requirements from tables 3 and 4.
- 11.30. **Division 3 Leading Firefighter units** are the Division 3 Leading Firefighter units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 3 Leading Firefighter level FRV specific requirements from tables 3 and 4.
- 11.31. **Division 3 Command and Control units** are the command and control units of the Division 3 Leading Firefighter units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 3 Leading Firefighter Level 1 level FRV specific requirements from tables 3 and 4.
- 11.32. **Division 3 Station Officer units** are the Division 3 Station Officer units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 3 Station Officer Level FRV specific requirements from tables 3 and 4.
- 11.33. **Division 3 Senior Station Officer units** are the Division 3 Senior Station Officer units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 3 Senior Station Officer Level FRV specific requirements from tables 3 and 4.

- 11.34. **Division 3 Commander units** are the Division 3 Commander units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 3 Commander Level FRV specific requirements from tables 3 and 4.
- 11.35. **Division 3 ACFO (former OM) units** are as follows: BSBFIM801 Manage Financial Resources, BSBPMG606 Direct Human Resources Management of a Project Program, BSBINM601 Manage Knowledge and Information, BSBINN801 Lead Innovative Thinking and Practice and BSBMGT608 Manage Innovation and Continuous Improvement, or like units that will provide a pathway to obtaining a Graduate Qualification **as implemented via Clause 18 – Consultation.**
- 11.36. **Division 3 FSCC units** are the Division 3 Senior Station Officer units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 3 Senior Station Officer Level FRV specific requirements from tables 3 and 4 and PUAECO009A, PUAECO010A, PUACOM003B, BSBCON401A, BSBOHS405B and PUAECO011A, delivered under FRV delivery methodology and course structure agreed between the parties.
- 11.37. **Duty Station/Work Location** means the station/workplace at which an employee is carrying out his/ her normal duties, whether the Appointed Station or not.
- 11.38. **Emergency Management Act 2013** means the Emergency Management Act 2013 and Regulations as amended from time to time, or any successor to that Act.
- 11.39. **Employee** means an employee to whom this **Workplace Determination** applies (unless the context otherwise requires).
- 11.40. **Employer** means the Fire Rescue Victoria.
- 11.41. **Establishment Date** means the date upon which FRV commenced operation, being 1 July 2020.
- 11.42. **Fire District Review Panel** means the Panel established pursuant to section 4A of the FRV Act.
- 11.43. **Fire Rescue Victoria Fire District** means the district specified in section 4 of the FRV Act.
- 11.44. **FRV** means Fire Rescue Victoria, constituted under the *Firefighters' Presumptive Rights Compensation and Fire Services Legislation Amendment (Reform) Act 2019* (Vic).
- 11.45. **FWC** means the Fair Work Commission.
- 11.46. **Metropolitan Fire District** means the district as defined in section 4 of the *Metropolitan Fire Brigades Act 1958* (Vic) immediately before the Establishment Date.
- 11.47. **MFB** means the Metropolitan Fire and Emergency Services Board as was established and previously operated under the *Metropolitan Fire Brigades Act 1958* (Vic).
- 11.48. **Occupational Health and Safety Act 2004** means the Occupational Health and Safety Act 2004 and Regulations as amended from time to time, or any successor to that Act.

11.49. **Officer in Charge** means an operational staff member from the rank of Leading Firefighter and above, appointed as a position of authority of a particular station, platoon, crew, district or line manager/function in accordance with the classification structure and staffing charts.

11.50. **Operations Officer** is a former CFA rank title and where this **Workplace Determination** refers to such title, it is to be substituted as reading Division 3 Commander, unless the context indicates otherwise.

The change in title from OO to Commander does not change the applicable wages and conditions except where specified elsewhere in this **Workplace Determination**. Other changes will be in accordance with clause 13.

11.51. **Professional/career Firefighter** means a Division 2 Firefighter or a Division 3 Firefighter.

11.52. **Seconded Position** means a position or role filled by an FRV employee providing operational and management support including administrative, training, community safety, fire safety support and other duties to third parties pursuant to an arrangement between FRV and:

11.52.1. the CFA under a secondment agreement; or

11.52.2. other Victorian Government agencies as implemented in accordance with Clause 18– Consultation or otherwise as provided by this **Workplace Determination**.

11.53. **Union** or **UFU** means the United Firefighters Union of Australia.

11.54. **Workplace Injury Rehabilitation and Compensation Act 2013** means the *Workplace Injury Rehabilitation and Compensation Act 2013* and Regulations as amended from time to time, or any successor to that Act.

12. ALIGNMENT

12.1. Operational Stream of Firefighting Alignment

12.1.1. An aligned classification structure exists for Division 2 Employees and Division 3 Employees with classifications of Recruit Firefighter to Assistant Chief Fire Officer. The parties have been unable to agree to the common training and competencies and position descriptions for these classifications during bargaining. Therefore, the parties **will** meet and negotiate the alignment of training and competencies and the position descriptions. Such meeting will occur no later than within 3 months of this **Workplace Determination** coming into operation.

12.1.1.1. If the parties are unable to reach agreement under clause 12.1.1, either party may refer this matter to the FWC for conciliation.

12.1.2. [Blank].

12.1.3. Any agreement reached under this clause must ensure there is no disadvantage or reduction to individual operational personnel, diminution or reduction to individual employee's remuneration, terms and conditions of employment, roles, position, classification descriptions or competencies, unless otherwise agreed by the parties.

12.1.4. In the event that an agreement is reached under clause 12.1.1 the terms of the agreement are matters pertaining to the employment relationship and the Parties intend that those terms may be enforced pursuant to clause 24 – Dispute Resolution.

12.2. Alignment of Terms and Conditions

12.2.1. The parties will meet and negotiate the alignment of terms and conditions for all professional / career firefighter classifications covered by this Workplace Determination. Such meeting will occur no later than within 3 months of this Workplace Determination coming into operation.

12.2.2. The purpose of this subclause is to facilitate the clear objective and agreement of the parties to harmonise and align all the terms and conditions of employment presently set out in Divisions 2 and 3 of the Workplace Determination, including Schedules, for each of the professional/career classifications, during the life of this Workplace Determination, and as soon as is practicable. Given the importance of the harmonisation process, in the event that the parties consider that this is not progressing in a timely manner, the parties agree to refer the matter to the Fair Work Commission for conciliation in accordance with his clause.

12.2.3. [Blank].

12.2.4. If the parties are unable to reach agreement under clause 12.2.1, either party may refer this matter to the FWC for conciliation.

12.2.5. [Blank]

12.2.6. Any agreement reached under this clause must ensure there is no disadvantage or reduction to individual operational personnel, diminution or reduction to individual employee's remuneration, terms and conditions of employment, roles, position, classification descriptions or competencies, unless otherwise agreed by the parties.

12.2.7. In the event that an agreement is reached under clause 12.2.1, the terms of the agreement are matters pertaining to the employment relationship and the Parties intend that those terms may be enforced pursuant to clause 24 – Dispute Resolution.

12.3. Harmonisation of other classifications

12.3.1. The parties acknowledge that Fire Rescue Victoria commenced on 1 July 2020 and that the establishment of FRV resulted in the following personnel transferring to FRV from:

12.3.1.1. the former CFA Communications Department (who are covered by this Workplace Determination) and the former MFB ICS Department (who are covered by the Fire Rescue Victoria (former MFB) Corporate & Technical Agreement Employees Agreement 2017); and

12.3.1.2. the former CFA Protective Equipment Department (who are covered by this Workplace Determination) and the former MFB Breathing Apparatus Department operational personnel (who are covered by this Workplace Determination).

12.3.2. It is the intention of the Parties that, during the life of this **Workplace Determination**, and in accordance with this subclause, harmonisation of the terms and conditions and work procedures as much as practicable will occur:

12.3.2.1. between the former CFA CTSO's and former MFB ICS personnel;
and

12.3.2.2. between the former CFA PE Technicians and former MFB BA Department operational personnel.

12.3.3. [Blank]

12.3.4. If the parties are unable to reach agreement under clause 12.3.2, either party may refer this matter to the FWC **for conciliation**.

12.3.5. [Blank]

12.3.6. Any agreement reached under this clause must ensure there is no disadvantage or reduction to individual personnel, diminution or reduction to individual employee's remuneration, terms and conditions of employment, roles, position, classification descriptions or competencies, unless otherwise agreed by the parties.

12.3.7. In the event that an agreement is reached under clause 12.3.2, the terms of the agreement are matters pertaining to the employment relationship and the Parties intend that those terms may be enforced pursuant to clause 24 – Dispute Resolution.

12.3.8. The Parties **will** explore other opportunities for harmonisation within Fire Rescue Victoria to facilitate enhanced service delivery to the Victorian community with the avoidance of duplication across FRV Departments.

13. SENIOR OPERATIONAL PERSONNEL RANK ALIGNMENT

13.1. The parties wish to create a common rank structure for Division 2 senior operational personnel (former MFB) and Division 3 senior operational personnel (former CFA). In accordance with the provisions of the FRV Operational Employees Interim Enterprise Agreement 2020, UFU/MFESB Operational Staff Agreement 2016 and Country Fire Authority/United Firefighters Union Operational Staff Agreement 2016, the parties previously met and negotiated on the aligned rank structures between the MFB and CFA (including, but not limited to a plan to manage the transition to any agreed new rank structure).

13.2. For the purposes of this clause, "senior operational personnel" refers to those employees with a rank above Senior Station Officer and below Deputy Chief Officer in the CFA and MFB (now referred to as Deputy Commissioner in the FRV).

13.3. The alignment of weekly wage rate is reflected within **SCHEDULE 8 - SENIOR OPERATIONAL PERSONNEL RANK ALIGNMENT**.

13.4. The parties **will** meet and negotiate on the matters required to finalise creation of a common classification structure and other outstanding rank alignment matters identified by the parties, including but not limited to Annual Leave and Position Descriptions, for Division 2 senior operational personnel (former MFB) and Division 3 senior operational personnel (former CFA). Such meeting will occur no later than within 3 months of this **Workplace Determination** coming into operation.

- 13.5. The following principles and factors should be considered throughout negotiations between the parties:
- a) The outcome should facilitate harmonisation, interoperability and parity between Divisions;
 - b) A minimum of two classifications between Senior Station Officer and Deputy Commissioner should be maintained in any new rank structure;
 - c) Each classification should be clearly defined in a common rank structure between the classifications set out in Division 2 (including the classifications of the former MFB) and set out in Division 3 (including the classifications of the former CFA) of this **Workplace Determination**, including common position descriptions for common classifications;
 - d) The workload of any position in the new rank structure should not be excessive for any employee;
 - e) Relativities should be considered across the spread of senior operational positions and other operational positions;
 - f) Objective criteria for determining the classification of a role in the new classification structure should be applied including, but not limited to:
 - i. the number of reporting functions, roles and people (be they career firefighters or volunteers);
 - ii. span of control;
 - iii. position descriptions; and
 - iv. workload including operational and administrative duties.
 - g) Promotional opportunities should be maintained or improved;
 - h) The role of the Operations Manager (Regional Commander) developed in response to the 2009 Victorian Bushfires Royal Commission should be taken into account;
 - i) The number and scale of progression points in any new classification relative to any previous classification should be maintained to the extent possible;
 - j) The importance of operational competencies to these operational roles should be emphasised;
 - k) Division 2 and Division 3 classifications should be aligned.

13.6. [Blank]

- 13.7. If the parties are unable to reach agreement under clause 13.1, either party may refer this matter to the FWC for **conciliation**.
- 13.8. The parties should take into account the principles outlined in clause 13.5 in making submissions to the FWC for the purposes of any conciliation.
- 13.9. The FWC should consider the principles set out in clause 13.5 in conducting any conciliation.

13.10. [Blank]

13.11. Any agreement reached under this clause must:

- a) only apply to senior operational personnel;
- b) ensure that the personnel and any new ranks will be covered by this **Workplace Determination**;
- c) ensure there is no disadvantage to individual senior operational personnel; diminution or reduction to individual employees' remuneration, terms and conditions of employment, roles, position or classification descriptions (of those employees covered by this **Workplace Determination**) in terms of remuneration and terms and conditions of employment unless otherwise agreed by the parties.

14. SECURITY AND SAFETY OF WORK AND CLASSIFICATIONS

14.1. Appointment of contractors

14.1.1. FRV shall only engage contractors and employees of contractors, to do work that would be covered by this **Workplace Determination** if it was performed by employees, if remuneration or wages (as the case may be) and terms and conditions for the performance of that work are applied that are no less favourable than those that are provided for in this **Workplace Determination** for employees performing that work.

14.1.2. Where FRV has made a decision to develop a proposal to engage contractors to perform work covered by this **Workplace Determination**, (which would ordinarily be undertaken by FRV's employees), FRV shall consult with the employees and their representatives, in accordance with this clause.

14.1.3. Consultation will occur as soon as reasonably practicable and in any case not less than 3 months before the contractor(s) are to commence work.

14.1.4. For the purpose of the consultation, FRV must inform the employees and their representatives of:

- a) the name of the proposed contractor(s);
- b) the type of work proposed to be given to the contractors(s);
- c) the number of persons and qualifications of the persons the proposed contractor(s) may engage to perform the work; and
- d) the likely duration of the engagement of the contractors(s).

14.1.5. FRV will consult with the employees and their representatives over the following issues:

- a) safety;
- b) training and competencies of employees of the contractor(s);
- c) safe integration of employees of the contractor(s) with employees of FRV in the performance of their work; and

d) inductions and facilities for employees of the contractor(s).

14.1.6. No employee shall be made redundant whilst contractors and/or employees of contractors, engaged by FRV, are performing work that is, that can be or has been performed by the Employees.

14.1.7. Any of FRV's employees may appoint the UFU or its officers as their representative for the purposes of this clause.

14.1.8. In any instance where the engagement of contractors occurs to undertake work covered by this Workplace Determination, such engagement may have an adverse impact on the health and safety of employees performing work covered by this Workplace Determination.

14.1.9. The parties shall ensure that the performance of any work by a contractor will not have any adverse impact on the health and safety of employees performing work, and in the event that any such adverse impact is identified, FRV shall immediately require the contractor to cease the performance of the work giving rise to that adverse impact.

14.1.10. The appropriate areas for the use of any contractors are:

a) catering;

b) cleaning up of staging areas; and

c) any other areas as agreed between FRV and the UFU.

14.1.11. FRV shall undertake consultation in accordance with Clause 18 – Consultation in respect of any proposal for:

- a) the introduction of new work functions, activities or processes that are within the scope of a Classification Description under this Workplace Determination; or
- b) the introduction of new work functions, activities or processes that are not within the scope of a Classification Description under this Workplace Determination;
- c) that are proposed to be performed by Employees to whom this Workplace Determination applies; or
- d) that are capable of performance by Employees to whom this Workplace Determination applies.

15. SUPPORT TO OTHER AGENCIES

15.1. Operational and management support to the CFA

15.1.1. The parties recognise and acknowledge that:

15.1.1.1. Pursuant to s 7(1)(bb) of the FRV Act, the functions of FRV include the provision of operational and management support to the CFA; and

15.1.1.2. Operational and management support includes administrative, training, community safety and fire safety support and other support.

15.1.1.3. [Blank]

15.1.1.4. [Blank]

15.1.2. FRV will only provide operational and management support of a kind referred to in clause 15.1.1 of this Workplace Determination to the CFA in a manner that is consistent with this Workplace Determination.

15.1.3. [Blank]

15.1.4. [Blank]

15.2. [Blank]

15.3. [Blank]

15.4. Selection of Employees to be seconded to the CFA

15.4.1. Where, after the commencement of this Workplace Determination, FRV propose appointing an Employee to fill a position or role within the CFA providing operational or management support to CFA under a secondment agreement (Secondment Position), the following process shall apply:

- a) FRV shall advertise for an application or Expression of Interest, which will include the relevant details of the Secondment Position, including the key appointment criteria, in the same manner that a position within FRV is advertised or posted for Expression of Interest;
- b) FRV shall conduct a selection process to select a suitable candidate for the Secondment Position who:
 - i. holds the same or equivalent classification as that of the Secondment Position; and
 1. for Division 2 Employees, have completed the minimum periods of service and have all qualifications and competencies for their substantive classification as are referred to in clause 156.3; or
 2. for Division 3 Employees, have completed the minimum periods of service and have all qualifications and competencies for their substantive classification as are referred to in clause 191.3.
- c) FRV will provide notice of the selected candidate for appointment to the Secondment Position to Chief Officer of the CFA.
- d) In the event of a request by the Chief Officer of the CFA for a review of any FRV proposed appointment, FRV will undertake a review and, in the event it is established that the key appointment

criteria is not met, FRV shall repeat the process in sub-clauses 15.4.1(a) and 15.4.1(b). FRV will, in undertaking such review, apply the principles for selection for appointment and in accordance with this **Workplace Determination**.

- e) In the event that the Chief Officer of the CFA requests that FRV to conduct a further external selection process, FRV will advertise that role to Employees three times. If there are no applicants, FRV will then bring this matter **for consultation** under clause 18 - Consultation to discuss options for filling the position.
- f) FRV shall not conduct any external selection process prior to the finalisation of the process described above in sub-clause (e).

g) **[Blank]**

15.5. **Terms and conditions of employment for Secondees**

- 15.5.1. Any Secondee shall remain employed solely by FRV at all times.
- 15.5.2. During the period of the appointment to a Secondment Position the Employee will receive all applicable terms and conditions as provided for by this **Workplace Determination**.
- 15.5.3. Where an Employee is appointed to a Secondment Position, FRV will issue the Employee with a letter of appointment confirming the position title, classification, date of commencement, term and appointed work location.
- 15.5.4. An appointment to a Secondment Position in the CFA which is at the classification of Commander or ACFO, shall be:
 - 15.5.4.1. for a maximum period of 3 years, which can be extended by agreement with the Employee, or
 - 15.5.4.2. for a shorter period for specific project work or relief work.
- 15.5.5. **Some locations/positions may require Employees to be seconded for a longer period than referred to in clause 15.5.4, to avoid unreasonable disruption to the Employee and their family. Any such location/position will be implemented on a case by case basis through consultation under clause 18 - Consultation.**
- 15.5.6. **In the event the personal circumstances of the Employee are such that it is fair and reasonable for the Employee to request to be returned to FRV from a Secondment Position, the Employee will be required to make this request in writing and the request will be considered in accordance with clause 18 - Consultation. The Employee will be required to demonstrate the reasons for such request. Where the request has been approved by FRV following consultation through clause 18 - Consultation, FRV will make arrangements for this to occur within 4 weeks of such request being made.**
- 15.5.7. FRV shall not disadvantage any Secondee in their terms and conditions of employment by reason of their Secondment to the CFA.
- 15.5.8. An Employee, during the period of appointment to a Secondment Position, can apply for any of the following:

- 15.5.8.1. appointment to other positions advertised;
- 15.5.8.2. higher duties opportunities, or
- 15.5.8.3. positions posted for expression of interest by FRV on the same terms as any other Employee.
- 15.5.9. The wages and other costs associated with the employment or engagement of Seconddees, shall be borne by FRV.
- 15.5.10. Seconddees shall wear an FRV uniform while performing their duties in a Secondment Position.
- 15.5.11. Seconddees shall have an appointed work location for the duration of their Secondment.
- 15.5.12. FRV shall ensure that the CFA provides Seconddees with security clearance for, and full use of CFA infrastructure, equipment and resources as is required to perform their Secondment Position, including but not limited to:
 - a) Training grounds and other facilities at which training is provided;
 - b) District Headquarters;
 - c) District and Regional Offices;
 - d) Control Centres, including ICCs DCCs and other emergency centres not necessarily managed by CFA but utilised by CFA;
 - e) Other CFA premises;
 - f) All necessary security equipment and clearance to facilities at which they may attend in the course of their duty;
 - g) All electronic and other equipment and technical systems authorisation to enable physical entry to relevant facilities at which they must attend in the course of their duty;
 - h) Soft resources and building facilities including desks/furniture, stationary, access to printers/photocopiers;
 - i) Information technology systems, networks and hardware; and
 - j) Communication equipment including telephones, teleconference and video conferencing equipment and radio infrastructure
- 15.5.13. FRV shall ensure that the CFA provides infrastructure at work locations at which Seconddees are based that meets the agreed requirements contained in the Infrastructure Design Agreements.
- 15.5.14. Seconddees have the right to be released from duty for the purpose of attending promotional programs, conferences or training provided by FRV subject to four (4) weeks' notice, or as otherwise agreed.
- 15.5.15. Any Seconddee who has representative duties shall have their rights under this **Workplace Determination** recognised, including by being released from duty from their Secondment Position to enable them to attend at Con Consult

and agree (no reference to cl 18 consultation, other union meetings, conferences or training, consistent with custom and practice.

15.6. Command and control arrangements for Secondees

15.6.1. Secondees, during the period of secondment:

15.6.1.1. Will implement command and control arrangements at the direction of the CFA Chief Officer and will be managed in accordance with CFA Chief Officer's Standing Orders and Operational Procedures;

15.6.1.2. Will have an operational reporting line within the CFA; and

15.6.1.3. Remain subject to State Control Arrangements.

15.6.2. Ending or suspending the secondment of a Secondee

15.6.2.1. Where the CFA suspends the secondment of any FRV Employee, that Employee shall be placed in another FRV position as agreed between the Employee and the parties to this **Workplace Determination**. The Employee will not be stood down for the duration of the suspension unless otherwise agreed as between the parties to this **Workplace Determination**.

15.6.2.2. Where the CFA requests the termination of the secondment of any Employee, that Employee shall return to a role with FRV as agreed between the Employee and the parties to this agreement.

15.6.2.3. Any suspension or termination of a secondment by CFA shall not affect an Employee's employment status with FRV.

15.7. Arrangements for Employees seconded to CFA

15.7.1. FRV Employees who are Commanders (or an equivalent classification) that have been seconded to the CFA at a role of Commander (or an equivalent classification), may, at the discretion of the Fire Rescue Commissioner in consultation with the Chief Officer of the CFA, act into a higher or more senior role where such a role becomes vacant and is unable to be filled by an officer or Employee of that substantive classification.

15.7.2. FRV Employees who are ACFOs (or an equivalent classification) that have been seconded to the CFA at a role of ACFO (or an equivalent classification), may, at the discretion of the Fire Rescue Commissioner in consultation with the Chief Officer of the CFA, act into a higher or more senior role where such a role becomes vacant and is unable to be filled by an officer or Employee of that substantive classification.

15.8. Employees providing services to CFA

15.8.1. Employees who provide services to the CFA in accordance with a Service Level Deed, whilst performing services for the benefit of the CFA:

a) shall remain employed solely by FRV at all times;

b) will work in accordance with their terms and conditions of employment; and

- c) may be required by FRV to cease providing services to the CFA at any time; and
- d) remain subject to State Control Arrangements; and
- e) will implement command and control arrangements at the direction of the Fire Rescue Commissioner, save and except for the circumstances set out in 15.8.2 below.

15.8.2. Where an FRV Employee who is a Commander Reliever provides Services to the CFA by relieving Commanders who have been made available to the CFA, such an Employee shall implement command and control arrangements at the direction of the CFA Chief Officer.

15.9. [Blank]

15.9.1. [Blank]

15.9.2. [Blank]

15.9.3. [Blank]

16. MEMORANDUMS OF UNDERSTANDING

Any existing agreement, memorandum of understanding or like arrangement between FRV and another fire service or another entity that affects FRV and the response requirements of one or more employees covered by this Agreement is to be submitted to and reviewed by FRV/UFU Consultative Committee within two months of the date of this Agreement. FRV also agrees to consult and reach agreement on any proposed new memorandums of understanding with FRV/UFU Consultative Committee.

17. FLEXIBILITY CLAUSE

17.1. An employer and employee covered by this Workplace Determination may agree to make an individual flexibility arrangement to vary the effect of terms of the Workplace Determination if:

17.1.1. the Workplace Determination deals with 1 or more of the following matters:

- a) arrangements about when work is performed;
- b) overtime rates;
- c) penalty rates;
- d) allowances;
- e) leave loading; and

17.1.2. the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph 17.1.1; and

17.1.3. the arrangement is genuinely agreed to by the employer and employee.

17.2. The employer must ensure that the terms of the individual flexibility arrangement:

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

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

17.2.3. result in the employee being better off overall than the employee would be if no arrangement was made.

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

17.3.1. is in writing; and

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

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

17.3.4. includes details of:

a) the terms of the Workplace Determination that will be varied by the arrangement; and

b) how the arrangement will vary the effect of the terms; and

c) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

17.3.5. states the day on which the arrangement commences.

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

17.5. The employer or employee may terminate the individual flexibility arrangement:

17.5.1. by giving no more than 28 days written notice to the other party to the arrangement; or

17.5.2. if the employer and employee agree in writing — at any time.

17.6. [Blank]

A2 - CONSULTATION, CHANGE AND EXTRA CLAIMS

18. CONSULTATION

18.1. This term applies if the employer:

18.1.1. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

18.1.2. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- 18.2. For a major change referred to in clause 18.1.1:
- 18.2.1. the employer must notify the relevant employees of the decision to introduce the major change; and
 - 18.2.2. subclauses 18.3 to 18.9 apply.
- 18.3. The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 18.4. If:
- 18.4.1. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 18.4.2. the employee or employees advise the employer of the identity of the representative,
- the employer must recognise the representative.
- 18.5. As soon as practicable after making its decision, the employer must:
- 18.5.1. discuss with the relevant employees:
 - 18.5.1.1. the introduction of the change; and
 - 18.5.1.2. the effect the change is likely to have on the employees; and
 - 18.5.1.3. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - 18.5.2. for the purposes of the discussion--provide, in writing, to the relevant employees:
 - 18.5.2.1. all relevant information about the change including the nature of the change proposed; and
 - 18.5.2.2. information about the expected effects of the change on the employees; and
 - 18.5.2.3. any other matters likely to affect the employees.
- 18.6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 18.7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 18.8. If a term in this Workplace Determination provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclause 18.2.1 and subclauses 18.3 and 18.5 are taken not to apply.
- 18.9. In this term, a major change is likely to have a significant effect on employees if it results in:
- 18.9.1. the termination of the employment of employees; or

18.9.2. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

18.9.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

18.9.4. the alteration of hours of work; or

18.9.5. the need to retrain employees; or

18.9.6. the need to relocate employees to another workplace; or

18.9.7. the restructuring of jobs.

Change to regular roster or ordinary hours of work

18.10. For a change referred to in paragraph 18.1.2:

18.10.1. the employer must notify the relevant employees of the proposed change; and

18.10.2. subclauses 18.11 to 18.15 apply.

18.11. The relevant employees may appoint a representative for the purposes of the procedures in this term.

18.12. If:

18.12.1. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

18.12.2. the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

18.13. As soon as practicable after proposing to introduce the change, the employer must:

18.13.1. discuss with the relevant employees the introduction of the change; and

18.13.2. for the purposes of the discussion--provide to the relevant employees:

18.13.2.1. all relevant information about the change, including the nature of the change; and

18.13.2.2. information about what the employer reasonably believes will be the effects of the change on the employees; and

18.13.2.3. information about any other matters that the employer reasonably believes are likely to affect the employees; and

18.13.3. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

18.14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

18.15. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

18.16. In this clause "relevant employees" means the employees who may be affected by a change referred to in subclause 18.1.

18A. [Blank]

18A.1 [Blank]

18A.2 [Blank]

18A.3 [Blank]

19. INTRODUCTION OF CHANGE

Where FRV wishes to implement change in matters affecting the application or operation of the Workplace Determination or pertaining to employment relationship in any of the workplaces covered by this Workplace Determination, the provisions of clause 18 - Consultation will apply.

To avoid doubt, such matters include but are not limited to the matters described in sections 205(1)(a)(i) and 205(1)(a)(ii) of the Fair Work Act.

20. LEGISLATION AND REFORM

Any proposed change arising from proposed legislative or regulatory or statutory rule changes or reform likely to constitute a major change or significant effect on employees, including public sector reform, are included in matters pertaining to the employment relationship and therefore are subject to the consultation requirements in this Workplace Determination. FRV must consult via clause 18 in relation to any proposed position likely to constitute major change or significant effect on employees to be put to government in relation to such change. Any position likely to constitute a major change or significant effect on employees which FRV may put to government in relation to such change must be consistent with the outcomes of consultation.

21. FIRE OPS 101

- 21.1. Internationally it has been demonstrated that there are significant benefits in providing decision makers and stakeholders (locally, Nationally and Internationally) in the firefighting industry with an opportunity to directly experience the challenges of firefighting.
- 21.2. In recognition of these benefits and the value to the community in having informed decision makers, FRV will conduct "Fire Ops 101" sessions for decision makers, stakeholders, fire industry personnel and other identified members of the community.
- 21.3. Fire Ops 101 shall be modelled on international experience and shall consist of at least the following:
 - a) correct procedures for donning and doffing of Personal Protective Clothing ("PPC") and Personal Protective Equipment ("PPE");
 - b) basic Breathing Apparatus ("BA") training;
 - c) Compartment Fire Behaviour Training ("CFBT") experience;

- d) witnessing flashover;
- e) various gas fire scenarios;
- f) decontamination procedures; and
- g) any live fire or other simulations (including but not limited to EMR and road accident rescue) that would enable those participating in the session to experience the various aspects of firefighting and to understand the complexities and danger of the role.

21.4. Fire Ops 101 will be held at the Craigieburn training facility, Victorian Emergency Management Training College (VEMTC) and FRV **will** make the facility available.

21.5. The timing and scheduling of Fire Ops 101 programs will be processed through the consultation processes of this Workplace Determination.

21.6. There is a joint obligation on both FRV and the UFU to promote this course to all relevant peoples and organisations.

22. PRODUCTIVITY

22.1. Subject to this Workplace Determination, the parties **will** continue to work towards making agreed improvements in efficiency and productivity providing safe, satisfying and rewarding employment for employees covered by this Workplace Determination. Such improvement will be implemented via consultation as per clause 18 and not be at the expense of maintaining a safe working environment or reducing public safety in any way.

22.2. Any continuous improvement proposed in accordance with this clause is an efficiency.

22.3. To realise Fire Services Reform and the successful implementation of Fire Rescue Victoria, the parties will continue to work towards harmonisation of processes, etc. for employees covered by this Workplace Determination. Such harmonisation will be implemented via Clause 12 – Alignment and Clause 18 - Consultation. Any such agreed harmonisation will be recognised as an efficiency. The UFU may seek assistance from the Fair Work Commission to conciliate the realisation of such efficiencies in accordance with clause 104.3.

23. TECHNOLOGICAL CHANGE

23.1. The parties recognise the speed and diversity of changes to technology and that the best results for FRV and its employees are achieved when technological change occurs through a co-operative and consultative process subject to this Workplace Determination. Any technological change affecting the application or operation of this Workplace Determination and/or employees will be implemented subject to consultation as per clause 18.

23.2. Any technological change proposed in accordance with this clause is an efficiency.

24. DISPUTE RESOLUTION

24.1. This dispute resolution process applies to:

24.1.1. all matters arising under this Workplace Determination; and

24.1.2. [Blank]

24.1.3. [Blank]

24.1.4. [Blank]

24.1.5. all matters arising under the National Employment Standards.

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

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

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

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

24.2.3. Step 3 If not settled at Step 2, the matter shall be recorded. The matter shall be submitted to the appropriate delegated Industrial Representative of FRV for consultation.

24.2.4. Steps 1 – 3 Must be concluded within a period of ten (10) consecutive days. Disputes are to be resolved at a local level wherever possible. Where in the circumstances, it is not practical for the dispute to be submitted to a position named within these steps, then the dispute will be submitted to an employer representative at the same level.

24.2.5. Step 4 If the matter is not settled at Step 3, the dispute shall be formally submitted in writing to the Manager Employee Relations, setting out details of the dispute and, where appropriate, with supporting documentation. The Manager Employee Relations shall convene a meeting of FRV, employee(s) and the union within a period of one week (7 days) of receipt of such submissions and endeavour to reach a satisfactory settlement.

24.2.6. Step 5 If the matter is not settled following progression through the disputes procedure it may be referred by the union or FRV to FWC for:

24.2.6.1. conciliation; or

24.2.6.2. arbitration, by agreement between the parties to the dispute.

24.2.7. FWC may utilise all its powers in conciliation and arbitration to settle the dispute.

24.3. Notwithstanding the words contained in the above sub-clause, the steps of the procedure apply equally to a dispute raised by an employee, the union, an Officer in Charge or FRV.

24.4. While the procedures and steps under this clause, and any appeal, are being followed or pursued, work must continue and the status quo must apply in accordance with the existing situation or practice that existed immediately prior to the subject matter of the grievance or dispute occurring. This requirement to

maintain the status quo applies only until the end of the FWC process. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause. For the purposes of this clause, 'the end of the FWC process' means the earlier of:

24.4.1. the conclusion of the arbitration processes under clause 24.2.6.2; or

24.4.2. if the parties do not agree to the dispute being referred for arbitration under clause 24.2.6.2, the conclusion of the conciliation process under clause 24.2.6.1.

24.5. A dispute may be submitted, notified or referred under this clause by the UFU, an employee or FRV.

24.6. This dispute resolution process may be applied to disputes regarding matters of a health and safety nature, provided that a dispute may not be submitted by a party under this clause if that party already required a WorkSafe Victoria Inspector to attend the workplace arising from the issue resolution procedure from Clause 3 of SCHEDULE 7 - FRV/UFU Occupational Health & Safety Agreement.

24.7. A decision of FWC under this clause may be appealed as of right to a Full Bench. Any decision of the FWC may be appealed. A dispute is not resolved until any such appeal is determined.

24.8. Employees may choose to be represented under this clause.

24.9. Despite the language in clause 24.1, the FWC or other person must not settle a dispute relating to requests or refusals for flexible work arrangements made under section 65 of the Act.

25. DISPUTES PANEL

25.1. A Dispute Panel will be established for the purpose of resolving disputes in respect of the matters of future staffing levels and future fire station staffing requirements.

25.2. Where agreed between the UFU and FRV, the Dispute Panel may consider and determine any other dispute in respect of a matter pertaining to the employment relationship or any other matter agreed by the parties.

25.3. The Dispute Panel will be constituted by:

25.3.1. a chairperson; and

25.3.2. two other members, one nominated by the UFU and one nominated by FRV.

25.4. The parties will agree on a chairperson within 3 months of commencement of this Workplace Determination. If the parties are unable to agree on a chairperson, they shall approach the President of the Fair Work Commission and request the President to provide a recommendation. The parties will accept this recommendation and nominate the nominee who shall become the chairperson of the Dispute Panel under this clause.

25.5. Should the chairperson referred to in sub-clause 25.4 of this Workplace Determination vacate the position of chairperson, the parties shall endeavour to reach agreement on a replacement chairperson.

- 25.6. If the parties reach agreement under sub-clause 25.4 above, the parties' nominee shall become the chairperson of the Dispute Panel under this clause.
- 25.7. If the parties are unable to agree on a replacement chairperson under sub-clause 25.5 above within 45 days of the chairperson vacating the position of chairperson, they shall approach the President of the Fair Work Commission and request the President to provide a recommendation. The parties will accept this recommendation and nominate a nominee who shall become the chairperson of the Dispute Panel under this clause.
- 25.8. The Dispute Panel will meet within 7 days of either party referring a dispute to it, unless otherwise agreed and will deal with the dispute quickly.
- 25.9. While the Dispute Panel is dealing with a dispute the status quo which existed prior to FRV advising the UFU of the action they intend to take will apply. Neither party will take any action to implement their position on the matter in dispute. This provision is not intended to affect the rights of either party may have under the *Occupational Health and Safety Act 2004* (Vic) or the *Fair Work Act 2009* (Cth).
- 25.10. In determining any dispute referred to it the Dispute Panel will have regard to all of the circumstances and in particular:
- 25.10.1. FRV's statutory obligations under the *Firefighters' Presumptive Rights Compensation and Fire Services Legislation Amendment (Reform) Act 2019* (Vic);
 - 25.10.2. FRV's statutory obligations under the *Fire Rescue Victoria Act 1958* (Vic);
 - 25.10.3. FRV's obligations under the *Occupational Health and Safety Act 2004* (Vic);
 - 25.10.4. the efficient allocation of resources having regard to employee needs;
 - 25.10.5. community safety; and
 - 25.10.6. the terms of this clause
- 25.11. In determining any dispute in respect of staffing levels referred to it the Dispute Panel will also have regard to:
- 25.11.1. Risk Environment;
 - 25.11.2. Workload, performance and viability of brigades;
 - 25.11.3. State, National and International information, standards and practices;
 - 25.11.4. The capacity of FRV to assist depending on whether the matter relates to FRV's staffing;
 - 25.11.5. Firefighter safety;
 - 25.11.6. the Emergency Management Manual Victoria, Part 7, Emergency Management Agency Roles; and
 - 25.11.7. [Blank]

25.12. Where the Chairperson considers that a matter before the Disputes Panel has broader implications beyond FRV, or that it involves resourcing issues beyond FRV's current allocation, then the Chairperson may invite the Emergency Management Commissioner (or delegate) to attend to provide relevant information or documentation as determined relevant by the Chairperson.

25.13. Both parties agree to abide by the Dispute Panel's determinations.

25.14. For the purposes of enabling both parties to submit relevant material to the Disputes Panel, FRV shall provide the UFU with complete access to FRV documents and data required for analysis of FRV response activities.

25.15. FRV will not withhold information that could influence a decision or recommendation and where FRV becomes aware of issues that affect the performance of brigades or FRV, then FRV will notify the UFU for further discussion.

26. CHANGES TO THE FIRE RESCUE VICTORIA FIRE DISTRICT

26.1. In the event that the Fire Rescue Victoria fire district is changed to include any additional land, river or waterway, the parties will consult in accordance with Clause 18 – Consultation with respect to associated increases in:

26.1.1. Resources;

26.1.2. Staffing;

26.1.3. Equipment; and/or

26.1.4. Infrastructure.

26.1.5. [Blank]

26.2. [Blank]

27. NATURAL JUSTICE AND PROCEDURAL FAIRNESS AND GOOD FAITH

27.1. FRV acknowledges the importance of maintaining trust and good faith with its workforce, accordingly FRV will comply with the principles of natural justice and/or procedural fairness in all of the terms in this **Workplace Determination**.

27.2. Further, FRV will act in such a manner so as employees can maintain trust and confidence in FRV.

28. CONDITIONS FOR EMPLOYEES PARTICIPATING IN CONSULTATION ETC

28.1. This clause applies to employees participating at any level of consultation referred to in this **Workplace Determination** or participating in any meeting or forum (including but not limited to bargaining, dispute meetings, conduct resolution processes, conciliation or hearings) pertaining to the employment relationship, to the relationship between the parties or arising under this **Workplace Determination**.

28.2. Employees will be paid for all such time spent participating as if they were performing work during that time, or at the employee's election taken as accrued leave. To avoid doubt, employee will be paid in accordance with the recall provisions of this **Workplace Determination** including but not limited to meal allowances, four hours minimum overtime and travel entitlements.

- 28.3. Where the representatives are serving FRV employees the following will apply:
- 28.3.1. When the employee is on duty arrangements will be made to facilitate his or her attendance at meetings without loss of pay.
 - 28.3.2. When a meeting occurs while the employee is off duty, the employee will be paid for the time involved at double time rates, or at the employee's election taken as accrued leave.
- 28.4. When a representative who is a FRV employee travels to a meeting on days when the person is not on duty or as otherwise provided for in sub-clause 28.4.6 the following shall occur;
- 28.4.1. Without inconvenience to the employee, the person shall be provided with a vehicle to enable him / her to travel to the meeting. This shall be by way of FRV car or hire car to travel to and from the meeting. Alternatively, the person may elect to use his / her own vehicle and receive the appropriate vehicle allowance as prescribed in the **Workplace Determination** for each kilometre travelled.
 - 28.4.2. In the case of a person who requires air travel he / she shall be provided with air travel from his / her location to Melbourne and return. Such transport shall be arranged and paid for by FRV. Travel to and from the airport to the meeting venue shall be provided by way of car hire or taxi as appropriate.
 - 28.4.3. Payment for travel time shall be provided for in accordance with the agreed schedule of distances based on the distance between the persons work location or place of residence (wherever they are leaving from/returning to) and the location at which the meeting is being held.
 - 28.4.4. Payment for the time spent flying to and from the person's location to Melbourne Airport will be paid for at single time rates. In addition, the agreed schedule of distances allowance is to be paid for travel from Melbourne Airport to the meeting and return as determined by the allowances clause of this **Workplace Determination**.
 - 28.4.5. Employees travelling to and from the same work location are to travel in the same vehicle wherever possible.
 - 28.4.6. The above matters in sub-clause 28.4 with the exception of payment of airfares and transport for employees requiring air travel and vehicle allowance for the use of private vehicles, are to apply when FRV employees who are employee representatives attend meetings on days when they are not on duty.
- 28.5. If an employee is required to travel more than 100 kilometres or for more than two hours to get to a meeting, the meeting shall not start earlier than 10 a.m.
- 28.6. Where travel occurs under this clause from or to a location which is not included in the agreed schedule of distances, a location of equivalent distance to the meeting location shall be used as the basis for payment for travel time.

29. COMMUNITY SUPPORT FACILITATORS

- 29.1. CSFs and the CSF classification was abolished by the CFA, the former employer of Division 3 employees covered by this **Workplace Determination**, and will not be

replaced by CSFs or person(s) engaged in any similar classification or position howsoever named.

29.2. The work of CSF's corresponded to the operational stream of firefighting.

29.3. FRV shall not pursue any claims in relation to CSF's or any alternative classification performing similar duties not provided for in this **Workplace Determination**.

30. BRIGADE ADMINISTRATIVE SUPORT PROGRAMS/OFFICERS

30.1. The UFU and FRV acknowledge the historical impact of Brigade Administrative Support Programs/Officers on professional career firefighters and operational personnel covered by this **Workplace Determination**. Given the agreed impact of such programs and roles on persons covered by this Workplace Determination, FRV will consult under clause 18 and reach agreement with the UFU in the event that FRV proposes any Brigade Administrative Support Programs or similar programs impacting on employees and/or any proposed role or position description of Brigade Administrative Support Officers/Coordinators (or person(s) engaged in any similar classification or position howsoever named) impacting on employees, prior to any such decision or implementation.

31. [Blank]

31.1. [Blank]

31.2. [Blank]

31.3. [Blank]

31.4. [Blank]

32. ENHANCEMENT OF BRIGADE SUPPORT

In the event that FRV propose BASO and VSO positions and/or roles (or similar positions or roles howsoever named), it will be the subject of consultation during the life of the **Workplace Determination**.

33. COMMUNITY EDUCATION

33.1. **A** fundamental role of modern Firefighters and Station Officers is to provide community education on fire prevention and awareness.

33.2. **Therefore** Division 2 and Division 3 Firefighters/Station Officers will be the deliverers of community education on fire prevention and awareness.

33.3. The delivery of special community information campaigns that do not have an educational (i.e training) component will not be affected by the operation of this clause. The parties **will** discuss the requirements to ensure the surge capabilities at peak fire season periods continues.

33.4. An Award stream entitled "Community Education Firefighter/Fire Officer" was developed by the UFU and the former employer of Division 3 employees who transferred to FRV on 1 July 2020, to cover appropriately qualified employees who were CSFs referred to above who deliver community education programs. Employees who deliver such educational training programs must have an appropriate Division 2 or Division 3 Firefighting or Division 2 or Division 3 Station

Officer rank that is in accordance with this **Workplace Determination** and as agreed by the parties.

- 33.5. FRV will not employ any other person to and no other person will hold a classification of "Community Education Firefighter/Fire Officer".
- 33.6. The duties of the Community Education Firefighter/Fire Officer are duplicated with the same duties contained in the Division 2 and Division 3 firefighting stream. Therefore to rationalise the classifications, once the last person currently employed as a "Community Education Firefighter/Fire Officer" ceases to be a "Community Education Firefighter/Fire Officer", the "Community Education Firefighter/Fire Officer" classification will be abolished.

34. INDUSTRY BRIGADES

- 34.1. In determining the appropriate number and location of Division 2 and Division 3 Employees and the work those employees are to perform, FRV will not rely on the existence or alleged capacity of any industry brigades, emergency brigades or other private emergency teams. In particular, FRV will not rely on the existence of any such other brigades or teams to reduce or replace the need for using or determining career staff in fire response, prevention and suppression functions.
- 34.2. FRV shall provide a copy of any Memorandum of Understanding having any impact on the work of Division 2 and Division 3 Employees, between FRV and any third party regarding industry brigades, emergency brigades or other private emergency teams to the UFU within 7 days of it being entered into. **Copies of all such memoranda that are in existence at the time of the approval of this Workplace Determination shall be provided within 7 days of the approval of this Workplace Determination.**

35. EMERGENCY MANAGEMENT CHANGES

- 35.1. The parties recognise the Victorian and National footprints of recent history including significant fire, flood and other events across Australia.
- 35.2. **The parties recognise that at times FRV may propose changes to align itself to emergency management arrangements. The current status of some such proposed change includes but is not limited to the document widely known as the 'Victorian Emergency Management Reform White Paper' and also the principle of an 'all hazards' approach to emergency management. FRV will not unilaterally introduce any proposed changes that will impact on employees or any of the terms and conditions of employees and will consult on all such proposed changes through the consultation (and transmission of business) clauses of this Workplace Determination and will not implement any change without the agreement of the UFU. FRV undertakes that such proposals will not adversely affect any of the terms and conditions that are applicable to employees that are covered by this Workplace Determination.**
- 35.3. **A**ny emergency management change proposed in accordance with this clause is an efficiency.

36. BUSHFIRES ROYAL COMMISSION REPORT

- 36.1. FRV and UFU recognise the importance of the 2009 Victorian Bushfires Royal Commission report to the future of Victoria's fire service and emergency management arrangements and are committed to reviewing the outstanding recommendations in a timely manner.

- 36.2. FRV and UFU **will** bargain collectively and reach agreement in relation to any matter that arises out of the Royal Commission's report which seeks to change:
- 36.2.1. The entitlements and way work is carried out by employees covered by this **Workplace Determination**; or
 - 36.2.2. The employment relationship of employees covered by this **Workplace Determination**; or
 - 36.2.3. The relationship between FRV and UFU regarding agreements and entitlements covering the relationship between FRV and UFU pertaining to representation of the employees covered by this **Workplace Determination**.
- 36.3. **Any** change arising from the Bushfire Royal Commission proposed in accordance with this clause is an efficiency.

37. CLIMATE

- 37.1. In accordance with the objectives of this **Workplace Determination**, FRV will consult in relation to any researching, considering, planning and preparing for changes in Emergency Management impacting on the work of or conditions under which work is performed by, employees as a result of changes to climate. Response to changes to climate shall be **the subject of consultation under clause 18**.

38. MULTI AGENCY DRILLS

- 38.1. In accordance with the parties' recognition of the importance on improving interoperability, FRV will consult with the UFU **in accordance with clause 18 regarding multi agency drills or training involving employees**.

39. SAVINGS

The terms of this **Workplace Determination** shall not operate to cause an employee to suffer a reduction in ordinary hours of work, classification level, paid leave, long service leave or sick leave or other entitlements, or a disadvantage as a result of translation of training qualifications.

All accrued entitlements at the date of commencement of this **Workplace Determination** relating to matters such as sick leave, annual leave, long service leave, etc will not be affected by the making of this **Workplace Determination**.

An existing employee who at the time of approval of this **Workplace Determination**, is participating in a selection process for promotion or who has previously been appointed to a classification, shall not through the introduction of the definitions in this **Workplace Determination**, suffer detriment, as a result of the commencement of this **Workplace Determination**.

40. NO EXTRA CLAIMS

- 40.1. There shall be no extra claims by any party.

A3 - EMPLOYMENT RELATIONSHIP

41. WORK ORGANISATION

- 41.1. Subject to the other terms of this **Workplace Determination**, FRV may direct an employee to carry out duties and use tools and equipment that are within the limits of the employee's skill, competence and training provided that such duties do not promote de-skilling.
- 41.2. The following duties are not part of the classifications of employees under this **Workplace Determination** and no employee under the **Workplace Determination** shall be required to undertake such duties:
 - 41.2.1. greasing the chassis of any vehicle or carry out any tests or servicing normally done by any tradesperson except where agreed between the UFU and FRV. In the absence of agreement, no order shall occur and employees shall not carry out such work and the FWC cannot determine that any employee should or will carry out such work.
 - 41.2.2. Changing a wheel to keep a vehicle in commission except whilst proceeding on turn out to a fire call and no other means is readily available.
 - 41.2.3. Inflating any tyre of any firefighting vehicle by hand, except in an emergency.
- 41.3. No employee shall, nor shall be required to, act in or carry out the duties of a position of a lower classification or rank (acting down), unless an express conduct resolution provision within this **Workplace Determination** provides for demotion and such demotion is enacted in accordance with this **Workplace Determination** or unless otherwise agreed between the UFU and FRV. FRV will not make acting down or the possibility of acting down a requirement in any position under this **Workplace Determination**.
- 41.4. The parties recognise that:
 - 41.4.1. The Australasian Inter-Service Incident Management System (AIIMS) is the nationally recognised system of incident management; and
 - 41.4.2. The fundamentals of command, control and safe systems of work are essential to the management of an incident.

41.5. [Blank]

42. CONDUCT RESOLUTION

- 42.1. This **Workplace Determination** applies to matters relating to the conduct resolution of employees, whether or not any other instrument (including State legislation) that may be sought to be used by FRV purporting to apply to any form of conduct resolution (including counselling, discipline or termination).
- 42.2. The agreed Code of Conduct and the Conduct Resolution Process is attached in Clause 3 of SCHEDULE 5 - Conduct Resolution.
- 42.3. Any resolution of the conduct of an employee shall be dealt with in accordance with the Conduct Resolution Process. No conduct resolution outcome for an employee, including an adverse report, may occur until the Conduct Resolution Process has

been followed and complied with. Any outcome that does not follow this process is not legitimate and cannot be enforced.

- 42.4. To avoid doubt nothing in this clause, in the Code of Conduct or in the Conduct Resolution Process shall have the effect of altering the minimum employment period for access to unfair dismissal protection or reduce in any way the rights of an employee to unfair dismissal protection contrary to Section 194(c) and (d) of the Fair Work Act 2009.
- 42.5. Where suspension or stand down occurs, the employee must be paid their full wage and be provided all other terms and conditions of employment under this **Workplace Determination**, during such period.

43. ADVERSE REPORTS

- 43.1. No adverse report about an employee shall be placed amongst the records (including electronic records) or papers relating to an employee nor shall be noted thereupon unless the employee concerned has been shown the report, which shall be evidenced by his/her signature thereupon. If he / she refuses to sign the report the UFU shall be notified by FRV in writing within seven days of such refusal, and shall be given the opportunity of replying to the report unless the employee directs otherwise. If the employee so desires, his / her reply shall be in writing which, together with the adverse report, shall be placed amongst the records or papers relating to the employee thereon. An adverse report will contain a date, no longer than 12 months, after which the adverse report will cease to be relevant. At that time, the report and all copies will be returned to the employee and no other copy shall be kept by FRV.
- 43.2. An adverse report means a report in writing which is placed in an employee's records, file or papers and which has been sent to the appropriate Officer alleging serious misconduct or a serious breach of discipline or a series of less serious acts of misconduct or breaches of discipline and which are likely to detrimentally affect an employee in his/her career in the service.
- 43.3. It may also include a report in writing alleging inefficiency in the service or a lack of diligence to discharge the responsibilities of the office held by an employee but shall not include:
 - 43.3.1. Examination and marks given by a person appointed to conduct and or mark such examination for FRV.
 - 43.3.2. Failure in writing to recommend an employee for promotion by a person whose duty it is to make a general recommendation or otherwise for a determination on promotion.
- 43.4. The adverse report process must comply with the principles of natural justice and/or procedural fairness.
- 43.5. No adverse report may be placed on an employee's file about or in relation to:
 - 43.5.1. activities of the employee in their capacity as an accredited representative pursuant to this **Workplace Determination**;
 - 43.5.2. activities of the employee pursuant to the dispute resolution procedures of this **Workplace Determination**;
 - 43.5.3. their status or activities as an accredited representative of the UFU or

- 43.5.4. their membership of, or participation in the activities of the UFU, or
- 43.5.5. their participation in, or any proposal to participate in, or their refusal to participate in or any proposal to refuse to participate in, proceedings to which the UFU or a UFU member is a party, or
- 43.5.6. their giving evidence in, or any proposal to give evidence in, or their refusal to give evidence in or any proposal to refuse to give evidence in, proceedings to which the UFU or a UFU member is a party, or
- 43.5.7. their participation in, or any proposal to participate in, any activity of the UFU where the UFU is seeking better industrial conditions.

44. TERMINATION OF EMPLOYMENT

- 44.1. An employee's employment may not be terminated unless:
 - 44.1.1. The Conduct Resolution Process in SCHEDULE 5 - Conduct Resolution has been complied with;
 - 44.1.2. the employee and the UFU have been notified that FRV intends to terminate the employee's employment; and
 - 44.1.3. any dispute notified by the employee or the UFU in relation to the specific termination has been resolved.

44.2. To avoid doubt nothing in this clause or in the Conduct Resolution Process shall have the effect of altering the minimum employment period for access to unfair dismissal protection or reduce in any way the rights of an employee to unfair dismissal protection contrary to Section 194(c) and (d) of the Fair Work Act 2009.

44.3. Notice of termination by employer

- 44.3.1. In order to terminate the employment of an employee FRV shall give to the employee the period of notice specified in the table below:

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

- 44.3.2. In addition to this notice, employees over 45 years of age at the time of the giving of the notice, with not less than two years continuous service, are entitled to an additional week's notice.
- 44.3.3. Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by FRV making payment for the remainder of the period of notice.
- 44.3.4. In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have

worked during the period of notice had their employment not been terminated will be used.

- 44.3.5. The period of notice in this clause shall not apply in the case of dismissal for an employee who has been terminated because of a conviction for an indictable offence and who has been terminated in accordance with this **Workplace Determination** and the Conduct Resolution Process.

44.4. Notice of termination by an employee

- 44.4.1. The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- 44.4.2. If an employee fails to give notice FRV has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

44.5. Time off during notice period

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

45. EMPLOYEE ACTIVITIES

- 45.1. No employee shall be dismissed or injured in their employment or have their position altered to their prejudice or be subject to any other act to their prejudice by reason of or for reasons that include the reason of:
 - 45.1.1. their status or activities as an accredited representative of the UFU, or
 - 45.1.2. their membership of, or participation in the activities of the UFU, or
 - 45.1.3. their participation in, or any proposal to participate in, or their refusal to participate in or any proposal to refuse to participate in, proceedings to which the UFU or a UFU member is a party, or
 - 45.1.4. their giving evidence in, or any proposal to give evidence in, or their refusal to give evidence in or any proposal to refuse to give evidence in, proceedings to which the UFU or a UFU member is a party, or
 - 45.1.5. their participation in, or any proposal to participate in, any activity of the UFU where the UFU is seeking better industrial conditions; or
 - 45.1.6. their reliance or claim for reliance on any clause under this **Workplace Determination**.
- 45.2. This provision shall apply equally to any employee who has made known their intention to be candidates for election as a representative of the UFU and also to any employee who has, in the past, been a representative of the UFU.

46. EMPLOYEE REPRESENTATION

- 46.1. 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 FRV email system. FRV will not delay or monitor any correspondence sent from the UFU or to the UFU. For the avoidance of doubt, FRV will take all necessary steps and provide the UFU with the necessary processes and information to ensure FRV fulfils its obligation in this clause. This does not include contact details of employees.
- 46.2. An employee appointed as an employee representative shall upon written notification by the Branch Secretary of the UFU to FRV, be recognised as the accredited representative of the UFU for the particular area concerned.
- 46.3. An employee appointed or elected to a position on the Branch Committee of Management of the UFU in accordance with the Rules of the UFU, shall upon written notification by the Branch Secretary of the UFU to FRV, be recognised as an accredited representative of the UFU.
- 46.4. Accredited representatives of the UFU shall not be threatened with or be dismissed or injured in their employment or have their position altered to their prejudice or be subject to any other act to their prejudice by reason of or for reasons that include the reason of
- 46.4.1. their status or activities as an accredited representative of the UFU or
 - 46.4.2. their membership of, or participation in the activities of the UFU; or
 - 46.4.3. their participation in or any proposal to participate in, or their refusal to participate in or any proposal to refuse to participate in, proceedings to which the UFU or a UFU member is a party, or
 - 46.4.4. their giving evidence in or any proposal to give evidence in, or their refusal to give evidence in or any proposal to refuse to give evidence in, proceedings to which the UFU or a UFU member is a party, or
 - 46.4.5. their participation in, or any proposal to participate in, any activity of the UFU where the UFU is seeking industrial conditions.

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

- 46.5. Accredited representatives (who are not officers of the UFU) shall:
- 46.5.1. subject to the prior approval of the Officer in Charge (which will not be unreasonably withheld), or a more senior officer, be allowed the necessary time during working hours to meet with FRV, with employees or with representatives of either on matters arising under this **Workplace Determination** affecting employees.
 - 46.5.2. before leaving their usual workplace for the purpose of carrying out their function as an accredited representative, inform their Officer in Charge or more senior officer of their intention indicating their destination(s) and estimated duration of absence.

- 46.5.3. when visiting a different section, station or place of work, inform the Officer in Charge of that station or place or work, of the general purpose of such visit and estimated duration of stay. The accredited representative shall also inform the Officer in Charge of his or her departure.
 - 46.5.4. be allowed access to all work places where such access is necessary to enable them to carry out their functions in the particular area concerned. ('Work place' for this clause here includes any place where employees are performing work or are attending pursuant to a direction of FRV or are attending in their capacity as employees of FRV).
 - 46.5.5. be permitted to display written material authorised by the UFU on notice-boards provided by FRV for this purpose and shall also be permitted to distribute such written material to employees, utilising if necessary, internal communication systems inclusive of email.
 - 46.5.6. be permitted to communicate with employees through all reasonable communication methods including email, telephone, facsimile and the internet.
 - 46.5.7. shall not suffer any loss of pay as a result of having spent time during working hours performing activities as an accredited representative pursuant to this clause. That is, any person acting as an accredited representative during working hours will be paid the same they would have been paid had they worked as usual during those hours.
- 46.6. Access to the workplace for officers or employees of the UFU
- 46.6.1. Subject to reasonable notice an officer or employee of the UFU may for the purposes of representing employees covered by this **Workplace Determination** for any purpose relating to the application of this **Workplace Determination** or entitlements that arise under this **Workplace Determination** (but not including any purpose referred to in section 481 or 484 of the FW Act or the exercise of a State or Territory OHS right in accordance with Part 3-4 of the FW Act):
 - a) at any time during working hours enter FRV's prescribed premises, registered office or workplace where FRV's employees are engaged ('Work place' for this clause here includes any place where employees are performing work or are attending pursuant to a direction of FRV or are attending in their capacity as employees of FRV);
 - b) at any time during working hours, inspect or view any work, material, machinery, appliance, document (including time and wages records), qualification of employees on the premises mentioned above; and
 - c) interview, on the premises referred to above, an employee who is a member, or is eligible to be a member, of the UFU.
 - 46.6.2. Access to workplaces under the clause shall be authorised for the purposes of consulting with UFU Delegates/Shop Stewards, investigation of grievances or complaints, observing working conditions, posting notices and agreements, developing skills programs, implementation of agreed matters

and for the assistance of the resolution of any dispute that may arise under this **Workplace Determination** (but not including any purpose referred to in section 481 or 484 of the FW Act or the exercise of a State or Territory OHS right in accordance with Part 3-4 of the FW Act).

46.6A If requested by an accredited UFU representative, FRV will provide a copy of any requested time and wages records as soon as is practicable. This clause does not facilitate entry under Part 3-4 of the Act.

46.7. In addition to any rights conferred by the above, the following also applies to UFU Delegates/Shop Stewards.

46.7.1. In this clause, **UFU Delegate/Shop Steward** means an employee representative appointed by the Union (as advised by the Secretary in writing) as the accredited representative of the Union in the particular area concerned. This includes, but is not limited to, a Shop Steward, Deputy Shop Steward, Health & Safety Representative or Deputy Health & Safety Representative where the Health & Safety Representative or Deputy Health & Safety Representative is acting in relation to an occupational health and safety issue.

46.7.2. In order for the UFU Delegate/Shop Steward to perform the functions required by Step 1 and Step 2 in clause 24 – Dispute Resolution, and to assist in the implementation of this **Workplace Determination** and to assist in preventing and resolving disputes about the application of this **Workplace Determination** and matters pertaining to the employment relationship (but not including any purpose referred to in section 481 or 484 of the FW Act), the UFU Delegate/Shop Steward shall be permitted, subject to the prior approval of FRV:

- a) The necessary time during working hours to interview FRV or his or her representative on matters affecting employees whom he or she represents.
- b) A reasonable period of time during working hours to interview officers of the union on legitimate union business, at a place designated by FRV.
- c) Access to all work places where such access is necessary to enable them to carry out their functions in the particular area concerned.
- d) To distribute such written material to members within their particular area, using if necessary, internal communication systems.

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

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

46.7.5. At all times FRV's approval is subject to operational requirements and determined on this basis.

47. FIRE RESCUE VICTORIA POLICIES

- 47.1. FRV currently has a range of policies that affect employees covered by this **Workplace Determination**. Any policy that affects the application or operation of this **Workplace Determination** or the work of employees covered by this **Workplace Determination** may only be made or varied **as provided for in this clause**. Should FRV seek to modify, delete or add to any new or existing policy that so affects employees then any change or addition will be the subject of consultation **pursuant to clause 18 – Consultation of this Workplace Determination**.
- 47.2. Such policies that have not been dealt with through the consultative process will not be applied, be enforceable or used to reduce the conditions of employment of employees covered by this **Workplace Determination** nor will they be used as a means of taking conduct resolution against employees covered by this **Workplace Determination**.
- 47.3. For the purposes of this **Workplace Determination**, policies include but are not limited to any document that contains provisions that affect the application or operation of this **Workplace Determination** or the work of employees covered by this **Workplace Determination** or their representatives, inclusive of procedures, business rules, guidance notes, directions, standing orders, SOP's, Operational Work Instructions or any like document kept or promulgated by FRV to their employees.
- 47.4. On commencement of this **Workplace Determination** all FRV policies that affect the application or operation of this **Workplace Determination** or the work of employees covered by this **Workplace Determination** or their representatives will be reviewed by the parties under clause 18 – Consultation.
- 47.5. Where there is an inconsistency between a policy, or other document referred to in clause 47.3 above and a clause of this **Workplace Determination**, then the matter will be referred for consultation in accordance with clause 18 – Consultation and Clause 24 - Dispute Resolution. In the event that there is no resolution or determination under clause 18 or clause 24, then the clause in this **Workplace Determination** shall prevail, and any inconsistent policy or other document referred to in cl. 47.3 above shall be invalid to the extent of any inconsistency.

48. TRANSFER OF BUSINESS

- 48.1. For matters relating to transmission or transfer of business, the provisions of the Fair Work Act as at the commencement of this **Workplace Determination** shall apply.

A4 - FIRE RESCUE VICTORIA SYSTEMS CONDITIONS, ACTIVITIES AND ROSTERS

49. DAY RELIEF AND RELIEVING DUTIES

- 49.1. This clause applies for positions which are not 'on-shift' positions (on-shift positions are relieved via provisions as specified elsewhere in this **Workplace Determination**). FRV will address fatigue management and employees' health and wellbeing by providing adequate relief where required to prevent employees from being negatively affected by the accessing of their leave or their absence from the workplace.

49.2. For the purpose of this clause, leave means time in lieu, and all other types of leave, and absence means any absence from a normal role including but not limited to higher duties, training courses, project work and secondment.

49.3. Relief will be provided for all absences or leave.

49.3.1. The Parties acknowledge that relief for all absences or leave is an existing entitlement for Division 3 Employees and as contained within Division of the Fire Rescue Victoria Operational Employees Interim Enterprise Agreement 2020.

49.3.2. FRV and UFU will consult in accordance with Clause 18 – Consultation for the purpose of establishing guidelines for the implementation of this entitlement.

49.3.3. [Blank]

49.3.4. While such consultation is occurring, the requirement to provide relief for all absences or leave for operational day workers will be temporarily suspended. If there is a requirement for relief for an operational day worker, this will be dealt with by the parties by agreement on a case by case basis. To avoid doubt, FRV must continue to provide relief for on-shift firefighters consistent with SCHEDULE 1 - STAFFING CHART and SCHEDULE 34 - ARRANGEMENTS FOR RELIEF FOR CO/ACFO POSITIONS SECONDED TO CFA.

49.4. FRV shall consult via clause 18 on appropriate planning to be applied to ensure the provision of relief across FRV.

50. [Blank]

50.1. [Blank]

51. INTERNAL SECONDMENT OF OPERATIONAL STAFF (ISOS) PROGRAM

51.1. For the purpose of this clause, “internal secondment” means a temporary secondment of an Employee from a Division 2 Firefighter to a Division 3 Firefighter, or vice versa.

51.2. Employees to whom this Workplace Determination applies shall not be permitted, or required, to undertake an internal secondment except in accordance with this clause or implemented in accordance with clause 18 - Consultation.

51.3. The internal secondment of operational staff (ISOS) program is as follows:

51.3.1. On 1 September of each year this Workplace Determination is in operation, FRV, in agreement with the UFU, will offer the ISOS program training for 12 Division 3 and 12 Division 2 professional career firefighters/Officers, or additional as agreed.

51.3.2. The ISOS program will only be for employees that hold the classification of Division 2 or Division 3 Qualified Firefighter up to the classification of Senior Station Officer. Classifications of Commander and above can be considered for this program but such inclusion will be by agreement by the Parties.

- 51.4. The internal seconded, unless otherwise agreed between FRV and UFU, must hold the same or equivalent rank as that of the position to which they are being internally seconded and:
- 51.4.1. have completed the minimum periods of service and have all qualifications and competencies for their substantive classification as are referred to in clause 156.3 (for employees to be internally seconded from Division 2); or
 - 51.4.2. have completed the minimum periods of service and have all qualifications and competencies for their substantive classification as are referred to in clause 191.3 (for employees to be internally seconded from Division 3).
- 51.5. The selection of the applicants and their appointment to a position will be on an agreed merit-based process. Any unsuccessful applicant can use the dispute resolution process in accordance with this **Workplace Determination**.
- 51.6. FRV shall follow the ISOS Program as attached at SCHEDULE 3 - Internal Secondment of Operational Staff Program.
- 51.7. The ISOS program training will be conducted annually **on 1 December** or at other dates by agreement between the Parties.
- 51.8. Transfers in the ISOS program will be for a period of one year, with the option of extending the internal secondment for a further period of one year at the employee's discretion. Any further extensions will be by agreement of the parties.
- 51.9. Employees who have participated in the ISOS program may fill short term vacancies (for example standbys, recalls and relief duties) at both Division 2 and Division 3 stations.
- 51.10. Interdivision Firefighter Program
- 51.10.1. The parties **will apply** an Interdivision Firefighter Program for the classifications of Qualified Firefighter up to and including Senior Station Officer, with a view to increasing the number of personnel from Division 2 and Division 3 who can work at both Division 2 and Division 3 stations for short-term vacancies (for example standbys, recalls and relief duties.)
 - 51.10.2. **The Interdivision Firefighter Program course is detailed at SCHEDULE 3 - Internal Secondment of Operational Staff Program and may only be amended via Clause 18 – Consultation.**
 - 51.10.3. Eligible employees who have undertaken the Interdivision Firefighter Program course may fill short term vacancies at both Division 2 and Division 3 stations.
 - 51.10.4. Employees filling short term vacancies in accordance with clause 51.10.1 and 51.10.3 will at all times be subject to the terms and conditions of employment applicable to their substantive Division. For example, a Division 2 employee filling a short term vacancy at a Division 3 location will receive terms and conditions applicable to Division 2 employees and vice versa.
 - 51.10.5. Additional to the above, FRV and UFU will enter into discussions in accordance with Clause 18 - Consultation with a view to facilitating

developing a larger pool of eligible operational employees to undertake short-term relief duties. These discussions will be to consider whether the classifications Firefighter Level 1 up to Qualified Fire Fighter can be included in the Interdivision Firefighter Program course for the purposes of short-term vacancy relief.

- 51.10.6. FRV and UFU acknowledge that, if there is agreement to include the additional employees as specified in clause 51.10.5, as part of the implementation plan, consideration will be given to identifying the further efficiencies for FRV as a result of the inclusion of the additional classifications in the short-term vacancy relief pool.

51.11. Additional to the above, the Parties will investigate a statewide electronic recall system, which shall include, but not be limited, to a recall and short-term relief system for Division 2 and Division 3 employees. Any recall system may only be implemented via consultation under clause 18.

52. PERMANENT INTERNAL TRANSFER BETWEEN DIVISIONS

- 52.1. For the purpose of this clause, “permanent internal transfer” means a permanent transfer of an Employee from employment as a Division 2 Firefighter to employment as a Division 3 Firefighter, or vice versa.
- 52.2. FRV may only permanently fill a vacant position in any Professional Firefighter classification by permanent internal transfer in accordance with the steps in this clause.
- 52.2.1. FRV must advertise any vacancy at least twice internally within the stream in which the vacancy arises (i.e. to operational employees in one of the Division 2 or Division 3 Operational stream of firefighting).
- 52.2.2. If there is still a vacancy, FRV may internally transfer someone into the position in accordance with the Internal Secondment of Operational Staff program at clause 51 above.
- 52.2.3. If there is still a vacancy at the end of any Internal Secondment of Operational Staff period, the position will be advertised within the stream in which the vacancy arises once more. If there is no internal applicant, the position may be offered to the internal secondee on a permanent basis.
- 52.2.4. If there is no Internal Secondment of Operational Staff, or if an internal secondee does not wish to take up the position on a permanent basis, then FRV may seek permanent internal transfer applications in accordance with the following conditions:
- a) Applications can only be received from, and the position may only be filled by, a Division 2 Firefighter or Division 3 Firefighter.
 - b) Permanent internal transfer will only be into positions with the classification of Division 2 or Division 3 Qualified Firefighter up to the classification of Commander. Permanent internal transfer for positions classified above Commander can be considered on a case by case basis by agreement by the Parties;

- c) Unless otherwise agreed between FRV and UFU an applicant must have successfully completed a recognised recruit course (a recruit course agreed between FRV and UFU).
- 52.2.5. Unless otherwise agreed between FRV and UFU any applicant for such a position must hold the same or equivalent classification as that of the position being advertised and:
- a) have completed the minimum periods of service and have all qualifications and competencies for their substantive classification as are referred to in clause 156.3 (for employees to be internally seconded from Division 2); or
 - b) have completed the minimum periods of service and have all qualifications and competencies for their substantive classification as are referred to in clause 191.3 (for employees to be internally seconded from Division 3).
- 52.2.6. The successful applicant will be required to undertake a short course to ensure that they possess any specific requirements and skills relevant to the position. These requirements will be as determined by FRV and UFU as agreed.

53. EXTERNAL SECONDMENT

External secondment from FRV

- 53.1. **Employees covered by this Workplace Determination** shall not undertake a transfer/secondment to another jurisdiction or organisation, including Victorian Government Agencies or positions outside Victoria, except in accordance with clause 18 – Consultation or otherwise as provided by this **Workplace Determination**.

External secondment to FRV

- 53.2. Secondees from other fire services may be considered on a case by case basis. Such consideration shall be in accordance with clause 18 – Consultation.

54. EXTERNAL LATERAL ENTRY

- 54.1. Where considered through clause 18 - Consultation that external lateral entry is required for a specific vacant position, then FRV may seek external applications in accordance with the following conditions:
- a) External lateral entry will only be into positions with the classification of Division 2 or Division 3 Qualified Firefighter up to the classification of Commander. External lateral entry for positions classified above Commander can be considered on a case by case basis by agreement by the Parties; and
 - b) **[blank]**
 - c) Any applicant for such a position must hold the same or equivalent classification as that of the position being advertised; and
 - d) The successful applicant will be required to undertake a short course to ensure that they possess any specific requirements and skills relevant to the position. These requirements will be as determined by FRV and UFU as agreed; and

- e) Employees from other Firefighting Services can be considered for external lateral entry, but such consideration must be by agreement between the UFU and FRV and be dealt with on a case by case basis and cannot be the subject of arbitration via the FWC.

55. [Blank]

55.1. [Blank]

56. RIGHTS UNDER NES

- 56.1. In addition to other obligations on FRV, and to avoid doubt, this clause does not limit the rights of employees, who are entitled to make a request for a change in working arrangements under section 65 of the Act, to make such a request and to have it considered by FRV in accordance with that section. **However, FRV has determined that FRV's operational requirements mean, generally, that on-shift employees should be employed on a full-time basis.** As required by the Act, FRV will consider every request from an entitled employee for flexible working arrangements and will assess each request on a case-by-case basis, but the parties acknowledge that this may in some cases require an entitled employee to transfer off station or from their current work location to another position.
 - 56.1.1. If FRV grants an employee's request for a change to his or her working arrangements under section 65 of the Act, the employee will be rostered taking into account the employee's preference, the existence of any relevant reasonable business grounds, service delivery requirements, safety and welfare of employees. If, for reasons of the employee's preference, the existence of any reasonable business grounds, service delivery requirements, safety or welfare of employees, the employee cannot be rostered in accordance with the operational "10/14" roster, the employee may be rostered pursuant to clause 170 in the case of a Division 2 Firefighter, or clause 208 in the case of a Division 3 Firefighter.
- 56.2. If a transfer is required, the employee shall suffer no detriment by virtue of working in a different position and shall be entitled to resume their station/location based on shift duties as soon as operational requirements permit.
- 56.3. To ensure that operational requirements are maintained, the following will apply:
 - 56.3.1. An employee making a request will provide to FRV in writing details of the change sought and the reasons for the change.
 - 56.3.2. An employee will be granted reasonable time off as they require if they are working in a non-station based position. An employee who is granted time off without pay in accordance with this clause will have their leave and other entitlements accrue on a pro-rata basis (that is, in accordance with the number of hours actually worked). Deductions from their ordinary total remuneration for any given cycle will be made proportional to the number of hours not worked out of a 42 hour week. However, continuity of service and the special duties allowance will not be affected.
- 56.4. **An employee who is absent from work without pay as set out in this clause will not be counted for the purposes of minimum staffing while absent. FRV will be required to make arrangements in accordance with this Workplace Determination to ensure the requisite additional staff are rostered to ensure safe minimum staffing levels are met at all times.**

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

57. DIVERSITY

57.1. The parties will jointly consider and develop strategies to increase diversity within FRV's operational workforce. The purpose is to encourage and attract applicants for operational positions from different groups within the community without lowering any standards of recruitment, selection or employment.

57.2. Diverse groups include but are not limited to:

- Culturally and Linguistically Diverse (CALD)
- Gender including but not limited to women
- Aboriginal and Torres Strait Islander
- Socio and economically disadvantaged

57.3. For the purposes of subclause 57.1 the parties will consult in accordance with clause 18 – Consultation.

57.4. [Blank]

57.5. Items to be considered through consultation will consist of the following:

- Long term and short term advertising and marketing strategies to promote firefighting as a desirable occupation for diverse and minority groups
- The development of traineeships for socio and economic disadvantaged youth agreed between the UFU and FRV within the first 6 months post commencement of this Workplace Determination (such timeframe can be extended by agreement)
- Rostering including part time and flexible working arrangements
- Review of the recruit selection process.

57.6. It is intended that any proposals for change arising from this consultation must not impact or alter the current arrangements for minimum crewing as provided for in this Workplace Determination, or the 10/14 roster.

58. REHABILITATION UNITS

58.1. For reasons including health, safety and welfare, FRV has implemented and will continue to implement rehabilitation units to contribute to a safe system of work. Further implementation, the number and locations of such Rehabilitation Units will be determined through the consultation process. The Rehabilitation Unit operator is an agreed position on shift in which OSG personnel from either Division 2

Firefighters or Division 3 Firefighters may be rostered. FRV will provide all equipment as outlined below as a minimum for use on each rehabilitation unit or as amended through consultation:

- 58.1.1. Agreed appliance
- 58.1.2. 1 tent
- 58.1.3. 6 cooling chairs
- 58.1.4. 1 misting fans
- 58.1.5. Bottled water
- 58.1.6. Electrolyte drinks
- 58.1.7. Cooling Towels

59. HEALTH OF EMPLOYEES

59.1. **D**ue to the nature of firefighting, firefighters (including but not limited to those in training, instructing and investigating) have an increased risk of contracting some cancers and PTSD/PTSI. In accordance with accepted international scientific evidence, FRV is committed to supporting firefighters suffering from the agreed list of cancers and PTSD/PTSI. The agreed list of cancers include:

- a) Primary site brain cancer
- b) Primary site bladder cancer
- c) Primary site kidney cancer
- d) Primary non-Hodgkins lymphoma
- e) Primary leukemia
- f) Primary site breast cancer
- g) Primary site testicular cancer
- h) Multiple myeloma
- i) Primary site prostate cancer
- j) Primary site ureter cancer
- k) Primary site colorectal cancer
- l) Primary site oesophageal cancer
- m) Mesothelioma
- n) Lung cancer in non-smoker
- o) Thyroid cancer
- p) Pancreatic cancer

- q) Primary site ovarian cancer
 - r) Primary site cervical cancer
- 59.2. FRV will support claims for the above listed cancers, PTSD/PTSI, and additional cancers in accordance with accepted international scientific evidence.
- 59.3. FRV will make a joint submission with the UFU to the Government to include all of the additional cancers and PTSD/PTSI in Victorian Presumptive Legislation.

60. DISABILITY INSURANCE COVER

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

61. INCOME PROTECTION INSURANCE ALLOWANCE

- 61.1. Following commencement of this Workplace Determination, FRV and UFU will consult and implement an agreed income protection insurance policy (which must include Ambulance Victoria membership) for employees covered by this Workplace Determination for the purposes of this clause.
- 61.2. Employees in Operational Firefighting classifications covered by this **Workplace Determination** (inclusive of FSCCs) are entitled to a reimbursement from FRV of their income protection insurance premiums **where such premiums are paid solely for income protection insurance, pursuant to:**
- 61.2.1. the agreed income protection insurance policy referred to in clause 61.1;
or
 - 61.2.2. another income protection insurance policy (which FRV is satisfied provides for income protection insurance, and which includes Ambulance Victoria membership),
- up to an amount of \$63.49 per week as reflected in SCHEDULE 4 - ALLOWANCES, subject to the employee providing proof of payment **and any other information reasonably required by FRV to satisfy itself that any reimbursement will be for income protection insurance premiums within the meaning of this clause.**
- 61.3. Upon the **implementation of the agreed income protection insurance policy in accordance with clause 61.1**, FRV will allow officers or representatives of the entity **which administers or provides the agreed income protection insurance policy** to meet with employees at the employees' workplace to consult about the policy.
- 61.4. Where the *Emergency Services Superannuation Act 1986* (Vic) or any successor legislation requires FRV to make employer contributions to a superannuation fund during a period of absence for which the employee is in receipt of income protection payments, FRV will make those contributions. If an employee chooses

to make employee contributions to a superannuation fund during such period, the employee will be responsible for making those contributions.

61.5. The application of this clause for classifications covered by this Workplace Determination other than those within Operational Firefighting classifications covered by this Workplace Determination will be considered by the parties within 8 months of the commencement of this Workplace Determination, which can then be implemented, subject to consultation via clause 18.

62. AMBULANCE MEMBERSHIP

62.1. FRV will arrange for and meet all costs of membership of the ambulance service for each employee.

63. MEDICAL CARE / ATTENTION

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

64. PEER SUPPORT

64.1. The following continuing practices and enhancements of the peer support program apply:

- 64.1.1. Peer support employees under this Workplace Determination will be drawn from professional / career firefighters.
- 64.1.2. For the avoidance of doubt, peer support employees covered by this Workplace Determination are firefighters whose substantive role remains that of a firefighter but who undertakes peer support functions as part of their substantive role
- 64.1.3. FRV will provide peer support employees with reasonable resources they require to undertake their role
- 64.1.4. FRV will provide peer support employees with agreed training.
- 64.1.5. FRV will regularly promote the peer support role and service to firefighters including all station and platoon visits with varying topics throughout the year by psychologists and peer support employees and other agreed forms of support
- 64.1.6. FRV will ensure that peer support employees will be supported by senior peer support employees and agreed psychologists and doctors
- 64.1.7. FRV will ensure that peer support employees will be provided with one on one supervision by a peer support psychologist at least once per year or more on request of the peer support employee
- 64.1.8. FRV will maintain a pager service and direct phone contact as per the current systems.
- 64.1.9. FRV will maintain and fill a position of peer support coordinator. This position will be filled by a professional / career firefighter.

65. MEDICAL EXPENSES

- 65.1. For work related matters, FRV will pay for and provide access for any employee to qualified psychologists. FRV will also cover the costs of any transport and time for such attendance. Individual employee access to this service will not be disclosed to FRV or any other person except where agreed to by the employee.
- 65.2. The implementation or change to the provision of access to psychologists under this clause shall occur via the provisions of clause 18 - Consultation.

66. REGISTRY OF ATTENDED CALLS AND EXPSOURE

- 66.1. Exposure control shall be considered under clause 18.
- 66.2. FRV shall maintain a register of employees' exposure to any hazardous material, chemical or other hazards.
- 66.3. FRV shall, upon the written request of any employee, promptly provide the employee with a list recording:
 - 66.3.1. each call attended by the employee, fire call history or training available electronically, and/or
 - 66.3.2. any available record of any hazardous material, chemical or other hazard that they may have been exposed to, including but not limited to at each call or training described in the above sub clause.
 - 66.3.3. The sole purpose of this clause and any information shall be for the welfare of employees. For the avoidance of doubt, it shall not be used for any discipline or counselling purpose.

67. HEALTH SCREENING

- 67.1. There will be a health screening program for all employees who choose to participate in the program.
- 67.2. There will be no adverse impact from an employee choosing to participate or choosing not to participate in the program.
- 67.3. FRV will pay for all costs associated with the health screening program, including but not limited to employee's time while participating and medical costs.
- 67.4. The provider of the health screening program will be agreed between FRV and the UFU.
- 67.5. Within the first 3 months of this Workplace Determination FRV/UFU will consult about what the program will include and not include, subject to this clause. The following are already items for inclusion in the program:
 - 67.5.1. There shall be total employee-doctor confidentiality.
 - 67.5.2. Employees may choose their own or a separate medical provider if they desire and FRV will reimburse all costs for approved providers.
 - 67.5.3. The program will provide all health checks which were previously provided prior to the commencement of this Workplace Determination.
 - 67.5.4. The program will provide comprehensive cancer screening.

67.5.5. The program will provide comprehensive and best practice cardiac and respiratory system health checks.

67.5.6. The program will provide general practitioner consultations.

67.6. All employee information including medical information will be confidential between the medical practitioner and the employee and will not be disclosed to FRV, unless the employee agrees otherwise in writing. The employee and the medical practitioner is under no obligation to disclose any information to FRV regarding this program and FRV will not request in any circumstance that any information is disclosed.

67.7. FRV agrees that it will continue to provide health screening to former employees where appropriate. The extent of post-employment screening will be the subject of consultation in accordance with clause 18 - Consultation.

68. HEALTH AND FITNESS PROGRAM

68.1. The parties have introduced and will maintain and enhance a voluntary health and fitness program for employees through consultation under clause 18.

68.2. The program includes the provision of fitness leaders (operational personnel with professional fitness instructor qualifications) to take voluntary classes at work locations for operational personnel.

68.3. Any future appointment of fitness leaders for operational personnel following the commencement of this **Workplace Determination** shall be from employees holding the rank of QFF as a minimum.

68.4. Any change to any work practices of fitness leaders will only be by agreement between FRV and the UFU.

68.5. Employees shall be provided with a minimum of an hour whilst on duty during each shift in which they may utilise the gym or exercise.

68.6. FRV will provide gym equipment at each location where practical to allow this to take place. In the event that a gym facility cannot be provided, FRV will pay each employee's membership fees for a gym/fitness club of the employee's choice.

68.7. FRV will provide a sport voucher of \$125 value each year to all employees.

69. EQUAL EMPLOYMENT OPPORTUNITY

69.1. FRV and employees will use their best endeavours to ensure that the workplace is free from any form of bullying or harassment. FRV will ensure that its employment practices are non-discriminatory and that all workers have equal access to multi-skilling, career path opportunities and all terms and conditions of employment.

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

70. COMMUNITY AND CULTURAL ENGAGEMENT OFFICER - CCEO

- 70.1. The role of Community and Cultural Engagement Officer – CCEO (including the positions previously known as Multicultural Liaison Officer – MLO) is to assist and promote community liaison with a focus on multicultural and other diverse groups of the community.
- 70.2. An employee who undertakes the role of a CCEO must hold LFF classification or above.
- 70.3. FRV will provide CCEOs with access to appropriate pool vehicles for the purpose of carrying out their duties.
- 70.4. [Blank].
- 70.5. [Blank].
- 70.6. The parties will develop a position description for CCEO's via the provisions of Clause 18 – Consultation. To provide an enhanced role to the community, the position description will broaden its focus to under-represented groups including faith-and-interfaith, women, aboriginal peoples, socioeconomically disadvantaged, and Culturally and Linguistically Diverse.
- 70.7. The parties will consult on the expansion of the role to assist with other programs that are tailored to the specific area of region in which they operate and with Diversity and Recruitment campaigns where there is an identified need. Consultation on this matter will include the introduction of an appropriate allowance and other applicable entitlements or conditions for those undertaking the role.

71. TECHNICAL OPERATIONS AND SPECIALIST QUALIFICATIONS DEPLOYMENT

- 71.1. The parties recognise that FRV has the capacity of employees who have attained specialist skills in the areas of Urban Search and Rescue, High Angle Rescue, Heavy Rescue, Confined Space Rescue, Hazmat/CBRN Response, Marine Response and Breathing Apparatus, Air Operations including UAV, Rapid Impact Assessment including Ground Observers, Emergency Medical Services, Trench Rescue and Industrial Rescue.
- 71.2. The above qualifications and expertise are specialist in nature and are able to be rapidly deployed to enhance capabilities of other organisations on a State wide and Global basis.
- 71.3. In the context of the above, and in the context of maximising resources and expertise the parties will review:
 - 71.3.1. the feasibility of combining the above expertise into a single unit which will be referred to as Special Ops; and
 - 71.3.2. the terms and conditions of employment appropriate for employees in such a unit and the deployment arrangements that might apply.
- 71.4. The parties will also investigate funding opportunities and deployment opportunities through the appropriate agencies both nationally and globally.
- 71.5. The parties shall meet within the first month of the lodgement of this Workplace Determination and shall provide a report to FRV within 6 months (or otherwise extended by agreement).

71.6. [Blank].

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

71.8. The implementation of any changes arising from the process under this clause will only occur by agreement between FRV and the UFU.

72. RIAT

72.1. FRV will continue to develop and implement an enhanced Rapid Impact Assessment Team (RIAT) capability and capacity within the organisation. RIAT is used for rapid assessment of designated incident impacts. RIAT is a technical skill which duties are extra, above and beyond normal duties and therefore specialist RIAT personnel will be deployed from employees who are above minimum shift strength or recalled or released from day duty. If released from operational minimum crewing for RIAT duties, FRV will recall to maintain the minimum crewing requirements.

72.2. FRV will consult on any implementation of RIAT and any change to RIAT affecting the application or operation of this Workplace Determination or the work of employees.

72.3. The parties will in accordance with the objectives of this Workplace Determination develop and implement a concept of operations for enhanced incident intelligence gathering to be undertaken by RIAT and / or RPAS operators in response to events or incidents. This will include but not be limited to tasks such as;

72.3.1. Rapid Impact Assessment

72.3.2. Impact and damage assessment

72.3.3. Intelligence capture collection and interpretation

72.3.4. Data collation and information sharing.

73. MARINE

73.1. The role of Marine Response in FRV is to provide emergency fire and rescue response and prevention within legislated Marine boundaries within the State of Victoria. Response to areas outside the State of Victoria can also be implemented on a case by case basis following consultation in accordance with clause 18 – Consultation.

73.2. FRV jurisdiction boundaries are defined within the FRV Act. Additional boundaries can be determined by the Minister for Emergency Services.

73.3. To meet its statutory obligations, FRV will have 4 designations (qualifications) for marine operations:

73.3.1. Marine Technician

73.3.2. Marine Swiftwater Operator

73.3.3. Marine Assessment

73.3.4. Marine Shipboard Operations

73.4. So that operational employees are provided the skills and resources they need to fulfill the marine roles, the parties have been implementing an enhanced Marine capability and capacity in preparation for the changes as a result of the legislated obligations under FRV. This will occur in accordance with the objectives of this **Workplace Determination**.

73.5. [Blank].

73.6. Any Marine Facility will comply with the Infrastructure Agreement (except where implemented as part of a temporary facility or during modification of or transition to a permanent facility via the provisions of clause 18 - Consultation).

73.7. Employees who are selected to undertake marine work, shall prior to their allocation to such work, be released from duty and provide training for skills acquisition in marine technician, swift water rescue, marine assessment team and shipboard firefighting.

73.8. FRV will deliver agreed training as identified in this **Workplace Determination** to operational employees to enable them to undertake the Marine roles. The parties will develop via consultation a training schedule to achieve and maintain adequate numbers of Marine operators and relief for those roles. Any improvements or changes to training including where required by maritime legislation amendments will be processed via clause 18 – Consultation of this **Workplace Determination**.

73.9. Marine Qualifications Framework:

73.9.1. Marine Technician FRV and NSCV Certified:

73.9.1.1. Coxswain (1NC)

73.9.1.2. General Purpose Hand

73.9.1.3. Waterway Emergency Response

73.9.2. Marine Swiftwater Operator:

73.9.2.1. Swiftwater Rescue Operator

73.9.2.2. Flood technician

73.9.3. Marine Assessment:

73.9.3.1. Marine Assessment Team

73.9.3.2. Marine Emergency Response Team

73.9.4. Marine Shipboard Operations:

74. HAMZAT DEPARTMENT

74.1. The parties will consult on future HAZMAT service delivery requirements for FRV and will undertake development of:

74.1.1. A state-wide concept of operations for the delivery and deployment of HAZMAT service for FRV including provision of HAZMAT support into CFA areas. The Parties will discuss further opportunities for the potential

expansion of this role. Any such outcomes of such discussions will be referred for consultation in accordance with clause 18 – Consultation.

74.1.2. A state-wide service delivery plan that will ensure that there are designated state based HAZMAT technicians, equipment and dedicated locations to meet the needs of operational response and training, including skills maintenance.

74.1.3. A state-wide training delivery schedule that ensures sufficient numbers of staff are trained to provide crewing and relief capacity for HAZMAT appliances at all times.

74.2. The state-wide concept of HAZMAT operations, state-wide service delivery plan and state-wide training delivery schedule will be developed via the provisions of clause 18 – Consultation within 6 months of certification of this Workplace Determination.

74.3. For the protection of employees and to ensure employees are properly resourced, FRV will provide an agreed minimum number of specialist HAZMAT staff, headed by designated Operational Staff.

74.4. FRV shall provide regular agreed training for skills acquisition and skills maintenance to ensure operators are able to undertake their roles using safe systems of work and that such employees are not overwork consistent with FRV fatigue management policies.

74.5. FRV state HAZMAT strategy will ensure interoperability between Division 2 Firefighters and Division 3 Firefighters.

74.6. The agreed HAZMAT Department parameters are as follows:

74.6.1. The department is to be staffed by qualified operational staff and supervised by the classification of Commander to ensure that increased training occurs to ensure sufficient operators are available

74.6.2. The HAZMAT appliances shall be crewed by designated qualified operational employees at all times.

74.7. FRV shall ensure the upgrading of equipment via clause 18– Consultation.

74.8. The HAZMAT Department will also include scientific officers covered by the FRV (former MFB) Corporate and Technical Staff Agreement 2017 or FRV (former CFA) Professional, Technical and Administrative Agreement 2016.

74.9. All employees of the HAZMAT Department including operational and non-operational employees will maintain an operational reporting line at all times.

74.10. During the life of this Workplace Determination, via the consultation process within clause 18 – Consultation, the Parties will consider the development of operational staff into specialised Operational Scientific Officer positions.

75. FIRE SAFETY INSPECTORS

75.1. Fire Safety Inspectors are a specialist function within FRV.

75.2. A Fire Safety Inspector is an is an operational employee who is engaged as such to provide education and ensure compliance with statutory obligations relating to

Fire Safety in Victoria including Dangerous Goods, Building Inspection and Compliance, Waste and Recycling, Building Codes and Audits, and Major Community Infrastructure.

75.3. An employee who undertakes the role of a Fire Safety Inspector will hold Station Officer classification (either substantive or acting) or above.

75.4. The parties will consult in accordance with Clause 18 – Consultation in relation to:

75.4.1. Developing a position description for Fire Safety Inspectors working in Dangerous Goods, Building Inspection and Compliance, Waste and Recycling, Building Codes and Audits, and Major Community Infrastructure.

75.4.2. Developing an agreed training and qualifications schedule for Fire Safety Inspectors.

75.4.3. Considering and developing the appointment of a Training Coordinator (who must hold Senior Station Officer classification or above) to ensure a continued high standard of training and professionalism.

75.4.4. The matter may be dealt with in accordance with the Dispute Resolution clause of this Workplace Determination.

75.5. [Blank]

76. ASBESTOS AND CARBON FIBRES

76.1. FRV shall develop for consultation an asbestos identification procedure; an asbestos awareness programme utilising operational staff as part of the Training Department; and a proposed policy for consultation on all matters relating to asbestos potentially affecting employees.

76.2. FRV shall also investigate and develop proposed policies with respect to carbon fibre exposure for consultation.

77. REMOTE PILOTED AIR SYSTEMS (RPAS)

FRV has implemented an enhanced Remote Piloted Air Systems (RPAS) capability and capacity within FRV. RPAS is a sophisticated air intelligence platform that supports the sector in critical information gathering and analysis that provides strategic data to incident and emergency management teams. It also is responsible for recording and displaying this information to sector data capture sources. The FRV strategy directorate will develop a concept of operations which will capture the role of RPAS, the function of the unit, the method of deployment and operations. The concept of operations will establish; the number of units required to service responses and deployments and locations of such RPAS capability will be determined through the consultation process. The role of the RPAS capability is to gather information and provide an intelligence overview of the fireground to assist with operations.

77.1. All employees who undertake and successfully complete training as RPAS operators shall be paid an allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

77.2. [Blank]

77.3. FRV will consult on any implementation and changes of RPAS duties.

78. EMERGENCY MEDICAL RESPONSE (EMR)

- 78.1. The parties recognise that Emergency Medical Response (EMR) is a core function of FRV and is limited to Priority O cases as defined in sub-clause 78.4 and to a maximum of 8000 calls annually.
- 78.2. The parties recognise that in accordance with FRV's duty of care, from time to time firefighters may need additional medical, psychological, peer or other assistance to cope with this demanding role. Such support and assistance shall be provided by FRV for firefighters, upon request in order to avoid any potential OH & S issues arising. In the context of firefighters' duty of care, firefighters may exercise a choice not to pursue this role.
- 78.3. Every employee covered by Part B of Division 2 and Part B of Division 3 will be paid an amount of \$[to be inserted] per hour worked when available to be rostered for EMR duties. The allowance will also be paid for any and all periods where an employee is on leave or absent from the workplace and will become an all-purpose allowance and will form part of the employee's base wages/salary for the purpose of calculating superannuation contributions. The amount shall be incorporated in addition to the amounts set out at clause 177 for Division 2 and clause 215 for Division 3 (added to the amounts).
- 78.4. Definition of Priority "O" cases.
- 78.5. Priority O cases are those event types, which constitute the highest probability of cardiopulmonary arrest. Only a limited subset of Priority "O" calls will be responded to as part of EMR. They are:

Event Type	AMPDS* Response Determinants	Despatch Code	Priority
6D1	Breathing problems, not alert	1	0
9D1	Cardiac or Resp Arrest/Death, Ineffective Breathing	1	0
9E1	Cardiac or Resp Arrest/Death, Not Breathing at all	1	0
9E2	Cardiac or Resp Arrest/Death, Breathing Uncertain (agonal)	1	0
9E3	Cardiac or Resp Arrest/Death, Hanging	1	0
9E4	Cardiac or Resp Arrest/Death, Strangulation	1	0
9E5	Cardiac or Resp Arrest/Death, Suffocation	1	0
9E6	Cardiac or Resp Arrest/Death, Underwater	1	0
11D2	Choking, not alert	1	0
11D2F	Choking, not alert (food)	1	0
11D2O	Choking, not alert (object/toy)	1	0
11D2C	Choking, not alert (lolly/candy/sweet)	1	0
1D2M	Choking, not alert (milk/liquid/non-toxic)	1	0
11D2U	Choking, not alert (unknown)	1	0
11E1	Choking, complete obstruction/ineffective breathing	1	0
11E1F	Choking, complete obstruction/ineffective breathing (food)	1	0
11E1O	Choking, complete obstruction/ineffective breathing (object)	1	0

Event Type	AMPDS* Response Determinants	Despatch Code	Priority
11E1C	Choking, complete obstruction/ineffective breathing (candy)	1	0
11E1M	Choking, complete obstruction/ineffective breathing (milk)	1	0
11E1U	Choking, complete obstruction/ineffective breathing (unknown)	1	0
12D1	Convulsions/seizures, not breathing	1	0
12D1E	Convulsions/seizures, not breathing (Epileptic/Prev history)	1	0
14D1	Drowning/Diving, unconscious or arrest	1	0
15D1E	Electrocution/Lightning, unconscious (Electrocution)	1	0
15D1L	Electrocution/Lightning, unconscious (Lightning)	1	0
15D2E	Electrocution/Lightning, Power still connected (Electrocution)	1	0
15E1E	Electrocution/Lightning, not breathing/ineffective (Electrocution)	1	0
15E1L	Electrocution/Lightning, not breathing/ineffective (Lightning)	1	0
31E1	Unconscious/Fainting, Ineffective Breathing (select from case entry)	1	0

* AMPDS = Advanced Medical Priority Dispatch System

- 78.6. The provisions of this clause define the circumstances in which Firefighters can be directed to perform EMR. Employees covered by this **Workplace Determination** cannot be directed to perform EMR in any situation other than in response to a defined type of priority O case.
- 78.7. Should EMR duties expand beyond 8000 calls annually or from responding to Priority O calls as defined in sub-clause 78.4 to other duties then the provisions relating to EMR will be reviewed by the parties.
- 78.8. Any review pursuant to sub-clause 78.7 will be undertaken prior to the reaching of 8000 calls annually and prior to any proposed change to Priority O calls as defined.
- 78.9. The parties will review FRV EMR capabilities and range of services it currently provides. The outcomes of any such review shall only be implemented by agreement between the parties.
- 78.10. The parties will also examine the scope of the role of EMR with a view to identifying any further opportunities for expansion for range of services. Any such expansion will be examined and the subject of consultation in accordance with Clause 18 – Consultation.
- 78.11. Employees who receive the EMR allowance are not eligible to be paid a First Aid allowance in addition to the EMR allowance, except in the circumstances set out in clause 78.12.
- 78.12. Employees employed at the commencement of **this Workplace Determination** to whom Division B of the Fire Rescue Victoria Operational Employees Interim

Enterprise Agreement 2020 applied immediately prior to the commencement of this **Workplace Determination**, and who received both the EMR and First Aid allowances at that time, will continue to receive both the EMR and First Aid allowances while they continue to hold both qualifications.

79. WORKING CONDITIONS AND HEALTH AND SAFETY

79.1. The parties acknowledge the ever increasing uncontrolled environment that firefighters have to respond to in protecting the community. As such an efficient fire service is one which embraces the importance of a reasonable and safe working environment both in the context of emergency response and their working environment. To facilitate such an environment the provisions of SCHEDULE 7 - FRV/UFU Occupational Health & Safety Agreement will apply to employees covered in Division 2 and Division 3 and will be complied with.

79.2. The parties will apply and review the OHS agreement at SCHEDULE 7 - to ensure best practice arrangements and continuous improvement are afforded to Employees covered by this Workplace Determination. Any changes as a result of such review will be processed in accordance with Clause 18 – Consultation.

80. RETURN TO WORK

80.1. The parties recognise the importance of a fair and equitable rehabilitation program which recognises the requirement to make reasonable accommodation for employees returning from illness and injury. The comprehensive Return to Work program is incorporated into this **Workplace Determination** at SCHEDULE 6 - Return to Work.

80.2. Transfer on the grounds of health or fitness

80.2.1. If the employee considers that it would be detrimental to the employee's health to continue performing his / her duties or the employee is not physically fit to perform his / her duties, for any period of time, upon request of the employee, FRV will, subject to agreement with FRV, the employee and the UFU, vary the employee's duties or transfer the employee to a different position which will not require the employee to move from their appointed station or their place of residence without their agreement.

80.2.2. If the employee transfers to a lower position none of the employee's entitlements will be reduced, including their right of progression.

80.3. Operational Support Group (OSG)

80.3.1. To facilitate Return to Work for an ill or injured employee FRV in conjunction with the employee will develop a return to work plan for each member of the OSG in accordance with the Return to Work program at SCHEDULE 6 - Return to Work.

80.3.2. An employee who is otherwise employed as a firefighter but at a given time is not fully fit for all operational duties of a firefighter will be deemed to be part of the Operational Support Group (OSG) until that employee is so fit.

80.3.3. No such member of the OSG can be rostered for any of the positions referred to in the chart referred to in **SCHEDULE 1 - Staffing Chart**

with the exception of the limited number of positions as previously agreed between the parties.

- 80.3.4. No employee who is part of the OSG will suffer any loss of pay as a result of not being fully fit to perform all operational duties of a firefighter. This clause does not apply in circumstances where the employee has exhausted their entitlement to sick leave and such illness or injury is not work related.
- 80.3.5. All OSG employees shall continue to receive the EMR allowance subject to employees maintaining their skills and being available to undertake EMR duties. FRV will provide the opportunity for such employees to maintain such skills.
- 80.3.6. Subject to this clause, FRV will endeavour to provide suitable employment for each member of the OSG. In the event that there is no such position the parties **will** meet and discuss how to resolve this matter.
- 80.3.7. Travel conditions including additional travel time, mileage and tollway costs shall be provided to all employees who attend different workplaces as a result of an injury or illness.
- 80.3.8. Where a member of the OSG normally works on shift, they can elect to undertake their OSG duties during their normal hours of work and on their normal platoon.

81. HEALTH AND SAFETY REPRESENTATIVES

- 81.1. To facilitate a safer working environment, in accordance with Government Policy any employee holding the position of health and safety representative or deputy health and safety representative shall be supplied with access to facilities such as telephones, computers, e-mail, notice boards and meeting rooms in a manner that does not adversely affect service delivery and work **requirements. FRV will also provide the necessary equipment agreed through the relevant OHS sub-committee for this function** including but not limited to briefcases, information folders, diaries.

82. GAMBLING, DRUG AND ALCOHOL REHABILITATION

- 82.1. **The parties recognise that firefighting often comes at a personal cost to employees. Accordingly, the parties will develop a gambling, drug and alcohol rehabilitation protocol for inclusion in FRV's Employees Assistance Program within the life of this Workplace Determination. This period can be extended by agreement.**
- 82.2. **This protocol will be developed and implemented through consultation under clause 18 during the term of this Workplace Determination.**
- 82.3. The protocol will include a confidentiality clause being that any disclosure by an employee under this program will be limited to an independent medical practitioner agreed between the UFU and FRV.
- 82.4. **The** program developed under this clause, or any similar program, is only for the assistance of the employee concerned and will not be designed or used for any punitive purpose.

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

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

83. TRANSITION TO RETIREMENT

83.1. The parties will meet expeditiously to develop parameters via consultation within two months from the commencement of this Workplace Determination for the purposes of transition to retirement arrangements.

83.2. Such arrangements must be agreed and cannot be the subject of arbitration via the FWC. If they are not agreed, there shall be no such arrangements.

83.3. The parties will develop implementation policies and parameters for Payment of accrued but untaken personal leave in advance incorporating but not limited to the following:

83.3.1. To enable an employee with a non-work related illness or injury who has not exhausted their accrued entitlement to personal leave under clause 107 Personal Leave to apply for payment of accrued but untaken personal leave in advance and early discharge/retirement on medical grounds.

83.3.2. An employee who makes an application under clause 83.3.1 must provide FRV with evidence from a Registered Medical Practitioner of the employee's choice, that the employee is either:

- a) unfit for all operational duties in FRV and is likely to continue to have no work capacity; or
- b) unfit to perform the inherent requirements of their substantive position and that the applicable medical limitations or restrictions are likely to be ongoing.

83.3.3. Subject to the employee satisfying the obligations under clauses 83.3.1 and 83.3.2, FRV will provide the employee with 21 days' notice of their discharge on medical grounds, subject to no conflict with the Workplace Injury Rehabilitation and Compensation Act 2013.

83.3.4. Where a notice of discharge on medical grounds is provided under clause 83.3.3 FRV will pay to the employee in a single payment upon termination of their employment:

- a) the amount the employee would have been paid had they taken all of their accrued but untaken personal leave up to a maximum of 52 weeks, calculated at the employee's rate of pay at the date of termination; and
- b) recreation leave (and any leave loading if applicable) and long service leave entitlements that the employee would have been entitled to but for this clause, had they taken all of their accrued but untaken personal leave up to a maximum of 52 weeks.

- 83.3.5. FRV must make a superannuation contribution for the benefit of the employee at the rate set out in this **Workplace Determination** for the period the employee would have been paid had they taken all of their accrued but untaken personal leave up to a maximum of 52 weeks.
- 83.3.6. The implementation arrangements will recognise the need to manage the process and policy having regard to the capacity of the FRV to facilitate such early discharge/retirement.

84. REST PERIOD AFTER OVERTIME

- 84.1. When overtime is necessary it must, wherever reasonably practicable, be so arranged that employees have at least 8 consecutive hours rest (excluding any time where the employee is required to drive) off duty between the work of successive shifts.
- 84.2. Any employee, who works so much overtime, between the termination of his or her work on one shift and the commencement of their ordinary work on the next shift, that they have not had at least 8 consecutive hours rest (excluding any time where the employee is required to drive) off duty between those times, must be released after the completion of the overtime, until the employee has had 8 consecutive hours rest (excluding any time where the employee is required to drive) off duty, without loss of normal pay for ordinary working time occurring during such absence or loss of overtime pay.
- 84.3. In case of employees covered by this **Workplace Determination** in the Division 3 Communications, Protective Equipment, ICS or Practical Area Drill Departments the period of time off duty before commencing work after the completion of overtime shall be 10 hours.
- 84.4. No employee shall work so much overtime that they work more than 18 hours consecutively, except by agreement between FRV, UFU and the employee concerned.
- 84.5. Any employee who works more than 16 hours consecutively shall also be entitled to a rest period of 8 hours but shall not suffer any loss of normal pay or loss of overtime pay as a consequence.
- 84.6. When professional / career firefighters have been actively involved in operational duties during their shift, and they are retained for duty to maintain minimum staffing levels for the oncoming shift, there is a need to monitor and address the health and safety of an individual or group of individuals (platoon).
- 84.7. To assist in managing employees under this clause there will be a need to modify their duties/activities to ensure fatigue in the workplace is minimized. The duties/activities may be restricted to operational duties in these circumstances. If the duties are modified then the Officer In Charge maybe notified.
- 84.8. The overriding principle is that unnecessary and/or non urgent duties/activities be rescheduled.
- 84.9. No employee shall be discriminated against because of the operation of this clause.

85. VICTORIAN FIREFIGHTER RECRUIT COURSE

- 85.1. The parties have developed and implemented the Victorian Firefighter Recruit Course for all professional/career recruit firefighter training. Any alterations to this training course will be done in accordance with clause 18 Consultation.
- 85.2. All professional/career recruit firefighter training will be delivered at the Victorian Emergency Management Training College (VEMTC) in Craigieburn or at an agreed and approved FRV training facility as implemented through consultation under clause 18 - Consultation.
- 85.3. All recruit firefighter courses will have a minimum of 12 instructors per course comprised of the following:
- 1 coordinator
 - 1 assistant coordinator
 - 10 instructors
- 85.4. FRV will aim to provide equal numbers of Division 2 and Division 3 instructors on each course (i.e. 5 Division 2 and 5 Division 3 per course). Where this cannot be achieved there must be a minimum of 3 Division 3 professional instructors per course.
- 85.5. The coordinator and assistant coordinator will be alternated equally between Division 2 and Division 3 Instructors across all recruit firefighter courses delivered.
- 85.6. Conditions of employment for all recruit coordinators, assistant coordinators and instructors will be standardised, without any disadvantage.
- 85.7. Recruits undertaking the Victorian Firefighter Recruit Course will be allocated as either a Division 2 Recruit Firefighter or a Division 3 Recruit Firefighter prior to commencement of the recruit course in accordance with their offer of employment.
- 85.7.1. A Recruit, depending on personal circumstances, may make a further application to be stationed within the geographical location as specified in clause 85.7.1 or clause 85.7.2. Such application will be determined on a case by case basis.
- 85.7.2. [Blank]
- 85.8. The numbers allocated as either Division 2 Recruit Firefighters or Division 3 Recruit Firefighters will be relative to attrition levels in each stream and intended commitments to additional firefighter ratios. It will also take into account the intention to achieve the allocation to staffing targets in the timeframes as outlined in the minimum staffing ratio clause 158 of Division 2 and clause 193 of Division 3.
- 85.9. Each recruit course will deliver agreed curriculum to all candidates as developed and in accordance with Clause 18 Consultation.
- 85.10. The provision of accommodation of recruits and professional instructors at VEMTC should be reviewed and considered in relation to distance/time travelled, without any disadvantage.

85.11. For reasons including employee health, safety and welfare and obligations to provide safe training standards, the parties will develop an additional two training facilities to provide necessary additional training capacity subject to government funding being received by FRV. The development of training facilities is subject to Clause 18 – Consultation. For the avoidance of doubt, the two training facilities for development are in addition to VEMTC Craigieburn and Burnley.

86. WATER FOR TRAINING

86.1. Due to health and safety, all training and skills maintenance will only be undertaken using potable standard water save for Marine Training. Training will not occur with any other standard of water.

87. COMMUNITY SAFETY

87.1. The parties will consult for the purpose of developing or considering new community safety initiatives or variations to existing initiatives with a view to continuing to maximising and enhancing community safety outcomes. This shall be done in accordance with clause 18 - Consultation.

87A WORKCOVER CLAIMS OFFICER

87A.1 FRV and UFU will establish a dedicated position, which will be known as a WorkCover Claims Officer, in accordance with clause 18 - Consultation.

87A.2 The WorkCover Claims Officer will support the management of WorkCover claims and participate in case management for employees who are covered by this Workplace Determination with active WorkCover claims.

87A.3 The WorkCover Claims Officer will derive from members of the Operational Support Group. FRV will provide the WorkCover Claims Officer with reasonable resources and agreed training to undertake the role.

87B WATER TANKERS

87B.1 FRV and UFU will within 3 months from the commencement of this Workplace Determination consult in accordance with clause 18 – Consultation about the need for Water Tankers to be reinstated in the response areas covered by all FRV Division 2 and Division 3 stations to ensure FRV personnel can access terrain and conduct early firefighting intervention.

88. SPECIALIST COURSES

88.1. The selection process for selecting personnel for specialist courses will be transparent and equitable. The determination of participants will have regard to the following three factors: need, time served and merit.

89. SKILLS MAINTENANCE FOR DAY WORKERS

89.1. Any Division 2 Firefighter and Division 3 Firefighter (except Division 2 ACFO's and Division 3 ACFO's) rostered on other than a 10/14 roster (or 12/12 roster in the case of Division 2 and Division 3 FSCC's) will be required to work at least 1 on-shift roster per annum at a fire station (or relevant workplace for Division 2 and Division 3 FSCC's) performing operational duties for which they are equipped for the purpose of skills maintenance unless otherwise agreed between the parties on a case by case basis.

- 89.2. To avoid doubt, all allowances applicable to the day workers will continue to be paid during periods of skills maintenance.

90. EMPLOYEE SUPPORT PROGRAMS

- 90.1. FRV will implement the following programs via the consultation clause of this **Workplace Determination**:

a) Health and Well Being Program

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

- i. Raising awareness of the problems
- ii. Creating and maintaining joint responsibility for agreed outcomes
- iii. Providing information on health, diet and exercises and implementing voluntary programs developed in these areas.

b) Lifestyle/Relationship Program

A program aimed at providing employees covered by this **Workplace Determination** with support/education in communication and relationship management skills. The content and delivery of this support will be the product of discussions with the UFU who will conduct focus groups of employees (at FRV's cost).

c) Career Counselling

A formal process and system whereby employees covered by this **Workplace Determination** can access, on an equitable and voluntary basis, senior management advice and support in relation to their careers and management development from management personnel who are agreed between the UFU and FRV and who are suitably qualified to provide such advice and support.

d) Financial Planning/Education Programs

A voluntary financial planning and education program for employees covered by this **Workplace Determination**. The program would be designed around the needs of those involved and enable them to better cope with the emerging trend in Government tax policies and increase their awareness of "wealth creation" strategies and opportunities.

- 90.2. FRV acknowledges the requirement of its employees to be encouraged in their endeavours to develop a rewarding and satisfying career.

A5 - WORKPLACES, UNIFORMS, EQUIPMENT AND APPLIANCES

91. EWP CHECKS

- 91.1. FRV will ensure that a process is in place whereby elevated work platform (EWP) checks are in place at the commencement of each shift for all aerial appliances.

92. EMAIL ACCESS

- 92.1. FRV will continue to ensure all employees who so wish have access to their FRV email outside of working hours.
- 92.2. FRV will also ensure all employees have an email address and access to their email at their work location during working hours.
- 92.3. FRV will ensure that all emails sent and received are secure.
- 92.4. FRV will provide payslips to all staff covered by this **Workplace Determination** via email.
- 92.5. In recognition of health and safety, FRV will not monitor or access employees' emails in any way. No person shall be given access rights to monitor or access employees' emails in any way except in the event of a personal emergency affecting that employee or as part of the normal maintenance of the IT system by IT professionals.

93. SURVEILLANCE/MONITORING

- 93.1. Surveillance or monitoring of employees or the surveillance or monitoring of any FRV activity or resources that incidentally captures employees by means of surveillance or monitoring devices shall not be utilised for any purpose other than for operational response or to protect the security of FRV employees or property and shall not be utilised for, relied upon or produced for any employee disciplinary purpose, adverse report, counselling purpose or termination of employment purpose.
- 93.2. No closed circuit cameras or similar surveillance device within the direct or indirect control of FRV may be installed in or near a work location/station or vehicle without the agreement of the employees who will or may be filmed and the parties to this **Workplace Determination**.
- 93.3. All FRV appliances will be fitted with GPS devices for operational response purposes. For the purpose of this clause a 'surveillance or monitoring device' includes but is not limited to a GPS or similar vehicle location/tracking device.
- 93.4. Where by agreement such devices are installed, the use of such devices will be in accordance with agreed protocols and any recorded material will be managed in accordance with the Privacy Act and by an employee determined by the UFU.

94. AMENITIES

- 94.1. FRV shall provide and maintain at each work location/station such amenities as have been or are agreed between the UFU and the employer to provide for the preparation and consumption of meals, refreshments, recreation, rest and recline.

- 94.2. To enable comfortable sleep during rest and recline, sufficient beds, mattresses, their covers and pillows shall be supplied to accommodate the number of employees on night shift at each station.
- 94.3. A notice board will be provided in each workplace for posting of Union notices.
- 94.4. Tea, coffee, milk, and sugar will be provided at each location. Facilities for preparing hot drinks shall be provided for all employees on duty outside the work location/station. Refreshments will be provided for employees on fire and/or salvage duty for three hours or more for which a break of thirty minutes shall be allowed.
- 94.5. FRV will supply and launder all bed linen.
- 94.6. FRV will ensure each FRV work location/station has Wifi internet connection and all employees at that work location/station will have access to such Wifi internet connection. All employees utilising FRV Wifi internet connection must comply with the relevant existing FRV Internet Policy that has been implemented or updated through consultation in accordance with clause 18 – Consultation.
- 94.7. Where FRV seeks to make changes to any amenities or access to communications, the consultation provisions of this **Workplace Determination** will apply and such changes will only occur by agreement between the parties.

95. INFRASTRUCTURE

- 95.1. The following infrastructure design agreements were agreed as between:
 - 95.1.1. The Union and the MFB (**Division 2 Infrastructure Agreement**); and
 - 95.1.2. The Union and the CFA (**Division 3 Infrastructure Agreement**).
- 95.2. FRV and the Union will abide by the applicable Infrastructure Agreement in all matters associated with work location infrastructure, including but not limited to, design, modification and construction.
- 95.3. The Division 2 Infrastructure Agreement and Division 3 Infrastructure Agreement each replace the respective Integrated Fire Station Design Guidelines 2004 as agreed between the Union and the MFB and the Union and the CFA. Agreed copies of the Division 2 Infrastructure Agreement and the Division 3 Infrastructure Agreement will be provided to the President of the FWC and placed on the file at the time the Workplace Determination is made. Each Infrastructure Agreement is incorporated as a part of this Workplace Determination.
- 95.4. The Division 2 Infrastructure Agreement shall apply to existing infrastructure which is the Duty Station/Work Location for one or more employees of FRV and which was controlled, owned or leased by the MFB immediately prior to the Establishment Date.
- 95.5. The Division 3 Infrastructure Agreement shall apply to existing infrastructure which is the Duty Station/Work Location for one or more employees of FRV and which was controlled, owned or leased by the CFA immediately prior to the Establishment Date.
- 95.6. The parties will modify each of the Division 2 Infrastructure Agreement and Division 3 Infrastructure Agreement to include work locations other than fire stations such as offices and training grounds within 6 months of the

commencement of this Workplace Determination. The Infrastructure Agreements for work locations other than fire stations standards shall be equivalent and comparable to the level of facility as provided for fire stations.

95.7. The applicable Infrastructure Agreement may only be varied or departed from where there is agreement between FRV and the UFU.

95.8. FRV and UFU will introduce a common schematic for harmonised FRV station design guidelines and will vary the current Infrastructure Agreements to reflect the agreed schematic design within 6 months of commencement of this Workplace Determination.

95.9. New work locations

95.9.1. FRV will adhere to and apply the applicable Infrastructure Agreement for the design and specifications of any work location/station built after the date of certification of this Workplace Determination, except as agreed between FRV and the UFU.

95.9.2. The identification of the applicable Infrastructure Agreement is to be the subject of consultation and agreement between FRV and UFU.

95.9.3. FRV will adhere to and apply the applicable 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 Workplace Determination, except as agreed between FRV and the UFU.

95.9.4. Deployment of staff to a particular work location shall not occur until infrastructure, furnishings, fittings, allowances and all deployment principles and matters have been agreed to in respect of that work location/station unless agreed between the parties.

95.9.5. No new co-located work locations shall be built after the date of commencement of this Workplace Determination, except as agreed between FRV and the UFU.

95.10. Existing Work Locations

95.10.1. FRV will adhere to and apply the applicable Infrastructure Agreement for the design and specifications of any modifications to any work location/station, except as agreed between FRV and the UFU.

95.10.2. Within the first 12 months of this Workplace Determination, FRV and the UFU will jointly review the amenities available at current work locations/stations and assess them against the applicable Infrastructure Agreement.

95.10.3. Any modifications to existing work locations will be in accordance with the applicable Infrastructure Agreement, except as agreed between FRV and the UFU.

95.10.4. FRV will use its best endeavours to modify existing work locations/stations so that they conform with the applicable Infrastructure Agreement. Any modifications will be by agreement between FRV and the UFU and will be completed during the life of this Workplace Determination.

- 95.10.5. Where beds, recliners or other furnishings are identified which reasonably require replacement due to wear and tear, or where beds, recliners or other furnishings are below a reasonable standard, in either case FRV will replace all such items.
- 95.11. FRV will provide appropriate facilities to ensure privacy for all employees at all locations, the minimum of such facilities being as already agreed with the UFU.
- 95.12. Where employees are required to stay or sleep in temporary accommodation, an allowance in accordance with sub-clause 95.14.2 shall be paid.
- 95.13. The parties recognise the increased risk to the safety and security of employees and the general public including the increased threat of terrorism. FRV will ensure safe and secure work locations and access to the work location will be determined via consultation to ensure that swipe access or keys for stations and other work locations are regulated. The Lockup Arrangements as set out in SCHEDULE 39 - Lockup Arrangements will be applied in all existing and future facilities.
- 95.14. No employee will be relocated or directed to relocate into temporary premises prior to there being agreement reached between FRV and the UFU as to:
- 95.14.1. any necessary temporary facilities and amenities;
- 95.14.2. an allowance of no less than **\$[to be inserted]** per attended day shift and **\$[to be inserted]** per attended night shift
- 95.15. No employee will be relocated or directed to relocate into any permanent premises (e.g. a new location, station or training college) prior to there being agreement reached between the parties as to all aspects and properties of the new location, including but not limited to allowances, the design of and facilities and amenities at the new location.
- 95.16.** Where a permanent relocation occurs, employees will be paid an allowance of no less than **\$[to be inserted]**.
- 95.16.1. This allowance will be paid on the following basis:
- 95.16.1.1. an allowance of **\$[to be inserted]** for the first 30 minutes of additional total daily travel time required or 30 kilometres additional daily distance or part thereof;
- 95.16.1.2. a further equivalent allowance of **\$[to be inserted]** for each additional 30 minutes or 30 kilometres or part thereof.
- 95.16.1.3. An exception to this is that no such allowance will be paid where the total additional distance to be travelled is ten kilometres or under.

96. ROSTERING ARRANGEMENTS & PROCEDURES

- 96.1. Provision of Rosters
- 96.1.1. FRV will provide electronic copies to the UFU of all rosters at the time of promulgation to employees.
- 96.2. Transfer Grievance Committee

- 96.2.1. This Committee shall hear and determine any transfer grievance brought before it by any employee covered by Part B of Division 2 or Part B of Division 3 who believes he/she has been unfairly treated because of a transfer.
 - 96.2.2. The Committee shall also hear and determine any transfer grievance brought before it by any employee covered by Part B of Division 2 or Part B of Division 3 regarding any decision to reject a mutual transfer/roster change.
 - 96.2.3. The Committee will consist of two employer and two employee representatives (UFU) with a FRV delegate in a bipartisan consultative capacity.
 - 96.2.4. Any transfer grievance must be notified to the Division 2 or Division 3 Commander, Emergency Response via email within two days of the transferee being notified of the roster change to which the transfer grievance relates. This notification to the Division 2 or Division 3 Commander, Emergency Response must detail all reasons for the transfer grievance.
 - 96.2.5. The Division 2 or Division 3 Commander, Emergency Response who receives the notification will forward this information to all members of the Transfer Grievance Committee with possible hearing dates.
 - 96.2.6. The Committee shall endeavour to meet seven days prior to the change of roster to which the transfer grievance relates, and will provide the transferee with reasonable notice of the meeting date.
 - 96.2.7. The outcome of the Committee meeting shall not prejudice in any way the transferee's ability to appeal to other areas.
 - 96.2.8. While the above procedures are being followed, work must continue in accordance with the existing situation or practice that existed immediately prior to the subject matter of the grievance or dispute occurring. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause.
- 96.3. Review of Rostering Arrangements & Procedures
- 96.3.1. The parties **will** review the Rostering Arrangements & Procedures contained within Division 2 and Division 3 of this **Workplace Determination** with a view to harmonising Rostering Arrangements & Procedures between Divisions.
 - 96.3.2. **Such review will occur within 12 months from the date of approval of this Workplace Determination.**
 - 96.3.3. **[Blank]**

A6 - WAGES, ALLOWANCES AND REMUNERATION

97. WAGE INCREASES

97.1. All employees covered by the terms of this Workplace Determination shall receive the following increase in wages. Such increase shall be paid in the following steps:

1 July 2025	3% increase
1 July 2026	3% increase
1 July 2027	3% increase
1 July 2028	3% increase

97.2. For the avoidance of doubt, the above wage increases are in addition to the current wage rates which included the administrative increases of 2.5% to the rates of all employees covered by the *Fire Rescue Victoria Operational Employees Interim Enterprise Agreement 2020* on:

97.2.1. 1 January 2020: 2.5%; and

97.2.2. 1 January 2021: 2.5%.

97.3. The rates to which employees are entitled at the relevant dates are contained in the appropriate parts of this **Workplace Determination**.

Lump sum payment

97.4. A one-off payment of 0.5% of an employee's annual wage will be made to all full-time employees covered by this Workplace Determination. The payment will be paid in the first full pay period after the Workplace Determination is made.

97.5. Any part-time and casual employees covered by the Workplace Determination will receive the one off payment set out in clause 97.3 above calculated on a pro rata basis.

98. RELATIVITIES

98.1. The relativities for the classifications and paypoints are set out in Clause 177 – Wages (Division 2) and Clause 215 – Wages (Division 3).

99. SALARY PACKAGING

99.1. During the term of this **Workplace Determination** the parties **will** continue to implement the salary packaging options currently available to employees in accordance with Government Guidelines which includes but is not limited to property related costs.

99.2. Employees covered by this **Workplace Determination** shall be entitled to salary sacrifice up to 50% of their wages including any overtime payments.

- 99.3. Employee payments on termination shall be based on their Superable Salary.

100. SUPERANNUATION

- 100.1. All employees covered by this **Workplace Determination** are deemed to be operational for the purposes of membership of Emergency Services Defined Benefits Scheme (ESDB Scheme). FRV will designate all employees covered by this **Workplace Determination** as operational employees for purposes of membership of the Emergency Services Superannuation Scheme and advise the Minister for Finance that they have been so designated for the purposes of compliance with the *Emergency Services Superannuation Act 1986*.

- 100.2. Immediately upon the approval of this Workplace Determination, the parties will establish a Superannuation Equity and Fairness committee and agree to discuss and pursue the following initiatives:

100.2.1. Increase of the defined benefit from 8.4 multiplier on death or retirement.

100.2.2. Re-allocating FRV contribution from ESDB Scheme to the employee as soon as the employee has reached the maximum defined benefit and continues his/her employment.

100.2.3. Increase of benefits for spouses or dependent children.

100.2.4. Reduction of Taxation implications.

100.2.5. More entitlements for retirees.

100.2.6. The repealing of the 1994 two year Final Average Salary provision.

100.2.7. Expanding of ESDB Scheme to include Emergency Service Workers and support staffs that are currently excluded.

100.2.8. The implications of changed community standards and the increase in the Superannuation Contribution Guarantee from 9% on July 2013 to 12%.

100.2.9. A technical fix to an issue concerning members who have reached their maximum benefit multiple and have attained age 65.

100.2.10. Introduction of retrospective disability claims.

100.2.11. Changes to temporary disability pensions rules.

100.2.12. Introduction of a transition to retirement pension.

100.2.13. Increased employer contributions to the ESSS accumulation fund.

100.2.14. Increased recognition of service while on unpaid maternity leave; and

100.2.15. Increased death and disability benefits.

100.2.16. Removal of legislative provisions that penalise employees exiting the fund prior to age 50.

100.2.17. Ability for moving defined benefit amount to an accumulation fund after reaching the maximum multiplier.

100.2.18. Retrospective application or compensation re family law issues.

100.2.19. Other changes as agreed by the Superannuation Equity and Fairness Committee.

100.2.20. The committee may comprise, in addition to FRV and UFU, relevant stakeholders including representatives from other emergency services and unions and Government. There shall be equal representation between FRV and the unions.

100.3. Employees may salary sacrifice any employee contribution to ESSS. This will be done in accordance with Government Guidelines and the relevant State Government legislation as long as this does not remove the entitlement to salary sacrifice. Employee contributions towards ESSS capable of being salary sacrificed will be taken from an employee's gross wage, not their net wage.

101. PAYMENT OF OVERTIME

101.1. FRV will pay all overtime in a timely manner. To avoid doubt, a timely manner is no more than three weeks from when the overtime was performed.

101.2. If there are delays in administering the payment of approved overtime in a timely manner FRV will consult under clause 18 to address the problem. In absence of any resolution, the matter may be referred to the FWC for conciliation and arbitration by agreement between the parties to the dispute in accordance with Clause 24 – Dispute Resolution.

101.3. For the avoidance of doubt, clause 101.2 does not affect the rights of the UFU to make application for breach of this **Workplace Determination**. Both Parties reserve all rights to make any submissions with respect to penalties for breach of the **Workplace Determination** in the event such application is made.

102. CHILDCARE

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

103. JOURNEY ACCIDENT COVER

103.1. FRV shall provide all employees covered by this **Workplace Determination** with Journey Accident Insurance to and from work to ensure that:

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

103.1.2. all medical expenses are met.

103.2. To avoid doubt, journey accident cover includes the first week of any TAC journey to and from work and/or work related claim.

103.3. FRV will meet the cost of any damage to an employee's vehicle equal to any excess payment the employee is required to make under their own comprehensive vehicle insurance, where the damage is incurred whilst the employee is using the vehicle for, or in connection with, approved work purposes including coming to and from work.

103.4. Other claims related to additional incidental costs will be considered on a case by case basis.

103.4.1. 'Vehicle' for the purpose of this clause includes a car (including a motor car, station wagon, van, utility truck or similar vehicle), motorcycle or bicycle, but does not include a boat, caravan, trailer or any other item towed by a vehicle.

104. ALLOWANCES AND REIMBURSEMENTS GENERAL

104.1. The monetary amounts of the allowances provided for in this Division set out in SCHEDULE 4 - Division 1 Allowance shall be paid in accordance with Australian Tax Office legislation. However, in the case where an Employee received less than the net amount stipulated in SCHEDULE 4 - Division 1 Allowances the parties agree to have discussions regarding the reduced quantum. Each party reserves their rights to pursue any reduction in net entitlements in accordance with the above so no employee is disadvantaged.

104.2. All allowances will increase by [to be inserted]% from the date of commencement of this Workplace Determination.

104.3. In accordance with existing practice any claim for additional allowance, new allowance, or increase to an existing allowance, will be referred to FWC for conciliation if the parties are unable to agree. The parties reserve their rights to put their respective positions (to avoid doubt, this clause applies despite the no extra claims clause).

104.4. The methods of payments for individual allowances will continue as per the custom and practice for payments of allowances. Any changes to methods of payments, including implementation of any such changes, shall only occur in accordance with Clause 18 – Consultation.

104.5. Meal Allowance

104.5.1. An employee entitled to a meal allowance where specified shall receive an allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

104.5.2. Where overtime is worked for two hours or more before or after a rostered shift, a meal allowance will be paid for every meal except when FRV provides a suitable meal.

104.5.3. If a call back for a Division 3 Practical Area Drill employee exceeds four hours, a meal allowance for each meal shall be paid except when FRV provides a meal.

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

104.5.4.1. on day duty: two meal allowances if work commences before 1000 hours and continues for more

than two hours; one meal allowance if work commences after 1000 hours and continues for more than three hours.

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

104.5.5. An employee retained on duty within the meaning of clause 174.5 for Division 2 Employees or clause 212.5 for Division 3 Employees shall receive a meal allowance and if the period of retention exceeds two hours the employee shall receive a further meal allowance and continue to receive a meal allowance at the end of each additional two hour period worked.

104.5.6. Where an Employee's normal meal break is delayed for a period exceeding 30 minutes, except for reasons specified in clause 104.5.6 without two hours prior notice, the employee shall be paid a meal allowance.

104.5.7. Where an Employee is required to work on a fire call or salvage/watching duty for three hours or more, which includes a period of a normal meal break, a meal allowance shall be paid.

104.5.8. An Employee entitled to a meal allowance other than those specified in the Division 3 Personal Expenses and Accommodation Agreement at SCHEDULE 29 - shall receive an allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

104.6. Spoilt Meal Allowance

104.6.1. An employee whose meal is interrupted because of response to an emergency call shall receive an allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

104.7. Motor Vehicle / Kilometre Allowance

104.7.1. Employees entitled to a mileage or motor vehicle allowance in this **Workplace Determination** will receive a Motor Vehicle / Kilometre allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

104.8. Tollway Reimbursement

104.8.1. Tolls incurred during the course of employment including travel to and from home for overtime or to attend alternative work location [however this does not include normal travel to and from work] will be reimbursed by FRV.

104.9. Driving licence fee reimbursement

104.9.1. All Employees shall be reimbursed their driving licence fee.

104.10. First Aid Allowance

104.10.1. A holder of a current recognised first aid certificate shall receive an allowance in accordance with SCHEDULE 4 - Division 1

Allowances. With respect to Division 3 employees employed as at the commencement of this **Workplace Determination**, this allowance is separate and independent from the EMR Allowance.

104.11. Representation Reimbursement

104.11.1. FRV shall reimburse employees who attend, give evidence or participate in proceedings in any Commission, Court, Tribunal, or any other body, provided that the proceeding or the requirement to attend or participate in the proceeding relates to or is in the course of the employee's employment. The amount of the representation reimbursement shall be capped for the life of the **Workplace Determination** at **\$[to be inserted]** unless FRV approves a higher amount. This clause does not apply to representative costs incurred by an employee in relation to an action by or on behalf of any employee against FRV.

104.12. Language Allowance

104.12.1. Where Employees who are qualified as per sub-clause 104.12.2, communicate with members of the public in a language other than English then such employees who are in a position of direct contact with speakers of a language other than English spoken by the employee, including Deaf Oral Language or Deaf Sign Language, shall be paid an allowance in accordance with SCHEDULE 4 - ALLOWANCES. This allowance shall be paid fortnightly in addition to the salary or wage.

104.12.2. Employees must have passed the National Accreditation Authority for Translators and Interpreters (NAATI) Language Aide Test, or a higher level NAATI test, or are recognised by NAATI to possess equivalent proficiency. A Language Aide is qualified to deal with routine or common enquiries.

104.13. Long Hours Assistance

104.13.1. Where an Employee considers it is not safe for them to drive after they have finished working, FRV will:

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

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

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

104.14. After Hours Allowances

104.14.1. Availability Allowance

104.14.1.1. All extra claims or change regarding on call arrangements, including rosters, must be subject to the consultation process in clause 18.

104.14.1.2. Employees appointed or allocated to Regions, Stations and Departments not working the 10/14 shift roster (or 12/12 in the case of FSCC's) who are required to be available after working hours to deal with operational matters shall receive an allowance in accordance with SCHEDULE 4 - Division 1 Allowances to be counted for all purposes. In the case of employees covered by Part C of Division 2 and Part C of Division 3 of this **Workplace Determination**, the allowance shall be paid in accordance with SCHEDULE 4 - Division 1 Allowances regardless of the roster they are working. For the avoidance of doubt, Employees working in the State Fire Investigation Unit and required to be available or notify that they are available after working hours to undertake Fire Investigation and Analysis shall receive this allowance.

104.14.1.3. In the event of an employee covered by sub-clause 104.14.1.2 being required to attend an operational incident, the time back on duty will be counted as part of their average hours per week.

104.14.2. After Hours Disturbance Allowance

104.14.2.1. Employees will not be contacted by FRV whilst on annual, long service, personal or accrued leave, other than in exceptional circumstances as agreed between the UFU and FRV.

104.14.2.2. Any Employee who is contacted about any work related matter by an employee, or representative of FRV at a time not specified in sub-clause 104.14.2.1 above but when they are not being paid to be at or available to work or who is required to contact someone else about any work related matter at a time when the employee is not being paid to be at or available to work, shall be paid by FRV an after-hours disturbance allowance of an amount equivalent to:

104.14.2.2.1. A minimum of one hours' pay at ordinary rates for each discrete contact (anything in excess of one hour shall be paid at double time).

104.15. Temporary Work Location Allowance

104.15.1. In recognition of the inconvenience and alteration to their work environment, all Employees whose work location is refurbished, altered or redeveloped or whose work area is moved to a temporary location in order for such work to be completed will be paid an allowance in accordance with SCHEDULE 4 - Division 1 Allowances for all such time worked.

104.16. Payment of Allowances

104.16.1. FRV will pay for any allowance, any Variation Voucher or any request for reimbursement of expenses in a timely manner. To avoid doubt, a timely manner is no more than three weeks from when the work was performed or expense was incurred.

A7 - TYPES OF LEAVE

105. INTERACTION WITH NATIONAL EMPLOYMENT STANDARDS

- 105.1. It is intended that the provisions in this **Workplace Determination** relating to leave will supplement any rights any employee has under the National Employment Standards.
- 105.2. For the purposes of the NES a shift worker is an employee:
 - a) who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and
 - b) who is regularly rostered to work on Sunday and public holidays.

106. IMMEDIATE FAMILY OR HOUSEHOLD

- 106.1. For the purpose of this **Workplace Determination**, including clause 129.2 - Definitions, the term “spouse” includes domestic partners of the same sex.
- 106.2. The entitlement to carer’s or Compassionate leave is subject to the person in respect of whom the leave is taken being either:
 - 106.2.1. a member of the employee’s immediate family; or
 - 106.2.2. a member of the employee’s household.
- 106.3. The term immediate family includes:
 - 106.3.1. spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee; and
 - 106.3.2. child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild, niece, nephew or sibling of the employee or spouse of the employee.
- 106.4. The provisions relating to carer’s leave, Compassionate leave and pressing necessity leave are intended to supplement any rights under the NES that an employee may have to paid carer’s leave, unpaid carer’s leave or compassionate leave.

107. PERSONAL LEAVE

- 107.1. Amount of paid personal leave
 - 107.1.1. Paid personal leave is available to an employee when he or she is absent due to:
 - 107.1.1.1. personal illness or injury (sick leave); or
 - 107.1.1.2. for the purposes of caring for an immediate family or household member that is sick or requires the employee’s care and support (carer’s leave); or
 - 107.1.1.3. Compassionate on the death of an immediate family or household member (Compassionate leave).

107.1.2. The amount of additional personal leave to which an employee is entitled depends on how long he or she has worked for FRV and accrues as follows:

107.1.2.1. Employees who work 42 hours per week as per clause 144 of Division 1, clause 159 of Division 2 and clauses 205, 207, 208, 218.8 of Division 3.

107.1.2.2. Employees who work 38 hours per week as per clause 182 of Division 2 and clauses 220, 236, 246 and 259 of Division 3.

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

Division 2 and clauses 220, 236, 246 and 259 of Division 3.

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

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

107.1.3. Any unused personal leave will accrue each year.

107.1.4. In light of past problems with systems, FRV will not seek any form of leave evidence for employees where the leave has occurred, 5 weeks has passed and FRV forms a view that evidence is required or was not provided.

108. SICK LEAVE

108.1. Definition

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

108.2. Entitlement

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

108.2.1. Employees who work an average 42 hours per week

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

108.2.2. Employees who work 38 hours per week

Length of time worked for FRV	Sick leave days
On commencement	15
On completion of one years' service and each year of service thereafter	15

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

Duration of absence	Deduction
Up to ¼ of a shift/day absent	No deduction
Between more than ¼ and ½ of a shift/day absent	¼ shift/day deducted
Between more than ½ and ¾ of a shift/day absent	½ shift/day deducted
¾ of a shift/day absent	¾ shift/day deducted

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

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

108.3.3. An employee will be granted out of their sick leave entitlement leave of absence, provided they furnish a certificate from a registered practitioner (known as a medical certificate), including but not limited to the following: a registered dentist, doctor, pharmacist, podiatrist, psychiatrist, nurse or midwife, practitioner registered by

the Chinese Medicine Registration Board of Victoria, naturopath, myotherapist, physiotherapist, chiropractor, osteopath, optometrist or a psychologist.

108.4. Notice

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

The notice must include:

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

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

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

108.5. Evidence supporting claim

108.5.1. An employee shall be entitled to two days sick leave per week without a requirement to provide any evidence.

108.5.2. An employee shall not be entitled to more than two days sick leave without a medical certificate or a statutory declaration in any week, however FRV may grant such leave without requiring evidence.

108.5.3. If the number of days during which such employees are absent in any one week without a medical certificate or a statutory declaration exceeds two days per week, the number of days absence in excess of two may at the election of the employee, be deducted from their annual leave or leave without pay.

108.6. Sick leave for other purposes

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

An employee is entitled to take sick leave for absences to attend medical appointments with a registered practitioner including but not limited to the following: a registered dentist, doctor, pharmacist, podiatrist, psychiatrist, nurse or midwife, practitioner registered by the Chinese Medicine Registration Board of Victoria, naturopath, myotherapist, physiotherapist, chiropractor, osteopath, optometrist or a psychologist.

108.7. The effect of worker's compensation

If an employee is receiving worker's compensation payments, he or she may elect to also utilise part of their sick leave to top up the difference between the quantum of the worker's compensation payments and the employees total wage.

108.8. The effect of public holidays

A public holiday observed during any period of personal leave (including but not limited to sick leave) of an employee entitled to public holidays, as

prescribed by clause 116 - Public Holidays, shall not be regarded as part of the leave.

108.9. The effect of annual leave

An employee who becomes entitled to take personal leave (including but not limited to sick leave) during a period of annual leave will be recredited annual leave for the duration of such personal leave subject to meeting evidence requirements under the personal leave clause.

108.10. Suitable Duty Days

Employees who are injured as a result of a non-work related injury can attend work to perform suitable duties under the OSG clause. Such employees will not count as part of minimum staffing targets.

109. CARER'S LEAVE

109.1. Paid leave entitlement

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

109.2. Notice required

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

109.2.2. The notice must include:

109.2.2.1. The relationship to the employee of the person requiring care and support.

109.2.2.2. The reasons for taking such leave; and

109.2.2.3. The estimated length of absence.

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

109.2.4. To avoid doubt, notice may be given for a person who requires care and support for an ongoing and/or intermittent basis.

109.3. Evidence supporting claim

109.3.1. An employee shall not be entitled to more than a total of five days carers leave without medical certificate or statutory declaration in any one year.

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

109.4. Unpaid leave

- 109.4.1. An employee may take unpaid carer's leave for a single continuous period or for any separate periods.
- 109.4.2. An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this clause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.

109.5. Additional leave

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

110. COMPASSIONATE LEAVE

- 110.1. An employee is entitled to four days Compassionate Leave on any occasion on which a member of the employees' immediate family or household in Australia dies or when the death occurs outside Australia and the employee travels outside Australia to attend the funeral.
- 110.2. In circumstances not covered under this clause, leave to attend the funeral of other family members shall be considered at the discretion of FRV. All applications will be treated in an equitable and consistent manner.
- 110.3. The first three days entitlement to Compassionate leave in any one year which an employee takes (as Compassionate leave or carer's leave) shall be deducted from that employee's entitlement to personal leave under sub-clause 108.2. If an employee has insufficient entitlement to personal leave for any of their first three days the number of days for which that entitlement is insufficient shall be deducted from the employee's next years' entitlement to Compassionate leave. Any subsequent taking of Compassionate leave during that twelve month period shall not be deducted from that employee's personal leave entitlement.
- 110.4. Compassionate Leave is available to be taken up to and including the day after the funeral.
- 110.5. Additional unpaid Compassionate leave may be granted by agreement between FRV and the employee concerned.

111. PRESSING NECESSITY LEAVE

- 111.1. Leave of absence for four shifts (or 4 days for employees not on shift) on full pay shall be granted to any employee on each occasion on account of

the injury or illness of his or her immediate family or household or in any other case where in the opinion of FRV special circumstances exist.

- 111.2. Where in circumstances or in respect of a period not provided for in sub-clause 111.1 FRV is satisfied that, on account of pressing necessity, leave should be granted to an employee FRV shall grant such leave on full pay.
- 111.3. Where an application for leave in accordance with this clause is declined a grievance in relation to the refusal to grant leave may be initiated by a member of BCOM (or nominee) for review by the Manager, Personnel (or nominee). It is the intention of the parties that the respective nominees shall be the same person on each occasion to ensure consistency and confidentiality.

112. CULTURAL & CEREMONIAL LEAVE

- 112.1. The parties to this **Workplace Determination** recognise and value the cultural diversity of all Employees and therefore shall provide the opportunity for Employees who are required to observe days of cultural ceremonial and/or religious significance.
- 112.2. Where attendance requires time away from work, Employees may apply for any accrued leave to which they may be entitled and shall have reasonable access to time in lieu.

113. FAMILY VIOLENCE

113.1. General Principle

That FRV recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

Therefore, FRV is committed to providing support to staff that experience family violence.

113.2. Definition of Family Violence

FRV accepts the definition of Family violence as stipulated in the Family Violence Protection Act 2008 (Vic). And the definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

113.3. General Measures

- 113.3.1. Proof of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, District Nurse, Maternal Health Care Nurse, a Family Violence Support Service or Lawyer.
- 113.3.2. All personal information concerning family violence will be kept confidential. Information will not be kept on an employee's personnel file without their express written permission.

- 113.3.3. Understanding the traumatic nature of family violence, FRV will support their employee if they have difficulties performing their tasks at work.
- 113.3.4. FRV will identify a contact agreed to with the UFU in human resources, union delegate or go to person who will be trained in family violence and privacy issues, for example, training in family violence risk assessment and risk management. FRV will advertise the name of the contact.
- 113.3.5. An employee experiencing family violence may raise the issue with their immediate supervisor, their union delegate/shop steward or the consolidated service contact point (as per sub clause 113.3.4).
- 113.3.6. Where requested by an employee, the contact person will liaise with the employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub clauses 113.4 and 113.5.
- 113.3.7. FRV and UFU will develop agreed guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.
- 113.4. Leave
 - 113.4.1. An employee experiencing family violence will have access to such paid special leave for medical appointments, legal proceedings and other activities related to family violence, as required. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
 - 113.4.2. An employee who supports a person experiencing family violence may take carers leave to accompany them to court, to hospital, or to mind children.
- 113.5. Individual Support
 - 113.5.1. In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, FRV will approve any reasonable request from an employee experiencing family violence for:
 - 113.5.1.1. appropriate changes to work arrangements and location in accordance with this **Workplace Determination** and/or
 - 113.5.1.2. a change to their telephone number or email address to avoid harassing contact.
 - 113.5.2. An employee experiencing family violence will be referred to the appropriate support services/agencies and/or other local resources.

- 113.5.3. An employee that discloses to the consolidated service contact point or their supervisor that they are experiencing family violence will be given a resource pack of information of current support and referral services.
- 113.6. No employee shall be dismissed or injured in their employment or have their position altered to their prejudice or be subject to any other act to their prejudice by reason of or for reasons that include the reason of:
 - 113.6.1. their attendance or performance at work suffering as a result of experiencing family violence.

114. ACCIDENT PAY

- 114.1. An employee absent from work on account of any injury or illness arising out of or in the course of employment shall be entitled to leave of absence for up to 104 weeks while being entitled to Workers Compensation without reducing his or her sick leave entitlements. During the period of absence, the employee shall be paid the difference between his or her total wage and such compensation.
- 114.2. The period of 104 weeks may be extended by agreement between the parties, depending on circumstances on a case by case basis.
- 114.3. During this period, employees will be paid all allowances and entitlements which they would have been paid had the injury or illness not occurred.

115. SPECIAL SICK LEAVE

- 115.1. Where FRV is satisfied that an injury or illness of an employee with at least six months' service is directly attributable to or is aggravated by his or her service in an armed conflict with the Defence Forces of the Commonwealth of Australia or other Defences Forces as agreed between FRV and UFU, such employee may, apart from any sick leave which may be standing to his or her credit, be credited with special leave with full pay amounting to fifteen shifts for shift workers or fifteen days for day workers (whichever is the greater) in respect of each year of service. Such leave shall be cumulative, provided that the total of such accumulated leave standing to his or her credit shall not at any time exceed 100 shifts for shift workers or 100 days for day workers (whichever is the greater).
- 115.2. If any employee is certified to be suffering from pulmonary tuberculosis, Acquired Immune Deficiency Syndrome, or other infectious disease, leave of absence may be granted on the following terms, viz., six months on full pay and three months on half pay. Any leave so granted in excess of the amount standing to his or her credit shall not be regarded as a debit against the employee. On his or her resumption of duty, such employee shall be entitled to a total initial credit of not less than sixteen days on full pay and sixteen days on half pay.
- 115.3. Upon report by a qualified medical practitioner that, by reason of contact with a person suffering from a contagious or infectious disease and through the restrictions imposed by law in respect of such disease, an employee is unable to attend for duty, FRV may grant the employee special leave of absence with pay. Such leave of absence shall not be granted for any period beyond the earliest date at which it would be

practicable for the employee to resume duty having regard to the restrictions imposed by law.

116. PUBLIC HOLIDAYS/RECOGNISED DAYS

- 116.1. Employees other than on shift employees shall be entitled to the following public holidays without deduction of pay:
 - 116.1.1. New Years Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Sovereigns Birthday, Labour Day and Melbourne Cup Day.
 - 116.1.2. Provided that another day may be substituted for Melbourne Cup Day if mutually agreed upon by FRV and the majority of employees in each of the country areas affected.
 - 116.1.3. When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
 - 116.1.4. When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
 - 116.1.5. When New Years Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
 - 116.1.6. Where public holidays in Victoria are declared or prescribed on days other than those set out above, those days shall constitute additional holidays for the purpose of this **Workplace Determination**.
 - 116.1.7. An employee by agreement with FRV may substitute another day for any public holiday prescribed in this clause.
- 116.2. Employees who agree to be rostered and working on the above days (including being rostered onto Special Rosters under clauses 183 of Division 2 and 221 of Division 3), inclusive of Recruit to Commander classifications, will receive 10 hours accrued leave or double time at the employees election.
- 116.3. Where any public holidays occur in addition to those explicitly referred to in this clause, all shift work employees shall each year be provided an additional 12 hours accrued leave (whether rostered to work on the specific day or not) and non-shift workers shall be entitled to the public holiday without deduction of pay.

117. LONG SERVICE LEAVE

- 117.1. An employee accrues long service leave in accordance with the FRV Act and/or Recognised Service within the meaning of clause 117.3. An employee is entitled to take pro rata long service leave after 7 years' service and/or Recognised Service.
- 117.2. If there is a change to the FRV Act that results in any reduction to the entitlement to long service leave for any Employee, the Parties will discuss the matter via Clause 18 – Consultation. In the interim, the

entitlement to long service leave as it existed prior to any reduction shall continue to apply.

117.3. Meaning of Recognised Service

117.3.1. For the purposes of this clause, the following will be Recognised Service:

117.3.1.1. Any service with a State, Commonwealth or Territory of Australia Government Department or Public Service authority including but not limited to the Australian Defence Force; or

117.3.1.2. Any service with a public entity under the Public Administration Act 2004 (Vic); or

117.3.1.3. Any service with a local governing body that is established by or under a law of Victoria.

117.3.2. In addition to the above, for the purpose of this clause the employer may treat as Recognised Service any service with:

117.3.2.1. A local governing body of the Commonwealth, a State other than Victoria or a Territory of Australia;

117.3.2.2. Any other body as implemented through Consultation under clause 18;

117.3.2.3. Any authority, whether incorporated or not, that is constituted by or under a law of a State, the Commonwealth or Territory of Australia and for a public purpose.

117.3.3. Recognised Service does not include:

117.3.3.1. A period of service which preceded a continuous gap in approved Recognised Service of greater than twelve months other than:

117.3.3.2. An absence of three years or less in the nature of retirement occasioned by disability; or

117.3.3.3. An absence of two years or less which in the opinion of the Employer was caused by special circumstances; or

117.3.3.4. An absence from duty on unpaid parental leave occurring before 1 January 2019; or

117.3.3.5. An absence from duty on unpaid parental leave in excess of 52 weeks and occurring on or after 1 January 2019; or

117.3.3.6. A period of service, except to the extent (if any) authorised by the Employer, during any other absence on leave without pay not including periods of service during which an employee is in receipt of

weekly payments of compensation under the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) or any corresponding previous enactment; or

117.3.3.7. A period of service which followed the date on which a pension under the State Superannuation Act 1988 (Vic) (or similar provision applying to Employees on the staff of a declared authority) became payable by reason of retirement on the ground of disability, other than a period not exceeding twelve months during which a pension under section 83A(1) of that Act (or similar provision applying to Employees of a declared authority) was paid;

117.3.3.8. A period of service from which the Employee was dismissed for disciplinary reasons; or

117.3.3.9. A period of service that would otherwise be Recognised Service if that service was carried out by an employee whose employment commenced with FRV before 1 July 2020.

117.3.4. Employees who are outside of the timeframe specified in clause 117.3.3.9 will be dealt with on a case by case basis.

117.4. Subject to the provisions of the *Fire Rescue Victoria Act 1958* (Vic), an Employee is not entitled to long service leave (or payment for long service leave):

117.4.1. For a period of service for which a different employer or previous employer was obliged to grant long service leave (or payment for long service leave) to the Employee; or

117.4.2. Where the Employee has received long service leave (or payment in respect of long service leave) from a different employer or previous employer).

117.5. For the avoidance of doubt, clause 117.4 does not affect any Long Service Leave entitlements accrued by employees who transferred from CFA or MFB to FRV under the Firefighters' Presumptive Rights Compensation and Fire Services Legislation Amendment (Reform) Act 2019.

117.6. An employee is entitled to take some or all of their Long Service Leave at half the rate of pay that they would ordinarily be entitled to. Such request shall not be unreasonably withheld and is at the discretion of a Deputy Commissioner. All applications will be treated in an equitable and consistent manner. In the event of the application being declined the matter may be referred for resolution in accordance with the dispute resolution process.

117.7. To avoid any confusion, this shall only reduce the employee's Long Service Leave entitlements by half of what it would be reduced by had they taken their Long Service Leave at full pay. (For example, an

employee who had 3 months' Long Service Leave could take 2 months at half-pay – meaning four months away from work – and be left with 1 month's long service leave entitlement.)

- 117.8. Any long service leave taken on half pay will have no effect on the final average salary of an employee over the last two years of their employment.
- 117.9. To facilitate work life balance, that via the attendance management committee, the current practice of allowing employees to access up to 4 days per year of their long service leave entitlement as individual days will continue.
- 117.10. This will be facilitated by the operation of a leave database where employees select days for leave. Available leave will be viewable to employees and leave will automatically be granted on application so long as a vacancy as per sub-clause 117.11 exists.
- 117.11. The following number of persons will be able to utilise their leave on any one shift in accordance with each Rank:
- 117.11.1. Division 2 and Division 3 Firefighters and Leading Firefighters - 10 Division 2 and 10 Division 3 per shift
- 117.11.2. Division 2 and Division 3 Officers (SO, SSO) - 5 Division 2 and 5 Division 3 per shift
- 117.11.3. Division 2 and Division 3 Commanders - 2 Division 2 and 2 Division 3 per shift
- 117.11.4. Division 2 ACFO's and Division 3 ACFOs- 1 Division 2 and 1 Division 3 per shift
- 117.11.5. Division 2 and Division 3 FSCC's – 2 Division 2 and 2 Division 3 per shift
- 117.11.6. Additional days may be considered based on personal circumstances on a case by case basis.
- 117.11.7. The above entitlement should not be used as a precedent for any diminishment or abolishment of long service leave entitlement.
- 117.12. In exceptional circumstances based on genuine welfare needs, employees are entitled to cash out any accrued long service leave. All applications will be treated in an equitable and consistent manner. In the event of the application being declined the matter may be referred for resolution in accordance with the dispute resolution process contained within clause 24.

118. ACCRUED LEAVE

- 118.1. Where accrued leave (excluding the following: yearly accrual of annual leave, personal leave and long service leave) is provided under this Workplace Determination it will also be administered via the database in below clause whereby any accrued leave (including but not limited to time in lieu in accordance with this Workplace Determination) may be taken on

application through the leave database system. Such leave will not be limited per year. Accrued leave may also be taken in accordance with any other provisions set out in this **Workplace Determination**.

- 118.2. This will be facilitated by the operation of a leave database where employees select days for leave. Available leave will be viewable to employees and leave will automatically be granted on application so long as a vacancy as per sub-clause 118.3 exists.
- 118.3. The following number of persons will be able to utilise their leave on any one shift in accordance with each Rank:
 - 118.3.1. Division 2 and Division 3 Firefighters (Level 1 through to Leading) - 10 Division 2 and 10 Division 3 per shift
 - 118.3.2. Division 2 and Division 3 Officers (SO, SSO) – 5 Division 2 and 5 Division 3 per shift
 - 118.3.3. Division 2 and Division 3 FSCC's – 2 Division 2 and 2 Division 3 per shift
 - 118.3.4. Division 2 and Division 3 Commanders - 2 Division 2 and 2 Division 3 per shift
 - 118.3.5. Division 2 ACFO's and Division 3 ACFOs- 1 Division 2 and 1 Division 3 per shift
- 118.4. Accrued leave for employees not on shift, is not subject to the database referred to above.

119. WORKING & SICK LEAVE WHILE ON OTHER LEAVE

- 119.1. No employee covered by this **Workplace Determination** will be allowed to work for FRV during any period of Recreation/Annual leave including long service leave except in circumstances which have been agreed between the employee, the UFU and FRV which includes but is not limited to employees participating in consultation processes, FWC proceedings or major emergencies on agreement between the employee, the UFU and FRV on a case by case basis and where the employee agrees on the specific circumstance. Where work is agreed and worked during leave under this clause, employees shall be recredited the leave and be paid recall provisions or the leave shall be treated as having been suspended and work performed on recall.
- 119.2. Any employee who uses Compassionate leave or sick leave during a period of Recreation/Annual leave or long service leave shall extend the Recreation/Annual leave or long service leave or shall be recredited for the period of time he/she is on Compassionate leave and/or sick leave.
- 119.3. An employee who uses sick leave of one tour/week or more while on Long Service Leave shall extend the Long Service Leave or shall be recredited by the period of time he/she is on Sick Leave.
- 119.4. Where leave is extended under this clause, the recredited leave will be applied only to rostered days and not days off. For the avoidance of doubt, if leave is extended, the employee will continue on annual or long

service leave for the number of days taken off for compassionate or sick leave additional to any days where the employee is not rostered to work.

- 119.5. This clause applies in addition to any NES entitlement.

120. INDUSTRIAL TRAINING AND UNION LEAVE

- 120.1. On the provision of notice by either the employee or the UFU, an employee who has been nominated by the UFU to attend a trade union training course shall be granted leave of absence on full pay for up to five days in any one calendar year or to ten days subject to the total leave for that year and in the subsequent year not exceeding ten days, provided the training is likely to contribute to a better understanding of industrial relations by the employee.
- 120.2. On the provision of notice by either the employee or the UFU, an employee who has been nominated by the UFU to attend a trade union/OH&S/industrial relations related meeting or conference shall be granted additional leave.
- 120.3. In recognition of FRV's operational requirements, the period of notice for leave in this clause is two weeks. For the avoidance of doubt, employees may only be recalled to duty by agreement between the employee and FRV. Leave will also be granted with less than two weeks' notice, provided there is no serious operational impact that cannot be remedied with recall.
- 120.4. Upon election as a Health and Safety representative (including Deputy), an employee shall be granted leave of absence on full pay for up to five days, as soon as practicable after appointment to attend an introductory Health and Safety Representative's Course which has been approved by an appropriate Occupational Health and Safety Authority.
- 120.5. An employee will be paid for attending any training or meeting referred to in this clause. If the employee is rostered on, the employee will be granted time off without loss of pay.
- 120.6. Leave under the provisions of clause 120.1 is in addition to leave under provisions of clause 120.4.

121. STUDY LEAVE

- 121.1. Study leave with pay shall be approved for employees undertaking courses of study approved by FRV. Such approval shall not be unreasonably withheld.
- 121.2. Leave without pay in addition to the paid study leave may be granted to employees upon application to FRV.
- 121.3. FRV shall grant an employee leave with pay for preparation and attendance and travel necessary for any examination or presentation ceremony associated with an approved course of study.
- 121.4. Reimbursement of the costs of such courses including fees and books shall be met by FRV on successful completion of each module/subject.

- 121.5. At all times leave is subject to work requirements and determined on that basis. Leave once granted cannot be revoked.
- 121.6. No employee may be directed to interrupt study leave once granted to perform work for FRV during their period of study leave.

122. DEFENCE FORCE LEAVE

- 122.1. Leave of absence with pay shall be granted for twenty days in any year to any employee who is a voluntary member of the Reserve Forces for the purpose of attending Reserve Training Days, and any additional days a year for the same purpose on the certification of the Commanding Officer (or O5 equivalent) of the particular service unit concerned that such additional days are required.
- 122.2. Leave of absence with pay shall be granted for any period of service.
- 122.3. Where additional days are required for the purpose of service or travelling, requests for additional paid time off work shall be granted.

123. ANZAC DAY LEAVE

- 123.1. Every employee who is a current or former serviceperson and participates in an ANZAC March/Service or similar event will be granted leave of absence on ANZAC Day without deduction from the employee's pay or allowances.
- 123.2. An additional day of leave shall be provided to any employee who has been awarded a gallantry decoration.
- 123.3. An additional 3 days leave shall be provided to any employee who is a recipient of the Victoria Cross for Australia, the Imperial Victoria Cross or a Commonwealth equivalent.

124. JURY SERVICE

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

125. BLOOD DONATION LEAVE

- 125.1. An employee who is not working an on shift roster (i.e. special duties) and who attends a recognised clinic for the purpose of donating blood during working hours shall be allowed the necessary leave of absence without loss of pay.

126. PAYMENT FOR ATTENDING INTERVIEWS/APPEALS

- 126.1. An employee who participates in a selection process (including but not limited to an interview) for an internal position or an appeal against a promotion or transfer as either an applicant for the position, an appellant or member of the interview panel or advisor in any appeal case, and does so when not on duty, shall be entitled to:
- 126.1.1. be paid for travel time to and from the interview (or other selection component) or appeal at agreed schedule of distances rates based on the distance between the employee's normal work location and the location of the interview/appeal;
 - 126.1.2. be provided with an FRV vehicle or if authorised by either their manager and/or convenor of the interview (or other selection component) /appeal to use their own vehicle prior to the interview/appeal date be paid the vehicle allowance prescribed in SCHEDULE 17 - Allowances for Division 2 employees and SCHEDULE 29 - Allowance, Personal Expenses and Accommodation for Division 3 employees for all kilometres travelled. Employees travelling to and from the same work location are to travel in the same vehicle wherever possible. Convenors of the interview (or other selection component) /appeal will take all reasonable steps to ensure that attendance times are co-ordinated in order for this to occur; and
 - 126.1.3. be paid at overtime rates for the duration of the interview (or other selection component) /appeal only plus any waiting time.
- 126.2. An employee shall not be required to attend any interview (or other selection component) for any FRV purpose while on leave. Any interviews (or other selection component) will not be arranged in any way that would disadvantage an employee because they are on leave.

127. COMMUNITY SERVICE LEAVE

- 127.1. **Employees** will be granted ten days per year leave with full pay for any Community Service activity prescribed in the Fair Work Regulations or the following eligible community service activity (subject to this clause):
- 127.1.1. An eligible community service activity is defined in accordance with the Fair Work Act 2009, and also includes:
 - 127.1.2. Eligible community service activity including Hospital and Council Community Engagement Activities.
- 127.2. To avoid doubt, a community service activity shall not include activities which are related to the work of employees.

128. LEAVE WITHOUT PAY

- 128.1. Where an employee requests leave without pay, such application for leave without pay shall be considered at the discretion of a Deputy Commissioner. Such employee who requests leave without pay and is granted such leave shall not accrue leave entitlements during such period of absence.

- 128.2. All applications will be treated in an equitable and consistent manner and consent to leave without pay will not be unreasonably withheld.
- 128.3. Notwithstanding the above, leave without pay will be approved by FRV on application by an employee who is affected by a social and community issue such as mental illness, a drug alcohol or gambling addiction or a serious/chronic illness or injury. Leave under this sub-clause will only be approved on the basis that the employee can demonstrate attendance at a treatment process for their social and community issue. FRV will ensure that this is treated confidentially and will be given to an approved person within FRV as agreed between FRV and UFU.

129. PARENTAL LEAVE

- 129.1. The provisions set out below at the time of making the **Workplace Determination** shall be the minimum entitlement for paid Parental Leave. Employees are entitled to parental leave if:

- 129.1.1. The leave is associated with:

- 129.1.1.1. The birth of a child of the employee or the employee's Spouse; or

- 129.1.1.2. The placement of a children with the employee for adoption; and

- 129.1.2. The employee has or will have a responsibility for the care of the child.

129.2. Definitions

- 129.2.1. **Child** means a child of the employee under school age except for adoption of a child, where 'child' means a person under the age of sixteen years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the Spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

- 129.2.2. **Spouse** means a de facto spouse, former spouse or former de facto spouse.

- 129.2.3. **Primary Caregiver** means the person who is the primary carer of a child. The primary carer is the person who meets the child's physical needs more than anyone else. Only one person can be a child's primary carer on a particular day. In most cases the primary caregiver will be the birth mother of a newborn or the initial primary carer of a newly adopted child.

- 129.2.4. **Secondary Caregiver** means a person who has parental responsibility for the child but is not the primary caregiver.

129.3. Summary of Parental Leave Entitlements

- 129.3.1. Parental leave entitlements in this clause are summarised in the following table:

Type of Leave	Paid Leave	Unpaid Leave	Total
Primary caregiver			
More than 6 months service	14 weeks	Up to 90 weeks	104 weeks
Less than 6 months service	0	Up to 104 weeks	104 weeks
Secondary caregiver			
More than 6 months service	4 weeks	Up to 100 weeks	104 weeks
Less than 6 months service	0	Up to 104 weeks	104 weeks
Pre-Natal Leave			
Pregnant employee	38 hours		
Spouse	7.6 hours		
Permanent Care leave			
More than 6 months service	14 weeks	Up to 90 weeks	104 weeks
Less than 6 months service	0	Up to 104 weeks	104 weeks
Grandparent Leave			
	0	Up to 104 weeks	104 weeks

129.4. Basic entitlement

- 129.4.1. After six months' continuous service, employees are entitled to up to 104 weeks of paid and unpaid parental leave in relation to the birth or adoption of their child, up to 9 weeks of which may be taken concurrently.
- 129.4.2. An employee who does not satisfy the qualifying service requirement shall be entitled to up to 104 weeks of unpaid parental leave.

129.5. Parental Leave Primary Caregiver

- 129.5.1. An employee who is the primary caregiver of a child is entitled to up to 104 weeks of paid and unpaid leave in relation to the birth or adoption of a child comprising 14 weeks of paid leave and 90 weeks of unpaid leave.
- 129.5.2. An employee may commence parental leave at any time within 14 weeks immediately prior to the expected date of the birth.
- 129.5.3. Where an employee continues to work within a six-week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the

birth of the child, FRV may require the employee to provide a medical certificate stating that the employee is fit to work on their normal duties.

129.6. Parental Leave Secondary Caregiver

- 129.6.1. An employee who is the secondary caregiver of a child is entitled to up to 104 weeks of paid and unpaid leave in relation to the birth or adoption of a child comprising 4 weeks of paid leave and 100 weeks of unpaid leave (paid and/or unpaid).

129.7. Concurrent Leave

- 129.7.1. Parental leave is to be available to only one parent at a time except that both parents may concurrently take up to nine weeks' leave. Concurrent leave may commence three weeks prior to the expected date of birth of the child or the time of placement in the case of adoption. Such days/shifts need not be taken consecutively.

129.8. Pre-Natal Leave

- 129.8.1. A pregnant employee will have access to paid leave totalling up to 38 hours per pregnancy to enable the employee to attend routine medical appointments associated with the pregnancy. FRV should be flexible enough to allow the employee the ability to leave work and return on the same day where reasonably practicable.
- 129.8.2. An employee who has a spouse who is pregnant will have access to paid leave totalling up to 7.6 hours per pregnancy to enable the employee to attend routine medical appointments associated with the pregnancy where reasonably practicable.
- 129.8.3. Each absence on pre-natal leave must also be covered by a medical certificate.

129.9. Pre-Adoption Leave

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

129.10. Permanent Care Leave

- 129.10.1. If, pursuant to the Children, Youth and Families Act 2005 (Vic) or any successor to that legislation, an employee is granted a permanent care order in relation to the custody or guardianship of a child and the employee is the primary caregiver for that child, the employee will be entitled to 14 weeks' paid leave at a time to be agreed with FRV.

129.11. Grandparent Leave

- 129.11.1. An employee, who is or will be the primary caregiver of a grandchild, is entitled to a period of up to 104 weeks' continuous unpaid grandparent leave in respect of the birth or adoption of the grandchild of the employee.

129.12. Parental Leave and Other Entitlements

- 129.12.1. An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 104 weeks.
- 129.12.2. Where a Public Holiday occurs during a period of paid parental leave, the Public Holiday is not to be regarded as part of the paid parental leave and the employer will grant the employee a day off in lieu, to be taken by the employee immediately following the period of paid parental leave.
- 129.12.3. Unpaid parental leave will not break an employee's continuity of employment and long service leave will continue to accrue during the first 52 weeks of any period of an employee's unpaid parental leave.

129.13. Personal/Carer's Leave

- 129.13.1. A pregnant employee, not then on parental leave, who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid personal leave in accordance with clause 107 or unpaid carer's leave in accordance with clause 109.

129.14. Variation of Period of Parental Leave

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

129.15. Transfer to a Safe Job

- 129.15.1. Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at their present work, the employee will, if FRV deems it practicable, be transferred to a safe job with no other change to the employee's terms and conditions of employment until the commencement of parental leave.
- 129.15.2. If FRV does not think it to be reasonably practicable to transfer the employee to a safe job, the employee may take no safe job paid leave for a period which ends at the earliest of either:

129.15.2.1. when the employee is certified unfit to work during the six-week period before the expected date of birth by a registered medical practitioner; or

129.15.2.2. when the employee's pregnancy results in the birth of a living child or when the employee's pregnancy ends otherwise than with the birth of a living child.

129.15.3. The entitlement to no safe job leave is in addition to any other leave entitlement the employee has.

129.16. Returning to Work after a Period of Parental Leave

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

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

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

129.17. Returning to Work Early

129.17.1. During the period of parental leave an employee may return to work at any time as agreed between FRV and the employee, provided that time does not exceed four weeks from the recommencement date desired by the employee.

129.17.2. In the case of adoption, where the placement of an eligible child with an employee does not proceed or continue, the employee will notify FRV immediately and FRV will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

129.18. Special Parental Leave

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

129.18.2. Where an employee not then on parental leave suffers illness related to their pregnancy, the employee may take any paid sick leave to which they are then entitled and such further unpaid special parental leave as a registered medical

practitioner certifies as necessary before the employee returns to work. The aggregate of paid sick leave, special parental leave and parental leave, including parental leave taken by a spouse / partner, may not exceed 52 weeks.

- 129.18.3. Where special parental leave is granted, during the period of leave an employee may return to work at any time, as agreed between FRV and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

129.19. Notice and Evidence Requirements

- 129.19.1. An employee who wishes to take parental leave will provide to FRV at least ten weeks in advance of the expected date of commencement of the leave written notice of the proposed start and end dates.

- 129.19.2. FRV may require the employee to provide evidence that would satisfy a reasonable person of:

129.19.2.1. in the case of birth-related leave, a medical certificate stating the date of birth or expected date of birth; or

129.19.2.2. in the case of adoption-related leave, the expected day of placement of the child and that the child will be under 16 years of age as at the day of placement or expected day of placement.

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

129.20. Commonwealth Paid Parental Leave

- 129.20.1. The provisions of the above clauses relating to paid parental leave are additional to any payments which may be available under the Commonwealth Government paid parental leave scheme.

129.21. Consultation and Communication during Parental Leave

- 129.21.1. Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, FRV shall take reasonable steps to:

129.21.1.1. make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

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

129.21.2. The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken.

129.21.3. The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with this clause.

129.22. Extended Family Leave

129.22.1. An employee who is the primary caregiver and has exhausted all parental leave entitlements may apply for unpaid Extended Family Leave as a continuous extension to their parental leave taken in accordance with this clause. The total amount of leave, inclusive of parental leave taken in accordance with this clause cannot exceed seven years.

129.22.2. The employee must make an application for Extended Family Leave each year.

129.22.3. An employee will not be entitled to paid parental leave whilst on Extended Family Leave.

129.23. Replacement Employees

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

129.23.2. A replacement employee will be informed of the temporary nature of the temporary promotion or transfer and of the rights of the employee who is being replaced.

130. ATTENDANCE MANAGEMENT

130.1. The parties have previously agreed to form an Absenteeism Working Party to discuss specific procedures for programs that could reduce levels of absenteeism and in particular the current level of sick leave. The Working party will continue to be comprised of equal numbers of representatives of FRV and the UFU and will operate for the life of this **Workplace Determination**.

130.2. Items to be considered by the Working Party will consist of the following:

130.2.1. Illness/Injury Identification

130.2.2. Counselling Procedures

130.2.3. Welfare

- 130.2.4. Healthy Lifestyle Program
- 130.2.5. Accrued Leave
- 130.2.6. Educational Program
- 130.2.7. Formalisation of shift-swap strategy
- 130.2.8. Consolidation of services and assistance that is available to employees to ensure accessibility in a timely manner.
- 130.3. Via the Working Party, a strategy will be developed to identify those staff who are accessing an unusually high amount of sick leave which may include one or more of the above.
- 130.4. Further, the parties **will** develop an ongoing educational program to maximise employee attendance at work without any detriment to the health and/or safety of the employee.
- 130.5. The parties envisage that the classification of Commander in conjunction with Senior Station Officers and Station Officers will assist in programs to reduce absenteeism. 130.6. To the extent that these measures are successful, after 12 months' additional resources to District leave banks will be allocated.
- 130.6. No employee will be required to implement or participate in any other action in relation to attendance management other than the agreed measures and plans developed by the working party.

131. NEGATIVE LEAVE

- 131.1. Where FRV records indicate that an employee has a negative annual leave balance, the employee may request that FRV review this balance. If, within 28 days of any request, FRV cannot provide to the employee clear documentary evidence of annual leave taken and accrued to account for the negative annual leave balance, FRV will void such negative leave balance immediately.
- 131.2. Notwithstanding 131.1, the parties recognise that, from time to time, FRV will permit employees to take annual leave in advance for reasons including health and welfare reasons. Nothing in this clause is intended to limit the ability of any employee to request additional annual leave for health and welfare reasons, nor limit the ability of FRV to grant such leave. For the avoidance of doubt, where FRV permit an employee to take annual leave in advance and this is properly recorded, FRV will not be required to void any negative annual leave balance which may arise as a result.
- 131.3. The Parties recognise that no review process has been conducted into the recording and calculation of annual leave for Division 3 employees. Within six months of the commencement of the Workplace Determination:
 - 131.3.1. FRV shall undertake an audit of the annual leave entitlements of all Division 3 employees, including the accuracy of annual leave records maintained by the CFA; and

131.3.2. report the findings of that audit to the UFU.

131.4. An employee's leave balance, including any dispute about annual leave balances and the conduct and consequences of the audit required by clause 131.3 are matters pertaining to the employment relationship and the parties intend that any dispute about these matters may be the subject of a dispute under clause 24 - Dispute Resolution, and may be arbitrated by the Commission by agreement between the parties to the dispute.

**PART B - CONDITIONS APPLYING TO DIVISION 2 RECRUIT
FIREFIGHTER THROUGH DIVISION 2 ACFO AND DIVISION 3
RECRUIT FIREFIGHTER THROUGH DIVISION 3 ACFO AND DIVISION
3 INSTRUCTORS AND DIVISION 3 MCS**

B1 - WAGES ALLOWANCES AND RENUMERATION

132. ALLOWANCES AND REIMBURSEMENTS

- 132.1. The monetary amounts of the allowances provided for in this Division set out in SCHEDULE 4 -Division 1 Allowances shall be paid in accordance with Australian Tax Office legislation. However, in the case where an Employee received less than the net amount stipulated in SCHEDULE 4 - Division 1 Allowances the parties **will** have discussions regarding the reduced quantum. Each party reserves their rights to pursue any reduction in net entitlements in accordance with the above so no employee is disadvantaged.
- 132.2.** All allowances will increase by **[to be inserted]% from the date of commencement of this Workplace Determination.**
- 132.3. In accordance with existing practice, any claim for an additional allowance, new allowance, or increase to an existing allowance, will be referred to FWC for **conciliation** if the parties are unable to agree. The parties reserve their rights to put their respective positions (to avoid doubt, this clause applies despite the no extra claims clause).
- 132.4.** The methods of payments for individual allowances will continue as per the custom and practice for payments of allowances. Any changes to methods of payments, including implementation of any such changes, **shall only occur in accordance with Clause 18 – Consultation**
- 132.5. **Fire investigation allowance**
- Employees qualified to undertake Fire Investigation and Analysis duties shall be paid an all- purpose Fire Investigation allowance in accordance with SCHEDULE 4 - Division 1 Allowances. This is in addition to normal entitlements.
- 132.6. **Fire Safety Inspector allowance**
- Employees who hold the classification of Leading Firefighter or above and have completed the Victorian Course in Fire Safety Inspecting, including the 6 months period of on-the-job training, shall be paid a Fire Safety Inspector allowance in accordance with SCHEDULE 4 - Division 1 Allowances.
- This allowance shall be paid to qualified Employees whilst they are working in the Fire Safety Department performing Fire Safety Inspector duties.
- This allowance shall be paid when on any paid leave.
- 132.7. **Heavy Rescue allowance**

Employees who undertake and successfully complete training as a Heavy Rescue Operator shall be paid an allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

132.8. Hydrostatic Testing of Breathing Apparatus Allowance

Any employee involved in the Hydrostatic Testing of Breathing Apparatus and related equipment shall be paid an allowance in accordance with SCHEDULE 4 - Division 1 Allowances per shift for the entire shift during which any such BA duties are performed.

132.9. USAR Operator Allowance and Trench Rescue Allowance

All employees qualified as Urban Search and Rescue (USAR) operators shall be paid an allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

All employees qualified as Trench Rescue operators shall be paid an allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

Where employees are qualified USAR Operators and Trench Rescue Operators, they shall only be paid one of the above allowances per week at any time.

132.10. Marine Response Allowance

Employees who undertake and successfully complete training as a Marine Response Operator shall be paid an allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

132.11. Coxswain Allowance

Employees who undertake and successfully complete training as a Coxswain shall be paid an allowance in accordance with SCHEDULE 4 - Division 1 Allowances. This Allowance is above and in addition to the Marine Response Allowance.

132.12. High Angle Rescue Technicians

Employees who undertake and successfully complete training as a High Angle Rescue Technician shall be paid an allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

132.13. Long Duration Breathing Apparatus Allowance

Employees who undertake and successfully complete training in Long Duration Breathing Apparatus shall be paid an allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

132.14. Ladder Platform Operator Allowance

Employees, up to and including the rank of Station Officer, who undertake and successfully complete training as a Ladder Platform Operator shall be paid an allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

For the purpose of this clause, a Ladder Platform Operator is an employee qualified to operate a firefighting appliance from a boom Elevated Work Platform (EWP). This allowance will not apply where an employee is only qualified to operate a ladder platform appliance that is no longer used by FRV.

132.15. RPAS Operator

Employees who undertake and successfully complete training as an RPAS Operator shall be paid an allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

132.16. Watchroom Duties Allowance

Two fire fighters per shift shall be detailed for watchroom duties at No. 1 station. In addition to any other allowances, firefighters detailed for watchroom duties at stations where watchrooms are staffed continuously, shall receive a watchroom duties allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

132.17. Driving Educator Allowance

Division 2 and Division 3 LFF's and above, who make themselves available to provide driving training and assessment support, will be provided the opportunity to obtain a certificate IV in workplace training and assessment or certificate IV in heavy vehicle driving instruction and shall receive an allowance in accordance with SCHEDULE 4 - Division 1 Allowances when performing driving training and assessment support.

132.18. Fire-CAP Allowance

Employees who are trained to perform the Firelighting Consequent Awareness Program (Fire-CAP) or related activities shall receive an all-purpose allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

132.19. Incident Management Team (IMT) Responsibility Allowance

132.19.1. For the purposes of this clause, roles undertaken in State IMTs mean roles identified in Table 1 of this clause where direction is provided through the line of control established under the State Emergency Management Arrangements for class 1 or class 2 emergencies as defined by the *Emergency Management Act 2013*.

132.19.2. In order to carry out a State IMT role within the meaning of this clause, an employee must be accredited and endorsed by the FRV Commissioner.

132.19.3. In order to carry out a State IMT role within the meaning of this clause and receive the allowance provided for, unless otherwise **implemented** via Clause 18 – Consultation, employees must hold the rank of Commander or above.

132.19.4. For the purposes of FRV Commissioner accreditation and endorsement, any State IMT Courses will be **implemented via Clause 18 – Consultation**.

132.19.5. FRV employees who are accredited and endorsed by the FRV Commissioner to carry out State IMT roles within the meaning of this clause shall receive an annual, all-purpose State IMT Responsibility Allowance as set in Table 2 of this clause.

132.19.6. FRV shall keep an internal register of FRV employees who are accredited and endorsed to perform the State IMT roles as identified in the Table 1 of this clause.

132.19.7. To continue to receive the allowance provided for at clause 132.19.5, employees must make themselves available for and undertake a State IMT role listed in Table 1 of this clause at least once in every calendar year.

132.19.8. If the opportunity to undertake the IMT role at an incident at least once in a calendar year does not arise, FRV must provide a skills maintenance program **implemented via Clause 18 – Consultation**. In the absence of such skills maintenance program, or where an employee does not complete such skills maintenance program, UFU and FRV will discuss the ongoing payment of the IMT Responsibility Allowance in accordance with Clause 18 – Consultation.

132.19.9. An FRV Employee who is accredited in more than one State IMT role will receive payment for the highest IMT role.

132.19.10. FRV will develop a pathway for the purposes of achieving Level 3 accreditation for State IMT roles within the meaning of this clause. Once this pathway is developed, FRV will make the pathway available to a sufficient number of employees to maintain the following minimum numbers of employees accredited for each role (or as otherwise **implemented** via Clause 18 – Consultation):

- 44 Incident Controller roles
- 54 Level 3 Operations Officer roles
- 27 Level 3 Planning Officer roles, and
- 27 Level 3 Intelligence Officer roles.

TABLE 1	
IMT Role	Level 3
Incident Controller	A
Operations Officer	B
Planning Officer	B

Intelligence Officer	B

TABLE 2	
	Allowance
Category A	\$7000
Category B	\$4250

132.20. **Advanced Diploma of Firefighting Investigation**

In recognition of completion of the Advanced Diploma of Public Safety (Firefighting Investigation), Employees who are Fire Investigators shall receive an all-purpose allowance in accordance with SCHEDULE 4 - Division 1 Allowances.

132.21. **Change of Residence**

132.21.1. Employees who are permanently promoted, transferred or ordered to a different work location outside of Greater Melbourne and who as a result are required to relocate to a new place of residence are entitled to assistance in accordance with the Relocation Assistance Procedure.

132.21.2. The promotion or transfer must be as a result of a formal recruitment process, a Transfer List or management-initiated.

132.21.3. This clause does not apply to Employees who are:

132.21.3.1. On a fixed term or casual employment contract/temporary assignment/appointment/relieving role;

132.21.3.2. Employees who are granted a permanent transfer to a different work location in response to a compassionate transfer request.

132.21.4. The Relocation Assistance Procedure is a policy which can be amended in accordance with clause 18 – Consultation.

132.21.5. The Relocation Assistance Procedure is contained with Schedule 13 - RELOCATION ASSISTANCE PROCEDURE.

132.21.6. For the purposes of this clause, Greater Melbourne is defined as the Metropolitan Fire District with the former CFA Districts 8, 13 and 14.

132.22. **Attendance at training facilities**

132.22.1. The requirement for Employees to attend or use training facilities will be the subject of consultation.

132.22.2. Training facilities will only be used where the facilities use has been agreed between the UFU and FRV.

132.22.3. Where an Employee is required to attend training they shall be paid:

132.22.3.1. Reimbursement for tolls incurred by the employee in excess of those ordinarily incurred between the employee's residence and the location to which the employee is otherwise rostered; and

132.22.3.2. The prescribed rate for Motor Vehicle Allowance in SCHEDULE 4 - Division 1 Allowances for all kilometres travelled in excess of those ordinarily travelled between the employee's residence and the location to which the employee is otherwise rostered; and

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

132.22.3.4. If the training facility is further from the employee's residence than the location to which that employee is otherwise rostered, and allowance of:

132.22.3.4.1. 15 minutes each way at ordinary rates for each 6 kilometres or part thereof travelled within the Melbourne statistical division and the City of Greater Geelong; or

132.22.3.4.2. 3 minutes each way at ordinary rates of each four kilometres or part thereof travelled outside the Melbourne statistical division and the City of Greater Geelong.

132.22.4. For the purposes of this clause, employees should receive payment for travel time as per the Kilometre chart for Division 2 Employees (Station rate card) and as per Schedule of Time and Distance (UFU/CFA November 2016) for Division 3 Employees. The parties will work towards finalising a single, consolidated Travel Time Schedule during the life of this Workplace Determination via clause 18 – Consultation.

132.22.5. Lunch will be provided for the duration of the course. In the event that lunch cannot be provided, a meal allowance will be provided.

132.22.6. Accommodation will be provided by agreement where applicable under the Fatigue Management Policy noting that accommodation should be offered in all cases where travel over 60km is required. Payment of Meals and Accommodation Allowances will be as per SCHEDULE 4 - Division 1 Allowances of Division 1, SCHEDULE 17 - Allowances of Division 2 and/or SCHEDULE 29 -

ALLOWANCES, PERSONAL EXPENSES AND ACCOMMODATION of Division 3 (where meals and accommodation are not provided). Payment of Incidentals Allowance will be made where applicable per SCHEDULE 17 - ALLOWANCES of Division 2 and SCHEDULE 29 - ALLOWANCES, PERSONAL EXPENSES AND ACCOMMODATION.

132.22.6.1. Where accommodation is provided, clause 132.22.3 will only apply to travel to and from accommodation or the training facility at the beginning and end of the programmed course week.

132.22.6.2. In the event an offer of accommodation is declined by an employee, clause 132.22.3 only applies to travel to and from the training facility at the beginning and the end of the programmed course week.

132.22.6.3. To avoid any doubt, clause 132.22.3 does not apply to travel between accommodation and a training facility.

132.22.7. In addition, for irregular or unplanned training courses, an employee required to stay away from home will be provided with one day's leave in lieu for each night that they are away. The following courses are not irregular or unplanned courses for the purpose of this sub-clause:

132.22.7.1. Victorian Recruit Firefighter Course;

132.22.7.2. Promotional, specialist and retention courses; and

132.22.7.3. Other courses **implemented** on a case by case basis between the parties via clause 18 – Consultation.

132.22.8. Where an on shift Commander is undertaking training, a replacement Commander shall be recalled and all conditions for the recalled Commander shall be in accordance with the Division of the Commander undertaking training.

132.23. **Payment of Allowances**

132.23.1. FRV will pay for any allowance, any Variation Voucher or any request for reimbursement of expenses in a timely manner. To avoid doubt, a timely manner is no more than three weeks from when the work was performed or expense was incurred.

133. COMMANDER SECONDMENT QUALIFICATIONS ALLOWANCE - CAREER DEVELOPMENT OPPORTUNITY FOR STATION OFFICERS AND SENIOR STATION OFFICERS

- 133.1. A Commander Secondment Course has been agreed between UFU and FRV via Clause 18 – Consultation. This course will commence operation following the Establishment Date.
- 133.2. This course will be made available to Division 2 and Division 3 Station Officers and Senior Station Officers in accordance with organisational requirements as implemented via Clause 18 – Consultation.
- 133.3. This course will be made available in accordance with the following process:
- 133.3.1. FRV will advertise the opportunity to undertake the agreed Commander Secondment Course to Division 2 and Division 3 Station Officers and Senior Station Officers over a period equal to but no less than two rostered periods.
- 133.3.2. FRV will notify the agreed Commander Secondment Course to those employees who taken long service leave or any other leave that exceeds two rostered periods by electronic to the address provided by the employee.
- 133.4. In recognition of the successful completion of the Commander Secondment Course, Division 2 and Division 3 Station Officers and Senior Station Officers will receive a qualifications allowance of 5 relativity points of the Qualified Firefighter rate (**Commander Secondment Qualifications Allowance**).
- 133.5. Subject to clause 133.6 and clause 133.7, Division 2 and Division 3 Station Officers and Senior Station Officers who successfully complete this qualification are to undertake Higher Duties to fill CFA Seconded Positions at least once in each a 12-month period in order to continue to receive the Commander Secondment Qualifications Allowance.
- 133.6. In the event that the opportunity to undertake Higher Duties to fill CFA Seconded Positions at least once in a 12-month period does not arise, FRV must provide a skills maintenance program to the relevant Division 2 and Division 3 Station Officers and Senior Station Officers and continue to pay the Commander Secondment Qualification Allowance to the relevant Division 2 and Division 3 Station Officers and Senior Station Officers.
- 133.7. This allowance shall cease to be paid to an employee in the event that an employee who has successfully completed the Commander Secondment Course does not accept or, alternatively, does not make themselves available for a Higher Duties career development opportunity to fill CFA Secondment Positions at least once in each 12 month period.
- 133.8. This Allowance will not apply to a substantive Commander on promotion.

134. ROAD CRASH RESCUE SUPPORT (RCRS) QUALIFICATION, TRAINING AND ACCREDITATION

- 134.1. FRV will train all firefighters and officers in RCRS to achieve a recognised qualification agreed between the parties.
- 134.2. The control agencies and support agencies for road accident rescue across Victoria are under review. As such, the parties will make submissions to EMV for this matter to be clarified and resolved within the first 12 months following commencement of this Workplace Determination. FRV will gain clarification under the *Emergency Management Act 2013* as to the role of FRV Heavy Pumpers equipped with road crash rescue support equipment, under the Control and Support agency arrangements for the State.
- 134.3. Subject to the clarification of the above, trained employees will be responded to RCRS incidents and events across the State of Victoria in heavy pumpers in a control or supporting capacity. The Heavy Pumpers shall be recognised as a Rescue Appliance at motor vehicle accidents that require extraction of victims.
- 134.4. This training for Heavy Pumper response in the above capacity will be developed, implemented and delivered to all Division 2 and Division 3 Firefighters within 24 months of the Workplace Determination being made. If required, UFU and FRV can implement an extension of time in accordance with Clause 18 – Consultation.
- 134.5. Skills maintenance will occur every 3 years for all Firefighters trained in RCRS.
- 134.6. RCRS as described under this clause is in addition to Heavy Rescue response. Heavy Rescue response is an existing capability of FRV using specialist appliances that will continue to operate in addition to the RCRS described under this clause.
- 134.7. FRV have already trained a number of firefighters in RCRS and have placed RCRS equipment on first response vehicles.
- 134.8. The training, equipment, role, deployment and other arrangements for this role shall be determined via clause 18. These matters shall be resolved between the parties within the first 3 months following the commencement of this Workplace Determination. Any outstanding matters shall be resolved via the clause 24.
- 134.9. Once the qualification is attained then an allowance of \$[to be inserted] per week will be paid to each employee when the appliance is designated with the capacity of RCRS. If there is a dispute in relation to such designation of the appliance as a RCRS appliance then it will be reviewed in accordance with Clause 18 - Consultation.
- 134.10. [Blank]

135. RELIEVING DUTIES/PROJECTS

- 135.1. Opportunities for access to project work and to relieve personnel undertaking project work shall be available to operational employees covered by this **Workplace Determination** and any such opportunity for relieving duties/projects shall be in accordance with the principle of equity, reasonable opportunity and qualifications.

136. LONG DISTANCE DEPLOYMENTS

- 136.1. The provisions of this clause shall only apply in circumstances of responding to emergencies where an employee is on a long distance deployment and shall not apply in circumstances where responding in “buffer zones” pursuant to any mutual aid agreements or procedures as agreed. Arrangements for attendance at training are provided for at clause 132.22.
- 136.2. Long distance deployment is defined as:
- 136.2.1. For Division 2 Employees, responding to emergencies outside the Metropolitan Fire District.
- 136.2.2. For Division 3 Employees and Division 2 Employees working at a location outside the Metropolitan Fire District:
- 136.2.2.1. Deployment further than an adjacent district to an Employee’s home district; and
- 136.2.2.2. Where such deployment requires the Employee to stay away from home; and
- 136.2.2.3. Where the deployment is to a major incident as opposed to relieving at station.
- 136.3. It is intended that all crews formed or used under this clause will have a minimum crew of 4 and the Officer in Charge must hold the rank of Division 2 or Division 3 Station Officer or above unless otherwise agreed between the parties, with the exception to specialist Operations crewing levels which will be determined by agreement between FRV and UFU.**
- 136.4. Subject to clause 136.5, where pre-arranged recall occurs (where a person is recalled to be sent to an emergency outside Victoria or as part of a long distance deployment) then the person will be paid at recall rates for all time worked.
- 136.5. Employees whose response under this clause coincides with their rostered shift will be provided recall or retention provisions for all time worked prior or following (respectively) their rostered shift, or other entitlements as agreed between FRV and UFU. This means, for example, that those ordinarily working on a 10/14 roster will be paid recall rates for hours worked in excess of the 10/14 roster to which they would have otherwise worked.
- 136.6. Employees on long distance deployment as part of a strike team, task force or special ops (excluding step up arrangements) will be

provided with 12 hours accrued leave for each 24 hour period on a long distance deployment beginning from the time the Employee leaves their district muster point to when they arrive back at their district muster point at the end of a long distance deployment.

- 136.7. Shifts external to Victoria or as part of long distance deployments shall be 12 hours in length and where extreme circumstances exist shall not exceed 18 hours. An employee who is responded to an emergency under this clause, shall be paid as specified in this clause for a minimum of 12 hours, provided that if the work to be done is completed within 12 hours, the employee need not remain on duty for the full 12 hours.
- 136.8. Mileage allowance will be paid to any employee who uses his or her own vehicle to travel to and from a designated meeting point or debriefing session.
- 136.9. All living away from home/accommodation expenses incurred shall be paid in accordance with entitlements in the **Workplace Determination**. Expenses exceeding normal **Workplace Determination** entitlements and deemed reasonable will be reimbursed upon provision of evidence.
- 136.10. For the purposes of this clause, "work":
- 136.10.1. includes all travel time spent by an employee from when they leave their district muster point to when they arrive at an emergency response (including briefings), and
- 136.10.2. includes all travel time spent from when the employee leaves an emergency response at the conclusion of a deployment to when they arrive back at their district muster point, and
- 136.10.3. excludes rest periods between shifts.
- 136.11. In relation to deployment of personnel to incidents/fires overseas or where employees are deployed to Australian States which do not directly border Victoria, the parties will meet to discuss the applicable terms and conditions prior to such deployment. Such conditions will be no less than those provided for in clauses 136.1 to 136.10 and as otherwise provided for in this **Workplace Determination**.
- 136.12. **Wildfire/Bushfire major incident deployment**
- 136.12.1. In addition to the provisions applying to long distance deployments, the provisions of this clause will apply to *wildfire/bushfire major incident deployments*. Clauses 136.4 and 136.5 do not apply to deployments as defined in 136.12.2 but otherwise the provisions applying to long distance deployment above apply. However, where there is an inconsistency between the provisions of this clause and those otherwise applying to long distance deployments, the provisions of this clause will apply to the extent of the inconsistency.

136.12.2. Wildfire/bushfire major incident deployment means a *long distance deployment* in response to a wildfire/bushfire major incident and includes:

136.12.2.1. Incident Control Centres (ICC) as part of Incident Management Teams (IMT) roles

136.12.2.2. IMT roles in the field

136.12.2.3. Aircraft Operations – Air Attack Supervisors, Air Base Managers, Air Observers

136.12.2.4. Specialist roles – Ground Observers, Rapid Impact Assessment teams (RIAT), Thermal imaging camera support, Drivers for Commanders in the field, Peer support

136.12.2.5. Plant Operations – Plant Managers

136.12.2.6. Strike team/task force

136.12.2.7. Other deployments as agreed between the UFU and FRV.

136.12.3. Employees shall be notified of the rostering that will be utilised for the deployments to fit the IMT arrangements and the shifts to be worked in lieu of normal rostered shifts while on wildfire/bushfire incident deployment before they leave their district muster point.

136.12.4. Employees will be paid recall rates for hours worked in excess of 42 hours in any week. Hours worked in accordance with clause 136.12.2 and 136.7 which total less than 42 hours in the week will be paid at the Employee's ordinary weekly rate.

137. INTERNATIONAL DEPLOYMENT

137.1. International deployments are voluntary deployments and must be agreed to between FRV, the UFU and the Employee. Employees cannot be directed to undertake same without agreement from both the UFU and the Employee concerned. Where there is an inconsistency between the provisions of this clause any other provision of this **Workplace Determination**, the provisions of this clause will apply to the extent of the inconsistency.

137.2. International deployment means a deployment to a country other than Australia from the time of departure from an Australian port to the time of arrival at an Australian port.

137.3. Employees on international deployment are expected to meet the requirements of conditions of deployment as requested by the host nation.

- 137.4. Hours worked on international deployment (excluding travel time) of 48 hours or less in a week will be paid at single time rates. Recall rates will however be paid for hours worked in excess of 48 hours in a week.
- 137.5. Employees on international deployment will receive time in lieu at single time rates for travel time while on international deployment in lieu of any other payment that would otherwise apply to said travel time.
- 137.6. Employees shall be provided with reasonable notice of the rostering which will be utilised and the shifts to be worked in lieu of normal rostered shifts while on international deployment.
- 137.7. All living away from home/accommodation expenses incurred shall be paid in accordance with entitlements in the Workplace Determination. Expenses exceeding normal Workplace Determination entitlements and deemed reasonable will be reimbursed upon provision of evidence. All reasonable transport costs while on international deployment will be covered by FRV or the host country.
- 137.8. On return from an international deployment, employees are entitled to 4 clear days of rest without loss of pay starting from the time of their arrival at their home location, regardless of their ordinary rostered days of work.
- 137.9. Employees wishing to undertake international deployments must:
 - 137.9.1. possess a valid passport,
 - 137.9.2. meet relevant visa requirements,
 - 137.9.3. be willing to undertake medical and fitness assessments (which may include the arduous pack test) if required by the host country,
 - 137.9.4. possess the relevant skill and qualification to meet the requirement of the host country request,
 - 137.9.5. comply with FRV's code of conduct/organisation values while on international deployment, and
 - 137.9.6. receive the Commissioner's endorsement for international deployment.

138. LEADING FIREFIGHTER ROLE

- 138.1. The Parties acknowledge the role of Leading Firefighter in the context of the Structural Efficiency case. In this context, the Parties will consider, with a view to implementing a plan, developed through clause 18 within 12 months of the commencement of this Workplace Determination, to implement a Firefighter at the classification of Leading Firefighter as part of optimising safe crewing levels for each FRV appliance.

PART C - CONDITIONS APPLYING TO FSCC'S (INCLUDING SENIOR FSCC'S)

139. APPLICATION OF PART

- 139.1. This part of the **Workplace Determination** applies to those employees who are engaged in or performing work of a Division 2 FSCC and Division 3 FSCC (including Division 2 and Division 3 Senior FSCC).
- 139.2. The provisions of Parts A, B and C of Division 2 will apply to Division 2 FSCCs covered by this Part. The provisions of Parts A, B and C of Division 3 will apply to Division 3 FSCCs covered by this Part.
- 139.3. Conditions applying to FSCCs and senior FSCCs will be resolved via harmonisation in accordance with Clause 12 – Alignment.

140. DEFINITIONS

- 140.1. "Standard Operating Procedures" means the procedures established by Fire Rescue Victoria from time to time (and/or other agency procedures as agreed on a case by case basis).

141. CLASSIFICATIONS

- 141.1. A "Communications Controller" is an employee engaged as such who is required to assist Communications Centre personnel to ensure that the Fire Services are provided with a high standard of communications to allow them to operate in the most efficient and effective manner, in accordance with the relevant FRV Standard Operating Procedures (and/or other agency procedures as agreed on a case by case basis).

142. WAGE RATES

- 142.1. Wage Rate per Week

Division 2 FSCC's and Senior FSCC's shall be paid at the rates as specified in clause 177.

Division 3 FSCC's and Senior FSCC's shall be paid at the rates as specified in clause 215.

143. FSCC COORDINATION ALLOWANCE

- 143.1. In recognition of the enhanced role of FSCC's, FSCC's will be paid a general purpose allowance in accordance with SCHEDULE 4 - DIVISION 1 ALLOWANCES.

144. ORDINARY HOURS OF WORK

- 144.1. Division 2 FSCC's will work in accordance with clause 159 – Rostering and where applicable clause 145.
- 144.2. Division 3 FSCC's will work in accordance with clause 196 and where applicable clause 145.

145. ROSTER OF HOURS

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

145.2. Shifts:

D – 7.00 A.M TO 7.00 P.M.

N – 7.00 P.M TO 7.00 A.M.

145.3. 12/12 ROSTER SYSTEM

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

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

- (i) 12 on any one day
- (ii) 48 in any one week
- (iii) 96 in fourteen consecutive days
- (iv) 192 in twenty-eight consecutive days
- (v) 335 in fifty-six consecutive days

(ii) [Blank]

145.5. The roster when once compiled shall not be departed from except to meet an emergency due to sickness or other unexpected or

unavoidable cause or by personal agreement between FRV and the employees concerned.

- 145.6. An employee shall be entitled to at least 2 weeks of notice of a change of rostered shift.

146. BREAKS

146.1. Meal Breaks

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

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

147. ROSTERING ARRANGEMENTS AND PROCEDURES

147.1. Transfers

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

- Employees will be allocated to a specific shift and location. Any employee who agrees to undertake day work duties shall receive the allowance for Special Duties in accordance with clause 162.7 (Division 2) or ALLOWANCES, PERSONAL EXPENSES AND ACCOMMODATION (Division 3). To avoid doubt, rostering penalties will be paid subject only to meeting the conditions under this Part and not the requirements under clause 162.6 (Division 2) or clause 199.6 (Division 3).
- Employees to be transferred to another shift will be personally notified on shift. Employees will not be transferred while on recreation leave. Personal notification includes email where the personal email address has been installed and employees are trained in its use.
- Employees other than the designated reliever will not be transferred more than seven times in a three year period without incurring penalties. Each three-year period stands alone.
- Penalties are the rostering penalties paid at clause 162.6 for both Division 2 and Division 3 180(to avoid doubt, there is no requirement for less than two weeks' notice for the provisions referred to above to be paid).

147.2. What constitutes a move?

- 147.2.1. A move or a transfer is when an employee is transferred from his/her current shift to another shift.
- 147.2.2. If an employee is transferred to a position that they have applied for and been granted, this transfer does not count as a move.
- 147.2.3. If an employee is transferred to another shift because of a mutual change, this is not counted as a move.
- 147.2.4. If an employee returns to a different shift that he/she was rostered to prior to annual leave, this constitutes a move.
- 147.2.5. Temporary career development secondments which an employee volunteers to undertake that results in a change of shift shall not constitute a move.
- 147.2.6. Temporary secondments required by the employer resulting in a change of shift constitute a move.
- 147.2.7. Where penalties are paid due to late notification the move back to the normal shift is not counted as a move.
- 147.2.8. A move is also where an employee is moved between 2 work places or work sites.

147.3. Transfer Grievance Committee

- 147.3.1. A Transfer Grievance Committee will exist. The committee will consist of two employer representatives (FRV), two employee representatives (UFU) and an FRV delegate in a bipartisan consultative capacity. This committee shall hear and determine any grievance brought before it by any employee who believes he / she has been unfairly treated because of a transfer.
- 147.3.2. Any grievance in regard to transfers must be immediately notified to the Manager of Communications by telephone, followed by a written report explaining the reason for the grievance.
- 147.3.3. The committee shall meet seven days prior to the change of shift to consider the grievance.
- 147.3.4. The decision of the committee shall not prejudice in any way the transferee's ability to appeal to other areas.
- 147.3.5. Any grievance over a mutual transfer not being allowed will be dealt with by the Transfer Grievance Committee.
- 147.3.6. While the above procedures are being followed, work must continue in accordance with the existing situation or practice that existed immediately prior to the subject matter of the grievance or dispute occurring. No party

shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub clause.

148. REST AND RECLINE

- 148.1. Employees on night duty shall be permitted to recline and sleep on a recliner chair when there is no operational work to be done.
- 148.2. There will be 1 recliner chair provided for each on duty FSCC.
- 148.3. Provision will be made for the area that this is undertaken to be private, with the installation of blinds on all glassed areas.

149. RECREATION LEAVE

- 149.1. An employee on shift shall be entitled to 65.06 days recreation accrued leave per year. Such leave shall be rostered 12 months in advance. Provided that the operational needs of the Fire Service are met, the needs of employees will be given primary consideration in the development of the roster. Each employee shall take his or her annual leave entitlement within a twelve month period unless otherwise agreed to by FRV. Subject to the agreement of FRV, employees may organise a mutual change of recreation leave provided that where a mutual change would otherwise result in the payment of additional penalties, overtime or other payments under this **Workplace Determination**, such payments will not be paid by FRV.
- 149.2. No employee shall work a double shift as a result of a mutual change of recreation leave.
- 149.3. Where a worker leaves his or her employment before the completion of a fully qualifying period for annual leave in any year of service, he or she shall be entitled to pro rata payment in lieu of annual leave for such broken period of service.

150. CAREER PATHS AND OPPORTUNITIES

- 150.1. The duties of a Fire Service Communication Controller are a specialist function. The employer will ensure that any additional person required to perform the duties of an FSCC will be fully trained to undertake such functions prior to fulfilling such functions. This includes skills maintenance.
- 150.2. Any permanent vacancy will be offered to the person in the reliever position.

150.3. [Blank]

- 150.4. All on shift FSCC's shall undertake at least 1 roster of skills maintenance in a day work position on the special duties roster within each year.

151. WORK LOCATION AND DUTIES FOR FIRE SERVICE COMMUNICATIONS CONTROLLERS

- 151.1. It is intended that FSCC's are guaranteed job security.**

- 151.2. As at the commencement of this **Workplace Determination** FSCC's work location is shift work at Tally Ho, Mt Helen and Williams Landing and special duties at Burnley or VEMTEC.
- 151.3. In order to ensure effective communication and the safety of employees, FRV will ensure that the minimum number of FSCCs employed at any time will be **12** to maintain operational capability.
- 151.4. Further FRV gives a commitment that the FSCC's will be secure in their current location and their agreed job description, as at the commencement of this **Workplace Determination**. Such position description is incorporated as a term of this **Workplace Determination**. Employees shall not be required or sought to undertake any work outside of such position descriptions. Position descriptions will be respected subject to changes pertaining to inter agency work. In this event any changes would be subject to negotiation with the UFU with respect by the FRV for the retention of bargaining rights should such circumstances arise.
- 151.5. FRV shall ensure that the FSCC will only perform work for the FRV. FRV shall not direct an FSCCs to conduct duties / tasks for other agencies, without consulting under clause 18 as to:
- 151.5.1. The nature of the work to be performed; and
- 151.5.2. The amount of an additional allowance to be paid to FSCCs in recognition of performing such work.
- 151.6. Nothing in this **Workplace Determination** shall be taken so as to allow any reduction in ranking /salary or entitlements due to changes in interagency work between FRV and / or other Agencies, or prevent FRV from providing support to other agencies consistent with the FRV Act.

152. HIGHER DUTIES

- 152.1. When an employee covered by this Part of the **Workplace Determination** is given the opportunity to act up in a higher or different classification the employee will be paid an allowance of 10% of his/her total wage for the duration of the period of higher duties.
- 152.2. Senior FSCC's, may perform higher duties into the position of Manager Operational Communications. FSCC's will not.
- 152.3. Where a Senior FSCC is acting into the Manager Operational Communications position, the only special roster which may be undertaken by the Senior FSCC is in the role of DCC manager at the rate of the person they are replacing if filling the role of Manager Operational Communications or a similar management position; whichever is the higher.

153. AMENITIES

- 153.1. FRV shall provide at each location such amenities as agreed between the union and FRV to provide for the preparation and consumption of meals, refreshments, recreation, rest and recline

(recliner chair, as well as sofa bed where space permits). When employees are required to work at any other **TZV** location temporarily, parking will be provided or the cost reimbursed by FRV.

- 153.2. FRV will provide appropriate facilities to ensure privacy for all FSCCs at all locations, the minimum of such facilities being as already agreed with the UFU.

154. DELAYED OR INTERRUPTED MEAL ALLOWANCE

- 154.1. FSCCs shall be entitled to a meal allowance where there is a delayed or interrupted meal break.

155. SPECIFIC FSCC UNIFORM

- 155.1. FSCC's will be provided all uniform provided to other operational staff, and to avoid doubt clause 161 - Uniforms, Appliances and Equipment in Division 2 of this **Workplace Determination** and clause 198 – Uniforms, Appliances and Equipment in Division 3 of this **Workplace Determination** also apply to FSCC's. In addition to agreed FRV uniform in accordance with clause 161 of Division 2 and clause 198 of Division 3, FSCCs will be issued with a sleeveless woollen or wool mix vest and two polo shirts for use when resting and reclining during night shift.

DIVISION 2 – CONDITIONS APPLYING TO DIVISION 2 EMPLOYEES

PART A – CONDITIONS APPLYING TO ALL DIVISION 2 EMPLOYEES

156. CLASSIFICATIONS, CAREER PATHS AND OPPORTUNITIES

156.1. The provisions of this clause shall be interpreted and applied having regard to the inherently dangerous nature of firefighters' duties.

156.2. Each Division 2 Employee to whom this Part applies shall be classified in one of the following classifications:

156.2.1. Division 2 Recruit Firefighter

156.2.2. Division 2 Firefighter Level 1

156.2.3. Division 2 Firefighter Level 2

156.2.4. Division 2 Firefighter Level 3

156.2.5. Division 2 Qualified Firefighter

156.2.6. Division 2 Senior Firefighter

156.2.7. Division 2 Leading Firefighter

156.2.8. Division 2 Station Officer

156.2.9. Division 2 Senior Station Officer

156.2.10. Division 2 Fire Services Communications Controller

156.2.11. Division 2 Senior Fire Services Communications
Controller

156.2.12. Division 2 Commander

156.2.13. Division 2 Assistant Chief Fire Officer

156.3. Classification and Rank Appointment and Progression

The following classification descriptions shall apply.

The following are the definitions of all classifications relating to this Division including requirements for progression from classification to classification.

Employees may only be appointed to a classification in Division 2 if they:

- a) are already employed in the Division 2 classification immediately below the classification to which they are to be appointed; or

- b) Were, immediately prior to the Establishment Date, employed by the MFB in at an equivalent classification and have transferred their employment to FRV.

For the avoidance of doubt, no person can be employed in a classification in this Division without first entering the MFB at the classification of Recruit or FRV at the classification of Division 2 Recruit. The only exception to this are the secondment and lateral entry provisions of this Workplace Determination.

- 156.3.1. **Division 2 Recruit Firefighter** means a probationary Firefighter, who is undertaking the Division 2 recruit firefighter training course and, where applicable, has been allocated as a Division 2 Recruit Firefighter in accordance with clause 85.7.
- 156.3.2. **Division 2 Firefighter Level 1** means a Division 2 Firefighter who has completed the Division 2 recruit firefighter training course in accordance with the training framework at SCHEDULE 12 - Emergency Response Training Framework. Division 2 Firefighter Level 1 employees who have successfully completed the Division 2 recruit firefighter training course shall be engaged in the duties of a Division 2 Firefighter Level 1 in accordance with the classification description for Division 2 Firefighter Level 1.
- 156.3.3. **Division 2 Firefighter Level 2** means a Division 2 Firefighter who has completed the Division 2 recruit firefighter course and has completed twelve months' service with FRV and/or the MFB and all Division 2 Firefighter Level 1 units.
- 156.3.4. Division 2 Firefighter Level 2 employees are engaged in the duties of a Division 2 Firefighter Level 2 in accordance with the classification description for Firefighter Level 2 . The units and training applicable for progression to this paypoint are contained in the training framework at SCHEDULE 12 - Emergency Response Training Framework.
- 156.3.5. **Division 2 Firefighter Level 3** means a Division 2 firefighter who has completed 24 months' service with FRV and/or the MFB, and all Division 2 Firefighter Level 2 units.
- 156.3.6. Division 2 Firefighter Level 3 employees are engaged in the duties of a Division 2 Firefighter Level 3 in accordance with the classification description for Division 2 Firefighter . The units and training applicable for progression to this paypoint are contained in the training framework at SCHEDULE 12 - Emergency Response Training Framework.
- 156.3.7. **Division 2 Qualified Firefighter** means a firefighter who has completed a minimum of 36 months' service with FRV and/or the MFB, all Division 2 Firefighter Level 3 units and possesses the Certificate of Proficiency.

- 156.3.8. Division 2 Qualified Firefighter employees are engaged in the duties of a Division 2 Qualified Firefighter in accordance with the classification description for an Division 2 Qualified Firefighter . The units and training applicable for progression to this paypoint are contained in the training framework at SCHEDULE 12 - Emergency Response Training Framework.
- 156.3.9. **Division 2 Senior Firefighter** means a Division 2 firefighter who translates to this paypoint as a result of being a Senior Firefighter under the UFU/MFESB Operational Staff Agreement 2010.
- 156.3.10. **Division 2 Leading Firefighter** means an Division 2 firefighter who has completed a minimum of 48 months career firefighting service with the MFB and/or as an Division 2 Firefighter, has successfully completed all Division 2 Firefighter Levels 1, 2 and 3 units, all Division 2 Qualified Firefighter units, all Division 2 LFF units, all Division 2 Command and control units and has been a Qualified Firefighter with the MFB or an Division 2 Qualified Firefighter with FRV. Division 2 Leading Firefighter employees are engaged in the duties of a Leading Firefighter in accordance with the position description for that classification in SCHEDULE 23 - Employee Classification Descriptions
- 156.3.11. **Division 2 Station Officer** means an appointed Officer who has completed a minimum of 6 years professional / career firefighting service with the MFB and/or FRV, with at least 1 year at a minimum classification of Leading Firefighter with the MFB and/or Division 2 Leading Firefighter with FRV, and has successfully completed the Division 2 Station Officer units and FRV Station Officer assessment. Station Officer employees are engaged in the duties of a SO in accordance with the position description for that classification in SCHEDULE 23 - Employee Classification Descriptions.
- 156.3.12. **Division 2 Senior Station Officer** means an appointed Officer who has completed a minimum of 2 years' service with the MFB and/or FRV at the Station Officer or Division 2 Station Officer Level and has successfully completed the Division 2 Senior Station Officer units and assessment. Division 2 Senior Station Officer employees are engaged in the duties of a Division 2 SSO in accordance with the position description for that classification in SCHEDULE 23 - Employee Classification Descriptions.
- 156.3.13. **Division 2 Commander** means an appointed officer who has completed a minimum of 1 years' service with the MFB and/or FRV at the SSO or Division 2 SSO Level on shift and a minimum of 1 years' service with the MFB and/or FRV at the SO, SSO Division 2 SO or Division 2 SSO Level in a day duty department and who has successfully completed the Division 2 Commander units and assessment. Division 2 Commander employees are engaged in the duties of an Division 2 Commander in accordance with the position

description for that classification in SCHEDULE 18 - Commander Job Description.

- 156.3.14. **Division 2 Assistant Chief Fire Officer** means an employee appointed officer who has a minimum of two years' service with the MFB and/or FRV at the Commander or Division 2 Commander Level and who has successfully completed the Division 2 ACFO units and assessment. Division 2 ACFO employees are engaged in the duties of a Division 2 ACFO in accordance with the position description for that classification at SCHEDULE 21 - ACFO Position Description and the functions at SCHEDULE 22 - ACFO Recognition of Operational Functions.
- 156.3.15. **Division 2 Fire Service Communication Controller** means an appointed officer who has completed a minimum of 10 years' service with the MFB and/or FRV at the Station Officer or Division 2 Station Officer Level (half of which has been on shift) and has successfully completed the Division 2 FSCC units and assessment. Division 2 FSCC employees are engaged in the duties of a Division 2 FSCC in accordance with the position description for that classification at SCHEDULE 20 - FSCC Job Description.
- 156.3.16. **Division 2 Senior Fire Service Communication Controller** means a Fire Service Communication Controller who has completed 12 months service within the MFB and/or FRV at the classification of FSCC or Division 2 FSCC. Where this **Workplace Determination** refers to a Division 2 FSCC, it shall be taken to include Division 2 Senior FSCC, unless the context requires otherwise.
- 156.3.17. A secondment program which operates separately to the appointment and progression clauses for an Internal Secondment of Operational Staff from the Division 3 Operational Stream of Firefighting to the Division 2 Operational Stream of Firefighting is in clause 51 - Internal Secondment of Operational Staff.
- 156.3.18. No person is allowed to sit for any assessment for a given rank in this Division unless that person has served the length of service that would otherwise make them eligible for promotion to that rank.
- 156.4. It is acknowledged that the rank and promotional structures referred to in this Division are appropriate and will be maintained for the life of this Workplace Determination. No new Division 2 classification or rank will be created other than by agreement of the parties.
- 156.5. Opportunity to undertake qualifications
- 156.5.1. FRV will provide access at FRV's expense for employees to undertake and complete units and assessments required to progress through the classifications and paypoints from Division 2 Recruit Firefighter to Division 2 Leading Firefighter

in accordance with the minimum timeframes as contained within clause 156. In addition, FRV will provide access at FRV's expense for employees to undertake and complete units and assessments where employees are accepted on to promotional courses or are promoted or appointed to any classification or paypoint under this **Workplace Determination**.

- 156.5.2. Any Division 2 Firefighter eligible to complete the Division 2 Leading Firefighter units, upon completion of such units, shall be given the opportunity to complete the "Command and Control" module within 6 months.
- 156.5.3. Priority among existing employees for the opportunity to undertake the "Command and Control" module will be in order of the date Division 2 Leading Firefighter qualifications were completed (or Leading Firefighter qualifications as were completed with the MFB) commencing with the earliest qualified employees.
- 156.5.4. Priority among existing employees for the opportunity to undertake these units will be in order of the date eligibility was achieved commencing with the earliest eligible employees.
- 156.5.5. Progression and access to all other promotional courses and/or assessments for which progression is automatic on completion of qualifications and time will be in order of the date employees qualify for access to courses and/or assessments.
- 156.5.6. Where access to internal progression is not provided in accordance with this clause (clause 156), FRV will pay employees an allowance equal to the difference between their substantive wages and the wage they would have attained if access was provided. To avoid doubt, these employees' actual classification and paypoint will not change until the units and assessments have been successfully completed or the appointment made, as the case may be.
- 156.5.7. If an employee has completed all required units, qualifications and assessment as part of an internal promotional course, and the employee has not been promoted to the new classification, then FRV will pay the employee an allowance equal to the difference between their substantive wage and the wage equivalent to the higher classification. To avoid doubt, these employees' actual classification and paypoint will not change until the units and assessments have been successfully completed or the appointment made, as the case may be.
- 156.6. FRV will advertise all promotional courses to Division 2 Employees over a period equal to but no less than two rostered periods.
- 156.7. FRV will notify promotional courses to those Division 2 Employees who have taken long service leave or any other leave that exceeds

two rostered periods by electronic means to the address provided by the employee.

- 156.8. All advertised positions or courses for the selection of candidates for promotion to Division 2 FSCC shall include on their selection panels the Division 2 FSCC Instructor running the course or their delegate (who must be another senior FSCC).

156.9. **Employee Development Opportunities**

- 156.9.1. The purpose of this clause is to provide a more harmonious workforce through development opportunities and creating efficiencies for FRV by:

156.9.1.1. Filling an agreed amount of temporary acting up positions which shall be regulated and monitored by the Rostering Committee;

156.9.1.2. Providing efficiencies to FRV by effective rostering planning;

156.9.1.3. Improving opportunities for career development for employees who have expressed an interest to undertake promotion to the next classification above their substantive classification (e.g. an Division 2 Station Officer who has expressed an interest to undertake a promotional course to Division 2 Senior Station Officer);

156.9.1.4. Providing a mechanism for improved development of staff;

156.9.1.5. Providing transparency in staff promotional opportunities;

156.9.1.6. Facilitating improved training course planning;

- 156.9.2. For the purposes of this clause, “acting up” will be defined as when an employee acts into the next most senior classification to their current classification, under the terms and conditions of this clause.

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

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

156.9.4. The following will apply:

156.9.4.1. On a monthly basis, FRV will monitor the number of Division 2 Employees at each classification and publish the numbers for each classification contained within this Division 2 on FRV intranet site.

156.9.4.2. On a monthly basis, FRV will also publish on the FRV intranet site the movement and increase or decrease of the numbers of each Division 2 classification.

156.9.5. Minimum numbers for promotional courses

156.9.5.1. The parties will apply the following targets:

156.9.5.1.1. All Division 2 Senior Station Officer promotional courses will be at a minimum of 12 candidates for each course.

156.9.5.1.2. All Division 2 Station Officer promotional courses will be at a minimum of 20 candidates for each course.

156.9.5.1.3. All Division 2 FSCC promotional courses will be at a minimum of 4 candidates for each course.

156.9.5.1.4. All Division 2 Commander promotional courses will be at a minimum of 10 candidates for each course.

156.9.6. Trigger Figures for the conducting of promotional courses

156.9.6.1. The parties will establish the following "trigger figures" as part of this Workplace Determination which requires FRV to conduct a promotional course for each classification if the number of Division 2 Employees at any such classification falls equal to such trigger figures.

The trigger figures for Division 2 Station Officers, Division 2 Senior Station Officers, Division 2 FSCC's and Division 2 Commanders will be as follows:

156.9.6.1.1. Division 2 Station Officer classification 10.

156.9.6.1.2. Division 2 Senior Station Officer classification 6.

156.9.6.1.3. Division 2 FSCC classification the figure which when it is reached leaves the total number of Division 2 FSCC's

available (excluding those ill or on leave) at 8 in total.

156.9.6.1.4. Division 2 Commander classification 5 and will be appointed as vacancies occur.

- 156.9.7. To facilitate the above, where FRV is required to initiate a promotional course, FRV will ensure all Division 2 Employees are notified electronically by FRV memorandum. Such memorandums calling for applications will be issued within one week of the trigger figures being met.
- 156.9.8. To comply with FRV's employment principles, FRV will advertise all FRV memorandums for such Division 2 promotional courses over a period equal to but no less than two rostered periods. This will ensure that personnel on annual leave will have the opportunity to apply for such promotional courses.
- 156.9.9. FRV will identify and notify those Division 2 Employees who have taken long service leave or any other leave that exceeds two rostered periods by facilitating the information to be disseminated to such employees via electronic means. Reciprocal obligation is that such Division 2 Employees must notify and provide FRV contact details when on such leave, i.e. either an alternative email address or SMS contact details.
- 156.9.10. FRV will conduct pre-entry for the courses to facilitate the above promotional courses in a timely manner.
- 156.9.11. FRV will commence all courses as soon as practical but no later than six months after the trigger figure has been reached. If a promotional course has not commenced in the 6 month period, or a promotional course takes longer than six months to complete, acting up will cease for that rank unless the parties to this Workplace Determination approve otherwise.
- 156.9.12. Acting Up Opportunity Principles - The opportunity to act up will be shared on an equitable basis amongst eligible employees across departments and districts. The rostering committee will monitor this process to ensure an equitable distribution of acting up opportunities is offered to employees amongst departments and districts.
- 156.9.13. FRV will not allow an individual to act up more than one roster (for a shift position) and two months (for a day work) at a time, except where an individual is equitably appointed for consecutive acting up positions due to being the only applicant who has applied to undertake such acting up opportunity or where agreed by the parties.

- 156.9.14. Acting up personnel will wear the insignias of the rank in which they are acting up to (except helmet identification), so that it is clear which classification they are acting up into.
- 156.9.15. Unless otherwise agreed between the parties, employees undertaking acting up duties under this clause will not be recalled into the classification which they are acting up into.
- 156.9.16. Division 2 Employees undertaking acting up duties can be retained in the classification into which they are acting up.
- 156.9.17. Division 2 Employees undertaking acting up duties cannot be sent on standbys.
- 156.9.18. This clause is to be used for limited and temporary employee development opportunities, and it is not intended to be used for any reduction to the substantive minimum crewing targets as specified in clause 158 and SCHEDULE 1 -SCHEDULE 16 - Staffing Chart. To avoid any doubt, if there is any disputation over this clause and the crewing chart, then the crewing chart shall prevail.
- 156.9.19. The parties will review the Employee Development Opportunities clause within 12 months of the date of this Workplace Determination.
- 156.9.20. On a monthly basis, FRV will monitor the number of Division 2 Employees at each classification and publish the numbers for each classification contained within this Division 2 on FRV intranet site.
- 156.9.21. On a monthly basis, FRV will also publish on their intranet site the movement and increase or decrease of the numbers of each classification under this Division 2.

157. DIVISION 2 SYSTEMS CONDITIONS

- 157.1. FRV shall implement and apply the Division 2 Systems Conditions to the duties and work of Division 2 firefighters when deployed on operational responses.
- 157.2. The Division 2 Systems Conditions shall comprise:
 - 157.2.1. The Greater Alarm Response Matrix at SCHEDULE 24 - and its application insofar as it is reasonably practicable at any operational incident;
 - 157.2.2. The Rescue Exposure Confinement Extinguishment Fire Duty (RECEF) transitioning to Rescue Exposure Confinement Extinguishment Overhaul (RECEO) at SCHEDULE 25 - RECEF Transitioning to RECEO and its application at operational incidents;
 - 157.2.3. The Division 2 systems of work at SCHEDULE 26 - and its application at operational incidents;

157.2.4. The Breathing Apparatus Procedures at SCHEDULE 9 - and its application at operational incidents;

157.2.5. The deployment of an Division 2 firefighter on operational duties only when he or she has satisfactorily completed FRV training reasonably required to secure safe practice in the classification or rank in which he or she is deployed;

157.2.6. In the event of the deployment of an appliance safe crewing levels of 4 firefighters for a primary appliance and otherwise in accordance with the following Table:

Appliance	Crew Level
Pumper	4
Pumper Tanker	4
Water Tanker	3
Ultra Large	3
Rescue	2
Aerial	2
Teleboom	4
Transporter	2
BA Bus	3
BA Support	1
Control Unit	2
District Car	1
Commander - ACFO Vehicle	1
Fireboat 1	4
Fireboat 2	4
UAV	1
HAZMAT	2
Rehab Unit	1

Appliance	Crew Level
Strike Team or task force appliance under clause 136	4
New appliance	Safe level to be determined under the consultation provisions of this Workplace Determination at clause 18 Consultation

157.2.7. The presence of 7 firefighters on the fire ground prior to the commencement of operations save and accept where otherwise agreed between the UFU and FRV.

157.2.8. The Strategic Location Profile of pumping capacity and specialist appliances as referred to in the crewing chart at SCHEDULE 1 - Staffing Chart insofar as it provides for the availability of equipment necessary for the attendance at operational incidents likely to arise in the locations concerned.

157.2.9. [Blank]

157.3. The Division 2 Systems Conditions comprise the safe system of work. Any variations to the Division 2 Systems Conditions or the safe system of work must only occur via clause 18 - Consultation. An employee shall not be required to undertake, and shall be entitled by force of this clause to decline to undertake, operational response duties in the event of non-compliance with a Division 2 Systems Condition.

157.4. To give effect to the above, the parties will allocate staffing targets in accordance with clause 158, SCHEDULE 16 - Minimum Crewing Chart of Division 2 and SCHEDULE 1 - Staffing Chart of Division 1.

158. MINIMUM STAFFING RATIOS FOR DIVISION 2 EMPLOYEES

158.1. Without limiting FRV's general right to determine the number, identity or appointment of its staff, FRV will apply the minimum staffing ratios, appliance allocation, locations and levels in place that were required under the Fire Rescue Victoria Operational Employees Interim Agreement 2020 (**Interim Agreement**) immediately prior to the operation of this Workplace Determination, as appropriate minimum targets. These targets are set out in the Charts in SCHEDULE 1.

[Explanatory Note: The Minister/FRV seek to maintain the Interim Agreement minimum staffing requirements.]

It is proposed to:

- (i) Insert the remainder of clause 39 from the Interim Agreement, updated to remove the

parts of the clause that are clearly historical (eg references to previous increases including many implemented prior to or during the Interim Agreement);

(ii) Insert Schedule 1 from the Interim Agreement updated to reflect the minimum staffing required under the Interim Agreement.]

158.2. [Blank]

158.3. [Blank]

158.4. [Blank]

158.5. [Blank]

158.6. [Blank]

158.7. [Blank]

158.8. [Blank]

158.9. [Blank]

158.10. [Blank]

158.11. [Blank]

158.12. [Blank]

158.13. [Blank]

158.14. [Blank]

158.15. [Blank]

158.16. [Blank]

158.17. [Blank]

158.18. [Blank]

158.19. [Blank]

158.20. [Blank]

158.21. [Blank]

159. ROSTERING

159.1. Division 2 Employees shall be rostered in accordance with this clause.

159.2. For reasons including the welfare and safety of employees covered by this **Workplace Determination**, FRV will not employ any Division 2 Employee on any basis other than a roster of hours provided for in this **Workplace Determination**.

- 159.3. Save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES, FRV will not employ a Division 2 Employee on a part-time or casual basis, and no Division 2 Employee may hold a position on such a basis, unless in each case there is agreement between all parties (agreement is required for each employee).
- 159.4. This clause is subject to the rights of employees to work in a non-station based position pursuant to clause 56 Rights Under NES.
- 159.5. Employees other than full time employees shall have access to all terms and conditions under this Workplace Determination on a pro rata basis and shall receive an insecure work allowance of 25% of their annual wage.
- 159.6. Employees shall have their normal hours of work arranged in the following manner:
- 159.6.1. With the exception of operational dayworkers, full-time Division 2 Employees shall work and be rostered in accordance with the operational "10/14" roster set out in clause 168, 10/14 Roster System and the conditions in clause 169, 10/14 Shifts or the conditions set out in clause 145 Roster of Hours for Division 2 FSCC's.
- 159.6.2. Full-time operational dayworkers (Division 2 Firefighters who are not working on a roster referred to in sub-clause 159.6.1) shall work and be rostered in accordance with the special duties roster set out in clause 170.
- 159.6.3. Where part-time employment is agreed, part-time employees will:
- a) work and be rostered on hours negotiated and agreed in writing between FRV the Division 2 Employee and (save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES) the UFU that, on average are less than 42 hours per week. These hours may be worked over a 5 day cycle and may include evening or weekend work;
 - b) Be paid special duties allowance not at a pro rata rate; and
 - c) be paid for any additional hours worked at overtime rates.
- 159.7. For the avoidance of doubt, Division 2 FSCCs are able to access the part-time rostering arrangements in accordance with this clause and clause 56 Rights Under NES.

160. TRAINING AND PROFESSIONAL DEVELOPMENT - DIVISION 2 EMPLOYEES

- 160.1. The parties recognise that the Public Safety Industry Reference Committee (PSIRC) and/or its successor has developed national competency standards for fire services.
- 160.2. There is currently an agreed Emergency Response Training Framework document between the parties in relation to Division 2 Employees to which is attached at SCHEDULE 12 - Emergency Response Training Framework. The parties **will** give effect to all of the recommendations included in the framework. To avoid doubt the parties also give effect to the provisions of each of the sections contained in the framework document as the agreed training principles, delivery agreement, implementation of training agreement and the FRV training content.
- 160.3. **In all training matters in relation to Division 2 Employees, the parties will comply with the requirements of the framework. Any such matters may only be changed via the consultative arrangements under this Workplace Determination.**
- 160.4. The above Emergency Response Training Framework aligns required units of competency and training requirements with the Division 2 Firefighting classifications employed by FRV in accordance with industry standards and agency specific requirements.
- 160.5. Any future changes to this document will be **via the consultative arrangements under this Workplace Determination.**
- 160.6. Training will take place at agreed recognised training locations and not at fire stations, unless otherwise agreed.
- 160.7. **FRV will conduct an extensive range of preventative and preparedness programs and meet its duty of care by ensuring a minimum of seven professional firefighters to fireground incidents before commencement of safe firefighting operations.**
- 160.8. In proceeding with this proposal it is accepted that:
 - 160.8.1. In addition to the current practices skill acquisition training of Division 2 Firefighters will take place at recognised training venues on a planned muster and dismiss basis by firefighters on roster.
 - 160.8.2. This training will only apply between Monday to Friday to skill acquisition of specialist appliance skills and Leading Firefighter courses, of 4 days duration, together with skill maintenance training for USAR, HART, WER, Road Accident Rescue and Trench Rescue. No more than the crews from four by 4 crew appliances will participate at any one time. Where additional staff are available they will

be used to crew the district appliances prior to appliances being redeployed.

160.8.3. Community safety programs will be delivered on a planned basis by on shift firefighters in accordance with the plan developed by the Officer in Charge in consultation with the Community Resilience Commander. The plan will be developed having regard to the identified risk profile of the area and the capabilities of relevant employees.

160.9. Attendance by Division 2 Employees at all training and all professional development courses will be paid for by FRV and will be attended during the course of an employee's ordinary span of hours, except where FRV requests and the employee agrees to undertake such activity outside of such hours whereby they will be paid overtime in accordance with this Workplace Determination. Any costs incurred by the employee in the attendance at any training or professional development will be met by FRV. To avoid doubt, Division 2 Employees cannot elect to undertake training other than that which is provided by FRV or agreed via consultation to be provided by other than FRV, and be reimbursed for associated costs.

160.10. FRV will provide sufficient specialist courses so that FRV can maintain its operational capabilities and so that Division 2 Employees are able to undertake their work and having regard to employee work life balance and equitable sharing of duties. The minimum number of courses may be varied via the consultation process.

160.11. In addition, FRV will also provide the following technical operations courses for Division 2 Employees:

160.11.1. BG4

160.11.2. HAZMAT Technician

160.11.3. Marine (WER)

160.11.4. USAR (Incorporating Trench Rescue)

160.11.5. HART (Incorporating Confined Space)

160.11.6. Shipboard Fire-fighting

160.12. Within the first six months of this Workplace Determination the parties will agree on staffing levels of Division 2 Employees (as part of concept of operations) for each technical operations specific area. To ensure operational efficiency needs are maintained, technical operations courses will be scheduled once agreed trigger figures (part of the agreed staffing levels and concept of operations) have been reached.

160.13. FRV will provide as a minimum annual skills maintenance training for all Division 2 Firefighters that have a qualification in specialist roles or in the operation of specialist appliances or equipment.

160.14. All changes to technology, upgrades of software, changes to IT use or introduction of new software which may affect Division 2 Employees will be introduced with the provision of training courses delivered by operational staff and/or appropriately qualified persons as implemented through the consultation provisions at clause 18 Consultation.

160.15. FRV will keep accurate and up to date records of all Division 2 Employee training and acquisition of skills, competencies and qualifications. Such records shall be available to employees on request.

161. UNIFORMS, APPLIANCES AND EQUIPMENT

161.1. FRV shall supply each Division 2 Employee and be responsible for the cost of replacing, repairing and / or cleaning the articles of clothing and / or equipment (including Breathing Apparatus sets) that must be worn and / or used by the employee.

161.2. FRV shall reimburse each Division 2 Employee for the cost of the purchasing, replacing, repairing and/or cleaning the articles of clothing and/or equipment that the Union and FRV agree must be worn and/or used by the employee. This provision does not apply where such clothing and equipment is provided, replaced, repaired and/or cleaned or paid for by FRV.

161.3. The replacement, repairs and/or cleaning of the articles of clothing and equipment will occur when reasonably required by each Division 2 Employee and/or when the uniform or equipment becomes so soiled or damaged that it requires cleaning, repair or replacement and/or when uniform or equipment can no longer meet certification to an agreed standard.

161.4. The parties acknowledge that the occupation of firefighting is an extremely hazardous and dangerous occupation where firefighters can be deployed into known and unknown hazardous situations to perform the rescue of life and protection of property.

In this context, the parties have prioritised the health and safety of the employee covered by this Workplace Determination through the following clause.

FRV and UFU must agree on all aspects of the:

161.4.1. articles of clothing;

161.4.2. equipment, including personal protective equipment;

161.4.3. technology;

161.4.4. station wear; and

161.4.5. appliances;

to be used or worn by Division 2 Employees. 'All aspects' includes, without limitation, design and specifications. This applies to new and replacement items. 'Appliances' is defined as including any vehicle used by employees (including vessels and aerial vehicles) and any vehicle attachment such as a POD or trailer.

161.5. The agreed list of station wear, uniform and PPC&E for FRV Employees is attached at SCHEDULE 14 - List of Station Wear, Uniform & PPC/E.

161.6. Attached at SCHEDULE 15 - APPLIANCES is the agreed list of appliances with general specifications for use by FRV Employees as at the commencement of this Workplace Determination. The replacement, use or commissioning of any appliances (including appliances not included in the schedule) must be in accordance with the specifications within the schedule with any variations in accordance with the consultation processes under clause 18.

161.7. [Blank].

161.8. A plan of distribution of replacement items for Division 2 Employees is at SCHEDULE 14 - List of Station Wear, Uniform & PPC/E.

161.9. To avoid doubt, all Division 2 recruits will be issued with car coats as part of their initial uniform provision.

161.10. Further to the above, FRV will provide any Division 2 Employee who so requires them prescription eye protection/safety glasses as well as access to eye tests as part of the agreed health screening program.

161.11. Further to the above, FRV will develop, consult and agree with the UFU a rehabilitation solution for Division 2 Employees to deal with the anticipated thermal stress of new PPC and changing work environment.

161.12. Emergency response where PPC being repaired or cleaned:

161.12.1. Where a Division 2 Firefighter has all 3 sets of their Structural PPC away for laundry or repair:

161.12.1.1. the Division 2 Employee will not be responded to any incident where they would be required to wear their Structural PPC, this includes as a driver or pump operator.

161.12.1.2. FRV will ensure that minimum crewing targets are maintained during this period.

161.12.2. Where a Division 2 Firefighter has all 3 sets of their Wildfire PPC away for laundry or repair:

161.12.2.1. the Division 2 Employee will not be responded to any incident where they would be required to wear their Wildfire PPC.

161.12.2.2. FRV will ensure that minimum crewing targets are maintained during this period.

161.12.3. Where an Division 2 Firefighter has all 3 sets of their Rescue PPC away for laundry or repair:

161.12.3.1. the Division 2 Employee will not be responded to any incident where they would be required to wear their Rescue PPC.

161.12.3.2. FRV will ensure that minimum crewing targets are maintained during this period.

161.12.4. No Division 2 Firefighter shall use or be required by FRV to use other firefighters PPC or spare FRV PPC, except in accordance with processes implemented via the consultation provisions at clause 18 Consultation.

161.13. Any new appliance proposed to be introduced into FRV which relates or may relate to work performed by Division 2 Employees will only be introduced where agreed between FRV and the UFU. Agreement will be on all aspects including but not limited to the design and specification, infrastructure, staffing levels targets and conditions, training and allowances related to the appliance.

161.14. For the avoidance of doubt, prior to the development / building or tendering of the appliance/s consultation will occur and FRV will consult via clause 18 Consultation of this Workplace Determination on:

161.14.1. Design and specifications of the appliance;

161.14.2. Infrastructure to house the appliance and staffing levels within a fire station;

161.14.3. Safe Staffing targets to crew and operate the appliance;

161.14.4. Training package required to operate the appliance and end equipment stowed;

161.14.5. Allowances to be qualified to operate the appliance and end equipment stowed.

- 161.15. UFU will inspect appliance/s at least three stages during the build and on completion or at any change in a Manufacturer or at the completion of a run of appliances.
- 161.16. For the avoidance of doubt, this clause will also apply to any refurbishment or rebuild of an appliance/s.
- 161.17. All appliances used by Division 2 Employees will be equipped with at least 5 breathing apparatuses at all times or at least 1 for every person who catches the appliance at any time (whichever is greater), except where agreed by consultation.
- 161.18. **All stations** and appliances used by Division 2 Employees will have an operating thermal imaging camera. Such camera will be an agreed model.
- 161.19. All stations in the will have the following additional equipment within the first 6 months of this Workplace Determination:**
- 161.19.1. thermal imaging camera of the agreed specification – 1 per appliance, except where agreed otherwise by the parties**
- 161.19.2. Agreed gas detectors – 1 per heavy pumper and 4 personal gas detectors**
- 161.19.3. 1 portable radio per person per shift and at least 1 spare radio on each appliance**
- 161.20. On retirement, Division 2 Employees shall be entitled to keep their uniform if they choose. The conditions and limitations will be in accordance with an agreed policy.
- 161.21. For reasons including but not limited to safety and security, at all times, all uniforms and personal protective equipment provided and assigned to a Division 2 Employee shall remain designated for use only by that employee.
- 161.22. **For** reasons including employee health, safety and welfare continued use of appliances that have exceeded their lifespan is an unacceptable risk to firefighters and the communities they are responsible to protect. FRV acknowledges that at least 15 appliances currently in commission have exceed their lifespan. Accordingly, FRV will introduce 20 new agreed FRV Rescue Pumper appliances over the life of this **Workplace Determination** subject to government funding being received by FRV.

162. ALLOWANCES AND REIMBURSEMENTS GENERAL

- 162.1. The monetary amounts of the allowances provided for in this Division set out in SCHEDULE 17 - Allowances (with the exception of Clause 162.5 Personal Expenses and Accommodation) shall be paid in accordance with Australian

Tax Office legislation. However, in the case where a Division 2 Employee received less than the net amount stipulated in SCHEDULE 17 -the parties will have discussions regarding the reduced quantum. Each party reserves their rights to pursue any reduction in net entitlements in accordance with the above so no employee is disadvantaged.

162.2. All allowances will increase by [to be inserted]% from the date of commencement of this Workplace Determination.

162.3. In accordance with existing practice any claim for additional allowance, new allowance, or increase to an existing allowance, will be referred to FWC for conciliation if the parties are unable to agree. The parties reserve their rights to put their respective positions (to avoid doubt, this clause applies despite the no extra claims clause).

162.4. The methods of payments for individual allowances will continue as per the custom and practice for payments of allowances. Any changes to methods of payments, including implementation of any such changes, shall only occur in accordance with Clause 18 – Consultation.

162.5. **Personal expenses and accommodation**

162.5.1. Procedures for and the amount of personal expenses relating to travel, accommodation and personal expenses for Division 2 Employees in addition to those contained elsewhere in this Workplace Determination, are contained in the Personal Expenses and Accommodation Agreement at SCHEDULE 17 - Allowances Division 2 Part B, which shall apply.

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

162.6. **Expenses and Roster Penalties**

162.6.1. When a Division 2 Employee is detailed for duty to a location other than that to which the employee is currently rostered, such employee shall receive two weeks' notice of such duty. An employee, in the event of not receiving two weeks' notice of such duty, and such duty has not been designated an emergency, shall, in addition to his or her wages be paid/reimbursed;

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

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

- 162.6.1.3. If the duty location is further from the employee's residence than the location to which that employee is currently rostered, an allowance of fifteen minutes each way at ordinary rates for each six kilometres or part thereof measured by the radius, which separates his/ her currently rostered location and duty location.
- 162.6.2. When this **Workplace Determination** provides that an Division 2 Employee is entitled to 'rostering penalties' then the employee shall, in addition to his or her wages, receive the payments prescribed in sub-clause 162.6.1 (to avoid doubt, there is no requirement for less than two weeks' notice for the provisions referred to above to be paid).
- 162.6.3. When a Division 2 Employee is detailed for duty to a location other than a location within his or her district, or an annexed location, under the rostering arrangements in place from time to time such employee shall, in addition to his or her wages, receive the payments prescribed in sub-clause 162.6.1 (To avoid doubt, there is no requirement for less than two weeks' notice for the provisions referred to above to be paid). For the purposes of this Division "District" means a geographic area as applied at the commencement of the **Workplace Determination** or as subsequently agreed between the parties from time to time and which may also be described as a "Zone".
- 162.6.4. When a Division 2 Employee, while on duty at his or her currently rostered location is required to perform duty at another location he or she shall:
- 162.6.4.1. If returned to his or her currently rostered location during his or her duty shift the employee shall be reimbursed the cost of reasonable transport, between his or her currently rostered location and the location at which he or she is required to perform duty, the provisions of this subclause shall not apply where FRV provides reasonable transport; or
- 162.6.4.2. If he or she remains on duty at such other location until the end of his or her duty shift, he or she shall, in addition to his or her wages be paid:
- 162.6.4.3. the appropriate single fare to his or her currently rostered location; and

162.6.4.4. an allowance equal to one half-hour's (30 minutes) wages at overtime rates; and

162.6.4.5. if the duty location is further from his or her residence than the location to which he or she is currently rostered, an allowance of fifteen minutes at ordinary rates for each six kilometres or part thereof measured by the radius, which separates the location to which he or she is currently rostered and the duty location.

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

162.6.6. A Division 2 Employee who by agreement with his or her employer uses his or her own motor vehicle on FRV's business shall be paid the motor vehicle / mileage allowance in clause 104.7 per kilometre travelled.

162.6.7. A Division 2 Employee transferred or detailed for duty to another location for less than one roster shall be entitled to the provisions in sub-clause 162.6.1 (To avoid doubt, there is no requirement for less than two weeks' notice for the provisions referred to above to be paid)

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

162.6.9. A Division 2 Employee who is retained on the completion of his or her night shift in circumstances where such night shift prior to retention was interrupted by a fire call, incident or a requirement to undertake fire duty, shall be paid a travel allowance which covers reasonable travelling time to his or her residence following that retention period.

162.6.10. Where a Division 2 Employee is recalled to work at a work location which is different to an employee's rostered station, the employee shall be paid a relieving allowance of \$[to be inserted] per shift.

162.7. **Special Duties Allowance**

162.7.1. Division 2 Employees rostered for Special Duties shall receive an allowance in accordance with SCHEDULE

17 - Allowances whilst so rostered. Special Duties shall include all rostered duty in all FRV departments including but not limited to Training and Education, Fire Safety and Administrative areas of Operations as well as the rosters of all day work personnel on OSG.

162.7.2. UFU and FRV will consult during the life of this Workplace Determination on the Special Duties Allowance for Division 2 Station Officers and/or Senior Stations Officers rostered to designated FRV District Stations. For the avoidance of doubt, and until any harmonisation of Rostering systems occurs, designated FRV District Stations are 1, 7, 44, 25 and 22. Any entitlement will be referred to the Fair Work Commission for determination if the parties are unable to agree by consent between the parties at the time. Both parties reserve their rights to put their respective positions.

162.8. Qualification Allowances

162.8.1. A holder of IFE Graduate/Technician Certificate or a Certificate of Fire Technology or equivalent shall receive an allowance in accordance SCHEDULE 17 - Allowances.

162.8.2. A holder of IFE Graduate/Technician Certificate and Certificate of Fire Technology or equivalent shall receive an allowance in accordance with SCHEDULE 17 - Allowances.

162.8.3. A holder of IFE Membership and Graduate/Technician Certificate or equivalent shall receive an allowance in accordance with SCHEDULE 17 - Allowances.

162.8.4. A holder of Certificate IV in Workplace Training and Assessment shall receive an allowance in accordance with SCHEDULE 17 - Allowances.

162.8.5. UFU and FRV agree to review, and update, the IFE Qualifications as against the IFE Qualifications published via The Institution of Fire Engineers (UK).

162.9. Payment of Allowances

162.9.1. FRV will pay for any allowance, any Variation Voucher or any request for reimbursement of expenses in a timely manner. To avoid doubt, a timely manner is no more than three weeks from when the work was performed or expense was incurred.

163. RECREATION/ANNUAL LEAVE

163.1. Division 2 Recruit to Division 2 Commander classifications and Division 2 FSCC classifications

- 163.1.1. An employee shall be entitled to 65.06 days Recreation/Annual leave per year which shall accrue.
- 163.1.2. For employees on-shift, such leave is to be taken in periods of 28 days within alternating periods of twenty weeks and 24 weeks.
- 163.1.3. Where an employee leaves his or her employment before the completion of a full qualifying period for annual leave in any year of service, he or she shall be entitled to pro rata payment in lieu of annual leave for such broken period of service.
- 163.1.4. Where an employee requests annual Leave at half the rate of pay that they would ordinarily be entitled to, such application for annual leave at half the rate of pay shall be considered at the discretion of the Deputy Commissioner or their delegate.
- 163.1.5. All applications will be treated in an equitable and consistent manner and consent will not be unreasonably withheld.
- 163.1.6. When an employee is granted annual leave at half the rate of pay that they would ordinarily be entitled to, the following clauses shall apply:
 - 163.1.6.1. If the employee elects to take only that period at half pay, only reduce the employee's Annual Leave entitlements by half of what it would be reduced by had they taken their Annual leave at full pay; or
 - 163.1.6.2. If the employee elects to take twice the period of leave at half pay, reduce the employee's Annual Leave entitlement by the amount it would have reduced had they taken their ordinary entitlement for the ordinary leave period.
- 163.1.7. An employee shall be able at their election to swap a period in which to take annual leave with another willing employee subject to approval of FRV.

163.2. **Annual leave - ACFOs**

- 163.2.1. An employee shall be entitled to 5 weeks' recreation leave per year plus a minimum of 11 public holidays.
- 163.2.2. No Employee covered by this **Workplace Determination** will be allowed to work for FRV during any period of recreation leave including Long Service Leave. Any employee who uses Bereavement Leave or Sick Leave during a period of Recreation Leave shall extend the Recreation Leave or shall be recredited by the period of

time he / she is on Bereavement Leave and/or, Sick Leave.

163.2.3. An employee who uses sick leave of one hour/week or more shall extend the Long Service Leave or shall be recredited by the period of time he/she is on Sick Leave.

163.2.4. If an employee is required to work, or is rostered for priority recall, on any day which is a public holiday under the Public Holidays Act 1993, the employee will be entitled to an additional day's paid recreation leave. The current practice of accruing such leave on an hour for hour basis will continue.

163.3. **Annual leave – conditions that apply to all Division 2 employees**

163.3.1. Annual leave shall continue to accrue during any form of paid leave or when an employee is on WorkCover.

**PART B - CONDITIONS APPLYING TO DIVISION 2 RECRUIT
FIREFIGHTER THROUGH TO DIVISION 2 ACFO's**

164. APPLICATION OF PART B

- 164.1. This part applies to all employees with any exceptions as provided for in parts C and D of Division 2 of the **Workplace Determination**.

165. CLASSIFICATIONS

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

- 165.1.1. Division 2 Recruit Firefighter
- 165.1.2. Division 2 Firefighter Level 1
- 165.1.3. Division 2 Firefighter Level 2
- 165.1.4. Division 2 Firefighter Level 3
- 165.1.5. Division 2 Qualified Firefighter
- 165.1.6. Division 2 Senior Firefighter
- 165.1.7. Division 2 Leading Firefighter
- 165.1.8. Division 2 Station Officer
- 165.1.9. Division 2 Senior Station Officer
- 165.1.10. Division 2 Commander
- 165.1.11. Division 2 Assistant Chief Fire Officer

- 165.2. It is the intention of the parties that there will be no entry to the Division 2 operational stream of firefighting other than through the Division 2 recruit firefighter training course. Accordingly, FRV will not appoint, promote, progress or transfer a person to any rank referred to in this clause above, or to a position or classification holding any such rank, and no person may hold such a rank, position or classification, unless that person:

- 165.2.1. is (and immediately prior to the appointment, promotion, progression or transfer was) engaged in the Division 2 operational stream of firefighting:

- 165.2.1.1. who holds a Division 2 rank referred to in clause 164.1 and has completed the service referred to in clause 156 and

- 165.2.1.2. holds the prerequisites for the rank set out in clause 11 to which they are to be promoted, appointed, progressed or transferred, and

165.2.1.3. has completed any other necessary assessment and possesses any other necessary prerequisites for appointment, promotion, progression or transfer.

165.3. The only exceptions to the above shall be where:

165.3.1. an employee is laterally entered pursuant to this Workplace Determination; or

165.3.2. the employee was, immediately prior to the Establishment Date, employed by the MFB in an equivalent classification and transferred their employment to FRV; or

165.3.3. where this Workplace Determination explicitly provides otherwise.

165.4. 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.

166. HOURS OF WORK

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

166.2. The rostered hours of each employee shall not exceed:

166.2.1. 14 on any one day;

166.2.2. 48 in any 7 consecutive days;

166.2.3. 96 in 14 consecutive days;

166.2.4. 192 in 28 consecutive days;

166.2.5. 336 in 56 consecutive days.

166.3. Shower and changing times

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

166.3.2. Duty which requires a shower and change includes but is not limited to false alarms.

167. ROSTER OF HOURS

167.1. FRV shall employ each employee on one of the following rosters:

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

167.1.2. Special Duties Roster (referred to below); or

167.1.3. Any other configuration as agreed between the UFU and FRV.

167.1.4. Part time employees shall be rostered in accordance with clause 159 Rostering.

168. 10/14 ROSTER SYSEM

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

168.1. Shifts

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

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

168.2. 10/14 Roster system

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

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

169. 10/14 SHIFTS

The following general conditions shall apply:

- 169.1. The roster may be varied for employees on special duties and to provide that during the first year of service an employee may be rostered on a different configuration as agreed between FRV and UFU.
- 169.2. The roster when once compiled shall not be departed from, except in accordance with the provisions of this Workplace Determination and by personal agreement between FRV and the employees concerned.
- 169.3. In the event of an alarm requiring any station to stand by, or turn out, for an incident being received at the station during roll call, the oncoming shift shall crew the appliances, and if required, proceed to the incident and the off going shift shall remain on duty if required until the other shift returns, or until otherwise directed, when it shall be dismissed.
- 169.4. If, when the oncoming shift reports at a station at the time prescribed for the change of shift, the other shift is proceeding to, or attending an incident, the oncoming shift, if so directed shall, after roll call, proceed to the incident. The officer or senior member of the shift shall report the arrival of the shift to the Officer-in-Charge of the incident without delay. The off going shift shall remain on duty at the incident until relieved. The Officer-in-Charge at the incident may, if it is expedient, hold both shifts for duty at the incident. If the off going shift is not required at the incident, or detailed for duty elsewhere, it shall return to its station and remain available until the other shift returns, or until otherwise directed, when it shall be dismissed.
- 169.5. In the event of one or more members of the oncoming shift being absent, an equal number of members in the shift on duty may be detained on duty until relieved.
- 169.6. Subject to the provision of this clause, employees shall be dismissed punctually from their rostered shift.

170. SPECIAL DUTIES ROSTER

- 170.1. An employee rostered to Special Duties shall:
- 170.1.1. Be required to work an average of 42 hours per week, two of which shall be overtime work and paid for as such and the remaining two hours shall be taken as accrued leave;
- 170.1.2. Receive the same total weekly wage as employees on the 10/14 roster as well as the Special Duties allowance set out in 162.7 Special Duties Roster; and

- 170.1.3. Shall otherwise be entitled to all the terms and conditions of this **Workplace Determination**.
- 170.2. Where an employee is required to undertake duties that are outside of the standard hours for the work location the following shall apply:
 - 170.2.1. Where such activity involves normal activities a minimum break between periods of duty of ten hours shall apply.
 - 170.2.2. Where such activity involves a major fire or major incident a minimum break between periods of duty of twelve hours shall apply.
- 170.3. Where FRV agrees to a request in accordance with clause 9 or clause 56 of this **Workplace Determination** which involves work other than full time, that employee will not be required to work the average number of hours per week referred to in sub-clause 170.1.1.

171. ROSTERING PENALTIES

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

172. ROSTERING ARRANGEMENTS AND PROCEDURES

- 172.1. Review
 - 172.1.1. The parties **will** review the current rostered leave arrangements and in particular leave alignment with the intention of investigating a system whereby personnel returning to work from leave shall return to day shift rather than night shift. Any recommendation arising from the parties' review shall not result in any employee being disadvantaged.
 - 172.1.2. The review of rostering will also focus on:
 - 172.1.2.1. ensuring equity in the recall system
 - 172.1.2.2. making the recall system District based
 - 172.1.2.3. allocating an even number of employees to each District
 - 172.1.3. The parties **will also, as part of reviewing rostering,** have regard to compliance with the Division 2 Systems Conditions clause and a view to eliminating the current duplication that occurs via decentralized setting of rostering of personnel. There will be an operational position of a centralized dedicated rostering officer (who holds the minimum classification of Commander).
- 172.2. Rostering
 - 172.2.1. The roster will be published every 28 days detailing the workplaces of all operational employees. If necessary

penalties will be paid as determined by this **Workplace Determination**.

- 172.2.2. Employees will not be rostered in such a way that adversely impacts on their residential or travel arrangements.
 - 172.2.3. A Rostering Committee that has equal employer and UFU representation, will monitor and review all Rostering issues.
 - 172.2.4. Any employees that transfer across districts to cover a day worker will fill that position on a temporary basis.
 - 172.2.5. Any person who is transferred within the 14 day penalty period due to the personal welfare issues of any other employee will not be entitled to penalties.
- 172.3. Allocation of employees
- 172.3.1. Each district has been allocated a number of employees to fulfil the minimum crewing chart and to cover personnel on rostered Annual Leave and other leaves. Employees will be allocated to perform duties by reference to a district, platoon, but not a particular station. Day workers will be allocated a district, platoon and station to which employees were rostered prior to the commencement of day work, with the exception of those employees newly promoted to officer rank.
- 172.4. Vacant Positions
- 172.4.1. Employees shall be entitled to be on a waiting list for a home district vacancy (district vacancy list).
 - 172.4.2. Where levels drop below the allocated trigger points a vacant position occurs. Vacant positions will be filled on the basis of rank, qualifications and experience required.
 - 172.4.3. Vacant Positions will be filled from the district vacancy list.
 - 172.4.4. Any employee up to the rank of Division 2 SSO can apply to be placed on the district vacancy list by email to FRV (to the Rostering Commander or their replacement).
 - 172.4.5. Any classification above Division 2 SSO may have their personal circumstances taken into account on a case by case basis and refer such matter to the Transfer Grievance Committee in the event that a matter is not resolved.
 - 172.4.6. At the time this Workplace Determination is made, the parties will review the current district vacancy list to give effect to this clause..**
 - 172.4.7. Any employee who declines an offer to fill a vacant position from the district vacancy list will return to the bottom of the list

if a position is declined a fourth time when the vacancy offer is for the same platoon. The employee will remain in the same position on the list if a position is declined for a different platoon.

172.4.8. Newly promoted Division 2 Station Officers & Division 2 Senior Station Officers will automatically be deleted from any district vacancy list applied for previously. These employees must reapply for a transfer to an outer district via the district vacancy list.

172.4.9. Where the district vacancy list does not provide a candidate the following will occur:

172.4.9.1. Requests from employees to transfer across platoons within the employees current allocated district will be requested.

172.4.9.2. The vacant internal position will be advertised by email, authorised by the Rostering Commander.

172.4.10. Where there are no applicants or candidates for any vacant position FRV (via the Rostering Commander) will consider the criteria of rank, qualifications and place of residence (time, travel and distance) of potential employees.

172.5. Transfers of employees within districts

172.5.1. In relation to transfers of employees within districts FRV will have due regard to all and any impact on employees from movement, both in terms of the number of times moved, and the number of stations an employee is moved to.

172.5.2. Employees to be transferred may be personally notified on shift with 14 clear days' notice in addition to any time where the employee is on leave. Employees cannot be notified whilst on leave. Personal notification includes email and the personal email address has been installed and employees are trained in its use. To avoid doubt, personal notification only occurs where the employee receives and is able to read an email whilst on shift at work.

172.5.3. Where this subclause is not followed in part or whole, rostering penalties shall apply.

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

172.5.5. An employee will not be contacted or notified of a rostered transfer whilst on recreational leave.

172.5.6. For the purpose of payment of penalties, the following circumstances constitute a move (Transfer)

- When an employee is transferred from his/her current station to another station counts as a move.
- Temporary secondments to any day work positions, counts as a move.
- Returning from any temporary secondment from any day work positions, counts as a move.
- An employee who is placed on Operational Support and is transferred to another work place, counts as a move
- To avoid doubt, when an employee is moved and non-annexed penalties apply, this counts as a move
- To avoid doubt, when an employee temporarily acts up or undertakes higher duties and either of the first 5 points above also applies, this counts as a move
- To avoid doubt, any of the above points, regardless of whether penalties apply for late notification count as moves

172.5.7. For the purpose of payment of penalties, the following circumstances do not constitute a move (Transfer)

- If an employee is transferred to a station or day work position that they have applied for and been granted, this transfer does not count as a move.
- If an employee is transferred to another station because of a mutual change, this is not counted as a move.
- If an employee returns from annual leave to the last station he/she was rostered to prior to annual leave, this does not count as a move.
- Where penalties are paid due to late notification (non-emergency) or part roster change, the move back to the normal rostered station is not counted as a move.

Note:

In any other circumstances not contemplated above including but not limited to disciplinary action the rostering committee will determine what is a move or not a move.

172.6. Transfers to another District

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

Annexed Stations:

- Central District is annexed to all stations in the outer districts, as long as the transfer is closer to an employee's place of residence (in travel, time and distance).
- Western District is annexed to stations 1, 2, 3, and 38.
- Northern District is annexed to stations 1, 2, 3, and 10.
- Southern District is annexed to stations 1, 10, and 38.
- Eastern District is annexed to stations 1, 3 10 and 38.

To avoid doubt, non-annexed station penalties also apply to Commanders or other ranks rostered to day work positions undergoing skills maintenance on shift.

During the life of this Workplace Determination, rostering processes (including but not limited to annexed stations) will be subject to review in accordance with Clause 12 – Alignment and Clause 18 – Consultation.

Rotation of Employees

A rotation system separate to the transfer clauses to provide employees with enhanced work life balance will be applied.

Any employee allocated a district position in Central District is entitled after 3 years to apply for a transfer to an outer district for eleven working rosters to temporarily interchange positions with an employee of the same rank (a rotation application list) The rotation application list includes the following:

- 1 Division 2 SSO per platoon per outer district, per year
- 2 Division 2 SO's per platoon per outer district, per year
- 3 Division 2 LFF's per platoon per outer district, per year
- 5 Division 2 FF per platoon per outer district, per year'

The Rostering Committee may review these numbers when appropriate.

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

Should there be no personnel on such list(s) then normal rotation procedure shall apply. If this occurs, FRV shall first choose employees with the least amount of time previously spent in Central District with equivalent qualifications/rank etc.

Any person rotated into Central during the previous Enterprise Agreement will not be rotated from their allocated district. Any UFU Delegate, Shop Steward, accredited representative or OHS representative shall also not be rotated if they so elect.

Employees on rotation will be notated on the current rosters.

[Blank]

to the parties will consult about rotation principles within the first 12 months of this Workplace Determination.

172.7. [Blank]

172.8. [Blank]

172.9. New Employees

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

172.10. Promotions

- * All newly promoted Division 2 Station Officers and Division 2 Senior Station Officers including day workers will be initially allocated to Central District.
- * Newly promoted Division 2 Station Officer & Division 2 Senior Station Officer will automatically be deleted from any district vacancy list applied for previously. These employees can apply for a transfer to an outer district via the district vacancy list.
- * Moves shall return to zero upon promotion to Division 2 Station Officer & Division 2 Senior Station Officer.
- * The number of moves in the 3 year roster cycle will remain the same upon promotion to any rank up to and including Division 2 Leading Firefighter.

172.11. Short term platoon changes

FRV will have regard to the negative impact on employees of transfers across platoons. Transfers across platoons will be avoided where possible and will be for a maximum of one roster. Such transfers will only be used to maintain the efficient operational capacity of the organisation. Unless the employee agrees to extend such transfers for more than a maximum of one roster and such transfer is only used to maintain the efficient operational capacity of FRV, then employees who are transferred shall be paid rostering penalties.

In circumstances where transfers across platoons are necessary FRV will notify employees of any vacant positions across the platoons by email and employees are entitled to apply for a transfer across platoons to fill vacant positions.

If there is a vacancy then when filling the vacancy, FRV will have regard to any applications from employees as provided for above and the following:

- * If the transfer cannot be filled via application, the criteria of rank, qualifications and place of residence (travel, time and distance) shall be considered.
- * A register will be kept by rosters regarding equity in transfers across platoons. In any 3 year roster agreement period an employee should not be required to transfer across platoons on more than one occasion.
- * Every effort will be made to ensure employees transferring across platoons will remain at the same station.

172.12. Long Term/Permanent Platoon Changes

Periodically it may be necessary to balance the staffing allocation to maintain the efficient operational capacity of FRV in each platoon in each district, mainly due to retirements, resignations and promotions. FRV shall have regard to the negative effects of such changes on employees and disruption to employees personal and work life. The aim of this entire process either changing districts or within a district is to minimise the disruption to any employees work life balance.

172.13. Changing Districts

FRV will follow the points in the order from 1 through to 5 in the process below to obtain a balance when district changes are required:

1. Selections from district vacancy list
2. Advertising positions when vacancies cannot be filled from the district vacancy list.
3. Firefighter Level 1 placements
4. Promotions
5. Rank, qualifications and place of residence (travel, time and distance).

172.14. Within Districts

FRV will follow the points in order from 1 through to 5 in the process below to obtain a balance when changes are required:

1. Requests registered with FRV from other platoons
2. Advertising positions when vacancies cannot be filled from the requests registered with the FRV from other platoons
3. Firefighter Level 1 placements
4. Promotions
5. Rank, qualifications and place of residence (travel, time and distance).

- 172.15. A Transfer Grievance Committee, established pursuant to Clause 96 – Rostering Arrangements & Procedures, shall hear and determine any transfer grievance brought before it by any employee who believes he/she has been unfairly treated because of a transfer.

173. BREAKS

- 173.1. Employees are entitled to a paid meal break of one hour during each shift. During this time the employee is to remain on duty.
- 173.2. Subject to operational requirements meal breaks will be taken at regular times and will be commenced within five hours of commencing duty.
- 173.3. Employees performing fire duty continuously for a period of three hours or more are entitled to a paid 30 minute refreshment break.
- 173.4. An employee working overtime shall be allowed a paid rest period of twenty minutes after each four hours worked, if the employee continues to work after the rest break.

174. OVERTIME

- 174.1. All time worked by an employee in excess of the day's rostered shift or for more than four shifts in any seven consecutive days shall be paid for at the rate of double time per hour, calculated to the nearest quarter of an hour.
- 174.2. An employee recalled to work overtime shall be paid for a minimum of four hours' work at the rate of double time per hour. They shall not be required to work the full four hours if the job they were recalled to perform is completed within a shorter period.
- 174.3. At the election of the employee, time off equivalent to the period of overtime worked may be taken in lieu of receiving double rates, provided that if the time off has not been taken, an employee may later elect that the penalty rate for the overtime will be paid.
- 174.4. An employee recalled to work overtime shall be paid travelling time, at ordinary rates, except on Sundays and public holidays when time and one half apply. In addition, a payment of \$[to be inserted] per kilometre or part thereof, shall be made in respect of the distance travelled from home to work and return.
- 174.5. An employee on shift work who is retained on duty, at the conclusion of a rostered shift for 60 minutes or more shall be paid a minimum of four hours at double time, provided that if the work to be done is completed within four hours, the employee need not stay for the full four hours.
- 174.6. An employee retained on duty after a night shift, shall be entitled to eight consecutive hours off duty, without loss of pay for ordinary working time.
- 174.7. All recall or retention provisions apply regardless of whether or not any notice is provided for the overtime.

175. REST AND RECLINE

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

175.2. Operational work will be:

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

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

175.3. FRV will consult, in accordance with the consultative provisions of this Workplace Determination, prior to implementation, on pre-planned activities on a case by case basis.

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

176. FIRE INVESTIGATION

176.1. FRV and UFU will move towards a state-wide Fire Investigation Unit. Discussions will occur between the parties in accordance with Clause 18 – Consultation.

176.2. The objective of these discussions shall be to harmonise the Fire Investigation Unit, including but not limited to remuneration, conditions, job description and qualifications.

176.3. Such discussions shall occur within the first 12 months of approval of this Workplace Determination. In the event that the matter has not been resolved within this time period, the parties reserve their right to refer the matter to Fair Work Commission for conciliation and, if there is no agreement, for arbitration by agreement between the parties to the dispute.

B1 - WAGES, ALLOWANCES AND OTHER REMUNERATION

177. WAGES

177.1. Each employee shall be employed in one of the following classifications or pay point increment and be entitled to the following rates (enterprise rates) at the relevant dates:

WAGES PER WEEK

[Explanatory Note: Table of wage rates to be inserted and provided through the intractable bargaining workplace determination process noting the Minister /FRV's position is that there should be four annual increases to wages of 3% on 1 July each year]

177.2. For the purpose of the above table, the pay increment for a Division 2 Senior Leading Firefighter is the paypoint for a professional / career

firefighter who has completed 5 years' service within the MFB or FRV at the classification of Leading Firefighter or Division 2 Leading Firefighter. To avoid any doubt, a Division 2 Senior Leading Firefighter is a paypoint, not a classification.

- 177.3. From the commencement of this Workplace Determination, for the purpose of the applicable pay point for a Division 2 Commander or Division 2 ACFO in clause 177.1, FRV will recognise the consecutive service of the employee:

177.3.1. As an acting Division 2 Commander immediately prior to them commencing a Commander Course, upon their appointment to the substantive rank of Commander, where such service was carried out following the commencement of this Workplace Determination; and

177.3.2. As an acting Division 2 ACFO immediately prior to them commencing an ACFO Course, upon their appointment to the substantive rank of ACFO, where such service was carried out following the commencement of this Workplace Determination;

- 177.4. Overtime

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

178. HIGHER DUTIES

- 178.1. To ensure the chain of command, where there is an employee absent, FRV will fill the absence with an employee at the equivalent classification or where this Workplace Determination allows, FRV will act up an employee.
- 178.2. A Division 2 Leading Firefighter may act in place of a Division 2 Station Officer.
- 178.3. A Division 2 Leading Firefighter acting as a Division 2 Station Officer shall be paid at the rate of an Division 2 Station Officer.
- 178.4. A Division 2 Station Officer or above may act in place of an employee of the next higher rank with the exception of Clause 135 – COMMANDER SECONDMENT QUALIFICATIONS ALLOWANCE – CAREER DEVELOPMENT OPPORTUNITY FOR STATION OFFICERS AND SENIOR STATION OFFICERS.
- 178.5. A Division 2 Station Officer or above, acting at the next higher rank, shall be paid at the commencement rate for the classification of the next higher rank. With the respect to Clause 135 – COMMANDER SECONDMENT QUALIFICATIONS ALLOWANCE – CAREER DEVELOPMENT OPPORTUNITY FOR STATION OFFICERS AND SENIOR STATION OFFICERS, a Division 2 Station Officer acting in place of an employee at the rank of Commander shall be paid at the commencement rate for that classification.
- 178.6. Employees in charge of an appliance and who must have command and control qualifications will be paid at least the Division 2 Leading Firefighter Rate.

- 178.7. Despite anything in this clause to the contrary, where an employee is acting up in a higher duties position at the commencement of this **Workplace Determination**, any payment for higher duties shall continue be paid at the rate of the employee that they are acting up for, for the entire period of higher duties.
- 178.8. To avoid any doubt, in all circumstances where an employee is performing higher duties they shall receive all applicable conditions and entitlements applicable to the higher position. This includes but is not limited to incremental progression within the higher rank and in such a way as that the time to achieve the ranks next increment may be made up of more than 1 separate higher duty blocks.
- 178.9. Where an employee is acting into a Division 2 Commander role, they shall receive use of a vehicle as though the employee held the substantive position and, subject to incremental progression under clause 178.8, shall be paid at the commencement rate for a Division 2 Commander.
- 178.10. Where an employee is undertaking higher duties in a position which is paid at a rate of less than 10% more than their substantive position, the employee will be paid a 10% higher duties allowance for all time worked, instead of the difference between their substantive rate and the rate of the position they are acting up into.
- 178.11. A Division 2 Commander may act in place of a Division 2 ACFO for a period of time. Subject to incremental progression under clause 178.8, an employee who acts as a Division 2 ACFO for any period shall be paid at the commencement rate for a Division 2 ACFO for the entire period of higher duties.
- 178.12. A Division 2 ACFO may act in place of a Deputy Commissioner for a period of time. An employee who acts as a Deputy Commissioner will be paid at the rate of a Deputy Commissioner for the entire period of higher duties.
- 178.13. An employee who is performing higher duties before commencing a period of leave and performs higher duties after their leave shall be entitled to have their leave paid at the higher duties rate.
- 178.14. An employee who has performed higher duties for longer than 1 month and who at the time of arranging leave were of the understanding that they would remain on higher duties immediately prior to the leave, shall be entitled to have their leave paid at the higher duties rate.
- 178.15. To avoid doubt, performing higher duties at any rank is entirely at the election of the employee concerned.

179. ALLOWANCES

Where an allowance is a qualification allowance, the employee must maintain their skills to continue to receive the allowance. In the event that FRV does not provide the employee with the opportunity to maintain their skills, the employee will continue to receive the allowance despite not maintaining their skills.

179.1. Division 2 Commander Reliever Allowance

The parties will review conditions of designated Division 2 Commander Relievers in the first 12 months of this Agreement. Any outcomes from such review will be discussed between the parties and subject to dispute resolution if no agreement is reached. Division 2 Commander Reliever duties include a dual role, providing relief for Division 2 Commanders and capability for planned absences and leave as well as performing general operational management responsibilities and activities during non-relieving periods.

Upon the introduction of any additional Division 2 Commander Reliever positions, consultation will occur in relation to the following matters:

- Workload and intensity;
- Administrative arrangements which may be required in recognition of the unique role of Commander Relievers; and
- Any other matters required to be addressed in order to introduce the Division 2 Commander Reliever position in a fair, equitable and reasonable manner.

In the event that an employee is unable to take planned leave because FRV is unable to provide relief in accordance with this clause, then the lack of relief and relief arrangements will be the subject of consultation. An employee inconvenienced by FRV's inability to provide relief may utilise the dispute resolution procedure of this Workplace Determination.

179.2. Hazardous Material Technician Allowance

Employees who undertake and successfully complete training as a Hazardous Material Technician shall be paid an allowance of \$[to be inserted] per week.

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

The parties will discuss and develop a rostering system within 12 months of the commencement of this Workplace Determination to ensure that the opportunity to obtain Hazardous Material Technician qualifications and perform this function is applied equitably to all FRV employees.

180. FURTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR PROFESSIONAL INSTRUCTORS

180.1. Appointment

- 180.1.1. FRV will not appoint a person to a position of professional instructor, and no person may hold a position of professional instructor, unless that person is an operational employee who holds a Division 2 operational stream of firefighting rank referred to in clause 156.3.10.

180.2. Classification and Location of Instructors

- 180.2.1. Any positions over and above the current Chart in SCHEDULE 1 - Staffing Chart will not be at the expense of Division 2

professional / career Firefighter and Division 2 Station Officer numbers. If Division 2 professional / career Firefighter or Division 2 Station Officer numbers increase as contemplated above it is not intended that they will be at the expense of day work instructors.

- 180.2.2. All training and assessment including but not limited to that listed in SCHEDULE 12 - Emergency Response Training Framework shall be undertaken by FRV professional instructors only, unless by agreement with the UFU.

180.3. Certificate IV Training

- 180.3.1. FRV will ensure all professional instructors are provided with necessary opportunities to obtain the current industry level certificate IV training and assessment within 6 months of making this Workplace Determination. Where this is not possible due to an employee's circumstances, the employee can attain the qualification at a later date suitable to them.

180.4. Further study

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

180.5. Qualification allowance

- 180.5.1. In recognition of the acquisition of Diploma of Training and Assessment or equivalent, Instructors will receive a Qualification Allowance in accordance with SCHEDULE 17 - Allowances.

180.6. Provision of Courses

- 180.6.1. It is intended that the following target minimum number of Instructors at the substantive ranks (or as otherwise agreed between the parties) shall be engaged to work on the courses as specified:

Course	Division 2 ACFO	Division 2 Commander	Division 2 SSO	Division 2 SO	Division 2 LFF	Division 2 Senior FSCC
Division 2 Recruits	-	1	1	12	1	-
Division 2 LFF	-	-	-	2	2	-
Division 2 SO	-	1	1	1	1	-

Division 2 SSO	-	1	1	1	-	-
Division 2 FSCC	-	-	-	-	-	2
Division 2 Commander	-	1	1	-	-	-

180.6.2. For a professional instructor work on a course, the instructor shall have all of the vocational competencies being delivered.

180.6.3. Target numbers of substantive ranks for courses which are not listed in clause 218.19.1 shall be agreed between the parties.

180.7. Location of Work

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

180.8. Wages

180.8.1. Division 2 Firefighters and Division 2 Station Officers working as an Instructor shall be paid at the rate specified in the table in sub-clause 180.8.3.1.

180.8.2. No Instructor shall be paid less than the rate of a Division 2 Station Officer.

180.8.3. Appointees

180.8.3.1. Instructors will translate to the following pay rates based on their substantive classification:

Substantive Classification	Pay Rate as Instructor	Instructor Title
Division 2 Leading Firefighter	Division 2 Station Officer	Division 2 Leading Firefighter
Division 2 Station Officer	Division 2 Senior Station Officer	Division 2 Station Officer
Division 2 Senior Station Officer	Division 2 Senior Station Officer plus 10 relativity points of QFF	Division 2 Senior Station Officer
Division 2 Commander	Division 2 Commander	Division 2 Commander
Division 2 ACFO	Division 2 ACFO	Division 2 ACFO

PART C - ADDITIONAL CONDITIONS APPLYING TO DIVISION 2 COMMANDER TO DIVISION 2 ACFO CLASSIFICATIONS

181. APPLICATION OF PART C

181.1. This part applies to all employees of FRV engaged in or performing work that is or may be performed by an employee engaged in a classification or occupation referred to below:

181.1.1. Division 2 Commander

181.1.2. Division 2 ACFO

182. ACFO HOURS OF WORK

182.1. Employees shall be rostered in accordance with this clause.

182.2. Employees other than full time employees shall have access to all terms and conditions under this **Workplace Determination** on a pro rata basis and shall receive an insecure work allowance of 25% of their annual wage.

182.3. Employees shall have their normal hours of work arranged in the following manner:

182.4. Save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES, FRV will not employ an employee on a part-time or casual basis, and no employee may hold a position on such a basis, unless in each case there is agreement between all parties (agreement is required for each employee).

182.4.1. Where part-time employment is agreed, part-time employees will:

182.4.1.1. work and be rostered on hours negotiated and agreed in writing between FRV the employee (save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES) and the UFU that, on average are less than 38 hours per week. These hours may be worked over a 5 day cycle and may include evening or weekend work;

182.4.1.2. Receive special duties allowance not at a pro rata rate; and

182.4.1.3. be paid for any additional hours worked at overtime rates, or

182.4.1.4. work in accordance with clause 159 Rostering, and where any reference to 42 hours in clause 159 Rostering shall be read as 38 hours.

- 182.4.2. Full-time employees shall work in accordance with sub-clauses 182.5 to 182.10.
- 182.4.3. For the avoidance of doubt, ACFOs are able to access the part-time rostering arrangements in accordance with this clause and clause 56
- 182.5. FRV wishes to continue the present arrangement which is that the Division 2 ACFO and their direct supervisor agree on a balanced approach to hours of work.
- 182.6. It is recognised that Division 2 ACFO's are expected to work as directed and as needed within an average of a 38 hour week.
- 182.7. In this context, Division 2 ACFO's are expected to manage their own diaries so that there is a balance between working time and time off.
- 182.8. FRV respects the right of Division 2 ACFO's to balance their working time through compensatory time off on an individual basis for which approval will not be withheld.
- 182.9. If an employee believes that they are unreasonably being expected to work additional hours, and compensatory time off is being unreasonably withheld, then the dispute resolution clause shall be applied.
- 182.10. The line manager shall ensure that hours of work are managed consistent with FRV's obligations under the Fair Work Act 2009 or its successor.

183. SPECIAL ROSTERS AND REST PERIODS

- 183.1. To avoid doubt, these provisions apply as well as roster and hours of work provisions in part A of this Division.
- 183.2. A special roster is a roster to be recalled or standby on call as opposed to standard rosters under clause 167 Roster of Hours. The special rosters include the following types agreed to between FRV and the UFU:
 - 183.2.1. Executive Officers and Commanders Special Roster (EOCSR)
 - 183.2.2. Regional Controller Roster
 - 183.2.3. State Control Centre Roster
- 183.3. No other special rosters or special rostered position shall exist or be implemented, unless agreed to between the UFU and FRV.
- 183.4. Special roster hours shall be agreed between FRV and UFU.
- 183.5. Employees who are rostered to a special roster shall remain 100 kilometres from the district to which they are rostered

whilst on the special roster. Where the employee's residence is further than 100 kilometres from the district, FRV shall provide reasonable accommodation for the employee within 100 kilometres.

- 183.6. For the purpose of clause 183.13.2, time spent on emergency deployment more than 100 km from the Melbourne GPO shall also be recognised as time spent on a special roster.
- 183.7. All time spent recalled under a special duty roster (that is time where the employee is required to be on duty for a special duty roster shift when they would otherwise be off duty or standby on call for that shift) shall be paid at recall rates and conditions in accordance with the overtime provisions in clause 174. Where an employee is provided with less than 24 hours' notice of the requirement to be on a special duty roster outside of their normal roster on duty hours, the first 24 hours on a special roster must be recalled to be on duty and clauses 183.8 and 183.9 shall not apply to that shift.
- 183.8. Unless otherwise provided in this **Workplace Determination**, FRV will ensure employees do not work more than 14 hours consecutively. Work includes time on duty when the employee has been disturbed during an on call special roster.
- 183.9. Employees are entitled to 10 consecutive hours off duty between the completion of his or her ordinary work on one day and the commencement of ordinary work on the next day, excluding any travel time (including travel to and from a place of rest). The definition of ordinary work under this subclause includes time on duty when the employee has been disturbed during an on call special roster together with time where an employee has been on duty on their normal roster. RDO/SDO relief will be provided for in the event that the Rostered and/or State Duty Officer performs 14 hours on duty in any 24 hour period until the Rostered and/or State Duty Officer achieves a 10 hour break.
- 183.10. If any employee does not receive the rest periods as outlined in this clause, a penalty rate of double time will be paid for all time on duty until the commencement of the time when the required rest periods are taken, in addition to any other entitlements provided in this Division.
- 183.11. Where work involves ongoing major operational activity, FRV will ensure that there are adequate breaks during periods of duty, including by ensuring that they have adequate relief available.
- 183.12. Where an employee who performs a rostered on call position at night is disturbed between 2300hrs and 0700hrs from their rest for any matters related to their special duties roster, the disturbance will be counted as one hour on duty. If the duty required is greater than 1 hour, the whole time on duty will be counted as on duty time. Where an activity requires an employee to be on duty for four hours or more in the one

night, then the employee is entitled at completion of duty to a ten hour break and the break will also be counted as time worked. Where an employee who performs a rostered on call position is disturbed at other times, the period of disturbance will be on duty time and paid at overtime rates where the employee is unable to adjust normal hours during the week to compensate.

183.13. To avoid fatigue, unless otherwise provided for in this Division, the employer will ensure that:

183.13.1. In any 35 day period, no employee shall be rostered on any special roster outside of normal roster on duty hours for more than 7 days.

183.13.2. In any calendar year, no employee shall be rostered for more than 56 days on any special roster, including for deployments outside of the Metropolitan Fire District. Any rostering beyond 56 days per year will only be by agreement between the employer, employee and the UFU. If an employee is rostered more than 56 days per year, FRV will pay the employee double time for all such time rostered outside of normal roster on duty hours and provide an equal amount of time as time off in lieu.

183.13.3. No employee will be required to work or be on a special roster more than 7 days consecutively. Any employee who works (that is disturbed and required to be on duty) more than 7 consecutive days whilst on a special roster must take 2 consecutive days off. These days will be paid at double time rates. For the purposes of this sub-clause, work means on duty for at least four hours in a day.

183.13.4. No employee will work or be on a special roster more than 4 nights in any week (Monday to Sunday). For the purposes of this clause the spread of hours for night work is between the hours of 1800 and 0800. Any employee who is on call and works for more than 4 hours on special roster duties for each night on 2 nights in any one week (Monday to Sunday) will be paid at triple time rates for a minimum of 4 hours for each additional night worked on special roster duties.

183.13.5. No employee will work more than 12 hours on a Saturday or a Sunday.

183.14. In the event of loss of motor vehicle license, employees will not be placed on a special roster.

184. CAREER DEVELOPMENT TRANSFER OPPORTUNITIES

184.1. The parties recognise employees covered by this Part are appointed to FRV and can be utilised and appointed to

dedicated positions within FRV (inclusive of secondment/'acting up' positions where applicable).

- 184.2. In the event of such transfers between positions, FRV commits to consult with the UFU and the employees concerned on the proposed transfer.
- 184.3. Any dispute about transfers or changes to an employee's work location shall be dealt with in accordance with the dispute resolution process of this **Workplace Determination**.

185. ACFO PERSONAL DEVELOPMENT

- 185.1. FRV may, upon application by the Division 2 ACFO, assist the Division 2 ACFO to undertake additional professional development activities through the provision of such financial assistance or leave with or without pay as is determined by the Fire Rescue Commissioner.
- 185.2. This clause shall not be used punitively or for disciplinary purposes.
- 185.3. Professional development opportunities will be shared equitably amongst Division 2 ACFOs.
- 185.4. FRV shall grant an employee leave with pay for preparation and attendance and travel necessary for any examination or presentation ceremony associated with an approved course of study.
- 185.5. Reimbursement of the costs of fees and books shall be met by FRV on successful completion of each module/subject.
- 185.6. At all times leave is subject to work requirements and determined on that basis.

186. ALLOWANCES / HIGHER DUTIES / REIMBURSEMENTS

- 186.1. Employees covered by this part are entitled to reimbursement of expenses as per any arrangements that apply to the Fire Rescue Commissioner and Deputy Commissioners, where such entitlement exceeds an entitlement otherwise conferred by the **Workplace Determination**. The application of this clause will be subject to Clause 18 – Consultation prior to implementation

186.2. EMR Allowance

All employees under this section will receive the allowance specified in clause 78 - Emergency Medical Response.

186.3. Telephone Rental/Internet Access Reimbursement

Employees covered by this part will be reimbursed for the cost of telephone line rental and internet access to their residence. Costs associated with work related phone calls including local phone calls, STD phone calls, facsimile transmissions and

computer remote access connections will be reimbursed by FRV. Where an employee has telephone rental/internet access as part of a bundle package or VOIP system the total amount will be paid,

187. ADDITIONAL ROLES

187.1. Division 2 Commanders and Division 2 ACFOs may perform the additional roles:

187.1.1. Executive Officers and Commanders Special Roster (EOCSR)

187.1.2. Regional Controller Roster

187.1.3. DCC Roster

187.1.4. State Control Centre Roster

187.1.5. RIAT Coordinator

187.2. All roster periods and arrangements for any such additional role, as well as resources required for the role must be implemented via the consultation process. FRV will not ask or require any employee to undertake any such role other than as implemented via clause 18.

187.3. Such positions will be advertised and filled via a fair and equitable selection process.

187.4. Any change to such positions shall be subject to consultation including agreement.

187.5. Pre-formed teams

187.5.1. There will also be pre-formed teams for significant incidents. The definition of significant incidents and composition of teams' qualifications, skills and competencies shall be determined by consultation under clause 18. Teams must have appropriate skills and competences.

188. TEMPORARY TRANSFER

Any employee covered by this **Workplace Determination** who agrees to be temporarily transferred shall be paid such salary and terms and conditions of employment in accordance with this **Workplace Determination**. In all cases the employees normal work location shall be deemed not to have changed.

189. VEHICLES

189.1. In recognition of the operational responsibilities of employees covered by this part, FRV will provide the employees with a blue-plated, appropriately equipped and fully maintained Emergency Response Vehicle (suitable for purpose and in line with current arrangements) that can, consistent with

policy, be utilised by the employees for personal and work related purposes.

189.2. The following constitutes appropriately equipped:

189.2.1. Safety standard in line with as a minimum the silver rated Victoria Police vehicle design or bronze rated Victoria Police vehicle design for 4WDs

189.2.2. Australian made where available

189.2.3. Diesel fuelled or as otherwise implemented in accordance with Clause 18 – Consultation

189.2.4. FRV radio

189.2.5. Bull bar

189.2.6. Off road 4WD capacity - unless the employee states that 4WD is not required

189.2.7. Tinted windows

189.2.8. First aid kits

189.2.9. Fire extinguishers

189.2.10. Fog lights unless employee elects otherwise

189.2.11. GPS

189.3. Where on the commencement of this **Workplace Determination**, employees have in place novated car leasing in their remuneration package this will continue at the election of the employee.

190. DIVISION 2 COMMANDER RELIEVER POSITIONS

190.1. The Reliever positions will have a dual role, providing relief for both Division 2 ACFO and Division 2 Commanders and capability for planned absences and leave as well as performing general operational management responsibilities and activities during non-relieving periods. These positions will not be relieved during any planned absences or leave.

190.2. FRV shall ensure that there are adequate numbers of Division 2 Commander Relievers in each district and HQ to ensure that substantive Division 2 Commanders in districts are relieved for the entire period of their leave.

190.3. Prior to the introduction of any additional Division 2 Commander Reliever positions, the parties must consult under clause 18 Consultation in relation to the following matters, and reach agreement about them:

a) The location(s) to which any Division 2 Commander Relievers will be appointed;

- b) The geographic areas in which Division 2 Commander Relievers may perform relieving duties;
- c) The ratio of Division 2 Commander Relievers to Division 2 Commanders/ACFOs required;
- d) Workload and intensity;
- e) Administrative arrangements which may be required in recognition of the unique role of Division 2 Commander Relievers; and
- f) Any other matters required to be addressed in order to introduce the Division 2 Commander Reliever position in a fair, equitable and reasonable manner.

190.4. In the event that an employee is unable to take planned leave because FRV is unable to provide relief in accordance with this clause, then the lack of relief and relief arrangements will be the subject of consultation under clause 18. An employee inconvenienced by FRV's inability to provide relief may utilise the dispute resolution procedure of this Workplace Determination.

DIVISION 3 – CONDITIONS APPLYING TO DIVISION 3 FIREFIGHTERS AND OTHER DIVISION 3 CLASSIFICATIONS

PART A – CONDITIONS APPLYING TO ALL DIVISION 3 EMPLOYEES

191. CLASSIFICATIONS, CAREER PATHS AND OPPORTUNITIES

- 191.1. The provisions of this clause shall be interpreted and applied having regard to the inherently dangerous nature of firefighters' duties.
- 191.2. Each employee to whom this Part applies shall be classified in one of the following classifications:
 - 191.2.1. Division 3 Recruit Firefighter
 - 191.2.2. Division 3 Firefighter Level 1
 - 191.2.3. Division 3 Firefighter Level 2
 - 191.2.4. Division 3 Firefighter Level 3
 - 191.2.5. Division 3 Qualified Firefighter
 - 191.2.6. Division 3 Senior Firefighter
 - 191.2.7. Division 3 Leading Firefighter
 - 191.2.8. Division 3 Station Officer
 - 191.2.9. Division 3 Senior Station Officer
 - 191.2.10. Division 3 Commander
 - 191.2.11. Division 3 Assistant Chief Fire Officer
 - 191.2.12. Division 3 Instructor
 - 191.2.13. Division 3 Senior Instructor
 - 191.2.14. Division 3 Communications Technical Service Officer
 - 191.2.15. Division 3 Protective Equipment Technician
 - 191.2.16. Division 3 Senior PE Technician
 - 191.2.17. Division 3 Pad Operator
 - 191.2.18. Division 3 Pad Supervisor
 - 191.2.19. Division 3 Fire Service Communication Controller
 - 191.2.20. Division 3 Senior Fire Service Communication Controller;
or

191.2.21. Division 3 Manager Community Safety.

191.3. Classification and Rank Appointment and Progression

The following classification descriptions shall apply.

The following are the definitions of all classifications relating to this Division including requirements for progression from classification to classification.

Employees may only be appointed to a Division 3 classification if they:

- a) are already employed in the Division 3 classification immediately below the classification to which they are to be appointed; or
- b) were, immediately prior to the Establishment Date, employed by the CFA in an equivalent classification and have transferred their employment to FRV.

For the avoidance of doubt, no person can be employed in a classification in this Division without first entering the CFA at the classification of recruit or FRV at the classification of Division 3 Recruit. The only exceptions to this are the lateral entry provisions of this Workplace Determination or in respect of the positions described at clause 191.10 of the Agreement.

191.3.1. **Division 3 Recruit Firefighter** means a probationary Firefighter, who is undertaking the Division 3 recruit firefighter training course and, where applicable, has been allocated as a Division 3 Recruit Firefighter in accordance with clause 85.7.

191.3.2. **Division 3 Firefighter Level 1** means a Division 3 Firefighter who has completed the CFA or Division 3 recruit firefighter training course in accordance with the training framework at SCHEDULE 12 -Training Framework. Division 3 Firefighter Level 1 employees who have successfully completed the Division 3 recruit firefighter training course shall be engaged in the duties of a Division 3 Firefighter Level 1 in accordance with the classification description for Firefighter Level 1 (SCHEDULE 35 - Classification Descriptions).

191.3.3. **Division 3 Firefighter Level 2** means a Division 3 Firefighter who has completed the Division 3 recruit firefighter course and has completed twelve months service with FRV and/or CFA and all Division 3 Firefighter Level 1 units.

Division 3 Firefighter Level 2 employees are engaged in the duties of a Division 3 Firefighter Level 2 in accordance with the classification description for Division 3 Firefighter Level 2 (SCHEDULE 35 - Classification Descriptions). The units

and training applicable for progression to this paypoint are contained in the training framework at SCHEDULE 12 - FRV Emergency Response Training Framework.

191.3.4. Division 3 Firefighter Level 3 means a firefighter who has completed 24 months service with FRV and/or CFA and all Division 3 Firefighter Level 2 units.

Division 3 Firefighter Level 3 employees are engaged in the duties of a Firefighter Level 3 in accordance with the classification description for Division 3 Firefighter (SCHEDULE 35 - Classification Descriptions). The units and training applicable for progression to this paypoint are contained in the training framework at SCHEDULE 12 -

FRV Emergency Response Training Framework.

191.3.5. Division 3 Qualified Firefighter means a firefighter who has completed a minimum of 36 months service with FRV and/or CFA, all Division 3 Firefighter Level 3 units and possesses the Certificate of Proficiency.

Division 3 Qualified Firefighter employees are engaged in the duties of a Division 3 Qualified Firefighter in accordance with the classification description for Division 3 Qualified Firefighter (SCHEDULE 35 - Classification Descriptions). The units and training applicable for progression to this paypoint are contained in the training framework at SCHEDULE 12 -FRV Emergency Response Training Framework.

191.3.6. Division 3 Senior Firefighter means a firefighter who translates to this paypoint as a result of being a Senior Firefighter in the *CFA/UFU Operational Staff Enterprise Agreement 2010*.

191.3.6.1. If the employee has completed the requirements of the Division 3 Leading Firefighter transitional arrangements he or she is deemed to be the equal of a Division 3 Leading Firefighter for the purposes of determining eligibility for:

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

191.3.7. Division 3 Leading Firefighter means a firefighter who has completed a minimum of 48 months career firefighting service with FRV and/or CFA, has successfully completed all Division 3 Firefighter Levels 1, 2 and 3 units, all Division 3 Qualified Firefighter units, all Division 3 LFF units and

assessment, all Division 3 Command and control units and has been a Division 3 Qualified Firefighter with FRV and/or CFA. Division 3 Leading Firefighter employees are engaged in the duties of a Division 3 Leading Firefighter in accordance with the position description for that classification in SCHEDULE 35 - Classification Descriptions.

191.3.8. Division 3 Station Officer means an appointed Officer who has completed a minimum of 6 years professional / career firefighting service with FRV and/or CFA, with at least 1 year at a minimum classification of Leading Firefighter with the CFA or Division 3 Leading Firefighter with FRV, and has successfully completed the Division 3 Station Officer units and Division 3 Station Officer assessment. Division 3 Station Officer employees are engaged in the duties of a Division 3 SO in accordance with the position description for that classification in SCHEDULE 35 - Classification Descriptions.

191.3.9. Division 3 Senior Station Officer means an appointed officer who has completed a minimum of 2 years' service with FRV and/or CFA at the Station Officer or Division 3 Station Officer Level and who has successfully completed the Division 3 Senior Station Officer units and assessment. The Parties **acknowledge** that Division 3 Station Officers who are appointed as Station Officers at the commencement of this **Workplace Determination** will be entitled to progress to Division 3 Senior Station Officer without appointment to a Senior Station Officer position following the completion of a minimum of 2 years' service with FRV and/or CFA at the Station Officer or Division 3 Station Officer Level and successful completion of the Division 3 Senior Station Officer units and assessment. Division 3 Senior Station Officer employees are engaged in the duties of a Division 3 SSO in accordance with the position description for that classification in SCHEDULE 35 - Classification Descriptions.

191.3.10. Division 3 Commander means an appointed officer who has completed a minimum of 1 years' service with FRV and/or CFA at the SSO or Division 3 SSO Level on shift and a minimum of 2 years' service with FRV and/or CFA at the SSO or Division 3 SSO Level and who has successfully completed the Division 3 Commander units and assessment (**the Commander requirements**). Division 3 Commander employees are engaged in the duties of a Division 3 Commander in accordance with the position description for that classification in SCHEDULE 35 - Classification Descriptions.

191.3.11. The Division 3 Commander classification also includes any employee who was previously classified as Operations Officer at the time this Workplace Determination is made.

191.3.12. Division 3 Assistant Chief Fire Officer means an employee appointed officer who has a minimum of two years' service with FRV and/or CFA at the Commander or Division 3 Commander Level and who has successfully

completed the Division 3 ACFO (former OM) units and assessment. Division 3 ACFO employees are engaged in the duties of a Division 3 ACFO in accordance with the position description for that classification in SCHEDULE 35 - Classification Descriptions.

191.3.13. The Division 3 ACFO classification also includes any employee who was previously classified as Operations Manager at the time this Workplace Determination is made.

191.3.14. **A Division 3 Instructor** means a person appointed to a position of Instructor in accordance with clause 218.1. Division 3 Instructor employees are engaged in the duties of a Division 3 Instructor in accordance with the position description for that classification in SCHEDULE 35 - Classification Descriptions.

191.3.15. **A Division 3 Senior Instructor** means a person appointed to a position of Division 3 Senior Instructor in accordance with clause 218. Division 3 Senior Instructor employees have a qualification of Diploma of Training and Assessment are engaged in the duties of a Division 3 Instructor in accordance with the position description for that classification in SCHEDULE 35 - Classification Descriptions.

191.3.16. **Division 3 Communications Technical Service Officer (CTSO)** means a technical employee employed in the Division 3 Communications Operations Technical Services Department.

191.3.17. **Division 3 Protective Equipment Technician** is an employee employed in the Division 3 Protective Equipment Department who performs duties associated with the maintenance and commissioning of personal protective equipment.

191.3.18. **Division 3 Senior Protective Equipment Technician** is an employee employed in the Protective Equipment Department who performs senior duties associated with the maintenance and commissioning of personal protective equipment and has previously been appointed as a Protective Equipment Technician.

191.3.19. **Division 3 PAD Operator** means an employee employed to perform duties relating to the operation of the practical area drill.

191.3.20. **Division 3 PAD Supervisor** means an employee employed in a supervisory role relating to the operation of the practical area drill.

191.3.21. **Division 3 Fire Service Communication Controller** means an appointed officer who has completed a minimum of 2 years' service with FRV and/or CFA at the Station Officer or Division 3 Station Officer Level and has successfully completed the Division 3 FSCC units and assessment.

Division 3 FSCC employees are engaged in the duties of a FSCC in accordance with the position description for that classification.

191.3.22. Division 3 Senior Fire Service Communication Controller means a Division 3 Fire Service Communication Controller who has completed a 12 months service within FRV and/or CFA at the classification of FSCC or Division 3 FSCC.

191.3.23. Division 3 Manager Community Safety (MCS) means an employee who was appointed as an MCS prior to the commencement of this Workplace Determination, or an appointed officer who has completed a minimum of 1 years' service with FRV and/or CFA at the Division 3 SSO Level on shift and a minimum of 2 years' service' with the CFA at the SSO Level and who has successfully completed the Division 3 Commander units and assessment (**the Commander requirements**) and Division 3 ACFO (former OM) units and assessment, or an employee who has been appointed as a Division 3 MCS category without having completed the Division 3 Commander and Division 3 ACFO requirements, engaged in the duties of a Division 3 MCS in accordance with the position description for that classification. Where a position description is not agreed by all parties at the commencement of this Workplace Determination, the parties will consider the MCS position description via the consultation clause 18 Consultation.

191.3.24. All Division 3 MCS employee appointments will only be made where the candidate has completed the Division 3 ACFO requirements.

191.3.25. There shall be 4 paypoints of Division 3 MCS and progression will be automatic on each anniversary of the appointment date of each Division 3 MCS.

191.4. Where this **Workplace Determination** refers to Division 3 Instructor or Division 3 FSCC, it shall be taken to include Division 3 Senior Instructor and Division 3 Senior FSCC, unless the context requires otherwise.

191.5. An Internal Secondment of Operational Staff program, which operates separately to the appointment and progression clauses, for an Internal Secondment of Operational Staff from the Division 2 operational stream of firefighting to the Division 3 operational stream of firefighting is contained in clause 51.

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

191.7. Regarding progression to the positions of Division 3 Commander and Division 3 ACFO, appointment shall be determined by reference to competencies and time served.

PROGRESSION

Employees selected to be promoted to Division 3 Commander, shall immediately upon appointment be released from normal duties to be provided the Division 3 Commander training. On completion of the course, all candidates will hold the position of Division 3 Commander.

Progression to Division 3 ACFO will be in accordance with meritorious, equitable and transparent process.

Competencies

SCHEDULE 12 - FRV EMERGENCY RESPONSE TRAINING FRAMEWORK sets out the competencies linked to Division 3 Commander levels 1-4 and Division 3 ACFO levels 1-4.

New Internal Appointments

Employees appointed to a Division 3 Commander position will be provided training in the proficiency for Division 3 Commander competencies. Subject to clause 215.3, all new appointments to Division 3 Commander will be to 'Commander on commencement' (Commander Level 1).

Subject to clause 215.3, all new appointments to Division 3 ACFO will be to 'ACFO on appointment' (ACFO Level 1).

(A) Personal Development and Progression

(AA) Employees at either Division 3 Commander or Division 3 ACFO level will progress automatically through the respective pay points level 1-4, 1 pay point each year. The exception to this is where a Commander has been given the opportunity to participate on the FRV Commander Course or Recognised Prior Learning (RPL) process and has not taken that opportunity. They will not progress through the pay points until they undertake such training.

FRV shall provide training so the employee may complete the required training as mentioned in SCHEDULE 12 - FRV EMERGENCY RESPONSE TRAINING FRAMEWORK..

191.8. With respect to progression the following conditions will be adhered to by FRV:

- A) Transparent and equitable competency criteria for progression of theory test, practical test and interview
- B) The workplace transfer request list as described below

Employees shall be entitled to register on a Workplace Transfer Request list on the commencement of this **Workplace Determination**. The list shall be ordered on commencement by:

1. Local relievers first
2. Seniority

After the lists are established, future list order will be based on time of application to the list.

For the avoidance of doubt, transfers also include transfer for employees who hold the competencies of the lower ranks and wish to transfer into a lower rank.

- 191.9. The minimum Division 3 SO and Division 3 SSO establishment profile is a target ratio of 6 firefighters to 1 Division 3 SO or Division 3 SSO required.
- 191.10. Where Division 3 Communications Technical Services Officer, Division 3 Protective Equipment Technician, Division 3 Senior Protective Equipment Technician, Division 3 Pad Operator and Division 3 Pad Supervisor vacant positions arise, FRV will offer these positions to employees already employed under this Division and in accordance with the requirements under the relevant clauses of this Division. Where no internal applications are received for the positions referred to in this sub clause from employees already employed under this Division, consultation under clause 18 - Consultation will occur and these positions may be advertised externally.
- 191.11. FRV will provide the necessary training on appointment to the positions mentioned in clause 191.10 to enable any employee already employed under the Workplace Determination to fill any such positions in accordance with sub-clause 191.9 of this Workplace Determination.
- 191.12. It is acknowledged that the rank and promotional structures referred to in this Division are appropriate and will be maintained for the life of this Workplace Determination. No new classification or rank will be created other than by agreement of the parties.
- 191.13. Opportunity to undertake qualifications
- 191.13.1. FRV will provide access at FRV's expense for Division 3 Employees to undertake and complete units and assessments required to progress through the classifications and paypoints from Division 3 Recruit Firefighter to Division 3 Leading Firefighter in accordance with the minimum timeframes as contained within sub-clause 191.3. In addition, FRV will provide access at FRV's expense for Division 3 Employees to undertake and complete units and assessments where employees are accepted on to promotional courses or are promoted or appointed to any classification or paypoint under this Workplace Determination.
- 191.13.2. Any firefighter eligible to complete the Division 3 Leading Firefighter units shall, upon completion of such units, be given the opportunity to complete the "Division 3 Command and Control" module within 6 months.
- 191.13.3. Priority among existing employees for the opportunity to undertake the "Division 3 Command and Control"

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

191.13.4. Any employee who, at the commencement of this Workplace Determination, has undertaken 2 years' service with the CFA and/or employer as a Station Officer or Division 3 Station Officer shall be eligible to complete the Division 3 Senior Station Officer units. Such employees shall be given the opportunity to complete such units within 6 months of becoming eligible.

191.13.5. Priority among existing Division 3 Employees for the opportunity to undertake these units will be in order of the date eligibility was achieved commencing with the earliest eligible employees.

191.13.6. Progression and access to all other promotional courses and/or assessments for which progression is automatic on completion of qualifications and time will be in order of the date employees qualify for access to courses and/or assessments.

191.13.7. Where access to internal progression is not provided in accordance with this clause (clause 191), FRV will pay Division 3 Employees an allowance equal to the difference between their substantive wages and the wages they would have attained if access was provided. To avoid doubt, these employees' actual classification and paypoint will not change until the units and assessments have been successfully completed or the appointment made, as the case may be.

191.13.8. If a Division 3 Employee has completed all required units, qualifications and assessment as part of an internal promotional course, and the employee has not been promoted to the new classification, then FRV will pay the employee an allowance equal to the difference between their substantive wage and the wage equivalent to the higher classification. To avoid doubt, these employees' actual classification and paypoint will not change until the units and assessments have been successfully completed or the appointment made, as the case may be.

191.13.9. FRV will advertise all promotional courses over a period equal to but no less than two rostered periods.

191.13.10. FRV will notify promotional courses to those Division 3 Employees who have taken long service leave or any other leave that exceeds two rostered periods by electronic means to the address provided by the employee.

- 191.14. All advertised positions or courses for the selection of candidates for promotion to Division 3 FSCC shall include on their selection panels the Division 3 FSCC Instructor running the course or their delegate (who must be another Division 3 Senior FSCC).
- 191.15. In recognition of operational knowledge, experience and requirements, all Division 3 Employees shall have an administrative reporting line to operational staff.

192. DIVISION 3 SYSTEMS CONDITIONS

- 192.1. FRV shall implement and apply the Division 3 Systems Conditions to the duties and work of Division 3 Firefighters when deployed on operational responses.
- 192.2. The Division 3 Systems Conditions shall comprise:
- 192.2.1. The Greater Alarm Response System (once developed and implemented in accordance with clause 194 Greater Alarm Response System and Move Up System). Parties agree that in accordance with this clause, it must be completed within 12 months of the Fair Work Commission approving the Workplace Determination
 - 192.2.2. The Rescue Exposure Confinement Extinguishment Overhaul (RECEO) at SCHEDULE 40 - RECEO and its application at operational incidents;
 - 192.2.3. FRV Division 3 systems of work at SCHEDULE 41 - Systems of Work Division 3 and its application at operational incidents;
 - 192.2.4. FRV Breathing Apparatus Procedures at SCHEDULE 9 - and its application at operational incidents;
 - 192.2.5. The deployment of a firefighter on operational duties only when he or she has satisfactorily completed FRV training reasonably required to secure safe practice in the classification or rank in which he or she is deployed.
 - 192.2.6. In the event of the deployment of an appliance safe crewing levels of 4 firefighters for a primary appliance and otherwise in accordance with the following Table:

Appliance	Safe Level
Pumper	4
Water Tanker	4
Heavy Rescue	3
Aerial Pumper	4
Teleboom	4
Ladder Platform	2
BA Support Van	2
MCV	4

Appliance	Safe Level
District Car	1
Commander - ACFO Vehicle	1
POD	5
Fireboat 1	4
Fireboat 2	4
Ground Observer Vehicles	4
=	
UAV	2
HAZMAT	5
Rehab Unit	2
Strike Team or task force appliance under clause 136	4
New appliance	Safe level to be determined under the consultation provisions of this Workplace Determination at clause 18

192.2.7. Consistent with the increases in staffing targets provided in this Division, FRV will conduct an extensive range of preventative and preparedness programs and meet its duty of care by ensuring a minimum of seven professional Firefighters to fireground incidents are dispatched before commencement of safe firefighting operations. This requirement applies to the following locations: Portland (71), Wodonga (76), Wangaratta (74), Rosebud (95) and Sunbury (53) Consistent with the increases in staffing provided in this Workplace Determination, FRV will also ensure that there is a minimum of seven professional r Firefighters to fireground incidents that professional Firefighters are dispatched to before commencement of safe firefighting operations for the following fire stations being Portland and Wodonga by no later than 1 July 2022, Wangaratta by no later than 1 July 2023, and Rosebud and Sunbury by no later than 1 July 2024.

To avoid doubt, in accordance with current procedure, after undertaking a risk assessment/sizeup upon arrival at the fire/incident, the first arriving Incident Controller on scene can determine the number of appliances and crews required for the fire/incident and can notify oncoming appliances and crews that they are not required to attend.

192.2.8. The Strategic Location Profile of pumping capacity and specialist appliances as referred to in the crewing chart at SCHEDULE 1 Staffing Chart insofar as it provides for the availability of equipment necessary for the attendance at operational incidents likely to arise in the locations concerned.

192.3. Non-compliance with any Division 3 Systems Condition shall for the purposes of this clause be deemed to constitute an unsafe system. An employee shall not be required to undertake, and shall be entitled by force of this clause to decline to undertake, operational response duties in the event of non-compliance with a Division 3 Systems Condition.

192.4. To give effect to the above, the parties will allocate staffing in accordance with clause 193 and at SCHEDULE 1 - Staffing Chart.

192.5. Within 6 months of commencement of this Workplace Determination, FRV and UFU will meet to commence work on the alignment of the staffing for each FRV appliance. As part of this, the Parties will also consider, with a view of implementing, a Firefighter at the rank of Leading Firefighter as part of safe crewing levels for each FRV appliance.

193. MINIMUM STAFFING LEVEL RATIOS FOR DIVISION 3 EMPLOYEES

193.1. Without limiting FRV's general right to determine the number, identity or appointment of its staff, FRV will apply the minimum staffing ratios, appliance allocation, locations and levels in place that were required under the Interim Agreement immediately prior to the operation of this Workplace Determination, as appropriate minimum targets. These targets are set out in the Charts in SCHEDULE 1.

[Explanatory Note: The Minister/FRV seek to maintain the Interim Agreement minimum staffing requirements.]

It is proposed to:

(i) Insert the remainder of clause 35 from the Interim Agreement, updated to remove the parts of the clause that are clearly historical (eg references to previous increases including many implemented prior to or during the Interim Agreement);

(ii) Insert Schedule 1 to reflect the minimum staffing required under the Interim Agreement.]

194. GREATER ALARM RESPONSE SYSTEM AND MOVE UP SYSTEM

194.1. For the purposes of clause 192.2.1, the parties will consult under clause 18 on the development and implementation of a Greater Alarm Response System (GARS) to apply to employees under this Division in accordance with the following objectives:

194.1.1. the GARS will be interoperable with the GARS that operates under Division 2;

194.1.2. [blank]

194.1.3. FRV will apply its GARS as far as is reasonably practicable at any operational incident in accordance with this sub-clause.

194.1.4. FRV apply an appliance dispatch and move up system to employees under this Division in accordance with the following:

194.1.5. The system will be interoperable and as per the Move Up system that operates under Division 2.

- 194.1.6. The Move Up system will be utilised in all Melbourne fringe areas and all Division 3 Division 2 areas.

195. ON SHIFT RELIEVERS

- 195.1. All station based on-shift relievers (other than district based relievers) shall continue to be rostered to duty at their appointed location as per other station allocated staff.
- 195.2. Where no relief is required at their appointed location they may be utilised for relief within their appointed district and receive the appropriate entitlements in accordance with this **Workplace Determination**.
- 195.3. Further provisions regarding relievers are included in SCHEDULE 28 - District Based Relievers.
- 195.4. Division 3 Employees are appointed to locations across the State of Victoria. The home location for any Division 3 Employee is a part of their employment conditions and cannot be changed without agreement. Similarly, there shall be no other scope of reliever other than district-based or station-based unless by agreement with the UFU.
- 195.5. [Blank]
- 195.6. [Blank]

196. ROSTERING

- 196.1. Division 3 Employees shall be rostered in accordance with this clause.
- 196.2. For reasons including the welfare and safety of employees covered by this Workplace Determination, FRV will not employ any employee on any basis other than a roster of hours provided for in this Workplace Determination.
- 196.3. Save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES, FRV will not employ an employee on a part-time or casual basis, and no employee may hold a position on such a basis, unless in each case there is agreement between all parties (agreement is required for each employee).
- 196.4. This clause is subject to the rights of employees to work in a non-station based position pursuant to clause 56 Rights under NES .
- 196.5. Division 3 Employees other than full time employees shall have access to all terms and conditions under this **Workplace Determination** on a pro rata basis and shall receive an insecure work allowance of 25% of their annual wage.
- 196.6. Division 3 Employees shall have their normal hours of work arranged in the following manner:
- 196.6.1. With the exception of dayworkers, full-time employees shall work and be rostered in accordance with the operational "10/14" roster set out in clause 205 or "12/12" roster set out in clause 145 Roster of Hours for Division 3 FSCC's or the Station-based Day Shift Roster set out in clause 207.

196.6.1.1. The Parties **will** discontinue the Roster formerly known as the "Chief Officer Emergency Roster".

196.6.2. Full-time operational dayworkers (Division 3 Firefighters who are not working on a roster referred to in 196.6.1) and Division 3 MCS's shall work and be rostered in accordance with the special duties roster set out in clause 208.

196.6.3. Full-time Division 3 Employees not covered by sub-clause 196.6.1 shall work in accordance with the hours and rosters set out in the part of the **Workplace Determination** which applies to them.

196.6.4. Where part-time employment is agreed, part-time Division 3 Firefighters or Division 3 MCS will:

196.6.4.1. work and be rostered on hours negotiated and agreed in writing between FRV, the employee and (save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES) the UFU that, on average are less than 42 hours per week. These hours may be worked over a 5 day cycle and may include evening or weekend work; and

196.6.4.2. be paid for any additional hours worked at overtime rates.

196.6.5. Part-time employees other than Division 3 Firefighters or Division 3 MCS's will:

196.6.5.1. work and be rostered on hours negotiated and agreed in writing between FRV, the employee and (save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES) the UFU that, on average are less than 38 hours per week. These hours may be worked over a 5 day cycle and may include evening or weekend work; and

196.6.5.2. be paid for any additional hours worked at overtime rates.

196.6.6. For the avoidance of doubt, Division 3 FSCCs are able to access the part-time rostering arrangements in accordance with this clause and clause 56 Rights Under NES.

196.7. [Blank]

196.8. [Blank]

196.9. [Blank]

196.10. [Blank]

196.11. [Blank]

196.12. [Blank]

196.13. [Blank]

196.14. [Blank]

196.15. [Blank]

196.16. [Blank]

196.17. [Blank]

196.18. [Blank]

196.19. [Blank]

196.20. [Blank]

196.21. [Blank]

196.22. [Blank]

197. TRAINING AND PROFESSIONAL DEVELOPMENT

197.1. There is currently an agreed Emergency Response Training Framework document between the parties which is attached at SCHEDULE 12 - FRV Emergency Response Training Framework. The parties will give effect to all of the recommendations included in the framework as these may relate to Division 3 Employees. To avoid doubt the parties also give effect to the provisions of each of the sections contained in the framework document as the agreed training principles, delivery agreement, implementation of training agreement and FRV training content.

197.2. In all training matters, in relation to Division 3 Employees, the parties will comply with the requirements of the framework. Any such matters may only be changed through consultation via the consultative arrangements under this Workplace Determination.

197.3. The Emergency Response Training Framework aligns required units of competency and training requirements with the firefighting classifications employed by FRV in accordance with industry standards and agency specific requirements.

197.4. 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.

197.5. Consistent with the staffing provided in this Workplace Determination, FRV will conduct an extensive range of preventative and preparedness programs and meet its duty of care by ensuring a minimum of seven professional Firefighters to fireground incidents are dispatched before commencement of safe firefighting operations.

197.6. In accordance with staffing provided in this Workplace Determination, the above requirement will also apply to the following locations: Portland (71), Wodonga (76), Wangaratta (74), Rosebud (95), and Sunbury (53)

197.7. [Blank]

197.8. [Blank]

- 197.9. To avoid doubt, in accordance with current procedure, after undertaking a risk assessment/sizeup upon arrival at the fire/incident, the first arriving Incident Controller on scene can determine the number of appliances and crews required for the fire/incident and can notify oncoming appliances and crews that they are not required to attend.
- 197.10. Attendance by Division 3 Employees at all training and all professional development courses will be paid for by FRV and will be attended during the course of an employee's ordinary span of hours, unless the employee elects to undertake such activity outside of such hours whereby they will be paid overtime in accordance with **Workplace Determination**. Any costs incurred by the employee in the attendance at any training or professional development will be met by FRV.
- 197.11. A list of approved training or professional development courses will be implemented via Clause 18 – Consultation.
- 197.12. FRV will provide sufficient numbers of courses so that Division 3 Employees are able to undertake their work and having regard to employee work life balance and equitable sharing of duties.

Minimum numbers for promotional courses

- 197.13. The parties will apply the following targets:
- 197.13.1. All Division 3 Senior Station Officer promotional courses will be at a minimum of 12 candidates for each course.
- 197.13.2. All Division 3 Station Officer promotional courses will be at a minimum of 20 candidates for each course.
- 197.13.3. All Division 3 FSCC promotional courses will be at a minimum of 4 candidates for each course.
- 197.13.4. All Division 3 Commander promotional courses will be at a minimum of 10 candidates for each course.

Trigger Figures for the conducting of promotional courses

- 197.14. The parties will establish the following target "trigger figures" as part of this Workplace Determination which requires FRV to conduct a promotional course for each classification if the number of Division 2 employees at any such classification falls equal to such trigger figures.

The target trigger figures for Division 3 Station Officers, Division 3 Senior Station Officers, Division 3 FSCC's and Division 3 Commanders will be as follows:

- 197.14.1. Division 3 Station Officer classification 10.
- 197.14.2. Division 3 Senior Station Officer classification 6.
- 197.14.3. Division 3 FSCC classification the figure which when it is reached, leaves the total number of Division 3 FSCC's available (excluding those ill or on leave) at 8 in total.
- 197.14.4. Division 3 Commander classification 5 and will be appointed as vacancies occur.

- 197.15. To facilitate the above, where FRV is required to initial a promotional course, FRV will ensure all Division 3 Employees are notified electronically by FRV memorandum. Such memorandums calling for applications will be issued within one week of the trigger figures being met.
- 197.16. To comply with FRV's employment principles, FRV **will** advertise all FRV memorandums for each Division 3 promotional courses over a period equal to but no less than two rostered periods. This will ensure that personnel on annual leave will have the opportunity to apply for such promotional courses.
- 197.17. FRV **will also** identify and notify those Division 3 Employees who have taken long service leave or any other leave that exceeds two rostered periods by facilitating the information to be disseminated to such employees via electronic means. Reciprocal obligation is that such Division 3 Employees must notify and provide FRV contact details when on such leave, i.e. either an alternative email address or SMS contact details.
- 197.18. FRV will conduct pre-entry for the courses to facilitate the above promotional courses in a timely manner.
- 197.19. FRV will commence all courses as soon as practical but no later than six months after the trigger figure has been reached. If a promotional course has not commenced in the 6 month period, or a promotional course takes longer than six months to complete, acting up will cease for that rank unless the parties to this **Workplace Determination** approve otherwise.
- 197.20. FRV will provide annual skills maintenance training for all Division 3 Firefighters that have a qualification in specialist roles or in the operation of specialist appliances or equipment.
- 197.21. All training related to changes to technology, upgrades of software, changes to IT use or introduction of new software will be delivered by appropriately qualified persons. Such training will only take place following consultation with the UFU in accordance with clause 18 Consultation. This clause does not preclude computer training as determined on a case by case basis **consultation under clause 18.**
- 197.22. FRV will keep accurate and up to date records of all employee training and acquisition of skills, competencies and qualifications. Such records shall be available to employees on request.

198. UNIFORMS, APPLIANCES AND EQUIPMENT

- 198.1. FRV shall supply each Division 3 Employee and be responsible for the cost of replacing, repairing and / or cleaning the articles of clothing and / or equipment (including Breathing Apparatus sets) that must be worn and / or used by the employee.
- 198.2. FRV shall reimburse each Division 3 Employee for the cost of the purchasing, replacing, repairing and/or cleaning the articles of clothing and/or equipment that the Union and FRV agree must be worn and/or used by the employee. This provision does not apply where such clothing and equipment is provided, replaced, repaired and/or cleaned or paid for by FRV.
- 198.3. The replacement, repairs and/or cleaning of the articles of clothing and equipment will occur when reasonably required by each Division 3 Employee and/or when the uniform or equipment becomes so soiled or damaged that it

requires cleaning, repair or replacement and/or when uniform or equipment can no longer meet certification to an agreed standard.

198.4. The parties acknowledge that the occupation of firefighting is an extremely hazardous and dangerous occupation where firefighters can be deployed into known and unknown hazardous situations to perform the rescue of life and protection of property.

In this context, the parties have prioritised the health and safety of the Division 3 Employee covered by this Division through the following clause.

FRV and UFU must agree on all aspects of the:

198.4.1. articles of clothing;

198.4.2. equipment, including personal protective equipment;

198.4.3. technology;

198.4.4. station wear; and

198.4.5. appliances;

to be used or worn by Division 3 Employees. 'All aspects' includes, without limitation, design and specifications. This applies to new and replacement items. 'Appliances' is defined as including any vehicle used by employees (including vessels and aerial vehicles) and any vehicle attachment such as a POD or trailer.

198.5. The agreed list of station wear, uniform and PPC&E is attached at SCHEDULE 14 List of Station Wear, Uniform & PPC/E, which for the purposes of interoperability, cost saving and efficiency will be identical to the station wear, uniform and PPC&E provided to Division 2 Firefighters.

198.6. Attached at SCHEDULE 15 - APPLIANCES is the list of appliances with general specifications for use as at the commencement of this Workplace Determination. The replacement, use or commissioning of any appliances (including appliances not included in the schedule) must be in accordance with the specifications within the schedule with any variations implemented via the consultation processes under clause 18.

198.7. Changes to station wear, uniform and PPC&E will be by consultation via clause 18 Consultation of this Workplace Determination.

198.8. FRV will conduct an audit of the adequacy and timeliness of its provision and distribution of uniforms, station wear and PPC to Division 3 Employees. The outcome of the audit to be reported to and considered via clause 18 Consultation

198.9. Further to the above, FRV will provide any Division 3 Employee who so requires them prescription eye protection/safety glasses as well as access to eye tests as part of the agreed health screening program.

198.10. Further to the above, FRV will develop, consult and agree with the UFU a rehabilitation solution for Division 3 Employees to deal with the anticipated thermal stress of new PPC and changing work environment.

198.11. Emergency response where PPC being repaired or cleaned:

198.11.1. Where a Division 3 Firefighter has all 3 sets of their Structural PPC away for laundry or repair:

198.11.1.1. the employee will not be responded to any incident where they would be required to wear their Structural PPC, this includes as a driver or pump operator.

198.11.1.2. The OIC or Duty Officer will aim to ensure that minimum crewing target is maintained during this period.

198.11.1.3. The Division 3 Firefighter can respond to any wildfire or level one incident.

198.11.2. Where a Division 3 Firefighter has all 3 sets of their Wildfire PPC away for laundry or repair:

198.11.2.1. the employee will not be responded to any incident where they would be required to wear their Wildfire PPC.

198.11.2.2. The OIC or Duty Officer will aim to ensure that minimum crewing target is maintained during this period.

198.11.3. Where a Division 3 Firefighter has all 3 sets of their Rescue PPC away for laundry or repair:

198.11.3.1. the employee will not be responded to any incident where they would be required to wear their Rescue PPC.

198.11.3.2. The OIC or Duty Officer will aim to ensure that minimum crewing target is maintained during this period.

198.11.4. No Division 3 Firefighter shall use or be required by FRV to use other firefighters PPC or spare FRV PPC.

198.12. Any new appliance proposed to be introduced into FRV which relates or may relate to work performed by Division 3 Employees will only be introduced in accordance with clause 18 Consultation. No introduction will occur otherwise. Consultation will be on all aspects including but not limited to the design and specification, infrastructure, staffing level targets and conditions, training and allowances related to the appliance.

198.13. For the avoidance of doubt, prior to the development / building or tendering of the appliance/s consultation will occur and FRV will consult via clause 18 - Consultation of this Workplace Determination on:

198.13.1. Design and specifications of the appliance;

198.13.2. Infrastructure to house the appliance and staffing levels within a fire station;

198.13.3. Safe Staffing targets to crew and operate the appliance;

198.13.4. Training package required to operate the appliance and end equipment stowed;

198.13.5. Allowances to be qualified to operate the appliance and end equipment stowed.

- 198.14. UFU will inspect appliance/s at least three stages during the build and on completion or at any change in a Manufacturer or at the completion of a run of appliances.
- 198.15. For the avoidance of doubt, this clause will also apply to any refurbishment or rebuild of an appliance/s.
- 198.16. All pumpers and aerial pumpers used by Division 3 Employees will be equipped with have at least 4 breathing apparatuses at all times and all appliances will have at least 1 for every person who catches the appliance at any time, except where agreed by consultation.
- 198.17. All pumpers and aerial pumpers used by Division 3 Employees will have an operating thermal imaging camera. Such camera will be an agreed model.
- 198.18. All stations will have the following equipment:
 - 198.18.1. Thermal imaging camera of the agreed specification – 1 per Pumper and Aerial Pumper
 - 198.18.2. gas detectors of the agreed specification – 1 per heavy pumper and 4 personal gas detectors
 - 198.18.3. 1 portable radio per person on duty and at least 1 spare radio on each appliance.
 - 198.18.4. All MCS personnel will be provided with the following list of equipment but MCS equipment shall not be limited to this list:
 - 198.18.4.1. GPS
 - 198.18.4.2. Radio including trunking
 - 198.18.4.3. Tablet computer
 - 198.18.4.4. Smartphone
 - 198.18.4.5. Laptop
- 198.19. On retirement, Division 3 Employees shall be entitled to keep their uniform if they choose. The conditions and limitations will be in accordance with a policy to be finalised following consultation in accordance with clause 18 Consultation.
- 198.20. For reasons including but not limited to safety and security, whilst on any form of leave or absence, all uniforms and personal protective equipment provided and assigned to a Division 3 Employee shall remain retained by that employee.
- 198.21. For reasons including employee health, safety and welfare, continued use of appliances that have exceeded their lifespan is an unacceptable risk to firefighters and the communities they are responsible to protect. FRV acknowledges that at least 15 appliances currently in commission have exceed their lifespan. Accordingly, FRV will introduce 20 new agreed FRV Rescue Pumper appliances over the life of this Workplace Determination subject to government funding being received by FRV.

199. ALLOWANCES AND REIMBURSEMENTS GENERAL

199.1. The monetary amounts of the allowances provided for in this Division set out in SCHEDULE 29 - Allowances, Personal Expenses and Accommodation (with the exception of Clause 199.5 Personal Expenses and Accommodation) shall be paid in accordance with Australian Tax Office legislation. However, in the case where a Division 3 Employee receives less than the net amount stipulated in SCHEDULE 29 - Allowances, Personal Expenses and Accommodation **the parties will have discussions** regarding the reduced quantum. Each party reserves their rights to pursue any reduction in net entitlements in accordance with the above so no employee is disadvantaged.

199.2. All allowances will increase by [to be inserted]% from the date of commencement of this Workplace Determination.

199.3. In accordance with existing practice any claim for additional allowance, new allowance, or increase to an existing allowances, will be referred to FWC for conciliation if the parties are unable to agree. The parties reserve their rights to put their respective positions (to avoid doubt, this clause applies despite the no extra claims clause).

199.4. The methods of payments for individual allowances will be paid electronically.

199.5. Personal expenses and accommodation

199.5.1. Procedures for and the amount of personal expenses relating to travel, accommodation and personal expenses for Division 3 Employees covered by this Division, in addition to those contained elsewhere in this **Workplace Determination**, are contained in the Personal Expenses and Accommodation Agreement at SCHEDULE 29 -. Reimbursement of personal expenses relating to travel, accommodation and personal expenses contained in the Personal Expenses and Accommodation Agreement are expressed as a figure net of tax. That is, FRV shall be responsible for the payment of any tax.

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

199.6. Travel expenses and reimbursement

Duty Allowance

199.6.1. When a Division 3 Employee who is a reliever or has agreed to work at another location is rostered for duty to a location other than that to which the employee is appointed, such employee shall unless as otherwise agreed between the parties on a case by case basis, receive at least 48 hours' notice of such duty. During the period for which an employee is so detailed, they shall report to the duty location at the commencing time of each shift to which they are rostered and shall in addition to their wages be paid or reimbursed:

199.6.1.1. all expenses as prescribed in sub-clauses 199.6.3 and 199.6.4 necessarily incurred by them in excess of those ordinarily incurred between their residence and their appointed location; and

199.6.1.2. provided that the relieving period is less than the equivalent of a rostered leave cycle, paid a daily allowance equal to one hour's wage at overtime rates; and

199.6.1.3. if the duty location is further from their residence than is their appointed location, an allowance based on the shortest distance by road which separates their residence and duty location:

199.6.1.3.1. of 2.5 minutes each way at ordinary rates for each kilometre or part thereof travelled within the Melbourne statistical division and the City of Greater Geelong; and

199.6.1.3.2. of three minutes each way at ordinary rates of each four kilometres or part thereof travelled outside the regions prescribed in sub-clause 199.6.1.3.1.

in accordance with the agreed schedule of distances.

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

199.6.2.1. if returned to their appointed location during their duty shift, be reimbursed the cost of reasonable transport between their appointed location and the duty location at which they are required to perform duty. This provision shall not apply where reasonable transport is provided by FRV; and

199.6.2.2. if they remain on duty at such other location until the end of their duty shift, they shall, in addition to their wages be paid or reimbursed:

199.6.2.2.1. the appropriate single travelling expenses to their appointed location; and

199.6.2.2.2. paid an allowance equal to one half hour's (30 minutes') wages at overtime rates; and

199.6.2.2.3. if the duty location is further from their residence than their appointed location paid an allowance based on the shortest distance by road which separates their appointed location and duty location:

199.6.2.2.3.1. of 2.5 minutes each way at ordinary rates for each kilometre or part thereof travelled within the Melbourne statistical division and the City of Greater Geelong;

199.6.2.2.3.2. of three minutes each way at ordinary rates for each four kilometres or part thereof and travelled outside the region prescribed in sub-clause 199.6.2.2.3.1.

in accordance with the agreed schedule of distances.

- 199.6.3. When a Division 3 Employee travels between their appointed and duty locations, or is required to do duty away from their appointed or duty location, or attend training, they shall be reimbursed the cost of reasonable transport. This provision shall not apply where transport is provided by FRV.
- 199.6.4. Any Division 3 Employee who by agreement with FRV uses their own motor vehicle on FRV's business shall be entitled to receive a Motor Vehicle Allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation.
- 199.6.5. FRV will reimburse any out of pocket expense incurred by an employee when using either their own vehicle or a FRV vehicle on FRV related matters.
- 199.6.6. In addition to any other allowance or conditions, all employees undertaking reliever work or appointed as relievers shall receive the Reliever Work allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation.

199.7. Relieving Allowance

- 199.7.1. A Division 3 Employee who is a reliever or who agrees to do relieving duty away from their appointed location shall receive:
 - 199.7.1.1. If the distance between their appointed location and their Duty Station is greater than 100 kilometres measured by the shortest distance by road in accordance with the agreed schedule of distances:
 - 199.7.1.1.1. an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation per shift; and
 - 199.7.1.1.2. when off duty, the cost of reasonable accommodation, not at the duty location, dinner and breakfast, and a meal allowance; and
 - 199.7.1.1.3. the expenses as prescribed in sub-clause 199.6 Travel Expenses and Reimbursement, for the journey to their duty location: prior to commencing relieving duty at the location and; for the return journey: at the completion of the tour of relieving duty at the location.
 - 199.7.1.2. If the distance between their appointed station and their Duty Station is between 50 and 100 kilometres measured by the shortest distance by road in accordance with the agreed schedule of distances:
 - 199.7.1.2.1. an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation per shift; and
 - 199.7.1.2.2. when there is a break between shifts of 24 hours or less, the entitlements prescribed in sub-clause 199.7.1.1.2.

- 199.7.1.3. A relieving employee shall not be entitled to the allowance prescribed in sub-clause 199.7.1.1.2. when they return to their place of residence between shifts and receive the expenses prescribed in sub-clause 199.6 Travel Expenses and Reimbursement.

199.7.2. Division 3 Commander Qualifications Allowance

- 199.7.2.1. In recognition of the acquisition of the Division 3 Commander (former OO) Level 2 Skills profile, Division 3 SSO's with Division 3 Commander (Former OO) Qualifications as at 1 July 2020 will receive a qualifications allowance of 5 relativity points of the qualified firefighter rate.

- 199.7.2.2. For the avoidance of doubt, Division 3 Senior Station Officers who receive the Division 3 Commander Qualifications Allowance under this clause are not entitled to the Commander Secondment Qualification Allowance under clause 133.

199.8. Difficult to fill location allowance

- 199.8.1. To encourage Division 3 Employees to take up employment opportunities at difficult to fill or remote locations, employees will be paid an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation, for all such time worked at a remote or difficult to fill location.
- 199.8.2. A difficult to fill or remote location is any area outside the City of Greater Geelong, Bendigo, Ballarat and the Melbourne Statistical Division.

199.9. Qualification Allowances

- 199.9.1. A holder of IFE Graduate/Technician Certificate or a Certificate of Fire Technology or equivalent shall receive an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation.
- 199.9.2. A holder of IFE Graduate/Technician Certificate and Certificate of Fire Technology or equivalent shall receive an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation.
- 199.9.3. A holder of IFE Membership and Graduate/Technician Certificate or equivalent shall receive an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation.
- 199.9.4. A holder of Certificate IV in Workplace Training and Assessment shall receive an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation. All ranks including and above Division 3 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 Division 3 LFF.
- 199.9.5. UFU and FRV **will review**, and update, the IFE Qualifications as against the IFE Qualifications published via The Institution of Fire Engineers (UK).

199.10. Gym/Fitness Club Membership

199.10.1. Where a gym facility is not provided by FRV, FRV will pay each Division 3 Employee's membership fees for a gym/fitness club of the employee's choice.

199.11. Payment of Allowances

199.11.1. FRV will pay for any allowance, any Variation Voucher or any request for reimbursement of expenses in a timely manner. To avoid doubt, a timely manner is no more than four weeks from when the work was performed or expense was incurred.

200. RECREATION/ANNUAL LEAVE

200.1. Division 3 Recruit to Division 3 Commander classifications, Division 3 ACFO, Division 3 FSCC, Division 3 MCS and Division 3 Instructor classifications.

200.1.1. An employee shall be entitled to 65.06 days Recreation/Annual leave per annum which shall accrue.

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

200.1.3. For other employees not on shift, such leave shall be taken within periods as agreed between FRV and the employee. These employees shall be required to take any Public Holiday on the date prescribed.

200.1.4. Where an employee leaves their employment before the completion of a full qualifying period for annual leave in any year of service, they shall be entitled to pro rata payment in lieu of annual leave for such broken periods of service calculated on the basis of 21.672 percent of the ordinary wage payments received by them during such period. In any event no employee shall be paid less than the amount of leave accrued under the National Employment Standards.

200.2. Annual leave - all other employees

200.2.1. A employee shall be entitled to 5 weeks Recreation/Annual leave per annum which shall accrue.

200.2.2. Such leave shall be exclusive of the public holidays and any period of other leave (other than where the employee elects otherwise in relation to unpaid parental leave or other unpaid leave).

200.2.3. The rate payable to employees shall be as prescribed by clause 97 Wage increases.

200.2.4. Where an employee who has become entitled to annual leave resigns or has their services terminated, they shall be entitled to be paid the rate specified in sub-clause 200.2.3 for any portion of such leave not taken at the date of their resignation or termination.

200.2.5. Where an employee leaves their employment before the completion of any such period of twelve months they shall be entitled to pro rata payment in

lieu of annual leave for such broken period of service calculated on the rate specified in sub-clause 200.2.3 received by them during such period.

- 200.2.6. During any annual leave, employees will be paid an additional annual leave loading of 17.5% of the rate specified in this clause. The annual leave loading prescribed above shall apply to proportionate leave on lawful termination of employment.

200.3. Annual leave – conditions that apply to all Division 3 employees

- 200.3.1. Any period of annual leave shall be accrued progressively on a cumulative basis.
- 200.3.2. A Division 3 Employee is entitled to request Annual Leave at half the rate of pay that they would ordinarily be entitled to. Agreement to such request is at the discretion of the Deputy Commissioner or their delegate.
- 200.3.3. Requests for annual leave at half the rate of pay will be treated in an equitable and consistent manner and consent will not be unreasonably withheld.
- 200.3.4. When a Division 3 Employee is granted annual leave at half the rate of pay that they would ordinarily be entitled to, the following clauses shall apply:
- 200.3.4.1. If the employee elects to take only that period at half pay, only reduce the employee's annual leave entitlements by half of what it would be reduced by had they taken their annual leave at full pay; or
- 200.3.4.2. If the employee elects to take twice the period of leave at half pay, reduce the employee's annual leave entitlement by the amount it would have reduced had they taken their ordinary entitlement for the ordinary leave period.
- 200.3.5. A Division 3 Employee shall be able at their election to swap a period in which to take annual leave with another willing employee.
- 200.3.6. Annual leave shall continue to accrue during any form of paid leave or when a Division 3 Employee is on WorkCover.

PART B - CONDITIONS APPLYING TO DIVISION 3 RECRUIT FIREFIGHTER TO DIVISION 3 ACFO AND DIVISION 3 INSTRUCTORS AND DIVISION 3 MCS

201. APPLICATION OF PART B

- 201.1. This part applies to all Division 3 Employees engaged in or performing work in a classification or occupation referred to in this part of the **Workplace Determination**.

202. APPLICATION OF PART

- 202.1. This part applies to the following classifications:
- 202.1.1. Division 3 Recruit Firefighter

- 202.1.2. Division 3 Firefighter Level 1
- 202.1.3. Division 3 Firefighter Level 2
- 202.1.4. Division 3 Firefighter Level 3
- 202.1.5. Division 3 Qualified Firefighter
- 202.1.6. Division 3 Senior Firefighter
- 202.1.7. Division 3 Leading Firefighter
- 202.1.8. Division 3 Station Officer
- 202.1.9. Division 3 Senior Station Officer
- 202.1.10. Division 3 Commander
- 202.1.11. Division 3 Assistant Chief Fire Officer
- 202.1.12. Division 3 Instructor
- 202.1.13. Division 3 Senior Instructor
- 202.1.14. Or in the classification of Division 3 MCS, which is not considered a Firefighter or Officer Rank, but for which this part of the Workplace Determination also applies.

202.2. It is the intention of the parties that there will be no entry to the Division 3 operational stream of firefighting other than through the Division 3 recruit firefighter training course. Accordingly, FRV will not appoint, promote, progress or transfer a person to any rank referred to in this clause above, or to a position or classification holding any such rank, and no person may hold such a rank, position or classification, unless that person:

202.2.1. is (and immediately prior to the appointment, promotion, progression or transfer was) engaged in the Division 3 operational stream of firefighting:

202.2.1.1. who holds a Division 3 rank referred to in sub-clause 202.1 and has completed the service referred to in clause 11 Definitions; and

202.2.1.2. holds the prerequisites for the rank set out in clause 11 to which they are to be promoted, appointed, progressed or transferred, and

202.2.1.3. has completed any other necessary assessment and possesses any other necessary prerequisites for appointment, promotion, progression or transfer.

202.3. The only exceptions to the above shall be where:

202.3.1. An employee is laterally entered pursuant to this Workplace Determination; or

202.3.2. the employee was, immediately prior to the Establishment Date, employed by the CFA in an equivalent classification and transferred their employment to FRV; or

202.3.3. or where this Agreement explicitly provides otherwise.

202.4. 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.

203. HOURS OF WORK

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

203.2. The rostered hours of each employee shall not exceed:

203.2.1. 14 on any one day;

203.2.2. 48 in any 7 consecutive days

203.2.3. 96 in any 14 consecutive days;

203.2.4. 192 in any 28 consecutive days;

203.2.5. 336 in any 56 consecutive days.

203.3. Shower and changing times

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

203.3.2. Duty which requires a shower and change includes but is not limited to false alarms.

204. ROSTER OF HOURS

204.1. FRV shall employ each employee on one of the following rosters:

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

204.1.2. Station-based Day Shift Roster (referred to below)

204.1.3. Special Duties Roster (referred to below)

204.1.4. Any other configuration as agreed between the UFU and FRV.

204.2. Employees shall either be employed as 'relievers' or 'non-relievers'. Non-relievers cannot be required to perform reliever duties except by agreement.

204.3. A reliever shall be entitled to at least 48 hours' notice of a change of rostered shift. If less than 48 hours' notice is provided, the reliever may refuse the change.

204.4. Part time employees shall be rostered in accordance with clause 196 Rostering.

205. 10/14 ROSTER SYSTEM

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

205.1. Shifts

D- 0800 hours to 1800 hours

N- 1800 hours to 0800 hours.

205.2. 10/14 Roster system

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

206. 10/14 SHIFTS

206.1. The following general conditions shall apply:

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

206.1.2. The roster when once compiled shall not be departed from, except in accordance with this Workplace Determination and by personal agreement between FRV and the employee(s) concerned.

206.1.3. In the event of an alarm requiring any station to stand by or turn out for an incident being received at the station during roll call, the oncoming shift shall crew the appliances, and if required, proceed to the incident, and the off going

shift shall remain on duty if required until the other shift returns, or until otherwise directed, when it shall be dismissed.

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

206.1.5. In the event of one or more members of the oncoming shift being absent, an equal number of members in the shift on duty may be detained on duty until relieved.

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

207. STATION-BASED DAY SHIFT ROSTER

207.1. By agreement between the UFU and FRV, the station-based day shift roster may be introduced to increase the day staffing capability.

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

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

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

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

208. SPECIAL DUTIES ROSTER

208.1. The parties will consult via clause 18 in relation to increasing the available special duties for Division 3 Firefighters.

208.2. An employee rostered to Special Duties shall:

208.2.1. Be required to work an average of 42 hours per week, two of which shall be overtime work and paid for as such and the remaining two hours shall be taken as accrued leave;

208.2.2. Receive the same total weekly wage as employees on the 10/14 roster; and

208.2.3. Shall otherwise be entitled to all the terms and conditions of this **Workplace Determination**.

208.3. Where an employee is required to undertake duties that are outside of the standard hours for the work location the following shall apply:

208.3.1. Where such activity involves normal activities a minimum break between periods of duty of ten hours shall apply.

208.3.2. Where such activity involves a major fire or major incident a minimum break between periods of duty of twelve hours shall apply.

208.4. Where FRV agrees to a request in accordance with clause 9 Obligations or 56 Rights under NES of this **Workplace Determination** which involves work other than full time, that employee will not be required to work the average number of hours per week referred to in sub-clause 208.2.

209. DAY STAFFING

209.1. 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 FRV.

210. ROSTERING ARRANGEMENTS AND PROCEDURES

210.1. Rostering principles include:

210.1.1. Employees are allocated to platoons and stations and there are agreed processes for any changes.

210.1.2. There shall be equitable rostering for relievers.

210.1.3. Rosters for relievers shall be notified 8 weeks in advance.

210.1.4. The Transfer Grievance Committee established pursuant to clause 96 – Rostering Arrangements & Procedures will determine grievances regarding transfers.

210.1.5. Employees cannot be transferred between work locations or rosters except by agreement.

211. BREAKS

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

211.2. Subject to operational requirements meal breaks will be taken at regular times and will be commenced within five hours of commencing duty.

211.3. Employees performing fire duty continuously for a period of three hours or more are entitled to a paid 30 minute refreshment break.

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

212. OVERTIME

212.1. All time worked by an employee in excess of the day's rostered shift or for more than four shifts in any seven consecutive days shall be paid for at the rate of double time per hour, calculated to the nearest quarter of an hour.

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

- 212.3. At the election of the employee, time off equivalent to the period of overtime worked may be taken in lieu of receiving double rates, provided that if the time off has not been taken, an employee may later elect that the penalty rate for the overtime will be paid.
- 212.4. An employee on shift work who is retained on duty, at the conclusion of a rostered shift for 60 minutes or more shall be paid a minimum of four hours at double time, provided that if the work to be done is completed within four hours, the employee need not stay for the full four hours.
- 212.5. An employee retained on duty after a night shift, shall be entitled to eight consecutive hours off duty, without loss of pay for ordinary working time.
- 212.6. All recall or retention provisions apply regardless of whether or not any notice is provided for the overtime.

213. REST AND RECLINE

- 213.1. Employees on night shift shall be permitted between the hours of 11.00 pm and 7.00 am to recline and sleep where there is no operational work to be done.
- 213.2. Operational work will be:
 - 213.2.1. Limited and pre-planned training that can only be conducted during the hours of 11.00 pm and 7.00 am.
 - 213.2.2. Limited and pre-planned community safety matters that can only be conducted during the hours of 11.00 pm and 7.00 am, and require the accompaniment of the Victorian Police or other relevant authorities.
- 213.3. FRV will consult, in accordance with the consultative provisions of this **Workplace Determination**, prior to implementation, on pre-planned activities on a case by case basis.
- 213.4. It is the intention of the parties that during the hours of 11.00 pm and 7.00 am firefighters will not be unnecessarily disturbed.

214. FIRE INVESTIGATION

- 214.1. FRV will provide a Fire Investigation Resource of an agreed minimum number of staff headed by Operational Staff to provide added safety and protection for firefighters and assist in firefighters being able to adequately undertake their roles.
- 214.2. Fire Investigation staff must and will be provided with an FRV vehicle and proper protection.
- 214.3. No fire investigator shall work alone.
- 214.4. The fire investigation staff role will be the same as that performed by employees under Division 2.
- 214.5. There shall be internal secondments available from stations to fill roles in the fire investigation department.
- 214.6. If at the commencement of this **Workplace Determination** the Fire Investigations Co-ordinator is currently an employee covered by another agreement, such employee will be paid at minimum the wages and comparable conditions of a Division 3 Commander. Once the current incumbent vacates the position, the position will from that point be held by a Division 3 Commander.

214.7. FRV and UFU have agreed to move towards a state-wide Fire Investigation Unit. Discussions will occur between the parties in accordance with Clause 18 – Consultation. The objective of these discussions shall be to harmonise the Fire Investigation Unit, including but not limited to remuneration, conditions, job description and qualifications. Such discussions shall occur within the first 12 months of approval of this Workplace Determination. In the event that the matter has not been resolved within this time period, the parties reserve their right to refer the matter to Fair Work Commission for conciliation and, if there is no agreement, for arbitration by agreement between the parties to the dispute.

215. WAGES

215.1. Each employee shall be employed in one of the following classifications or pay point increment and be entitled to the following rates (enterprise rates) at the relevant dates:

[Explanatory Note: Table of wage rates to be inserted and provided through the intractable bargaining workplace determination process noting the Minister / FRV's position is that there should be 4 annual increases of 3% from 1 July each year]

215.2. For the purpose of the above table, the pay increment for a Division 3 Senior Leading Firefighter is a paypoint for a professional / career firefighter who has completed 5 years' service within the CFA or FRV at the classification of Leading Firefighter or Division 3 Leading Firefighter. To avoid any doubt, a Division 3 Senior Leading Firefighter is a paypoint, not a classification.

215.3. From the commencement of this Workplace Determination, for the purpose of the applicable pay point for a Division 3 Commander or Division 3 ACFO in clause 215.1, FRV will recognise the consecutive service of the employee:

215.3.1. As an acting Division 3 Commander immediately prior to them commencing a Commander Course, upon their appointment to the substantive rank of Commander, where such service was carried out following the commencement of this Workplace Determination; and

215.3.2. As an acting Division 3 ACFO immediately prior to them commencing an ACFO Course, upon their appointment to the substantive rank of ACFO, where such service carried out following the commencement of this Workplace Determination.

215.4. Overtime

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

216. HIGHER DUTIES

216.1. To ensure the chain of command, where there is an employee absent, FRV will fill the absence with an employee at the equivalent classification or where this Workplace Determination allows, FRV will act up an employee.

216.2. A Division 3 Leading Firefighter with Division 3 Station Officer qualifications may act in place of a Division 3 Station Officer and shall be paid at the commencement rate of the rank to which they are acting up for the entire period of higher duties. Division 3 Leading Firefighters without Division 3 Station Officer Qualifications cannot act up into Division 3 Station Officer.

- 216.3. The parties **will** increase Division 3 Station Officer relief requirements for Division 3 Station Officers and Division 3 Senior Station Officers at the major stations locations, being Ballarat City, Bendigo, Dandenong and Geelong City Fire Stations via sub-clause 193.24.
- 216.4. The major stations where a Division 3 Senior Station Officer is identified will at all times maintain a permanently appointed Division 3 Senior Station Officer on duty. Where it can be demonstrated that no Division 3 Senior Station Officer can be rostered or recalled to maintain a Division 3 Senior Station Officer on duty, a permanently appointed Division 3 Station Officer may perform higher duties to the Division 3 Senior Station Officer position, and he/she shall be paid at the commencement rate of Division 3 Senior Station Officer for the entire period of higher duties.
- 216.5. Where only one Division 3 Leading Firefighter is on a shift, he or she must be replaced by another Division 3 Leading Firefighter.
- 216.6. An Officer may act in place of an employee of the next higher rank and shall be paid at the commencement rate at the classification of the employee they are acting up for, for the entire period of higher duties. To avoid doubt, this would include an Officer or an Officer with qualifications of the next highest rank, acting into the higher rank.
- 216.7. Where an Officer may act in place of an employee that is two ranks above their substantive rank, they shall be paid at the commencement rate of the classification for which they are acting up for, for the entire period of higher duties. Only the following ranks in accordance with the following conditions may act in place of employees that are two ranks above:
- 216.7.1. A substantive Station Officer can act into the Commander rank, however, cannot perform the role of Rostered Duty Officer until they have the Commander 2 competencies. A Station Officer can act into the Commander rank to fill CFA Secondment Positions in accordance with Clause 135 – COMMANDER SECONDMENT QUALIFICATIONS ALLOWANCE – CAREER DEVELOPMENT OPPORTUNITY FOR STATION OFFICERS AND SENIOR STATION OFFICERS.
- 216.7.2. All ranks discussed must be qualified in the rank that they are acting into.
- 216.8. To avoid doubt:
- 216.8.1. Division 3 Leading Firefighters cannot act into the Division 3 Senior Station Officer rank or above.
- 216.8.2. A Division 3 Senior Station Officer can act into a Division 3 Commander rank.
- 216.8.3. All ranks discussed must be qualified in the rank that they are acting into.
- 216.9. To avoid any doubt, in all circumstances where an employee is performing higher duties they shall receive all applicable conditions and entitlements applicable to the higher position. This includes but is not limited to incremental progression within the higher rank and in such a way as that the time to achieve the ranks next increment may be made up of more than 1 separate higher duty blocks.
- 216.10. Where an employee is acting into a Division 3 Commander role, they shall receive use of a vehicle as referred to in clause 226 (Vehicles) as though the employee held the substantive rank of Division 3 Commander and, subject to incremental progression under clause 216.9, shall be paid at the commencement rate for a Division 3 Commander.

- 216.11. Where an employee is undertaking higher duties in a position which is paid at a rate of less than 10% more than their substantive position, the employee will be paid a 10% higher duties allowance for all time worked, instead of the difference between substantive rate and the rate of the position they are acting up into.
- 216.12. A Division 3 Commander may act in place of a Division 3 ACFO for a period of time. Subject to incremental progression under clause 216.9, an employee who acts as a Division 3 ACFO for any period shall be paid at the commencement rate for a Division 3 ACFO, for the entire period of higher duties.
- 216.13. A Division 3 ACFO may act in place of a Deputy Commissioner for a period of time. An employee who acts as a Deputy Commissioner will be paid at the rate of a Deputy Commissioner for the entire period of higher duties.
- 216.14. An employee who is performing higher duties before commencing a period of leave and performs higher duties after their leave shall be entitled to have their leave paid at the higher duties rate.
- 216.15. An employee who has performed higher duties for longer than 1 month (or who has reasonably expected to perform higher duties for 1 month) and who at the time of arranging leave were of the understanding that they would remain on higher duties immediately prior to the leave, shall be entitled to have their leave paid at the higher duties rate.
- 216.16. To avoid doubt, performing higher duties at any rank is entirely at the election of the employee concerned.

217. ALLOWANCES

Where an allowance is a qualification allowance, the employee must maintain their skills to continue to receive the allowance. In the event that FRV does not provide the employee with the opportunity to maintain their skills, the employee will continue to receive the allowance despite not maintaining their skills.

217.1. CBR Allowance

- 217.1.1. All employees qualified as CBR operators shall be paid an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation.

218. FURTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR PROFESSIONAL INSTRUCTORS

218.1. Appointment

- 218.1.1. FRV will not appoint a person to a position of Division 3 Professional Instructor, and no person may hold a position of Division 3 Professional Instructor, unless that person:

218.1.1.1. is a Division 3 operational employee who holds a Division 3 operational stream of firefighting rank (or above) and is appointed as Division 3 Instructor pursuant to sub-clause 218.6 below;

218.1.1.2. is an external applicant or external appointee being someone:

218.1.1.2.1. who does not otherwise hold a Division 3 firefighting or Division 3 Leading Firefighter (or above) rank referred to in part B

of the Division, at the time of their application or appointment to the position of Instructor or

- 218.1.1.2.2. who is covered by part A of the Division and has not held a rank of Division 3 Leading Firefighter (or above) referred to in part B of the Division prior to their application or appointment to the position of Instructor appointed pursuant to sub-clause 218.6.3 below.

A Professional Instructor who is or was an **external applicant** or **external appointee** may not be appointed, promoted or transferred, and FRV will not appoint, promote or transfer an **external applicant** or **external appointee**, to any other classification or position referred to in or covered by this **Workplace Determination**, other than in accordance with this clause.

218.2. Classification and Location of Professional Instructors

218.2.1. Any positions over and above the current Chart in SCHEDULE 1 - Staffing Chart are not intended to be at the expense of Division 3 professional / career Firefighter and Division 3 Station Officer numbers. If Division 3 professional /career Firefighter or Division 3 Station Officer numbers increase as contemplated above it is not intended to be at the expense of professional instructor numbers. To facilitate necessary training that professional operational instructor numbers will be reviewed with an objective of increasing the establishment number of professional instructors. Such review shall be completed within 3 months of the commencement of this **Workplace Determination**.

218.2.2. For the purposes of this **Workplace Determination**, paid means any form of payment in money or in kind made to any person, persons, organisation, company, contractor, consultant etc.

218.2.3. The following apply as they relate to operational training and assessment within FRV:

218.2.3.1. All paid training and assessment of third party volunteers operational competencies including Recognised Prior Learning and Recognised Current Competencies will be carried out by those employees who are employed as Professional Instructors or professional / career firefighters and officers who are qualified assessors, as provided for in SCHEDULE 30 - Statement on Operational Training and Assessment of this **Workplace Determination**.

218.2.3.2. All training and assessment including but not limited to that listed in SCHEDULE 31 - Training Module Delivery by Professional Instructors shall be undertaken by professional internally appointed Division 3 or Division 2 professional instructors only, unless by agreement with the UFU.

218.2.3.3. All Professional Instructors will be covered by the terms of this part of the **Workplace Determination**, together with any provisions of the VFIEI Award (or its successor) as if the Instructor were a Station Officer covered by the VFIEI Award, and will operate within the principles as set out in SCHEDULE 30 — Statement on Operational Training and Assessment of this **Workplace Determination**.

218.2.3.4. All operational Training and Assessment is the statutory responsibility of the Fire Rescue Commissioner. Accordingly, the Fire Rescue Commissioner will ensure that this responsibility is met through established FRV procedures (in accordance with the clauses of this **Workplace Determination** relating to policies and consultation). These procedures will include Professional Instructors from FRV training grounds or other locations, other Professional Instructors and appropriately qualified staff monitoring and ensuring the quality of training programs delivered to third party volunteer and professional / career firefighters satisfy the standards and procedures determined by the Fire Rescue Commissioner. **The parties** shall monitor and make recommendations on the quality of training programs delivered to volunteer and professional / career firefighters and standards and procedures.

218.2.4. All Operational Training and Assessment will be conducted consistent with the principles stated in SCHEDULE 30 — Statement on Operational Training and Assessment of this **Workplace Determination**.

218.3. **Equipment/Resources**

218.3.1. Professional Instructors will be provided with all the necessary equipment, resources and transport to enable them to undertake their duties.

218.3.2. 'Necessary equipment, resources and transport' will include, but not be limited to:

218.3.2.1. Notebook computer

218.3.2.2. Mobile Phone

218.3.2.3. Data Projector

218.3.2.4. Projector Screen

218.3.2.5. Whiteboard

218.3.2.6. Vehicle

218.3.3. Professional Instructors will be provided necessary equipment such as:

218.3.3.1. a lap top with a wireless broadband adaptor or Next G card so that they can have access to the internet, TRAIN and RMS to undertake their duties; and

218.3.3.2. Telephone Rental/Internet Access Reimbursement. FRV shall provide Smart Phones to all employees covered by clause 218.

218.4. **Vehicle Safety**

218.4.1. All Professional Instructor vehicles as a minimum will be fitted with the following additional safety equipment:

218.4.1.1. FRV radio

218.4.1.2. Driving lights

218.4.1.3. Fog lights

218.4.1.4. Bull bar

218.4.1.5. Adequate electronic safety device from impact with animals i.e. shuroo

218.4.1.6. Appropriate storage areas for equipment as agreed by the instructor, HSR's and the UFU.

218.5. Commuter Use of Vehicles

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

218.5.2. Where there is a FRV business requirement and an employee chooses, a vehicle will be available for commuter use and private use at the following costs:

218.5.2.1. up to 12,000 km annually \$1400.00 per annum (net after tax) or agreed fortnightly instalment;

218.5.2.2. over 12,000 km annually \$2300.00 per annum (net after tax) or agreed fortnightly instalment.

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

218.5.4. It is not the intention of FRV to charge employees covered by this **Workplace Determination** a vehicle contribution in excess of that stated in FRV Vehicle Policy as varied where agreed from time to time and in accordance with sub-clause 218.5.2 above. Where the vehicle policy includes a lower rate, such rate will apply in place of those in sub-clause 218.5.2.

218.6. Classification/Recruitment & Selection

218.6.1. Division 3 Professional Instructors will be classified as either Structural, Wildfire or Location Based Instructors.

218.6.2. All Division 3 Professional Instructors will be employed on a full time basis.

218.6.3. All Division 3 Professional Instructor positions will be advertised internally and be filled by Division 3 Firefighters and Division 3 Officers and current Division 3 Instructors employed on a full time basis, who can demonstrate a minimum of 5 years' service as a Professional / career Firefighter within a UFU/FRV joint recognised State or Territory controlled fire service within Australia or such other fire service as agreed by the parties on a case by case basis, and who meet the agreed key selection criteria for the position. Externally appointed instructors must apply within their respective stream and any such applicant must comply with the qualifications as specified in SCHEDULE 12 - Emergency Management Training Framework. After

advertising internally on two occasions and where there are no suitable internal applicants, such positions will be advertised externally and filled by persons who meet the agreed key selection criteria for the position, including:

- 218.6.4. In the case of Division 3 Instructors - Location Based and/or Structural - at least five (5) years' recognised service as a professional firefighter in a professional/career recognised fire service or equivalent established by recognition of prior learning (RPL).
- 218.6.5. For the purpose of this clause and this **Workplace Determination** a professional / career recognised Fire Service is an agreed State or Territory government controlled service within Australia or such other Fire Service as agreed by the parties on a case by case basis. This does not include a volunteer in a State or Territory Government controlled service, or any firefighter from a private fire service.
- 218.6.6. All applicants for Division 3 Instructor-Structural, positions must have as a minimum the practical career experience, skills and qualifications as a paid professional firefighter required to be eligible to transfer or seek promotion to the rank of Leading Firefighter or equivalent established by recognition of prior learning (RPL).
- 218.6.7. In the case of Division 3 Professional Instructors - Wildfire - the technical management skills and experience commensurate with that of a LFF or Crew Leader, who has served in a Career or Integrated Firefighting agency for a minimum of five (5) years professional / career firefighting service, or equivalent established by recognition of prior learning (RPL) and who can demonstrate significant practical experience in all facets of wildfire suppression or as agreed by the parties on a case by case basis.
- 218.6.8. Consistent with FRV selection policy Instructor Interview Panels will comprise of:
 - 218.6.8.1. Assistant Chief Fire Officer, Training Development
 - 218.6.8.2. Assistant Chief Fire Officer from Area if required
 - 218.6.8.3. Structural or Wildfire Instructor according to stream of position being interviewed
 - 218.6.8.4. A representative of employees nominated by the UFU.
 - 218.6.8.5. All of the above are required to have completed FRV approved Recruitment & Selection training program.

218.7. **Recognition of Prior Learning / Recognition of Current Competency**

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

218.7.1.1. Seeking to apply for a Division 3 Instructors position; or

218.7.1.2. For currently appointed Division 3 Instructors to validate their capability to deliver specific training units outside of their appointed stream (i.e. Wildfire or Structural).

218.7.2. Membership of this panel will be:

218.7.2.1. Chairperson: a member of an Academic Institution conversant with RPL/RCC principles and competency-based training. This person will be a suitably qualified candidate nominated following agreement by the parties.

218.7.2.2. A FRV Management representative conversant with RPL/RCC principles, competency based training, the Public Safety Training Package and their application within FRV;

218.7.2.3. A UFU nominee conversant with RPL/RCC principles, competency based training, the Public Safety Training Package and their application within FRV.

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

218.7.4. This panel will continue to be constituted.

218.7.5. Recognition of Prior Learning / Recognition of Current Competency for the purpose of accreditation to perform the duties of "Training Instructor" requires an assessment by the RPL/RCC Panel, referred to in clause 218.7.1 above, to judge RPL/RCC against the competencies and experience equivalent of:

218.7.5.1. Recruit level competencies; and

218.7.5.2. Minimum Five years' professional / career firefighting experience; and

218.7.5.3. Appropriate structural units to at least LFF level; and/or

218.7.5.4. Wildfire units to at least LFF level; and

218.7.5.5. Certificate 4 Workplace Assessors and Training qualifications (or be a current professional / career firefighter holding Workplace Trainer Category A or equivalent).

218.7.6. Current Division 3 Firefighters and Division 3 Station Officers who hold Workplace Trainer Category A or equivalent will be given the opportunity to upgrade to Certificate IV Workplace Trainer and Assessor within the life of this Workplace Determination.

218.7.7. A successful external applicant through the RPL process cannot laterally transfer into an operational role other than by agreement with the UFU. However, a Wildfire Instructor without a FRV firefighting rank of LFF qualifications or above cannot laterally transfer into an operational role at any time.

218.7.8. All applicants deemed eligible for consideration for a position of Training Instructor by the RPL/RCC process shall be accredited for wildfire and/or structural trainer accreditation prior to being eligible to apply for an advertised vacant position.

218.7.9. SCHEDULE 31 - Training Module Delivery by Professional Instructors – Division 3 specifies the units in which structural and / or wildfire professional instructors can deliver training. To deliver training in both structural and wildfire competencies personnel must be accredited for both wildfire and structural streams or resubmit to the RPL/RCC processes to validate their capability to deliver specific training units outside of their appointed stream (i.e. Wildfire or Structural).

218.7.10. The conditions of laterally transferring an externally appointed professional instructor into an operational role (if applicable) will be noted in accordance with sub-clause 218.7.7.

218.8. Hours of Work

218.8.1. Division 3 Instructor's hours of work shall be in accordance with the provisions of clause 208 Special Duties and clause 196 Rostering.

218.8.2. Employees shall be required to work an average of 42 hours per week over an eight week cycle, two of which shall be overtime work and paid for as such and the remaining two hours shall be taken as accrued leave.

218.8.3. The ordinary working hours/shifts of employees shall not exceed:

218.8.3.1.	10 on any Saturday or Sunday
218.8.3.2.	14 on any other day
218.8.3.3.	48 in any 7 consecutive days
218.8.3.4.	96 in 14 consecutive days
218.8.3.5.	192 in 28 consecutive days
218.8.3.6.	336 in 56 consecutive days.

218.8.4. For hours worked in excess of those specified within this clause the provisions of clauses 101 Payment of Overtime and 212.1 Overtime shall apply.

218.8.5. Notwithstanding sub-clauses 218.8.3 and 218.8.4 above, any Division 3 Professional Instructor who has worked in excess of an average of 42 hours per week averaged and worked over any eight week period may request overtime payments pursuant to clauses 101 and 212.1 or time-in lieu equivalent to the applicable overtime rate for the time worked.

218.8.6. Within the parameters specified within this sub-clause, the actual hours to be worked by each employee shall be agreed between FRV and employee concerned and in the case of no agreement, FRV and UFU will agree.

218.8.7. There shall be no split shifts.

218.8.8. There must be a 10-hour break between duty shifts.

218.8.9. A maximum of 16 nights in any 8-week period may be worked.

218.8.10. The Instructor shall have three full weekends off in any 8-week period and must have at least two consecutive days break in every week.

218.8.11. Any Instructor who is required to undertake training or assessment, including travel to and or from the training venue on or after 2200 hours shall be given the option of suitable accommodation at the expense of FRV.

218.8.12. Training Instructors who are required to perform instruction, assessment or other work-related duty at an alternative work location for at least 2 hours after 6.00pm will be provided with an evening meal or be paid the appropriate allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation of the Workplace Determination.

218.8.13. FRV will ensure that all managers and employees are particularly aware of clause 104.13 Long hours assistance with respect to Instructors.

218.8.14. Within 3 months from commencement of this Workplace Determination, the parties will consult and agree on a reporting process that monitors the safe return of instructors who are working late at nights.

218.9. Overtime

218.9.1. Career Division 3 Instructors shall be offered overtime in the first instance, taking into consideration required competencies, location and excessive hours.

218.9.2. To assist in the interpretation of this clause, FRV and UFU acknowledge that:

218.9.2.1. 'Overtime in the first instance' – means all overtime opportunities to provide courses, instruction or assessment over and above usual working hours.

218.9.2.2. 'Required competencies' – means instructing within the appointed stream or across streams as agreed between FRV and the UFU.

218.9.2.3. 'Location' – will be determined in the following sequence:

218.9.2.3.1. To Career Instructor's employed within the region where the training or assessment is to take place

218.9.2.3.2. To Career Instructor's employed within the adjoining region of where the training or assessment is to take place

218.9.2.3.3. To Division 3 SO/LFF within the region where the training or assessment is to take place

218.9.2.3.4. To SO/LFF employed within the adjoining region of where the training or assessment is to take place.

218.9.3. All clause 212 overtime provisions will apply to Professional Instructors in addition to any specific provisions which apply in sub-clause 218.9. To avoid doubt, Division 3 Instructors will receive a minimum of double time rates for all overtime and at a minimum payment of 4 hours for all such overtime worked.

218.10. **Location of Work**

218.10.1. Division 3 Instructors may conduct some of their administrative duties from their residence, if deemed appropriate and approved by their line manager.

218.10.2. All travel time travelled by a professional instructor to conduct training and/or assessment will be deemed as time worked and recorded as time worked.

218.11. **Wages**

218.11.1. Division 3 Firefighters and Division 3 Station Officers working as a Division 3 Instructor shall be paid at the rate specified in the table in sub-clause 218.11.3.

218.11.2. No Division 3 Instructor shall be paid less than the rate of a Division 3 Station Officer.

218.11.3. Internal Appointees - Division 3 Leading Firefighters, Division 3 Station Officers, Division 3 Commanders and Division 3 ACFOs

a) Instructors appointed from the classifications of Division 3 Leading Firefighter and Division 3 Station Officer, Division 3 Commanders and Division 3 ACFOs will translate to the following pay rates based on their substantive classification:

Substantive Classification	Pay Points as Instructor	Instructor Title
Division 3 Leading Firefighter	Division 3 Station Officer	Division 3 Leading Firefighter
Division 3 Station Officer	Division 3 Senior Station Officer	Division 3 Station Officer

Division 3 Senior Station Officer	Division 3 Senior Station Officer plus 10 relativity points of QFF	Division 3 Senior Station Officer
Division 3 Commander	Division 3 Commander	Division 3 Commander
Division 3 ACFO	Division 3 ACFO	Division 3 ACFO

218.11.4. **External Appointees** - In the case of externally appointed instructors, Professional Instructors will be paid commensurate with their skills and abilities in accordance with SCHEDULE 32 - Instructor Career and Progression Pathway - Division 3.

218.12. Progression

218.12.1. The progression principles of how professional instructors will progress through the various pay-points is in accordance with SCHEDULE 32 - Instructor Career and Progression Pathway. All professional instructors will progress to higher levels on completion of the required units or 1 pay point per year. To avoid doubt, there will be no grand parenting for any professional instructors and all existing grand parenting of professional Instructors will be removed.

218.12.2. FRV will provide access to all required training so that employees can progress through the units in accordance with at least the minimum progression timeframes within this **Workplace Determination**.

218.12.3. FRV will assist employees to formulate a development plan which facilitates the employee:

218.12.3.1. Acquiring the expected competencies of Level 2 employee within 12 months of appointment to Level 1; and

218.12.3.2. Acquiring the expected competencies of a Level 3 employee within 24 months of appointment to Level 1; and

218.12.3.3. Acquiring the expected competencies of a Level 4 employee within 36 months of appointment to Level 1.

218.12.4. To avoid doubt in accordance with clause 218.12.2, any professional instructor who possesses or gains the competencies associated with Professional Instructor progression as stated in SCHEDULE 32 - Instructor Career and Progression Pathway at any time, will be paid at the level in accordance with those competencies.

218.13. Certificate IV Training

218.13.1. FRV will ensure all Division 3 professional instructors are provided with necessary opportunities to obtain the current industry level certificate IV training and assessment within 6 months of making this **Workplace Determination**. Where this is not possible due to an employee's

circumstances, the employee can attain the qualification at a later date suitable to them.

218.14. Certificate IV Heavy Vehicle

- 218.14.1. Division 3 professional instructors who supervise, coordinate or assist with coordination, facilitation or training or assessing in driver training will be provided the opportunity to undertake certificate IV Heavy Vehicle Driver Training at the Instructors request.

218.15. Transfer

- 218.15.1. The principles concerning transfer from one location to another to perform the same role will be determined by agreement within four months of making this Workplace Determination. Such principles shall include that an Instructor will not be moved unless by agreement between FRV, Division 3 Instructor and UFU. If not agreed within four months, the matter will be dealt with in accordance with the dispute resolution procedure of this Workplace Determination.

218.16. Superannuation

- 218.16.1. For all internal appointees who have taken the position of Division 3 Instructor on an appointed basis as opposed to secondment, the total wage of the applicable new rank shall include the allowance for day work and be counted as superable salary.
- 218.16.2. This shall also apply to seconded employees who take up a position on secondment, within their last three years prior to retirement. In such cases, the secondees substantive position will be backfilled on a permanent basis. Should the secondees wish to return to normal duties at the conclusion of the secondment period, then the following will occur:
- a) their superable salary shall transition to their substantive rate; and
 - b) the location and position they return to will be determined by FRV after agreement with the employee concerned. Every effort will be made to accommodate the personal requirements of the employee.

218.17. Mentoring

- 218.17.1. The role of a Division 3 Instructor as a mentor at an incident is to assist with the development of skills, knowledge and succession planning of third party volunteers and professional / career staff, commensurate with their individual competence level and endorsement by Fire Rescue Commissioner to undertake such task.
- 218.17.2. When performing this task at an incident, Division 3 Instructors are not to perform the actual operational role and are to act strictly as a mentor to:
- a) provide one on one training and support for third party volunteers and/or career staff who are undertaking a task in accordance with a jointly developed mentoring program to be developed within 6 months of making this Workplace

Determination consistent with the recommendations being considered in the Safer Firefighting Project; and

- b) enable validation of training processes being used within FRV.

218.18. Operational Use of Instructors

218.18.1. The following applies:

- 218.18.1.1. The primary role of Division 3 Professional instructors is in training
- 218.18.1.2. Operational use should not compromise the training responsibilities of professional instructors.
- 218.18.1.3. All other practical alternatives to meet an operational need should be exhausted including the redeployment and recall of other firefighters and the use of overtime prior to the operational use of Division 3 professional instructors.
- 218.18.1.4. The integrity of the system whereby adequate reliever resources are employed consistent with the Workplace Determination and that otherwise rostering for relief on a voluntary basis is maintained.
- 218.18.1.5. The career opportunities, qualifications and job security of Division 3 Firefighters and Division 3 professional instructors shall not be diminished or compromised.

218.18.2. The role of Division 3 Instructors is the coordination, development/preparation and delivery of training consistent with their agreed position description. Division 3 Instructors skills and experience may be utilised to mentor professional / career staff or third party volunteers.

218.18.3. An Instructor will not:

- a) Perform operational response duties normally undertaken by professional / career firefighters, Division 3 Station Officers, Division 3 Commanders and/or Division 3 ACFOs. Such duties are not included in the duties of Instructors.
- b) Be a Division 3 Duty Officer or perform Division 3 Duty Officer (RDO) activities. Such duties are not included in the duties of Instructors.
- c) Be involved in the staffing or relief at fire stations. Such duties are not included in the duties of Division 3 Instructors.

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

- a) Air Attack Supervisor

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

218.18.5. The Division 3 Instructors referred to in clauses 218.18.4 must have the requisite qualifications and endorsement by the Fire Rescue Commissioner. When considering whether to utilise Division 3 Instructors in a functional or specialist role within an IMT, the Division 3 Operations Manager should have also regard to offering these opportunities to trained firefighters and Division 3 Station Officers who require skills acquisition, skills maintenance, further experience and/or mentoring to become "endorsed" or maintain their skills.

218.18.6. For Division 3 professional instructors who do not have 5 years operational experience, the parties **will** develop career opportunities and career paths (other than into operational firefighting). The parties will seek the assistance of the FWC by way of conciliation to help to achieve this outcome.

218.18.7. Division 3 professional instructors who have completed a Division 3 recruit course may be utilised operationally only in the limited duties set out in this subclause as follows:

218.18.7.1. The parties will develop a set of agreed guidelines (or amend any existing guidelines) for such use within 3 months. In the event that no Guidelines are developed or agreed, the Commission may arbitrate any dispute about the application of this subclause by agreement between the parties to the dispute.

218.18.7.2. Such guidelines:

218.18.7.2.1. Must include a vacancy management procedure ('Recall Procedure') which enumerates the steps to be taken before any requirement to undertake operational work arises.

218.18.7.2.2. Will only provide for the operational use of professional instructors in the following circumstances:

218.18.7.2.2.1. at a type 2 or 3 incident where the Recall Procedure has been exhausted;

218.18.7.2.2.2. in any other case, by prior agreement with the UFU.

218.18.7.2.3. For the sake of clarity, Division 3 Instructors duties do not include and Division 3 Instructors will not be required to perform any operational work not expressly referred to in this subclause, including in respect of the manning or relief at fire stations.

218.18.7.2.4. To avoid doubt the Division 3 Instructors that are referred to above who may be used for operational purposes must be Instructors who at the time of their appointment as Instructor were already appointed to one of the Division 3 firefighting ranks referred to in sub-clause 218.1.1.1.

218.18.8. Given the inherent dangers of firefighting and the need to ensure safety of all employees, Division 3 Instructors will be under the command of the Fire Rescue Commissioner.

218.19. **Provision of Courses**

218.19.1. The following minimum number of Division 3 Instructors at the substantive ranks (or as otherwise agreed between the parties) shall be engaged to work on the courses as specified:

Court	Division 3 ACFO	Division 3 Commander	Division 3 SSO	Division 3 SO	Division 3 LFF	Division 3 Senior FSCC
Division 3 Recruits	-	1	1	9	1	-
Division 3 SO	-	1	1	1	1	-
Division 3 SSO	-	1	1	1	-	-
Division 3 FSCC	-	-	-	-	-	2
Division 3 Commander	-	1	1	-	-	-

218.19.2. For a Division 3 professional instructor to work on a course, the Division 3 professional instructor shall have all of the vocational competencies being delivered.

218.19.3. Numbers of substantive ranks for courses which are not listed in clause 218.19.1 shall be agreed between the parties.

218.20. **Uniform**

218.20.1. Each Division 3 professional Instructor will be provided with a uniform as agreed by the parties and in accordance with this clause.

218.20.2. Division 3 professional Instructors will be provided as a minimum the same uniform, PPC and PPE as provided to other Division 3 operational staff and will be issued with any changes to such uniform and equipment when further uniform roll outs occur for other Division 3 operational staff.

218.20.3. The selection of uniform apparel, between operational and corporate, is a matter to be determined by the Division 3 Instructor

218.20.4. Epaulettes - Division 3 professional / career Firefighters and Division 3 Station Officers

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

Upon completion of the Division 3 Instructor secondment period or when performing skills maintenance, all Firefighters and Station Officers will return to their substantive rank and insignia.

218.20.5. Epaulettes - Other

All other Division 3 Instructors, irrespective of their backgrounds, are to wear "Instructor" only on epaulettes.

218.20.6. Name tags

All Division 3 Leading Firefighters and Division 3 Station Officers who perform the role of Division 3 professional Instructor maintain their rank on their name tag. All other Division 3 professional Instructors, irrespective of their backgrounds, are to wear "Instructor" or "Senior Instructor" and their name on their name tag.

218.20.7. Helmets

Division 3 professional Instructors' helmets will be blue in colour with the wording "Instructor" on the helmet. This wording is not to be departed from under any circumstances and it is irrelevant whether the person is a Division 3 Senior Instructor or Division 3 Instructor for helmet identification purposes. When firefighters and station officers are performing skills maintenance then their substantive operational helmet and rank insignia, including skills identification, is to be worn.

218.21. **Secondment and Relief**

218.21.1. Positions will be filled by way of permanent appointment or for agreed periods of secondment not exceeding two years on criteria to be agreed by the parties.

218.21.2. Personnel appointed as a Division 3 Instructor on secondment for a period, or those relieving these persons, shall not reduce the full period of the secondment unless otherwise agreed between FRV and the employee. Such agreement will not be unreasonably withheld. This provision does not apply to an employee who obtains a transfer or promotion to another position.

218.21.3. At the conclusion of any period of secondment the Division 3 Instructor and Reliever/s shall return to their previous location at the substantive position and classification held immediately prior to the secondment from which they have been released. In such cases where there are personal circumstances that prevent an immediate return to the previous location to occur, the parties will agree on the arrangements to apply until the employee/s return to their previous location.

218.21.4. The filling of vacancies created by the secondment of Division 3 Instructors will be in accordance with the following sequence:

218.21.4.1. offered to appointed relievers from the seconded Division 3 Instructors home location

218.21.4.2. offered to eligible Division 3 Firefighters/station officers who have registered an expression of interest in filling such positions

218.21.4.3. an internal advertisement process

218.21.4.4. other spare relievers on a short-term and equitable basis, i.e. 28 days.

218.21.5. 'Secondment' for the purposes of this clause means secondment of a Division 3 employee into the position of Division 3 Instructor. It does not refer to secondment of an employee from another fire service.

218.22. Skill Maintenance

Division 3 Firefighters and Division 3 Station Officers

218.22.1. Employees will be required to work at least 1 on-shift roster per annum at a fire station performing operational duties for the purpose of skills maintenance unless otherwise agreed between the parties on a case by case basis.

218.22.2. The location and time to be spent on skills maintenance will be as agreed between FRV and employee concerned and in the case of no agreement, it will be agreed by FRV and UFU.

External Appointees

218.22.3. Skills maintenance for Division 3 Wildfire Instructors will be achieved by the Division 3 Instructor spending up to 28 days per year (depending on the skills required to be maintained) at appropriate locations such as prescribed burning operations. The location and time to be spent on skills maintenance will be as agreed between FRV and the employee (or their representative).

218.22.4. Skills maintenance for Division 3 Structural Instructors will be achieved by the Division 3 Instructor spending up to 28 days per year (depending on the skills required to be maintained) at appropriate locations such as Location Based, appropriate training grounds or fire stations. The location and time to be spent on skills maintenance will be as agreed by FRV and the employee (or their representative).

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

218.22.5.1. Ground Observer

218.22.5.2. Safety Officer

218.22.5.3. Staging Area Manager.

218.23. Annual Leave

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

218.23.2. A Division 3 Instructor who is required to work on a Saturday or Sunday either directly before or after a public holiday shall not have the public holiday deducted from their annual leave amount.

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

218.23.4. An employee who has performed higher duties for longer than 1 month (or who has reasonably expected to perform higher duties for 1 month) and who at the time of arranging leave were of the understanding that they would remain on higher duties immediately prior to the leave, shall be entitled to have their leave paid at the higher duties rate.

218.24. Further study

218.24.1. Division 3 Instructors can apply to undertake further studies in the Diploma of Training and Assessment or equivalent with all associated costs and leave to undertake the course being met by FRV. No request will be unreasonably withheld.

218.25. Allowances

218.25.1. Facility Allowance

An Instructor who is required to instruct and or assess at a facility that does not have one or more of the following shall be entitled to an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation per day or per training session, whichever is the greater:

- a) Mains power; tea/coffee making facilities; meeting/training room; adequate heating/cooling; appropriate seating

arrangements; adequate toilet facilities; wash basin/sink with mains hot water.

218.26. Qualification allowance

In recognition of the acquisition of Diploma of Training and Assessment or equivalent, Instructors will receive a Qualification Allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation.

218.26.1. Any Division 3 Instructor who is required to prepare, coordinate or assist with coordination, facilitation, training or assessment in any state wide training course as scheduled on the state wide training calendar at Bangholme, FRV Headquarters or any other recognised Fire Service Training Ground will be paid the State Wide Training allowance as per SCHEDULE 29 - Allowances, Personal Expenses and Accommodation for each shift they are performing the work described above.

218.26.2. Any Division 3 Instructor who conducts any training, assessment, mentoring or validation outside of their home district will be entitled to a relieving allowance as contained in SCHEDULE 29 - Allowances, Personal Expenses and Accommodation.

**PART C - ADDITIONAL CONDITIONS APPLYING TO DIVISION 3 COMMANDER
TO DIVISION 3 ACFO CLASSIFICATION AND THE DIVISION 3 MCS
CLASSIFICATION**

219. APPLICATION OF PART C

219.1. This part applies to all Division 3 employees of **FRV** engaged in or performing work that is or may be performed by an employee engaged in a classification or occupation referred to below:

219.1.1. Division 3 MCS

219.1.2. Division 3 Commander

219.1.3. Division 3 ACFO

220. DIVISION 3 ACFO HOURS OF WORK

220.1. Employees shall be rostered in accordance with this clause.

220.2. Employees other than full time employees shall have access to all terms and conditions under this **Workplace Determination** on a pro rata basis and shall receive an insecure work allowance of 25% of their annual wage.

220.3. Employees shall have their normal hours of work arranged in the following manner:

220.3.1. Save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES, FRV will not employ an employee on a part-time or casual basis, and no employee may hold a position on such a basis, unless in each case there is agreement between all parties (agreement is required for each employee).

220.3.2. Where part-time employment is agreed, part-time employees under this clause will:

220.3.2.1. work and be rostered on hours negotiated and agreed in writing between FRV the employee and (save as in relation to an application the UFU that, on average are less than 38 hours per week. These hours may be worked over a 5 day cycle and may include evening or weekend work; and

220.3.2.2. be paid for any additional hours worked at overtime rates, or

220.3.2.3. work in accordance with clause 196 - Rostering, and where any reference to 42 hours in clause 196 - Rostering shall be read as 38 hours.

220.3.3. Full-time employees shall work in accordance with clauses 220.4 to 220.10.

220.3.4. For the avoidance of doubt, ACFOs are able to access the part-time rostering arrangements in accordance with this clause and clause 56 Rights Under NES.

- 220.4. FRV wishes to continue the present arrangement which is that the ACFO and their direct supervisor agree on a balanced approach to hours of work.
- 220.5. Division 3 ACFO's shall work hours of work a defined hour of work as provided for at clause 196 Rostering, and as provided below.
- 220.6. It is recognised that Division 3 ACFO's are expected to work as directed and as needed within their average hours each week.
- 220.7. In this context, Division 3 ACFO's are expected to manage their own diaries so that there is a balance between working time and time off.
- 220.8. FRV respects the right of Division 3 ACFO's to balance their working time through compensatory time off on an individual basis for which approval will not be withheld.
- 220.9. If an employee believes that they are unreasonably being expected to work additional hours, and compensatory time off is being unreasonably withheld, then the dispute resolution clause shall be applied.
- 220.10. The line manager shall ensure that hours of work are managed consistent with FRV's obligations under the Fair Work Act 2009 or its successor.

221. SPECIAL ROSTERS AND REST PERIODS

- 221.1. To avoid doubt, these provisions apply as well as roster and hours of work provisions in Part B of this Division.
- 221.2. A special roster is a roster to be recalled or standby on call as opposed to standard rosters under clause 204 Roster of Hours. The special rosters include the following types agreed to between FRV and the UFU:
 - 221.2.1. Executive Officers and Commanders Special Roster (EOCSR)
 - 221.2.2. State Control Centre Roster
 - 221.2.3. Regional Control Roster
- 221.3. No other special rosters or special rostered position shall exist or be implemented, unless agreed to between the UFU and FRV.
- 221.4. Special roster hours shall be agreed between FRV and the UFU.
- 221.5. Employees who are rostered to a special roster shall remain 100 kilometres from the district to which they are rostered whilst on the special roster. Where the employee's residence is further than 100 kilometres from the district, FRV shall provide reasonable accommodation for the employee within 100 kilometres.
- 221.6. For the purpose of clause 221.13.2, time spent on emergency deployment outside of Victoria shall also be recognised as time spent on a special roster.
- 221.7. All time spent recalled under a special duty roster (that is time where the employee is required to be on duty for a special duty roster shift when they would otherwise be off duty or standby on call for that shift) shall be paid at recall rates and conditions in accordance with the overtime provisions in clause 212. Where an employee is provided with less than 24 hours' notice of the requirement to be on a special duty roster outside of their normal roster on

duty hours, the first 24 hours on a special roster must be recalled to be on duty and clauses 221.8 and 221.9 shall not apply to that shift.

- 221.8. Unless otherwise provided in this Division, FRV will ensure employees do not work more than 14 hours consecutively. Work includes time on duty when the employee has been disturbed during an on call special roster.
- 221.9. Employees are entitled to 10 consecutive hours off duty between the completion of his or her ordinary work on one day and the commencement of ordinary work on the next day, excluding any travel time (including travel to and from a place of rest). The definition of ordinary work under this subclause includes times on duty when the employee has been disturbed during an on call special roster together with time where an employee has been on duty on their normal roster. RDO/SDO relief will be provided for in the event that the Rostered and/or State Duty Officer performs 14 hours on duty in any 24 hour period until the Rostered and/or State Duty Officer achieved a 10 hour break.
- 221.10. If the employee does not receive the rest periods as outlined in this clause, a penalty rate of double time will be paid for all time on duty until the commencement of the time when the required rest periods are taken, in addition to any other entitlement provided in this Division.
- 221.11. Where work involves ongoing major operational activity, FRV will ensure that there are adequate breaks during periods of duty, including by ensuring that they have adequate relief available.
- 221.12. Where an employee who performs a rostered on call position at night is disturbed between 2300hrs and 0700hrs from their rest for any matters related to their special duties roster, the disturbance will be counted as one hour on duty. If the duty required is greater than 1 hour, the whole time on duty will be counted as on duty time. Where an activity requires an employee to be on duty for four hours or more in the one night, then the employee is entitled at completion of duty to a ten hour break and the break will also be counted as time worked. Where an employee who performs a rostered on call position is disturbed at other times, the period of disturbance will be on duty time and paid at overtime rates where the employee is unable to adjust normal hours during the week to compensate.
- 221.13. To avoid fatigue, unless otherwise provided for in this Division, the employer will ensure that:
 - 221.13.1. In any 35 day period, no employee shall be rostered on any special roster outside of normal roster on duty hours for more than 7 days.
 - 221.13.2. In any calendar year, no employee shall be rostered for more than 56 days on any special roster, including for deployment outside FRV as defined in clause 136. Any rostering beyond 56 days per year will only be by agreement between the employer, employee and the UFU. If any employee is rostered more than 56 days per year, the employer will pay the employee double time for all such time rostered outside of normal roster on duty hours and provide an equal amount of time as time off in lieu.
 - 221.13.3. No employee will be required to work or be on a special roster more than 7 days consecutively. Any employee who works (that is disturbed and required to be on duty) more than 7 consecutive days whilst on a special roster must take 2 consecutive days off. These

days will be paid at double time rates. For the purposes of this sub-clause work means on duty for at least four hours in a day.

221.13.4. No employee will work or be on a special roster more than 4 nights in any week (Monday to Sunday). For the purposes of this clause the spread of hours for night work is between the hours of 1800 and 0800. Any employee who is on call and works for more than 4 hours on special roster duties for each night on 2 nights in any one week (Monday to Sunday) will be paid at triple time rates for a minimum of 4 hours for each additional night worked on special roster duties.

221.13.5. No employee will work more than 12 hours on a Saturday or a Sunday.

221.13.6. To avoid doubt, time on the Regional Control Roster does not count as time on a special roster for the purposes of clause 221.13.1 and 221.13.2 for those occupying the Assistant Chief Fire Officer (Regional Commander) position.

221.14. In the event of loss of motor vehicle license, employees will not be placed on a special roster.

222. DIVISION 3 ACFO PERSONAL DEVELOPMENT

222.1. FRV may, upon application by the Division 3 ACFO, assist the Division 3 ACFO to undertake additional professional development activities through the provision of such financial assistance or leave with or without pay as is determined by the Fire Rescue Commissioner.

222.2. This clause shall not be used punitively or for disciplinary purposes.

222.3. Professional development opportunities will be shared equitably amongst Division 3 ACFOs.

222.4. FRV shall grant an employee leave with pay for preparation and attendance and travel necessary for any examination or presentation ceremony associated with an approved course of study.

222.5. Reimbursement of the costs of fees and books shall be met by FRV on successful completion of each module/subject.

222.6. At all times leave is subject to work requirements and determined on that basis.

223. ALLOWANCES / HIGHER DUTIES / REIMBURSEMENTS

223.1. Employees covered by this part are entitled to reimbursement of expenses as per any arrangements that apply to the Fire Rescue Commissioner and Deputy Commissioners, where such entitlement exceeds an entitlement otherwise conferred by the **Workplace Determination**. The application of this clause will be subject to Clause 18 – Consultation prior to implementation.

223.2. EMR Allowance

All employees under this section will receive the allowance specified in clause 78 and SCHEDULE 29 - Allowances, Personal Expenses and Accommodation.

223.3. Telephone Rental/Internet Access Reimbursement

Employees covered by this part will be reimbursed for the cost of telephone line rental and internet access to their residence. Costs associated with work related phone calls including local phone calls, STD phone calls, facsimile transmissions and computer remote access connections will be reimbursed by FRV. Where an employee has telephone rental/internet access as part of a bundle package or VOIP system the total amount will be paid.

224. ADDITIONAL ROLES

224.1. Division 3 Commanders and Division 3 ACFOs may perform the additional roles:

224.1.1. Executive Officers and Commanders Special Roster (EOCSR)

224.1.2. State Control Centre Roster

224.1.3. Regional Control Roster

224.1.4. RIAT coordinator

224.2. The RDO cannot be rostered for multiple districts except where proposals have been implemented through the consultation clause 18.

224.3. All roster periods and arrangements for any such additional role, as well as resources required for the role must be implemented with the UFU via the consultation process in clause 18. FRV will not ask or require any employee to undertake any such role other than roles agreed with the UFU.

224.4. Such positions will be advertised and filled via a fair and equitable selection process.

224.5. Any change to such positions shall be subject to consultation including agreement.

224.6. Pre-formed teams

224.6.1. There will also be pre-formed teams for significant incidents. The definition of significant incidents and composition of teams qualifications, skills and competencies shall be determined via consultation under clause 18. Teams must have appropriate skills and competencies.

225. TEMPORARY TRANSFER

Any employee covered by this Part who agrees to be temporarily transferred shall be paid such salary and terms and conditions of employment in accordance with this **Workplace Determination**. In all cases the employees normal work location shall be deemed not to have changed.

226. VEHICLES

226.1. In recognition of the operational responsibilities of employees covered by this part, FRV will provide the employees with a blue-plated, appropriately equipped and fully maintained Emergency Response Vehicle (suitable for purpose and in line with current arrangements) that can, consistent with policy, be utilised by the employees for personal and work related purposes.

226.2. **The** following constitutes appropriately equipped:

226.2.1. Safety standard in line with as a minimum the silver rated Victoria Police vehicle design or bronze rated Victoria Police vehicle design for 4WDs

226.2.2. Australian made where available

226.2.3. Diesel fuelled or as otherwise implemented under Clause 18 – Consultation

226.2.4. FR radio or in the case of Secondees to CFA, a CFA radio

226.2.5. Bull bar

226.2.6. Off road 4WD capacity - unless the employee states that 4WD is not required

226.2.7. Tinted windows

226.2.8. First aid kits

226.2.9. Fire extinguishers

226.2.10. Fog lights unless employee elects otherwise

226.3. Where on the commencement of this **Workplace Determination**, employees have in place novated car leasing in their remuneration package this will continue at the election of the employee.

226.4. **New Commander positions**

226.4.1. FRV will continue to employ additional Division 3 Commander positions to facilitate relief and additional service demands.

226.5. **Division 3 Commander Reliever positions**

226.5.1. The Division 3 Commander Reliever positions will have a dual role, providing relief for both Division 3 ACFO and Division 3 Commanders and capability for planned absences and leave as well as performing general operational management responsibilities and activities during non-relieving periods. These positions will not be relieved during any planned absences or leave.

226.5.2. FRV shall ensure that there are adequate numbers of Division 3 Commander Relievers in each district and HQ to ensure that substantive Division 3 Commanders in districts are relieved for the entire period of their leave.

226.5.3. Prior to the introduction of any additional Division 3 Commander Reliever positions, the parties must consult under clause 18 in relation to the following matters:

226.5.3.1. The location(s) to which any Division 3 Commander Relievers will be appointed;

226.5.3.2. The geographic areas in which Division 3 Commander Relievers may perform relieving duties;

226.5.3.3. The ratio of Division 3 Commander Relievers to Division 3 Commanders/ Division 3 ACFOs required;

- 226.5.3.4. Workload and intensity;
- 226.5.3.5. Administrative arrangements which may be required in recognition of the unique role of Division 3 Commander Relievers; and
- 226.5.3.6. Any other matters required to be addressed in order to introduce the Division 3 Commander Reliever position in a fair, equitable and reasonable manner.

226.5.4. In the event that an employee is unable to take planned leave because FRV is unable to provide relief in accordance with this clause, then the lack of relief and relief arrangements will be the subject of under clause 18. An employee inconvenienced by FRV's inability to provide relief may utilise the dispute resolution procedure of this Workplace Determination.

227. ANNUAL LEAVE

- 227.1. A plan, agreed in discussion with the employee, will be implemented which programs annual leave accrued in a financial year to be taken by the end of the following financial year. Existing excess annual leave i.e. greater than two years' accrual, will be reduced by the implementation of a specific plan, in discussion and agreement with the employee. To ensure acceptable lifestyle and wellbeing, employees covered by part C of this Division will be encouraged however not required to take at least one period of three weeks continuous leave within each twelve month period (financial year).

228. CAREER DEVELOPMENT TRANSFER OPPORTUNITIES

- 228.1. The parties recognise employees covered by part C of this Division are appointed to FRV and can be utilised and appointed to dedicated positions within FRV (inclusive of secondment/'acting up' positions where applicable).
- 228.2. In the event of such transfers between positions, FRV commits to consult with the UFU and the employees concerned on the proposed transfer.
- 228.3. Any dispute about transfers or changes to an employee's work location shall be dealt with in accordance with the dispute resolution process of this Workplace Determination.

229. REGIONAL COMMAND AND CONTROL

- 229.1. A position of Operations Manager (Regional Commander) from the previous Agreement has been replaced by Division 3 ACFO (Regional Commander). FRV will aim to maintain at all times a minimum of eight permanent Division 3 ACFO (Regional Commander) positions.
- 229.2. In addition to the terms and conditions of employment pertaining to a Division 3 ACFO as set out in this Workplace Determination, the following additional provisions apply to Division 3 ACFO (Regional Commanders):
 - 229.2.1. Dedicated administrative support will be provided to each Division 3 ACFO (Regional Commander) position by way of a suitably classified Support Officer, who will report to the Division 3 ACFO (Regional Commander); and

229.2.2. Full relief will be provided to Division 3 ACFO (Regional Commander) for all leave entitlements.

229.3. The position description of the Division 3 ACFO (Regional Commander) is the agreed position description as at 20 February 2014. Such position description is incorporated as a term of this Workplace Determination.

229.4. Suitable competencies apply to the classification and required to be appointed to the classification of Division 3 ACFO (Regional Commander).

230. DIVISION 3 COMMANDER/ACFO/ /MCS SUBCOMMITTEE

230.1. [Blank]

230.2. [Blank]

230.3. [Blank]

PART D - COMMUNICATIONS DEPARTMENT

231. APPLICATION

- 231.1. This part of the **Workplace Determination** applies to Division 3 Employees:
- 231.1.1. employed in the Communications Department, or
 - 231.1.2. performing work that is or may be performed by an employee in a classification referred to in this part of the **Workplace Determination**.

232. CTSO SALARY STRUCTURE

The classification structure for CTSO's is agreed and provided at SCHEDULE 37 - Communications Technical Services Officers (CTSO) Salary Structure.

There are currently agreed qualifications, experience and competencies for each level of the classification structure as provided at SCHEDULE 37 - Communications Technical Services Officers (CTSO) Salary Structure.

CTSO means a Division 3 Employee who has successfully completed all qualifications, experience and competencies (**the CTSO requirements**), or an employee who has been appointed as a CTSO category without having successfully completed the CTSO requirements, engaged in the duties of a CTSO.

An employee who has been appointed as a CTSO without having successfully completed the CTSO requirements shall, upon appointment and pending satisfactory completion of the 'CTSO transition course', be immediately released from normal duties to undertake the 'CTSO transition course'.

For the purposes of this subclause the CTSO transition course shall comprise such further training as is reasonably necessary to equip the employee to perform the duties of the classification safely. Such training shall include satisfactory completion of the CTSO transition course.

233. HIGHER DUTIES

- 233.1. When an employee performs the higher duties of an employee in the Communications Department they shall be paid an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation.

234. VEHICLES

- 234.1. FRV will provide each CTSO with an appropriately equipped vehicle including commuter use in accordance with policy to expedite the recall of available staff who are not on standby.
- 234.2. The following constitutes appropriately equipped:
- 234.2.1. FRV radio
 - 234.2.2. Bull bar
 - 234.2.3. Off road capacity
 - 234.2.4. Additional rotating hazard lights

234.2.5. First aid kits

234.2.6. Fire extinguishers

234.2.7. Fog lights

234.3. Where on the commencement of this **Workplace Determination**, employees have in place novated car leasing of a private vehicle in their remuneration package this will continue at the election of the employee.

235. AMENITIES

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

235.2. FRV will provide a portable fridge in all vehicles.

236. HOURS OF WORK

236.1. Employees shall work hours in accordance with this clause.

236.2. Employees other than full time employees shall have access to all terms and conditions under this **Workplace Determination** on a pro rata basis and shall receive an insecure work allowance of 25% of their annual wage.

236.3. Save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES, FRV will not employ an employee on a part-time or casual basis, and no employee may hold a position on such a basis, unless in each case there is agreement between all parties (agreement is required for each employee).

236.4. Employees shall have their normal hours of work arranged in the following manner:

236.4.1. Full-time employees shall work an average of 38 hours per week worked over five days Monday to Friday as a 28 day cycle of 8.44 hours each day and:

236.4.1.1. 0.84 of an hour of each day worked shall accrue as an entitlement to take 2 nominated days off in each 28 day cycle;

236.4.1.2. The paid day off shall be agreed between the parties.

236.4.2. Where part-time employment is agreed, part-time employees will:

236.4.2.1. work and be rostered on hours negotiated and agreed in writing between FRV the employee and (save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES) the UFU that, on average are less than 38 hours per week. These hours may be worked over a 5 day cycle Monday to Friday and may include evening or weekend work; and

236.4.2.2. be paid for any additional hours worked at overtime rates, or

236.4.2.3. work in accordance with clause 56, and where any reference to 42 hours in clause 56, shall be read as 38 hours.

236.5. For the avoidance of doubt, employees covered by clause 231.1 are able to access the part-time rostering arrangements in accordance with this clause and clause 56 Rights Under NES.

236.6. If in an emergency situation or on a day of Total Fire Ban an employee on their nominated day off agrees to be recalled to work, the employee will postpone their nominated day off, and be paid recall provisions. As much notice as possible in the circumstances shall be given and the postponed day off shall be taken before the completion of the next 28 day cycle.

237. BREAKS

237.1. Employees are entitled to an unpaid meal break of 30 minutes to be taken between the hours of 1200 and 1400 hours.

237.2. Employees are entitled to paid morning and afternoon tea breaks of 15 minutes each.

237.3. An employee who is disrupted from their meal break, and is required by the employer to perform work, shall be paid at double time rates for the duration of the meal break.

238. ADDITIONAL HOURS WORKED

238.1. All hours worked outside of the prescribed hours or in excess of (8) eight hours on any ordinary working day Monday to Friday, excepting hours worked on the duty roster, recall or on emergency call out, shall be taken as time in lieu at overtime rates. An employee may elect at any time to be paid out any accrued time in lieu at the appropriate overtime rate prescribed in this **Workplace Determination**.

238.2. A CTSO's manager will through appropriate planning and work scheduling ensure that excessive workloads are minimised.

238.3. Any additional hours to the ordinary hours of work must be approved prior to being worked by a Communications Department Line Manager or the rostered Duty Officer, except that all CTSO level 4 and out-posted CTSO level 3 employees may receive subsequent approval.

238.4. Employees recalled to work overtime (whether before or after leaving the premises) must be paid for a minimum of 4 hours work at the appropriate rate on each occasion they are recalled. They shall not be required to work the full 4 hours if the job they were recalled to perform is completed within a shorter period.

238.5. Employees who work on a Saturday, Sunday or Public Holiday shall be paid the appropriate rate as specified in this **Workplace Determination**.

239. DUTY ROSTER

239.1. Definitions

239.1.1. Duty Officer

It is part of Grade 3 and above employees and out-posted based staff duties to at times undertake the duty officer role which includes being primary contact for after-hours calls.

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

239.1.2. Support Officer (to Duty Officer)

It is part of Grade 1; grade 2 and those at grade 3 not included on the Duty Officer's roster, plus out-posted staff irrespective of classification duties to at times undertake the Support Officer role.

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

239.1.3. On Call

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

239.1.4. On Duty

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

239.1.5. Duty Roster

- a) Both the Duty Officer and the Support Officer shall be placed on the roster for any given week.
- b) Each person's period on either roster will be of one week's duration and will change over at 1000 hours on Monday unless changed by mutual agreement of all affected staff.
- c) Each employee shall not normally be rostered onto the roster for more than 1 week every 7 week cycle. Where FRV believes it is necessary to roster more frequently this will not occur without prior consultation in accordance with clause 24 Dispute Resolution.
- d) Out posted employees shall not normally be placed on the roster. Where FRV believes it is necessary to roster an out posted employee this will not occur without prior consultation in accordance with clause 18.

239.2. **Responsibilities and Remuneration**

239.2.1. Duty Officer

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

239.2.2. Support Officer

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

239.2.3. On Call Payments

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

239.2.4. On Duty Payments

- a) Any Rostered Officer who is "On duty" will be paid at the appropriate overtime rate, except for instances covered by sub-clause 239.1.4(b).
- b) A minimum of four hours will be paid for each occasion they are recalled to be "On Duty" except for instances covered by sub-clause 239.1.4(b).
- c) The Rostered Officer shall not be required to work the full four hours if the job they were recalled to perform is completed within a shorter period.
- d) Any other employee who is recalled to be "On Duty" will be paid at the appropriate overtime rate.

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

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

239.2.7. Where a CTSO is required to replace a CTSO who is the Duty Officer or Support Officer due to:

- a) Absence without notice;
- b) Location of the incident;
- c) Specific skill requirement;
- d) both Duty Officer and Support Officer being unavailable; or
- e) Emergency situation

The replacement CTSO shall be acting Duty Officer or acting Support Officer, and shall receive payments applicable to Duty Officers and Supporting Officer until this clause for that period.

239.2.8. To avoid doubt, CTSOs are not entitled to the After Hours Allowance provided for at clause 104.14 by reason of their availability to perform duties

under this clause, and payments made under this clause are in lieu of the After Hours Allowances provided for at clause 104.14.

240. OVERTIME RATES

240.1. Unless specified elsewhere, overtime rates for this part of the Workplace Determination are at least:

240.1.1. All time worked Monday to Saturday in excess of the daily or weekly ordinary hours of work will be paid for at the rate of double time.

240.1.2. All time performed on a public holiday will be paid for at the rate of double time and a half. To avoid doubt, such payment is in addition to normal pay for the public holiday.

240.1.3. All work performed on a Sunday will be paid for at the rate of double time.

240.1.4. At the election of the employee time off equivalent to the period of overtime worked may be taken in lieu of receiving overtime rates.

241. TELEPHONE RENTAL REIMBURSEMENT

Each CTSO will be reimbursed for the cost of telephone line rental and internet access to their residence. Costs associated with work related phone calls, including local phone calls, STD phone calls, facsimile transmissions and computer remote access connections will be reimbursed by FRV. Where an employee has telephone rental/internet access as part of a bundle package or VOIP system the total amount will be paid.

PART E - PROTECTIVE EQUIPMENT DEPARTMENT

242. APPLICATION

- 242.1. This part of the **Workplace Determination** applies to Division 3 Employees:
- 242.1.1. employed in the Protective Equipment Department, or
- 242.1.2. performing work that is or may be performed by an employee in a classification referred to in this part of the **Workplace Determination**.

243. WAGES

- 243.1. The following rates shall apply:

[Explanatory Note: Table of wage rates to be inserted and provided through the intractable bargaining workplace determination process noting the Minister / FRV's position is that there should be 4 annual increases of 3% on 1 July each year]

* Employees shall also be paid an 17.5% annual leave loading during annual leave

- 243.2. Annualised all-purpose commuted availability allowance to be included in salary:

[Explanatory Note: Table of wage rates to be inserted and provided through the intractable bargaining workplace determination process noting the Minister / FRV's position is that there should be 4 annual increases of 3% on 1 July each year]

- 243.3. Protective Equipment employees' monetary remuneration is payable in fortnightly instalments by electronic funds transfer to the bank account designated by the employee.
- 243.4. Protective Equipment employees may, in writing, request payment in advance of the ordinary pay day if he or she will be absent on approved leave when payment would ordinarily be made.
- 243.5. A bonus payment previously applied to Protective Equipment employees. From the commencement of this Workplace Determination, the bonus payment no longer applies, and wage rates have been increased by \$350 per annum in lieu of the bonus payment.

244. HIGHER DUTIES

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

245. MANAGER TECHNICAL SERVICES

- 245.1. The Manager Technical Services duties are covered by the duties of Senior Protective Equipment Technicians, however where at the commencement of this **Workplace Determination**, the Manager Technical Services (MTS) position is filled by an employee outside of this **Workplace Determination**, the employment of that

person in the MTS position shall be deemed not to be a breach of this **Workplace Determination**.

246. HOURS OF WORK

- 246.1. Employees shall work hours in accordance with this clause.
- 246.2. Employees other than full time employees shall have access to all terms and conditions under this **Workplace Determination** on a pro rata basis and shall receive an insecure work allowance of 25% of their annual wage.
- 246.3. Save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES, FRV will not employ an employee on a part-time or casual basis, and no employee may hold a position on such a basis, unless in each case there is agreement between all parties (agreement is required for each employee).
- 246.4. Employees shall have their normal hours of work arranged in the following manner:
 - 246.4.1. Full-time employees shall work an average of 38 hours per week worked over five days Monday to Friday between the hours of 0730 hours and 1730 with actual hours as agreed between the employee and their supervisor; and
 - 246.4.2. On the basis of a 28 day work cycle under which an employee is entitled to two days off work in each pay cycle without loss of pay, at such time as determined by the employee and their supervisor.
 - 246.4.3. Where part-time employment is agreed, part-time employees will:
 - 246.4.3.1. work and be rostered on hours negotiated and agreed in writing between FRV the employee and (save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES) the UFU that, on average are less than 38 hours per week. These hours may be worked over a 5 day cycle Monday to Friday and may include evening or weekend work; and
 - 246.4.3.2. be paid for any additional hours worked at overtime rates, or
 - 246.4.3.3. work in accordance with clause 56 Rights under NES and where any reference to 42 hours in clause 56 shall be read as 38 hours.
- 246.5. For the avoidance of doubt, employees covered by clause 242.1, are able to access the part-time rostering arrangements in accordance with this clause and clause 56 Rights Under NES.
- 246.6. Protective equipment technicians shall normally be required to give 2 weeks' notice of their decision to utilise their annual leave.

247. BREAKS

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

- 247.2. Protective Equipment employees are entitled to paid morning and afternoon teabreaks of ten minutes each.
- 247.3. An employee who is disrupted from their meal break, and is required to perform work, shall be paid at double time rates for the duration of the unpaid meal break.

248. AMENITIES

- 248.1. When a Protective Equipment employee is required to work at a location where there are no facilities for the preparation and consumption of meals, the Employee shall be provided with a stainless-steel vacuum flask and supplies of tea, coffee, milk, sugar and water.
- 248.2. FRV will provide a portable fridge in all vehicles.

249. VARIATION HOURS OF WORK - TECHNICIANS

- 249.1. To allow the delivery of technical services off site, which may involve attendance at a brigade training night, the ordinary hours of work may be varied on up to nine occasions per year per employee. Such hours will be set between 1200 and 2200 hours. Five days' notice of need for change of hours shall be given to the employee.
- 249.2. Ordinary hours of work shall not exceed 8 hours per day including a paid meal break.

250. OVERTIME AND RECALL

- 250.1. All overtime shall be paid for at double time rates except as per clause 250.5 below.
- 250.2. An employee who is retained on duty at the conclusion of their normal work day for 60 minutes or more shall be paid a minimum of four hours at double time provided that if the work to be done is completed within four hours, the employee need not stay for the full four hours.
- 250.3. An employee recalled to work overtime shall be paid for a minimum of four hours' work at the rate of double time per hour. They shall not be required to work the full four hours if the job they were recalled to perform is completed within a shorter period.
- 250.4. Where a PE Technician is recalled to duty, he/she shall be reimbursed at the prescribed rate for Motor Vehicle Allowance in SCHEDULE 29 - Allowances, Personal Expenses and Accommodation for all kilometres travelled from the point of recall to return while using their own vehicle for the recall. An employee recalled to work overtime shall also be paid travelling time, at ordinary rates, except on Sundays and public holidays when time and one half apply.
- 250.5. All work performed on a public holiday will be paid for at the rate of double time and a half. To avoid doubt such payment is in addition to normal pay for the public holiday. All work performed on a Sunday will be paid for at the rate of double time.
- 250.6. At the election of the employee time off equivalent to the period of overtime worked may be taken in lieu.

251. ROSTERED SUPPORT TECHNICIAN

- 251.1. The Rostered PE Support Technician shall provide routine specialist technical services outside of the normal work hours, at the direction of the PE Duty Officer, in response to operational incidents requiring the replenishment of critical protective equipment capacity.
- 251.2. PE Technician Grades 3, 4 and 5, upon successful completion of the probation period, will participate in an equitable roster, and the period on the roster will be of one week duration and will change over at 1000 hours on each Wednesday unless changed by mutual agreement of all affected staff.
- 251.3. The Rostered PE Technician shall ensure they are able to return to their normal work location for work within 90 minutes of being requested via mobile phone or pager.
- 251.4. The Rostered PE Technician shall be paid an availability allowance equal to 8 hours pay extra at single rates for each week on call. When the on call period includes a designated public holiday an additional days' pay at single time rates shall be paid. The availability allowance will be consolidated as part of base salary.
- 251.5. An employee recalled to work whilst on call shall be paid for a minimum of four hours at double time for each time recalled. The employee will not be required to work the full four hours if the work that is the subject of the recall is completed within a shorter time.
- 251.6. Where the changeover between rosters occurs on a public holiday or other day off, and the employees attend work to exchange the on call phone, employees shall be paid the on call recall provision in sub-clause 251.5.

252. DEPARTMENT FUNCTIONAL RESPONSIBILITIES

The Protective Equipment Department is an expertise centre relating to the technical, design, research and development, performance standards and testing of personal protective equipment and protective clothing, including latest developments in this field of knowledge. FRV will continue to facilitate this objective through the provision of in-house and external specialist courses. In line with these principles, FRV will provide PE Techs with accredited training in the use of Oxy viva, Air viva and BA van equipment or as otherwise agreed.

PART F - CONDITIONS APPLYING TO PRACTICAL AREA DRILL DEPARTMENT

253. APPLICATION

- 253.1. This part of the **Workplace Determination** applies to Division 3 Employees:
- 253.1.1. employed in the Practical Area Drill Department, or
- 253.1.2. performing work that is or may be performed by an employee in a classification referred to in this part of the **Workplace Determination**.

254. WAGES AND CONDITIONS

254.1. Weekly Wage Rate:

Classification	Current Weekly Wage	[date]	[date]	[date]	[date]
PAD Operator -	1,999.60				
PAD Supervisor	2,260.74				

- 254.2. Classification descriptions for PAD staff are the agreed position description as at 20 February 2014. Such classification descriptions are incorporated as terms of this **Workplace Determination**. Employees shall not be required or sought to undertake any work outside of such position descriptions.
- 254.3. No employee will suffer a reduction in ordinary hours of work, paid leave, long service leave, personal leave, wages or any other entitlement as a result of the operation of this clause.
- 254.4. All future recruitment opportunities of PAD staff will be given to those holding the position of PAD Supervisor, PAD Operator or casual PAD Operator in the first instance.
- 254.5. All new PAD staff will be offered the opportunity to obtain qualification shortfalls in their first 12 months of employment.

255. HIGHER DUTIES

- 255.1. Where an employee is required to perform the duties of PAD Supervisor, they must be paid at the rate of the PAD Supervisor for the whole period of performing such duties.
- 255.2. A PAD Supervisor undertaking higher duties will be paid an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation for all time worked on such duties.

256. ALLOWANCES

256.1. Travel allowances and Travelling Time

- 256.1.1. Should an employee be required to travel to a location which is not the normal place of work the time spent travelling from his or her home to the place of work shall be paid for at the appropriate wage rate. Such

time shall be classified as overtime if it falls outside of the prescribed ordinary hours of work.

- 256.1.2. Should the employee elect to use private transport for such travelling then the mileage allowance prescribed in SCHEDULE 29 - Allowances, Personal Expenses and Accommodation shall apply.

256.2. Forklift Allowance

- 256.2.1. Employees who undertake duties requiring the operation of a forklift where required by FRV shall be paid an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation shall apply.

- 256.2.2. Employees shall also be reimbursed for their Licence to Perform High Risk Work fee (application fee and/or renewal fee).

256.3. BA Training

- 256.3.1. An employee assisting a professional instructor in BA training will receive an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation for all time worked on such duties.

256.4. PAD Safety Function

- 256.4.1. An employee performing a PAD safety function will receive an allowance in accordance with SCHEDULE 29 - Allowances, Personal Expenses and Accommodation for all time worked on such duties.

257. PAID MEAL BREAK

Employees are entitled to a paid meal break of one hour during each shift.

258. AMENITIES

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

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

259. HOURS OF WORK

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

- 259.1. Employees shall work hours in accordance with this clause.
- 259.2. Employees other than full time employees shall have access to all terms and conditions under this Workplace Determination on a pro rata basis and shall receive an insecure work allowance of 25% of their annual wage.

259.3. Save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES, FRV will not employ an employee on a part-time or casual basis, and no employee may hold a position on such a basis, unless in each case there is agreement between all parties (agreement is required for each employee).

259.4. Employees shall have their normal hours of work arranged in the following manner:

259.4.1. The ordinary hours of duty of each full time employee shall be an average of 38 hours per week worked over eight hours per day, five days Monday to Friday, between the hours of 0800 hours and 1645 hours. Employees shall take 2 additional paid days off in each 28 day cycle.

259.4.2. The paid days off shall be agreed between the employee and their supervisor. If in an emergency situation or on a day of Total Fire Ban an employee on their day off agrees to be recalled to work, the employee will postpone their nominated day off. As much notice as possible in the circumstances shall be given and the postponed day off shall be taken before the completion of the next 28 day cycle.

259.4.3. Where part-time employment is agreed, part-time employees will:

259.4.3.1. work and be rostered on hours negotiated and agreed in writing between FRV the employee and (save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights Under NES), the UFU that, on average are less than 38 hours per week. These hours may be worked over a 5 day cycle Monday to Friday and may include evening or weekend work; and

259.4.3.2. be paid for any additional hours worked at overtime rates, or

259.4.3.3. work in accordance with clause 56 Rights under NES, and where any reference to 42 hours in clause 56 shall be read as 38 hours.

259.5. For the avoidance of doubt, employees covered by clause 253.1, are able to access the part-time rostering arrangements in accordance with this clause and clause 56 Rights Under NES.

260. OVERTIME

260.1. All time worked Monday to Saturday in excess of the daily or weekly ordinary hours of duty will be paid for at the rate of double time.

260.2. All time performed on a public holiday will be paid for at the rate of double time and a half. To avoid doubt, such payment is in addition to normal pay for the public holiday.

260.3. All work performed on a Sunday will be paid for at the rate of double time.

260.4. At the election of the employee time off equivalent to the period of overtime worked may be taken in lieu of receiving overtime rates.

- 260.5. All overtime shall be paid a minimum of four hours at the appropriate overtime rate as outlined above, provided that if the work to be done is completed within four hours, the employee need not stay for the full four hours.

261. WORKING ALONE

FRV will ensure that no PAD staff works alone.

262. INCLEMENT WEATHER

- 262.1. The parties **acknowledge** the following conditions under which employees under this part shall not be required to work in:
- 262.1.1. inclement weather that is under 8 degrees Celsius and over 35 degrees Celsius.
- 262.2. Rest breaks will be provided above 30 degrees as follows:
- 262.2.1. - 15 minutes in each hour when the temperature is 30 degrees Celsius
- 262.2.2. - 30 minutes in each hour when the temperature is 32 degrees Celsius
- 262.2.3. - 45 minutes in each hour when the temperature is 35 degrees Celsius.
- 262.3. Regular monitoring of the environment shall commence when temperatures above 30 degrees Celsius are encountered. Such a monitoring shall be carried out via equipment at the drill site.
- 262.4. During Such weather, employees shall continue with other work indoors. During such weather where there is no work to be done employees shall continue to receive their wages.

263. TELEPHONE RENTAL REIMBURSEMENT

- 263.1. Costs associated with work related phone calls including local calls, facsimile transmissions and computer remote connections are to be met by direct billing to FRV via "phone card" facilities.
- 263.2. Where FRV determines it necessary for an employee to be contactable after hours, a mobile phone will be provided to that employee and paid for by FRV.

DIVISION 4 – CONDITIONS APPLYING TO FIRE SAFETY OFFICERS

264. APPLICATION OF DIVISION

- 264.1. Division 4 of this **Workplace Determination** applies to employees:
- 264.1.1. Employed as Fire Safety Officers and Fire Safety Coordinators and employed in the FRV Fire Safety Department.
- 264.1.2. Performing work that is or may be performed by an employee in a classification referred to in this part of the Division.

264.2. [Blank]

- 264.3. **T**he position of FSO will not be grandfathered and will remain open to applicants who are not professional career firefighters. For the avoidance of doubt, this clause

does not affect Fire Safety Inspectors and the position of Fire Safety Inspector will continue to be held by professional career firefighters only.

265. WAGE RATES

- 265.1. The provisions of this clause shall be interpreted and applied having regard to the detailed technical nature of the statutory function performed within the regulatory environment within which Fire Safety Officers and Fire Safety Co-ordinators discharge their duties.

265.2. FSO's shall be paid as follows:

[Explanatory Note: Table of wage rates to be inserted and provided through the intractable bargaining workplace determination process noting the Minister / FRV's position is that there should be 4 annual increases of 3% on 1 July each year]

- 265.3. The Parties **acknowledge** that Fire Safety Officer/Fire Safety Coordinator classifications shall not be deemed operational for the purposes of the ESDB Scheme.

266. CLASSIFICATION AND RANK APPOINTMENT AND PROGRESSION

- 266.1. The following are the definitions of all classifications relating to this Division including requirements for progression from classification to classification:

- 266.1.1. Level 1 Fire Safety Officer means an employee entering the fire safety environment with limited knowledge and experience in the Fire Safety Statutory Compliance environment.
- 266.1.2. Level 2 Fire Safety Officer means an employee who has completed 12 months employment as a Fire Safety Officer Level 1.
- 266.1.3. Level 3 Fire Safety Officer means an employee who has completed 12 months employment as a Fire Safety Officer Level 2.
- 266.1.4. Level 4 Fire Safety Officer means an employee who has completed 12 months employment as a Fire Safety Officer Level 3.
- 266.1.5. Level 5 Fire Safety Officer means an employee who has completed 12 months employment as a Fire Safety Officer Level 4.
- 266.1.6. Level 1 Fire Safety Coordinator means an employee entering the fire safety environment in the role of Fire Safety Coordinator.
- 266.1.7. Level 2 Fire Safety Coordinator means an employee who has completed 12 months employment as a Fire Safety Coordinator Level
- 266.1.8. Level 3 Fire Safety Coordinator means an employee who has completed 12 months employment as a Fire Safety Coordinator Level
- 266.1.9. Level 4 Fire Safety Coordinator means an employee who has completed 12 months employment as a Fire Safety Coordinator Level
- 266.1.10. Level 5 Fire Safety Coordinator means an employee who has completed 12 months employment as a Fire Safety Coordinator Level

- 266.2. Progression through the above pay points is subject to the following:

- 266.2.1. Meeting performance objectives as determined in a performance planning and review process agreed between the employee and their immediate manager
- 266.2.2. The acquisition and utilisation of new or enhanced skills if such are agreed in a performance planning and review process
- 266.2.3. A performance rating assessed as "Satisfactory" or better where a performance planning and review process is in place
- 266.2.4. The eligible Employee's participations in a performance review process when/if initiated by FRV

It is the responsibility of FRV to initiate each performance planning and review process. If in any 12-month period FRV does not initiate a performance review process for an employee covered by this Division, the employee shall automatically progress to the next pay point. The Performance Planning and Review Process is a matter pertaining to the employment relationship and, as such, can be subject to clause 24 – Dispute Resolution.

- 266.3. Level 5 Fire Safety Officers and Fire Safety Coordinators will receive a 2 percent classification lump sum payment at the completion of 12 months employment and at every subsequent 12 month employment at that classification.
- 266.4. FRV will provide access at FRV's expense for employees to undertake and complete units and assessments required to progress through the classifications and pay points from FSO Level 1 to FSC L3 in accordance with the minimum timeframes as contained within clause 266.1. In addition, FRV will provide access at FRV's expense for employees to undertake and complete units and assessments where employees are promoted or appointed to any classification or paypoint under this **Workplace Determination**.
- 266.5. All Employees are to be provided with the opportunity to attend professional development and training courses related to their job role and FRV commits to providing each staff member with a minimum of 2 opportunities annually which will form part of annual career development plan.
- 266.6. Relief of FSC positions will be filled only by FSOs.
- 266.7. All future recruitment opportunities for the position of Fire Safety Coordinator will be given to those holding the position of Fire Safety Officer in the first instance.

267. ALLOWANCES

- 267.1. FSO and FSC Qualification Allowance
 - 267.1.1. On successful completion of all of courses as **implemented** via Clause 18 - Consultation, an Employee to whom this Division applies will be paid a 2 per cent Fire Safety Qualification Allowance that is payable for all purposes including superannuation.
- 267.2. FRV will provide financial reimbursement for FSO's or FSC's that are required to maintain professional registration or associations.
- 267.3. A holder of IFE or equivalent Graduate/Technician Certificate or a Certificate of Fire Technology or equivalent shall receive an allowance of **[\$[to be inserted]]** per week.

- 267.4. A holder of IFE or equivalent Graduate/Technician Certificate and Certificate of Fire Technology or equivalent shall receive an allowance of \$[to be inserted] per week.
- 267.5. A holder of IFE or equivalent Membership and Graduate/Technician Certificate or equivalent shall receive an allowance of \$[to be inserted] per week.
- 267.6. A holder of Certificate IV in Workplace Training and Assessment shall receive an allowance of \$[to be inserted] per week.
- 267.7. Accommodation and personal expenses

An Employee who necessarily incurs accommodation, meals and incidental expenses in performing their duties will be entitled to reimbursement as prescribed in SCHEDULE 42 -, subject to the following terms:

267.7.1. From July 2023 payment of expenses associated with overnight stays will be by way of reimbursement upon production of receipt/s by an Employee. Before July 2023 FRV will create an appropriate process to ensure out of pocket expense for accommodation only occurs in exceptional circumstances. For example, purchase orders and/or preferred supplier arrangements. Where meals are taken outside an accommodation provider's premises employees will be reimbursed by production of receipts. To allow for the implementation of faster process for processing claims this process will be introduced in July 2023, for the financial year 23/24.

267.7.2. Incidental expenses will continue to be paid as an allowance, with no requirement for receipts.

268. FRV GYM FACILITIES

- 268.1. FSOs may access existing FRV gym facilities where practical.

269. REIMBURSEMENTS

- 269.1. Telephone Rental Reimbursement.

269.1.1. Where an employee is not provided with a mobile phone and internet access by FRV, and the employee is required to use their home telephone and/or internet service for work purposes, the employee will be reimbursed for the cost of telephone line rental and internet access to their residence. Costs associated with work related phone calls, including local phone calls, STD phone calls, facsimile transmissions and computer remote access connections will be reimbursed by FRV. Where an employee has telephone rental/internet access as part of a bundle package or VOIP system the total amount will be paid.

270. HOURS OF WORK

- 270.1. Employees shall work hours in accordance with this clause.
- 270.2. Employees other than full time employees shall have access to all terms and conditions under this Workplace Determination on a pro rata basis and shall receive an insecure work allowance of 25% of their annual wage.

270.3. Save as in relation to an application made under s 65 of the Act and in respect of clause 56 Rights under NES, FRV will not employ an employee on a part-time or casual basis, and no employee may hold a position on such a basis, unless in each case there is agreement between all parties (agreement is required for each employee).

270.4. Employees shall have their normal hours of work arranged in the following manner:

270.4.1. Full-time employees shall work an average of 38 hours per week worked over five days Monday to Friday between the hours of 0800 hours and 1800 with actual hours as agreed between the employee and their supervisor; and

270.4.2. On the basis of a 28 day work cycle under which an employee is entitled to two days off work in each work cycle without loss of pay, at such time as determined by the employee and their supervisor.

270.4.3. An employee is entitled to be paid for any additional hours worked at overtime rates.

270.4.4. Where part-time employment is agreed, part-time employees will:

270.4.4.1. work and be rostered on hours negotiated and agreed in writing between FRV and the employee and (save as in relation to an application made under s. 65 of the Act and in respect of clause 56 Rights under NES) the UFU that, on average are less than 38 hours per week. These hours may be worked over a 5 day cycle Monday to Friday and may include evening or weekend work; and

270.4.4.2. be paid for any additional hours worked at overtime rates; or

270.4.4.3. work in accordance with clause 56 Rights under NES and where any reference to 42 hours in clause 56 shall be read as 38 hours.

270.5. For the avoidance of doubt, employees covered by this Division are able to access the part-time rostering arrangements in accordance with this clause and clause 56 - Rights under NES.

271. OVERTIME RATES

271.1. Unless specified elsewhere, overtime rates for this part of the Workplace Determination are at least:

271.1.1. Time and one-half (1.5) for the first three hours and double time (2) thereafter, for all overtime worked Monday to Saturday.

271.1.2. All time performed on a public holiday will be paid for at the rate of double time and a half. To avoid doubt, such payment is in addition to normal pay for the public holiday.

271.1.3. All work performed on a Sunday will be paid for at the rate of double time.

- 271.1.4. At the election of the employee time off equivalent to the period of overtime worked may be taken in lieu of receiving overtime rates.

272. TIME IN LIEU PROVISIONS

- 272.1. In the event of overtime worked in response to the authorised activation of a call out requiring either immediate response and/or attendance at a workplace, an employee will be entitled to a minimum payment of three hours at the applicable rate).
- 272.2. Accrual of time in lieu is to be managed by the Employee and the Employee's line manager to ensure that accrued time is taken, where possible and practicable, within 28 days of accrual and is not to accrue past 38 hours in a 28 day period.
- 272.3. In the event that the limit of 38 hours accrued time-in-lieu is exceeded, the time in excess of 38 hours will be paid out at the applicable overtime rate provided under clause 271 unless otherwise agreed between FRV and the Employee.
- 272.4. Time in Lieu accrues equivalent to the overtime rate that would have applied paid for the additional hours worked.

273. BREAKS

- 273.1. Employees are entitled to an unpaid 30 minute meal break to be taken between the hours of 1200 and 1400 hours.
- 273.2. Employees are entitled to paid morning and afternoon tea breaks of ten minutes each.
- 273.3. An employee who is disrupted from their meal break, and is required to perform work, shall be paid at double time rates for the duration of the unpaid meal break.

274. ANNUAL LEAVE

- 274.1. An Employee shall be entitled to 5 weeks Recreation/Annual leave per annum which shall accrue.
- 274.2. Such leave shall be exclusive of the public holidays and any period of other leave (other than where the employee elects otherwise in relation to unpaid parental leave or other unpaid leave).
- 274.3. The rate payable to employees shall be as prescribed by clause 265 and, where applicable, clause 267.
- 274.4. Where an employee who has become entitled to annual leave resigns or has their services terminated, they shall be entitled to be paid the rate specified in sub-clause 274.3 for any portion of such leave not taken at the date of their resignation or termination.
- 274.5. Where an employee leaves their employment before the completion of any such period of twelve months they shall be entitled to pro rata payment in lieu of annual leave for such broken period of service calculated on the rate specified in sub-clause 274.3 received by them during such period.
- 274.6. During any annual leave, employees will be paid an additional annual leave loading of 17.5% of the rate specified in this clause. The annual leave loading prescribed above shall apply to proportionate leave on lawful termination of employment.

- 274.7. Any period of annual leave shall be accrued progressively on a cumulative basis.
- 274.8. An Employee is entitled to request Annual Leave at half the rate of pay that they would ordinarily be entitled to. Agreement to such request is at the discretion of the Fire Rescue Commissioner or their delegate.
- 274.9. Requests for annual leave at half the rate of pay will be treated in an equitable and consistent manner and consent will not be unreasonably withheld.
- 274.10. When an Employee is granted annual leave at half the rate of pay that they would ordinarily be entitled to, the following clauses shall apply:
- 274.10.1. If the employee elects to take only that period at half pay, only reduce the employee's annual leave entitlements by half of what it would be reduced by had they taken their annual leave at full pay; or
- 274.10.2. If the employee elects to take twice the period of leave at half pay, reduce the employee's annual leave entitlement by the amount it would have reduced had they taken their ordinary entitlement for the ordinary leave period.

275. HIGHER DUTIES

- 275.1. An FSO employee required to perform the duties of a FSC will be paid higher duties at the rate applicable to a Level 1 FSC for the whole period of performing such duties.
- 275.2. An FSO that performs this duty will remain to receive & be paid their 2% FSO qualification allowance for the higher duties period.

276. VEHICLES

- 276.1. FRV and UFU will consult in accordance with Clause 18 – Consultation about sufficient access to pool vehicles for FSOs.

277. SPECIFIC UNIFORM AND EQUIPMENT

- 277.1. FRV shall supply each Employee and be responsible for the cost of replacing, repairing and / or cleaning the articles of clothing, tools and / or equipment that must be worn and / or used by the employee.
- 277.2. FRV shall reimburse each Employee for the cost of the purchasing, replacing, repairing and / or cleaning the articles of clothing and / or equipment that the UFU and FRV agree must be worn and / or used by the employee. This provision does not apply where such clothing and equipment is provided, replaced, repaired and / or cleaned or paid for by FRV.
- 277.3. The replacement, repairs and / or cleaning of the articles of clothing and equipment will occur when reasonably required by each Employee and / or when the uniform or equipment becomes so soiled or damaged that it requires cleaning, repair or replacement and / or when uniform or equipment can no longer meet certification to an agreed standard.
- 277.4. The parties acknowledge that the occupation of FSO and FSC is a hazardous and dangerous occupation where Employees can be deployed into known and unknown hazardous situations to perform their role.

277.5. In this context, the parties have prioritised the health and safety of the Employee covered by this Division through the following clause.

277.6. FRV and UFU must agree on all aspects of the:

277.6.1. articles of clothing;

277.6.2. equipment, including personal protective equipment;

277.6.3. technology; and

277.6.4. station wear.

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

277.7. FRV will provide all Employees with station wear and uniform as implemented under Clause 18 - Consultation.

277.8. Name tags are to include the name of the employee and either "Fire Safety Officer" or "Fire Safety Coordinator" as applicable. Epaulettes are to state "Fire Safety Officer" or "Fire Safety Coordinator" as applicable.

277.9. FSO's who are appointed to act in filling the role of a Fire Safety Coordinator are to be provided with name tags & epaulettes of Fire Safety Coordinator prior to filling this role & these must be worn during any period of being appointed to Fire Safety Coordinator role.

277.10. FRV will provide Employees with wildfire PPC. The agreed list of Wildfire PPC is as follows;

Item	Specification	Allocation
Gloves		2 pairs
GP Boots		1 pair
Wildfire Coat		1
Helmets		1
Goggles		1

277.11. FRV will provide all Employees with the appropriate tools and equipment for the role to be undertaken in an efficient and safe manner and are to meet the minimum O.H.& S. requirements & Australian Standards for safety & compliance. The agreed list of equipment to be provided to all Employees is as follows:

Gear Bag	Budge Key	Compass
Hard Hat with FRV branding	Telescopic magnetic tool	Combination Spanner
Earmuffs	Sunglasses	Water bottle

Torch	P2 Masks	Mobile Phone
Gloves	Sunscreen	Laptop Computer
Measuring Tape	FRV Identification Card & Badge Wallet	Dual PC Monitors (min 24")
Lockwood 003 Key	Rangefinder	Docking Station
Raincoat (Hi Vis) with FRV branding	GPS capability in vehicles	Blubeam Revu (Software)
Orange cotton Hi Vis Vest with FRV branding	Google Earth Pro Software	
Cold weather PPC	Snake protection PPC	

277.12. Changes to Station wear, uniform and PPC&E will be implemented via clause 18 - Consultation of this Workplace Determination.

277.13. FRV agree to conduct an audit of the adequacy and timeliness of its provision and distribution of uniforms, station wear and PPC to Employees. The outcome of the audit to be reported to and considered through clause 18 - Consultation.

277.14. Further to the above, FRV will provide any Employee who so requires them prescription eye protection/safety glasses as well as access to eye tests as part of the agreed health screening program.

278. USUAL PLACE OF WORK

278.1. The usual place (or places) of work for Employees covered by this Workplace Determination will be provided in writing to the Employee by the Employee's line manager and is defined as:

278.2. The worksite where the Employee is primarily based, being the location to which the Employee routinely reports and at which the Employee is provided with dedicated FRV facilities and equipment to conduct their business; or

278.3. The worksite where the Employee spends the majority of their time, as agreed with their line manager.

278.4. When considering the most appropriate definition under clause 278, priority should be given to the primary worksite option provided by clause 278.2 unless the time spent at another worksite is significantly greater than the time spent at the worksite where the Employee is primarily based.

278.5. Where the Employee works over a range of worksites:

278.5.1. The addition and/or removal of worksites from the Employee's area of responsibility will not result in a change to the Usual Place of Work; and

278.5.2. The impacts and work practices of such a change, and the Employee's response with regard to this, have been discussed and agreed with the Employee's line manager.

278.6. For the avoidance of doubt, the Usual Place of Work for Employees previously with CFA, will be the accepted place of work prior to commencement of this Workplace Determination unless otherwise implemented in accordance with Clause 18 – Consultation and without having to seek an application process to be approved by other levels of FRV management.

278.7. All Employees under this Division are entitled to make a request under s 65 of the Fair Work Act and to have that request considered in accordance with that section and clause 56 – Rights Under NES.

279. PERMANENT RELOCATION OF USUAL PLACE OF WORK

279.1. Where FRV requires an Employee to change their usual place of work, the Employee will be advised at the earliest opportunity but will be given no less than two weeks' notice of a requirement to change their usual place of work.

279.2. Subject to the following clauses, an Employee who is required by FRV to travel to a new work location on a permanent basis, due to relocation of the Employee's usual place of work, redeployment or organisational restructure, and where the Employee is required to travel additional time or distance as a result, the Employee will be paid a once only allowance, as provided by this clause, in compensation for all disturbance factors arising from transfer or redeployment not otherwise provided for in this Workplace Determination.

279.3. The allowance will not be paid where:

279.3.1. The additional distance travelled by the most direct route between the Employee's place of residence and the Employee's new workplace is 20 kilometres or less each way per day; or

279.3.2. The employee has applied for and been successful in obtaining a new role that results in a change of workplace.

279.4. A once only allowance in accordance with clause 279.2 for the first 30 minutes of additional travel time in each direction per day or an additional 30 kilometres by the most direct route between the Employee's place of residence and the Employee's new workplace in each direction per day distance; and

279.5. A further equivalent allowance in accordance with clause 279.2 for each additional 30 minutes or 30 kilometres by the most direct route between place of residence and new workplace per day each way per day.

280. TEMPORARY LONG TERM RELOCATION OF USUAL PLACE OF WORK

280.1. Where FRV requires an Employee to change their usual place of work for a period of 3 months or more the Employee is entitled to apply for the allowance detailed at clause 279.2.

281. INCIDENT MANAGEMENT REPORT

281.1. Incident Management Support

281.1.1. Emergency service agencies routinely work together in responding to and resolving incidents. The parties acknowledge the active participation of many employees covered by this Division in the provision of support (**Incident Management Support**). This participation provides valuable

support to FRV's ability to respond to an increasing variety of operational events.

281.1.2. It is agreed that:

281.1.2.1. The involvement of employees covered by this Division in Incident Management Support is not to be in substitution for the continued participation of Staff covered by Divisions 2 and 3 of this **Workplace Determination** (professional career firefighters).

281.1.2.2. For the avoidance of doubt, Incident Management Support roles performed by employees covered by this Division will be support roles only. Roles which are currently, or which can be, performed by operational firefighters will continue to be performed by operational firefighters. Employees covered under this Division will only provide support to operational firefighters in those roles. Nothing in this clause is intended to provide for employees covered by this Division to perform roles or fill positions that are currently performed or held by operational firefighters.

281.1.2.3. Employees covered under this Division will not perform:

- (i) the roles of Incident Controller or Deputy Incident Controller as identified in the AIIMS manual;
- (ii) the roles of Operations Officer or Deputy Operations Officer as identified in the AIIMS manual or any other role or position within the Operations function as identified by the AIIMS manual;
- (iii) The role of Safety Officer as identified in the AIIMS manual;
- (iv) The roles of Intelligence Officer or Deputy Intelligence Officer as identified in the AIIMS manual or the roles or positions of Modelling & Predictions and Technical Advice (save for where Technical Advice role is related to the employee's substantive role) as identified by the AIIMS manual;
- (v) The roles of Investigation Officer or Deputy Investigation Officer or any other role or position within the Investigation function as defined by the AIIMS manual; or
- (vi) The roles of Planning Officer and Deputy Planning Officer as identified in the AIIMS manual or the role of Plans within the Planning Function as identified by the AIIMS manual. For the avoidance of doubt, reference to role of Plans in this paragraph relates to the planning of incident response and not to Communications Planning or other roles under the Planning function as identified in the AIIMS manual.

- 281.1.3. The level of time commitment an Employee undertakes to provide Incident Management Support is to be mutually agreed between the Employee and FRV. This includes both home and away deployments.
- 281.1.4. For clarification, these provisions will apply when an Employee is performing, or is rostered or required to be available to perform, emergency related work as distinct from their ordinary duties and as directed by the designated Duty Officer.
- 281.1.5. The Incident Management Support provisions of this clause cease to apply when, as determined by the Employer, Incident Management Support work becomes of a routine nature and is integrated with normal daily operations.

281.2. Definitions

- 281.2.1. "AIIMS manual" means the Australasian Inter-Service Incident Management System as recorded in the Australasian Fire and Emergency Service Authorities Council, titled "The Australasian Inter- Service Incident Management System" dated 2017.
- 281.2.2. "Roster" means a defined timetable that shows the days and times an Employee is required to work or be available to perform Incident Management Support roles.

281.3. Ordinary Hours of Work

Time spent in the performance of Incident Management Support roles will be treated in accord with the definition of ordinary hours of work shown at clause 24.

281.4. Availability Allowance

- 281.4.1. An Employee, other than a Casual Employee, who agrees to be placed on an Availability Roster so that they are available for Incident Management Support shall receive an availability allowance of 5 per cent of their substantive weekly rate of pay to be counted for all purposes during the period of payment.
- 281.4.2. To be eligible for payment, employees on the Availability Roster are required to be available to undertake Incident Management Support duties during the period/s for which the employee is rostered to be available.
- 281.4.3. Employees shall receive the availability allowance for the duration of the entire roster.

281.5. Standby Allowance

- 281.5.1. An Employee who is not on an availability roster pursuant to clause 281.4 of this Division and who is required to remain available for an immediate recall to work will be entitled to a standby allowance payment of \$[to be inserted] for each hour they are on standby.
- 281.5.2. Standby is to be treated as the exception and is intended for employees who are not part of an Availability Roster.
- 281.5.3. An employee on standby will be available at either his/her home or at such other place as is mutually agreed with the Employer, with the exception of the normal work location. Standby is not payable whilst an employee is

performing their usual duties. If an employee is required to be placed on standby at their normal work location, and at the conclusion of their ordinary hours of work, then overtime rates will be paid.

281.5.4. An employee who receives the availability allowance under clause 281.4 of the Division is not eligible to receive the standby allowance and vice versa. Employees who are part of the Availability Roster but are not rostered to be available at a specific time may also be placed on standby due to exceptional operational requirements. As employees cannot receive both allowances, the standby allowance is substituted for the 5 per cent allowance on an hour for hour basis.

281.5.5. Where an employee is required to remain available during normal working hours this allowance is not payable.

281.6. Role Classification

281.6.1. Subject to sub-clauses 281.1.1 and 281.1.2, Employees can perform any Incident Management Support role identified in the AIIMS manual subject to the possession of competencies, endorsements and/ or accreditation for that role.

281.6.2. Employees will work to the role statement for the role as determined by FRV.

281.6.3. Employees will be paid according to the classification level under this Division determined for the role or the classification level for the employee's substantive role, whichever is the greater when an employee is either:

281.6.3.1. Positioned to undertake and perform a particular Incident Management Support role (including readiness arrangements in accord with the appropriate Joint Standard Operating Procedure) or

281.6.3.2. Participating in training and development of others associated with an Incident Management Support role.

281.6.4. The classification attached to an Incident Management Support role, new or existing, will be determined by FRV, by reference to the AIIMS manual.

281.7. Qualification and Responsibility Allowance

281.7.1. Employees who continue to maintain an acquired level of skill, recognised by FRV, will receive the fixed sum allowance as detailed in clause 281.8.1. This allowance also reflects the level of responsibility attached to the Incident Management Support role and is payable for all purposes.

281.7.2. Payment of the allowance to each employee shall be reviewed by the 30th September of each year. The allowance will cease to be payable where an employee has:

281.7.2.1. Not maintained their skill or currency for a particular role, by not participating in skills maintenance, pre-season briefings or functional updates; or

281.7.2.2. No longer holds a current endorsement or accreditation;
or

281.7.2.3. Not complied with the requirements of the role; or

281.7.2.4. Is no longer placed on an Incident Management Support roster or registered to perform Incident Management Support roles on an ad-hoc basis to a particular role; or

281.7.2.5. Declined to undertake the role for which they are qualified when directed; or

281.7.2.6. Failed to meet the eligibility criteria.

281.7.3. An employee will receive the level of allowance commensurate with the highest classification they are eligible to undertake but will not receive multiple allowances.

281.7.4. Clause 281.8.1 outlines the allowance level and the associated eligibility requirements. Additional roles may be included annually at the discretion of the Fire Rescue Commissioner or his or her delegate.

281.7.5. FRV will provide opportunities for all Employees to undertake Incident Management Support training courses to maintain and extend effective statewide capability. Any such identified opportunities are to be included in the Personal Development Plan section of the Employee's Performance Plan.

281.8. Role Classification and Allowance Payments

281.8.1. The following table sets out the role classification and allowance payments as described in clause 281.7.

For the purposes of this clause, the following definitions apply:

Functional Unit Leader – A position that reports to the Incident Controller that has the responsibility of a complete function with one or more unit leaders reporting to it.

Unit Leader – A position that reports directly to the Incident Controller or a Functional Unit Leader with responsibility for a single unit. Unit leaders may operate autonomously or have one or more unit members reporting to it.

Unit Member – A position that reports to a Unit Leader undertaking responsibilities of a discrete role. Unit Members do not have members reporting to them.

Band	Role Classification	Qualification
Band 3	Paypoint 6.1 / substantive rate	\$4681. P.A.
Band 2	Paypoint 4.1 / substantive rate	\$3278. P.A.
Band 1	Paypoint 2.1 / substantive rate	\$2215. P.A.

Band 3

Functional Unit Leader

Public Information Officer; Logistics Officer as identified in the AIIMS manual. Where established as part of the AIIMS structure as a section in their own right reporting to an Incident Controller: Finance Officer as identified in the AIIMS manual.

Band 2

Unit Leader

Resources; Situation and analysis; Mapping; Communications Planning; Interstate International Liaison Unit; Management Support; Information and Warnings; Media; Community Liaison; Supply; Communications Support; Facilities; Ground Support; Financial Monitoring; Medical Services; Catering; Technical Advice (where related to the employee's substantive role), Accounts, Compensation and Insurance, Base Camp technical unit leaders, including Regional Executive Officer.

Band 1

Unit Member

All Unit Members and management support positions or other roles that may be required that are not specified within the Australasian Inter-Service Incident Management System structure to meet an incident needs.

281.9. Hours of Work

- 281.9.1. The span of hours for Incident Management Support is 0700 – 1900 hours Monday to Friday.
- 281.9.2. As far as is possible an Employee will not work for more than 14 consecutive hours in any day (unpaid breaks are not included for the purposes of calculating the 14 consecutive hours). For the purposes of this sub-clause, duty performed prior to commencing an Incident Management Support role will form part of an employee's aggregate hours of work.
- 281.9.3. Although it is recognised that in the first 24 hours of an incident, it may not be possible to meet all of the above parameters, deviation must only be considered in extreme circumstances.
- 281.9.4. In all circumstances a minimum of 10 hours rest break shall apply between finishing on one day and recommencing duty the following day. The break between shifts has been specified to address health and safety hazards associated with working extended hours; they are not discretionary.
- 281.9.5. In any 21-day period, no Employee shall be rostered to be available for more than 14 days.

281.10. Overtime

- 281.10.1. Clause 271 – Overtime shall apply to the performance of Incident Management Support roles by employees covered by this Division.

281.11. Breaks

- 281.11.1. Employees are entitled to a paid meal break.
- 281.11.2. Subject to operational requirements meal breaks will be taken at regular times no later than five hours after commencing duty.
- 281.11.3. Where appropriate and at mutually agreed times an employee is entitled to a ten-minute break for every two hours worked.

281.12. Rest Period

- 281.12.1. For any shift up to 14 hours in length an Employee will receive a minimum rest period of at least 10 continuous hours between successive work periods.
- 281.12.2. Despite clause 281.12.1, in critical emergency circumstances an Employee must not commence a new work period without having had 8 continuous hours off duty unless directed by the Employer.
- 281.12.3. If an Employee is directed by the Employer and a rest period has been of fewer than 8 continuous hours in duration before the next work period has commenced, the Employee will be paid at the rate of double time for the whole of that successive work period, until he/she is released from duty at the conclusion of that work period.
- 281.12.4. For any shift between 16 and 24 hours in length a minimum rest period of 12 continuous hours is required between successive work periods.
- 281.12.5. For any shift exceeding 24 hours in length a minimum rest period of 22 continuous hours is required between successive work periods. The following shift cannot commence before 0700 hours the next day. This is to allow one full night of sleep.
- 281.12.6. Where the emergency arrangements require an Employee to have a rest period which exceeds 16 hours, the Employee will not be penalised and will be paid for a minimum of 38 ordinary hours for each Monday to Friday work period, even where the Employee, because of these requirements, has been scheduled to work less than 38 ordinary hours in any Monday to Friday work period.
- 281.12.7. Emergency arrangements will be, as far as possible, organised such that rest breaks greater than 16 hours between shifts do not occur more than once in any Monday to Friday period.

281.13. Travelling Time

All time spent by an Employee in proceeding to and from a bushfire or other emergency at the direction of the Employer will be regarded as time worked. Payment will commence from, and cease at, the Employee's normal work location.

281.14. Resumption of normal duties

- 281.14.1. An Employee must not commence normal duty without having had 10 continuous hours off duty unless directed by the Employer.
- 281.14.2. Each Employee who has been engaged on Incident Management Support duties will be entitled upon the cessation of such work, and prior to the resumption of normal duties, to a clear break of 10 hours without loss of pay for recognised working time occurring during such break.
- 281.14.3. Provided that an Employee who has been accommodated for at least 3 nights will be entitled to a clear break of 12 hours.
- 281.14.4. Provided further that this provision will not apply with respect to any Incident Management Support duties commenced and completed between the hours of 7.00 a.m. and 7.00 p.m. on the same day.

- 281.14.5. Prior to returning to normal duties after working for 1 or more consecutive nights, a minimum rest period of 1 full day is required.
- 281.15. Rest periods for 'away' deployments between Incident Management Support duties
- 281.15.1. A rest period of 2 full days (a minimum of 48 hours) is required between deployments comprising 7 consecutive days (including travel time) or 4 consecutive nights (plus 2 days travel time).
- 281.15.2. Prior to returning to normal duties, where there has been a combination of normal duties and fire duties of: 7 consecutive days or more, but less than 10 days – a rest period of 1 full day (24 hours) is required as a minimum; or 10 consecutive days or more – a rest period of 2 full days (48 hours) is required as a minimum.
- 281.15.3. Where these days fall on a Saturday or a Sunday no additional payment will be made, nor will additional time off be provided.
- 281.15.4. Where these days fall on a Monday to Friday inclusive (excluding Public Holidays), the Employee will receive payment for these days.
- 281.15.5. Where these days fall on a Public Holiday, the Employee will not receive additional time off but will receive a normal day's pay for the Public Holiday.
- 281.15.6. Where an Employee travels for 2 hours or less from the incident management location to their normal work location at the conclusion of a tour of duty, the day of travel will be considered a day's break in accordance with clause 281.15.2 above.
- 281.16. Arrangements for the reimbursement of allowances will apply during emergency related work.

**IN THE FAIR WORK COMMISSION
AT MELBOURNE**

Matter: Intractable bargaining application (B2023/771)

Applicant: United Firefighters Union of Australia (**UFU**)

Respondent: Fire Rescue Victoria (**FRV**)

**MINISTER'S AMENDED SUMMARY POSITION DOCUMENT IN RELATION TO THE
CONTESTED MATTERS**

Introduction

1. The Minister for Emergency Services, Vicki Ward (**Minister**), as intervenor, is committed to supporting a fair and balanced outcome in the intractable bargaining workplace determination (**IBWD**) proceeding. The Minister's overarching goal is to assist the Commission in reaching a determination that ensures a fair outcome for Fire Rescue Victoria (**FRV**) and operational firefighters employed by FRV, while also balancing the need for FRV to maintain its financial sustainability and meet the broader interests of the State and the Victorian community.
2. The Minister's position reflects the importance of protecting the health, safety, and wellbeing of all FRV employees, fostering a positive workplace culture, and ensuring that FRV remains equipped to meet current and future service delivery needs of the Victorian community. At the same time, the Minister is mindful of the need to ensure that FRV operates within its financial means and in a manner consistent with the Victorian Government Wages Policy.¹
3. Pursuant to Order 3 of the amended directions of the Full Bench dated 30 May 2025 (**Directions**), FRV and the Minister have filed a joint draft intractable bargaining workplace determination (**Draft Joint IBWD**).
4. This summary position document is made pursuant to Order 3 of the Directions and provides:
 - (a) A brief description of the Minister's approach;
 - (b) An overview of:
 - (i) the position of the Minister and FRV in respect of the substantive contested matters that the Minister submits are the subject of substantive evidence and/or submissions (**Contested Matters**); and
 - (ii) clauses that are proposed by the Minister and FRV in respect of the Contested Matters as contained in the Draft Joint IBWD (including where those clauses differ from the V14 document that the UFU has stated reflects its position as to the content that should be included in the draft determination).

¹ Wages Policy and the Enterprise Bargaining Framework, For Victorian Government Departments and Agencies (released 4 April 2023). In this document a reference to "Wages Policy" is a reference to this 2023 document.

Minister's approach

5. Without limiting the submissions that the Minister will make which are due to be filed by 14 July 2025 the Minister provides the following indication of her overall approach and the context for the issues that have been identified as matters that the Commission will need to substantively consider and determine.
6. As noted above the Minister's overarching goal is to assist the Commission in reaching a fair outcome for FRV and operational firefighters employed by FRV that is consistent with the Victorian Government Wages Policy² and protects substantive terms and conditions of employment whilst also supporting FRV's operations more generally. The Minister continues to advocate that the health, safety and wellbeing of all FRV employees should be at the centre of any IBWD.
7. The Minister's position reflects and has taken into account that:
 - (a) it is of critical importance to the Minister that the IBWD underpins workforce safety and wellbeing, positive workplace culture and long term organisational stability while ensuring the workforce continues to be equipped with the skills and experience it requires to meet the current and future service delivery needs of the Victorian community.;
 - (b) the Minister is not seeking any reduction in the number of firefighters employed by FRV or seeking to remove or alter the existing instruments that set out minimum staffing, including minimum crewing so as to be less favourable than those provided under the *Fire Rescue Victoria Operational Employees Interim Enterprise Agreement 2020 (Interim Agreement)*, whilst noting that ultimately the content of the final IBWD will need to be determined by the Commission;
 - (c) the Victorian community must continue to receive timely and appropriate fire and rescue services. This can only be achieved in an environment where Victoria has a financially sustainable fire and rescue service that maximises outcomes for the community it serves and which can be achieved through a determination consistent with the Wages Policy;
 - (d) the financial sustainability of FRV could be seriously compromised through unfunded commitments being included in the IBWD, including mandating minimum increases to the number of firefighters and clauses that would prevent FRV from delivering services within its annual grant appropriation. Decisions relating to increasing FRV's workforce, and funding available to replace and renew assets are a matter for government and should be progressed through considering service delivery requirements at a whole of emergency services sector level;
 - (e) as a consequence of the UFU obtaining an intractable bargaining declaration, there are various consequential impacts on the content of the IBWD that arise from the operation of the *Fair Work Act 2009 (Cth) (FW Act)* and any limitations on the Commission's powers in making the IBWD;
 - (f) to assist the Commission, it has therefore been necessary for the Minister to identify those matters that are the subject of required consequential amendments. The alternative IBWD presented by the Minister, which

² Wages Policy and the Enterprise Bargaining Framework, For Victorian Government Departments and Agencies (released 4 April 2023). In this document a reference to "Wages Policy" is a reference to this 2023 document.

reflects a coordinated position agreed with FRV, includes comments on the consequential amendments including the mandatory terms required to be included in section 273 of the FW Act and limitations on the Commission's powers; and

- (g) those matters impacted upon by the terms dealing with dispute resolution and the terms dealing with consultation. It remains a fundamental principle to government that consultation between FRV, its workforce and UFU as their industrial representative is longstanding and should be a constructive feature of the workplace moving forward.

8. The table below therefore provides an overview of:

- (a) matters where the UFU has sought proposed substantive increases from the existing Interim Agreement, that are not supported by the Minister/FRV;
- (b) matters that arise from the legislative provisions that govern and limit the making of the IBWD;
- (c) provisions that are required to be included as mandatory provisions under section 273 of the **FW Act** because those provisions are not agreed terms, and the consequential provisions impacted by those requirements; and
- (d) identifying for the Commission matters that the Commission will need to consider in relation to any limitations on its powers to include certain provisions.

9. The Minister and FRV will expand on these matters in the written submissions and materials to be filed on 14 July 2025.

Contested Matters

- 10. There are no 'agreed terms' within the meaning of section 270(2) of the **FW Act**. This is consistent with the Commission's previous position in its decision of 5 February 2024³ that there were not agreed terms at any of the reference points in time now required to be considered by the Commission (including as at the date of the application for the intractable bargaining declaration)⁴.
- 11. In circumstances where there are no agreed terms, each of the terms of the proposed operational enterprise agreement are 'matters at issue' within the meaning of section 270(3) of the FW Act.
- 12. Although each of the terms of the proposed operational enterprise agreement are 'matters at issue' and, as such, are subject to the assessment required by section 275 of the FW Act, to assist the Commission and aid the efficient conduct of the arbitration to make an IBWD, the Minister has identified the Contested Matters in the table below.
- 13. The Contested Matters set out in the table below update the matters raised by the Minister in the Minister's Amended Position Document filed on 19 December 2023. One key difference is that the Minister /FRV are not seeking removal of the Infrastructure Agreement clauses and schedule and that issue is not raised as a Contested Matter.

³ *United Firefighters' Union of Australia v Fire Rescue Victoria* [2024] FWCFB 43.

⁴ At [169]-[170], and [176].

No.	Contested Matters	Impacted clauses / schedules as referenced in UFU's version 14 draft	Primary reasons why these clauses are Contested Matters ⁵	Summary of amendments reflected in the Draft Joint IBWD
Agreed to be Contested Matters				
1A.	Wages	Clause 97 (Wage Increases) Clause 177 (Wages) Clause 215 (Wages) Clause 232 (CTSO Salary Structure) Clause 243 (Wages) Clause 254 (Wages and Conditions) Clause 265 (Wages Rates) Schedule 8 (Senior Operational Personnel Rank Alignment) Schedule 37 (Division 3 Communications Technical Services Officers Salary Structure)	UFU and FRV (and the Minister) maintain the salary increases quantum in these clauses is in issue.	Wages are to be increased in accordance with the Government's Wages Policy, namely: - A four-year agreement with a first increase <u>operative</u> from ~~1 July 2025~~ <u>the commencement date of the IBWD</u>. - Four annual wage increases of 3 per cent. - A separate lump sum cash payment in line with Pillar 1 of the 2023 Wages Policy, which as a one-off payment to each firefighter of 0.5%. These increases are in addition to current wage rates. For clarity, this included administrative increases of 2.5% to the rates of all personnel covered by the Interim Agreement on: 1 January 2020: 2.5% 1 January 2021: 2.5% (Administrative Increases). This position is based upon the attached IBWD content being adopted. Placeholders have been included in the salary clauses for the inclusion of actual

⁵ This is a preliminary indication and does not limit the submissions that FRV or the Minister may make.

No.	Contested Matters	Impacted clauses / schedules as referenced in UFU's version 14 draft	Primary reasons why these clauses are Contested Matters ⁵	Summary of amendments reflected in the Draft Joint IBWD
				annual wage rate figures consistent with this <u>(and which will be updated to reflect the amendment regarding the first salary increase)</u> .
1B.	Allowances	Clause 61 (Income Protection Insurance Allowance) Clause 68 (Health and Fitness Program - Sport Voucher) Clause 78 (Emergency Medical Response) Clause 95 (Infrastructure – temporary accommodation) Clause 104 (Allowances and Reimbursements General) Clause 132 (Allowances and Reimbursements) Clause 134 (Road Crash Rescue Support Qualification, Training and Accreditation) Clause 162 (Allowances and Reimbursements General) Clause 174 (Overtime - recall) Clause 179 (Allowances) Clause 199 (Allowances and Reimbursements General) Clause 217 (Allowances) Clause 223 (Allowances/Higher Duties/Reimbursements) Clause 256 (Allowances) Clause 267 (Allowances) Schedule 4 (Division 1 Allowances) Schedule 17 (Allowances) Schedule 29 (Allowances, Personal Expenses and Accommodation)	UFU and FRV (and the Minister) maintain the allowance quantum in these clauses is in issue.	Allowances (with limited exceptions for reimbursement allowances) are to be increased in accordance with the Government's Wages Policy namely, four annual allowance increases of 3%. These increases are in addition to the current allowance rates. For clarity, this includes the Administrative Increases and a 9.5% increase to all allowances awarded by Commissioner Wilson on 8 September 2023 (see United Firefighters' Union of Australia v Fire Rescue Victoria [2023] FWC 2020; corrected in United Firefighters' Union of Australia (259V) v Fire Rescue Victoria (PR768712). Placeholders have been included at these clauses for the inclusion of allowance amounts consistent with this.

No.	Contested Matters	Impacted clauses / schedules as referenced in UFU's version 14 draft	Primary reasons why these clauses are Contested Matters ⁵	Summary of amendments reflected in the Draft Joint IBWD
		Schedule 42 (Business Rules for Accommodation and Personal Expenses – for FSOs and FSCs)		
1C.	Nominal expiry date	Clause 4.1	Not agreed between the parties. Terms of up to 4 years permitted.	Amended to reflect a nominal expiry of 4 years from the date of the IBWD.
Contested Matters identified by FRV and the Minister				
2.	Establishment of Registration Board	Clause 54.1(b) (External lateral entry) Clause 55 (Firefighters Registration Board)	Discretionary grounds on the basis that a Statutory Registration Board now exists and the clause content is superseded and is therefore unnecessary. Not about a permitted matter.	Removed UFU proposed clauses in their entirety.
3.	Extra claims (efficiencies and allowances)	Clause 22.3 (Productivity) Clause 104.3 (Allowances and Reimbursements General) Clause 132.3 (Allowances and Reimbursements) Clause 162.3 (Allowances and Reimbursements General) Clause 199.3 (Allowances and Reimbursements General)	The IBWD should not include capacity for the parties to reserve extra claims for inclusion of potential future additional arbitrated allowances and/or conditions. Can be agreed either directly or through conciliation. Constitutional issues arise as the arbitration requirement in the clauses is beyond the Commission's power, under Chapter III of the Constitution (see eg <i>Transport Workers' Union of Australia v Cleanaway Operations Pty Ltd T/A Cleanaway Operations Pty Ltd</i> [2024] FWCFB 305).	Amended clauses so that the extra claims clauses are retained but limited to where the allowance is agreed, including potentially through conciliation. In circumstances where the FWC does not have power to vary a IBWD under the FW Act, removed clauses that provide FRV the ability to apply to vary the enterprise agreement.

No.	Contested Matters	Impacted clauses / schedules as referenced in UFU's version 14 draft	Primary reasons why these clauses are Contested Matters ⁵	Summary of amendments reflected in the Draft Joint IBWD
4.	Extra claims	Clause 12 (Alignment) Clause 13 (Senior Operational Personnel Rank Alignment)	The IBWD should not include capacity for the parties to reserve extra claims for inclusion of potential future additional arbitrated allowances and/or conditions. Can be agreed either directly or through conciliation. Constitutional issues arise. The previous arbitration requirement is beyond the Commission's power under Chapter III of the Constitution (see eg <i>Transport Workers' Union of Australia v Cleanaway Operations Pty Ltd T/A Cleanaway Operations Pty Ltd</i> [2024] FWCFB 305) Constitutional grounds may also need to be considered by the Commission insofar as clause 13 relates to minimum staffing levels.	Amended clauses so that the role of the Fair Work Commission is one of conciliation rather than arbitration. In circumstances where the FWC does not have power to vary a IBWD under the FW Act, removed clauses that provide FRV the ability to apply to vary the enterprise agreement.
5.	Minimum staffing numbers	Clause 150.3 (Career Paths and Opportunities) Clause 158 (Necessary minimum staffing) Clause 193 (Necessary Minimum Staffing levels) Clause 197.5 (Training and Professional Development) Clause 197.7 (Training and Professional Development) Schedule 1 (Minimum Staffing Chart) Schedule 16 (Division 2 – Minimum Crewing Chart)	The Minister is not seeking to reduce staffing and seeks to maintain the minimum staffing numbers set out in the Interim Agreement, and by instrument in the IBWD. Further, the Commission will need to consider any constitutional limitations and any modifications that may be required to include such minimum staffing provisions, including whether clauses are beyond Commonwealth legislative power.	Amended clauses and schedules are to reflect the position regarding minimum staffing in the Interim Agreement. Final figures to be provided. The Minister is not seeking to reduce staffing and seeks to maintain the minimum staffing numbers required in the Interim Agreement, in the IBWD. The IBWD includes placeholder provisions to reflect the minimum staffing required under the equivalent Interim Agreement provisions and schedules with amendments solely to support retention and inclusion of

No.	Contested Matters	Impacted clauses / schedules as referenced in UFU's version 14 draft	Primary reasons why these clauses are Contested Matters ⁵	Summary of amendments reflected in the Draft Joint IBWD
				those clauses in the IBWD that may, without such amendments being made, otherwise give rise to constitutional limitations. These amendments are included in the Draft Joint IBWD. Where obligations referred to in these clauses have already been implemented prior to the commencement of the IBWD, the proposed clauses do not impose a further obligation to re-implement those matters. FRV is in the process of confirming minimum staffing numbers required as at the date the IBWD is made. A placeholder has been inserted at this stage. This schedule will be provided at a later date with the details that can be confirmed.
6.	Mandating FRV districts and regions	Clause 50 (FRV Districts and Regions) Schedule 2 (FRV Districts and Regions)	Discretionary grounds on the basis that the clause and schedule impact the Victorian Government's ability to implement and give effect to broader emergency services policy decisions. Further, the Commission will need to consider any constitutional limitations and any modifications that may be required to include such provisions, including whether clauses are beyond Commonwealth legislative power.	Not included the UFU proposed new clauses and Schedule. Some consequential drafting issues.
7.	Operational and management support to the CFA	Clause 15.1 (Operational and management support to the CFA) Clause 15.3 (Operational and management support to the CFA)	Discretionary grounds on the basis that these clauses impact the Victorian Government's ability to provide operational and management support to CFA.	Not included the proposed new UFU clauses and Schedules.

No.	Contested Matters	Impacted clauses / schedules as referenced in UFU's version 14 draft	Primary reasons why these clauses are Contested Matters ⁵	Summary of amendments reflected in the Draft Joint IBWD
		Clause 15.4.1(g) (Selection of Employees to be seconded to the CFA) Clause 15.9 (Operational and management support identified by FRV) Clause 41.5 (Work arrangements) Schedule 10 (FRV to CFA Service Level Deed) Schedule 11 (Secondment Agreement)	Additionally, the Secondment and Service Level Deed are separate. They should not be incorporated into the Workplace Determination and such incorporation is not required. The Commission will need to consider any constitutional limitations and any modifications that may be required to include such provisions, including whether clauses are beyond Commonwealth legislative power. Aspects of the clause and schedules are not about permitted matters.	
8.	Third Party Volunteer Support Programs/Officers	Clause 31 (Third Party Volunteer Support Programs/Officers)	Discretionary grounds on the basis that the clause impacts the Victorian Government's ability to implement and give effect to broader emergency services policy decisions. The Commission will need to consider any constitutional limitations and any modifications that may be required to include such provisions, including whether clauses are beyond Commonwealth legislative power.	Not included the UFU proposed new clause that require FRV to secure UFU approval of any volunteer support program, or employment of volunteer support officers.
9.	Disputes Panel	Clause 26.2 (Changes to the FRV Fire District) Clause 193.24.3 (Necessary minimum staffing levels)	The Commission will need to consider any constitutional limitations and any modifications that may be required to include such provisions, including whether clauses are beyond Commonwealth legislative power.	Retained disputes panel in clause 25, but not included expansion (proposed by UFU) from the Interim Agreement (reflected in clauses 26.2 and 193.24.3).

No.	Contested Matters	Impacted clauses / schedules as referenced in UFU's version 14 draft	Primary reasons why these clauses are Contested Matters ⁵	Summary of amendments reflected in the Draft Joint IBWD
10.	Income Protection Insurance Allowance	Clause 61 (Income Protection Insurance Allowance)	Discretionary grounds on the basis that any income protection insurance policy should be agreed between FRV and UFU (as provided for under the Interim Agreement), and to otherwise reflect the matters raised in the recent decision of the Full Bench of the Fair Work Commission on 16 March 2025 in <i>UFU v FRV</i> [2025] FWCFB 54.	Clause includes the relevant clause from the Interim Agreement (clause 56.1 Accident and Illness Policy) which requires FRV and UFU to consult and implement an agreed income protection insurance policy and payment reimbursement for premiums. The clause has also been consequentially amended, taking into account the matters raised by the Full Bench in <i>UFU v FRV</i> [2025] FWCFB 54.
Contested Matters because of the consequences of the IBWD legislative provisions and IBWD process				
1.	Terms arising from inclusion of mandatory terms in workplace determination - model consultation clause	Clause 18, 18A and consequential impact on clauses that provided for consultation under those clauses	The Commission is required to include the model consultation clause rather than UFU proposed proposed clauses 18/18A in revised version 14, because of the operation of section 273 of the FW Act, which deals with mandatory terms.	As required under the FW Act, replaced proposed clauses 18 and 18A (consultation terms) with the model consultation clause as set out in Schedule 2.3 of the <i>Fair Work Regulations 2009</i> (Cth). Consequential amendments to other clauses that required consultation under clause 18/18A, to retain consultation, to ensure consistency with the model consultation clause.
2.	Terms arising from inclusion of mandatory terms in workplace determination - model flexibility clause	Clause 17	This clause in Revised Version 14 would need to be replaced because of the operation of section 273 of the FW Act, which deals with mandatory terms.	Replaced proposed clause 17 (flexibility clause) with the model flexibility clause as set out in Schedule 2.2 of the <i>Fair Work Regulations 2009</i> (Cth).

No.	Contested Matters	Impacted clauses / schedules as referenced in UFU's version 14 draft	Primary reasons why these clauses are Contested Matters ⁵	Summary of amendments reflected in the Draft Joint IBWD
3.	Terms which are impacted by mandatory inclusion in a workplace determination of a disputes term consistent with s.273(2) and also limited by constitutional limitations - Mandatory arbitration	Clause 24 (disputes clause which provides for mandatory arbitration) and other clauses that provide for mandatory arbitration	Clause 24 is impacted by section 273 of the FW Act and also by constitutional grounds on the basis that these clauses are beyond the Commission's power under Chapter III of the Constitution (see <i>Transport Workers' Union of Australia v Cleanaway Operations Pty Ltd T/A Cleanaway Operations Pty Ltd</i> [2024] FWCFB 305)	The clause has been amended to: • reflect the requirements and language contained in section 273(2); • ensure it does not extend beyond the Commission's powers; and • to limit the time that work must continue in accordance with usual practice whilst a dispute is on foot until after the conclusion of the FWC process (either conciliation or arbitration with consent). Where other clauses also provided for determination or arbitration, those clauses were amended to provide for arbitration where there is consent between the parties at the time. No amendments have been made to clauses simply cross-referring to the disputes clause (clause 24) given that clause has been amended.
4.	Terms which the Commission may not be able to include because of constitutional limitations	Some provisions or parts of provisions dealing with aspects of: (a) Lateral entry (b) Rostering (c) Progression and classification of employees	The Commission will need to consider any constitutional limitations and any modifications that may be required to include such provisions, including whether clauses are beyond Commonwealth legislative power.	These clauses presently are retained/included in the Draft Joint IBWD, with annotation/comments to identify for the commission's benefit clauses that the Commission will need to consider.

No.	Contested Matters	Impacted clauses / schedules as referenced in UFU's version 14 draft	Primary reasons why these clauses are Contested Matters ⁵	Summary of amendments reflected in the Draft Joint IBWD
		(d) Clauses requiring agreement by the UFU in respect of a limited number of matters See annotations/comments in Draft Joint IBWD.		
5.	Terms not about permitted matters: section 272(3)(a)	Some limited clauses above are identified as including matters that are not permitted matters	Some limited clauses above are identified as including matters that are not permitted matters (section 272(3)(a))	Limited amendments.
Technical changes or updates				
6.	Language changes to reflect that it is not an enterprise agreement, but rather an IBWD	Various clauses as per Draft Joint IBWD.	Language such as "parties have reached agreement" or "the parties agree" is inappropriate in a determination. Some necessary drafting updates to reflect that is an IBWD rather than an enterprise agreement or no longer relevant due to passage of time.	Amended language.
7.	Clauses that are likely to need updating to reflect current status and make sense (for inclusion in an IBWD), as reference historical matters	Clauses 16, 25.4, 25.10.5, 25.11.7, 25.12 34.2, 51.11, 57, 57.3, 58.5, 60, 61.4.1, 62.4.2, 63.1, 67.5, 68.5, 71.2, 71.3, 71.4, 71.5, 71.6, 71.7, 71.8, 72, 72.2, 73.2, 73.8 74.1.1, 74.2, 75.2, 76.1, 78.9, 78.10, 79.2, 82.2, 83.1, 85.6, 95, 95.10.2, 96.3.2, 100.2, 130.1, 131.3, 134.2, 134.3, 134.5, 134.9,	Clauses are outdated and/or obsolete including because they refer to actions that were included in the Interim Agreement to be completed (eg to complete a certain review in first 6-12 months etc of the Interim Agreement) and have been surpassed (but appear in UFU proposed V14).	These clauses may require updating, amendment or deletion to take into account that matters in the clauses have already occurred and therefore have overtaken the clause content. They have been flagged in comments in the Draft Joint IBWD.

No.	Contested Matters	Impacted clauses / schedules as referenced in UFU's version 14 draft	Primary reasons why these clauses are Contested Matters ⁵	Summary of amendments reflected in the Draft Joint IBWD
		138.1, 151.4, 156.3(b), 156.9.19 160.12, 161.19, 161.22, 165.3.2, 172.4.6, 172.8, 176.1, 176.3, 177.2, 179.1, 179.2, , 180.3, 191.3, 191.3(b), 191.3.3, 191.3.4, 191.3.5, 191.3.6, 191.3.7, 191.3.8, 191.3.9, 191.3.10, 191.3.11, 191.3.12, 191.3.13, 191.3.21, 191.3.22, 191.3.23, 191.8, 191.13.4, 192.2.1, 192.4, 192.5, 197.6, 198.8, 214.7, 215.2, 216.3, 218.2.1, 218.8.14, 218.13.1, 218.15.1, 218.17.2, 218.18.7.1, 229.3, 267.7.1, Sch 5, cl 3.5.2.1, Sch 12, cl 2, cl 3, Sch 25, Sch 31, Sch 35, Sch 36, Sch 38 Cl 25.10.5, 25.11.7, 25.12, 73.2, 73.8	In the last 5 clauses listed, it was necessary to update to accurately reflect the role of the Fire District Review Panel and the legislative role of the Minister.	

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SCHEDULES DIVISION 1 – COMMON

SCHEDULE 1 - STAFFING CHART

*Without limiting FRV's general right to determine the number, identity or appointment of its staff, FRV will apply the minimum staffing ratios, appliance allocation, locations and levels in place that were required under the Fire Rescue Victoria Operational Employees Interim Agreement 2020 (**Interim Agreement**) immediately prior to the operation of this Workplace Determination, as appropriate minimum targets. These targets are set out in the "Division B Crewing Chart" and "Commander/OM/MCS/Instructor Staffing Chart" set out below.*

[To be confirmed and inserted]

SCHEDULE 2 – [Blank]

SCHEDULE 3 - INTERNAL SECONDMENT OF OPERATIONAL STAFF PROGRAM

This Schedule is to be read in conjunction with clause 51 –Internal Secondment of Operational Staff:

Purpose

The Internal Secondment of Operational Staff program has been developed to enhance interoperability and availability of Division 2 employees and Division 3 employees for Internal Secondment of Operational Staff opportunities and short-term vacancies i.e. standby.

This is a policy that outlines the process and management of the Internal Secondment of Operational Staff program.

The intent of the policy is that no employee will be disadvantaged. Provide the most effective and efficient way to manage the Internal Secondment of Operational Staff program for both the employee and employer. Enhance interoperability and understanding between the Division 2 operational stream of firefighting and Division 3 operational stream of firefighting and create a larger pool of above-strength personnel for short-term vacancy relief.

Definitions

Permanent stream means the operational stream of firefighting where the employee's ongoing employment contract remains.

Internal secondnee means personnel participating in the Internal Secondment of Operational Staff program or personnel who have undertaken and completed the Interdivision Firefighter Program course.

1. Recruitment & Selection

- 1.1. Expression of interest will be sought for an initial 12 month period for the Internal Secondment of Operational Staff to specific Division 3 and Division 2 positions and / or locations.
- 1.2. The specific number, classification and location of internal 'Internal Secondment of Operational Staff' positions will be determined prior to the commencement of each Internal Secondment of Operational Staff program.
- 1.3. It is preferable that the internal secondments of employees between the Division 3 and Division 2 is to be on a reciprocal basis and preference that an internal secondnee be at an equivalent classification.

Application Process

- 1.4. FRV will advertise the Internal Secondment of Operational Staff positions across 2 roster periods to ensure all eligible employees have an opportunity to consider participation.
- 1.5. During the advertisement period FRV will conduct information briefing sessions. Attendance at these briefing sessions will be on a voluntary basis at no cost to FRV.
- 1.6. Employees who wish to participate in the Internal Secondment of Operational Staff program shall submit a:
 - cover letter addressing key selection criteria and their preferred work location(s);

- current resume which sets out the applicant's qualifications, skills and experience; and
- written reference from an immediate manager endorsing the employee's participation in the Internal Secondment of Operational Staff program.

Selection Process

- 1.7. A Division 3 and Division 2 officer may be nominated by the Fire Rescue Commissioner to assist the administration of the Internal Secondment of Operational Staff program.
- 1.8. Applicants who complete the Conversion Course will be eligible to undertake duties within either Division 2 operational stream of firefighting or Division 3 operational stream of firefighting as part of an Internal Secondment of Operational Staff program or provide short-term vacancy relief in either Division operational stream. To avoid any doubt, short-term vacancy relief includes, but is not limited to, standbys, recalls.
- 1.9. Additionally, personnel who successfully complete the Interdivision Firefighter Program course will be able to be utilised as part of strike team deployment and/or Move Ups into either Division operational stream of firefighting.
- 1.10. Appointment to an Internal Secondment of Operational Staff position will not affect the employee's ongoing employment with their permanent stream. Unless otherwise agreed, the position vacated by the employee should be the position to which they will return at the end of the internal secondment period. The vacated position may only be filled on a fixed term basis to a date no later than the last day of the internal secondment period.

2. Internal Secondment of Operational Staff Administration

- 2.1. The terms and conditions of the internal secondees will be in line with the terms and conditions applicable in their Division. Internal secondees to the Division 2 operational stream of firefighting, will receive the relocation provisions as outlined in section 3 of this policy.
- 2.2. For short-term vacancy relief i.e. standbys, Move Ups, etc. the existing terms and conditions of the employee will apply. For example, a Division 2 employee will continue to receive Division 2 conditions and entitlements and will not be entitled to Division 3 conditions and entitlements, and vice versa.

3. Relocation Provisions

3.1. Relocation Eligibility

Internal secondment program relocation assistance is available to secondees who elect to relocate where the internal secondment appointment location is 100kms or greater away from their current home location. A copy of the rental agreement is required to be supplied to FRV to determine eligibility.

Internal secondees are only eligible to claim furniture removal, reconnection fees, relocation assistance leave and the disturbance allowance once per the internal secondment appointment.

3.2. Rental Expenses

Reimbursement of rental expenses will be paid to eligible employees on the Internal Secondment program. Eligible internal secondees are available to claim up to \$400 per week. Housing above this will be reviewed on a case-by-case basis and

determined by the host employer. Genuine consideration above the amount detailed will be given by the host employer. Securing rental housing is the responsibility of the secondee. Reimbursement of rental expenses will be either directly paid or reimbursed to eligible employees.

3.3. Furniture Removal

Furniture removal and relocation costs will be reimbursed up to \$5,000.

Where the replacement value of contents exceeds \$100,000 notification must be given to the Insurance Claims Coordinator prior to the removal.

The insurance policy excludes loss or damage to cameras, glasses, jewellery, trinkets, precious stones, furs, deeds, stamps, money, groceries, foodstuffs and liquor. The policy is also limited to a maximum of 15% of the total sum insured for any one item.

In the event of a claim, any loss or damage must be reported to the Insurance Claims Coordinator as soon as the loss or damage is detected.

3.4. Reconnection Fees

Standard utility connection or reconnection fees for electricity, gas, water and telephone services will be reimbursed.

Costs incurred outside standard utility reconnection fees will not be covered.

3.5. Relocation Assistance Leave

Relocation Assistance Leave of up to 5 days may be approved at the discretion of the relevant ACO to:

- Assist employees to source a residence at the new work location;
- Coordinate school arrangements for children;
- Complete packing, moving and unpacking of furniture and household effects.

The ACO may approve additional Relocation Assistance Leave based on individual circumstances.

3.6. Disturbance Allowance

A Disturbance Allowance of \$1,000 will be paid to compensate for the disturbance factors associated with relocation. This allowance is to assist with accommodation and meal expenses when visiting the new locality to source housing.

This allowance is subject to Pay As You Go (PAYG) withholding tax.

If receipts are provided, the relevant portion of the \$1,000 will be considered a reimbursement and will therefore not be subject to PAYG withholding tax over one month on a case by case basis, where supporting evidence is provided.

3.7. Temporary Accommodation

The intent of this process is to support secondees who are unable to secure housing prior to the commencement of the secondment program. Temporary accommodation may be secured because a suitable rental property is not immediately available at the new work location. Eligible internal secondees will be either reimbursed or will have temporary accommodation directly paid for an initial

period up to 1 month. FRV will consider reimbursement of temporary accommodation over one month on a case by case basis, where supporting evidence is provided Temporary accommodation includes but is not limited to: holiday type accommodation, hotel/motel; residing in accommodation for a fee but not subject to a residential tenancy agreement (unless residential tenancy agreement is for up to 1 month). Payment will not be unreasonably withheld.

3.8. Travel Expenses

Reasonable accommodation, meal expenses and travel expenses will be paid for an employee and their immediate family for one trip when visiting the new work location to source housing. Additional trips may be supported at the discretion of the host employer. Prior approval for more than one trip is required from FRV.

4. Other

Deployment of Internal Secondee

- 4.1. An internal secondee to the Division 3 operational stream of firefighting will have an appointed home location and will not be eligible to transfer within Division 3.
- 4.2. An internal secondee to the Division 2 operational stream of firefighting will be appointed in accordance with the rostering arrangements that are applicable to Division 2 employees.
- 4.3. The internal secondment program doesn't prevent internal secondees applying for permanent transfer or promotion with their permanent stream, as long as the 12-month minimum requirement for a secondee is fulfilled.
- 4.4. FRV may provide where practicable a development opportunity at another location for a 28-day duration within the 12 months.

Training & Development

- 4.5. FRV will provide to successful internal secondees development opportunities at times determined by FRV. Development opportunity plans would be developed between OIC and secondee upon commencement. Development opportunities will not be unreasonably withheld.
- 4.6. To ensure no disadvantage, a secondee would be released from duty to attend promotional programs provided by their permanent stream where appropriate.

Management of Secondee

- 4.7. The management of any disciplinary action or performance management issues that arise will be the responsibility of the permanent stream, in consultation with the host stream and the UFU.

Attending Consultation and Union Meetings

- 4.8. Internal secondees who have employee representative duties will be facilitated throughout their secondment.

5. Conclusion of the Secondment

- 5.1. Prior to the conclusion of the 12-month fixed term appointment the parties to the internal secondment policy FRV and Secondee have three options to consider;
 - 5.1.1. Return to their permanent stream [end internal secondment period]

- 5.1.2. Extend internal secondment for an additional 6 -12 months by agreement between the parties
- 5.1.3. An internal secondee may apply for permanent employment in the host stream. Such permanent employment may be considered on a case by case basis and approval will not be unreasonably withheld.
- 5.2. To ensure continuous improvement, there will be an exit interview conducted by the respective liaison officer.

This policy adopts a different approach from the secondment program developed in 2011. The policy consists of a more streamlined and efficient for both the employee and employer and fulfils the enhancement of interoperability and understanding between operational streams.

CONFIDENTIAL – REVISED JOINT IBWD 13 JUNE 2025

CONFIDENTIAL – REVISED VERSION 14

Division 3 (LFF & SO) Internal Secondment of Operational Staff Conversion Course

	8:30	9:30	10:30	11:30	12:30	13:30	14:30	15:30	16:30
Monday Week 1	Welcome to the course	Intro to course content and outcomes, Site induction	Wildfire 3	Wildfire 3	Lunch	Wildfire 3	Wildfire 3	Wildfire 3	Wildfire 3
Tuesday Week 1	Fire Weather	Fire Weather	Fire Weather	Fire Weather	Lunch	Fire Weather	Fire Weather	Fire Weather	Fire Weather
Wednesday Week 1	Fire Weather	Fire Weather	Fire Weather	Fire Weather	Lunch	Fire Weather	Fire Weather	Fire Weather	Fire Weather
Thursday Week 1	Wildfire 3	Wildfire 3	Wildfire 3	Wildfire 3	Lunch	Wildfire 3	Wildfire 3	Wildfire 3	Wildfire 3
Friday Week 1	Wildfire 3	Wildfire 3	Wildfire 3	Wildfire 3	Lunch	Finish	Finish	Finish	Finish
	8:30	9:30	10:30	11:30:00	12:30	13:30	14:30	15:30	16:30
Monday Week 2	Uniform Fitting	Uniform Fitting	Uniform Fitting	Uniform Fitting	Lunch	Uniform Fitting	Uniform Fitting	Uniform Fitting	Uniform Fitting
Tuesday Week 2	Organisation - Structure and History - roles and responsibilities of the Division 3 operational stream of firefighting The Organisational Structure under which FRV Operates, Rank Structure and Staff	Organisation - Structure and History - roles and responsibilities of the Division 3 operational stream of firefighting The Organisational Structure under which FRV Operates, Rank Structure and Staff	Organisation - Structure and History - roles and responsibilities of the Division 3 operational stream of firefighting The Organisational Structure under which FRV Operates, Rank Structure and Staff	Organisation - Structure and History - roles and responsibilities of the Division 3 operational stream of firefighting , The Organisational Structure under which FRV Operates, Rank Structure and Staff	Lunch	Organisation - Structure and History - roles and responsibilities of the Division 3 operational stream of firefighting The Organisational Structure under which FRV Operates, Rank Structure and Staff	Organisation - Structure and History - roles and responsibilities of the Division 3 operational stream of firefighting The Organisational Structure under which FRV Operates, Rank Structure and Staff	Organisation - Structure and History - roles and responsibilities of the Division 3 operational stream of firefighting, The Organisational Structure under which FRV Operates, Rank Structure and Staff	Organisation - Structure and History - roles and responsibilities of the Division 3 operational stream of firefighting, The Organisational Structure under which FRV Operates, Rank Structure and Staff
Wednesday Week 2	Legislation	Legislation	Legislation	Legislation	Lunch	Legislation	Legislation	Legislation	Legislation
Thursday Week 2	EBA/Intranet	EBA/Intranet	EBA/Intranet	EBA/Intranet	Lunch	EBA/Intranet	EBA/Intranet	EBA/Intranet	EBA/Intranet
Friday Week 2	Wildfire TEWT	Wildfire TEWT	Wildfire TEWT	Wildfire TEWT	Lunch	Wellbeing Session	Wellbeing Session	Finish	Finish
	8:30	9:30	10:30	11:30	12:30	13:30	14:30	15:30	16:30
Monday Week 3	Specialist Appliances	Specialist Appliances	Specialist Appliances	Specialist Appliances	Lunch	Specialist Appliances	Specialist Appliances	Specialist Appliances	Specialist Appliances

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Tuesday Week 3	Driving/Pumping	Driving/Pumping	Driving/Pumping	Driving/Pumping	Lunch	Driving/Pumping	Driving/Pumping	Driving/Pumping	Driving/Pumping
Wednesday Week 3	Driving/Pumping	Driving/Pumping	Driving/Pumping	Driving/Pumping	Lunch	Driving/Pumping	Driving/Pumping	Driving/Pumping	Driving/Pumping
Thursday Week 3	Incident Management system	Incident Management system	Incident Management system	Incident Management system	Lunch	VICFire/Assignment Areas, Escalation tables	VICFire/Assignment Areas, Escalation tables	Finish	Finish
Friday Week 3	Area Familiarisation	Area Familiarisation	Area Familiarisation	Area Familiarisation	Lunch	Area Familiarisation	Area Familiarisation	Graduation	Graduation

**Division 2 (LFF & SO) Secondment Conversion Course
Week 1**

ION 14

	Monday	Tuesday	Wednesday	Thursday	Friday
8:00	Program induction ACFO Coordinator other	Welcome CEO/CO Other Dignitaries	MkV Pumper MkV Pump/Tank Overview of appliances Overview of capacity	Practical Review Mk V Foam simulation	Station Administration Firecom REll Shift changes Time sheets Petty cash Standby's/Recalls
9:00					
10:00	Morning Tea	Morning Tea	Morning Tea	Morning Tea	Morning Tea
10:15	Training College induction Locker Computers	Administration Introduction to: Computers/Intranet	Practical	Practical	
11:00	FOBS Facilities	Policy Library			
12:00	Lunch	Lunch	Lunch	Lunch	Lunch
13:00	PPC Station Wear Clean/Dirty areas Uniform fitting	Organisational awareness Corporate Structure Regulations and policies	Practical	MFB Appliances(specialist) View and give out hand out material.	AIRS2
14:00					
14:30	Afternoon Tea	Afternoon Tea	Afternoon Tea	Afternoon Tea	Afternoon Tea
14:45	Other requirements	H/R functions Workplace behaviour EMR	Practical	MFB Appliances Capabilities Uses PODS	Alarm Assessment
16:00					

Legend ■ Intro/induction ■ Admin ■ Practical ■ Station Visit ■ Off-site visit ■ Departmental ■ Procedures

CONFIDENTIAL – REVISED JOINT IBWD 13 JUNE 2025

Week 2

CONFIDENTIAL – REVISED VERSION 14

	Monday	Tuesday	Wednesday	Thursday	Friday
8:00	Program forum Review of previous week	Breathing Apparatus Theory Procedures	Review BA Practical	Major infrastructure High rise Visit high rise building Look at fire safety systems	Review FIA Driving Department Peer Group
9:00	GARS			(SO Bob Hedrington)	
10:00	Morning Tea	Morning Tea	Morning Tea	Morning Tea	Morning Tea
10:15	GARS Radio Procedures	Breathing Apparatus Dräger Sets Bodyguard Procedures Buddy breathing	Breathing Apparatus Encapsulated suits Trolley Pod Bus Visit 38 station	Major infrastructure	Hazmat Major hazards facility
11:00					Visit
12:00	Lunch	Lunch	Lunch	Lunch	Lunch
13:00	AIIMS	Breathing Apparatus Practical	Major Infrastructure Citylink	Major Infrastructure MURL	Major hazards facility
14:00			Visit	Visit	Community Safety Educational Programs
14:30	Afternoon Tea	Afternoon Tea	Afternoon Tea	Afternoon Tea	Afternoon Tea
14:45	IMS	Breathing Apparatus Practical	Major Infrastructure	Major infrastructure	Community Safety
16:00					

Legend ■ Intro/induction ■ Admin ■ Practical ■ Station Visit ■ Off-site visit ■ Departmental ■ Procedures

CONFIDENTIAL – REVISED JOINT IBWD 13 JUNE 2025

Week 3

TIAL – REVISED VERSION 14

	Monday	Tuesday	Wednesday	Thursday	Friday
8:00	Week-2 Review 1 Hr.	MMR Radios Procedures Use Wordbacks etc Brigade Terminology FSCC	Roles and Responsibilities Rank LFF SO SSO Commander	Station Administration (all day) Keys Requisitions Occurrence Book Sick & absent Medical Certification Dry cleaning	QRae Personal gas detector
9:00	Emergency Management Department Visit to No.10 Station				
10:00	Morning Tea	Morning Tea	Morning Tea	Morning Tea	Morning Tea
10:15	MFB Display HART Trench Rescue Heavy Rescue Confined Space USAR Visit to No.10 Station	MMR Radios (SO Darren Williams)	Aircraft/Airport Procedures Ships, Docks and Ports Inland waters	Station Administration	Tac Stick
11:00					
12:00	Lunch	Lunch	Lunch	Lunch	Lunch
13:00	WER Visit No.2 Stn and visit to North Wharf	FSCC	Visit Melbourne Airport Docks	Station Administration	Practical (Review)
14:00					
14:30	Afternoon Tea	Afternoon Tea	Afternoon Tea	Afternoon Tea	Afternoon Tea
14:45	Hazmat Decon. Procedures Scientific Officer	FSCC	Visit Melbourne Airport Docks	Station Administration	Practical (Review)
16:00					

Legend ■ Intro/induction ■ Admin ■ Practical ■ Station Visit ■ Off-site visit ■ Departmental ■ Procedures

INTERDIVISION FIREFIGHTER PROGRAM COURSE
Division A & Division B

The INTERDIVISION FIREFIGHTER PROGRAM COURSE SKILLS PASSPORT outline contained in this Schedule below may only be modified in accordance with Clause 18 – CONSULTATION.

STREAM A – Officer Division 2 to Division 3	• Day on shift • Heavy Pumper familiarisation • KRONOS Entries • Conduct an Alarm Premise Inspection
STREAM B – Officer Division 3 to Division 2	• Day on shift • Pumper Familiarisation • Site Inspection Reports
STREAM C – Firefighter Division 2 to Division 3	• Day on Shift • Heavy Pumper Familiarisation • Equipment Familiarisation
STREAM D – Firefighter Division 3 to Division 2	• Day on shift • Hydrant Indicating and Mark V Pumper / Pumper Tanker drills • Conduct Skills Maintenance drill • Annual Key Check drill • Supervised Change of Shift / • Station Administration • Fire Station Weekly Hazard • Inspection Checklist • Site Inspection Reports • FireEd or Display days • MK V Pumper/Pumper Tanker • Driver Familiarisation • Equipment Familiarisation (WUCOMS)

SCHEDULE 4 - DIVISION 1 ALLOWANCES

Clauses 104 and PART B -B1 - of the **Workplace Determination** applies to the rates set out below and any other allowance not included in this Schedule. Not all allowance rates are described in SCHEDULE 4 - Division 1 Allowances.

[Explanatory note: Table of allowance rates to be inserted and provided during the intractable bargaining workplace determination process]

ALLOWANCES FOR EMPLOYEES COVERED BY PART A OF DIVISION 2 AND PART A OF DIVISION 3

Meal Allowance	[to be inserted]
Spoilt Meal Allowance	[to be inserted]
Motor Vehicle / Kilometre Allowance	[to be inserted]
First Aid Allowance	[to be inserted]
Language Allowance	[to be inserted]
Availability Allowance	[to be inserted]
After Hours Disturbance Allowance	[to be inserted]
Temporary Work Location Allowance	[to be inserted]
Income Protection Reimbursement Allowance	[to be inserted]

ALLOWANCES FOR EMPLOYEES COVERED BY PART B OF DIVISION 1

Fire Investigation Allowance	[to be inserted]
Fire Safety Inspector Allowance	[to be inserted]
Heavy Rescue Allowance	[to be inserted]
Hydrostatic Testing of Breathing Apparatus Allowance	[to be inserted]
USAR Operator Allowance	[to be inserted]
Trench Rescue Allowance	[to be inserted]
Marine Response Allowance	[to be inserted]
Coxswain Allowance	[to be inserted]
High Angle Rescue Technicians Allowance	[to be inserted]
Long Duration Breathing Apparatus Allowance	[to be inserted]
Ladder Platform Operator Allowance	[to be inserted]

RPAS Operator Allowance	[to be inserted]
Watchroom Duties Allowance	[to be inserted]
Driving Educator Allowance	[to be inserted]
Fire-CAP Allowance	[to be inserted]
Commander Secondment Qualification Allowance	[to be inserted]
Advanced Diploma of Firefighting Investigation	[to be inserted]

SCHEDULE 5 - CONDUCT RESOLUTION

CONDUCT RESOLUTION CLAUSE:

1.A INTRODUCTION

1. GENERAL MATTERS

1.1 Procedural Fairness

The processes and steps set out in this clause will be followed in accordance with the principles of procedural fairness. Those principles include but are not limited to:

- 1.1.1A An Employee is entitled to be represented by the UFU or another person of their choice at any stage of the processes and steps set out in this clause.
- 1.1.1B The employee is entitled to a fair opportunity to respond to allegations.
- 1.1.1. FRV will clearly express proper reason(s) for raising a concern(s) regarding an employee's performance and/or conduct (including its effect on the safety and welfare of other employees or the community).
- 1.1.2. The employee will be notified of misconduct concern(s) and reason(s).
- 1.1.3. The employee will be given an opportunity to respond to the concern (s) and any reason(s) provided by FRV related to the alleged concern regarding an employee's performance and/or conduct.
- 1.1.4. The employee will be given an opportunity to have a support person and/or a representative present to assist at any discussions.
- 1.1.5. At every stage of the processes and steps outlined in this clause, the employee will have a right to have his or her position recorded in writing.

1.2 General Principles

The application of this clause will be in accordance with the following principles:

- 1.2.1. Advising the Employee regarding the purpose of any meetings
- 1.2.2. Providing the Employee with particulars of the informal and formal process and steps to be followed
- 1.2.3. Providing a reasonable opportunity for the Employee to seek advice from the Union or a representative of their choice before the process commences
- 1.2.4. Clearly expressing to the employee proper reason(s) for raising a concern(s) regarding the employee's conduct in writing
- 1.2.5. Providing the Employee, with an opportunity to respond to all allegations made by FRV related to the alleged concerns
- 1.2.6. Providing the employee, if they elect at any and every step of the process to have his or her responses recorded in writing
- 1.2.7. Providing the Employee with an opportunity to have a representative present to assist at any discussions

- 1.2.8. Allowing the Employee a fair opportunity to provide details and evidence of any mitigating circumstances
 - 1.2.9. There will be no inordinate delay in all matters processed in accordance with this clause,
 - 1.2.10. FRV must provide full and proper reasons in writing at the time of making decisions that affect the employee
 - 1.2.11. The employee will be provided with details of all acts, facts, matters, things and circumstances in respect of any allegations including all documentation, so as the employee is in the best position to answer any allegations levelled at him/her
 - 1.2.12. Supporting evidence directly related to the dispute in question, including, exculpatory evidence and information arising from any investigation will not be withheld from the employee and/or representative, unreasonably.
- 1.3 Transformative Justice and Mutual Resolution
- 1.3.1. It is acknowledged that there is a considerable amount of public money invested in training and developing a firefighter as such the concept of transformative justice shall apply.
 - 1.3.2. The processes and steps set out in this clause shall be applied in accordance with, and having primary regard to, the concept of “transformative justice”
 - 1.3.3. The core aim of “transformative justice” is an approach that focuses on appropriate action to support the parties to address and restore conduct and transform the parties to future best practice conduct.
 - 1.3.4. As part of transformative justice, some outcomes, agreed by the parties might include education, training and other agreed forms of support and/or assistance.
 - 1.3.5. During the processes set out in this clause, **the Fire Rescue Commissioner** or employer delegate, the employee or the employee’s representative may elect to have the matter referred to an independent mediator to facilitate and endeavour to mutually settle the matter through mediation. This opportunity is provided for in Step 2 of the process, Clause 3.5.2, but where the parties involved agree, the opportunity may be invoked throughout the steps set out in clause 3.5.3 and 3.5.4 of the process. Mediations will be in confidence and without prejudice to proceedings arising if mutual resolution is not settled.
 - 1.3.6. In addition to the provisions of clause 1.3.1 to 1.3.2 inclusive, a specific transformative justice step is included in the processes set out in 3.5.2 as step 2 in the processes under this clause.
 - 1.3.7. All parties involved in the processes set out in this clause (Conduct Resolution Clause) must maintain the privacy and confidentiality of the processes.

2. ASSESSMENT

- 2.1 When a matter is brought to the attention of FRV, it will assess the allegations based on the evidence, nature and seriousness of the allegations. Such assessment will be conducted with impartiality and fairness.
- 2.2 FRV will assess:
 - 2.2.1 whether there is sufficient information to determine that the allegations, if proven, would constitute misconduct (including serious misconduct); and

- 2.1.2 where there is sufficient information, whether to proceed in accordance with the process set out in sub clause 2.1.3;
 - 2.1.3 where there is insufficient information, whether further information should be sought through internal or external investigation conducted to inform FRV on the allegations.
- 2.2 There may be occasions where there is sufficient information but FRV determines that there is no basis to continue with the matter.
- 2.3 The assessment is not a determination on the allegations.
- 3. MANAGEMENT OF MISCONDUCT**
- 3.1 The purpose of this Conduct Resolution clause is to establish procedures for addressing and resolving alleged misconduct of Employees.
- 3.2 Application:
 - 3.2.1 Action taken by FRV in relation to misconduct will be in accordance with this clause.
- 3.3 Meaning of misconduct under this clause (Conduct Resolution Clause):
 - 3.3.1 For the purposes of this clause, misconduct means:
 - 3.3.1(a) disgraceful conduct in a professional capacity;
 - 3.3.1(b) a substantial and serious breach of safety procedures;
 - 3.3.1(c) serious and/or repeated breaches of published standard procedures;
 - 3.3.1(d) an Employee making improper use of his or her position for personal financial gain;
 - 3.3.1(e) an Employee making improper use of information acquired by him or her by virtue of his or her position to gain personally, or for anyone else, financial benefits; or
 - 3.3.1(f) work related theft, assault or criminal conduct.
- 3.3A Meaning of serious misconduct
 - 3.3A.1 For the purpose of this clause, serious misconduct by an employee is:
 - 3.3A.1(a) wilful and/or deliberate behaviour which results in a serious contravention of 3.3.1; and/or
 - 3.3A.1(b) negligent discharge of his or her duties; and/or
 - 3.3A.1(c) a repeat of misconduct which has been subject to 3 or more conduct resolution actions which have all been documented and which all were determined within the previous 12 month periods.
- 3.4 Admissions by Employee:
 - 3.4.1 The Employee may at any stage elect to admit the alleged misconduct.
 - 3.4.2 If the Employee admits the alleged misconduct, FRV will proceed immediately to the determination of the misconduct outcome at the procedural step at which is matter is currently at, being either clauses 3.5.2, 3.5.3 or 3.5.4.
- 3.5 Procedural Steps

Allegations of Misconduct or Serious Misconduct will be addressed and resolved by sequentially following the procedural steps under this sub clause. Only where the parties have comprehensively attempted to complete a step may the subsequent step be followed.

3.5.1 Informal Resolution –Step 1

- 3.5.1.1. FRV will meet with the employee and his or her representative to outline the alleged misconduct and attempt to mutually settle the matter. FRV will provide the employee with a written statement with particulars of the alleged misconduct. The statement will be confidential and will not form any part of the employee's record under this clause or otherwise. All meetings and documents under this step will be in confidence and without prejudice to proceedings arriving if mutual resolution is not settled.
- 3.5.1.2. There will be no formal outcome of informal resolution recorded in FRV's record systems.
- 3.5.1.3. Where the parties have genuinely attempted informal resolution, either party may refer the matter to step 2.

3.5.2 Transformative Justice Mediation –Step 2

- 3.5.2.1. Under this step a trained and independent mediator, chosen by FRV through consultation under clause 18, facilitates transformative justice mediation.
 - 3.5.2.1.1. The parties will agree to a panel of independent mediators within 1 month of the commencement of this Workplace Determination.
 - 3.5.2.1.2. Should panel members vacate their position, the parties shall endeavour to reach agreement on replacement persons.
 - 3.5.2.1.3. If the parties reach agreement under clause 3.5.2.1.1 or 3.5.2.1.2 above, the parties' nominees shall become the panel of independent mediators under this clause.
 - 3.5.2.1.4. If the parties are unable to agree under clause 3.5.2.1.3 above within 45 days of persons vacating the panel or 1 month of the commencement of this Workplace Determination, they shall approach the President of the Fair Work Commission (Commission) and request the President to provide to the Minister a recommendation that the Minister nominate a replacement panel.
 - 3.5.2.1.5. The Minister will accept a recommendation under clause 3.5.2.1.4 and nominate a person/s who shall become a panel member/s under this clause.
- 3.5.2.2. The parties shall participate in a conference regarding the allegations, aimed at covering the needs of all parties, with regard 3.5.2.3 and 3.5.2.4. Further conferences will be conducted at the Chair's discretion.
- 3.5.2.3. The trained and independent mediator/s (the panel) will regulate their own procedures.
- 3.5.2.4. The aim is to reach a mutually acceptable agreement which addresses the conduct of the parties, restores conduct or behaviour and reconciles the parties.

- 3.5.2.5. There will be no formal outcome or informal resolution recorded in FRV's record systems except where the parties agree that an adverse report shall be part of a transformative justice outcome and such adverse report complies with the adverse report provisions of this **Workplace Determination**.
- 3.5.2.6. If there is no agreement between the parties or the mediator considers that the conduct cannot be finalised under this sub clause then the conduct will immediately move to Step 3.

3.5.3 Investigation of alleged misconduct –Step 3

- 3.5.3.1. As soon as practicable after an allegation of misconduct has been made and the allegations have not been resolved under step 1 and step 2 FRV will advise the Employee of the alleged misconduct in writing.
- 3.5.3.2. The written advice will contain the allegation/s of misconduct made about the employee and particulars of the allegations(s).
- 3.5.3.3. FRV will appoint an independent person to conduct an investigation into the alleged misconduct. The appointed person must not have any prior personal involvement in the matter.
- 3.5.3.4. FRV will provide the Employee with an opportunity to speak to the investigator if the Employee wishes to do so.
- 3.5.3.5. The investigation will include:
 - 3.5.3.5(a) collecting relevant materials (including exculpatory materials);
 - 3.5.3.5(b) FRV will provide the Employee with an opportunity to speak to the investigator if the Employee wishes to do so;
 - 3.5.3.5(c) speaking with relevant witnesses (including exculpatory witnesses) (at the consent of the employees);
 - 3.5.3.5(d) providing the Employee with particulars to allow the Employee to properly respond to the alleged misconduct;
 - 3.5.3.5(e) seeking an explanation from the Employee and considering any oral and/or written submissions or material the employee may provide in response to the allegations(s); and
 - 3.5.3.5(f) investigating any reasonable explanation made by the Employee for the purposes of verifying the explanation so far as possible. In this regard the employee shall not provide any misleading and/or vexatious explanation.
- 3.5.3.6. In relation to each allegation of misconduct, the investigator will prepare a report and make findings as to whether:
 - 3.5.3.6(a) the allegations is substantiated; or
 - 3.5.3.6(b) the allegation is not substantiated; and
 - 3.5.3.6(c) if the allegation is substantiated the appointed independent person will make recommendations of any appropriate action.

- 3.5.3.7. Where the investigator makes a finding that an allegation is not substantiated, the misconduct process will conclude in relation to any such allegation and the Employee will be informed accordingly.
- 3.5.3.8. As soon as practicable after the investigator has reported and made a finding that any allegation of misconduct is substantiated, the Employee will be provided with the findings and reports of the investigator and the recommended appropriate action.
- 3.5.3.9. The Employee will be given a reasonable time to respond to the Investigator's report, the findings and the recommended appropriate action. Any response must be provided to FRV within 14 days where practicable.
- 3.5.3.10. FRV shall consider the Investigators Report and the Employee's response and advise the Employee in writing of the action FRV proposes to take. If the action proposed diverges from that recommended by the Investigator FRV provide the Employee with its reasons for departing from the recommendation.
- 3.5.3.11. The Employee may accept the action proposed by FRV under Clause 3.5.3.10 or subject to Clause 3.10 may dispute the action proposed and refer the matter to the Fair Work Commission under Step 4 within 14 days where practicable.

3.5.4 Hearing –Step 4

- 3.5.4.1 An employee who disputes an outcome under clause 3.5.3.11 may refer the dispute as Step 4 for conciliation, recommendation or determination by the Fair Work Commission (FWC). A referral for determination will only be by agreement between the parties to the dispute.
- 3.5.4.2 The FWC may convene a hearing. The hearing will be wholly conducted under the rules of the FWC.
- 3.5.4.3 In accordance with 3.5.4.1 and in the event FWC makes a recommendation, the parties will advise the other within 7 days of receiving the FWC recommendation whether or not the FWC's recommendation is accepted and if not the reasons for the rejection of the recommendation and their alternative.
- 3.5.4.3A In the event that a party does not accept the FWC recommendation, after having provided written reasons in accordance with 3.5.4.3 then either party may refer the matter for determination by the FWC only by agreement between the parties to the dispute.
- 3.5.4.4 If the dispute is referred to FWC for determination, the parties to the dispute shall be bound by the determination subject to their rights of appeal to a Full Bench of FWC which appeal shall not require permission but shall be of right.
- 3.5.4.5 The conduct outcome constituted by an accepted FWC recommendation and the conduct outcome of an FWC determination may only be placed on the Employee's personnel file in accordance with Clause 43 of this Workplace Determination (adverse reports).
- 3.5.4.6 All hearings and processes under this clause at the FWC will be conducted in private.

3.6 Dispute Resolution

Disputes relating to or arising from this conduct resolution clause or any concerns as to its non-observance shall be dealt with through the dispute resolution process under the Workplace Determination.

3.7 Workplace Behaviour Policy and Issue Resolution Procedure:

The agreed Workplace Behaviour Policy and Issue Resolution Procedure (Workplace Behaviour policy) and Conduct Investigation Procedure shall be applied in conjunction with and consistently with this Conduct Resolution provision.

3.8 The action to be recommended or determined by the FWC or to be taken by FRV in respect of alleged misconduct under this clause shall be one or more of the following provided that the parties shall not be limited to the following outcomes in respect of Step 1 or Step 2 or a mediated outcome under Clause 1.3.2:

3.8.1 counselling;

3.8.2 a warning;

3.8.3 a reprimand;

3.8.4 transfer for a period of up to 3 months;

3.8.5 demotion to a rank no more than on below the employees' substantive rank for a period of up to 3 months;

3.8.6 or a recommendation to FRV that dismissal shall apply;

3.9 FRV may suspend an employee with pay for the duration of the Investigation Stage under Step 3 and / or the hearing stage under Step 4 in circumstances where suspension is necessary to preserve the integrity of the process or the alleged misconduct is so serious as to render it inappropriate for the employee to remain on duty pending the outcome.

3.10 In the event that a recommendation for dismissal is made, accepted and acted upon by FRV under Step 3, the Employee shall not have a right of referral to the FWC under Step 3 in respect of the dismissal. (Note: Unfair dismissal is regulated by Part 3-2 of the Act.)

3.11 Where employee serious misconduct is alleged, FRV may do any of the following:

a) direct the employee to proceed immediately to perform alternative duties or work at an alternative place of work; or

b) suspend the employee with pay.

In the event that FRV exercises a right to suspend the employee, FRV will:

a) review this decision no later than a date that is four weeks after the commencement of the suspension; and

b) confirm whether the suspension is to continue or is no longer necessary.

FRV will continue to review any decision regarding an employee's suspension every four weeks thereafter until the end of the misconduct process in accordance with this clause.

SCHEDULE 6 - RETURN TO WORK

The following matters and principles apply:

1. FRV will ensure employees are provided 'meaningful work' whilst an employee is injured/ill and after injury/illness.
2. FRV will ensure there is communication with injured/ill workers during the period of their Return to Work.
3. There will be tri party (employee, union and employer) consultation for 'special' cases identified by the UFU.
4. FRV will ensure a speedy return to work process for injured employees.
5. FRV will ensure and provide retraining and skills maintenance where agreed with the UFU that such is required.
6. FRV will provide light duties for injured or ill employees.
7. FRV will reimburse employees for their attendance at medical practitioners of the employees' choosing.
8. Whilst employees are ill or injured FRV will maintain all wages and conditions including allowances.

Objectives

FRV acknowledges their obligations under state and federal legislation as they relate to the provision of safe systems of work and Return to Work (RTW) for employees, including but not limited to the following:

- Accident Compensation Act 1985 (Vic)
- Occupational Health and Safety Act 2004 (Vic)
- And associated Regulations

The purpose of these Principles is to complement those obligations as well as the obligations set out at SCHEDULE 7 - FRV/UFU Occupational Health & Safety Agreement of the **Workplace Determination** (i.e. in the Occupational Health & Safety Policy and Processes Agreements).

The parties recognise that every injury and its effects on an injured employee will be different and consequently every RTW program, while it must comply with the requirements of the relevant Act, must be tailored to the individual needs of the employee concerned

The parties recognise the diversity of the workforce and the varying abilities and types of employees. Accordingly, the process of rehabilitation and RTW must be aimed at returning people to meaningful and decent work irrespective of either a psychological or physical injury. No exit strategies are to be considered.

Prevention

Prevention of workplace injury is paramount and they will implement measures committed to achieving this goal.

When a Claim is Lodged

The parties recognise that efficient and timely intervention and processing of RTW claims greatly contributes to a successful and positive RTW experience for all concerned.

Ongoing Communication and Contact

The parties recognise the frustration and anxiety employees often feel when they are returning to work after an injury.

Accordingly, local management will as a minimum maintain regular (weekly) contact with the injured worker to help facilitate their RTW unless the employee requests less regular contact.

Listening to and seeking the input of injured employees is required.

It is recommended that the injured worker will be regularly supported by visiting their medical practitioner or an adequate rehabilitation provider of their choice for continuity of treatment and history. FRV will bear all such costs. FRV cannot direct workers to use particular medical or rehabilitation providers, such providers are to be determined by the individual employee.

FRV should develop a checklist for the injured worker as to what information is legally required for accessing benefits and assistance to make visits and the RTW process as productive and efficient as possible.

Meaningful Work

A RTW plan must include 'meaningful work' and this will ultimately be determined and agreed between the employee and their union and FRV.

'Meaningful work' includes:

- Work suited to the worker, taking into account the cause of injury
- Work that is consistent with and incorporated into RTW duties as identified in the RTW plan
- Work that is agreed between the injured worker and their treating medical practitioner
- In the first instance, work that can be performed during the employees pre injury hours of work
- Work to ensure workers can return as soon as possible to their full potential and capacity within their community, family and employment
- Work which is determined without regard to the insurers cost assessments

Allowances

Workers on RTW at a work location other than the pre-injury location will be entitled to the Travel Allowance and all out of pocket expenses to and from employment/home.

An injured worker will not lose any pay including Base pay and any pre injury allowances while on any 'return to work'.

An injured worker may nominate a representative (Union member/HSR etc) to provide them with support who will require time release to attend meetings, medical examinations, employer meetings with or on behalf of the injured employee.

In accordance with the Accident Compensation Act 1985, the injured worker shall be reimbursed for out of pocket expenses for attending these appointments including, but not limited to, time release, travel, parking, medical costs etc.

Training

The parties recognise that UFU representatives, HSR's and direct line managers are key people in the successful RTW process. The MFB agrees to release employees for training and reimburse training costs to provide specific RTW training to all concerned.

REHABILITATION

Whilst an employee is absent or on modified duties/hours, FRV will ensure that their normal work is undertaken and that it will not be required to be caught up upon the employees return.

FRV in consultation with the union shall where practicable undertake any workplace or individual workstation modification recommended by a treating medical practitioner/rehabilitation provider. Such modifications shall be undertaken as agreed between the union and FRV but in any case before the incapacitated worker returns to the job.

A worker returning to work on a trial basis shall be permitted to cease work at any time for the purposes of seeking further advice from a doctor, rehabilitation provider or union. Before leaving the workplace the worker shall report to the supervisor.

All suitable employment proposed by FRV will be proposed in writing and will include a detailed description of the proposal and be in accordance with recommendations made by the rehabilitation providers and treating medical practitioners.

FRV shall make every effort to find selected duties in line with the workers doctor or rehabilitation providers recommendation.

A monitoring committee to be approved in line with clause 18 is to be comprised of union and management representative and will be formed to monitor the implementation of this Workplace Determination and oversee all individual rehabilitation programs to ensure timely and effective rehabilitation of injured workers.

Rehabilitation should provide for the total cost of all medical, rehabilitation and other expenses including special aids, childcare, domestic assistance, motor-vehicle and house alterations incurred by the worker.

FRV will ensure that the delivery of benefits is speedy, efficient and fair. FRV accept that delayed payment and treatment will result in physical, psychological and financial hardship to injured workers.

The provisions of this Workplace Determination requiring the timely payment of allowances and overtime apply also to these payments and treatment.

ACCS

All members should be made aware of the free ACCS (Accident Compensation Conciliation Service).

SCHEDULE 7 - FRV/UFU OCCUPATIONAL HEALTH & SAFETY AGREEMENT

INTRODUCTORY STATEMENT

The parties to this **Workplace Determination** recognise the importance of establishing a consultative and co-operative environment for Occupational Health and Safety based on the following agreed principles:

1. FRV is committed to providing a healthy and safe work place, safe working methods, safe plant, machinery and equipment (including Personal Protective Equipment). This is to be achieved through the integration of efficient and equitable Occupational Health & Safety (OH&S) and Rehabilitation programs which are consistent with and complement the legislative requirements of the **Occupational Health & Safety Act 2004** and the **Accident Compensation Act 1985**. FRV, in conjunction with its employees, will strive to achieve the highest practicable standards in the formulation and implementation of Occupational Health & Safety within the workplace having regards to those standards and codes of practices produced by ISO, SAA, NOHSC, WorkSafe Victoria and other Australian and internationally recognised health and safety authorities and FRV OH&S Policy Guidelines and Procedures **and strategies**.
2. Fundamental to the successful implementation of the content of the Occupational Health and Safety Agreement is a commitment to consultation between the parties. This consultation will be best achieved through the involvement of employees, their union and elected designated work group (DWG) health and safety representatives (HSR) in discussions for the ongoing development of OH&S and Rehabilitation policies and procedures.
3. Nothing in this **Workplace Determination and Schedule** shall operate contrary to the Occupational Health & Safety Act 2004 or Accident Compensation Act 1985 as amended from time to time.

CONTENTS: OCCUPATIONAL HEALTH & SAFETY POLICY AND PROCESSES AGREEMENT

- 1. OBJECTIVES**
- 2. AGREED RESPONSIBILITIES**
 - 2.1. Management responsibilities
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 - 2.3. Employee responsibilities
- 3. ISSUE RESOLUTION PROCEDURE**
- 4. STRUCTURAL ARRANGEMENTS**
 - 4.1. Health and Safety Representatives
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 - 4.4. Election of Health and Safety Representatives
 - 4.5. Operational Employees OH&S Sub Committees
 - 4.6. OH&S Policy Sub Committee
- 5. AGREED PRINCIPLES FOR CONTROL OF WORKING ENVIRONMENT**

Appendix A Issue Resolution Process Flowchart

1. OBJECTIVES

It is the policy of FRV to promote and maintain the health, safety and welfare of all employees. The objectives of this Occupational Health and Safety Agreement are:

- (a) to protect all employees against risk to health and safety at work;
- (b) to promote an occupational environment that is responsive to the health, safety and wellbeing needs of staff;
- (c) to eliminate at the source or control risks to health, safety and welfare; and
- (d) to develop co-operative consultative mechanisms for the examination and resolution of occupational health, safety and wellbeing issues.

2. AGREED RESPONSIBILITIES

2.1 MANAGEMENT RESPONSIBILITIES

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

- 2.1.1. maintain and prominently display at the Duty Station/Work Locations at which an employee carries out his or her normal duties (the workplace), a schedule of designated work groups (DWGs) and names and work location of elected health and safety representatives (HSRs);
- 2.1.2. designate and display at the workplace the nominated management representative(s) for each DWG who will be responsible for dealing with health and safety issues;
- 2.1.3. ensure HSRs are given all assistance including release from duty, as required to allow them to carry out their annual OH&S audits and site visits as required;
- 2.1.4. implement an agreed Schedule for site visits;
- 2.1.5. ensure HSRs are immediately made available to assist with the investigation of accidents, hazardous situations and dangerous occurrences, and take remedial action as far as practicable to eliminate and/or control any hazardous and/or dangerous situation
- 2.1.6. ensure that risks to health and safety are controlled through the progressive application of the preferred hierarchy of control i.e. elimination, substitution, isolation, engineering and administrative control including the use of personal protective equipment;
- 2.1.7. consult with HSRs and the Union, in preparing OH&S guidelines. Any new or changed guidelines to be submitted to Health and Safety Policy Sub Committee for recommendation to the Fire Rescue Commissioner for endorsement ;
- 2.1.8. inform employees of identified hazards which have a potential to cause injury or illness and to take all steps necessary to eliminate or reduce the risk of injury and illness to employees;
- 2.1.9. provide and maintain protective equipment and clothing and replace on an 'as required' basis as agreed by the parties through the provisions of contained within this Schedule. Protective equipment is at all times to be certified by the Standards Association of Australia and/or any other international standards organisations.

- 2.1.10. provide appropriate information and training on the need for and use of personal protective equipment and clothing to eliminate or reduce risk;
- 2.1.11. ensure adequate consultation by:
 - (a) establishing a mechanism to enable and facilitate consultation with both HSRs and operational employees.
 - (b) consulting with individual HSRs on any OH&S issue affecting his /her DWG;
 - (c) consulting with the Operational Employees OH&S Sub Committee where OH&S issues affect more than one DWG.
- 2.1.12. display a copy of this Schedule at each workplace and any relevant information sufficient to enable employees to carry out their tasks without risk to their health and safety and such relevant information will be provided in a form that is accessible and easily understood by such employees;
- 2.1.13. organise and carry out environmental monitoring programs where appropriate in consultation with HSRs;
- 2.1.14. make provision for, and encourage within each workplace, the reporting of occupational health and safety issues by all employees;
- 2.1.15. monitor employees' health and safety at work and the conditions of the workplace that are under FRVs' control;
- 2.1.16. maintain appropriate information and records relating to employees' health and safety;
 - (a) without breaching employee confidentiality, in accordance with the OH&S Act 2004, provide the OHS Policy Sub-Committee and the UFU with relevant aggregate injury/illness and /or accident /incident /issues reports and data on a monthly basis;
 - (b) without breaching employee confidentiality, in accordance with the OH&S Act 2004, provide HSRs with relevant aggregate injury /illness and /or accident /incident /issues /reports and data applicable to their DWG;
- 2.1.17. at all workplaces, FRV shall in addition to ensuring compliance with OH&S legislation, (including Regulations and Codes of Practice made under that legislation), pursue best practice in occupational health and safety management, utilising systems endorsed in accordance with Clause 18 - Consultation;
- 2.1.18. ensure that Supervisors /Managers work co-operatively with health and safety representatives and OH&S Committees in implementing this Schedule and agreed policies and procedures; and
- 2.1.19. ensure that no action is taken against an employee:
 - (a) for reporting or making a complaint about a health, safety or welfare matter
 - (b) providing information to assist an investigation;
 - (c) following directions given by a health and safety representative or V.W.A. Inspector in accordance with the Issue Resolution Flowchart (Appendix A)

- 2.1.20. FRV shall establish procedures to ensure that HSRs are immediately notified about all accidents and incidents within their D.W.G.
- 2.1.21. FRV shall ensure that HSRs once elected will not have their substantive position relocated outside their D.W.G.
- 2.1.22. provide release from duty or pay overtime for any additional hours worked by HSRs to perform their function and / or duties including attendance at training and committee meetings that require the presence of a HSR.
- 2.1.23. ensure HSRs are released from duty to attend Victorian WorkCover Authority or FRV authorised OH&S seminars and / or functions.
- 2.1.24. ensure HSR's are released from operational duties to attend health and safety meetings and designated employee representatives are released to attend the Health and Safety Policy Sub Committee and Operational Employees OHS Sub Committee meetings.

2.2 UNION RESPONSIBILITIES

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

- 2.2.1 working with Management to develop and maintain a safe and healthy workplace;
- 2.2.2 encouraging all employees to participate in designated work groups at local levels;
- 2.2.3 encouraging employees to nominate and seek election as health and safety representatives for each designated work group;
- 2.2.4 encouraging all employees to follow this Schedule and health and safety policies and procedures implemented following consultation under clause 18; and
- 2.2.5 encouraging all employees to follow hazard management procedures and the Issue Resolution Flowchart (Appendix "A") for resolution of OH&S issues.
- 2.2.6 in order to ensure the integrity of agreed OH&S policies and processes in this document, the UFU (Union) will endeavour to ensure that these are not confused with unrelated industrial issues. This clause is not to be interpreted as restricting in anyway the rights and entitlements of employees as described in the Fair Work Act 2009.

2.3 EMPLOYEE RESPONSIBILITIES

Employees will observe the provisions of this **Schedule** by:-

- 2.3.1 following any policies / work procedures which have been endorsed following consultation under clause 18 as a control measure to reduce the risks of occupational injury / illness;
- 2.3.2 reporting health and safety issues to their relevant line manager and the HSR and take all steps reasonably necessary to isolate a hazard, including leaving the work area where the risk is immediate and /or threatening the health and safety of the employee/s;
- 2.3.3 using personal protective equipment supplied by FRV and as per clause 2.1.9.
- 2.3.4 not wilfully or recklessly interfering with or misusing anything provided in the interests of health, safety or welfare;

- 2.3.5 not placing at risk the health and safety of others;
- 2.3.6 co-operating in the investigation of any incident or matter arising as required under the Occupational Health and Safety Act 2004;
- 2.3.7 co-operating with FRV with respect to any action taken to comply with any requirement imposed by or under the Occupational Health and Safety Act 2004; and
- 2.3.8 abiding by the Hazard Management and Issue Resolution Procedures under this Schedule.
- 2.3.9 participating in agreed health and safety programs.

3. ISSUE RESOLUTION PROCEDURE

- 3.1 The parties will participate in and abide by the agreed FRV Work Health and Safety Issue Resolution Procedure ORG 105 and Issue Resolution Process Flowchart that is attached to ORG Procedure 105 F1
- 3.2 The Issue Resolution Procedure contained within this Schedule is subject to clause 18 –Consultation and 24 –Dispute Resolution of this Workplace Determination.

4. STRUCTURAL ARRANGEMENTS

4.1 HEALTH AND SAFETY REPRESENTATIVES

The role, rights and functions of the HSR include:-

- 4.1.1 playing a constructive and responsible role with regard to workplace health and safety as per their entitlements as detailed in the Occupational Health and Safety Act 2004
- 4.1.2 representing members of the DWG in consultations concerning development, implementation and review of measures to ensure their health and safety;
- 4.1.3 inspecting any part of the DWG's workplace after giving notice to FRV. After giving reasonable notice, time shall be allowed for HSRs to talk to workers in the course of inspecting the workplace;
- 4.1.4 being informed immediately of any accident, injury, hazardous situations, dangerous occurrences or immediate risks at the workplace and participating in the accident investigation procedure. (This includes receiving a copy of any relevant FRV Safe or incident reports);
- 4.1.5 being present at any interview relating to an OH&S issue between an employee and a V.W.A. Inspector and / or management representative, with the consent of the employee. Prior to being interviewed, any employee shall be informed of their right to have an HSR or Union representative present with them throughout the interview.
- 4.1.6 being provided by FRV in accordance with OH&S Act 2004 with the following information:
 - (a) material safety data sheets prior to the introduction of new products and substances to be used in the workplace;
 - (b) notification and copies of any reports commissioned by management in respect of or relating to OH&S matters and any subsequent action proposed as a result of those reports;

- (c) all information provided by manufacturers, suppliers and installers of plant and equipment;
- (d) aggregate injury/disease records;
- (e) accident/injury reports;
- (f) access to relevant legislation/regulations, standards, codes of practice such as issued by SAA, NOHSC, WorkSafe Victoria etc.

All information should be available in either hard or electronic format and in a form readily understood by HSRs and employees;

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

If in the opinion of the HSR after such consultation the problem still exists and is an immediate threat to the health and safety of employees the HSR is empowered to instruct those employees to cease work. (see 3.4 of this **Schedule** or the OH&S Act 2004);
- 4.1.9 consulting with other HSRs for the purpose of discussing health and safety issues;
- 4.1.10 attending official seminars/meetings with other HSRs for purposes of discussing OH&S issues;
- 4.1.11 in consultation with FRV being provided with paid time off work as is considered necessary to perform their functions or duties prescribed in the OH&S Act 2004;
- 4.1.12 undertaking paid overtime as is considered necessary to perform their functions and/or duties;
- 4.1.13 being invited to accompany a V.W.A Inspector during workplace inspections after receiving the appropriate prior notification. This right may be delegated to another HSR if the Representative is unable to attend;
- 4.1.14 the Representative will be provided with information regarding the Inspector's observations or actions in relation to the workplace;
- 4.1.15 consulting with the management OH&S representative on at least a monthly basis and also with any external health and safety personnel retained by FRV if required; and
- 4.1.16 nomination of an alternate to carry out his/her role and function during periods of the elected HSR's absence e.g. annual leave.

4.2 TRAINING

FRV will provide HSRs with release from duty to attend approved OH&S training courses, during which time they will be deemed to be on duty for the purpose of pay and entitlements.

- 4.2.1 FRV shall ensure an elected HSR attends an approved OH&S training course within three months of their appointment.

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

4.3 FACILITIES

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

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

4.4 ELECTION OF HEALTH AND SAFETY REPRESENTATIVES

HSR elections will be conducted by the UFU Returning Officer to elect one HSR and one Deputy HSR for each DWG, in accordance with the provisions of the Occupational Health and Safety Act 2004.

4.5 OPERATIONAL EMPLOYEES OH&S SUB COMMITTEE

- 4.5.1 The parties will convene the Operational Employees OH&S Sub Committee at least every second month.
- 4.5.2 The conduct, operation and membership of the Sub Committee will be determined via consultation under clause 18.

- 4.5.3 The function of the Sub Committee is to act as a review and advisory body that provides recommendations for consideration and further action following consultation under clause 18, regarding relevant OHS matters that effect operational employees.

4.6 OHS POLICY SUB COMMITTEE

- 4.6.1 The parties will convene the OH&S Policy Sub Committee at least every second month.
- 4.6.2 The conduct, operation and member of the Sub Committee will be determined via consultation under clause 18.
- 4.6.3 The function of the Sub Committee is to act as a review and advisory body that provides recommendations for consideration and further action regarding relevant OH&S policy and doctrine matters that affect all employees.
- 4.6.4 Without breaching employee confidentiality, in accordance with the OH&S Act 2004, provide relevant aggregate injury/illness and/or accident/incident/issues reports and data on a two-monthly basis.

5. AGREED PRINCIPLES FOR CONTROL OF WORKING ENVIRONMENT

- 5.1 FRV will compile and keep up-to-date information of all known sources of health and safety hazards in the workplace e.g. sources of noise, radiation, asbestos, chemicals etc. Information will be available for regular review by the Operational Employees OHS Sub Committee. Each Health and Safety Representatives will have access to the information, including:
- (a) location and type of source of hazard;
 - (b) environmental monitoring records;
 - (c) agreed safe working procedures;
 - (d) health and safety effects of the hazard;
 - (e) standards, legislation/regulations, Codes of Practice etc applying to the hazard;
 - (f) recommendations, directions etc issued with respect to a hazard source, and agreed program for control of the hazard.
- 5.2 The information shall be available in such languages as appropriate, in accordance with the OH&S Act 2004.
- 5.3 FRV will compile and keep up-to-date a Chemical Register of all toxic materials used by its workforce, which will be available for regular review by the Operational Employees OHS Sub Committee. Each Health and Safety Representative will have access to a copy of the complete Chemical Register
- 5.4 Subject to the OH&S Act 2004 no new chemical or physical agents or new installation or processes shall be introduced into the workplace until sufficient available data concerning their likely health effect have been evaluated, and their use subsequently endorsed following consultation under clause 18. In the case of chemicals, full available data on chemical identity and toxicity will be supplied. Summaries of information on new chemicals shall be made available upon request.
- 5.5 Subject to the OH&S Act 2004, all new equipment purchased by FRV should have reference to standards (developed by the manufacturer, industry, or by such bodies as the ISO, SAA, NOHSC, and WorkSafe Victoria) designated to minimise the potential adverse health and

safety effects. No new equipment shall be introduced until sufficient data concerning likely health and safety effects has been evaluated.

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

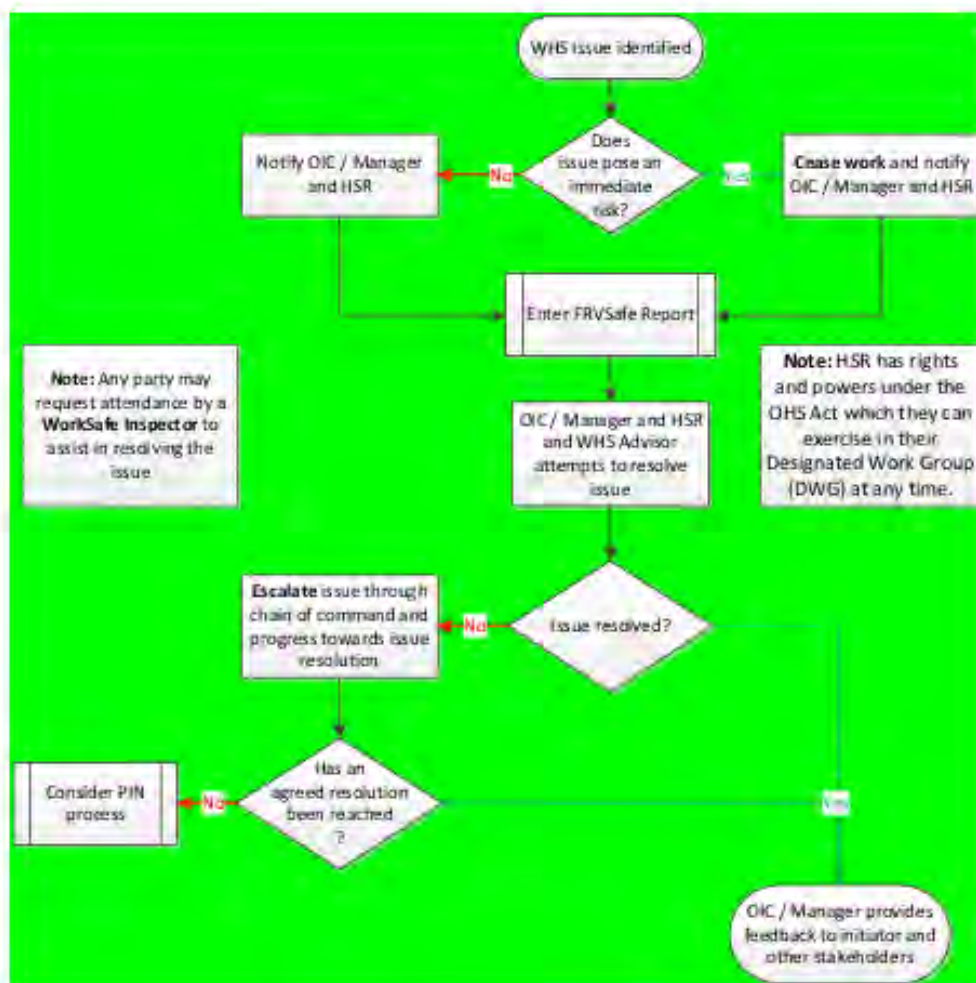
Results of all environmental monitoring will be provided to the Health and Safety Representatives and to the Union. Results of personal monitoring will be provided to individuals concerned with a written statement explaining the meaning of the result(s). All personal monitoring results will be confidential,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

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

Results of and trends revealed by the medical monitoring will be reported via clause 18 with appropriate recommendations. Results of medical monitoring will be provided in coded form to protect individual identities.

APPENDIX A

Issue Resolution Process Flowchart



SCHEDULE 8 - SENIOR OPERATIONAL PERSONNEL RANK ALIGNMENT

[Explanatory note: Tables of wage rates in this Schedule to be inserted and provided through the intractable bargaining workplace determination process noting the Minister / FRV's position is that there be 4 annual increases of 3% from 1 July 2025. To be provided]

The following Schedule contains the agreed position of FRV and UFU as outlined in FWC Recommendation published by Deputy President Gostencnik on 7 October 2020 (and amended to reflect the 2.5% administrative increase** to the figures effective 1 January 2021).

In this Schedule, Division A means Division 2 and Division B means Division 3.

1. The Division A (former MFB) Commanders will be aligned with the Division B (former CFA) Commanders (Table 3).
2. The Division B (former CFA) Assistant Chief Fire Officers will be aligned with Division A (former MFB) Assistant Chief Fire Officers (Table 1).
3. There will be 3 interim transitional wage progressions for Division B (former CFA) Assistant Chief Fire Officers and 3 ongoing paypoints for the Assistant Chief Fire Officer classification (Table 1).
4. There will be 3 interim transitional wage progressions for Division B (former CFA) Assistant Chief Fire Officers (Regional Commanders) and 3 ongoing paypoints for the Assistant Chief Fire Officer classification (Table 2).
5. There will be 2 interim transitional wage progressions for Division A (former MFB) Commanders and 4 ongoing paypoints for the Commander classification (Table 3).
6. Wages and rank alignments will be as set out in Tables 1-3 in this Schedule.
7. The figures in the Tables 1-3 in this Schedule reflect any increases provided for as part of this Workplace Determination.

Table 1 - Division B Assistant Chief Fire Officers aligned to Division A Assistant Chief Fire Officers

[Explanatory note: Table of wage rates to be inserted and provided through the intractable bargaining workplace determination process noting the Minister / FRV's position is that there be 4 annual increases of 3% from 1 July 2025. To be provided]

Table 2 - Division B Assistant Chief Fire Officers (Regional Commanders) aligned to Division A Assistant Chief Fire Officers

[Explanatory note: Table of wage rates to be inserted and provided through the intractable bargaining workplace determination process noting the Minister / FRV's position is that there be 4 annual increases of 3% from 1 July 2025. To be provided]

Table 3 - Division A Commanders aligned to Division B Commanders

[Explanatory note: Table of wage rates to be inserted and provided through the intractable bargaining workplace determination process noting the Minister / FRV's position is that there be 4 annual increases of 3% from 1 July 2025. To be provided]

SCHEDULE 9 - DIVISION 1 BREATHING APPARATUS SCHEDULES

Breathing Apparatus (BA)

Operational Procedures

Contents

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Breathing Apparatus

Operational Procedures

Introduction

Toxic atmospheres caused by heat, smoke or toxic gases are among the many hazards that emergency service personnel face when performing their duties.

The use of Self Contained Breathing Apparatus (SCBA), commonly known as Breathing Apparatus (BA) contributes to the safety of personnel entering a possibly hazardous atmosphere.

Breathing apparatus is used to support life in conditions under which it would otherwise be impossible for human beings to breathe. In order to fully understand the principles that govern the use of breathing apparatus, it is first necessary to understand the process of respiration and the composition of the atmosphere.

Responsibility

Incident Controller

The Incident Controller (IC) is responsible for ensuring that Firefighters and all other personnel who enter a hazardous atmosphere are properly protected.

Firefighter

1. All Firefighters are to ensure their own safety. The following are the fundamental expectations of firefighters using BA:
 - Don BA in fresh air.
 - Work in teams of at least two (2).
 - Select the designated fireground channel on portable radios.
 - Deposit BA tally tags at a BA entry prior to entering a building.
 - Enter correct and relevant details on the BA tally tag
 - Report to the BA entry and collect their BA tally tags on exiting the fire/incident. There must be a separate record for each re-entry.
 - Check time out/low-air periodically.
 - Exit the fireground accompanied by at least one (1) other member of the team when the cylinder pressure gauge of their BA reaches a pre-determined level, or the cylinder low-air warning signal operates.
 - Proceed toward the sound of a full alarm or distress signal. Rendering assistance is to take precedence over the work in hand. Communication of the situation to BA Entry Officer/IC is required.
 - All crews will withdraw immediately upon the operation of the evacuation alarm.
 - Use guidelines on the instruction of the IC.
 - Report to BA Service after collecting BA tally tags from the BA entry (if one is in operation).
 - On operation of the evacuation alarm, all crews will withdraw immediately

When to wear BA

BA is to be donned at any alarm of fire or hazardous incident prior to investigation of the call.

The IC, after conducting a dynamic risk assessment, will determine whether BA will be used by the crew members. The IC will also determine when BA is no longer required.

Where there is a hazardous atmosphere risk, firefighters need not wait for an order from the IC to use BA and/or other respiratory protection.

BA Stage 1 and 2

The Breathing Apparatus procedure is made up in two (2) stages—Stage 1 and Stage 2.

Stage 1

BA Stage 1 is implemented in situations where it has been necessary to use BA. BA entry procedures should be implemented (when resources are available) however the BA entry point initially may or may not be supervised.

Duties of the Incident Controller

- The duties of the Incident Controller are as follows:
- Communicate BA Stage 1 in operation in Wordback.
- Ensure adequate numbers of personnel dressed for emergencies.
- Determine and implement any communication procedure that may be required.
- Check status of tally board and BA operators at all times.

Stage 2

BA Stage 2 is implemented where the IC determines that BA operations may be over a protracted period, under severe conditions or will involve the use of a number of BA operators. It is instituted for all fires and incidents where a BA Bus is in attendance, and not be instigated unless a BA Bus is on scene.

The IC will implement Stage 2 procedures as per the following:

- Request attendance of BA Bus (if not already in attendance).
- Direct the Breathing Apparatus Control Officer (BACO) to establish an entry point. This will be known as the BA entry and have an Officer, or a nominated person, to take charge of it.
- If the situation requires more than one (1) entry point, establish BA entry for each point of entry. Each entry point to be identified in a distinctive way, e.g. BA entry Sector 1.
- Provide each BA entry with a BA control board to which will be attached the BA tally tags of all BA operators operating from that point. The following additional information is to be recorded on the BA control board in respect to each BA tally tag:
 - –low-air / time of whistle
 - –location of teams
- Transfer the BA tally tags of firefighters who may already be at work under Stage 1 procedure to the appropriate BA control board by the person who was previously in charge. That person will then hand over responsibilities as directed.

Duties of Breathing Apparatus Control Officer (BACO)

The duties of the BACO are as follows:

- Supervise BA service, entry points and all BA requirements.
- Set up the Emergency Signal Unit (ESU).
- As directed by the IC, have an adequate number of firefighters available and dressed in BA as reliefs, and to order them to the appropriate BA entry in time to enable operational personnel to carry out their responsibilities.
- Liaise with BA entry, BA service.
- Liaise with the IC and Operations Officer on BA strategies and tactics and send periodic reports to the IMT.
- Notify the IC of unaccounted firefighters for activation of relief crews.

Duties of BA Entry Officer (BAEO)

The duties of the person in charge of BA entry are as follows:

- Establish a BA control board at the BA entry point and obtain the tally tags of BA operators operating from that point.
- Relieve firefighters at the appropriate time according to the record.
- As directed by the IC, have sufficient firefighters standing by for relief purposes throughout the time the BA entry is operating.
- Have at least two (2) firefighters standing by dressed in BA for emergency purposes.
- Initiate a relief team in consultation with the IC when necessary, such as firefighters failing to report when due out.
- Conduct a Personnel Accountability Report (PAR) if requested.
- Send periodic reports to the BACO indicating the number of BA in use, personnel requirements.

Note: Evacuation Signals

Evacuation

Three short blasts at one second duration each.

Quiet or cease operations

One continuous blast for three seconds.

Resume operations

One blast for three seconds, followed by a one second blast.

At the completion of each signal, a pause of three seconds shall occur and then the signal sequence shall be repeated continuously until it is determined the signal can cease.

NB: The use of these signals does not negate the need for the evacuation order to be relayed via radio transmission on the fireground.

A BA service facility is to be set up at the most convenient site for easy access and communication with all BA entry points.

Duties of BA Service

When BA operators withdraw, after collecting their BA tally tags from the BAEO, they must report to the BA service (if one is in operation).

A BA service facility is to be set up at the most convenient site for easy access and communication with all BA entry points.

The duties of BA service are as follows:

- Meet the service requirements of BA and other equipment.
- Ensure that sufficient equipment is available for the servicing of BA.
- Send periodic reports to the BACO.

Change of shift procedures for BA Operators

- There are six (6) visual and six (6) functional checks and tests that must be completed on the BA at the change of each shift or after the replacement of a cylinder.
- It is the duty of BA operators to perform the following tasks at change of shift:
- Carry out general checks of BA as per the procedures detailed in this chapter.
- Record relevant information on the BA tally tag (name of operator, station number and cylinder pressure).
- Check that BA control board is in order and available for use (clock and chinagraph pencil).
- Check time on BA control board corresponds with time on Station Turn Out (STO) system in the watch room, make necessary adjustments to BA control board clock if required.
- Check that personal lines and guidelines are available.

Report result of check to Officer-in-Charge.

Note: Further detail about BA procedures is contained in the Operate BA Open Circuit Resource Manual PUA FIR207B which is updated periodically through consultation between the Parties.

SCHEDULE 10 - [Blank]

SCHEDULE 11 – [Blank]

SCHEDULE 12 - FRV EMERGENCY RESPONSE TRAINING FRAMEWORK

Fire Rescue Victoria (FRV) Emergency Response Training Framework

November 2021

1. Introduction

Established from July 1 2020, Fire Rescue Victoria (FRV) will serve metropolitan Melbourne, outer urban areas and larger regional centres across Victoria. The creation of FRV is a product of the reforms detailed in the Firefighters' Presumptive Rights Compensation and Fire Services Legislation Amendment (Reform) Act 2019.

The purpose of the FRV Emergency Response Training Framework is to document FRV's transition into an operational training system that delivers the requirements of relevant fire industry competency standards in the PUA- Public Safety Training Package (PTSP). The framework is a culmination of an alignment process of the MFB Emergency Response Training Framework 2016 and the CFA Emergency Response Training Framework 2010. The FRV Emergency Response Training Framework shares its basis with these preceding agreed frameworks by retaining their foundations that occurred historically. Such an alignment process ensures the critical standardisation of training for a state-wide capability.

The development of the FRV Emergency Response Training Framework involved an alignment process by relevant industry and operational personnel –all of whom hold expertise in training and operational knowledge.

Key outcomes of the alignment have included:

- A transition from PUA 12- Public Safety Training Package to the current PUA- Public Safety Training Package
- An agreed Training Framework that reflects current industry standards which address the complexities of a State-wide capability
- Competency requirements expected at each rank within FRV, detailing the training pathways required for career progression
- Competency requirements for specialised operational training

2. The FRV Emergency Response Training Framework

The FRV Emergency Response Training Framework is based on the current PUA –Public Safety Training Package, Fire sector qualifications. The qualifications in this framework extend from Certificate II to Advanced Diploma to meet the training needs for Firefighter Level 1 through to the rank of Commander. The transition of these qualifications from the previous MFB/CFA Training Frameworks, to the current framework, is mapped in the table below.

Superseded Qualification	Current Qualification	Alignment
PUA20613 - Certificate II in Public Safety (Firefighting and Emergency Operations)	PUA20619 - Certificate II in Public Safety (Firefighting and Emergency Operations)	Equivalent
PUA30613 - Certificate III in Public Safety (Firefighting and Emergency Operations)	PUA30619 - Certificate III in Public Safety (Firefighting and Emergency Operations)	Equivalent
PUA40313 - Certificate IV in Public Safety (Firefighting Supervision)	PUA40319 - Certificate IV in Public Safety (Firefighting Supervision)	Equivalent
PUA50513 - Diploma of Public Safety (Firefighting Management)	PUA50519 - Diploma of Public Safety (Firefighting Management)	Equivalent
PUA60513- Advanced Diploma of Public Safety (Firefighting Management)	PUA60519-Advanced Diploma of Public Safety (Firefighting Management)	Equivalent

In addition to the above qualifications there are 5 imported Units to meet the training needs for the rank of Assistant Chief Fire Officer (ACFO).

These Units include:

BSBFIN801	Lead Financial Strategy Development
BSBPMG534	Manage Project Human Resources
BSBINS601	Manage Knowledge and Information
BSBST801	Lead Innovative Thinking and Practice
BSBST601	Manage Innovation and Continuous Improvement

Delivering the PSTP Qualifications

The implementation of the FRV Emergency Response Training Framework requires FRV, as a registered training organisation, to adhere to the relevant standards for registered training organisations. Further, it is additionally critical that FRV delivers and assesses the training in a manner that adheres to the endorsed components of the PSTP and refers to the non-endorsed PTSP Companion Volume Implementation Guide.

Contextualisation of Units of Complexity

FRV, where required, will contextualise units of competency to reflect and address organisational requirements. Contextualisation could involve additions or amendments to the unit of competency to suit particular delivery methods, learner profiles, specific enterprise equipment requirements, or to meet organisational needs. However, the integrity of the overall intended outcome of the unit of competency must be maintained.

Any contextualisation of units of competency in the Training Package must be within the bounds of the following advice:

- must be guided by the Standards for Training Packages and the relevant training package contextualisation guidelines.
- must not remove or add to the number and content of elements and performance criteria.
- may add specific industry terminology to performance criteria where this does not distort or narrow the competency outcomes.
- may add detail to the evidence guide in areas such as the critical aspects of evidence or resources and infrastructure required where these expand the breadth of the competency but do not limit its use.

Implementing the Framework

The FRV Emergency Response Training Framework should be approached as a dynamic rather than a static set of training programs that can be altered to meet emerging needs of the organisation and the environment it operates in. Any such alteration¹, however, must be established in a consultative process between FRV and UFU.

The proposed framework is set out in Tables 1, 2, 3, 4, 5, 6 and 7 (see Appendix) of this document and identifies the training requirements for promotion and specialist skills:

- Table 1 indicates all Unit requirements to achieve qualified firefighter status.
- Table 2 indicates the rank at which Units are completed. Units may however be commenced at ranks prior to this rank.
- Table 3 indicates additional FRV requirements at each level.
- Table 4 identifies the units of competency encompassing FRV specific training requirements. Where an individual has completed units externally by another RTO, FRV must recognise the AQF Qualifications and Statements of Attainment issued. However, where FRV-specific training requirements exist, individuals will be required to undertake further training and assessment to ensure these are met and to comply with safety and duty of care obligations.
- Table 5 indicates FRV specific Specialist training requirements.
- Table 6 identifies FRV accredited Courses
- Table 7 identifies AFCCO units

It is recommended that this Training Framework is implemented and complied with from the date in which it is endorsed by FRV and UFU. Where organisational resources do not allow for the implementation of the Framework in line with this Schedule and Registered Training Organisation (RTO) requirements, the

¹ Note: alteration refers to the alteration of the framework, guidelines, delivery methodology and resources developed to support the implementation of the framework.

matter should be referred to a joint UFU / FRV consultative group so alternative arrangements can be established.

3. The Recognition Process

During a transition period into the FRV Emergency Response Training Framework, credit transfer and Recognition of Prior Learning (RPL) will be used to recognise previous training. FRV accepts and provides credit to learners for units of competency (unless licensing or regulatory requirements prevent this) where these are evidenced by authenticated documentation, as required by RTO standards.

However, it must be reiterated that where FRV-specific training requirements exist, individuals will be required to undertake further training and assessment to ensure these are met and to comply with safety and duty of care obligations.

When endorsement of the FRV Emergency Response Training Framework is achieved, FRV, as a RTO, will ensure all personnel have Units of Competency officially recognised according to their rank.

4. Delivery Methodology

Recruit firefighter training course is the FRV delivered recruit training course referred to in SCHEDULE 12 - FRV Emergency Response Training Framework and in which training occurs in the units referred to as the Firefighter Level 1 (Recruit) units in table 1 and the recruit course level FRV specific requirements from table 3 and table 4 or:

- (a) the Victorian Recruit Firefighter Course as implemented between the parties in accordance with clause 85 –Victorian Firefighter Recruit Course; or
- (b) the recruit training course previously delivered by the MFB.

Firefighter Level 1 units are the level 1 units in tables 1 and 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Firefighter Level 1 level FRV specific requirements from table 3 and table 4.

Firefighter Level 2 units are the level 2 units in table 1 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Division 2 Firefighter Level 2 level FRV specific requirements from table 3 and table 4.

Firefighter Level 3 units are the level 3 units in table 1 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Firefighter Level 3 level FRV specific requirements from table 3 and table 4.

Qualified Firefighter units are the Qualified Firefighter units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Leading Firefighter level FRV specific requirements from table 3 and table 4.

Leading Firefighter units are the Leading Firefighter units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Leading Firefighter level FRV specific requirements from table 3 and table 4.

Command and Control units are the command and control units of the Leading Firefighter units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Leading Firefighter Level 1 level FRV specific requirements from table 3 and table 4.

Station Officer units are the Station Officer in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Station Officer Level FRV specific requirements from table 3 and table 4.

Senior Station Officer units are the Senior Station Officer units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Senior Station Officer Level FRV specific requirements from table 3 and table 4.

Commander units are the Commander units in table 2 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the Commander Level FRV specific requirements from table 3 and table 4.

ACFO units are the ACFO units in table 7 of SCHEDULE 12 - FRV Emergency Response Training Framework with the inclusion of the ACFO level FRV specific requirements from table 3, or agreed units which will provide a pathway to a Graduate Certificate in Management qualification for newly appointed ACFO's.

All training and assessment, including RPL, will be undertaken by appropriately qualified operational training staff at the approved training sites and venues in compliance with the relevant RTO Standards and Guidelines.

This extends to ensuring all necessary equipment and resources are provided.

Skills will be acquired at a point where the individual then has the opportunity to apply them on the job. That is, individuals will be only recognised for Units of Competency directly applicable to their rank as per the FRV Emergency Response Training Framework. Therefore, individuals should be encouraged not to acquire skills they will be unable to utilise in their current rank.

Note: All resources supporting a given program within the framework should be made available prior to the beginning of the program. This will ensure that no staff member is disadvantaged as a result of FRV failing to have all resources available in time for delivery.

5. Actions

1. The FRV Emergency Response Training Framework be implemented from the date of endorsement by all parties.
2. FRV will continue to update any changes to the current PUA –Public Safety Training Package to its Scope of Registration.
3. Once the qualifications are updated, FRV is to recognise operational staff to be qualified in line with Table 2 and Table 5.
4. **No individual** will be disadvantaged as a result of the implementation of the FRV Emergency Response Training Framework.
5. **The principles outlined in this document apply.** Any alteration² or dispute arising from interpretation of these principles must be **implemented** using consultative mechanisms in place between FRV and the UFU.
6. Implementation of this Framework is undertaken in compliance with the RTO status expectations of FRV and adheres to the requirements set out in the PUA PSTP.

² Note: alteration refers to the alteration of the Framework, guidelines, delivery methodology and resources developed to support the implementation of the Framework.

Appendix

Table 1:

Proposed alignment between PUA Public Safety Training Package (PSTP) and Firefighter Levels 1, 2 and 3.

Table 2:

Proposed alignment between the PUA PSTP and FRV promotional courses.

Table 3:

FRV specific requirements in Training Framework.

Table 4:

PUA PSTP competency standards encompassing the FRV specific standards.

Table 5:

Indicates FRV specific Specialist training requirements.

Table 6:

Identifies FRV accredited Courses

Table 7:

Identifies ACFO Units

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Recruit/Continuation Training	Leading Firefighter	Station Officer	Senior Station Officer	Commander	Assistant Chief Fire Officer
• Specialist Appliances • Fire Duty • FIA • HR Functions • <i>c. Employment opportunities</i> • <i>c. OHS</i> • ICS/GARS • Organisational Policies • and Guidelines Procedures • Emergency Medical Response • Operation of specific appliances and equipment	• The role of Leading a Firefighter • Introduction to Conflict Resolution and Negotiation skills • Fire Safety • ICS/GARS • Emergency Management Arrangements • Organisational Policies Procedures and Guidelines • Operation of specific appliances and equipment • AIMS	• Role of a Station Officer • Demeriting and Counselling procedures • Support Agencies • Specialist Appliances and departments • FRV Acts / Regulations / SOPs • Introduction to Disaster Management • ICS/GARS • FIA / arson squad • Community Safety • Relevant Acts / Regulations Awards and Procedures • Emergency Management Arrangements • Organisational Policies Procedures and Guidelines	• Role of a Senior Station Officer • Various Acts • ICS/GARS • Interpersonal Skills • Community Safety • Risk Management • Relevant Acts, Regulations, Awards and Procedures • Coroners Act • Industrial Relations • Emergency Management Arrangements • Organisational Policies Procedures and Guidelines	• Commander responsibilities • ICS / GARS • Inter-agency Liaison • Interpersonal Skills • Community Safety • Risk Management • Relevant Acts, Regulations, Awards and Procedures • Emergency Management Arrangements • Organisational Policies Procedures and Guidelines	• Assistant Chief Fire Officer Responsibilities • ICS / GARS • Inter-agency Liaison • Relevant Acts, Regulations, Awards and Procedures • Emergency Management Arrangements • Organisational Policies Procedures and Guidelines

PAJAS016 Respond to an Active Emergency (Responding to an Emergency Situation)		PAJAS018 Respond to an Active Emergency (Responding to an Emergency Situation)		PAJAS019 Respond to an Active Emergency (Responding to an Emergency Situation)		PAJAS020 Respond to an Active Emergency (Responding to an Emergency Situation)	
PAJAS016 Respond to an Active Emergency (Responding to an Emergency Situation)		PAJAS018 Respond to an Active Emergency (Responding to an Emergency Situation)		PAJAS019 Respond to an Active Emergency (Responding to an Emergency Situation)		PAJAS020 Respond to an Active Emergency (Responding to an Emergency Situation)	
CODE	CORE UNITS	CODE	CORE UNITS	CODE	CORE UNITS	CODE	CORE UNITS
PAJAS016U01	Prepare, maintain and test response equipment	PAJAS018U02	Suppress fire and fire	PAJAS019U02	Control a Level 1 incident	PAJAS020U01	Promote the organization's mission and services
PAJAS016U02	Respond to carbon fire	PAJAS018U03	Early medical intervention and hazardous materials incident	PAJAS019U03	Control hazards and obstructions	PAJAS020U02	Manage the organization's public safety responsibilities
PAJAS016U03	Operate breathing apparatus and other	PAJAS018U04	Operate pumps	PAJAS019U04	Lead, manage and develop teams	PAJAS020U03	Manage human resources
PAJAS016U04	Plan and report	PAJAS018U05	Remove hazardous materials	PAJAS019U05	Manage a multi-team sector	PAJAS020U04	Manage financial resources
PAJAS016U05	Operate communications systems and equipment	PAJAS018U06	Incident size	PAJAS019U06	Manage operations for a Level 2 incident		
PAJAS016U06	Participate in a rescue operation	PAJAS018U07	Drive vehicles and/or operational resources	PAJAS019U07	Promote a learning environment in the workplace		
PAJAS016U07	Work in a team	PAJAS018U08	Maintain safety at an incident scene	PAJAS019U08	Implement and monitor organizational work, health and safety policies, procedures and programs		
General Behavior Units Group		General Behavior Units Group		Elected Units Group A		Elected Units Group A	
PAJAS016U08	Communicate in the workplace	PAJAS018U09	Foster a positive organizational image in the community	PAJAS019U09	Develop community awareness programs	PAJAS020U09	Implement information and knowledge management systems
PAJAS016U09	Work safely, secure, ethical	PAJAS018U10	Plan and conduct a public awareness program	PAJAS019U10	Lead activities at a local level	PAJAS020U10	Develop and upgrade public safety awareness programs
PAJAS016U10	Respond to wildlife	PAJAS018U11	Interact with community safety	PAJAS019U11	Establish context for emergency risk assessment	PAJAS020U11	Manage media requirements at major incident
PAJAS016U11	Classify fire and safety systems	PAJAS018U12	Suppress incidents	PAJAS019U12	Oversee incident intelligence	PAJAS020U12	Assess emergency risk
PAJAS016U12	Participate in community safety activities	PAJAS018U13	Respond to marine emergencies	PAJAS019U13	Conduct simple prescribed burns	PAJAS020U13	Conduct fire investigation
PAJAS016U13	Respond to vehicle incidents	PAJAS018U14	Respond to various incidents	PAJAS019U14	Assess the fire scene	PAJAS020U14	Coordinate fire resources management activities
PAJAS016U14	Perform fire rescue operations	PAJAS018U15	Identify, assess and monitor hazardous materials at an incident	PAJAS019U15	Implement emergency plans	PAJAS020U15	Assess and evaluate a facility's fire and incident safety management systems
PAJAS016U15	Perform fire rescue operations	PAJAS018U16	Respond to various incidents	PAJAS019U16	Assess the fire scene	PAJAS020U16	Manage projects
PAJAS016U16	Perform fire rescue operations	PAJAS018U17	Respond to various incidents	PAJAS019U17	Assess the fire scene	PAJAS020U17	Coordinate resources for a multi-agency incident
PAJAS016U17	Perform fire rescue operations	PAJAS018U18	Respond to various incidents	PAJAS019U18	Assess the fire scene	PAJAS020U18	Control a Level 2 incident
PAJAS016U18	Perform fire rescue operations	PAJAS018U19	Respond to various incidents	PAJAS019U19	Assess the fire scene	PAJAS020U19	Manage planning for a complex incident
PAJAS016U19	Perform fire rescue operations	PAJAS018U20	Respond to various incidents	PAJAS019U20	Assess the fire scene	PAJAS020U20	Manage projects
PAJAS016U20	Perform fire rescue operations	PAJAS018U21	Respond to various incidents	PAJAS019U21	Assess the fire scene	PAJAS020U21	Coordinate resources for a multi-agency incident
PAJAS016U21	Perform fire rescue operations	PAJAS018U22	Respond to various incidents	PAJAS019U22	Assess the fire scene	PAJAS020U22	Control a Level 2 incident
PAJAS016U22	Perform fire rescue operations	PAJAS018U23	Respond to various incidents	PAJAS019U23	Assess the fire scene	PAJAS020U23	Manage projects
PAJAS016U23	Perform fire rescue operations	PAJAS018U24	Respond to various incidents	PAJAS019U24	Assess the fire scene	PAJAS020U24	Coordinate resources for a multi-agency incident
PAJAS016U24	Perform fire rescue operations	PAJAS018U25	Respond to various incidents	PAJAS019U25	Assess the fire scene	PAJAS020U25	Control a Level 2 incident
PAJAS016U25	Perform fire rescue operations	PAJAS018U26	Respond to various incidents	PAJAS019U26	Assess the fire scene	PAJAS020U26	Manage projects
PAJAS016U26	Perform fire rescue operations	PAJAS018U27	Respond to various incidents	PAJAS019U27	Assess the fire scene	PAJAS020U27	Coordinate resources for a multi-agency incident
PAJAS016U27	Perform fire rescue operations	PAJAS018U28	Respond to various incidents	PAJAS019U28	Assess the fire scene	PAJAS020U28	Control a Level 2 incident
PAJAS016U28	Perform fire rescue operations	PAJAS018U29	Respond to various incidents	PAJAS019U29	Assess the fire scene	PAJAS020U29	Manage projects
PAJAS016U29	Perform fire rescue operations	PAJAS018U30	Respond to various incidents	PAJAS019U30	Assess the fire scene	PAJAS020U30	Coordinate resources for a multi-agency incident
PAJAS016U30	Perform fire rescue operations	PAJAS018U31	Respond to various incidents	PAJAS019U31	Assess the fire scene	PAJAS020U31	Control a Level 2 incident
PAJAS016U31	Perform fire rescue operations	PAJAS018U32	Respond to various incidents	PAJAS019U32	Assess the fire scene	PAJAS020U32	Manage projects
PAJAS016U32	Perform fire rescue operations	PAJAS018U33	Respond to various incidents	PAJAS019U33	Assess the fire scene	PAJAS020U33	Coordinate resources for a multi-agency incident
PAJAS016U33	Perform fire rescue operations	PAJAS018U34	Respond to various incidents	PAJAS019U34	Assess the fire scene	PAJAS020U34	Control a Level 2 incident
PAJAS016U34	Perform fire rescue operations	PAJAS018U35	Respond to various incidents	PAJAS019U35	Assess the fire scene	PAJAS020U35	Manage projects
PAJAS016U35	Perform fire rescue operations	PAJAS018U36	Respond to various incidents	PAJAS019U36	Assess the fire scene	PAJAS020U36	Coordinate resources for a multi-agency incident
PAJAS016U36	Perform fire rescue operations	PAJAS018U37	Respond to various incidents	PAJAS019U37	Assess the fire scene	PAJAS020U37	Control a Level 2 incident
PAJAS016U37	Perform fire rescue operations	PAJAS018U38	Respond to various incidents	PAJAS019U38	Assess the fire scene	PAJAS020U38	Manage projects
PAJAS016U38	Perform fire rescue operations	PAJAS018U39	Respond to various incidents	PAJAS019U39	Assess the fire scene	PAJAS020U39	Coordinate resources for a multi-agency incident
PAJAS016U39							

[illegible]

Accredited Courses	
COURSE CODE	COURSE NAME
22310VIC	Course in Place of Public Entertainment Safety Officer
22322VIC	Course in Liquid Petroleum Gas Emergency Response
22323VIC	Course in Fire Safety Inspecting
22330VIC	Course in High Angle Rescue Techniques
22459VIC	Course in the Australasian Inter-service Incident Management System (AIIMS)
22463VIC	Course in Awareness of the Australasian Inter-service Incident Management System (AIIMS)
22511VIC	Course in Fire Rescue Emergency Medical Response, First Responder
22541VIC	Course in Basic Wildfire Awareness
22559VIC	Course in Firelighting Consequence Awareness Program
22560VIC	Course in Urban Search and Rescue (Team Leader)
22562VIC	Course in Hazardous Materials Emergency Response
22568VIC	Course in Waterway Emergency Response

The 5 units of competency listed below have been imported to meet the training needs for the rank of Assistant Chief Fire Officer. These Units are not from the Advanced Diploma of Public Safety.

CODE	CORE UNITS
BSBFIN801	Lead Financial Strategy Development
BSBPMG534	Manage Project Human Resources
BSBINS601	Manage Knowledge and Information
BSBSTR801	Lead Innovative Thinking and Practice
BSBSTR601	Manage Innovation and Continuous Improvement

SCHEDULE 13 - RELOCATION ASSISTANCE PROCEDURE

Relocation Assistance Policy

1. INTENT

To provide information and guidance regarding relocation assistance that is available to employees who are required to permanently relocate their place of residence as a result of a change in their work location.

To facilitate the effective management and coordination of the relocation assistance application process to ensure a fair, timely and consistent approach that is compliant with industrial and legislative requirements.

2. SCOPE

In accordance with Clause 38.13.3 of Division B of the FRV Operational Staff Agreement 2020 and Operational Improvement Initiative No. 20 Clause 4.16, FRV and the UFU have met to review and agree the existing provisions. This procedure outlines the financial assistance to be provided by FRV to existing ongoing FRV employees who are permanently:

- promoted;
- transferred; or
- ordered

to a different work location, and who as a result are required to relocate to a new place of residence. The promotion or transfer must be as a result of a formal recruitment process, a Transfer List or management initiated.

It does not apply to Employees who are:

- On a fixed term or casual employment contract/temporary assignment/appointment/relieving role
- Employees who are granted a permanent transfer to a different work location in response to a compassionate transfer request.

The relocation assistance available to Recruit Firefighters is also addressed in Table 2 of this procedure.

The procedure for an external appointment to a position within FRV is addressed in External Appointment.

3. REFERENCES

Workplace Determination

FRV Operational Employees Interim Enterprise Agreement 2020

Fire Rescue Victoria Act 1958

FRV (General) Regulations 2020

Fringe Benefits Tax Act

4. DEFINITIONS

The following definitions apply to this procedure:

- FRV: Fire Rescue Victoria established under the FRV Act 1958.
- Household Effects: are those items/implements ordinarily used within the house, garden and garage environment. It does not include cars, boats, and livestock.
- Immediate Family: is a partner who lives with the employee and any other family members who currently reside with the employee, including any dependent children.
- Date of Sale/Purchase: The 'Date of Sale' for either a purchase or sale of a residence is the date on which both parties have signed the 'Contract of Sale'. It is NOT the date of settlement.

5. RESPONSIBILITY

As specified in the HR Delegations

6. POLICY

External Appointment

Relocation Assistance for an external appointment to a position within FRV will be considered on a case-by-case basis in line with the parameters and amounts specified in this Policy.

It will generally be limited to reimbursement of reasonable expenses directly incurred by the employee and immediate family as a result of:

- The journey to the new location, including meals and accommodation; and
- Furniture removal and relocation costs.

Any additional assistance will be by application, recommended by the relevant OIC/manager, approved by the Executive Director People, Culture and Safety.

Eligibility

To be eligible for relocation assistance, all of the following criteria must be met:

The new place of residence is:

- at least 20 kms closer to the new work location than the previous place of residence, and
- no more than 100 km away from the new work location.

Claims that fall outside these parameters will be considered on a case by case basis. Exceptional circumstances will not be unreasonably refused.

Distance, for the purpose of eligibility criteria, is measured as the shortest possible distance by main road.

Time and/or distance is calculated using the website Google Maps.

The date of sale or purchase must be on or after the confirmation of appointment date*.

In accordance with FBT ruling, employees are only eligible for reimbursement of relocation expenses incurred after the confirmation of appointment. The confirmation of appointment date is the earliest of the following:

- a. The official commencement date in the new appointment; or

- b. The date of the formal letter of permanent appointment; or
- c. The date the permanent appointment confirmation was published on the Intranet.

Any verbal or email offers prior to the above do not constitute formal notification for the purposes of this Policy.

* Note that the above criteria apply to appointments that are subject to promotional appeal under the Section 79H of the FRV Act –Rights of Appeal The appointment date is the confirmation date, not the provisional appointment date.

Sale of Residence

In addition to the eligibility criteria above, to be eligible for relocation assistance for the sale of a property, the following criteria in accordance with Fringe Benefits Tax Assessment Act 1986 must also be met:

- The employee, at the date of confirmation of appointment, must own a residential property and live at that residence;
- A contract of sale for the original residence must be entered into within 2 years following the official commencement of the new appointment;

Reimbursement costs include:

- Solicitor/Conveyancer's fees up to \$2,000;
- Advertising fees up to \$2,000
- Commission Fees payable up to \$10,500
- Mortgage discharge and associated administrative fees up to \$1,500.

Purchase of Residence

To be eligible for relocation assistance for the purchase of a residence, the following criteria in accordance with Fringe Benefits Tax Assessment Act 1986 must be met:

- A contract of sale for a new residence/land must be entered into within 4 years following the official commencement of the new appointment;
- Land purchased under this arrangement must be on the basis that the employee proposes to construct a dwelling to become their primary place of residence;

Reimbursement costs include:

- Solicitor/Conveyancer's fees up to \$2,000;
- Stamp duty payable is capped. The maximum stamp duty payable is the stamp duty that would be payable on the value of the Metropolitan Melbourne median house price as set out by the Real Estate Institute of Victoria (REIV). The median house price applied will be the one announced by the REIV on 1 April each year. For example, a residence purchased in January 2020 the applicable REIV median house price would be as at 1 April 2019.
- Mortgage registration and associated administrative fees up to \$1,500.

Stamp duty is also payable for the purchase of land where the employee intends to construct or complete construction of a residence that they will occupy on completion as their principal place of residence. Evidence of residency will be required, such as but not limited to, a statutory declaration and a certificate of occupancy. Stamp duty payable is capped. The maximum stamp duty payable is the stamp duty that

would be payable on the value of the Metropolitan Melbourne median house price as set out by the Real Estate Institute of Victoria (REIV).

Fringe Benefits

A summary of potential Fringe Benefits Tax (FBT) implications for relocation assistance is included as part of this procedure in Table 1. All employees who apply for relocation assistance are advised to seek independent financial advice on the implications as the applicability of FBT and reportable fringe benefits may vary dependant on individual circumstances.

Refer to Fringe Benefits Tax Assessment Act 1986 for detailed information -
http://classic.austlii.edu.au/au/legis/cth/consol_act/fbtaa1986312/index.html#s58c

Furniture Removal & Storage

Costs associated with furniture removal and relocation will be reimbursed up to \$6000, with the actual necessary costs reasonably incurred in moving their furniture and personal effects for employees covered by the **Workplace Determination**.

In addition, storage costs for furniture and household effects will be paid for a maximum period of 6 months where an employee does not initially move to a permanent residence.

FRV has additional insurance in place for any items damaged during the removal and relocation of furniture and household affects. The contents are covered while in transit, from the point of loading to the point of unloading, and also while in temporary storage (up to 6 months). All removals must be undertaken by professional removalists with details of the company to be provided with any claim made. FRV insurance policy for contents will apply only if no other insurances are applicable.

The CFA insurance policy excludes loss or damage to cameras, glasses, jewellery, trinkets, precious stones, furs, deeds, stamps, money, groceries, foodstuffs and liquor. This policy is also limited to a maximum of 15% of the total sum insured for any one item.

In the event of a claim, any loss or damage must be reported to Finance via email InsuranceClaims@mfb.vic.gov.au as soon as the loss or damage is detected.

Disturbance Costs

A Wear & Tear allowance of \$1,000 is available to compensate for the disturbance factors associated with relocation, such as wear and tear on furniture, replacing or cleaning carpets, linoleum, curtains and blinds as a result of the move.

Temporary Accommodation

Where an employee is eligible for relocation assistance, and demonstrates they require temporary accommodation, they will be reimbursed up to a maximum of \$8,000 of temporary accommodation costs. Reimbursement is subject to the provision of satisfactory evidence (e.g. receipts).

The employee must start to make sustained and reasonable efforts to buy or lease suitable long-term accommodation as soon as reasonably practicable after starting work at the new location.

Temporary accommodation will be reimbursed where one or more of the following conditions are met:

- Temporary accommodation is required prior to leaving the previous work location; or
- Temporary accommodation is required because a suitable rental property is not immediately available at the new work location; or
- The employee has purchased a property at the new work location and is awaiting settlement on the property; or

- An employee experiences a double up in living expenses (i.e. mortgage and rent, pending the sale of the employee's previous residential property);
- An employee is actively seeking and not yet purchased a property.

Reconnection Fees

Standard utility connection or reconnection fees for electricity, gas, water and telephone services will be reimbursed.

Costs incurred outside standard utility reconnection fees will not be covered.

School Uniforms

Costs for school uniforms will be reimbursed up to \$200 for each dependent child who is a full-time student at a primary or secondary school (excluding pre-school).

Temporary Access to FRV vehicle

A FRV vehicle may be made available to enable:

- Employees and their immediate family to visit the new locality to source housing;
- Employees not currently residing at the new work location to commute between the existing residence and new workplace via the most direct route for outside of tour/weekend travel for the initial 3 month period.

Travel must be undertaken outside normal working hours.

If a FRV vehicle is not available an employee will be reimbursed for use of their private vehicle.

Accommodation & Meal Expenses

Reasonable accommodation and meal expenses will be paid for an employee when visiting the new locality to source housing.

Relocation Assistance Leave

Relocation Assistance Leave of 5 days may be approved at the discretion of the relevant ACFO/DC to:

- Assist employees to source a residence at the new work location;
- Coordinate school arrangements for children;
- Complete packing, moving and unpacking of furniture and household effects.

The ACO/DC may approve additional Relocation Assistance Leave based on individual circumstances.

Evidence and Supporting Documentation

All claims for reimbursement must be substantiated with appropriate documentation, including but not limited to: receipts tax invoices, solicitor statement of charges and disbursements, bank finance letter, Contract of Sale, Certificate of Title, Proof of Relationship as it pertains to property ownership or other relocation expenses, Paid State Revenue Office's 'Duty Statement Transfer of Land'.

Table 1**Fringe Benefits Tax (FBT) Implications for Relocation Assistance**

Provision	FBT Implication
Sale of residence at former location within 2 years of commencement at new location, including: Solicitor/Conveyancer's fees; Commission & advertising charges paid to a real estate agent; Mortgage discharge & associated administrative fees.	Exempt
Purchase of residence at new location within 4 years of commencement at new location, including: Solicitor/Conveyancer's fees; Stamp duty; Mortgage registration & associated administrative fees.	Exempt, if a home is owned and sold at the former location
Furniture removal and storage	Exempt (if it commences within 12 months of commencement date)
Temporary accommodation A 'Relocation –Temporary Accommodation Declaration' must be completed when seeking reimbursement of temporary accommodation costs.	Exempt: Previous location If less than 21 days & finishes by the day the employee commences at the new location New location If it commences no sooner than 7 days before the employee commences at the new location
Disturbance Allowance Subject to PAYG withholding tax but will be subject to FBT.	Subject to PAYG reporting and withholding Subject to FBT reporting if total taxable value of fringe benefits, from all sources, exceeds \$2,000.

The Senior Business Analyst, Business Analysis, Finance can provide copies of relevant declaration and further information about FBT implications.

As the applicability of FBT and reportable fringe benefits may vary dependant on individual circumstances, employees are encouraged to seek independent financial advice on the implications.

Table 2**Recruit Firefighter Relocation Assistance:**

If a recruit Firefighter is required to change their residential location due to the locality of their initial allocated station, CFA will reimburse associated expenses up to a maximum total of \$10,000.

To be eligible for relocation assistance, all of the following criteria must be met:

The new place of residence is:

- at least 20 kms closer to the new work location than the previous place of residence, and
- no more than 100 km away from the new work location.

Distance, for the purpose of eligibility criteria, is measured as the shortest possible distance by main road.

Time and/or distance is calculated using the website Google Maps.

Reimbursement in TOTAL will not exceed \$10,000:

Expenses associated with	Conditions
Removal of furniture and household effects.	
Furniture storage.	3 months
Temporary Accommodation: Accommodation costs will be provided for up to 3 months.	When a new residence is not immediately purchased or rental accommodation not yet available at the Recruits' new work locations, assistance with temporary accommodation costs will be provided for up to 3 months.
Miscellaneous	Where an employee can demonstrate any additional costs related to the relocating to the new work location e.g. costs to break lease, pet boarding, utility connection, etc

Supporting Documentation

All claims for reimbursement must be substantiated with appropriate documentation, including but not limited to: receipts, statements.

SCHEDULE 14 - LIST OF STATION WEAR, UNIFORM & PPC/E

The parties acknowledge that the occupation of firefighting is an extremely hazardous and dangerous occupation where firefighters can be deployed into known and unknown hazardous situations to perform the rescue of life and protection of property. In this context, the parties have prioritised the health and safety of the Employees covered by this **Workplace Determination through the following Schedule**.

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 career firefighters and will only be made available for professional career firefighters. Uniform provided to non-operational employees will be significantly visually distinguishable from that which is provided to professional career firefighters covered by this **Workplace Determination**.

Any item listed below or part thereof that requires replacement or modification in design due to change in products, Standards or manufacturers' inability to produce an item, FRV will advise the UFU and the parties will meet within one week to agree on the process for replacing the item/s.

All quantities of items are the minimum number to be maintained by FRV.

Station Wear

All items of station wear listed below shall be for the exclusive use and issue to FRV employees covered by this **Workplace Determination**. The items listed will not be available for purchase or for distribution other than to FRV employees covered by this **Workplace Determination**.

ITEM		FRV INITIAL ISSUE (Recruits)	FRV YEARLY ALLOCATION
STATION WEAR			
Trousers Cargo		5	As required / Replacement is One for One 2
Trousers Straight leg		1	As required / Replacement is One for One
Shorts Cargo		4	As required / Replacement is One for One
Shorts Sports Utility		2	As required / Replacement is One for One
Socks 10		5	As required
T-shirt Short Sleeve		8	4 combination of SS or LS T shirts
T-Shirt Long Sleeve		2	
Polo Shirt short sleeve		2	
Polo Shirt Long Sleeve		2	
Sun Hat		1	1
Safety Glasses		1	1

ITEM		FRV INITIAL ISSUE (Recruits)	FRV YEARLY ALLOCATION
Epaulettes		3	As required
Name Tag		4	As required
Jumper		2	As required / Replacement is One for One
Polar Fleece Jacket		1	As required / Replacement is One for One
Belt and Buckle		1	As required
Shirt Short Sleeve		8	As required / Replacement is One for One
Shirt Long Sleeve		4	As required / Replacement is One for One
Beanie		1	As required
Baseball Cap		1	As required
<u>Dress Uniform</u> Peak Cap Cap badge Dress Tunic Trousers White Shirt Tie		1	As required / Replacement is One for One
Shoes		1	As required
Station boots		1	As required / Replacement is One for One

Personal Protective Clothing

The following items and quantities in the table below are the numbers and items of all forms of PPC to be issued to Recruit and Career firefighters.

All items of PPC listed below shall be for the exclusive use and issue to FRV employees. The items listed will not be available for purchase or for distribution other than to FRV Employees covered by this

Workplace Determination.

Structural PPC

ITEM	FRV INITIAL ISSUE (Recruits)	FRV YEARLY ALLOCATION
STRUCTURAL PPC		
Coat outer shell (FIRE RESCUE VICTORIA – wording on rear)	3	As required / Replacement is One for One
Over Trousers outer shell	3	As required / Replacement is One for One
Braces	3	As required / Replacement is One for One
Flash Hood	3	As required / Replacement is One for One
Gloves	3	As required / Replacement is One for One
Helmet	1	As required / Promotion (SO/SSO/CMDR/ACFO) Replacement is One for One
Helmet neck flap	3	As required / Replacement is One for One
Helmet harness	2	Replaced through laundering and pool sets
Boots Structural bunker	2	As required / Replacement is One for One
Chemical Boots	1	As required / 5 year replacement
Torch	1	As required / Replacement is One for One
Epaulettes	3	As required

Wildfire PPC

ITEM	FRV INITIAL ISSUE (Recruits)	FRV YEARLY ALLOCATION
LEVEL 1 PPC		
Wildfire overtrousers	3	As required
Gloves	2	As required / Replacement is One for One

ITEM	FRV INITIAL ISSUE (Recruits)	FRV YEARLY ALLOCATION
GP Boots	2	As required / Replacement is One for One
Wildfire Coat (FIRE RESCUE VICTORIA – wording on rear)	3	As required / Replacement is One for One
Helmet	1	As required / Replacement is One for One
Helmet neck flap	2	As required / Replacement is One for One
Goggles	1	As required
Epaulettes	2	As required

Road Rescue

- Rescue Gloves 0214 of the agreed specification
- Rescue Gloves 0215 of the agreed specification
- Specialist Multi-Purpose Cotton Proban Treated Coverall 0478 of the agreed specification
- Qualification Tag 0479 of the agreed specification
- Utility Rescue 50mm Belt 093 of the agreed specification

Fire Investigation

- items of agreed specification

Marine Response

- Wet Suit 0517 of the agreed specification
- Wet Boots 0518 of the agreed specification
- Glove Wet suit 0520 of the agreed specification
- Helmet Swift Water Rescue 0519 of the agreed specification
- Personal Flotation Device (PFD) 0521 of the agreed specification
- Southerly Offshore Jacket 0522 of the agreed specification
- Southerly Offshore Trousers 0523 of the agreed specification
- Smock 0524 of the agreed specification
- Specialist Multi-Purpose Cotton Proban Treated Coverall 0478 of the agreed specification

- Utility Rescue 50mm Belt 093 of the agreed specification
- Qualification Tag 0479 of the agreed specification
- Throw Bag 0526 of the agreed specification
- Karabiner 0527 of the agreed specification
- Anchoring Tap 0528 of the agreed specification
- Hook Type Knife 0529 of the agreed specification
- Single Ball Whistle 0531 of the agreed specification
- WP Gearbag 0532 of the agreed specification
- Sunglasses 0525 of the agreed specification

Specialist Rescue

- Technical Rescue Helmet 0544 of the agreed specification
- Headlamp 0545 of the agreed specification
- Elbow Pad 0548 of the agreed specification
- Carry Bag 0550 of the agreed specification
- Knee Pad 0547 of the agreed specification
- Whistle 0549 of the agreed specification
- Glove 0552 of the agreed specification
- Safety Glasses 0553 of the agreed specification
- Safety Boots 0551 of the agreed specification
- Specialist Multi-Purpose fire resistant inherent modacrylic material Coverall 0478 of the agreed specification

Bags

ITEM	FRV INITIAL ISSUE (Recruits)	FRV YEARLY ALLOCATION
Wildfire bag (FIRE RESCUE VICTORIA – wording)	1	As required / Replacement is One for One
PPC Kit bag (FIRE RESCUE VICTORIA – wording)	2	As required / Replacement is One for One
Day bag (FIRE RESCUE VICTORIA – wording)	1	As required / Replacement is One for One
Bedding bag (FIRE RESCUE VICTORIA – wording)	1	As required / Replacement is One for One

Linen

ITEM	FRV INITIAL ISSUE (Recruits)	FRV YEARLY ALLOCATION
Pillow	1	As required / Replacement is One for One
Mattress protector	1	As required / Replacement is One for One

Uniform/Workwear

The parties will consult on uniform/workwear that will be provided to non-operational employees via Clause 18 –Consultation.

SCHEDULE 15 - APPLIANCES

The parties acknowledge that the occupation of firefighting is an extremely hazardous and dangerous occupation where firefighters can be deployed into known and unknown hazardous situations to perform the rescue of life and protection of property. In this context, the parties have prioritised the health and safety of the employee covered by this **Workplace Determination** through the following Schedule.

Appliance	Specifications - where references to 'agreed' appliances or specifications is made below, this means as currently agreed and that changes may only be made following consultation in accordance with Clause 18 –Consultation.
Pumper	Heavy (Agreed cab chassis) with agreed body manufacturer including UFU / Employer Agreed Standard Stowage and Agreed Gas Detectors, Thermal Imaging Camera, 5 Portable Radios and 5 agreed style personal torches. With design, specifications, stowage and use as agreed.
Pumper Tanker	Heavy (Agreed cab chassis) with agreed body manufacturer including UFU / Employer Agreed Standard Stowage and Agreed Gas Detectors, Thermal Imaging Camera, 5 Portable Radios and 5 agreed style personal torches. With design, specifications, stowage and use as agreed.
Aerial Pumper 28M Bronto all rounder F28ALR	(Agreed cab chassis) Bronto 28m F28ALR All rounder or otherwise agreed aerial with agreed body manufacturer including UFU / Employer Agreed Standard Stowage and Agreed Gas Detectors, Thermal Imaging Camera, 5 Portable Radios and 5 agreed style personal torches. With design, specifications, stowage and use as agreed.
Teleboom/Snozzels	Agreed MK - IV Freightliner and Scania Telebooms/snozzels 2004 Scania 94G 300 4x2 commence being to be phased out during the life of this Workplace Determination with the above 28m Bronto F28ALR.
Water Tanker.	Appropriate Cab Chassis as agreed with agreed body manufacturer including UFU / Employer Agreed Standard Stowage and Agreed Gas Detectors, Thermal Imaging Camera, 5 Portable Radios and 5 agreed style personal torches.
Ultra Large Pumper	Agreed Ultra Large on Cab Chassis. With design, specifications, stowage and use as agreed.
Ladder Platforms	Bronto Ladder Platform (Scania cab chassis) Existing 37 and 42 or 44 meter, ladder platforms with all future ladder platforms to be 44 Meter Bronto or with an agreed alternative Aerial manufacturer with design, specifications, stowage and use as agreed.
Technical Rescue	Agreed Technical Rescue appliance on Scania dual cab chassis With design, specifications, stowage and use as agreed.
Rescue	Agreed Heavy Rescue appliance on Scania dual cab chassis With design, specifications, stowage and use as agreed.
HAZMAT	Agreed Scania Cab Chassis or other agreed Cab Chassis to commence replacement of all FRV Hazmat vehicles for future harmonization. With chassis, design, specifications, stowage and use as agreed.
BA Bus	Agreed new Scania BA appliance or other agreed BA appliance with chassis make and design, specifications, stowage and use as agreed.

BA Supports	Agreed designated appliance at commencement of this Workplace Determination With any changes in chassis and design, specifications, stowage and use as agreed.
Control Unit	2 existing control units as at commencement of this Workplace Determination . With any changes in chassis future design, specifications, stowage and use as agreed.
Transporters	Agreed existing International ACCO & Scania Cab Chassis appliances as at time of this Workplace Determination commencement with future Transporter cab chassis and future pod deployment (Loading and Unloading) systems design, specifications, stowage as agreed
Fire Boat 1	Agreed vessel as at time of commencement of this Workplace Determination . Specifications include: MB10077, Promarine, 10.5m long, 3.75m wide and 2x300hp. With design, specifications, stowage and use as agreed.
Fire boat 2	Agreed vessel as at time of commencement of this Workplace Determination . Firestorm 40 aluminium hull. 12m Length, 4.39m Beam and 2 x cummins QSM11 Engines. Pumping capacity of 16000Lpm. With design, specifications, stowage and use as agreed
Fire Boat 4	Agreed vessel as at time of commencement of this Workplace Determination . Specifications include: MSV11535, Stabicraft, 4.3m long, 1.7m wide and 40hp o/b. With design, specifications, stowage and use as agreed.
Fire Boat 6	Agreed vessel as at time of commencement of this Workplace Determination . Specifications include: MSV11855, Stabicraft, 4.3m long, 1.7m wide and 40hp o/b. With design, specifications, stowage and use as agreed.
Fire Boat 5	Agreed vessel as at time of commencement of this Workplace Determination . Specifications include: MSV11617, Zodiac, 3.8m long, 2.5m wide and 30hp o/b. With design, specifications, stowage and use as agreed.
Fire Boat 7	Agreed vessel as at time of commencement of this Workplace Determination . Specifications include: MSV12272, Achillies, 3.85m long, 1.7m wide and 30hp o/b. With design, specifications, stowage and use as agreed.
Fire Boat 8	Agreed vessel as at time of commencement of this Workplace Determination . Specifications include: MSV12273, Achillies, 3.85m long, 1.7m wide and 30hp o/b. With design, specifications, stowage and use as agreed.
Fire Boat 9	Agreed vessel as at time of commencement of this Workplace Determination . Specifications include: MSV11116, Achillies, 3.7m long, 1.6m wide and 30hp o/b. With design, specifications, stowage and use as agreed.
Rehab Unit	Appropriate Cab Chassis specifications with design, specifications, stowage and use as agreed.
USAR 1	Agreed Specifications With design, specifications, stowage and use as agreed. Hino 500 Series FD 1024
USAR 2	Agreed Specifications With design, specifications, stowage and use as agreed. 2009 Hino 500 Series FM 2632
USAR 3	Agreed Specifications With design, specifications, stowage and use as agreed. Existing Hino 300 Series 816 Classic Tray with future design to incorporate capacity to appropriately load and carry the existing skid steer bobcat, Tele handler and other agreed attachments.

PODs	Agreed Specifications With design, specifications, stowage and use as agreed including but not limited to: USAR & USAR 2 Pod HART Pod Hose Layer Pod USAR Pod Heavy Rescue Pod Fitness Pod BA Service Pod Water Access Pod Fire Duty Pods BA Pod Multi Agency Pod Rapid Decontamination Pod Bulk Decontamination Pod Decontamination Unit A Pod Water Recycling Pod Technical Rescue Flexible Habitat Pod Timber Pod Foam Pod Tech Rescue Pods
FIA Utes	Agreed Specifications Cab Chassis 4WD With design, specifications, stowage and use as agreed
FRV Support Vehicles including but not limited to:	Ground Observer Vehicles, Forward Command Vehicle, Rescue Support Vehicles. With design, specifications, stowage and use as agreed.
Wild Fire Utes	Agreed Specifications With design, specifications, stowage and use as agreed Cab Chassis as agreed
Wild Fire Trailer	Agreed Specifications With design, specifications, stowage and use as agreed Dual Axel Tandem trailer
Lighting Trailer	Agreed Specifications with design, specifications, stowage and use as agreed Dual Axel Tandem trailer
MMR/RMR Radio Trailer	Agreed Specifications With design, specifications, stowage and use as agreed Trailer.
USAR Generator Trailer	Agreed Specifications With design, specifications, stowage and use as agreed Dual Axel Tandem trailer
Mechanical Loader	Agreed Specifications With design, specifications, stowage and use as agreed: Caterpillar 299D with multiple attachments and configurations.
USAR 1	Agreed Specifications With design, specifications, stowage and use as agreed: Hino 500 Series FD 1024

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USAR 2	Agreed Specifications With design, specifications, stowage and use as agreed: Technical Rescue Tautliner
USAR 3	Agreed Specifications With design, specifications, stowage and use as agreed: Technical Rescue
TOPS 1	Agreed Specifications With design, specifications, stowage and use as agreed: Technical Rescue Mercedes Sprinter
TOPS3	Agreed Specifications With design, specifications, stowage and use as agreed: Technical Rescue Toyota Prado 4x4
TOPS 4	Agreed Specifications With design, specifications, stowage and use as agreed: Marine Triton Ute 4x4
TOPS 5	Agreed Specifications With design, specifications, stowage and use as agreed: Hazmat Ford Ranger Ute
Department Vehicles	Agreed Specifications With design, specifications, stowage and use as agreed: Utility
Department Vehicles	Agreed Specifications With design, specifications, stowage and use as agreed: Station Wagon/SUV or Utility
Department Plant	Agreed Specifications With design, specifications, stowage and use as agreed: Technical Rescue Manitou forklift
Department Plant	Agreed Specifications With design, specifications, stowage and use as agreed: Technical Rescue Toyota forklift
Department Plant	Agreed Specifications With design, specifications, stowage and use as agreed: Technical Rescue Gator 4 wheel
Department Plant	Agreed Specifications With design, specifications, stowage and use as agreed: Technical Rescue Gator 6 wheel
# Note: Other vehicles	Other vehicles as operated with the agreed Specifications With design, specifications, stowage and use as agreed:

SCHEDULES - DIVISION 2

SCHEDULE 16 - DIVISION 2 MINIMUM CREWING CHART -

Division 2

EXECUTIVE DIRECTIVE

MINIMUM CREWING

[Explanatory Note: This reflects the minimum crewing schedule (Schedule 2) applicable at the commencement of the Interim Agreement. It will be confirmed (or where applicable updated) to reflect the minimum crewing applicable under the Interim Agreement immediately prior to the operation of this Workplace Determination]

Without limiting FRV's general right to determine the number, identity or appointment of its staff, at the commencement of each shift the employee crewing shall be in accordance with the attached Chart with the following variations:

1. Commanders Location

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

2. Senior Station Officer Stations:

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

3. Command Levels –Fire Appliances

- a) Any appliance that is designated on the attached chart as normally under the command of a Senior Station Officer may be commanded by a Station Officer (substantive) except where paragraph 3(c) below applies.
- b) Any appliance that is designated on the attached chart as normally under the command of a Station Officer may be commanded by a Leading Firefighter (substantive).
- c) A Division 2 Leading Firefighter may command an appliance that is designated as a Senior Station Officer appliance on a non-urgent move up to a station where such station is normally under the command of a Station Officer.
- d) Any appliance that is normally under the command of a Leading Firefighter may in the absence of the Leading Firefighter be commanded by:-
 - i) Senior Firefighter (Qualified to Leading Firefighter) or

ii) Qualified Firefighter (Qualified to Leading Firefighter), or

iii) Senior Firefighter who has successfully completed an assessment in Command and Control.

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

5. Flexible Crewing:

In Shift Emergency:

- a) An 'In Shift Emergency' occurs when a member of the Brigade who is on duty is required to book off duty on Sick Leave, Carer's Leave, Pressing Necessity Leave etc with such urgency that is not practical to await for a standby to arrive at the duty station.
- b) During an 'In Shift Emergency' the appliance will remain in commission with a reduced crew until such time as a standby/recall can be effected and an extra Employer primary appliance shall be responded to all calls attended by the effected appliance.
- c) If all FRV (former MFB) Zones are on Minimum Crewing and an 'In Shift Emergency' occurs Pumpers at other than 1, 7, 25, 35 & 44 may be reduced to a crew of three to facilitate a standby to the effected appliance while arrangements are made to recall a firefighter which will be immediately initiated.

6. Overall Crewing Requirement:

- a) To ensure Division 2 employee capability to meet the crewing and command levels designated in this Executive Directive and other activities there shall be an all-inclusive number of employees as follows:
 - 14 Division 2 ACFOs
 - 63 Division 2 Commanders
 - 93 Division 2 SSOs
 - 308 Division 2 Station Officers
 - 1177 Division 2 Leading Firefighters
- b) From the date of the commencement of this Workplace Determination, to ensure Division 2 employee capability to meet the crewing and command levels designated in this Executive Directive and other activities there shall be an all-inclusive number of employees under this Division as follows:
 - 1845
- c) From 1 July 2019, to ensure Division 2 employee capability to meet the crewing and command levels designated in the Workplace Determination and other activities there shall be an all-inclusive number of Division 2 employees under this Division as follows:
 - 1945

7. Appliance Availability:

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

8. (A) Out of Service Appliance Considerations

- i. Appliances temporarily out of service due to breakdown and unable to be replaced during that shift (e.g. two Rescue Units broken down) shall result in the out of service appliance staff being deployed as additional staff on other appliances (i.e 3rd person on rescue etc).
- ii. The overall minimum crewing requirements must be maintained whilst the appliance is out of service.

(B) Retaining

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

9. Excess of Minimum Crewing

Rostered staff available over 289 may be used to provide crewing for the following:

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

Note: The Fire Rescue Commissioner may elect to use additional staff above to crew other or additional appliances as per the requirements of the Director Operational or Senior Duty Officer.

This decision shall be made giving due consideration to the risk environment, operational activity and or the special circumstance.

I From Certification until 31 December 2016:

Rostered staff available over 288 may be used to provide crewing for the following:

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

II 1 January 2017 until 30 June 2017:

Rostered staff available over 293 may be used to provide crewing for the following:

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

III From 1 July 2017 until 30 June 2018:

Rostered staff available over 298 may be used to provide crewing for the following:

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

IV From 1 July 2018 until 30 June 2019:

Rostered staff available over 302 may be used to provide crewing for the following:

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

V From 1 July 2019:

Rostered staff available over 306 may be used to provide crewing for the following:

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

Note: The Fire Rescue Commissioner may elect due to special circumstances, use additional staff above the 306 level to crew other or additional appliances as per the requirements of the Director Operational or Senior Duty Officer. This decision will be made giving due consideration to the risk environment, operational activity and or the special circumstance,

10. Emergency Move Up:

- a) Nothing in this schedule shall restrict the dispatch of crewed appliances to move up to provide fire cover in an emergency.

[Charts to be confirmed]

SCHEDULE 17 - ALLOWANCES

[Explanatory note: Table of allowance rates to be inserted and provided during the intractable bargaining workplace determination process]

Not all allowance rates are described in SCHEDULE 17 - ALLOWANCES.

Part A of Schedule 17:

ALLOWANCES FOR EMPLOYEES COVERED BY PART A OF DIVISION 2

Relieving allowance	[to be inserted]
Special Duties Allowance	[to be inserted]
Fitness Leader Allowance	[to be inserted]
Temporary Accommodation Allowance	[to be inserted]
Permanent relocation allowance	[to be inserted]
Availability allowance	[to be inserted]
Qualifications Allowances IFE Graduate Certificate or a Certificate of Fire Technology IFE Graduate Certificate and Certificate of Fire Technology IFE Membership and Graduate/Technician Certificate Cert IV in Workplace Training and Assessment	[to be inserted]

ALLOWANCES FOR EMPLOYEES COVERED BY PART B OF DIVISION 2

EMR Allowance	[to be inserted]
HAZMAT Technicians Allowance	[to be inserted]
Diploma of Training and Assessment or equivalent Instructor qualification allowance	[to be inserted]

ALLOWANCES FOR EMPLOYEES COVERED BY PART D OF DIVISION 2

FSCC Coordination Allowance	[to be inserted]

Part B of Schedule 17:

Personal expenses, incidentals and accommodation allowances.

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

If the cost of accommodation and meals is not met by FRV, daily allowances of:

	Capital Cities	Other places within Australia	Part day absence
	\$	\$	\$
Breakfast	[to be inserted]	[to be inserted]	[to be inserted]
Lunch	[to be inserted]	[to be inserted]	[to be inserted]
Dinner	[to be inserted]	[to be inserted]	[to be inserted]
Bed	[to be inserted]	[to be inserted]	[to be inserted]
Incidentals	[to be inserted]	[to be inserted]	[to be inserted]
Total	[to be inserted]	[to be inserted]	[to be inserted]

Duties that require the employee to remain away from home include but are not limited to duties where the employee remains away from their residence following a shift due to the travel between the work location and their residence being too long to reasonably travel at the conclusion of the shift.

Note:

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

If the cost of accommodation is met by FRV a daily incidental allowance of \$[to be inserted] will be paid.

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

Accommodation:

It is expected that employees will stay at well-appointed establishments that provide a reasonable standard of accommodation that would generally have facilities such as heating and cooling, a clock, television set, radio, tea and coffee making facilities, shower, refrigerator and an environment consistent with the employee having reasonable and adequate rest.

Where accommodation is not directly billed to, or borne by FRV, the rates for the Standard Allowance are specified in the Schedule of Payments in the table above.

Accommodation shall be provided for employees working the 10/14 Roster for the complete tour of duty including when they are off duty. In such circumstances the tour of duty ends when the employee commences travel to his or her place of residence.

Employees working the 10/14 Roster where the travel is more than 100 Kms from his or her normal work location may elect to have accommodation for the night prior to commencing duty and/or after completion of duty.

Where the actual cost reasonably incurred by the employee is necessarily greater than the relevant Standard Allowance, the difference between the Standard Allowance paid and the expense incurred by the employee will be reimbursed where the original receipt/s are provided.

Advance allowances

Where an employee is required to sleep overnight away from home, he or she may opt to receive the Standard Allowance in advance prior to travel.

Claims that are reasonable and necessary and in excess of the advance may be submitted upon return, provided receipts are lodged with the claim. If an employee returns prior to the original anticipated date and time, any advance received in respect of that period must be adjusted and repaid to FRV.

Review of expense rates

Expense rates listed in the Schedule of Payments will be reviewed and updated no less than annually by the parties having regard to such indicators as:

- rates of reasonable accommodation and personal expense allowances issued by the Australian Taxation Office;
- significant increases in recognised commercial accommodation costs; and
- movements in the Consumer Price Index (CPI).

SCHEDULE 18 - DIVISION 2 COMMANDER JOB DESCRIPTION - ROLE OBJECTIVE

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

Role Process

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

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

Role Interfaces

The Commander will:

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

Duties (internal focus predominantly)

- Apply knowledge and skills to demonstrate autonomy, judgement and defined responsibility:
 - in contexts that are subject to change
 - within broad parameters to provide specialist advice and functions
- Work in accordance with Employer Systems Conditions
- SSO skills utilised at the Commander level
- Communication with Officers-in-Charge on station performance, Brigade direction and priorities.
- Ensuring that stations have appropriate resources to achieve their stated objectives.
- Working with **Zone** ACFO to develop plans to reduce the risk of fire within the **FRV (former MFB) Zone**.
- Provision of advice and support to Officers-in-Charge for the resolution of staff issues.
- Responding to emergency calls as per GARS.
- Inspecting and reporting on the progress of station maintenance, appliance condition and PPC adequacy at each station.
- Assist in coordinating the most appropriate resources to meet the identified needs of the community.
- Work with the Officers-in-Charge to ensure competence of station staff and adherence to skill maintenance programs.

- Monitor workplace attendance and work with high leave takers to maximise attendance.
- Representing FRV (former MFB) Zone on various working parties and committees.
- Undertake various research projects as designated by FRV (former MFB) Zone ACFO.
- Involvement in and a role in overseeing of the conduct of the GEARS program and the on-weekend monthly audit including the reporting to relevant departments.

SCHEDULE 19 - STATION DESIGN GUIDELINES

[Explanatory Note: An agreed copy of the Division 2 Station Design Guidelines is in the final stages of negotiations between the parties. Pending agreement, a final copy will be provided to the FWC through the intractable bargaining workplace determination process to be inserted in this Schedule 19. In the event that agreement is not reached by the time of the final hearing FRV and the Minister reserve their positions on this Schedule]

The Infrastructure Agreement is incorporated as a part of this Workplace Determination.

SCHEDULE 20 - DIVISION FSCC JOB DESCRIPTION

Position: Division 2 Fire Services Communications Controller

Directorate: Operations Support

Department: Operational Communications

Location: ESTA - Tally Ho East Burwood

Reports To: Manager Operational Communications

FUNCTIONS

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

PRIMARY OBJECTIVES and CHALLENGES

- Monitor communications carried out at the **TZV** Tally Ho Communication Centre and advise on Fire Service operations to ensure that emergency response requirements are met.
- Monitor performance standards to ensure they are maintained in critical areas.
- Monitor the compliance with Communications Standard Operating Procedures to ensure conformance with all operational practices.
- Provide advice to communications staff on operational protocols where required.
- Liaise with operational staff on matters relating to operational communications.
- Provide direction to **TZV** personnel in relation to communications management of a fire/incident.
- Monitor compliance with FRV's Performance Requirements (customer specified service standards/performance indicators).
- Provide judgemental decisions outside the scope of the CSOPs in relation to Communication Centre functions.

- Assist **TZV** Communications Centre personnel to ensure that FRV is provided with a high standard of communications to allow them to operate in the most efficient and effective manner and in accordance with Communications Standard Operating Procedures.
- Provides knowledge of operational capabilities to ensure effective fire cover of operational resources is maintained at all times.
- Work in accordance with FRV's Safe Systems

ORGANISATION ENVIRONMENT

Reporting Relationships

Supervisor: Manager Operational Communications

Lateral: Division 2 Fire Service Communications Controllers Operational Personnel

ROLE OF EMERGENCY RESPONSE

The role of emergency response within the **TZV** CAD area, is charged with the duty of coordinating and undertaking all necessary steps for the suppression of fire, and the protection of life, property and the environment within Metropolitan Victoria. As such the primary role of the FSCC is pivotal to ensure the organisation provide a timely and adequate response to all emergencies.

COMMUNICATION

Internal

Employer Operations

Employer Departments

External

Triple Zero Victoria (TZV)

Alarm Monitoring Companies

Security Monitoring Company relating to SMS for designated Fire Stations

Mobile Data Service Providers

Motorola or Radio Service provider

QUALIFICATIONS AND EXPERIENCE

Mandatory

- Knowledge of Communications Standard Operating Procedures, Standard Operating Procedures and operational firefighting practices.
- Experience and knowledge of software applications. eg. Microsoft Office
- Ability to work without direct supervision.
- High level written and oral skills including excellent report writing.
- Ability to critically analyse and report on complex multi-step work instructions.

- Strong investigative, analytical and problem solving skills.
- A strong background / understanding in the operation of radio and telephonic communications equipment.
- Ability to prioritise duties to meet objectives under strict timeliness
- Demonstrated methodical approach and attention to detail.

Preferred

- Previous operational experience in a Fire Service.
- Extensive knowledge and experience in operational requirements for call taking, Brigade alert and dispatching in an emergency response Organisation.
- Possess strong knowledge of operational capabilities to ensure effective fire cover of operational resources is maintained at all times.
- Experience within a computer aided dispatching centre.
- Knowledge of FRV's CAD abilities and **TZV** ICAD operations.
- An ability to gain an understanding of GIS, mapping and database principles.

SPECIFIC ACCOUNTABILITIES

Organising and Operating

- Ensure agency communications standard operating procedures are being adhered to.
- Provide specialist advice to the service provider's communications personnel on operational procedures.
- Handle queries from fire service operational staff on matters related to operational communication and procedures.
- Where necessary direct the response of additional resources or any other action deemed necessary for the communications management of the incident.
- Handle inquiries from and liaise with field staff on Fire Service operational communications and procedures.
- Liaise with and provide advice to **TZV** Communications staff on Fire Service operations.
- Liaise with media in relation to fire and incidents and provide media releases in accordance with FRV's procedures.
- Notification to appropriate personnel of unusual or significant events which may impact on operations.
- Liaise directly with the **TZV** Tally Ho Centre Manager as required to resolve minor operational issues associated with the CAD system (issues to include: assignment rule problems, minor dispatching problems, incorrect vehicle assignment etc).
- Update the E.R.I.C file as amended information becomes available, then advise **TZV** for inclusion into **TZV** scratch pad.
- Participate in a team environment to identify, recommend and implement improved efficiencies and business practices.

- Monitor and report on EMR events in the Employer which require the assistance of a CIS officer.
- Attend as the need arises major incidents to ensure effective incident management of all communications needs.

Reporting

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

- Identify and communicate non-compliance with CSOPS.
- Identify operational weaknesses in communications and recommend corrective action to maintain a high standard of efficiency of the fire service.
- Monitor compliance with CSOPs and report any deviations to the Manager Operational Communications.
- Monitor and report on operational performance of the system in relation to Fire Service call taking and dispatch.
- Provide regular reports to nominated personnel on operational problems and possible solutions to solve them.
- Conduct statistical analysis of the data generated by the CAD system and provide reports and information on the data as required.

Planning and Policy

- Provide input to ongoing planning and policy associated with the provision of the communications operations.
- Recommend procedural changes to improve the efficiency and effectiveness of communications.
- Make recommendations and draft additional CSOPs –(communications standard operating procedures) for the Manager Operational Communications' approval to ensure needs are being met.

Training

- In consultation with the service provider, liaise where required with on the job trainers.
- Assist where required & appropriate qualifications have been obtained, in the formulation of training for field staff.
- As the need arises undertakes relevant Fire Service courses to ensure a continued understanding of operational matters regarding fire suppression and extinguishment.

General

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

SCHEDULE 21 - DIVISION 2 ACFO POSITION DESCRIPTION

The role of a Division 2 Assistant Chief Fire Officer is twofold;

Part A - Executive Manager of various FRV departments and projects and;

Part B - Senior Operational Emergency Management Executive.

PART A - EXECUTIVE MANAGER ROLE OF ACFO

PRIMARY OBJECTIVES

- Work in accordance with FRV's Systems Conditions.
- Commander skills utilised at the ACFO level.
- Manage with a high level of authority, autonomy and accountability.
- Co-ordinate the management and development of activities within the various departments.
- Create an environment of forward thinking and a willingness to accept change and the achievement of excellence.
- Develop the skills and willingness of the various subordinates to accept higher accountability and authority;
- Develop and implement training, administration, fire safety and fire prevention strategies, practices and procedures.
- Introduce and achieve effective use of effective information technology.
- Create effective administrative and management practices and procedures.
- Manage a range of services and functions undertaken to ensure they are carried out in the most efficient and effective manner in accordance with FRV's policies and procedures.
- Provide expert advice for senior management and the Board on matters that effect the various departments relative to legislative change and facilitate responses to government policy makers and the community.
- Review and recommend changes to fire safety policies, procedures and practices.
- Ensure the development of all legislation pertaining to Fire Safety and Emergency Management safety principles meets FRV's and Community Safety objectives.
- Provide policy direction and a consistent and coordinated approach to risk management to the Board, Government, emergency responders and wider community, to minimise death, injury and property loss caused by fire and other incidents.
- Integrate quality, risk and Occupational Health and Safety in all Employer's activities and projects.
- Ensure all FRV's services are accessible to all members of the community.
- Develop strategic alliances with local government, other emergency service organisations and the private sector to influence public attitude and behaviour on a range of injury prevention issues.

- Provide high quality information, advice to regulatory policy makers and legislative drafters.
- Assist in the development and mentoring of staff and other stakeholder agencies associated with Emergency Management issues.
- Plan and coordinate the budgeting, forecasting and financial scheduling requirements of the various departments.

ORGANISATIONAL / ENVIRONMENT

Reporting Relationships

Supervisor: Fire Rescue Commissioner/Director.

Lateral: Other departmental Executive Managers.

Subordinates: Relevant Managers, Division 2 Commanders, Division 2 Senior Station Officers, Division 2 Station Officers and Administration Officers.

MAJOR FOCUS OF POSITION

The Major focus of the position is to:

- Work in accordance with FRV's Systems Conditions.
- Provide leadership and expert advice to management and specialist departments to ensure appropriate service delivery, strategic planning and policy development occurs to fulfil the Employer's legislative obligations.
- Enable senior operational influence on organisational decision making.
- Increase coordination of inter-agency liaison activities necessary to achieve appropriate emergency management obligation within legislation and agency partnering arrangements.
- Provide expert advice and guidance to fire safety practitioners responsible for safety in buildings and in high hazard operations by ensuring compliance with relevant Legislation, Codes and Standards.
- Oversee and provide advice on technical matters relating to fire and incident safety and preparedness to ensure effective risk management/safety principles and legislation apply.
- Develop and implement major organisational initiatives and change
- Prepare, submit and manage the yearly budget for the various departments and multiple Cost Centres.
- Represent the Australasian Fire & Emergency Services Authorities Council (AFAC) and FRV on various national and state committees develop legislation, standards, codes and policy to promote national emergency service and Board policies and views.
- Provide advice to industry and other key stakeholders to achieve adequate provision of emergency and fire safety systems for the safety of occupants, firefighters, the community and environment.
- Represent the Employer as required on a range of management, planning and policy committees.

QUALIFICATIONS, SKILLS AND EXPERIENCE

Possess formal management qualifications and extensive professional experience in a range of emergency service disciplines.

Possess management qualifications and extensive experience and achievement in leading, motivating, developing and counselling staff at a senior level within an organisation.

Possess substantial experience in leading and managing organisational innovation and change.

Possess and demonstrate a broad range of highly developed managerial and leadership competencies such as project management, community engagement and budgeting.

Detailed knowledge of Emergency Planning, Risk Management, Health and Safety, the Environment, and Fire Safety related issues such as governing acts as well as building and construction and the effects there on of fire and other emergencies.

PART B –SENIOR OPERATIONAL EMERGENCY RESPONSE ROLE OF ACFO

The Division 2 ACFO plays an intrinsic part in FRV's operational emergency response role. The main operational objectives are to achieve life safety, property protection, continuation of business, and avoidance of major losses, diminution of public anxiety and preservation of the environment.

The emergency response role of Division 2 Assistant Chief Fire Officer takes precedence over the responsibility of an Executive Manager when an event of significant magnitude activates a response during normal working hours. The Division 2 ACFO shall, as required by the responsibility of a priority recall duty roster, be available for up to sixteen (16) times per year (or as agreed) in one week 24 hour/day blocks, to be available for FRV's business in addition to normal business and from time to time respond outside normal working hours to operational queries and fires or significant incidents as requested. This facilitates the protection of life, property and environment, incident management and the occupational health and safety of staff.

PRIMARY OBJECTIVES

- Co-ordinate the management, development and skills maintenance of operational personnel.
- Commander skills utilised at the ACFO level.
- Monitor, manage and participate in ongoing development of the competencies and knowledge requirements of a Division 2 Assistant Chief Fire Officer in the Employer.
- Display on an ongoing basis, appropriate leadership competencies, behaviours and attitudes across the organisation and in situations outside normal department responsibilities expected of an Executive Operational Fire Service Officer.
- Represent FRV as an Executive Operational Fire Service Officer both within Australia and overseas.
- Implement the requirements of the Emergency Management Act and the Emergency Management Act and other Acts with the delegation of the Fire Rescue Commissioner within the **FRV** Fire District and other parts of Australia as tasked.
- Monitor and maintain an ongoing appreciation of all departments' responsibilities and corporate issues and have the competency to undertake at short notice, any of the positions currently occupied or capable of being occupied by an Officer of Assistant Chief Fire Officer rank.
- Provide a consistent and coordinated approach to risk management for the benefit of emergency responders and the wider community to minimise death, injury and property loss from fire and other incidents.
- Assist in the development, mentoring and skill maintenance of operational fire services staff.

ORGANISATIONAL / ENVIRONMENT

Reporting Relationships

Supervisor: Superior Ranks –Fire Rescue Commissioner and Deputy Fire Rescue Commissioners.

Lateral: Assistant Chief Fire Officers.

Subordinates: Commanders, Senior Station Officers, Station Officers and Fire Fighting Staff.

MAJOR FOCUS OF POSITION

- Respond to, and take charge of, major fires and incidents in accordance with the Emergency Management Act and other Acts as required.
- Administer the requirements of the Fire Rescue Victoria Act 1958 (Vic) commensurate with the rank of Assistant Chief Fire Officer.
- Administer the requirements of delegations of the Fire Rescue Commissioner as prescribed.
- The major focus of the position is to provide leadership, command and control and logistics management to ensure appropriate service delivery at fires and incidents, to fulfil FRV's obligations under the Fire Rescue Victoria Act 1958 (Vic).
- The major activity of the position is the development and application of firefighting strategy and tactics as the Incident Controller, or member of an Incident or Emergency Management Team, the coordination and deployment of resources and inter-agency liaison activities.
- The position oversees and advises on health and safety and, technical matters relating to fire and incident safety to ensure current and effective risk management and safety principles are applied in accordance with the OH&S Act.
- The incumbent assists in the promotion and marketing of emergency response activities, direct reporting to government officials, including media relations as required.
- Monitor and implement critical incident stress management for all staff.

QUALIFICATIONS, SKILLS AND EXPERIENCE

Possess the relevant knowledge, skill and application and senior operational experience to assume the rank of Assistant Chief Fire Officer.

Mandatory Fire Prevention and Operational Fire-fighting competencies in accordance with all Levels 1 through to Level 6 of the Australian Fire Competency standards and all levels of the Public Safety Fire Qualifications from Certificate Two to Advanced Diploma (or equivalent) (refer UFU / Employer agreed Training Framework).

Possess formal fire science qualifications supported by extensive professional experience in a range of emergency response disciplines.

Possess management qualifications and/or extensive experience and achievement in leading, motivating, developing and counselling staff at an executive level within an organisation.

Possess and demonstrate a broad range of highly developed managerial and leadership competencies with particular emphasis on practical application of emergency response command, control and coordination activities.

Detailed knowledge of Emergency Planning, Risk Management, Health, Environment, Fire Safety and other emergency related issues.

SCHEDULE 22 - DIVISION 2 ACFO - RECOGNITION OF OPERATIONAL FUNCTIONS

Key Performance Indicators

The role of the Division 2 ACFO (or any equivalent classification that is developed by FRV as a result of the organisation realignment program) is an important executive management position within the organisation essential to FRV meeting its statutory obligations. As such there is an expectation that ACFO (or any equivalent classification) will achieve the following requirements as specified as Key Performance Indicators.

In the event that the employee cannot demonstrate compliance with Key Performance Indicators and/or there is evidentiary material on non-compliance then there will be discussions between the immediate supervisor and the employee concerned.

To ensure fairness and equitable treatment such discussions must be based on evidentiary material which may be tested in the event that the employee does not agree that they have not met such Key Performance Indicators.

Operational Duties

- Availability for rostered recall
- Undertaking recall duties when rostered
- Participation in emergency recall activities
- Skills maintenance
- Demonstration of Incident Management Competence
- Expert operational advice and/or operational activities as directed by the Fire Rescue Commissioner.

Operational Staff Development

- Conduct at least four visits per assessment period to Operational Staff worksites (outside the ACFO's normal work location) or conduct a staff development seminar to build trust, foster communication or build capacity.

Workplace Health and Safety

- Conduct at least one seminar/familiarisation session per annum with Operational Staff concerning the Health Screening program; and/or
- Develop a targeted strategy to assist in reducing workplace injury.

Development of Corporate Leadership

- Mentor two subordinates per annum to expand their career opportunities, optimally aligned with succession plan projections for FRV.
- Maintain a register describing at least four activities per annum which have developed and/or demonstrated leadership skills.

SCHEDULE 23 - DIVISION 2 EMPLOYEE CLASSIFICATION DESCRIPTIONS -

Classification descriptions are as follows:

Division 2 Recruit to Division 2 Senior Firefighter Classifications

Employees undertaking Recruit to Senior Firefighter work report to Leading Firefighters or Station Officers and apply knowledge and skills to demonstrate autonomy and limited judgement in structured and stable contexts and within narrow parameters

Within the Division 2 Recruit to Division 2 Senior Firefighter classifications employees key duties are to:

- Participate in continuation training and skill acquisition
- Provide a high standard of emergency response, including a proactive approach to risk management, within a professional emergency service
- Work in accordance with FRV's Safe Systems

At the recruit classification duties include: undertaking the recruit training course

At the Division 2 Firefighter Level 1 classification duties include:

- Application of knowledge and skills to demonstrate autonomy in highly structured and stable contexts and within narrow parameters, and to the extent that relevant training has been completed the following:
 - Prevent Injury
 - Respond to urban fire
 - Operate breathing apparatus open circuit
 - Prepare, maintain and test response equipment
 - Operate communications systems and equipment
 - Work in a team
 - Provide emergency care
 - Participate in a rescue operation
 - Respond to wildfire
 - Check installed fire safety systems
 - Participate in community safety activities
 - Work safely around aircraft
 - Communicate in the workplace
 - Protect and preserve incident scene
 - Work effectively in a public safety organisation

- Respond to isolated remote structure fire
- Follow defined occupational health and safety policies and procedures
- Maintain safety at an incident site
- Work autonomously
- Respond to aviation incidents (general)

The Division 2 Firefighter Level 1 classification employees work with a crew of 3 qualified firefighters and a Station Officer. At this level the employee does not participate in EMR work on patients, does not drive to fire calls, does not operate a pump in emergency conditions and generally is located at SSO stations.

At the Division 2 Firefighter Level 2 classification duties include:

- Application of knowledge and skills to demonstrate autonomy in highly structured and stable contexts and within narrow parameters
- Further consolidation of Firefighter Level 1 skills

At the Division 2 Firefighter Level 3 classification duties include:

- Application of knowledge and skills to demonstrate autonomy in highly structured and stable contexts and within narrow parameters
- Further consolidation of Firefighter Level 2 skills
- Render hazardous materials incidents safe
- Employ personal protection at a hazardous materials incident
- Operate pumps
- Drive vehicles under operational conditions
- Foster a positive organisation image in the community
- Navigate in urban and rural environments

At the Division 2 Qualified Firefighter classification duties include:

- applying knowledge and skills to demonstrate autonomy and limited judgement in structured and stable contexts and within narrow parameters
- Further consolidation of Firefighter Level 3 skills and application of such skills at the Qualified Firefighter level
- Suppress urban fire
- Manage injuries at emergency incidents
- Administer oxygen in an emergency situation
- Utilise installed fire safety systems
- Suppress wildfire

At the Senior Firefighter classification duties include:

- applying knowledge and skills to demonstrate autonomy and limited judgement in structured and stable contexts and within narrow parameters
- Qualified Firefighter duties

Division 2 Leading Firefighter

Employees undertaking Division 2 Leading Firefighter work report to Division 2 Station Officers and Division 2 Senior Station Officers and apply knowledge and skills to demonstrate autonomy and judgement and to take limited responsibility in known and stable contexts within established parameters.

Within the Division 2 Leading Firefighter classification employees key duties are to:

- Supervise and co-ordinate personnel to provide a high standard of emergency response within a professional emergency service including risk management.
- Be in command and control of the following specific appliances: Transporter, BA Support, District Car, UAV Fireboats 1 & 2 and the Rehab Unit.
- Work in accordance with FRV's Safe Systems

At the Division 2 Leading Firefighter classification duties include:

- application of knowledge and skills to demonstrate autonomy and judgement and to take limited responsibility in known and stable contexts within established parameters
- Qualified Firefighter skills utilised at the LFF level
- Undertake community safety activities
- Plan and conduct a public awareness program
- Conduct initial investigation at incident scene
- Supervise response
- When applicable fitness leading/instructing
- When applicable assistant instructing duties (assistant instructor duties)
- When applicable fire simulator operation duties
- When applicable CCEO duties

Division 2 Station Officer

Employees undertaking Division 2 Station Officer work report to Division 2 Senior Station Officers and apply knowledge and skills to demonstrate autonomy, judgement and limited responsibility in known or changing contexts and within established parameters.

Within the Division 2 Station Officer classification employees key duties are to:

- Provide leadership and professional management of stations, towards operational readiness and for the provision of efficient and effective service delivery of services.
- Be in command and control of any appliances
- Work in accordance with FRV's Safe Systems

At the Division 2 Station Officer classification duties include:

- Application of knowledge and skills to demonstrate autonomy, judgement and limited responsibility in known or changing contexts and within established parameters
- Leading Firefighter skills utilised at the Station Officer level
- Conduct briefings/debriefings
- Lead, manage and develop teams
- Obtain incident intelligence
- Assess building plans
- Provide leadership in the workplace
- Develop community awareness network
- Liaise with the media in the region
- Administer workgroup resources
- Plan and organise group based delivery
- Facilitate group-based delivery
- Develop incident control strategies
- Manage quality customer service
- When applicable instructing duties (professional instructor duties)
- When applicable CCEO duties

Division 2 Senior Station Officer

Employees undertaking Division 2 Senior Station Officer work report to Division 2 Commanders and apply knowledge and skills to demonstrate autonomy, judgement and defined responsibility in known or changing contexts and within broad but established parameters.

Within the Division 2 Senior Station Officer classification employees key duties are to apply knowledge and skills to demonstrate autonomy, judgement and defined responsibility in known or changing contexts and within broad but established parameters.

Provide leadership and professional management of stations, towards operational readiness and for the provision of efficient and effective service delivery of services at a higher level than Division 2 Station Officers. Be in command and control of primary appliances at designated stations.

Work in accordance with Employer Safe Systems.

At the Division 2 Senior Station Officer classification duties include:

- applying knowledge and skills to demonstrate autonomy, judgement and defined responsibility in known or changing contexts and within broad but established parameters
- Station Officer skills utilised at the Senior Station Officer level

- Implement and monitor the organisation's occupational health and safety policies, procedures and programs
- Manage workplace information
- Implement prevention strategies
- Manage a multi-team response
- Command agency personnel with a multi-agency emergency response
- Promote a learning environment in the workplace
- Liaise with other organisations
- Co-ordinate human resource management activities
- Administer cost centre's financial resources
- Manage media requirements at major incidents
- Identify, analyse and evaluate risk
- When applicable senior instructing duties (senior professional instructor duties)

Division 2 FSCC

The Division 2 FSCC classification description is the classification description included at SCHEDULE 20.

Division 2 Commander

The Division 2 Commander classification is the classification description included at SCHEDULE 18.

Division 2 ACFO

The Division 2 ACFO classification is the classification description included at SCHEDULE 21 - and the operational functions at SCHEDULE 22.

SCHEDULE 24 - GARS**Greater Alarm Response**

ALARM/TYPE	1st ALARM	2ND ALARM	3RD ALARM	4TH ALARM	5TH ALARM
STRUCTURE FIRE	2 Primary Appliances [plus] 1 Primary Appliance when BA Stage 2 instigated	5 Primary Appliances 1 Teleboom 1 Rescue Unit 1 EA Support 1 Rehab Line 1 Commander	9 Primary Appliances 1 Teleboom 1 Rescue Unit 1 Ladder Platform 1 BA Unit 1 Control Unit 1 Rehab Unit 1 Flexible Hazmat Pod (DEBRIS & Rehab) 4 Commanders 1 ACFO	12 Primary Appliances 1 Teleboom 1 Rescue Unit 2 Ladder Platforms 1 BA Unit 1 Control Unit 1 Ultra Large 1 Hose Layer Pod 1 Rehab Unit 1 Flexible Hazmat Pod (DEBRIS & Rehab) 1 Hazmat Unit 1 RPAS 4 Commanders 1 OCC manager 1 ACFO 1 ACFO location at discretion of SAC 1 Scientific Advisor BMS FIA	17 Primary Appliances 1 Teleboom 1 Rescue Unit 9 Ladder Platforms 1 BA Unit 1 Control Unit 1 Ultra Large 1 Hose Layer Pod 1 Rehab Unit 1 Flexible Hazmat Pod (DEBRIS & Rehab) 1 Hazmat Unit 1 RPAS 4 Commanders 1 OCC manager 2 ACFO's 1 ACFO location at discretion of SAC 1 DCO 1 Scientific Advisor BMS FIA
NON STRUCTURE FIRE	2 Primary Appliances	4 Primary Appliances 2 PT/WT 2 Commanders	6 Primary Appliances 3 PT/WT 1 Control Unit 1 Rehab Unit	6 Primary Appliances 4 PT/WT 1 Control Unit 1 Rehab Unit	10 Primary Appliances 6 PT/WT 1 Control Unit 1 Rehab Unit

			3 Command ers 1 ACFO	4 Command ers 1 DCC Unit 1 ACFO	4 Command ers 1 OCC manager 1 ACFO 1 ACFO location at discretion of SAC 1 DCD
Rubbish/Recycling / Tip Fire additional to the above			1 Scientific Advisor 1 Hazmat Unit 1 BA Unit	1 Scientific Advisor 1 Hazmat Unit 1 BA Unit BMS	1 Scientific Advisor 1 Hazmat Unit 1 BA Unit BMS
Notes: 1. This matrix does not prevent an Incident Controller requesting specific items, appliances or personnel should they be required. 2. A Senior Station Officer is to be responded to all second alarm and recover response incidents. 3. All subsequent [above 5 th] alarms will be made up at the rate of 4 primary appliances for structure and non-structure fires, 2 primary appliances for all other event types.			4. Six appliance response to exchange calls for structure fires in the CBD. 5. Three appliance response to auto alarms in CBD (Rescue to Full Sprinkler Calls)		
HAZMAT	2 Primary Appliance s 1 Primary Appliance for Petrol Washawa ys	3 Primary Appliances 1 Primary No 38 STN 1 BA Unit 1 Hazmat Unit 1 Control Unit 1 Rescue Unit 2 Command ers 1 Scientific Advisor	5 Primary Appliances 1 Primary No 38 STN 1 BA Unit 1 Hazmat Unit 1 Control Unit 1 Rehab Unit 1 BMS 3 Command ers 1 ACFO 1 Scientific Advisor	7 Primary Appliances 1 Primary No 38 STN 1 BA Unit 1 Hazmat Unit 1 Hazmat Support Pod 1 Control Unit 1 Remote Unit 1 Rehab Unit 1 PPAS 3 Command ers 1 DCC Manager 1 ACFO 1 ACFO location at	9 Primary Appliances 1 Primary No 38 STN 1 BA Unit 1 Hazmat Unit 1 Hazmat Support Pod 1 Control Unit 1 Rescue Unit 1 Rehab Unit 1 PPAS 3 Command ers 1 DCC Manager 1 ACFO 1 ACFO location at

					discretion of SAC 1 Scientific Advisor BMS	discretion of SAC 1 DCO 1 Scientific Advisor BMS
EMR/MASS CASUALTY		1 Primary appliance	3 Primary appliances 2 Command ers	6 Primary appliances 1 Control Unit 2 Command ers 2 ACFO	9 Primary appliances 1 Control Unit 2 Command ers 1 ACFO	12 Primary appliances 1 Control Unit 4 Command ers 2 ACFO's 1 DCO
	HEAVY RESCUE SALVAGE	1 Primary Appliance 1 Rescue Unit	3 Primary Appliances 1 Rescue Unit 1 Heavy Rescue Pod	5 Primary Appliances 2 Rescue Unit 1 Heavy Rescue Pod	9 Primary Appliances 2 Rescue Units 1 Heavy Rescue Pod	12 Primary Appliances 3 Rescue Units 1 Heavy Rescue Pod
TECHNICAL RESCUE	USAR	1 Primary Appliance 2 Primary with a USAR operator 3 Rescue Units 1 Heavy Rescue Pod	3 Primary Appliances 3 USAR appliances 1 Rescue Unit 1 Heavy Rescue Pod 1 USAR Pod	6 Primary Appliances 10 USAR appliances 1 Rescue Unit 1 Heavy Rescue Pod 1 USAR Pod 1 Timber Pod	9 Primary Appliances 10 USAR appliances 2 Rescue Units 1 Heavy Rescue Pod 1 USAR Pod 1 Timber Pod	12 Primary Appliances 22 USAR appliances 2 Rescue Unit 1 Heavy Rescue Pod 1 USAR Pod 1 Timber Pod
	TRENCH RESCUE	1 Primary Appliance 2 Primary with a USAR operator 1 Rescue Unit 1 Heavy Rescue Pod	4 Primary Appliances 5 USAR operators 1 Rescue Unit 1 Heavy Rescue Pod	6 Primary Appliances 10 USAR operators 1 Rescue Unit 1 Heavy Rescue Pod 1 Timber Pod	9 Primary Appliances 14 USAR operators 2 Rescue Units 1 Heavy Rescue Pod 1 Timber Pod	10 Primary Appliance 18 USAR operators 2 Rescue Units 1 Heavy Rescue Pod 1 Timber Pod
	HART / CONFINED SPACE	1 Primary Appliance 2 Primary with a HART operator 1 Rescue Unit	4 Primary Appliances 5 HART operators 1 Rescue Unit 1 HART Pod	5 Primary Appliances 10 USAR operators 1 Rescue Unit 1 Heavy Rescue Pod	8 Primary Appliances 14 HART operators 2 Rescue Units 1 HART Pod	10 Primary Appliances 18 HART operators 1 Rescue Unit 1 HART Pod

		1 HART Pod	1 Heavy Rescue Pod	1 Timber Pod		
Note: Command unit will be		1 Commander	2 Commanders	1 Control Unit 1 Rescue Unit 2 Commanders 1 ACFO	1 Control Unit 1 Rehab Unit 3 Commanders 1 DCC manager 2 ACFO's	1 Control Unit 1 Rehab Unit 1 PPAS 2 Commanders 1 DCC manager 2 ACFO's 1 DCC

SCHEDULE 25 - RECEF TRANSITIONING TO RECEO

Note: The Employer has moved towards changing RECEF to RECEO. The agreed document will replace the document below.

RECEF

Prior to commencing any Firefighting operations, you must consider and act on the following:

Size up and estimate of the situation (refer Ch 3 – Evaluation)

- Rescue
- Exposure
- Confinement
- Extinguishment
- Fire Duty

Everyone knows it and everyone has used it. Every emergency you attend should be tackled with these rules, which will ensure a safe conclusion.

Rescue

After the safety of your firefighters, your next priority is that of the occupants. So what if you save a life and the building burns down. If lives are at risk, all efforts must be directed towards protecting and preserving life. Rescue operations are the most difficult and potentially confusing of all fireground activities. They require fast effective decisions from the person in charge, and strong confident action from the rescue crew.

Rescue does not always refer to the obvious. It is not just the person screaming and waving frantically from the balcony it might be a person who has fallen from the balcony into the bushes and is unconscious, it might not be the person badly trapped in one vehicle but the elderly occupant of the other who looks fine but may be suffering a heart attack. In the heat of the moment, we might overlook their injuries and concentrate on the loudest. So how do we know who to go to first?

Fire victims fall into three categories:

1. **Casualties outside the fire building**

Usually conscious and able people who have saved themselves. They should be moved to an assembly area, to account for all inhabitants of the affected building.

2. **Casualties trying to exit the fire building**

These people may have had difficulty in saving themselves and are usually in some state of panic, disorientation or injury. Their position is precarious and therefore they require immediate attention.

3. **Casualties still inside the fire building**

This group may be unaware, trapped, overcome or somehow unable to save themselves. They are quite often unknown or unaccounted for. Their location within the building may be assumed, but now known definitely until a search is completed.

When accounting for casualties in categories 1 and 2, if resources permit, you will be attempting to locate and rescue those in category 3. This search takes place in two ways:

- *Primary search – a rapid search of all involved and exposed areas affected by fire, which can be entered, to verify the removal and safety of all occupants.*
- *Secondary search – a thorough search of the interior fire area after fire control ventilation and interior lighting are completed.*

Following the primary search the rescue priority order is:

- *the most severely threatened*
- *the largest numbers of people*
- *the remaining fire area*
- *the exposed areas.*

Rescue operations require fast, effective decisions by the Officer. Throughout size up and rescue life safety is the number one priority.

Exposures

Assuming there are sufficient resources to handle those rescued, your attention now shifts towards minimising the potential damage to other areas. Exposures are any adjoining structures or properties not directly involved in a fire, but which are at risk of being damaged or burnt if a fire is not contained.

In the case of a fire, it might be the building next door, the gas cylinders in the workshop stopping the spread of fire to the roof space, stopping the spread of fire through conduction, convection and radiation.

In the case of a chemical incident, it may be damming up drains, floating barriers on the surface of rivers, log sprays to disperse a gas cloud or moving one chemical away from another.

Containment

Containment includes the operations used to prevent a fire spreading to uninvolved parts of the structure. Actions that you can take include:

- *Recognising potential areas of spread and taking action to deal with them*
 - *constructing fire breaks*
 - *removing fuel*
 - *extinguishing the fire*

- *Using cooling jet streams and sprays, such as water curtains, to protect the other parts of the structure from being involved in the fire.*

Extinguishment

Extinguishment involves putting out the fire. Some factors to be considered in the extinguishment of the fire are:

- **Type of fuel involved** – *this will determine the type of extinguishing medium to be used.*
- **The quantity of fuel involved** – *this will determine the quantity of extinguishing medium needed and the resources required to apply it.*
- **The physical arrangement of the fuel** – *this will determine how the extinguishing medium is applied.*
- **Location of fire and availability of equipment** – *this will determine how quickly fire suppression can be commenced.*
- **The environment** – *consideration of whether the area is residential, industrial or commercial.*
- **Access** – *this will determine how much equipment can be taken into the fire area.*
- **Quantity, quality and availability** – *of the required extinguishing medium.*

There are two strategies to employ when extinguishing the fire.

Offensive

An offensive strategy is when fire conditions allow you to conduct a direct attack. It is an aggressive approach to firefighting. In this situation firefighters enter the structure or perimeter of the fire area which charged hose lines to locate and extinguish or confine the fire.

If it is decided that the offensive strategy is not achieving the required outcomes, or circumstances change, you may be given further directions to achieve the objective or withdraw. After withdrawal a defensive strategy will commence.

Defensive

In a defensive strategy, fire streams may be placed between the fire and exposures to prevent the spread of fire. It may mean operating exterior streams around a large or inaccessible fire that is burning itself out. During defensive firefighting operations, firefighters and crews do not normally enter the burning structure.

Fire Duty

Fire duty is a crucial stage. Often it might be assumed the fire is out, when in fact it still smoulders in the wall cavity or ceiling space.

Checking for fire extension in a building is time consuming. Firefighters can use rakes, ceiling hooks and shovels to turn debris over and spread it out. Ceiling hooks can open up ceiling walls and wall spaces to check for hidden hotspots.

At this stage, firefighters should be careful not to unnecessarily disturb or remove debris. Overhaul may impede investigation of a suspicious fire, as debris can often be a key source of information in a fire investigation, especially in the area where it is thought the fire originated. Gently spraying water on burning materials, rather than blasting them with a jet, will assist in the preservation of evidence.

Places where fire may smoulder unnoticed include padded furniture, such as beds, couches and chairs and woodwork, such as window frames, joists and beams.

Ventilation and Salvage

Two other important stages of firefighting are Ventilation and Salvage. These are used at any stage during the fire to improve firefighting conditions and prevent further damage.

Ventilation

Ventilation is the replacement of smoke or contaminated air in the structure with fresh air. The purpose of ventilation is to:

- *prevent and reduce damage to the contents and structure from heat and smoke;*
- *prevent the spread of fire by a build-up of heat*
- *eliminate or reduce the possibilities of flashover*
- *improve firefighting conditions by:*
 - *increasing visibility in the structure*
 - *providing a non-toxic atmosphere in which to work without BA*
 - *reducing temperatures inside the structure*

There are two methods that may be used to ventilate a structure.

Natural ventilation

Natural ventilation involves opening windows, doors, remove cladding or roofing and allowing fresh air to circulate the structure.

Mechanical or pressurised ventilation

Mechanical or pressurised ventilation is a more complicated process. It is divided into two types, either negative or positive.

- *Negative pressure involves using a fan to draw smoke through the fan to the outside.*
- *Positive pressure pressurises the structure and forces the smoke out. Positive pressure ventilation (PPV) can be dangerous, therefore, each firefighter should have thorough training in this process prior to using positive pressure ventilation.*

Salvage

Salvage includes the operations required to protect structures and contents from preventable damage due to water, smoke, heat, steam, breakage, weather or theft.

Salvage operations are divided into two stages:

Operations performed during the fire:

- *using the water effectively and efficiently*
- *replacing damaged or leaking hoses immediately*
- *minimising damage to the structure when entering*
- *moving contents from one room to another*

Operations after the fire

- *moving furniture and stock to safe places*
- *covering furniture, plant and machinery with salvage sheets or tarpaulins*
- *maintaining security after the event*

SCHEDULE 26 - SYSTEMS OF WORK

Safety

Introduction

Firefighting is a physically demanding and dangerous job. Fireground operations involve many inherent dangers and very real risks to the participants. These dangers include fire, smoke, toxic combustible products, electrocution, structural collapse, explosion, stress, vehicle accident, overexertion, equipment failure, and direct results of uncoordinated tactical activities. Fireground action should be the domain of the participants who are physically fit, mentally alert, healthy, properly trained, fully protected and equipped, and organised to perform in a safe and coordinated manner.

As the person in charge at an emergency, the safety of everyone involved is your primary goal through the phases of every situation. There are risks that come with each emergency, and it is your responsibility to recognise, manage and reduce these risks.

You are responsible for the safety of each firefighter, and the safety of the whole operation. Each firefighter is also responsible for their personal safety, as well as that of their fellow firefighters.

Safety Factors

The critical factors of a fireground safety program must include:

Command Attitude

Safety is a primary responsibility of the person in charge of the incident and the organisation

Firefighter Attitude

Everyone involved in the operation is concerned with safety and accepts personal responsibility

Standard Operating Procedures

These exist to set guidelines for safe procedures, and outline standard approaches to situations

Sector Officers

Fireground operations are directed and managed through Sector Officers, with a standard responsibility to manage safety

Safety Training

All firefighters are well-trained in safety practices and procedures

Health and Fitness

Each firefighter is in the appropriate physical and emotional condition to perform their task without compromising their own safety or that of others

Protective Clothing

Everyone wears full protective clothing when subjected to physical hazards

Breathing Apparatus

Everyone wears BA when operating in a contaminated atmosphere

Equipment and Apparatus

Well-maintained, properly designed and equipment is provided to do the job safely and effectively

Risk Management

A limited amount of risk is accepted as part of the job, but every effort is made to avoid or minimise the risk present

Safety at an Emergency

Each individual is responsible for their own safety, as well as those they are working with. When you are in charge, you assume a certain level of responsibility for everyone's safety, and you have an obligation to ensure that all work is carried out in a safe manner. If you notice a safety procedure not being adhered to, or an individual ignoring a safety procedure, it is your responsibility to stop the person from proceeding with their actions, and to demonstrate, explain or remind them of safe workplace procedures.

Safety When Proceeding to a Call

It may sound pedantic, but safety starts before leaving the station, and there are a number of safety issues to consider from this point:

- *full firefighting uniform available –boots, gloves, helmet*
- *wearing a seatbelt whilst appliance is in motion*
- *cuts and abrasions suitably covered to prevent infection*
- *the driver takes no excessive risk*
- *there are no loose objects in the cabin of the truck that can slide and injure crew*
- *firefighters enter and exit the appliance appropriately*
- *the crew is made aware of your expectations prior to arriving*

These considerations will ensure your crew gets to the emergency safely!

Safety on the Fireground

Safety on the fireground occurs at several different levels. It has been discussed how each individual is responsible for their own safety, and those working with them. The person in charge of the crew is responsible for the safety of the crew; and the Incident Controller and appointed Safety Officer are responsible for fireground safety at all emergencies.

Firefighters may be involved in incidents where you might encounter one or more of the following types of hazards:

- **Thermal** –hazards relating to the extremes of temperatures
- **Mechanical** - hazards resulting from direct contact with fragments scattered because of container failure, explosion or shock-wave
- **Toxic** - chemicals that damage or destroy body cells through inhalation, absorption or ingestion
- **Corrosive** —substances that destroy living tissue or cause chemical burns after exposure
- **Asphyxiant** - hazards that can deprive the body of oxygen

- **Radioactive** - sources that can have a genetic effect (changes to the future generations), as well as somatic effects (physical injury)
- **Etiological** –micro-organisms that may cause human disease

To ensure safe and efficient performance when involved in these types of emergencies, full protective clothing and correct procedures are required. Therefore, you need to be aware of:

- The degree of protection provided by each item
- The risks, and the situations in which each item is worn
- The correct procedures for use.

Safety considerations at an emergency consist of the following:

Personal Safety

Unrestricted access to:

- Protective gloves –latex, kevlar, electrical gloves, granulated
- Clothing –overpants, tunic, splash suits, fully encapsulated
- Footwear –GP boots, rubber gumboots
- Eye –goggles, visors
- Ear –ear plugs, ear muffs
- Head –helmets, visors
- Breathing –BA, face masks, dusk masks

Fireground Safety

Awareness of:

Structural weakness:

- Leaning
- Cracking
- Twisting
- Flexing
- Groaning
- Leaking (smoke through walls)

Structural failure:

- Disappearing roof-mounted equipment
- Bricks landing on street
- Tilt slabs laying against others

- *Bowing floors*
- *Collapsed roof structures*

Environmental contamination:

- *Smoke colour*
- *Strong/strange smells*
- *Leaking of contaminants to air, water, drains*
- *Gas/vapour cloud*
- *Body fluids –blood, saliva, plasma*

Physical hazards:

- *Live electrical power lines*
- *Unstable structures, power poles, vehicles, contents*
- *Falling objects*
- *Flammable liquids*
- *Explosive gases*
- *Sharp objects –glass, metal, nails*
- *Water plus electricity*

Use of equipment:

- *Ladders*
- *B.A –SCBA, BG174, tally board, guidelines, personal distress device*
- *Hose lines*
- *Small gear and ropes and knots*
- *Specialist appliances*
- *Specialist equipment –air sampling etc*

Firefighting tactics:

- *Method of attack –overhead, combination, direct, indirect*
- *Extinguishing medium = foam, gas, water, fog*
- *Aerial equipment and ground monitors*

Other safety hazards:

- *Below-ground fires*

- *Ship firefighting*
- *Un-vented interior fires*
- *Crews operating directly over fires (roof or upper floor)*
- *Roof structures which may collapse suddenly*
- *Exterior attack combined with interior attack*
- *Limited access/exit situations*
- *Situations where fire can get behind fire crews*
- *Change of wind direction*

Safety following the Emergency

Pay particular attention to the following:

- Cleaning and maintenance of equipment used
- Cleaning and maintenance of firefighting uniform
- Injuries appropriately treated –cuts, burns, abrasions
- Debrief of activities –lessons learnt, faults identified, positives and negatives

Conclusion

The safety of you and your team members is each individual's primary concern. Regardless of the situation a casualty of an emergency is in, the professional / career firefighter does not put I, or their team members, in an unsafe situation when trying to rescue the injured. You only proceed when you have made the area safe, and you are certain that you will encounter minimal acceptable risk.

To ensure safety, you must reinforce safety programs, procedures, use of protective equipment and clothing, and safe operation of equipment and its maintenance. Any risks taken on the fireground must be controlled risks, justified to save lives and valued property. You must be constantly aware of the potential for danger, and continually monitoring the progress of your crew and the emergency.

Firefighting crews can become consumed with their individual tasks, and may not be aware of the 'bigger picture'. As the Incident Controller, this is your tasks, whether you are the first Leading Firefighter on-scene, or the **Fire Rescue Commissioner**.

SCHEDULES DIVISION 3 –DIVISION 3

SCHEDULE 27 - DIVISION 3 COMMANDER/ACFO/MCS/INSTRUCTOR STAFFING CHARTS

[Explanatory Note: This reflects the Commander / OM / MCS / Instructor Staffing Charts (Schedule 1, pp 617- 622) applicable at the commencement of the Interim Agreement. It will be confirmed (or where applicable, updated) to reflect the position applicable under the Interim Agreement immediately prior to the operation of this Workplace Determination.]

Without limiting FRV's general right to determine the number, identity or appointment of its staff, FRV will continue to apply the minimum staffing ratios, appliance allocation, locations and levels in place immediately prior to the operation of this Workplace Determination as appropriate targets. These targets are set out in the "Division 3 Commander/ACFO/Instructor Staffing Charts" set out below.

CONFIDENTIAL – REVISED JOINT IBWD 13 JUNE 2025

OM, COMMANDER, INSTRUCTOR & MANAGER COMMUNITY SAFETY STAFFING CHART - commencement of EA

Location	South West Region				West Region			North West Region				North East Region				South East Region				Headquarters	Training Grounds	Protective Equipment	TOTALS
	District 4	District 5	District 6	District 7	District 15	District 16	District 17	District 2	District 14	District 18	District 20	District 12	District 13	District 22	District 23	District 24	District 8	District 9	District 10				
OM Regional Commander				1	1			1	1				1	1			1		1				8
OM District	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	21	
OM Protective Equipment																					1	1	
OM Performance Improvement																				1		1	
OM CFA CAD Operations																				1		1	
OM Wildfire Policy & Planning																				1		1	
OM HQ Operations																				1		1	
OM BEST Project (SIPSACS)																				1		1	
OM Structural Fire Planning																				1		1	
OM Major Events & Security																				1		1	
OM Worksafe Major Hazards Officer																				1		1	
OM Office of Emergency Service Commissioner																				1		1	
OM Human Resource Planning																				1		1	
OM Learning & Development																				1		1	
OM OH & S																				1		1	
Commander Specialist Response																				1		1	
Commander State Aircraft Unit																				1		1	
Commander FIRS																				1		1	
OM Training Delivery																					1	1	
Commander Distance Education & AILMS Coordination																					1	1	
Commander Training Delivery																					1	1	
Commander State Driving Coordinator																					1	1	
Commander District Day Roster	2	3	2	2	3	2	2	3		3	3	3	3	2	2	2		3	2	2		44	
Commander OIC Integrated Station	1	1		4	1			1	9	1			3	1	1	1	9			2		35	
Commander District 10/14																						0	
Commander District 10/14 Reliever																						0	
Commander District Day Reliever		1	1	2	1		1	1	2	1		1	1	1		1	2		2		1	19	
Commander HQ Reliever																				2		2	
Manager Community Safety		1		1	1			1					1				1					6	
Senior Instructor				1	2			1					1	1							1	7	
				(S)	(15/1 W)				(S)				(S)	(W)						(W)			
Instructor Wildfire (W)		3	1	1	1	1	1	2	1	1	2	1	2		1	1	1	1	2	1		24	
Instructor Structural (S)		2		2	1		1	2	1	2	1	1	1	1	1	1	3	1	1	1		23	
Instructor Training Grounds																					14	14	
TOTALS	4	12	5	15	12	4	6	11	17	9	7	7	14	8	6	7	18	6	9	5	4	18	

Note: the OM Regional Commander and the Manager Community Safety (MCS) are Regional Positions.
The current locations of OM Regional Commander and MCS will remain unless changed by agreement.

CONFIDENTIAL – REVISED JOINT IBWD 13 JUNE 2025

OM, COMMANDER, INSTRUCTOR & MANAGER COMMUNITY SAFETY STAFFING CHART - 1st July 2016

Location		South West Region				West Region			North West Region				North East Region				South East Region					Headquarters	Training Grounds	Protective Equipment	TOTALS
		District 4	District 5	District 6	District 7	District 15	District 16	District 17	District 2	District 14	District 18	District 20	District 12	District 13	District 22	District 23	District 24	District 8	District 9	District 10	District 11				
	OM Regional Commander				1	1			1	1			1	1			1		1				8		
	OM District	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		21		
	OM Protective Equipment																					1	1		
	OM Performance Improvement																				1		1		
	OM CFA CAD Operations																				1		1		
	OM Wildfire Policy & Planning																				1		1		
	OM HQ Operations																				1		1		
	OM BEST Project (SIPSACS)																				1		1		
	OM Structural Fire Planning																				1		1		
	OM Major Events & Security																				1		1		
	OM Worksafe Major Hazards Officer																				1		1		
	OM Office of Emergency Service Commissioner																				1		1		
	OM Human Resource Planning																				1		1		
	OM Learning & Development																				1		1		
	OM OH & S																				1		1		
	Commander Specialist Response																				1		1		
	Commander State Aircraft Unit																				1		1		
	Commander FRS																				1		1		
	OM Training Delivery																					1	1		
	Commander Distance Education & AIMS Coordination																					1	1		
	Commander Training Delivery																					1	1		
	Commander State Driving Coordinator																					1	1		
	Commander District Day Roster	2	3	3	2	3	3	2	3		3	3	4	3	2	2	2		3	2	3	2		50	
	Commander OIC Integrated Station	1	1		4	1			1	9	1			3	1	1	1	9			2			35	
	Commander District 10/14																							0	
	Commander District 10/14 Reliever																							0	
	Commander District Day Reliever		1	1	2	1		1	1	2	1		1	1	1		1	2		2		1		19	
	Commander HQ Reliever																					2		2	
	Manager Community Safety		1		1	1			1				1				1							6	
	Senior Instructor				1	2			1				1	1								1		7	
					(S)	(15/1 W)				(S)			(S)	(W)							(W)				
	Instructor Wildfire (W)		3	1	1	1	1	1	2	1	1	2	1	2		1	1	1	1	2	1			24	
	Instructor Structural (S)		2		2	1			1	2	1	2	1	1	1	1	1	3	1	1	1			23	
	Instructor Training Grounds Training																					14		14	
	TOTALS	4	12	6	15	12	5	6	11	17	9	7	8	14	8	6	7	18	6	9	6	6	18	1	

Note: the OM Regional Commander and the Manager Community Safety (MCS) are Regional Positions.
The current locations of OM Regional Commander and MCS will remain unless changed by agreement.

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CONFIDENTIAL – REVISED JOINT IBWD 13 JUNE 2025

OM, COMMANDER, INSTRUCTOR & MANAGER COMMUNITY SAFETY STAFFING CHART - 1st July 2017

Location		South West Region				West Region			North West Region				North East Region				South East Region					Headquarters	Training Grounds	Protective Equipment	TOTALS
		District 4	District 5	District 6	District 7	District 15	District 16	District 17	District 2	District 14	District 18	District 20	District 12	District 13	District 22	District 23	District 24	District 8	District 9	District 10	District 11				
	OM Regional Commander				1	1			1	1			1	1			1		1					8	
	OM District	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			21	
	OM Protective Equipment																					1	1		
	OM Performance Improvement																					1	1		
	OM CFA CAD Operations																					1	1		
	OM Wildfire Policy & Planning																					1	1		
	OM HQ Operations																					1	1		
	OM BEST Project (SIPSACS)																					1	1		
	OM Structural Fire Planning																					1	1		
	OM Major Events & Security																					1	1		
	OM Worksafe Major Hazards Officer																					1	1		
	OM Office of Emergency Service Commissioner																					1	1		
	OM Human Resource Planning																					1	1		
	OM Learning & Development																					1	1		
	OM OH & S																					1	1		
	Commander Specialist Response																					1	1		
	Commander State Aircraft Unit																					1	1		
	Commander FIRS																					1	1		
	OM Training Delivery																					1	1		
	Commander Distance Education & AIMS Coordination																					1	1		
	Commander Training Delivery																					1	1		
	Commander State Driving Coordinator																					1	1		
	Commander District Day Roster	2	3	3	2	3	3	2	3		3	3	4	3	2	2	2		3	2	3	2		50	
	Commander DIC Integrated Station	1	1		4	1			1	9	1			3	1	1	1	9				2		35	
	Commander District 10/14									4														4	
	Commander District 10/14 Reliever									1														1	
	Commander District Day Reliever	1	1	1	2	1		1	1	2	1		1	1	1	1	1	2	1	2	1	1		23	
	Commander HQ Reliever																					2		2	
	Manager Community Safety		1		1	1			1				1				1							6	
	Senior Instructor				1	2			1					1	1							1		7	
	Instructor				(S)	(15/1 W)			(S)				(S)	(W)								(W)			
	Instructor Wildfire (W)		3	1	1	1	1	1	2	1	1	2	1	2		1	1	1	1	2	1			24	
	Instructor Structural (S)		2		2	1		1	2	1	2	1	1	1	1	1	3	1	1	1				23	
	Instructor Training Grounds																					14		14	
	TOTALS	5	12	6	15	12	5	6	11	22	9	7	8	14	8	7	7	18	7	9	7	6	18	18	1

Note: the OM Regional Commander and the Manager Community Safety (MCS) are Regional Positions.
The current locations of OM Regional Commander and MCS will remain unless changed by agreement.

CONFIDENTIAL – REVISED JOINT IBWD 13 JUNE 2025

OM, COMMANDER, INSTRUCTOR & MANAGER COMMUNITY SAFETY STAFFING CHART - 1st July 2018

Location		South West Region				West Region			North West Region				North East Region				South East Region					Headquarters	Training Grounds	Protective Equipment	TOTALS
		District 4	District 5	District 6	District 7	District 15	District 16	District 17	District 2	District 14	District 18	District 20	District 12	District 13	District 22	District 23	District 24	District 8	District 9	District 10	District 11				
	OM Regional Commander				1	1			1	1			1	1			1		1					8	
	OM District	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			21	
	OM Protective Equipment																					1	1		
	OM Performance Improvement																				1		1		
	OM CFA CAD Operations																				1		1		
	OM Wildfire Policy & Planning																				1		1		
	OM HQ Operations																				1		1		
	OM BEST Project (SIPSACS)																				1		1		
	OM Structural Fire Planning																				1		1		
	OM Major Events & Security																				1		1		
	OM Worksafe Major Hazards Officer																				1		1		
	OM Office of Emergency Service Commissioner																				1		1		
	OM Human Resource Planning																				1		1		
	OM Learning & Development																				1		1		
	OM OH & S																				1		1		
	Commander Specialist Response																				1		1		
	Commander State Aircraft Unit																				1		1		
	Commander FIRS																				1		1		
	OM Training Delivery																					1	1		
	Commander Distance Education & AIIMS Coordination																					1	1		
	Commander Training Delivery																					1	1		
	Commander State Driving Coordinator																					1	1		
	Commander District Day Roster	2	3	3	2	4	3	3	3		3	3	4	3	2	2	2		3	2	3	2		52	
	Commander OIC Integrated Station	1	1		5	1			1	9	1			3	1	1	1	9			2			36	
	Commander District 10/14				4					4								4						12	
	Commander District 10/14 Reliever					1				1								1						3	
	Commander District Day Reliever	1	1	1	2	1		1	1	2	1		1	1	1	1	1	2	1	2	1	1	1	24	
	Commander HQ Reliever																					2		2	
	Manager Community Safety		1		1	1				1			1					1						6	
	Senior Instructor				1	2				1				1	1							1		7	
	Instructor				(S)	(15/1 W)				(S)				(S)	(W)							(W)			
	Instructor Wildfire (W)		3	1	1	1	1	1	2	1	1	2	1	2		1	1	1	1	2	1			24	
	Instructor Structural (S)		2		2	1			1	2	1	2	1	1	1	1	1	3	1	1	1			23	
	Instructor Training Grounds																					14		14	
	TOTALS	5	12	6	21	13	5	7	11	22	9	7	8	14	8	7	7	23	7	9	7	6	19	18	1

Note: the OM Regional Commander and the Manager Community Safety (MCS) are Regional Positions.
The current locations of OM Regional Commander and MCS will remain unless changed by agreement.

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CONFIDENTIAL – REVISED JOINT IBWD 13 JUNE 2025

OM, COMMANDER, INSTRUCTOR & MANAGER COMMUNITY SAFETY STAFFING CHART - 31 December 2019

Location		South West Region				West Region			North West Region				North East Region				South East Region				Headquarters	Training Grounds	Protective Equipment	TOTALS	
		District 4	District 5	District 6	District 7	District 15	District 16	District 17	District 2	District 14	District 18	District 20	District 12	District 13	District 22	District 23	District 24	District 8	District 9	District 10					District 11
	OM Regional Commander				1	1			1	1				1	1			1		1				8	
	OM District	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		21	
	OM Protective Equipment																					1	1		
	OM Performance Improvement																					1	1		
	OM CFA CAD Operations																					1	1		
	OM Wildfire Policy & Planning																					1	1		
	OM HQ Operations																					1	1		
	OM BEST Project (SIPSACS)																					1	1		
	OM Structural Fire Planning																					1	1		
	OM Major Events & Security																					1	1		
	OM Worksafe Major Hazards Officer																					1	1		
	OM Office of Emergency Service Commissioner																					1	1		
	OM Human Resource Planning																					1	1		
	OM Learning & Development																					1	1		
	OM OH & S																					1	1		
	Commander Specialist Response																					1	1		
	Commander State Aircraft Unit																					1	1		
	Commander FRS																					1	1		
	OM Training Delivery																					1	1		
	Commander Distance Education & AIMS Coordination																					1	1		
	Commander Training Delivery																					1	1		
	Commander State Driving Coordinator																					1	1		
	Commander District Day Roster	2	3	3	2	4	3	3	3		3	3	4	3	2	2	2		3	2	3	1		51	
	Commander OIC Integrated Station	1	1		5	1			1	9	1			3	1	1	1	9			3			37	
	Commander District 10/14				4				4								4							12	
	Commander District 10/14 Reliever				1				1								1							3	
	Commander District Day Reliever	1	1	1	2	1	1	1	1	2	1	1	1	1	1	1	1	2	1	2	1	1	2	27	
	Commander HQ Reliever																					2		2	
	Manager Community Safety		1		1	1			1				1				1							6	
	Senior Instructor				1	2			1				1	1								1		7	
					(S)	(15/1 W)				(S)			(S)	(W)							(W)				
	Instructor Wildfire (W)		3	1	1	1	1	1	2	1	1	2	1	2		1	1	1	1	2	1			24	
	Instructor Structural (S)		2		2	1		1	2	1	2	1	1	1	1	1	1	3	1	1	1			23	
	Instructor Training Grounds																					14		14	
	TOTALS	5	12	6	21	13	6	7	11	22	9	8	8	14	8	7	7	23	7	9	7	6	20	18	1

Note: the OM Regional Commander and the Manager Community Safety (MCS) are Regional Positions.
The current locations of OM Regional Commander and MCS will remain unless changed by agreement.

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SCHEDULE 28 - DISTRICT-BASED RELIEVERS

1. Background

- 1.1 Division 3 District Based Relievers are employees of FRV whose role is as additional firefighting staff. Division 3 District Based Relievers perform a dual role in providing operational relief and capability.
- 1.2 A Division 3 District Based Reliever is appointed to one station and primarily allocated to a platoon at that station. Division 3 District Based Relievers are often rostered at other stations within their home and abutting Districts to provide coverage.
- 1.3 Division 3 District Based Relievers will provide relief to professional / career fire stations in the following locations:
- (a) the district within which the employee's appointed station is located or an abutting district, as required; and
 - (b) elsewhere by agreement.

2. Rank

- 2.1 The operational staffing requirements state-wide provide for the most suitable classification of Division 3 District Based Relievers to be Station Officer (Reliever) and Senior Station Officer (Reliever).

3. Allocation

- 3.1 Two Division 3 District Based Relievers will be based at each of the following fire stations:

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

- 3.2 Where the appointment of any additional relievers including but not limited to Division 3 District Based Relievers affects the current relief arrangements at professional / career fire stations or the arrangements under which current relievers are working, consultation under clause 18 shall occur. All changes to relief ratios including but not limited to any impact on other employees will be consulted over via clause 18 and will only be implemented by agreement with the UFU.

- 3.3 The parties will review the location of these positions on a case by case basis if required when a vacancy occurs. Any changes to locations of relievers will enact consultation requirements under clause 18.

4. Rostering principles

- 4.1 Apart from when relief is being provided for employees not subject to the 10/14 roster, or as provided elsewhere in this **Workplace Determination**, the Division 3 District Based Relievers will work on the 10/14 roster.
- 4.2 Division 3 District Based Relievers shall only provide relief at their rank, or if agreed at a higher rank.
- 4.3 Division 3 District Based Relievers will only provide relief to core positions on station unless by agreement with FRV, UFU and the employee concerned, on a case by case basis.
- 4.4 A Division 3 District Based Reliever shall be entitled to at least 48 hours' notice of a change of rostered shift (including station and/or platoon). If less than 48 hours' notice is provided, the reliever may agree to or refuse the change. This does not prohibit the movement of relievers during their ordinary rostered hours, provided their start and end shift time and location does not change.
- 4.5 If there is a change to rosters that will impact scheduled relief arrangements FRV will consult with the affected reliever as soon as that change becomes known, regarding alternative relieving duties and location. FRV will ensure alternative arrangements do not unreasonably disadvantage the reliever.
- 4.6 Division 3 District based relievers will be allocated to a platoon, however relief across other platoons may be unavoidable.
- 4.7 Platoon allocation will be determined in consultation with Officer in Charge and Operations Manager HR Planning. Once determined, platoon allocation must not be departed from unless by agreement with listed personnel and the District Based Reliever considered.
- 4.8 Division 3 District Based Relievers will have a rostered leave cycle allocated upon appointment and the allocation must not be departed from regardless of which vacancy is being relieved. Changes to allocated leave cycle can only occur subject to agreement with the reliever concerned, the Officer in Charge of the appointed station, ACFO HR Planning and UFU.
- 4.9 FRV will use all best endeavours to ensure that district based relievers relieve across 1 platoon. Over each 88 week period, relievers shall only be rostered for a total of 430 hours on any weekly shift (e.g. Wednesday night shift or any other specific shift). If an employee works more than 430 hours over the 88 week period on any shift, they will be paid double time however this additional payment will not remedy a breach of this **Workplace Determination**.

5. Other matters

- 5.1 Division 3 District based relievers will be provided agreed equipment in addition to that provided to other operational staff. The equipment will be agreed via consultation.
- 5.2 All Officer level Division 3 District Based Relievers shall be provided a private office space at all work locations, the minimum parameters of which shall be agreed between the UFU and FRV.

SCHEDULE 29 - ALLOWANCES, PERSONAL EXPENSES AND ACCOMMODATION

[Explanatory note: Table of allowance rates to be inserted and provided during the intractable bargaining workplace determination process]

Clause 199 of Division 3 applies to the rates set out below and any other allowance not included in SCHEDULE 29 -. Not all allowance rates are described in SCHEDULE 29 -:

ALLOWANCES FOR EMPLOYEES COVERED BY PART A OF DIVISION 3

Allowance	Rate
Fitness Leader Allowance	[to be inserted]
Permanent relocation allowance rate	[to be inserted]
Relieving Allowance	[to be inserted]
Availability Allowance	[to be inserted]
Qualification Allowances	[to be inserted]
Commander Qualifications Allowance	[to be inserted]
Difficult to fill location allowance	[to be inserted]
Qualifications Allowances	[to be inserted]
IFE Graduate Certificate or a Certificate of Fire Technology	[to be inserted]
IFE Graduate Certificate and Certificate of Fire Technology	[to be inserted]
IFE Membership and Graduate Certificate	[to be inserted]
Certificate IV in Workplace Training and Assessment	[to be inserted]
General PART A allowances continued	[to be inserted]
Reliever Work Allowance	[to be inserted]

ALLOWANCES FOR EMPLOYEES COVERED BY PART B - AND PART C - OF DIVISION 3

Allowance	Rate
EMR Allowance	[to be inserted]
Road Accident Rescue (RAR) Allowance	[to be inserted]
Higher Duties Allowance	[to be inserted]
CBR Allowance	[to be inserted]

CBR Allowance	[to be inserted]
<i>Instructors Allowances</i>	[to be inserted]
Facility Allowance	[to be inserted]
Qualification Allowance	[to be inserted]
State Wide Training Allowance	[to be inserted]
Relieving Allowance	[to be inserted]
Division 3 Command and Control Qualification Allowance	[to be inserted]

ALLOWANCES FOR EMPLOYEES COVERED BY PART D - OF DIVISION 3

Allowance	Rate
Higher Duties Allowance	[to be inserted]
On call payments	[to be inserted]

ALLOWANCES FOR EMPLOYEES COVERED BY PART F - OF THE WORKPLACE DETERMINATION

Allowance	Rate
PAD Supervisor Acting into a higher position	[to be inserted]
BA Training Allowance	[to be inserted]
PAD Safety Function Allowance	[to be inserted]
Forklift Allowance	[to be inserted]

ALLOWANCES FOR FSCCS COVERED BY OF THE WORKPLACE DETERMINATION

Allowance	Rate
FSCC Special Duties Allowance	[to be inserted]
Higher Duties	[to be inserted]
Delayed or interrupted meal allowance	[to be inserted]

PERSONAL EXPENSES AND ACCOMMODATION AGREEMENT

**FRV
and
UNITED FIREFIGHTERS' UNION
OF AUSTRALIA
(VICTORIAN BRANCH)
PERSONAL EXPENSES
AND
ACCOMMODATION
AGREEMENT
FOR DIVISION 3 EMPLOYEES**

1. ARRANGEMENT

Clause
No

1	Arrangement
2	General Principals
3	Definitions
4	Meals and Incidental Expenses
5	Overnight Absences
6	Part Day Absence
7	Accommodation
8	Advance Allowances
9	Miscellaneous Provisions
10	Claiming and Payment Procedures
11	Review of Expenses Schedule of Payments

2. GENERAL PRINCIPLES

- 2.1 This **Personal Expenses and Accommodation** Agreement sets out the procedures relating to accommodation and personal expenses and for employees covered under the terms of the award and this **Workplace Determination**, when required to work away from their normal work location as authorised by the [Employer].
- 2.2 The FRV will reimburse an employee for actual and reasonable out of pocket expenses incurred by the employee in the course of his or her authorised Duties.

- 2.3 An expense will be deemed necessary if it was incurred in the course of an employee's authorised duties and would not have been incurred in the ordinary circumstances of travel to and from the employee's home and normal duty location.
- 2.4 Wherever practical, employees are required to obtain approval before incurring travel, personal and out of pocket expenses.
- 2.5 The Authorised Officer must ensure all expenses were required and reasonable in the circumstances.
- 2.6 Employees are responsible for providing satisfactory receipts for amounts actually expended in excess of the standard allowances for reimbursement.
- 2.7 Reimbursement of expenses and allowances paid in accordance with the Australian Taxation Office "Reasonable Allowance" amounts are not subject to Pay As You Go (PAYG) withholding tax and are not required to be disclosed on annual Payment Summaries (formerly known as Group Certificates).
- 2.8 Nothing in the Agreement in this Schedule will entitle an employee to claim an expense under this **Workplace Determination** as well as receive a benefit under the terms of the award or the **Workplace Determination**, e.g. where an employee is entitled to the benefit of clause 10.4.1 (a)(i) or 10.4.1 (b)(i) of Part 2 of the award, he or she shall not also be entitled to the incidental expenses herein.
- 2.9 Where the Authority provides meals and/or accommodation the provisions of the **Workplace Determination** in this Schedule will not apply.
- 2.10 Meals and accommodation provided by the Authority will be of a reasonable standard (see clause 7.1 - Accommodation), however it is accepted that where operational incidents occur, it may not be reasonable or practical to provide accommodation and/or meals of the usual standard until established systems are in place or until Incident Management Teams are established.

3. DEFINITIONS

For the purpose of this Agreement in this Schedule the following are defined:

Authorised Officer is a person with the authority to approve expense payments in accordance with this Agreement **in this Schedule**.

Employer is the FRV.

CBD is the Melbourne Central Business District as defined in "Melway" Map 1A and 1B.

Part Day Absences are defined as absences not involving sleeping away from home.

Receipts referred to in the Agreement in this Schedule comprise original documentation being either an original Tax Invoices or other original receipts.

Standard Allowance is based on the Australian Taxation Office Rulings for reasonable daily travel allowance amounts where the employee is required to sleep away from home and is payable with no requirement to obtain or submit receipts.

Usual Base is the normal Employer work location of an employee.

4. MEALS AND INCIDENTAL EXPENSES

- 4.1 Standard Allowances for overnight absences are specified in the Schedule of Payments referred to herein.

- 4.2 Part Day Allowances are also specified in the Schedule of Payments referred to herein.
- 4.3 Receipts must be provided when claiming an amount in excess of the relevant allowance specified in the Schedule of Payments referred to herein.
- 4.4 Where the actual cost reasonably incurred by the employee is necessarily greater than the relevant Standard Allowance, the difference between the Standard Allowance paid and the expense incurred by the employee will be reimbursed where the original receipt/s are provided.
- 4.5 A Standard Allowance to cover incidental expenses may be claimable in conjunction with an overnight stay.
- 4.6 Where an employee has an entitlement under clause 12.4 of the award, the appropriate meal allowance/s as set out herein shall apply.

5. OVERNIGHT ABSENCES

Overnight Absence - Sleeping Away from Home:				
5.1 First day of an overnight absence:* +	All Employees	Entitlement		
		Breakfast	Lunch	Dinner
Commences travel from residence at or before	7.00	X	X	X
Commences travel from residence at or before	12.00		X	X
Commences travel from residence at or before	17.00			X

5.2 Intermediate Day(s) of an Overnight Absence: * +	All Employees	Entitlement		
		Breakfast	Lunch	Dinner
Absent from the usual base all day.		X	X	X

5.3 Last Day of an Overnight Absence * +	All Employees	Entitlement		
		Breakfast	Lunch	Dinner
Returns to residence at or after:	09.30	X		
Returns to residence at or after:	14.00	X	X	

Returns to residence at or after:	19.00	X	X	X

Notes

- *Incidental expenses are claimable for each night an employee is required to sleep away from home (an overnight absence).*

Where a shift worker's last day of an overnight absence is a night shift, these provisions will apply where he or she elects to sleep before returning home.

6. PART DAY ABSENCES

- 6.1 Where an employee is directed to work away from his or her usual work location, which does not necessitate sleeping away from home, and incurs an expense for each meal claimed will, in the circumstances set out below, be entitled to receive one (1) or more Part Day Absence Meal Allowances, shown in the Schedule of Payments referred to herein.

6.2 Part Day Absence Meals

All Employees		Entitlement
Commences travel from residence at or before:	07.00	Breakfast
And is unable to return before:	09.30	
Leaves residence at or before:	12.00	Lunch
And is unable to return before:	14.00	
Leaves residence at or before:	17.00	Dinner
And is unable to return before:	19.00	

7. ACCOMMODATION

- 7.1 It is expected that Employer employees will stay at well-appointed establishments that provide a reasonable standard of accommodation that would generally have facilities such as heating and cooling, a clock, television set, radio, tea and coffee making facilities, shower, refrigerator and an environment consistent with the employee having reasonable and adequate rest.
- 7.2 Where accommodation is not directly billed to, or borne by the Employer, the rates for the Standard Allowance are specified in the

Schedule of Payments attached to this **Workplace Determination**.

- 7.3 Accommodation shall be provided for employees working the 10/14 Roster for the complete tour of duty including when they are off duty. In such circumstances the tour of duty ends when the employee commences travel to his or her place of residence.
- 7.4 Employees working the 10/14 Roster where the travel is more than 100 Kms from his or her normal work location may elect to have accommodation for the night prior to commencing duty and/or after completion of duty.
- 7.5 Where the actual cost reasonably incurred by the employee is necessarily greater than the relevant Standard Allowance, the difference between the Standard Allowance paid and the

expense incurred by the employee will be reimbursed where the original receipt/s are provided.

8. ADVANCE ALLOWANCES

8.1 Where an employee is required to sleep overnight away from home, he or she may opt to receive the Standard Allowance in advance prior to travel.

8.2 Claims that are reasonable and necessary and in excess of the advance may be submitted upon return, provided receipts are lodged with the claim. If an employee returns prior to the original anticipated date and time, any advance received in respect of that period must be adjusted and repaid to the Employer.

9. MISCELLANEOUS PROVISIONS

9.1 Where a period of absence on official business is extended to pursue private interests (e.g. annual leave, public holidays, weekends) all costs relating to the private interest must be kept strictly separate and are the responsibility of the employee.

9.2 The usual or established travelling and accommodation arrangements may be altered to suit the private interest provided:

- the proposed arrangements are cost effective;
- any costs of a private or recreational nature can be clearly segregated from business related costs;
- the arrangements do not give rise to a conflict of interest situation whether real, potential or perceived; and
- the arrangements have the prior approval of the Authorised Officer.

10. CLAIMING AND PAYMENT PROCEDURES

10.1 All claims for personal expenses, including Part Day and Standard Allowances must be submitted the appropriate Authorised officer as appropriate on a completed Expenses Claim Form.

10.2 All receipts and other substantiating documentation must be original. Photocopies and invoice facsimiles are not acceptable.

10.3 Receipts are not required where the Standard Allowance is claimed.

11. REVIEW OF EXPENSE RATES

11.1 Expense rates listed in the Schedule of Payments will be reviewed and updated no less than annually by the parties having regard to such indicators as:

- rates of reasonable accommodation and personal expense allowances issued by the Australian Taxation Office;
- significant increases in recognised commercial accommodation costs; and
- movements in the Consumer Price Index (CPI).

[Explanatory note: Table of allowance rates to be inserted and provided during the intractable bargaining workplace determination process]

SCHEDULE OF PAYMENTS

Accommodation, Meal and Incidental Payments

For employees whose salary is \$115,450 or below per year

Overnight Absence:

Expense	Melbourne CBD and Metropolitan Area		Bright, Castlemaine, Wonthaggi, Colac		All Other Victorian Locations	
	Standard Allowance		Standard Allowance		Standard Allowance	
Breakfast	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]
Lunch	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]
Dinner	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]
Incidentals	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]

Part Day Absence:

Expense	Melbourne CBD and Metropolitan Area	Bright, Castlemaine, Wonthaggi	All Other Victorian Locations
Breakfast	[to be inserted]	[to be inserted]	[to be inserted]
Lunch	[to be inserted]	[to be inserted]	[to be inserted]
Dinner	[to be inserted]	[to be inserted]	[to be inserted]

Accommodation:

Location	Standard Allowance
Melbourne CBD and Metropolitan Area	[to be inserted]
Bright	[to be inserted]

Castlemaine	[to be inserted]
Wonthaggi	[to be inserted]
Colac	[to be inserted]
Ararat, Bairnsdale, Ballarat, Benalla, Bendigo, Echuca, Geelong, Hamilton, Horsham, Mildura, Portland, Sale, Seymour, Shepparton, Swan Hill, Wangaratta, Warrnambool	[to be inserted]
Other Victorian Country Centres	[to be inserted]

For employees whose salary is from \$115, 451 per year to \$205,300 per year

Overnight Absence:

Expense	Melbourne CBD and Metropolitan Area		Bright, Castlemaine, Wonthaggi, Colac		All Other Victorian Locations	
	Standard Allowance		Standard Allowance		Standard Allowance	
Breakfast	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]
Lunch	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]
Dinner	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]
Incidentals	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]

Part Day Absence:

Expense	Melbourne CBD and Metropolitan Area	Bright, Castlemaine, Wonthaggi	All Other Victorian Locations
Breakfast	[to be inserted]	[to be inserted]	[to be inserted]
Lunch	[to be inserted]	[to be inserted]	[to be inserted]
Dinner	[to be inserted]	[to be inserted]	[to be inserted]

Accommodation:

Location	Standard Allowance
Melbourne CBD and Metropolitan Area	[to be inserted]
Bright	[to be inserted]
Castlemaine	[to be inserted]
Wonthaggi	[to be inserted]
Colac	[to be inserted]
Ararat, Bairnsdale, Ballarat, Benalla, Bendigo, Echuca, Geelong, Hamilton, Horsham, Mildura, Portland, Sale, Seymour, Shepparton, Swan Hill, Wangaratta, Warrnambool	[to be inserted]
Other Victorian Country Centres	[to be inserted]

For employees whose salary is \$205,301 and above per year

Overnight Absence:

Expense	Melbourne CBD and Metropolitan Area		Bright, Castlemaine, Wonthaggi, Colac		All Other Victorian Locations	
	Standard Allowance		Standard Allowance		Standard Allowance	
Breakfast	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]
Lunch	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]
Dinner	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]
Incidentals	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]

Part Day Absence: Absence:

Expense	Melbourne CBD and Metropolitan Area	Bright, Castlemaine, Wonthaggi	All Other Victorian Locations
Breakfast	[to be inserted]	[to be inserted]	[to be inserted]
Lunch	[to be inserted]	[to be inserted]	[to be inserted]
Dinner	[to be inserted]	[to be inserted]	[to be inserted]

Accommodation:

Location	Standard Allowance
Melbourne CBD and Metropolitan Area	[to be inserted]
Bright	[to be inserted]
Castlemaine	[to be inserted]
Wonthaggi	[to be inserted]
Colac	[to be inserted]

Ararat, Bairnsdale, Ballarat, Benalla, Bendigo, Echuca, Geelong, Hamilton, Horsham, Mildura, Portland, Sale, Seymour, Shepparton, Swan Hill, Wangaratta, Warrnambool	[to be inserted]
Other Victorian Country Centres	[to be inserted]

SCHEDULE 30 - STATEMENT ON OPERATIONAL TRAINING AND ASSESSMENT

STATEMENT ON OPERATIONAL TRAINING AND ASSESSMENT

OBJECTIVES

- All operational training must equip Division 3 Professional /Career Firefighters and Division 3 Station Officers with the competencies, knowledge and skills necessary to operate on the fireground in a competent and safe manner.
- No Division 3 Professional / career firefighter is to be involved in firefighting unless he or she has been trained and is able to demonstrate they have the competencies and skills to undertake the tasks required of them in a safe and professional manner.
- Operational training standards related to delivery and assessment outcomes must be consistent across FRV.

Operating Principles

Public Safety Training Package

- All training and assessment must comply with the Public Safety Training Package (PSTP's), where they exist.

Training Delivery

- All training based on the Public Safety Training Package (PSTP's) must be delivered by personnel that hold the qualification or its equivalent stipulated within the respective module.
- Where paid operational training is delivered outside the PSTP based Framework such training must be delivered and assessed by a process agreed by the parties through EBIC and/or its SubCommittees.

Training will be delivered from:

- Training grounds as determined through consultation under clause 18
- all brigades across the state
- any other appropriate training locations as determined through consultation under clause 18.

Assessment

It is a normal requirement that all assessors must be qualified workplace assessors and be competent in the skill or module being assessed. However under circumstances where this is not possible a person who is competent in that skill or module may be used to advise the assessor in determining the persons competency.

Persons responsible for assessing competency Levels through the RPL and RCC process must be appropriately qualified. Persons who are qualified assessors and competent in the skill or module being assessed may be used to assist the RPL/RCC qualified assessor with this process.

Any validation process of assessment is to be performed in accordance with the national principles, standards and protocols set down by the Australian National Training Authority.

Accountability for Operational Training and Assessment

FRV through the Fire Rescue Commissioner has statutory responsibility for Operational Training and Assessment for Division 3 career Firefighters and Officers.

All training and assessment undertaken will be monitored by the Fire Rescue Commissioner through established procedures.

SCHEDULE 31 - DIVISION 3 TRAINING MODULE DELIVERY BY PROFESSIONAL INSTRUCTORS

TRAINING MODULE DELIVERY BY PROFESSIONAL INSTRUCTORS

	MODULE AFC LEVEL 1	Wildfire Instructor	Structural Instructor	COMMENTS
1.01	Health & Fitness	✓	✓	Instructor stream focus
1.02	Preparation & Maintenance of Equipment	✓	✓	Instructor stream focus
1.04	Driving Vehicles	✓	✓	ADI / Driver educator
1.05	Alarms & Sprinklers		✓	
1.06	Occupational Hazards	✓	✓	
1.07	Personal Protection 1	✓	✓	Minimum skills module
1.08	Occupational Stress	✓	✓	
1.09	Map Reading 1	✓	✓	Minimum skills module
1.10	Building Structures 1		✓	
1.11	Fire Suppression 1		✓	
1.12A	Wildfire Behaviour 1	✓		Minimum skills module, see note 1 below
1.12B	Wildfire Suppression 1	✓		Minimum skills module, see note 1 below
1.13	Vehicle Rescue		✓	
1.14	Search & Rescue		✓	
1.15	Breathing Apparatus (open circuit)		✓	
1.16	Casualty Assistance Subject matter expert			1.17 Emergency care Subject matter expert
1.19	Communications systems	✓	✓	

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	MODULE AFC LEVEL 1	Wildfire Instructor	Structural Instructor	COMMENTS
1.20	Computer skills			Subject matter expert
1.21	Workplace communication			Subject matter expert
1.22	Fire Agency Awareness	✓	✓	
1.23	Work Team Communication			Subject matter expert
1.24	Writing Skills for Work			Subject matter expert
1.25	Rope Rescue 1		✓	

	MODULE AFC LEVEL 2	Wildfire Instructor	Structural Instructor	COMMENTS
2.02	Inspect & Test Equipment	✓	✓	Instructor stream focus
2.03A	Drive Vehicle on road	✓	✓	ADI / Driver educator
2.03B	Drive vehicles off-road	✓	✓	ADI / Driver educator / Subject matter expert
2.04	Operate Pumps	✓	✓	Instructor stream focus
2.06	Personal Protection 2		✓	
2.07	Occupational Hygiene		✓	
2.08	Detection & Suppression Systems		✓	
2.09	Building & Evacuation Systems		✓	
2.10.	Mechanical Venting & Air Handling		✓	
2.11	Building Structures 2		✓	
2.12	Fire Behaviour (CFA)		✓	
2.13	Fire Suppression 2		✓	
2.14	Atmospheric Monitoring		✓	

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	MODULE AFC LEVEL 2	Wildfire Instructor	Structural Instructor	COMMENTS
2.15A	Salvage & Overhaul		✓	
2.15B	Ventilation		✓	
2.16	Hazardous Materials 1		✓	
2.17A	Heavy Rescue		✓	
2.17B	Trench Rescue		✓	
2.17C	Confined Space Rescue		✓	
2.17D	High Angle Rescue		✓	
2.17E	Structural Collapse		✓	
2.18	Breathing Apparatus (closed circuit)		✓	
2.19	Aerial Appliances		✓	
2.20	Specialists Appliances (A,B,C,D,E,F,G,H,I)	✓	✓	Subject matter expert appliance specific
2.21	Fire Prevention 1	✓	✓	Instructor stream focus
2.22	Administration 1			Subject matter expert
2.28	Wildfire Behaviour 2	✓		see note 1 below
2.29	Wildfire Suppression 2	✓		see note 1 below
2.30	Introductory Maths for Industry			Subject matter expert
2.31	Fire Science –Intro A			Subject matter expert
2.32	Fire Science –Intro B			Subject matter expert
2.33	Map Reading 2	✓	✓	
2.34	Aviation Fire Suppression 1			Subject matter expert

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	MODULE AFC LEVEL 3	Wildfire Instructor	Structural Instructor	COMMENTS
3.01	Occupational Health & Safety			Subject matter expert
3.04	Fire & Fire Incident Operations	✓	✓	Wildfire focus for wildfire Instructor
3.05	Building Fire Safety		✓	
3.06	Aviation Fire Suppression 2			Subject matter expert
3.07	Hazardous Materials 2		✓	
3.09	Workplace Trainer Category 1			Subject matter expert
3.10.	Writing Work Place documents			Subject matter expert
3.11	Public Speaking			Subject matter expert
3.12	Dealing with Conflict			Subject matter expert
3.13	Negotiation Skills			Subject matter expert
3.14	Leadership	✓	✓	
3.15	Supervising Teams	✓	✓	
3.16	Quality of Service			Subject matter expert
3.17	Prescribed Burning 1	✓		
3.18	Wildfire Suppression 3	✓		
3.19	Maths for data Representation			Subject matter expert
3.20	Fire Science in Chemistry			Subject matter expert
3.21	Introduction to Law			Subject matter expert
3.22	Workplace Assessment			Subject matter expert
3.23	Wildfire Behaviour 3	✓		
3.24	Meetings			Subject matter expert

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	MODULE AFC LEVEL 4	Wildfire Instructor	Structural Instructor	COMMENTS
4.01	Resources Evaluation			Subject matter expert
4.02	Pre-Incident Planning	✓	✓	Instructor stream focus- subject matter expert
4.03	Operational Management	✓	✓	Instructor stream focus- subject matter expert
4.04	Incident Control System - AIIMS	✓	✓	
4.05A	Fire Investigation - Wildfire	✓	✓	Qualified Instructors only
4.05B	Fire Investigation - Structural		✓	Qualified Instructors only
4.06.	Fire Investigation –Legal Procedures	✓	✓	Qualified Instructors only - subject matter expert
4.07	Fire Prevention	✓	✓	Instructor stream focus –subject matter expert
4.08	Building Fire Safety 2		✓	
4.09	Building Fire Services			Subject matter expert
4.10	Administration 2			Subject matter expert
4.11	Communications 1			Subject matter expert
4.12	Interviews			Subject matter expert
4.13	Workplace Trainer Category 2			Subject matter expert
4.15	Public Relations A			Subject matter expert
4.16	Leadership & Team Management	✓	✓	
4.17	Introduction to Budgeting			Subject matter expert
4.18	Human Resources Management			Subject matter expert
4.19	Policy Development			Subject matter expert
4.20	Fire Law	✓	✓	Subject matter expert
4.21	Material Science –Fire Behaviour			Subject matter expert
4.22	Material Behaviour –Fire Prevention			Subject matter expert

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	MODULE AFC LEVEL 4	Wildfire Instructor	Structural Instructor	COMMENTS
4.23	Mechanics			Subject matter expert
4.24	Assessment Validation			Subject matter expert
4.25	Prescribed Burning 2	✓		Subject matter expert

	MODULE AFC LEVEL 5	Wildfire Instructor	Structural Instructor	COMMENTS
5.01	Resources Upgrading & Development Management			Subject matter expert
5.02	Planning Management	✓	✓	Instructor stream focus –subject matter expert
5.03	Logistics Management	✓	✓	Instructor stream focus –subject matter expert
5.04	Incident Management Skills	✓	✓	Instructor stream focus –subject matter expert
5.05	Operations Analysis	✓	✓	Instructor stream focus –subject matter expert
5.06	Project Management			Subject matter expert
5.07	Communications 2			Subject matter expert
5.08	Public Relations B			Subject matter expert
5.09	Team Performance			Subject matter expert
5.10	Managing Finance - Budgets			Subject matter expert
5.11	Human Resources Management 2			Subject matter expert
5.12	Planning & Management Change			Subject matter expert
5.13	Occupational Health & Safety Management			Subject matter expert
5.14	Management of Workplace Assessment			Subject matter expert

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	MODULE AFC LEVEL 6	Wildfire Instructor	Structural Instructor	COMMENTS
6.01	Pre Incident Response Planning 2			Subject matter expert
6.02	Major Operations Management			Subject matter expert
6.03	Policy and Legislation			Subject matter expert
6.04	Information Resource Management			Subject matter expert
6.06	Marketing Concepts			Subject matter expert
6.07	Strategic Leadership			Subject matter expert
6.08	Managing Finance –Performance and Cost Efficiency			Subject matter expert
6.09	Managing Finance –Operating and Capital Expenditure			Subject matter expert
6.10	Human Resources Management 3			Subject matter expert
6.11	Strategic Planning			Subject matter expert

All units/elements to be instructed by personnel who have the appropriate competency and proficiency in the specific course of instruction.

NOTE:

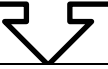
1. Structural professional instructors who were Division 3 firefighters or officers can train and assess within the wildfire stream without restriction according to their level of competency and experience.

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	DIVISION 3 UNITS	Wildfire Instructor	Structural Instructor	COMMENTS
	Maintain Safety at an Incident	✓	✓	
	Wildfire Minimum Skills	✓		see note 1 below
	Low structure		✓	
	Hazmat Awareness		✓	
	Crew Leader / Controller at Small Incident	✓	✓	Instructor stream focus - Qualified Instructors only
	Strike Team Leader	✓	✓	Instructor stream focus - Qualified Instructors only
	Sector Commander	✓	✓	Instructor stream focus - Qualified Instructors only
	Plantation fire fighting	✓		
	Ground Observer	✓		Qualified Instructors only
	Fireline Leadership	✓	✓	Qualified Instructors only
	AIIMS unit roles	✓	✓	Qualified Instructors only

NOTE: The parties acknowledge that AFCs are to be converted to PSTPs and will be determined via clause 18.

SCHEDULE 32 - INSTRUCTOR CAREER AND PROGRESSION PATHWAY

1 Pay Rate: Division 3 Station Officer	Deliver units / subjects in accordance with qualifications & vocational experience. Complete core unit cert IV TAA / TAE or SO skills profile progress to pay point 2 
2 Pay Rate: Division 3 Senior Station Officer	Deliver units / subjects in accordance with qualifications & vocational experience. Complete elective unit cert IV TAA / TAE or SSO skills profile Progress to pay point 3 
3 Pay Rate: Division 3 Senior Station Officer +10%	Deliver units / subjects in accordance with qualification & vocational experience. Complete core units Diploma TAA / TAE Progress to pay point 4.1 
4.1 Pay Rate: Division 3 Commander Level 2	Complete electives Diploma TAA / TAE Progress to pay point 4.2 
4.2 Pay Rate: Division 3 Commander Level 3	12 months current professional CFA Instructor Proceed to pay point 4.3 
4.3 Pay Rate: Division 3 Commander Level 4	

Division 3 Senior Instructor pay rate is **Division 3** Commander Level 4.

SCHEDULE 32 - will apply to all Instructors in addition to any specific provisions which apply in clause 160.11.

SCHEDULE 33 - OPERATIONAL RECALL

Operational Recall occurs in the following circumstances, except when the employee is the Division 3 Duty Officer:

When an employee who is off duty is required to respond to manage, support an emergency event or follow-up after an emergency event or incident, all time spent attending to and travelling to and from the incident constitutes Operational Recall.

Response is further defined as a return to work either to a headquarters, operational facility (including any fire station), an incident or significant out of hours work required and endorsed by the line manager.

When an employee is on duty and is required to respond to manage or support an emergency or incident, all time spent attending to and travelling to and from the incident after normal or rostered hours of work that day constitutes Operational Recall.

For the purposes of this Schedule, operational recall also includes the managing of personnel welfare and industrial issues that may not be directly related to any incident, especially in the case of Officers in Charge of Regions or fire stations that are responsible for Division 3 employees.

SCHEDULE 34 - ARRANGEMENTS FOR RELIEF FOR CO/ACFO POSITIONS SECONDED TO CFA

GROUP A	GROUP B	GROUP C
Division 3 Commander- State Aircraft Unit Division 3 ACFO - CAD Operations Division 3 ACFO - Wildfire Policy & Planning Division 3 ACFO - HQ Operations Division 3 ACFO - BEST Project Division 3 ACFO -Structural Fire Planning Division 3 ACFO (Regional Commander)	Division 3 ACFO - Training Delivery Division 3 Commander - State Driving Coordinator Division 3 Commander/ACFO - OH&S Division 3 ACFO –Learning and Development	Division 3 Commander - Reliever

GROUP A POSITIONS

- Relief will be provided from the first day of absence.
- The Line Manager may consider the operational capability and workload management in determining relief above minimum standards.

GROUP B POSITIONS

- No relief required when leave is during a shutdown period or no course commitments.
- Otherwise, relief will be provided after a one (1) week period.
- The Line Manager may consider the operational capability and workload management in determining relief above minimum standards.

GROUP C POSITIONS

- No relief is required.

ALL GROUPS

- The intention of relief is to facilitate the ability for Division 3 Commanders and Division 3 ACFOs to be able to take periods of planned absences and leave.
- Should special circumstances exist, the appropriate manager may approve relief for leave periods that do not exceed one (1) week.
- Based on operational planning needs, the Fire Rescue Commissioner may require variation to the total number of employees taking leave at any one time. The Fire Rescue Commissioner also needs

to be satisfied that the number of available Division 3 Commanders and ACFOs at any one time meets operational requirements.

- When relief cannot be provided from other sources no employee covered by this Workplace Determination shall unreasonably refuse to relieve another employee at a different location in an unexpected situation.
- The methodology of providing relief can be further developed through the provisions of Clause 18 - Consultation. However, in further developing the methodology of relief, it will not be used as a basis for not providing relief.
- All Division 3 personnel who are seconded to the CFA, appointed to CFA Headquarters and hold state responsibilities, are to receive the remuneration and conditions in accordance with terms established through consultation under clause 18 - Consultation. By way of guidance, these would be conditions applicable to Commander or ACFO classification.

SCHEDULE 35 - DIVISION 3 CLASSIFICATION DESCRIPTIONS

Classification descriptions are as follows:

Division 3 Recruit to Division 3 Senior Firefighter Classifications

Employees undertaking Division 3 Recruit to Division 3 Senior Firefighter work report to Division 3 Leading Firefighters or Division 3 Station Officers and apply knowledge and skills to demonstrate autonomy and limited judgement in structured and stable contexts and within narrow parameters

Within the Division 3 Recruit to Division 3 Senior Firefighter classifications employees key duties are to:

- Participate in continuation training and skill acquisition
- Provide a high standard of emergency response, including a proactive approach to risk management, within a professional emergency service
- Work in accordance with FRV's Safe Systems
- The duties in the Firefighter Position Description below, as applicable to the relevant paypoint.
 - Provide competent response capability to emergency situations consistent with the training and experience in a fire fighting position.
 - Under supervision assist, or within their competence, conduct training and education sessions for volunteer, career personnel and the community.
 - Perform minor maintenance on operational equipment and in other areas as agreed between the parties.
 - Undertake risk management duties within their competence as required.
 - Provide support to and establish and maintain an effective working relationship with volumeter personnel.
 - Carry out administration duties.
 - Establish effective customer service relationship with community and industry.
 - Under supervision, provide operational support as required.
 - Establish and maintain a level of competence appropriate to the position.

At the recruit classification duties include: undertaking the recruit training course

At the Division 3 Firefighter Level 1 classification duties include:

- Application of knowledge and skills to demonstrate autonomy in highly structured and stable contexts and within narrow parameters, and to the extent that relevant training has been completed the following:
- Prevent Injury
- Respond to urban fire
- Operate breathing apparatus open circuit

- Prepare, maintain and test response equipment
- Operate communications systems and equipment
- Work in a team
- Provide emergency care
- Participate in a rescue operation
- Respond to wildfire
- Check installed fire safety systems
- Participate in community safety activities
- Work safely around aircraft
- Communicate in the workplace
- Protect and preserve incident scene
- Work effectively in a public safety organisation
- Respond to isolated remote structure fire
- Follow defined occupational health and safety policies and procedures
- Maintain safety at an incident site
- Work autonomously
- Respond to aviation incidents (general)

The Division 3 Firefighter Level 1 classification employees work with a crew of 3 qualified firefighters (including at least 1 Division 3 Leading Firefighter) and a Division 3 Station Officer.

At this level the employee does not participate in EMR work on patients.

At the Division 3 Firefighter Level 2 classification duties include:

- Application of knowledge and skills to demonstrate autonomy in highly structured and stable contexts and within narrow parameters
- Further consolidation of Firefighter Level 1 skills

At the Division 3 Firefighter Level 3 classification duties include:

- Application of knowledge and skills to demonstrate autonomy in highly structured and stable contexts and within narrow parameters
- Further consolidation of Firefighter Level 2 skills
- Render hazardous materials incidents safe
- Employ personal protection at a hazardous materials incident
- Operate pumps

- Drive vehicles under operational conditions
- Foster a positive organisation image in the community
- Navigate in urban and rural environments

At the Qualified Firefighter classification duties include:

- applying knowledge and skills to demonstrate autonomy and limited judgement in structured and stable contexts and within narrow parameters
- Further consolidation of Firefighter Level 3 skills and application of such skills at the Qualified Firefighter level
- Suppress fire
- Manage injuries at emergency incidents
- Administer oxygen in an emergency situation
- Utilise installed fire safety systems
- Suppress wildfire

At the Senior Firefighter classification duties include:

- applying knowledge and skills to demonstrate autonomy and limited judgement in structured and stable contexts and within narrow parameters
- Qualified Firefighter duties

Leading Firefighter

Employees undertaking Leading Firefighter work report to Station Officers and Senior Station Officers and apply knowledge and skills to demonstrate autonomy and judgement and to take limited responsibility in known and stable contexts within established parameters.

Within the Leading Firefighter classification employees key duties are to:

- Supervise and co-ordinate personnel to provide a high standard of emergency response within a professional emergency service including risk management.
- Be in command and control of the following specific appliances: Bronto, BA Support Van, MCV, Ground Observer Vehicles.
- Work in accordance with FRV's Safe Systems

Provide competent response capability and supervision of emergency situations in line with the with the Fire Rescue Commissioner's Standing Orders.

Supervise, co-ordinate and conduct training and education sessions for volunteers, career personnel and the community commensurate with their skills and competences.

Perform minor maintenance on operational equipment and in other areas as agreed between the parties.

Undertake risk management duties within their competence as reasonably required.

In the brigade's area, provide leadership to the brigade.

Establish effective customer service relationship with community and industry.

Assist in day to day management of the Brigade consistent with the Fire Rescue Commissioner's Standing Orders.

Provide support to and establish and maintain an effective working relationship with volunteer personnel.

Advise and report to Brigade management on key issues.

Assist the Brigade in all aspects of Brigade management.

Carry out administration duties.

Establish and maintain a level of competence appropriate to the position.

Assist with the development and implementation of brigade Business Plan and Budget.

At the Leading Firefighter classification duties include:

- application of knowledge and skills to demonstrate autonomy and judgement and to take limited responsibility in known and stable contexts within established parameters
- Qualified Firefighter skills utilised at the LFF level
- Undertake community safety activities
- Plan and conduct a public awareness program
- Conduct initial investigation at incident scene
- Supervise response
- When applicable fitness leading/instructing
- When applicable instructing duties (professional instructor duties)
- When applicable CCEO duties

Station Officer

Employees undertaking Station Officer work report to Senior Station Officers or Commanders and apply knowledge and skills to demonstrate autonomy, judgement and limited responsibility in known or changing contexts and within established parameters.

Within the Station Officer classification employees key duties are to:

- Provide leadership and professional management of stations, towards operational readiness and for the provision of efficient and effective service delivery of services.
- Be in command and control of any appliances

- Work in accordance with FRV's Safe Systems
 - Provide effective leadership and management within an FRV (former CFA) station.
 - Provide support to and establish and maintain an effective working relationship with volunteer personnel.
 - Ensure efficient and effective incident management.
 - Accountable for operational performance of the brigade and for rectifying deficiencies.
 - Carry out administration duties
 - Liaise with and support functional Managers in their area of responsibility.
 - Support Brigade management within their competence in the establishment and delivery of effective risk management within the brigade area.
 - Accountable to Brigade management and Operations Manager for brigade preparedness and key service delivery outcomes.
 - Contribute to the development and implementation of the Brigade business plan and budget.
 - Develop effective working relationships and co-operation with other Emergency Services organisations, Government agencies, industry and other community-based organisations,
 - Develop and promote FRV as a professional community service organisation.

- Establish and maintain a level of competence appropriate to the position.
- Contribute to the development and maintenance of brigade Standard Operating Procedures and operational policy

At the Station Officer classification duties include:

- Application of knowledge and skills to demonstrate autonomy, judgement and limited responsibility in known or changing contexts and within established parameters
- Leading Firefighter skills utilised at the Station Officer level
- Conduct briefings/debriefings
- Lead, manage and develop teams
- Obtain incident intelligence
- Assess building plans
- Provide leadership in the workplace
- Develop community awareness network
- Liaise with the media in the region
- Administer workgroup resources
- Plan and organise group based delivery
- Facilitate group-based delivery

- Develop incident control strategies
- Manage quality customer service
- When applicable instructing duties (professional instructor duties)
- When applicable CCEO duties

Senior Station Officer

Employees undertaking Senior Station Officer work report to Commanders and apply knowledge and skills to demonstrate autonomy, judgement and defined responsibility in known or changing contexts and within broad but established parameters.

Within the Senior Station Officer classification employees key duties are to apply knowledge and skills to demonstrate autonomy, judgement and defined responsibility in known or changing contexts and within broad but established parameters and:

- Provide leadership and professional management of stations, towards operational readiness and for the provision of efficient and effective service delivery of services at a higher level than Station Officers.
- Be in command and control of primary appliances at designated stations
- Work in accordance with FRV's Safe Systems
 - Provide effective leadership and management within an FRV (former CFA) station.
 - Provide support to and establish and maintain an effective working relationship with volunteer personnel.
 - Ensure efficient and effective incident management.
 - Accountable for operational performance of the brigade and for rectifying deficiencies.
 - Carry out administration duties
 - Liaise with and support functional Managers in their area of responsibility.
 - Support Brigade management within their competence in the establishment and delivery of effective risk management within the brigade area.
 - Accountable to Brigade management and Operations Manager for brigade preparedness and key service delivery outcomes.
 - Contribute to the development and implementation of the Brigade business plan and budget.
 - Develop effective working relationships and co-operation with other Emergency Services organisations, Government agencies, industry and other community-based organisations,
 - Develop and promote FRV as a professional community service organisation.
- Establish and maintain a level of competence appropriate to the position.
- Contribute to the development and maintenance of brigade Standard Operating Procedures and operational policy

At the Division 3 Senior Station Officer classification duties include:

- applying knowledge and skills to demonstrate autonomy, judgement and defined responsibility in known or changing contexts and within broad but established parameters
- Station Officer skills utilised at the Senior Station Officer level
- Implement and monitor the organisation's occupational health and safety policies, procedures and programs
- Manage workplace information
- Implement prevention strategies
- Manage a multi-team response
- Command agency personnel with a multi-agency emergency response
- Promote a learning environment in the workplace
- Liaise with other organisations
- Co-ordinate human resource management activities
- Administer cost centre's financial resources
- Manage media requirements at major incidents
- Identify, analyse and evaluate risk
- When applicable instructing duties (professional instructor duties)

Instructor

Position Title: Division 3 Senior Instructor	Incumbent:
Department: Training & Development	Location: Various
Reports to: Training Manager	Position Reporting to this Position: Nil
Primary Purpose of the Position: 1. Co-ordinate, develop, prepare and deliver appropriate training courses to Career Firefighters/Fire Officers, Regional clients and other third parties. 2. Co-ordinate human and physical resources associated with the delivery of training. 3. Provide advice and support for the development and delivery of training materials and programs.	
Key Result Areas	Key Performance Measures
1. Co-ordinate, develop, prepare, deliver, assess and evaluate training programs for Career Firefighters/Fire Officers in Brigades, Regions, Areas, Regional industry clients and other third parties. 2. Liaise with Brigades and Regional Industry Clients and other third parties to ensure that delivery strategies implemented address the identified training needs.	Course materials prepared and delivered within time frames and standards. Course evaluation reports including recommendations are completed and actions initiated within agreed time frames. Establish and maintain effective liaison with Brigades and Industry clients for area of responsibility.

3. Monitor and maintain the quality of training/courses delivered to ensure that client and appropriate industry standards are achieved. 4. Keep abreast of, and implement where appropriate new techniques, knowledge and technology related to training delivery. 5. All training to be conducted in a safe manner including coordination and overseeing of the safe use of training resources, the safety of all students, PAD Operators and Instructors whilst undertaking hot fire training and other practical drills within legislative requirements and agreed OH&S standards. 6. Control course expenditure within budgetary requirements. 7. Ensure appropriate selection and use of firefighting, communications, audiovisual and other plant and equipment in accordance with relevant legislative and/or manufacturers specifications. 8. Undertake training development projects as directed.	Ensure training/courses conducted conform to the requirements of the client and appropriate industry standards. Provide advice on actions required to maintain quality delivery to client needs. Monitor developments in research, provide advice and recommendations on changes to the Training Manager that relate to specific training. Ensure that all OH&S requirements are identified and implemented for courses being co-ordinated. Monitor the workplace to ensure requirements are being met. Prepare recommendations for improving procedures where risks are identified. Implement procedures once agreed. Promote safe work practices to all staff and clients. Courses are conducted within budgetary constraints and policy guidelines. Appropriate financial records are maintained. Ensure that appropriate equipment is selected and used in accordance with specified requirements. Development projects undertaken and completed within agreed time frames. Undertake all training and assessment within the principles specified in the Statement on Operational Training and Assessment at SCHEDULE 30
Key Selection Criteria:	
Knowledge and ability to deliver high quality training on a wide range of emergency management/emergency response/community safety subjects. Experience in the application of adult learning, strategies and practices in industry. Effective interpersonal, written and verbal communication skills within a team environment. An understanding and experience in both the development and application of competency based training and assessment techniques Experience in the co-ordination of equipment, human, and administrative resources for training courses. Ability to liaise with a wide variety of clients. Ability to perform duties without supervision. Ability to use computers and information technology systems and multimedia technology A basic knowledge of budgeting and financial control in relation to training delivery and assessment.	
Essential Qualifications/Experience:	
A broad range of fire and emergency service experience, eligible for promotion to LFF rank. Physical fitness level appropriate to undertaking practical tasks allocated. Current Victorian Drivers Licence <i>NOTE: Successful applicants will be required to obtain Fire Officer qualifications within 12 months of appointment.</i>	
Expected: It will expected that the successful applicant will possess: Accredited Workplace Assessor	

Accredited Workplace Trainer or equivalent	
Desirable: Knowledge of the role and nature of FRV as emergency service and community safety organisation. Knowledge of CFA Act and regulations, policy and relevant Codes of Practice. Experience in the operation of a firefighting service.	
Appointments: Positions will be filled by way of permanent appointment or for agreed periods of secondment or Internal Secondment of Operational Staff not exceeding two years. Internal Secondment of Operational Staffs will be in accordance with the Internal Secondment of Operational Staff Program at SCHEDULE 3 - INTERNAL SECONDMENT OF OPERATIONAL STAFF PROGRAM. Hours of work will be according to the provisions of clause 11.2 of the Award (Employees not subject to 10/14 roster.	
Prepared by: Manager, Training and Development	Date: 1 December 2009 (confirmed as correct by Angus McNeillage 12 Oct 01)

Position Title: Division 3 Instructor	Incumbent:
Department: Training & Development	Location: Various
Reports to: Manager Training & Development	Position Reporting to this Position: Nil
Primary Purpose of the Position: Co-ordinate, develop, prepare and deliver appropriate training courses to Career Firefighters/Fire Officers, Regional clients and third parties. Co-ordinate human and physical resources associated with the delivery of training. Provide advice and support for the development and delivery of training materials and programs	
Key Result Areas	Key Performance Measures
Co-ordinate, develop, prepare, deliver, assess and evaluate training programs for Career Firefighters/Fire Officers in Brigades, Regions, Areas, Regional industry clients and third parties. Liaise with Brigades and Regional Industry Clients to ensure that delivery strategies implemented address the identified training needs. Monitor and maintain the quality of training/courses delivered to ensure that client and appropriate industry standards are achieved. Keep abreast of, and implement where appropriate new techniques, knowledge and technology related to training delivery. All training to be conducted in a safe manner including coordination and overseeing of the safe use of training resources, the safety of all students, PAD Operators and Instructors whilst undertaking hot fire training and other practical drills within legislative requirements and agreed OH&S standards. Control course expenditure within budgetary requirements. Ensure appropriate selection and use of firefighting, communications, audiovisual and	Course materials prepared and delivered within time frames and standards. Course evaluation reports including recommendations are completed and actions initiated within agreed time frames. Establish and maintain effective liaison with Brigades and Industry clients for area of responsibility. Ensure training/courses conducted conform to the requirements of the client and appropriate industry standards. Provide advice on actions required to maintain quality delivery to client needs. Monitor developments in research, provide advice and recommendations on changes to the Training Manager that relate to specific training. Ensure that all OH&S requirements are identified and implemented for courses being co-ordinated. Monitor the workplace to ensure requirements are being met. Prepare recommendations for improving procedures where risks are identified. Implement procedures once agreed.

other plant and equipment in accordance with relevant legislative and/or manufacturers specifications. Undertake training development projects as directed.	Promote safe work practices to all staff and clients. Courses are conducted within budgetary constraints and policy guidelines. Appropriate financial records are maintained. Ensure that appropriate equipment is selected and used in accordance with specified requirements. Development projects undertaken and completed within agreed time frames. Undertake all training and assessment within the principles specified in the Statement on Operational Training and Assessment at SCHEDULE 30 -
Key Selection Criteria:	
Knowledge and ability to deliver high quality training on a wide range of emergency management/emergency response/community safety subjects. Experience in the application of adult learning, strategies and practices in industry. Effective interpersonal, written and verbal communication skills within a team environment. An understanding and experience in both the development and application of competency based training and assessment techniques Experience in the co-ordination of equipment, human, and administrative resources for training courses. Ability to liaise with a wide variety of clients. Ability to perform duties without supervision. Ability to use computers and information technology systems and multimedia technology A basic knowledge of budgeting and financial control in relation to training delivery and assessment.	
Essential Qualifications/Experience:	
A broad range of fire and emergency service experience, eligible for promotion to LFF rank. Physical fitness level appropriate to undertaking practical tasks allocated. Current Victorian Drivers Licence	
Expected: It will expected that the successful applicant will possess: Accredited Workplace Assessor Accredited Workplace Trainer or equivalent	
Desirable: Knowledge of the role and nature of FRV as emergency service and community safety organisation. Knowledge of CFA Act and regulations, policy and relevant Codes of Practice. Experience in the operation of a firefighting service.	
Appointments: Positions will be filled by way of permanent appointment or for agreed periods of secondment or Internal Secondment of Operational Staff not exceeding two years. Internal Secondment of Operational Staffs will be in accordance with the Internal Secondment of Operational Staff Program at SCHEDULE 3 - INTERNAL SECONDMENT OF OPERATIONAL STAFF PROGRAM. Hours of work will be according to the provisions of clause 11.2 of the Award (Employees not subject to 10/14 roster.	
Prepared by: Manager, Training and Development	Date: 1 December 2000 (confirmed as correct by Angus McNeillage 12 Oct 01)

Position Title: Division 3 Instructor - Wildfire	Incumbent:
Department:	Location: Various
Reports to: Training Manager	Position Reporting to this Position: Nil
Primary Purpose of the Position: Co-ordinate, develop, prepare and deliver appropriate training courses to Career Firefighters/Fire Officers, Regional clients and third parties. Co-ordinate human and physical resources associated with the delivery of wildfire training. Provide advice and support for the development and delivery of wildfire training materials and programs	
Key Result Areas	Key Performance Measures
Co-ordinate, develop, prepare, deliver, assess and evaluate wildfire training programs for Career Firefighters/Fire Officers in Brigades, Regions, Areas, industry clients and third parties. Liaise with Brigades and Regional Industry Clients to ensure that delivery strategies implemented address the identified wildfire training needs. Monitor and maintain the quality of wildfire training/courses delivered to ensure that client and appropriate industry standards are achieved. Keep abreast of, and implement where appropriate new techniques, knowledge and technology related to wildfire training delivery. All wildfire training to be conducted in a safe manner including coordination and overseeing of the safe use of training resources, the safety of all students, PAD Operators and Instructors whilst undertaking training and other practical drills within legislative requirements and agreed OH&S standards. Control course expenditure within budgetary requirements. Ensure appropriate selection and use of firefighting, communications, audiovisual and other plant and equipment in accordance with relevant legislative and/or manufacturers specifications. Undertake training development projects as directed.	Course materials prepared and delivered within time frames and standards. Course evaluation reports including recommendations are completed and actions initiated within agreed time frames. Establish and maintain effective liaison with Brigades and Industry clients for area of responsibility. Ensure training/courses conducted conform to the requirements of the client and appropriate industry standards. Provide advice on actions required to maintain quality delivery to client needs. Monitor developments in research, provide advice and recommendations on changes to the Training Manager that relate to specific training. Ensure that all OH&S requirements are identified and implemented for courses being co-ordinated. Monitor the workplace to ensure requirements are being met. Prepare recommendations for improving procedures where risks are identified. Implement procedures once agreed. Promote safe work practices to all staff and clients. Courses are conducted within budgetary constraints and policy guidelines. Appropriate financial records are maintained. Ensure that appropriate equipment is selected and used in accordance with specified requirements. Development projects undertaken and completed within agreed time frames. Undertake all training and assessment within the principles specified in the Statement on Operational Training and Assessment at SCHEDULE 30 -.
Key Selection Criteria: Knowledge and ability to deliver high quality training on a wide range of wildfire related emergency management/emergency response/community safety subjects. Experience in the application of adult learning, strategies and practices in industry.	

Effective interpersonal, written and verbal communication skills within a team environment.
 An understanding and experience in both the development and application of competency based training and assessment techniques.
 Experience in the co-ordination of equipment, human, and administrative resources for training courses.
 Ability to liaise with a wide variety of clients.
 Ability to perform duties without supervision.
 Ability to use computers and information technology systems and multimedia technology
 A basic knowledge of budgeting and financial control in relation to training delivery and assessment.

Essential Qualifications/Experience:

Applicants for the position of Instructor - Wildfire must be able to satisfy the requirements as detailed below.

Minimum Requirements:

Technical and management skills identified for Division 3 LFF/Crew Leader skills profile;
 National training and assessment competency standards listed below;
 Adequate and appropriate experience; commensurate to that of a Division 3 LFF/Crew Leader
 Physical fitness level appropriate to undertaking practical tasks allocated; and,
 Current Victorian Drivers Licence

Technical Skills:

Wildfire Behaviour 2 (2.28)
 Wildfire Suppression 2 (2.29)
 or equivalent

Management Skills:

Supervise Teams (3.15) or equivalent

Training and assessment skills:

Accredited Workplace Assessor
 Accredited Workplace Trainer
 or equivalent

Experience:

Preference will be given to applicants who have served in firefighting agency for a minimum of 5 years and who can demonstrate significant practical experience in all facets of wildfire suppression.

Undertaken supervisory roles at a type 2 or 3 wildfire, roles will have included; crew leader or strike team leader, sector commander, operations officer. incident controller. Broad range of experience in a wide variety of roles and incidents will be considered an advantage.

Applicants must specify the nature of their experience and provide references and referees for the purposes of validating evidence.

NOTE: Instructors employed at this level will be required to reach preferred level detailed below within 12 months of appointment.

Preferred Requirements:

The preferred entry requirements for the position are based on the;
 Technical and management skills identified for Division 3 Fire Officer level/Sector Commander skills profile;
 National training and assessment competency standards listed below;

Technical skills:

Wildfire Suppression 3 (3.18)

Management Skills:

Fire and Incident Operations (3.04)
 Incident Control System –AIIMS (4.04)

Appointments:

Positions will be filled by way of permanent appointment or for agreed periods of secondment or Internal Secondment of Operational Staff not exceeding two years. Internal Secondment of Operational Staffs will be in accordance with the Internal Secondment of Operational Staff Program at SCHEDULE 3 - INTERNAL SECONDMENT OF OPERATIONAL STAFF PROGRAM.	
By: Manager, Training and Development (confirmed as correct by Angus McNeilage 12 Oct 01)	22 December 2010

Position Title: Division 3 Instructor	Incumbent:
Department: Training & Development	Location: Fiskville
Reports to: Operations Manager - Training Delivery	Position Reporting to this Position: Nil
Primary Purpose of the Position: Co-ordinate, develop, prepare and deliver appropriate training courses to Career Firefighters/Fire Officers, Regional clients and third parties. Co-ordinate human and physical resources associated with the delivery of training. Provide advice and support for the development and delivery of training materials and programs.	
Key Result Areas	Key Performance Measures
1. Co-ordinate, develop, prepare, deliver, assess and evaluate training programs for Firefighting personnel, Regional clients and third parties. 2. Liaise with Brigades and Regional Clients to ensure that delivery strategies implemented address the identified training needs. 3. Supervise, co-ordinate and conduct training and educational sessions for personnel, clients and third parties, commensurate with their skills and competencies. 4. Monitor and maintain the quality of training/courses delivered to ensure that client and appropriate industry standards are achieved. 5. Keep abreast of, and implement where appropriate new techniques, knowledge and technology related to training delivery. 6. All training to be conducted using the Safety First principles including coordinate and overseeing of the safe use of training resources, the safety of all students, PAD Operators and Instructors whilst adhering to legislative requirements and agreed OH&S standards. 7. Control course expenditure within budgetary requirements. 8. Ensure appropriate selection and use of firefighting, communications, audiovisual and other plant and equipment in accordance with relevant legislative and/or manufacturers specifications. 9. Undertake training development projects as directed.	Course materials prepared and delivered within time frames and standards. Course evaluation reports including recommendations are completed and actions initiated within agreed time frames. Establish and maintain effective liaison with Brigades and Regional clients for area of responsibility. Ensure training/courses conducted conform to the requirements of the client and appropriate industry standards. Provide advice on actions required to maintain quality delivery to client needs. Monitor developments in research, provide advice and recommendations on changes to the Operations Manager that relate to specific training. Ensure that all OH&S requirements are identified and implemented for courses being co-ordinated. Monitor the workplace to ensure requirements are being met. Prepare recommendations for improving procedures where risks are identified. Implement procedures once agreed. Promote safe work practices to all staff and clients. Courses are conducted within budgetary constraints and policy guidelines. Appropriate financial records are maintained. Ensure that appropriate equipment is selected and used in accordance with specified requirements. Development projects undertaken and completed within agreed time frames. Undertake all training and assessment within the principles specified in the Statement on Operational Training and Assessment at SCHEDULE 30 -.

Key Selection Criteria:	
Knowledge and ability to deliver high quality training on a wide range of emergency management/emergency response/community safety subjects. Experience in the application of adult learning, strategies and practices in industry. Effective interpersonal, written and verbal communication skills within a team environment. An understanding and experience in both the development and application of competency based training and assessment techniques Experience in the co-ordination of equipment, human, and administrative resources for training courses. Ability to liaise with a wide variety of clients. Ability to perform duties without supervision. Ability to use computers and information technology systems and multimedia technology A basic knowledge of budgeting and financial control in relation to training delivery and assessment.	
Essential Qualifications/Experience:	
A broad range of fire and emergency service experience, eligible for promotion to LFF rank. Physical fitness level appropriate to undertaking practical tasks allocated. Current Victorian Drivers Licence NOTE: Successful applicants will be required to obtain Fire Officer qualifications within 12 months of appointment.	
Expected:	
It will expected that the successful applicant will possess: Accredited Workplace Assessor Accredited Workplace Trainer or equivalent	
Desirable:	
Knowledge of the role and nature of FRV as emergency service and community safety organisation. Knowledge of CFA Act and regulations, policy and relevant Codes of Practice. Experience in the operation of a firefighting service.	
Appointments:	
Positions will be filled by way of permanent appointment or for agreed periods of secondment or Internal Secondment of Operational Staff not exceeding two years. Secondments will be in accordance with the Internal Secondment of Operational Staff Program at SCHEDULE 3 - INTERNAL SECONDMENT OF OPERATIONAL STAFF PROGRAM. Hours of work will be according to the provisions of clause 11.2 of the Award (Employees not subject to 10/14 roster.	
Prepared by: Manager, Training and Development	Date: 1 December 2000 (confirmed as correct by Angus McNeilage 12 Oct 01)

Division 3 Commander classification duties include:

The "operations officer" duties described below where the words "operations officer" are read as "Commander" and the following:

- Apply knowledge and skills to demonstrate autonomy, judgement and defined responsibility:
- in contexts that are subject to change
- within broad parameters to provide specialist advice and functions
- Work in accordance with Division 3 Systems Conditions
- SSO skills utilised at the Commander level

Division 3 ACFO classification duties include:

The "operations manager" duties described below where the words "operations manager" are read as "ACFO" and the following:

- Work in accordance with Division 3 Systems Conditions
- Commander skills utilised at the ACFO Level

POSITION TITLE	OPERATIONS OFFICER

POSITION DESCRIPTION:

Reports to:

- ! Reports to the Operations Manager.
- ! Provides support to the Area Management Team.

Primary Objectives of Position:

To assist the Operations Manager in the provision of leadership, management and direction to regional personnel, Brigades and Groups to ensure the effective emergency service preparedness and response within the Region.

To assist the Area Management team in the provision of leadership, management and direction to career and volunteer personnel, Brigades and Groups - to ensure effective delivery of a range of CFA activities including volunteer / brigade support, infrastructure planning/ maintenance, risk management, training and service delivery preparedness and response programs.

Key Result Areas:

- ! Regularly advise and report to the Operations Manager on service delivery preparedness and performance and future implications relating to issues and trends within the Area.
- ! Assist the Operations Manager(s) in managing career staff and supporting volunteer personnel, including reviewing performance, career planning, recruitment, Brigade support and administration.
- ! Within policy guidelines, undertake the role of media liaison and represent the CFA as required.
- ! Undertake risk management inspections, provide recommendations and ensure appropriate guidelines and procedures are adhered to and develop plans to address issues.
- ! Assist the Area Management team in ensuring CFA statutory requirements and Standing Operating Procedures are met. This will include provision of regular advice and reports on a range of issues affecting CFA emergency

POSITION TITLE: **OPERATIONS OFFICER**
DATED:

- ! preparedness and service delivery performance.
- ! Develop effective working relationships and liaise with other government bodies as required.
- ! Assist the Risk Manager in facilitating community acceptance and responsibility for risks within their control.
- ! Assist the Area management team in maintaining existing infrastructure and planning/implementing future infrastructure requirements.
- ! Develop and promote CFA as a professional community service organisation and adopt a total risk management approach within the Service Area.
- ! Provide support in emergency management through participation in the Incident Control System.
- ! Support the Risk Manager in:-
 - developing an accurate risk profile for the Area covering wildfire, structural fire and dangerous goods environment.
 - establishing an effective risk management plan for the Area.
 - monitoring and assessing the effectiveness of risk management strategies and compliance with regulator responsibilities.
 - delivering and co-ordinating risk management programs (eg., Fire Protection, Fire Prevention, Juvenile Fire Awareness and Community Fireguard).
 - developing effective networks within the community to manage risks.
- ! Support the Training Manager in:-
 - developing and implementing a training and development strategy and program that addresses the technical and career development needs of personnel and meets the CFA corporate policy and Area business objectives.
 - undertaking a needs analysis to determine the technical and career development requirements of career and volunteer personnel within the Area.
 - developing and implementing integrated career development and succession planning for the Area.

POSITION TITLE:
DATED:

OPERATIONS OFFICER

-the management, functioning and forward planning of field training grounds and undertake the role of Field Training Ground Executive Officer if required.

- Provide support to the Training Manager in the delivery, co-ordination of training and identification of Regional training requirements.
- Contribute to the development of the Budget and ongoing management of expenditure.

POSITION TITLE: Operations Manager	
POSITION NO:	INCUMBENT
DEPARTMENT:	LOCATION:
REPORTS TO: Operations Manager reports to Area Manager on implementation of CFA policy. Operations Manager reports to the Chief Officer for emergency management.	
PRIMARY OBJECTIVES OF POSITION: Provide leadership, management and direction to regional personnel, Brigades, Groups and service delivery points to ensure the effective emergency service delivery and preparedness within the Region.	
KEY RESULT AREAS • Providing leadership, management and day to day support to Groups and Brigades to ensure fire and emergency operations are co-ordinated, plans are prepared and incident response is efficient and effective. • Identification of regional emergency service delivery needs and resource requirements. • Providing leadership, support and direction to the Regional Planning Committee and assuming responsibility for its successful operation. • Developing, implementing and regularly evaluating the Regional Operational Management Plan to ensure it reflects corporate priorities and encompasses key operational performance indicators and targets. • Ensuring that arrangements exist for the effective and efficient co-ordination and deployment of Brigade and Group personnel and other resources within and outside of the Region and with other organisations. • Ensuring a customer service focus for emergency service delivery within the Region. • Developing and promoting the CFA as a professional community service organisation. • In situations of fire and/or emergency and at the direction of the Chief Officer, assuming direct command of CFA personnel and control of support resources participating in the Incident Control System (ICS). • Regularly advising and reporting to the Area Manager on the key emergency service delivery and preparedness performance and management aspects of the Region. • Developing effective working relationships and co-operative arrangements with other emergency services, Government agencies, Local Government, Industry and other community-based organisations. • Playing a lead role in the Regional Displan Committee. • Supporting and developing the provision of integrated emergency services to the Victorian community.	

SCHEDULE 36 - CLASSIFICATIONS

Listed below are the additional positions, covered by this **Workplace Determination**, to which the terms and conditions of Division 3 ACFO and Division 3 Commander contained in this **Workplace Determination** will apply. Any variations, additions or deletions will not be unilaterally implemented but will be dealt with under the provisions of **Clause 18 –Consultation**.

All Division 3 ACFOs plus:

- ACFO –Learning and Development
- ACFO –Training Delivery
- ACFO –HQ Operations
- ACFO –Wildfire Policy & Planning
- ACFO –CAD Operations
- ACFO –Protective Equipment
- ACFO –BEST Project
- ACFO –Performance Improvement Officer
- ACFO –Structural Fire Planning
- ACFO - Specialist Response
- ACFO - Staff Officer to CO & DCOs
- ACFO - Fire Investigation*
- ACFO –Major Events, Security
- ACFO –Human Resource Planning
- ACFO (Regional Commander) –8 positions

The above positions may be replaced or retitled as agreed.

All Division 3 Commanders plus:

- Commander in Charge –Integrated Brigade
- Commander –Specialist Response
- Commander –Training
- Commander –Training Distant Education & AIIMS Coordinator
- Commander –State Aircraft Unit
- Commander –FIRS
- Commander –State Driving Coordinator
- Commander - Specialist Response 3 (from 1) Positions

- Commander - Training (IMT) multiple positions
- Commander - Scientific
- Commander - Fire Investigation 4 Positions
- Commander –Reliever

Secondment Positions either Division 3 Commander or Division 3 ACFO (when occupied), currently being:

- Commander/ACFO –Office of Emergency Service Commissioner
- Commander/ACFO –OH&S
- Commander/ACFO –Worksafe (Major Hazards Officer)
- Commander/ACFO –Fire Service Liaison Officer at CTCU
- Other agencies as agreed by the parties

Work locations for the above positions to be determined via clause 18.

[Blank]

* The incumbent Manager Fire Investigation will continue to hold the position until she leaves of her own accord. Her replacement will hold the rank and title of Division 3 Commander - Fire Investigation.

SCHEDULE 37 - DIVISION 3 COMMUNICATIONS TECHNICAL SERVICES OFFICERS (CTSO) SALARY STRUCTURE

[Explanatory note: Table of wage rates to be inserted and provided through the intractable bargaining workplace determination process noting the Minister / FRV's position is that there be 4 annual increases of 3% from 1 July 2025. To be provided]

Progression

Progression of an employee from one pay point to another within a level will be in accordance with the Pay Point Progression Eligibility, as defined in the PP&R process.

The PP&R Process is currently as provided in the document included in the exchange of letters that finalised the above structure. Any change will follow consultation between the parties.

Classification Descriptions

The classification descriptions for Division 3 CTSO 1, 2 & 3, that provide for each level were position descriptions agreed and included with the exchange of letters that finalised the above structure. Any change will follow consultation between the parties.

This is the document referred to clause 232 of Part D of this **Workplace Determination**.

SCHEDULE 38 - WILD FIRE DUTIES

Different classifications include within their roles, different duties on strike teams, as explained further in the table below.

Duties	Technical Skills involved	Rank	Endorsement Not Previously Performed Role
Crew	Minimum Skills	Minimum Skills and Division 3 LFF as Crew Leader	
Crew Leader	Wildfire Behaviour & Suppression 2 & Endorsement	Division 3 LFF (Qualified) plus experience operating at LFF level, plus Wildfire Behaviour and Suppression 2, plus Endorsement (Based on previous experience at wildfires), plus Strike Team to have career staff at strike team leader. Opportunity offered and role accepted.	Work with SO's or experienced LFF's who have previous experience as STL, Wildfire Behaviour plus Suppression 2 or above, may include nominated wildfire professional instructors plus OIC and ACFO endorsement.
Strike Team Leader	Crew Leader plus Endorsement	Division 3 SO (Qualified or above) plus experience operating at Division 3 SO level plus Wildfire Behaviour & Suppression 2, plus Endorsement (based on previous experience, plus Sector to have career staff as part of the team. Opportunity offered and role accepted.	Work with SO's who have previous experience as STL, Wildfire Behaviour plus Suppression 2 or above, may include nominated wildfire professional instructors plus OIC and ACFO endorsement.
Sector Commander	Wildfire Suppression 3 plus Endorsement	Division 3 SO (experienced at incident management level, maybe at structural level) plus experience operating at Division 3 SO level for a number of years, plus Wildfire Behaviour and Suppression 2, plus Endorsement (based on previous experience), plus previous experience as Strike Team Leader or Sector Leader. Sector to be properly resourced - at least 3 people. Opportunity offered and role accepted.	Work with SO's who have previous experience as STL, Wildfire Behaviour plus Suppression 2 or above, may include nominated wildfire professional instructors plus OIC and ACFO endorsement.
Division Commander	Division 3 Sector Commander plus demonstrated capacity to carry out the role.		

NOTE: The parties acknowledge that AFCs are to be converted to PSTPs and will be determined via clause 18.

Ground Observer Crews

- Professional Ground Observer Crews shall consist of 3 members holding a minimum of the following ranks and qualifications;
- A Division 3 Professional / Career Leading Firefighter holding a Ground Observer Qualification
- A Division 3 Professional / Career Fire Fighter Level two holding a Ground Observer Qualification
- A Division 3 Professional / Career Fire Fighter Level One trained and endorsed to drive vehicles off road.

To become qualified as a Ground Observer personnel must have completed a Ground Observer training course and the following pre-requisite training courses:

- PUAOHS002B- Maintain safety at an incident scene
- PUATE001B –Drive vehicle under operational conditions
- PUAOPE003B –Navigate in urban and rural environments
- Introduction to AIIMS
- Intermediate Bushfire Behaviour
- Fire Weather 1
- PUAFIR303B Suppress wildfire
- Grassland Curing online training
- Have practical experience in a range of bushfire environments

Staff holding a Ground Observer qualification will be provided the opportunity to complete a minimum of 1 day skills maintenance annually.

SCHEDULE 39 - LOCKUP ARRANGEMENTS

FRV ROOM DATA SHEETS

FIRE STATION TYPE: 3B APPENDIX 6.02 ACCESS & SECURITY SYSTEM

Rationale & Description of Service Delivery Requirements

An Access/Security System shall be provided to the internal and external areas of the building to maintain a safe and secure work environment for all staff.

This system shall be installed and programmed by a specialist security contractor engaged by FRV. The installation of the security / access system is required to be carefully co-ordinated with general building work, and interfaced with the Station PLC System and FRV Communications equipment.

This document shall be read in conjunction with Appendix 6.04 - 'Station Control System' which describes the functions of the PLC, (Programmable Logic Controller) and various station functions activated by FRV Communications Department equipment.

EXTENT OF SYSTEM

Location	Card Reader	Electric Strike	EMHO Closer	Standard Closer	Comments & Programmed Access Mode
Front Entry Foyer	1	ES 200	-	Required	Open State & Time Zone Controlled
Secure Foyer	1	ES 200	-	Required	Momentary Access & REX button
General Administration	1	ES 200	Required	-	Momentary Access
Resource Room (to Admin)	1	ES 200	Required		Momentary Access
Duty Officer's Office	1	ES 200	Required	-	Momentary Access
OIC Office	1	ES 200	Required	-	Momentary Access
Day Room (int)	1	ES 200	Required	-	Momentary Access
Day Room (ext)	1	ES 200	-	Required	Momentary Access
Bedr'm Corridor (int)	1	ES 200	Required		Momentary Access
Bedr'm Corridor (ext)	1	ES 200	-	Required	Momentary Access
Corridor 4 (motor room)	1	ES 200	Required	-	Open State
Linen Store (int)	1	ES 200		Required—	Momentary Access
Linen Store (ext)	1	ES 200	-	Required	Momentary Access
Key Cabinet (motor room)	1	ES 200		-	Momentary Access

Location	Card Reader	Electric Strike	EMHO Closer	Standard Closer	Comments & Programmed Access Mode
Roof Platform Access	2	ES 200	-	Required	Momentary Access (optional if required)
Workshop (ext)	1		-		For opening of Roller Door
Workshop (ext)	1				For opening of Vehicle Sliding Gate. Location of Card Reader to be site specific.
Gate Control Pedestal	2			-	Dual height Pedestal with Intercom Point
Pedestrian Swing Gate	2	Mag Lock	-	-	Momentary Access by Card Reader & Break Glass Emergency Exit to comply with BCAs. Card reader to be located on inside and outside of gate.

Notes: Access mode is area driven. Rear motorised vehicle gate to be closed at all times.

PROGRAMMED ACCESS LEVELS FOR KEY FOBS and / or SWIPE CARDS –The following areas are secure areas and can only be accessed by the following employees. Access may be given to other persons through the consultative mechanism:

Card Reader Locations	Levels of Card Access —3 5 Levels					Comments
	OIC	DO	Staff	BMT	Vols	
Front Entry Foyer	✓	✓	✓	✓	✓	
Secure Foyer	✓	✓	✓	✓	✓	
General Administration	✓	✓	✓	✓		For Wangaratta. Mildura and later stations
Resource Room (to Admin)	✓	✓	✓	✓		For Wangaratta, Mildura and later stations
Duty Officer's Office	✓	✓	✓			
OIC Office	✓	✓				
Brigade Office	✓			✓		
Day Room (int)	✓	✓	✓			
Day Room (ext)	✓	✓	✓			
Bedr'm Corridor (int)	✓	✓	✓			
Bedr'm Corridor (ext)	✓	✓	✓			
Corridor 4 (motor room)	✓	✓	✓	✓	✓	
Linen Store (int)	✓	✓	✓	✓	✓	
Linen Store (ext)	✓	✓	✓	✓	✓	
Key Cabinet (motor room)	✓	✓	✓	✓	✓	

Multi-Purpose Room (ext)	✓	✓	✓	✓	✓	
Roof Platform Access	✓	✓	✓	✓	✓	
Workshop (ext)	✓	✓	✓	✓	✓	For opening of Roller Door
Workshop (ext)	✓	✓	✓	✓	✓	For opening of Vehicle Sliding Gate
Gate Control Pedestal	✓	✓	✓	✓	✓	
Pedestrian Swing Gate	✓	✓	✓	✓	✓	

FRV ROOM DATA SHEETS**FIRE STATION TYPE: 3B****APPENDIX 6.02 ACCESS & SECURITY SYSTEM**

COMMUNICATIONS / IT	Requirements	
Access/Security Control Panel	Control panel shall be located within the Communications Room. (Refer Module 3.08).	
Power requirements	Power requirements are noted under Module 3.08.	
Intercom Station	Front Porch: 1 x Cat 6 data cable located @ 1200 AFL adjacent to front main entry door. Vehicle Driveway: 1 x Cat 6 data cable (gel filled underground cable) to be run to the lower weatherproof shroud of the gate control pedestal. 2	2
Telephone system	Intercom points shall be interfaced with station phone system.	
Other Requirements	Intercom stations shall be isolated when Station 'Night Mode' function is activated.	
ACCESS MODES	Programming Description & Comments	
Time Zone Control	Door is automatically unlocked for a preset time interval, eg 9.00am to 5.00pm, and locked upon activation of 'Lock Up' or 'Perimeter Lock Up'.	
Open State	Door is unlocked until activation of 'Lock Up' or 'Perimeter Lock Up'.	
Momentary Access	Door is locked at all times and can only be unlocked by activation of a card reader. This door or gate must always be fitted with a hydraulic door closer or spring closer.	

STATION 'LOCK UP' & 'UNLOCK' FUNCTIONS

Station Lock Up shall be activated by manual control buttons provided as follows:

Motor Room Communications Recess –on Control Panel CP02.

General Admin Office –on control Panel CP01.

Truck remote –Button 3 (Lock Up –All Areas).

Station Un Lock shall be activated by manual control buttons provided as follows:

Truck Remote –Button 2, (control button to open rear roller door for that bay).

Swiping of nominated card reader in General Admin Office or Day Room

Note: Activation will unlock rear door to Motor Room and front public access dor. Time zone controlled front door shall not be overridden.

Activation will also reinstate power to the EMHO door closers.

DOOR & GATE HARDWARE

Electric Strike: Padde ES 200 (non monitored) (weatherproof for the external gate)

Electro Magnetic Hold Open Door Closers: Dorma Cat No.TS 93B/EMF for internal doors. Dorma Cat No. TS 93G/EMF/BG* c/w angle bracket to suit out swinging doors.

Mag Locks: Electro magnetic lock with contact plate, medium duty, weatherproof, fitted at the top of a door or gate.

Pedestrian Gate: A fully galvanised steel framed pedestrian gate shall be provided adjacent to the motorised vehicle gate. The Builder shall supply and install a weather proof Mag Lock to the steel framed pedestrian gate. Gate and gate frame shall be fabricated to provide fixing points to accommodate the mag lock and strike plate. All cabling and terminations to this Mag Lock shall be supplied & installed by the CFA Security / Access System Contractor. All cabling shall be concealed within the steel frame of the gate.

Gate Control Pedestal: Dual height Gate Control Pedestal for the external motorised vehicle gate complete with 2 No. weather proof shrouds.

'REX' button - 'Request to Exit' button shall be provided in the General Administration Office to open the door between Secure foyer and main internal corridor. This to be provided on CP-01 and labelled 'Door Release'.

EBG button —'Emergency Break Glass' button to be provided to door or gate where a 'free handle' exit cannot be provided for security reasons. This to be provided on inside of pedestrian access gate and labelled 'Emergency Exit'.

Door Hardware lever handles —Where electric strikes are scheduled for doors all latch / locks to have fixed lever handle on outside and free handle out on the inside to satisfy emergency egress requirements.

Key over ride shall be provided to all electronically locked doors and gates. (Excluding pedestrian gates where a Maglock is specified in lieu of an Electric Strike).

ASSOCIATED EQUIPMENT (Not in Building Contract, i.e. supplied by Employer)	QTY
Key Cabinet: The Builder shall take delivery from the FRV and install a pressed metal Key Cabinet to the wall of the Motor Room. The Key Cabinet shall be supplied complete with all door hardware including Electric Strike as scheduled above. All cabling and terminations to the Card Reader & Electric Strike shall be supplied & installed by the Security / Access System Contractor.	1

Work by the Access/Security Contractor

The Access / Security System Contractor shall supply and install all security system cabling located within the internal areas of the building only. This work shall be carried out during the normal rough-in stages of the building works. Termination of cabling to the security system hardware, including programming of security system software, and interfacing the Access / Security System with the PLC Unit shall be completed by the Access / Security Contractor.

FRV ROOM DATA SHEETS**FIRE STATION TYPE: 3B****APPENDIX 6.02 ACCESS & SECURITY SYSTEM****Associated Work By Builder**

During the building contract the Builder shall be responsible for co-ordinating the installation of the Access / Security System, with the general building works and the electrical installation. The Builder shall also be responsible for co-ordinating the installation with the PLC unit. The Builder shall supply and install all electronic door / gate hardware components related to the installation of the Access / Security System —ie. Electric Door Strikes, Mag Locks and Electro Magnetic Hold Open (EMHO) Door Closers. This door hardware shall be as specified in the Architectural Door Hardware Schedule of the building works specification.

Associated Work by Builder's Electrical Sub-Contractor

During the building contract the builder's electrician shall supply and install all security system cabling required for the external gate. Cables shall be run in underground conduits from within the building to the position of the external gate and gate control pedestal. Cables shall be located in common underground trenches, but run in separate conduits - orange conduits for power supply cables, and white conduits for control cables and communications cables as required by supply and statutory requirements. Terminations for all security system cabling shall be completed by the Access / Security Contractor. Terminations for all communication system cabling shall be completed by the FRV Communications Department.

ACCESS / SECURITY SYSTEM EQUIPMENT & SCOPE OF WORKS

'Site' and / or 'Location Registration' for the card / fob system, shall be totally compatible with the existing format / system utilised within the relevant FRV Area. System shall be compatible with the current format card readers, and supplied as an extension to the User Registration currently listed for the relevant Area.

Preferred Format: HID '26 Bit Wiegand' Format card readers to all positions indicated on the project drawings, complete with the required interfaces, relays and power relays.

Format to be superseded: 'Indala"Tecom' Format card readers (2L), to all positions indicated on the project drawings, complete with the required interfaces, relays and power relays. (Note - This system currently utilised in Region 8 only).

'Titan' or 'Tecom Challenger 16 IP', associated software, complete with expanded user memory. Allow for phone line connection for dialling facility to the relevant Area office. Software installation on a dedicated FRV PC shall be co-ordinated with the [Employer's] IT Department.

12 Volt DC, 5 Amp power supply unit, complete with enclosure. (For the 12 Volt DC, Padde Strikes).

24 Volt DC, 2.5 Amp power supply unit, complete with enclosure. (For the 24 Volt DC, EMHO Door Closers).

Door Release Switches to be provided @ 1500 mm AFL adjacent to door jamb to release EMHO door closers. 1 No. per door closer.
55 Amp Hour battery backup unit, complete with backup enclosure.
Remote Arming Stations (where required), REX buttons, Emergency Break Glass - (EBG) at exits and to positions indicated on the relevant Project Drawings, and as required by the BCA.
All cabling and sundry items required to complete the installation.
Provide 2 Hours tuition of Fire Station personnel, nominated by the Station O.I.C. arranged prior to handover and occupation of the building.
Supply and programming of Proximity Cards OR Key Fobs as required.

SCHEDULE 40 - RECEO

RECEO

RECEO is an acronym used to assist firefighters prioritise tactical activities on the fireground. Firefighters should memorise this acronym and its meaning.

RECEO stands for:

- Rescue;
- Exposures;
- Containment;
- Extinguishment; and
- Overhaul.

Note: Although listed in a sequence, RECEO activities may be undertaken concurrently. Firefighters should also understand that ventilation and salvage operations (see Chapter 6) may also be carried out concurrently with RECEO. Fire conditions on arrival, and the available equipment, trained accredited personnel and resources on scene at that time will dictate the order of priority.

Rescue

The protection and preservation of life is the first consideration of any firefighter when responding to an incident. The initial size-up (on arrival at an incident) will, as a priority, have determined if human life is in danger; this applies to both occupants and the public.

RECEO dictates that where it has been determined that lives are at risk, all efforts must be directed towards **protecting and preserving life**. This does not mean firefighters should immediately commence search and rescue activities. In circumstances where life is threatened, the Incident Controller will determine the most appropriate course of action and will direct the activities of firefighters accordingly.

Depending on the fire's stage of development and current behaviour, initial actions may need to focus on fire suppression or control. In some situations ventilating the structure may be the most appropriate and effective way of preserving and protecting the lives of trapped occupants prior to firefighters entering the structure.

Failure to deal with the fire first could lead to a rapid increase in fire development, a deterioration of conditions within the structure, and an increased risk to safety for the occupants and firefighters.

Note: Firefighter safety must be given priority over all other fire suppression considerations and activities.

The Incident Controller will determine the most appropriate plan of action and will direct the fire suppression as well as search and rescue activities. How and when any rescue is conducted, and what rescue methods are to be used will be determined by several factors including:

- ▶ how immediate the threat is;
- ▶ the stage of fire development;
- ▶ fire behaviour within the structure;
- ▶ the number and location of people to be rescued;
- ▶ the availability of personnel, equipment and resources; and
- ▶ the likelihood of occupant survivability.

When conducting a rescue:

- ▶ carry out search and rescue according to Standard Operating Procedures;
- ▶ conduct all activities in accordance with occupational health and safety guidelines; and
- ▶ remain alert at all times – be aware of other events taking place and other potential dangers that may prevent a successful rescue and adjust actions accordingly (use “dynamic risk assessment”).

Exposures

Exposures are any adjacent structures or properties, vehicles in car ports, gas cylinders or machinery not directly involved in a fire but which are at risk of being damaged or burnt if a fire is not contained.

When assessing the situation, the Incident Controller will need to determine the appropriate action to protect exposures.

Building codes and regulations have been developed to ensure there is sufficient spacing across streets and between adjacent structures to limit the chance of fire spreading from one structure to another.

However, in cases of high fuel loads and wind this may not be enough to stop the spread of fire. Radiant heat increases the threat of fire spreading to other parts of the same structure or to adjacent properties. If the fire generates sufficient heat, there is a strong chance that fire may spread to other exposures.

To try and minimise the threat of radiant heat, close doors and use water curtains or protective sprays to cool down the exterior of nearby structures.



Figure 30 – use of water to protect exposures from radiant heat

Note: Water is becoming an increasingly scarce resource. Remember to use only the water that you need. This will minimise wastage and runoff.

Adjoining structures will generally have fire-rated separating walls and openings and this will provide a degree of protection. However, many older structures are not fire-rated. In these structures, fire can spread through timber extensions and common roof voids.

Likelihood of fire spread

The likelihood of fire spread is determined by:

- ▶ fire intensity;
- ▶ space between structures;
- ▶ shielding to the adjacent premises;
- ▶ wind direction; and
- ▶ type of construction.

Containment

Containment includes operations required to prevent a fire from spreading to uninvolved parts of the structure.

Actions taken by firefighters can include:

- ▶ recognising potential areas of spread and taking action to deal with them, for example –
 - removing fuel;
 - closing doors;
 - choosing an appropriate direction of attack; and
 - extinguishing the fire; and
- ▶ the use of cooling jet streams, and sprays such as water curtains, to protect other parts of the structure from being involved in fire.

Extinguishment

Extinguishment involves putting out the fire. The Incident Controller determines the method of fire suppression (extinguishment) during the initial size-up.

Some of the factors to be considered in the extinguishment of the fire are:

- ▶ the type of fuel involved – this will determine the type of extinguishing medium to be used;
- ▶ the quantity of fuel involved – this will indicate the quantity of extinguishing medium needed and the resources required to apply it;
- ▶ the physical arrangement of the fuel (which includes fire gases) – this will determine how the extinguishing medium is to be applied;
- ▶ location of the fire and the availability of equipment – this will determine how quickly fire suppression can be commenced;
- ▶ the environment – e.g. in an urban area you would need to consider whether the area is residential, industrial or commercial and in a rural area you would need to consider factors such as fuel, topography and weather;
- ▶ access – this will determine how much equipment can be taken into the fire area; and
- ▶ extinguishing medium – quantity, quality and availability of the required extinguishing medium.

Overhaul

Overhaul is an important operation that ensures that the fire is completely out and takes place as soon as all other stages of fire control have been reached. At the overhaul stage, the firefighting crew may use rakes, rake hoes and shovels to turn over and spread out debris. Ceiling hooks can be used to open up ceiling and wall spaces to check for hidden hot spots.

Overhaul includes the extinguishment of any remaining pockets of fire. At this stage, it is critical that firefighters do not dispose of any debris.

Overhaul may impede investigation of a suspicious fire as debris can often be a key source of information in a fire investigation, especially in the area where it is thought that the fire originated.

Firefighters should try to preserve the area where the fire is believed to have started (the point of origin). Effective use of water, by gently spraying burning materials rather than blasting them with a water jet, will assist in the preservation of evidence.

Places where fire may smoulder unnoticed include padded furniture such as beds, couches and chairs, and woodwork such as window frames, joists and beams.

Note: Where available, the use of thermal imaging cameras may greatly assist in identifying concealed "hot spots" that may reignite the fire.

SCHEDULE 41 - DIVISION 3 SYSTEMS OF WORK

Safety

Introduction

Firefighting is a physically demanding and dangerous job. Fireground operations involve many inherent dangers and very real risks to the participants. These dangers include fire, smoke, toxic combustible products, electrocution, structural collapse, explosion, stress, vehicle accident, overexertion, equipment failure, and direct results of uncoordinated tactical activities. Fireground action should be the domain of the participants who are physically fit, mentally alert, healthy, properly trained, fully protected and equipped, and organised to perform in a safe and coordinated manner.

As the person in charge at an emergency, the safety of everyone involved is your primary goal through the phases of every situation. There are risks that come with each emergency, and it is your responsibility to recognise, manage and reduce these risks.

You are responsible for the safety of each firefighter, and the safety of the whole operation. Each firefighter is also responsible for their personal safety, as well as that of their fellow firefighters.

Safety Factors

The critical factors of a fireground safety program must include:

Command Attitude

Safety is a primary responsibility of the person in charge of the incident and the organisation

Firefighter Attitude

Everyone involved in the operation is concerned with safety and accepts personal responsibility

Standard Operating Procedures

These exist to set guidelines for safe procedures, and outline standard approaches to situations

Sector Officers

Fireground operations are directed and managed through Sector Officers, with a standard responsibility to manage safety

Safety Training

All firefighters are well-trained in safety practices and procedures

Health and Fitness

Each firefighter is in the appropriate physical and emotional condition to perform their task without compromising their own safety or that of others

Protective Clothing

Everyone wears full protective clothing when subjected to physical hazards

Breathing Apparatus

Everyone wears BA when operating in a contaminated atmosphere

Equipment and Apparatus

Well-maintained, properly designed and equipment is provided to do the job safely and effectively

Risk Management

A limited amount of risk is accepted as part of the job, but every effort is made to avoid or minimise the risk present

Safety at an Emergency

Each individual is responsible for their own safety, as well as those they are working with. When you are in charge, you assume a certain level of responsibility for everyone's safety, and you have an obligation to ensure that all work is carried out in a safe manner. If you notice a safety procedure not being adhered to, or an individual ignoring a safety procedure, it is your responsibility to stop the person from proceeding with their actions, and to demonstrate, explain or remind them of safe workplace procedures.

Safety When Proceeding to a Call

It may sound pedantic, but safety starts before leaving the station, and there are a number of safety issues to consider from this point:

- full firefighting uniform available –boots, gloves, helmet
- wearing a seatbelt whilst appliance is in motion
- cuts and abrasions suitably covered to prevent infection
- the driver takes no excessive risk
- there are no loose objects in the cabin of the truck that can slide and injure crew
- firefighters enter and exit the appliance appropriately
- the crew is made aware of your expectations prior to arriving

These considerations will ensure your crew gets to the emergency safely!

Safety on the Fireground

Safety on the fireground occurs at several different levels. It has been discussed how each individual is responsible for their own safety, and those working with them. The person in charge of the crew is responsible for the safety of the crew; and the Incident Controller and appointed Safety Officer are responsible for fireground safety at all emergencies.

Firefighters may be involved in incidents where you might encounter one or more of the following types of hazards:

- **Thermal** –hazards relating to the extremes of temperatures
- **Mechanical** - hazards resulting from direct contact with fragments scattered because of container failure, explosion or shock-wave
- **Toxic** - chemicals that damage or destroy body cells through inhalation, absorption or ingestion
- **Corrosive** —substances that destroy living tissue or cause chemical burns after exposure
- **Asphyxiant** - hazards that can deprive the body of oxygen

- **Radioactive** - sources that can have a genetic effect (changes to the future generations), as well as somatic effects (physical injury)
- **Etiological** –micro-organisms that may cause human disease

To ensure safe and efficient performance when involved in these types of emergencies, full protective clothing and correct procedures are required. Therefore, you need to be aware of:

- The degree of protection provided by each item
- The risks, and the situations in which each item is worn
- The correct procedures for use.

Safety considerations at an emergency consist of the following:

Personal Safety

Unrestricted access to:

- Protective gloves –latex, kevlar, electrical gloves, granulated
- Clothing –overpants, tunic, splash suits, fully encapsulated
- Footwear –GP boots, rubber gumboots
- Eye –goggles, visors
- Ear –ear plugs, ear muffs
- Head –helmets, visors
- Breathing –BA, face masks, dusk masks

Fireground Safety

Awareness of:

Structural weakness:

- Leaning
- Cracking
- Twisting
- Flexing
- Groaning
- Leaking (smoke through walls)

Structural failure:

- Disappearing roof-mounted equipment
- Bricks landing on street
- Tilt slabs laying against others

- *Bowing floors*
- *Collapsed roof structures*

Environmental contamination:

- *Smoke colour*
- *Strong/strange smells*
- *Leaking of contaminants to air, water, drains*
- *Gas/vapour cloud*
- *Body fluids –blood, saliva, plasma*

Physical hazards:

- *Live electrical power lines*
- *Unstable structures, power poles, vehicles, contents*
- *Falling objects*
- *Flammable liquids*
- *Explosive gases*
- *Sharp objects –glass, metal, nails*
- *Water plus electricity*

Use of equipment:

- *Ladders*
- *B.A –SCBA, BG174, tally board, guidelines, personal distress device*
- *Hose lines*
- *Small gear and ropes and knots*
- *Specialist appliances*
- *Specialist equipment –air sampling etc*

Firefighting tactics:

- *Method of attack –overhead, combination, direct, indirect*
- *Extinguishing medium = foam, gas, water, fog*
- *Aerial equipment and ground monitors*

Other safety hazards:

- *Below-ground fires*

- *Ship firefighting*
- *Un-vented interior fires*
- *Crews operating directly over fires (roof or upper floor)*
- *Roof structures which may collapse suddenly*
- *Exterior attack combined with interior attack*
- *Limited access/exit situations*
- *Situations where fire can get behind fire crews*
- *Change of wind direction*

Safety following the Emergency

Pay particular attention to the following:

- Cleaning and maintenance of equipment used
- Cleaning and maintenance of firefighting uniform
- Injuries appropriately treated –cuts, burns, abrasions
- Debrief of activities –lessons learnt, faults identified, positives and negatives

Conclusion

The safety of you and your team members is each individual's primary concern. Regardless of the situation a casualty of an emergency is in, the professional firefighter does not put I, or their team members, in an unsafe situation when trying to rescue the injured. You only proceed when you have made the area safe, and you are certain that you will encounter minimal acceptable risk.

To ensure safety, you must reinforce safety programs, procedures, use of protective equipment and clothing, and safe operation of equipment and its maintenance. Any risks taken on the fireground must be controlled risks, justified to save lives and valued property. You must be constantly aware of the potential for danger, and continually monitoring the progress of your crew and the emergency.

Firefighting crews can become consumed with their individual tasks, and may not be aware of the 'bigger picture'. As the Incident Controller, this is your tasks, whether you are the first Leading Firefighter on-scene, or the **Fire Rescue Commissioner**.

Note: BG174 refers to BG4

SCHEDULES DIVISION 4 –DIVISION 4

SCHEDULE 42 - BUSINESS RULES FOR ACCOMMODATION AND PERSONAL EXPENSES (FOR FSO'S AND FSC'S)

1. GENERAL PRINCIPLES

- 1.1 FRV will reimburse an Employee for actual and reasonable necessary out of pocket expenses incurred by the Employee in the course of his or her authorised duties.
- 1.2 An expense will be deemed necessary if it was incurred in the course of an Employee's authorised duties and would not have been incurred in the ordinary circumstances of travel to and from the Employee's home and normal duty location.
- 1.3 Wherever practical, Employees are required to obtain approval before incurring travel, personal and out of pocket expenses.
- 1.4 Employees are responsible for providing satisfactory receipts for amounts actually expended where they are seeking reimbursement and are required to produce receipts by FRV.
- 1.5 Reimbursement of overnight expenses and allowances paid in accordance with the Australian Taxation Office "Reasonable Allowance" amounts are not subject to Pay As You Go (PAYG) withholding tax and are not required to be disclosed on annual Payment Summaries (formerly known as Group Certificates). Claims for part day absence allowances in accordance with the Australian Taxation Office "Reasonable Allowance" amounts are subject to Pay As You Go (PAYG) withholding tax and will be disclosed on annual payment Summaries.n1.6 Where FRV provides meal and/or accommodation allowances expenses will not be payable.n2.

DEFINITIONS

In this Appendix the following definitions apply:

Authorised Officer is a person with the authority to approve expense payments.

CBD is the Melbourne Central Business District as defined in "Melway" Map 1A and 1B.

Part Day Absences are defined as absences not involving sleeping away from home.

Receipts referred to in this clause comprise original documentation being either an original Tax Invoice or other original receipt.

Standard Allowance is based on the Australian Taxation Office Determination Table1 for reasonable daily travel allowance amounts where the Employee is required to sleep away from home and is payable with no requirement to obtain or submit receipts.

Usual base is the normal FRV work location of an Employee.

3. MEALS AND INCIDENTAL EXPENSES

- 1.7 Receipts must be provided when claiming an amount in excess of the relevant allowance specified in the Schedule of Payments.
- 1.8 Where the actual cost reasonably incurred by the Employee is necessarily greater than the relevant Standard Allowance, the difference between the Standard Allowance paid and the expense incurred by the Employee will be reimbursed where the original receipt/s are provided.
- 1.9 A Standard Allowance to cover incidental expenses may be claimable in conjunction with an overnight stay.

- 1.10 Standard Allowances for overnight absences and Part Day allowances are specified in the Schedule of Payments below.

4. OVERNIGHT ABSENCES

Overnight Absence –Sleeping Away from Home:				
First day of an overnight absence		Entitlement		
		Breakfast	Lunch	Dinner
Commences travel at or before	07.00	✓	✓	✓
Commences travel at or before	12.00		✓	✓
Commences travel at or before	17.00			✓

Intermediate day(s) of an overnight absence		Entitlement		
		Breakfast	Lunch	Dinner
Absent from the usual base all day	07.00	✓	✓	✓

Last day of an overnight absence		Entitlement		
		Breakfast	Lunch	Dinner
Returns at or after	09.30	✓		
Returns at or after	14.00	✓	✓	
Returns at or after	19.00	✓	✓	✓

Notes

Incidental expenses are claimable for each night an Employee is required to sleep away from home (an overnight absence).

To be eligible for any of the allowances the Employee must have incurred an expense for a meal allowance claimed.

5. PART DAY ABSENCES

- 1.11 Where an Employee is directed to work more than 24kms away from his or her usual work location, which does not necessitate sleeping away from home, and incurs an expense for each meal claimed will, in the circumstances set out below, be entitled to receive one (1) or more Part Day Absence Meal Allowance.

Part Day Absence Meals		
	Time	Entitlement
Starts at or before; and is unable to return before	07.00 09.30	Breakfast
Leaves the normal work location at or before; and is unable to return before	12.00 14.00	Lunch
Leaves the normal work location at or before; and is unable to return before	17.00 19.00	Dinner

6. ACCOMMODATION

- 1.12 It is expected that Employees will stay at well-appointed establishments that provide a reasonable standard of accommodation that would generally have facilities such as heating and cooling, a clock, television set, radio, tea and coffee making facilities, shower, refrigerator and an environment consistent with the Employee having reasonable and adequate rest.
- 1.13 Where accommodation is not directly billed to, or borne by FRV, the rates for the Standard Allowance are specified in the Schedule of Payments.
- 1.14 Note: CBD accommodation is not claimable and/or reimbursable when visiting FRV Headquarters, East Burwood.

7. ADVANCE ALLOWANCES

- 1.15 Where an Employee is required to sleep overnight away from home, he or she may opt to receive the Standard Allowance in advance prior to travel.
- 1.16 Claims that are reasonable and necessary and in excess of the advance may be submitted upon return, provided receipts are lodged with the claim. If an Employee returns prior to the original anticipated date and time, any advance received in respect of that period must be adjusted and repaid to FRV.

8. MISCELLANEOUS PROVISIONS

- 1.17 Where a period of absence on official business is extended to pursue private interests (e.g. annual leave, public holidays, weekends) all costs relating to the private interest must be kept strictly separate and are the responsibility of the Employee.
- 1.18 The usual or established travelling and accommodation arrangements may be altered to suit the private interest provided:
- 1.18.1 The proposed arrangements are cost effective;
 - 1.18.2 Any costs of a private or recreational nature can be clearly segregated from business related costs;
 - 1.18.3 The arrangements do not give rise to a conflict of interest situation whether real, potential or perceived; and
 - 1.18.4 The arrangements have the prior approval of the Authorised Officer.

9. CLAIMING AND PAYMENT PROCEDURES

- 1.19 All claims for personal expenses, including Part Day and Standard Allowances, must be submitted to the appropriate Authorised Officer on a completed Expenses Claim Form.
- 1.20 All receipts and other substantiating documentation must be original. Photocopies and invoice facsimiles are not acceptable.
- 1.21 Receipts are not required where the Standard Allowance is claimed.
- 1.22 Once approved, all claim forms and receipts must be forwarded to Corporate Finance for:
- 1.22.1 Processing;
 - 1.22.2 Payment (through the payroll system); and
 - 1.22.3 Filing.

10. REVIEW OF EXPENSE RATES

1.23 Expense rates listed in the Schedule of Payments will be reviewed and updated no less than annually by the parties having regard to such indicators as:

1.23.1 Rates of reasonable accommodation and personal expenses issued by the Australian Tax Office;

1.23.2 Significant increases in recognised commercial accommodation costs; and

1.23.3 Movements in the Consumer Price Index.

11. SCHEDULE OF PAYMENTS

[Explanatory note: Table of allowance rates to be inserted and provided through the intractable bargaining workplace determination process]

Accommodation, Meals and Incidental Payments**Overnight Absence:**

Expense	Melbourne CBD and Metropolitan Area	Bright, Castlemaine, Colac, Wonthaggi	All Other Victorian Locations
	Standard Allowance	Standard Allowance	Standard Allowance
Breakfast	[to be inserted]	[to be inserted]	[to be inserted]
Lunch	[to be inserted]	[to be inserted]	[to be inserted]
Dinner	[to be inserted]	[to be inserted]	[to be inserted]
Incidentals	[to be inserted]	[to be inserted]	[to be inserted]

Part Day Absence:

Expense	Melbourne CBD and Metropolitan Area	Bright, Castlemaine, Colac, Wonthaggi	All Other Victorian Locations
	Standard Allowance	Standard Allowance	Standard Allowance
Breakfast	[to be inserted]	[to be inserted]	[to be inserted]
Lunch	[to be inserted]	[to be inserted]	[to be inserted]
Dinner	[to be inserted]	[to be inserted]	[to be inserted]

Accommodation:

Location	Standard Allowance
Melbourne CBD and Metropolitan Area	[to be inserted]
Bright	[to be inserted]
Castlemaine	[to be inserted]
Colac	[to be inserted]
Wonthaggi	[to be inserted]

Ararat, Bairnsdale, Ballarat, Benalla, Bendigo, Echuca, Geelong, Hamilton, Horsham, Mildura, Portland, Sale, Seymour, Shepparton, Swan Hill, Wangaratta, Warrnambool	[to be inserted]
Other Victorian Country Centres	[to be inserted]