

**VFBV SUBMISSION TO THE INQUIRY INTO EFFECT OF
ARRANGEMENTS ON CFA VOLUNTEERS:**

**WORKFORCE ARRANGEMENTS AND
RELATED MATTERS THAT IMPEDE CFA
AS A VOLUNTEER BASED FIRE AND
EMERGENCY SERVICE**

6 June 2011

The terms of reference of the current inquiry incorporates an examination of the effects of CFA/UFU industrial agreements on CFA volunteers as part of a wider examination of the effects of all CFA arrangements on CFA volunteers. The information contained in this paper seeks to provide the Inquiry with information pertinent to the effect of current industrial arrangements on CFA volunteers. It is additional to material already provided to the Inquiry by VFBV and submitted prior to our principal submission to assist the Inquiry.

INTRODUCTION

VFBV has been pleased to have provided information to the Inquiry over the past six weeks to assist its work. The supplied information was intended to provide the Inquiry with a broad background on many of the issues volunteers are concerned about and that VFBV has pursued over recent years.

Based on feedback from consultative meetings held by the Inquiry with volunteers, including District representatives of VFBV, and copies of submissions to the Inquiry provided for information to VFBV by their authors, we understand that most if not all of the broader issues contained in the documents we provided over the past weeks have been reinforced by the experiences of countless volunteers relayed to you at meetings and in personal submissions.

Our recently provided submission to the Inquiry on the results of VFBV's Future Focus workshops, conducted in each CFA district between late 2009 and earlier this year, has also raised the same or similar issues as those otherwise communicated to you.

The consistency of the issues and concerns from so many sources corroborates the underlying message inherent if not always explicit in what has been put before the Inquiry – despite volunteers comprising 98% of the CFA workforce and their role as the primary deliverers of CFA services to Victorian communities. The current CFA organisational arrangements fail to provide its volunteers with an appropriate level of respect, support, resources, organisational engagement and inclusion in determining matters in which volunteers have an interest.

Older volunteers tell us that this is a comparatively recent thing and seems to be the result of a generational culture shift in CFA away from focusing organisational priorities on volunteers.

With the exception of older volunteers and a few long serving staff, there seems to be a lack of corporate memory or understanding of the significant role volunteers have historically played, not simply as “boots on the ground”, but as unpaid managers and leaders of the organisation.

CFA industrial agreements for non-operational paid staff have to date had a relatively benign impact on volunteers. It is the industrial arrangements for staff covered by the Operational Staff Agreement, including training instructors and operations officers, entered into by the CFA with the United Firefighters Union (UFU) that are in our view symptomatic of this shift in understanding and attitudes among CFA leadership and staff towards unpaid volunteers.

We submit that the negotiation, agreement and management of ‘Operational Staff’ industrial arrangements have exacerbated the shift in focus and organisational priorities of CFA leadership and management away from volunteers and the strengths, capacity and potential of CFA volunteerism.

It is our experience over the past few years that CFA leadership and senior management are too often preoccupied by deals, arrangements and the perceived need to keep the UFU and its political connections happy regardless of real organisational need.

In this context it is no wonder that there has been a lack of focus on the organisation’s obligations towards volunteers which has been a significant cause of many of the issues raised with you, including: matters impacting volunteer training; limits on the provision of support to volunteers; arbitrary limits on the utilisation of volunteers; barriers to CFA appointment of volunteers to positions covered by the Operational Staff EBA regardless of a volunteer applicant’s qualifications, skills, knowledge and experience; and, ineffective or non-existent consultation with volunteers, non responsiveness to volunteer concerns and a refusal to abide by the Volunteer Charter.

ABOUT THE SUBMISSION

This submission examines current and recent industrial relations arrangements negotiated by CFA and their effects on volunteers and changes needed to ensure positive workforce arrangements (volunteers and paid staff) including leadership and human resource management across CFA.

The submission is divided into six sections:

1. The effect of industrial arrangements on volunteers

This section outlines five areas of major impact on volunteers under current industrial arrangements and makes recommendations relating to them.

2. Recent CFA IR History and effects on volunteers

Outlines the recent history and background of CFA industrial arrangements for operational staff up to the 2010 negotiations including the Disputes Panel on career staffing and the agreement to employ 342 additional career firefighters by CFA.

3. Background to 2010 Industrial Arrangements

Outlines the negotiation of the current industrial arrangements and refusal to consult volunteers on matters that may affect them.

4. Positive Workforce Arrangements for CFA Paid Staff and volunteers

Sets out principles for an effective integrated CFA workforce.

5. Leadership and Human Resource Management in CFA – the need for change and Recommendations

Sets out Leadership and Human Resource Management principles and recommendations that VFBV believes are important for the future.

6. Attachments

Attached to the submission are three documents which may be of assistance to the Inquiry. Attachment 3 in particular may prove useful to the Inquiry in any examination of current industrial arrangements and their impact on volunteers.

Attachment 1 VFBV letter of 22nd February 2010 to CFA submitting 12 points it wished to be addressed in negotiation on new industrial arrangements with UFU.

Attachment 2 VFBV assessment of the CFA/UFU 2010 Enterprise (Bargaining) Agreement against the 12 points raised in 22nd February letter.

Attachment 3 Summary of VFBV's analysis of the effects of CFA's industrial arrangements on volunteers

Special Note: Staff Industrial Arrangements, Volunteers and the Volunteer Charter

It has been VFBV's express position that we have neither the desire nor the right to be involved in legitimate CFA/union negotiations on pay and conditions for paid staff. Our interests are solely limited to those matters that affect volunteers.

It is the effect on volunteers that has created concern within our ranks about the impact of various CFA-UFU industrial arrangements.

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

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

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

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

Having said this, we believe it is important to volunteers that all of the paid staff who work with them in CFA, particularly front line workers with a responsibility and special role to support and work with volunteers to maintain, encourage and strengthen the capacity of volunteers to deliver CFA services, should benefit from industrial arrangements which recognise and reward their skill, dedication and performance in this special role.

THE EFFECT OF INDUSTRIAL ARRANGEMENTS ON VOLUNTEERS

This section outlines what we say are five of the most important areas of impact by current industrial arrangements on the capacity of CFA volunteers to provide CFA services to the people of Victoria.

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

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

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

The most important impacts on volunteers of the offending industrial arrangements are:

- 1. Exclude CFA volunteers from having an effective say on matters that directly affect their brigade and local community;**
- 2. Determines and limits how training will be managed and delivered in CFA;**
- 3. Dictates how paid support can be provided to volunteer brigades;**
- 4. Blocks volunteers from being employed in roles that they are qualified and experienced to do; and,**
- 5. Fails to recognise volunteer capacity and a fully integrated approach to delivering CFA services:**

Underlying these issues is a failure of the industrial arrangements to recognise that volunteers are the core of CFA’s fully integrated approach to delivering its services.

A detailed list of the impact of current industrial arrangements on volunteer rights and capacity is provided in attachment 3 to this submission.

1. Industrial arrangements which exclude CFA volunteers from having an effective say on matters that directly affect their brigade and local community:

The concern most often raised with VFBV over the past 12 months is the failure of the CFA and former State Government to honour the CFA Volunteer Charter during the 2010 CFA-UFU operational staff industrial negotiations during which a number of issues with clear impact for volunteers were discussed and finalised.

The CFA Volunteer Charter's requirement that CFA must consult with VFBV representing CFA volunteers on any matter that may affect volunteers before decisions are made on such matters is absolute. There is no exemption for industrial or any other matter. In fact, the origins of the Charter were in response to the failure to consult with volunteers through there then two Associations (VRFBA representing rural brigades & VUFBA representing urban brigades) on the 2000 Operations Staff EBA.

To compound our concerns, the outcome of the negotiations are a number of EBA arrangements that purport to lock volunteers out from discussions on matters that directly affected them.

Chief amongst these is EBA clause 6.2 which says:

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

CFA and UFU are the first and second parties to the agreement. VFBV and our members are classed as third parties and as such this clause seeks to eliminate us from seeking to clarify and have changed clauses contained in the agreement which we regard as relevant to the interests of our members.

The following EBA clauses are further examples of where volunteers are locked out of having a say and negotiating on matters that directly affect them:

Clause 24 - CFA POLICIES

The wording of this clause effectively prevents the alteration of policies established through industrial arrangements except through the processes set

out in clause 13 of the EBA – Consultative Processes. Disputes arising from the consultation processes are subject to the disputes resolution procedures of the EBA. Despite the impact of these policies on volunteers we are precluded from participating in these policy negotiations because we are not a party to the EBA. Industrially agreed policies on matters such as PPC, station wear and equipment, all have an impact on CFA volunteers but can only be altered by agreement between UFU and CFA. Other similar policy arrangements exist in regard to training, appliances and fire station design and construction. In all of these matters volunteers are excluded as a result of industrial arrangements.

Clause 73 - MEMORANDUMS OF UNDERSTANDING

This clause requires that any existing agreement, MOU or like arrangement between the CFA ...or another entity that affects the response area of the CFA or one or more firefighters covered by the EBA is to be submitted and reviewed by the CFA-UFU Enterprise Bargaining Implementation Committee (EBIC). If there is a dispute over such matters it is presumably subject to the dispute resolution clauses of the EBA which means the dispute can be ultimately determined by Fair Work Australia.

Clause 89 - UNIFORMS AND EQUIPMENT

This clause links to clause 24 – CFA Policies. The provision of PPC, station wear, equipment and appliances to be worn or used by employees including design and specification are stated to be policy matters and thus governed by clause 24. Clause 89 does make clear that an agreed uniform and PPC list will be inserted into policy, it will come into effect within three months of the signing of the EBA and the parties will comply with the policy. Despite the ramifications of these decisions for volunteers they have no say in them. CFA is one integrated organisation that should not differentiate in consultative arrangements between paid staff and volunteer representatives. As with other similar matters, discussions and policy development over uniforms, PPC and other equipment should be subject to a tripartite process between CFA, VFBV and UFU.

Clause 91 - INFRASTRUCTURE

This clause notes that the CFA and UFU have agreed to a template plan and guidelines for new integrated fire station design (as at 2004) and that an agreed

copy will be provided to the President of Fair Work Australia (FWA) and placed on the file at the same time as the EBA is lodged with FWA.

Integrated locations are as much a workplace for volunteers as they are for paid staff. There should be equal consultation with both paid staff and volunteers at each relevant location over infrastructure design and facilities. Similarly, in regard to any new template plan and guidelines for new integrated fire station designs discussions and negotiations should be conducted on a tripartite basis – CFA, UFU and VFBV representatives of relevant volunteers. However, under the arrangements of this clause there is no provision for a role to be played by volunteers. This is discriminatory and needs to be addressed.

Clause 92 - NEW APPLIANCES AND EQUIPMENT

This clause requires CFA to use its best endeavours to develop within the first 6 months of the EBA guidelines for the design and specifications of appliances and equipment to be used in any station built after the date of approval of the 2010 EBA. This clause is linked by its title and subject matter to clause 89 and the development of agreed policy on the design and specifications of new appliances and equipment. The requirements of this clause are undoubtedly intended to be steps in the process for developing a new and binding policy exclusive of volunteer involvement. Appliances and equipment are used by both career staff and volunteers. Consequently, it is discriminatory for volunteers to be excluded from discussions and negotiations in determining the design and specifications of appliances and equipment to be used within CFA.

2010 CFA-UFU Deed of Agreement (signed 20 August 2010) also impacts volunteers ability to have a say on matters that directly affect them, as follows:

Clause 8.3 – ENHANCEMENT OF BRIGADE SUPPORT

This clause deals with the future role and career opportunities for Brigade Administrative Support Officers (BASOs).

In clause 8.3 after detailing the opportunity for BASOs to train as firefighters and once qualified to become Leading Firefighter (Brigade Support) it further states *“Any other opportunities will be by agreement between the parties” (ie, the CFA and UFU)*

In clause 8.4 details the process for appointments to BASO positions either existing vacancies or newly created positions. It requires that the “appointment to the position of BASO shall be in accordance with the position description developed between the parties (ie, CFA and UFU).

BASOs are not an operational position within the CFA, they are administrative positions employed to work with volunteer brigades. They are precluded from being appointed to integrated brigades under the terms of the CFA-UFU Consolidated 2007 Deed of Agreement. Despite these facts the CFA have concluded a deal on this class of employees whose role it is to work with volunteers such that volunteers are excluded from consulting on the development of a future classification derived from BASOs, allegedly to support volunteer brigades, Leading Firefighter (brigade support) and excluded from consulting on the future position description of the BASO classification.

On behalf of its members VFBV wrote to CFA and the Victorian Government in February 2010 raising 12 issues of importance to volunteers that needed to be dealt with and resolved during CFA’s negotiations with the UFU for the 2010 EBA. Those letters and subsequent communications requested meeting to discuss the issues and the importance of resolving them. *(A copy of the 22 February letter to the CFA Chairman and CEO is attached to this submission – Attachment 1)*

Neither the CFA nor representatives of the Victorian Government would discuss these or other related matters because of negotiating arrangements with the UFU. In mid 2010, as a response to repeated VFBV communications, the CEO of the CFA asserted that there was a prohibition on discussion such matters with any other party.

VFBV finds it extraordinary that in the lead up to and during the negotiation of an industrial agreement that impacts so on volunteers, as demonstrated in the above examples (and in *the Summary of VFBV’s Analysis of the Effects of CFA’s Industrial Arrangements on Volunteers* containing a more detailed analysis attached to this submission – Attachment 3) that CFA would agree to an arrangement whereby there would be no discussion or consultation with VFBV representing those deleteriously affected - CFA volunteers. And we are further surprised that CFA would agree to the

content of clause 6.2, as recited above, in view of its commitments under the Volunteer Charter, not to mention good management practice.

VFBV submits that this issue is directly relevant to the Inquiry's terms of reference because it is a critical example of CFA not abiding by the CFA Volunteer Charter, denied the right of volunteers to be heard on matters directly affecting them and served to hide a process that resulted in direct impacts on such matters as volunteer training, support and the carrying out of their duties as well as establishing barriers to appropriate employment opportunities with CFA.

The 2010 EBA provides for CFA-UFU consultation on a variety of matters affecting volunteers, including training, management structures, uniforms, equipment (including PPC), appliances and infrastructure that all impact to varying degrees on volunteers and upon which VFBV is excluded from representing the interests of their members by CFA industrial arrangements.

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

2. Industrial arrangements which determine and limit how training will be managed and delivered in CFA:

The training arrangements of CFA are a matter of great concern to VFBV and its members. The consequences of EBA arrangements regarding training have a direct

causal link to many of the problems volunteers rightfully complain of regarding CFA training.

The principle concerns of volunteers regarding the impact of industrial arrangements on training relate to availability, access, content and assessment of training courses.

The high costs of CFA training on already insufficient regional training budgets, in part caused by the operation of industrial arrangements, adds to the reasons for volunteer training needs not being met. Having made the relevant industrial agreements, CFA should ensure that budgetary and other consequences do not impact volunteers, particularly in priority areas like training.

Under the terms of the EBA, operational training matters are matters between CFA and UFU and external parties (other than FWA and relevant courts) are excluded. Thus, the application of the industrial arrangements would hold that Volunteers/VFBV is excluded from “interfering” despite these matters explicitly determining training arrangements for volunteers.

CFA industrial arrangements affect the quantity of resources actually available for use and flexibility in the use of those resources. These arrangements restrict the availability and consequently convenient deployment of instructors for volunteer training by: restricting sources of recruitment for CFA Training Instructors often causing lengthy delays in filling available positions; limit the proportion of working hours instructors have available for training at times convenient for many volunteers; prevent flexible working arrangements for CFA training staff that may both better meet their personal needs and better accommodate volunteer training; and, create a barrier to the flexible use of external sessional instructors to ensure that volunteer training needs are met.

2.1 Availability of Instructors

The availability of training instructors is a major issue for CFA volunteers. Unfortunately, the EBA restricts the availability of instructors for volunteer training in several ways:

- **BARRIERS TO THE USE OF EXTERNAL SESSIONAL TRAINING INSTRUCTORS:** Even without regard to this last point, the steps required are virtually impossible to comply with and any attempt would be very costly. To our knowledge CFA has not

been successful in implementing any sessional instructors despite this being a cost effective and sensible solution to ensure training can be delivered at a time, and location that suits volunteer availability.

Clause 99.2.2 governs the use of sessional instructors. There are a number of steps which have to be taken under the EBA prior to the CFA being allowed to retain the services of a qualified paid sessional instructor to deliver a training session:

- First the session must have been identified in a current training or assessment syllabus in advance of its occurrence;
- Second, the identified instructor who was to conduct that session is to be absent through sickness or other unavoidable cause;
- Third, it can be demonstrated that the session is of an urgent nature and must take place;
- Fourth, it can be demonstrated that other career instructors, Leading Firefighters, Station Officers, Operations Officers or volunteers within a 100km radius cannot deliver that urgent session and the session cannot be rescheduled.

It is difficult to see how CFA could retain and utilise a sessional instructor under these arrangements. In effect this clause is a barrier to CFA using sessional training instructors.

The inability for CFA to plan training, in advance and assuming the availability of an instructor (by whatever means) coupled with budget pressures means that training is supply driven not needs driven.

- Clause 99.8 INSTRUCTOR HOURS OF WORK limits the availability of instructors at volunteer friendly times of an evening or weekend for training. The spread of their hours is generally weekdays but can include an average of two nights per week and five weekends in every eight week cycle.

For example, an instructor over an eight week cycle can only work a maximum of 16 nights or an average of two nights a week. Since volunteers make up 98% of the CFA workforce, the majority of CFA training is required at volunteer friendly times. It would be desirable if CFA instructors were employed under workplace arrangements that better matched their hours of work to volunteer friendly times to maximise their

effective availability for volunteer training. Failing this CFA needs to increase use of sessional instructors to achieve a cost effective and flexible resource capacity or fund additional permanent instructors to meet CFA brigade training demand.

2.2 Ban on flexible work arrangements

In addition to these clauses, clause 29.2 has consequences for the provision of training instructors by the CFA. Clause 29.2 provides that *“the CFA will not employ an employee on a part-time or casual basis, and no employee may hold a position on such a basis”*. This prohibition means that otherwise qualified applicants for training instructor positions who are looking for permanent part-time or casual work for lifestyle or family reasons and whose own time availability may be consistently more volunteer friendly than full time staff under the EBA cannot be retained by the CFA. Organisational logic would suggest that training instructor positions that can't be filled in a reasonable time should at least be opened up for more flexible recruitment and employment arrangements.

Such opportunities may be particularly attractive for firefighters who have left the job through retirement or experienced volunteers with other part time interests, including those who have retired early under state superannuation arrangements from education and training positions. Such flexible employment arrangements can be mutually beneficial; good for the part time instructors' commitments and good for CFA in the provision of instructors at volunteer friendly times.

2.3 Filling vacant paid Training Instructor positions

Over a lengthy period CFA have had instructor vacancies they have been unable to fill. Clause 99.6.2 deals with the recruitment and selection of instructors. This clause restricts access to appointments to structural and Fiskville instructor positions to career firefighters with a minimum of 5 years service as a paid career firefighter employed by CFA or a CFA-UFU recognised government fire service. In the case of wildfire instructors they must be drawn from career firefighter ranks or be assessed as having similar assessed experience through a lengthy RPL process at the end of which a UFU delegate must agree, or as agreed by UFU and CFA on an applicant by applicant basis. These industrial barriers serve to prevent the appointment of experienced and qualified volunteers to CFA Training Instructor positions and therefore contribute to the number of unfilled Training Instructor positions in CFA.

2.4 Access to field training grounds

Hot fire training at Field Training Grounds (FTGs) is an important part of volunteer learning and development as well as being important for skills maintenance. PAD operators run the hot fire training at these FTGs as an important part of training volunteer firefighters and skills maintenance.

Clause 148 of the EBA sets out the ordinary hours of work for PAD Operators is 38 hours per week over five days, Monday to Friday worked between the hours of 0800 and 1645. Outside this time they can elect to work at overtime rates, but it is rightfully their decision. Their availability at volunteer friendly times for the majority of volunteers, that is, of an evening/night and on weekends, is at their own election and subject to overtime. To provide volunteer brigades with access to FTGs and their facilities at volunteer friendly times is therefore both costly and dependent on PAD Operators making themselves available outside their ordinary hours of work. These factors create serious limitations on the availability of hot fire training, assessment and skills maintenance for volunteers.

Casual PAD operators were retained in the past by CFA to provide access for volunteers to these facilities. Such casual staff are now banned by industrial agreement negotiated and agreed by CFA (*see section 29.2 of the current EBA*). Consequently, the access to FTGs by volunteers is restricted. (The use of volunteer PAD operators is rare these days and the UFU has made clear its opposition to CFA allowing the use of volunteers for such work)

The hours of work of PAD operators coupled with the recent ban on the use of casual PAD operators under the current industrial arrangements mean that volunteers have insufficient access to hot fire training (and skills maintenance opportunities) at Fire Training Grounds (FTGs) with serious consequences for CFA service delivery capacity into the future.

New operating procedures and allowances for Pad Operators working alone are currently the subject of CFA and UFU negotiation as provided for by clause 151 but there is no suggestion that this will result in better access to FTGs by volunteer brigades. CFA did have a group of volunteer and casual pad operators who could operate at various FTGs at more volunteer friendly times.

FTG management arrangements seem to have also largely ended the use of volunteer PAD Operators. Consequently, the access of volunteer brigades to FTGs is unacceptably restricted by the current arrangements. VFBV believes there is a solution to this problem based on changing FTG management and operating practices to allow for an expanded use of volunteers as PAD operators to meet volunteer brigade hot fire training needs at FTGs. Under clause 26 of the EBA, volunteers in the CFA shall not be prevented from providing services normally provided by them. This is stated in clause 26.3 as an exception to the requirement that all work currently performed by employees in the classifications in the EBA will continue to be performed by employees in these classifications who are directly employed by CFA and future work covered by these classifications will be performed by employees engaged in the classifications. Thus staff PAD operators will continue to be employed doing the work but volunteers should also be able to do it also based on the fact that volunteers normally have done so in the past.

2.5 Ensuring best utilisation of volunteer trainers and assessors

Clause 99.2.6 says that there is nothing in this clause shall prevent volunteers delivering training on a voluntary basis. So provided the volunteer is relevantly qualified for the subject course as agreed by the CFA and UFU under the EBA, there appears to be no industrial impediments to a volunteer instructor being utilised.

Variable policy on the use of volunteers as instructors and assessors across regions is a management arrangement restricting resource availability. This restriction does not seem to have any formal relationship with industrial arrangements however 'the EBA' is frequently stated as the reason for such action. Similarly, the actual quantity of resources available for use is a matter of CFA Board determination based on their assessment of budget priorities.

2.6 Course content and Assessment:

In respect to content and assessment, current CFA industrial arrangements (specifically schedules 5 & 6 of the current EBA) prescribe matters in regard to operational training for career Firefighters, Station Officers and volunteers and ban both career staff and volunteers from firefighting unless they are trained in the content and assessed in the way agreed between the UFU and CFA. Under current industrial arrangements,

VFBV/volunteers have no role in determining these matters that directly affect them. The impact of these arrangements is yet to be assessed.

The training framework set out in Schedule 5 to the EBA was negotiated by CFA with UFU. The framework affects volunteer training. There was no consultation or negotiation with VFBV on the content relevant to volunteers. At various points in the document there are references to the need for agreement with UFU. At no point in the document is the need to discuss matters with VFBV representing volunteers raised let alone any requirement for agreement with the VFBV. The consequences for volunteers of this schedule are still unclear but our training representatives are concerned particularly by the arrangement enabling further agreements on training in absence of volunteer consideration.

Similarly, the statement on operational training and assessment in the CFA set out in Clause 6 to EBA, which specifically covers operational training for volunteers, was solely negotiated between CFA and UFU with no discussion or negotiation with VFBV.

Schedule 6 spells out binding requirements for the delivery and assessment of operational training. Among other things it lists locations where CFA operational training can be delivered from. It specifies Fiskville and other (CFA) training grounds, all brigades across the state and “any other appropriate training locations”. Because of the EBA,s structure the determination of what is an appropriate training location is the subject of agreement between CFA and UFU and if they fail to agree is subject to the lengthy dispute resolution process;

With a workforce that is so predominantly volunteer and therefore requiring access to training instructors and to facilities like Fire Training Grounds at volunteer friendly times (mostly evenings/nights and weekends), why would CFA conclude industrial agreements that specify hours of work arrangements that do not correspond to the times of internal demand for those services by volunteers and their brigades? And why would it compound this problem with industrial agreements that ban alternative ways of providing these essential services to volunteers at volunteer friendly times such as through the use of casual and part time employees or external providers?

It is a simple proposition that an organisation's IR/ER arrangements should reflect the needs and nature of the business. In any number of industries, management and employees that provide services, whether to the public or internally within the organisation, are subject to workplace arrangements which enable these services to be provided when they are needed. VFBV contends that services and support required by volunteers must be available at volunteer friendly times and this is fundamental to a volunteer based organisation. .

3. Industrial arrangements which dictate how paid support can be provided to volunteer brigades:

Flexible organisational support of brigades according to need is one of the most critical functions of CFA. Such support may take a variety of forms from assistance to recruit new members, the provision of training across the range of skills necessary for brigades to meet their service requirements arising from the risk profile of each brigade's area of coverage. Ensuring that the infrastructure, appliances and equipment are appropriate to each brigade's role and tasks is part of CFA's role in supporting brigades. This is core business for CFA. Similarly, direct staff support, both operational and non-operational, is required by some brigades from time to time. Current industrial arrangements dictate how paid support can be provided to volunteer brigades regardless of need.

Volunteer brigades have benefited from paid staff support by three arrangements in past years: temporary or ongoing day staffing by a career firefighter(s); Community Support Facilitators (CSFs) who worked to the brigade captain undertaking a range of tasks and projects for the brigade to build local capability in areas of higher risk and high service demand because of location and demography; and, Brigade Administrative Support Officers (BASOs) who provide administrative and organisational support for a brigade.

Each of these has been affected by CFA agreed industrial arrangements regardless of the impact on volunteer brigades.

3.1 The effect on volunteers of Day Staffing restrictions

CLAUSE 80 - DAY STAFFING

Clause 80.1 states:

"A station may only be staffed on an agreed roster (for day staffing) other than the 10/14 roster (which means 24 hours a day, 7 days a week) where this agreement so stipulates or where there exists a prior written agreement between the UFU and CFA to staff that station at a specified later time on a 10/14 roster."

The ability of CFA to deploy career firefighters on day shift based on the assessed need of a brigade is terminated by this clause. CFA can only use day shift staffing as a lead in to 24/7 staffing, regardless of whether they will be needed or not.

The clause makes no allowance for the brigade to rebuild its service capacity through, recruitment, training, changes in the availability of existing volunteers, volunteers from other brigades shifting to the brigade, and so on. It may be that after a period of rebuilding and reorganisation the brigade no longer needs the support of a career firefighter or reaches a steady state where the day shift firefighter is sufficient on an ongoing basis for the brigade to maintain service capacity.

The implicit assumption underlying this clause is that once a volunteer brigade requires the support of a day shift firefighter (say, to provide specialist skills that are unavailable at a brigade during weekdays for a period of time) it will not only never succeed in rebuilding its capacity but rather its capacity limitations will grow. Worse still, it may assume that rebuilding the brigade's volunteer capacity will not be pursued as a priority and fundamental responsibility of CFA.

This is a newly configured clause compared to previous arrangements and for the first time introduces the requirement that day staff must lead to 24/7, 10/14 roster staffing. It should be noted that there is no financial disadvantage to a paid career firefighter being appointed to day shift since their industrial arrangements provide that they will be paid as if they are on a 10/14 roster with all penalties, allowances and leave applicable to firefighters on a 10/14 roster being equally applicable to a firefighter on day shift.

One of the key continuum of support for brigades treatments – temporary or ongoing day shift staffing – is effectively terminated as a temporary or ongoing option for brigade support by this clause as it stands.

In the months following the finalisation of the EBA we were told by CFA representatives that any career staff deployments to brigades will on be on the basis of assessed need. On other occasions we have been told by CFA representatives that our literal reading of this clause is accurate. The Secretary of the UFU advised us at one point late last year that career staff would not be deployed where they were not needed. Our own legal advice is that our literal reading of the clause as expressed in the first part of this subsection is correct. There is a critical need for the renegotiation and amendment to this clause to enable the deployment of career firefighters for day staffing of brigades as needed without further commitments.

3.2 The effect on volunteers of abolition of Community Support Facilitators (CSFs)

CLAUSE 70 - COMMUNITY SUPPORT FACILITATORS (CSF)

This clause was first introduced in an EBA in 2000 and was used to terminate the CSF classification. It has been rolled over in each subsequent EBA. The clause bans CFA from contracting or employing any person to undertake CSF or similar duties. It also bans any classification or position performing similar duties.

The CSF program was designed to deliver what brigades and the CFA identified as a priority need and that is to provide local level, flexible and adaptive support to high risk, high service demand and vulnerable communities because of location and demography. The focus of the role was to build community and volunteer capability – an excellent, cost effective support role celebrated by volunteer brigades fortunate enough to have access to it. This approach is consistent with the priorities identified by the Victorian Bushfires Royal Commission.

CSFs worked at local brigades under the direction of the brigade Captain at their assigned brigade undertaking a range of tasks and projects to build local brigade and community capability and also to build the partnership effort between the brigade and local community. In particular, at a community level CSFs carried out a community education and development role to build preparedness, capacity, resilience and a shared responsibility for their own safety.

In the 2000 EBA negotiations UFU argued for their abolition on the basis that they objected to CSFs because they were contract labour provided by a labour hire company, that some CSFs responded to call-outs (as volunteers at the brigade at which they worked) acting as cheap firefighters and all the work they performed was work covered by career firefighter position descriptions. They claimed that CSFs should be replaced by career firefighters.

The UFU successfully lobbied the Bracks Opposition in 1999 to come out against these positions. The decision to terminate the positions was taken in the first months of the Bracks government in 2000.

How it is that an industrial body or an industrial agreement can destroy such a program when CSFs had nothing to do with the paid firefighter workforce? It would have been more reasonable if the UFU accepted an arrangement whereby CFA agreed that CSFs role was not to undertake firefighting during work hours and convert them to direct employment with CFA. But UFU were adamant that the role CSF's performed was a role that a firefighter should perform.

The wording of the 2000 EBA clause (which is rolled over into the current EBA as clause 70) was accepted on the basis of two new CFA classifications being created – BASOs to carry out administrative and organisational support for volunteer brigades and Community Education Firefighters (CEFFs) to provide local community education. It was agreed that those employed as CSFs could translate into these new classifications. In the case of CSF staff transitioning to CEFF positions they were required to undertake recruit firefighter training. The duties of BASOs and the community education role of CEFFs had been part of the duties of CSFs. CEFFs have ceased to exist as a classification.

3.3 The effect on volunteers of clauses covering BASOs in the Deeds of Agreement between CFA and UFU signed on 20 August 2010

BASOs: These positions were introduced in 2000 to provide administrative and organisational support for volunteer brigades and were to replace CFA's 64 CSF positions. They are intended to be brigade based, whether working for a single brigade or a local cluster of brigades. Current industrial arrangements set out in two Deeds of Agreement between CFA and UFU signed 20 August last year enable the UFU to dictate the location, hours of work, duties, position selection criteria, and primary objectives of their role as well as restrict their volunteer activity if they are a CFA a volunteer.

BASO positions were intended to replace 64 CSF positions. We understand that government funding was provided to employ an additional 50 BASOs under a special resourcing arrangement in 2000 but that CFA subsequently reduced that number to an additional 22 BASOs. On that basis there should be at least 86 BASOs deployed to support volunteer brigades. From available advice we understand that there are currently around 60 BASOs. According to advice received from members, many are now based in regional offices doing other than brigade duties for which they were appointed. We

understand that this matter has been raised with the Inquiry during consultations with volunteers. This is a matter the Inquiry may wish to clarify and pursue.

BASOs were always classed as administrative, non-operational staff. However, from the creation of this classification the UFU sought arrangements to control the location and scope of work to be performed by BASOs which impacted on volunteer utilisation of these employees.

Industrial arrangements contained in a Deed of Agreement between CFA and UFU signed in 2007 spell out limits on the work locations as well as hours of work and duties which may be performed by BASOs despite being a non-operational classification. Further, BASOs who are CFA volunteers are restricted in their volunteer activity by the Agreement.

The industrial arrangements regarding BASOs agreed by CFA with the UFU in the 2010 Deed of Agreement went further with a requirement that any replacement or new BASO position can only be appointed in accordance with a position description agreed between UFU and CFA. Position descriptions cover such things as the primary objectives of the position, duties and key result areas and selection criteria for the positions. VFBV believe that these arrangements are extremely inappropriate for such non-operational positions that are supposed to be dedicated to volunteer brigade support.

There is no scope in the arrangements for volunteers to have an input into these matters. It is unclear what further effect the 2010 CFA-UFU Deed of Agreement will have on the BASO program and therefore how it will effect volunteer brigades.

It is our strong view that the BASO program should be restored to its intended purpose and strength as brigade based administrative and organisational support personnel for volunteers and their brigades and that the industrial controls over this classification under the UFU Deeds of Agreement should be terminated.

3.4 The effect on volunteers of Additional Staffing clauses of the CFA / UFU Operational Staff Enterprise Agreement 2010

The August 2010 deal to appoint 342 additional paid career firefighters to CFA under the industrial arrangements has significant impacts on CFA volunteers. As we understand it

there was no genuine needs assessment or impact analysis carried out by CFA prior concluding the deal with UFU and there is no additional State budget allocation to pay for the cost of the deal.

VFBV supports the integrated model of paid staff working with and in support of volunteers and supplementing them all on the basis of need. We do not support the way the appointments appear to be dictated under last year's industrial arrangements including the EBA.

The deployment of new paid career staff under this clause is contrary to the continuum of brigade support approach agreed by CFA with VFBV. The 'CFA Operations Directorate Human Resource Planning Principles for CFA Brigades' is supposed to be the framework and principles determining additional support for brigades whether that be administrative support, support with volunteer recruitment, leadership support, targeted training support, support with community education or as the case may be paid fire fighter support (including daytime, temporary or seasonal not just 24/7 manning).

3.4.1 The relevant clauses under the 2010 EBA are:

Clause 27 - SAFE STAFFING LEVELS

Clause 27.4.2 requires that CFA will employ 342 new career firefighters over the next six years.

Clause 27.4.3 requires that CFA will conduct a minimum of three recruit training courses run each year.

Clause 27.4.4 requires that each course will train a minimum of 30 recruits.

Clause 27.4.5 requires that recruit training courses will continue to run under these arrangements until the required 342 new career firefighters have been employed.

Clause 27.4.6 specifies that at the conclusion of each training course the CFA will deploy all qualified recruit firefighters following consultation in accordance with the recommendations of the Board of Reference (the Merriman Disputes Panel set up under the 2007 Deed of Agreement between CFA and UFU to determine career staffing disputes).

Clause 27.4.7 creates a binding arrangement where once a career firefighter position is established at a brigade CFA is compelled to take all necessary steps to vary the EBA to incorporate the new firefighter position into Schedule 1 of the EBA which sets out minimum career staffing arrangements at integrated brigades. Once that position is created under this scheme it becomes permanent and not subject to the flexibility envisioned by the continuum of support for brigades policy approach agreed by the CFA and VFBV Joint Board meeting held in late 2008.

3.4.2 Background:

The state Government announced the additional staff as part of its response to the report and recommendations of the Victorian Bushfire Royal Commission. Clause 27.3 of the EBA tries to also suggests in vague terms that there is a link between the Royal Commission and the additional staff by citing a reference in the VBRC report which was actually the commission reflecting on the evidence of a UFU witness. But VFBV notes that there was no recommendation from the Royal Commission for additional paid career firefighters for CFA (or MFESB). In fact the Royal Commission reflected favourably on the capacity of CFA volunteer firefighters to handle the work load in a professional manner.

Again the Clause 27.4.6 of the EBA. suggests that the deployment of new firefighters is linked to the decision of the industrial Merriman Disputes Panel on station staffing in April 2009 where he recommended on staff for deployment across 25 brigades. Even that link is expressed in vague terms which and it is extremely difficult to relate the Merriman decision to 342 new staff. .

So all we are left with is the deal for 342 additional firefighters, no justification, no strategy and no plan. We are also advised that the appointments are currently unfunded and CFA will have to reach into existing resources to pay the costs of the additional staff.

These are all matters that should have been completed before any deal was agreed.

3.4.3 Impacts:

The employment and training of the new career staff as provided by the clause affects volunteers in a range of ways – It is significantly expensive: the cost pressures/budget

impact of these new positions must affect the availability of funding for volunteer investment (equipment, training, appliances and fire station replacement, upgrades and maintenance), support and development initiatives; and, impact on the availability of relatively scarce training resources and facilities.

CFA are yet to provide an operational assessment or needs analysis that justifies the appointment of 342 new career firefighters as agreed in Clause 27.4 of the 2010 EBA despite repeated requests by VFBV since the commitment was first made known (and in fact repeated requests for transparent, needs based brigade support planning, in consultation with brigades and based on the full suite of support options, including other than paid firefighters, well prior to the 2010 EBA negotiations).

VFBV's right to such information and consultation on the issue is guaranteed by the CFA Volunteer Charter which now has the force of law under recent amendments to the CFA Act. But still no information is available since the deal was done with UFU last August

As far as we know there is no genuine needs analysis that drove the deal; it was simply a political/IR fix to placate the UFU.

To us, the ramifications of this deal and the manner it was negotiated are:

- Deterioration in trust by many volunteers toward the leadership of CFA who are held responsible for this illegitimate deal, its secretive conduct and, the failure to abide by the consultation provisions of the CFA Volunteer Charter;
- A massive and ongoing financial impost on the CFA budget to meet the costs of these new appointments including wage and on costs, additional training costs, equipment and infrastructure costs including fire station construction and refurbishment costs to accommodate the additional staff;
- Consequent reduction in funding available for volunteer priorities to meet service requirements;
- Diversion of CFA training staff resources and use of facilities to the heavy training program required by the deal;
- Consequent reduction in training resources and access to training facilities for volunteers;

- More career staff to crew fire appliances in place of volunteers and crowding some brigade volunteers out of their response role because CFA will have to find some way of using the additional staff.
- No advantage for flexible deployment of staff because of new Day Staffing provisions in the EBA and the requirement that new staff deployment be incorporated in Schedule 1 of the EBA thereby creating higher minimum shift staffing levels for each relevant brigade which have to be filled by CFA (using new staff); and,
- Inescapable pressure for appliance based crewing to the exclusion of volunteers

As one volunteer described it, CFA are paying newly trained career staff to replace trained and often very experienced unpaid volunteers!

3.4.4 Specific Recommendations on new career staffing:

If these clauses of the 2010 EBA are to apply, VFBV recommend the following steps be taken as a minimum:

- The processes and governance arrangements and influences that led to this clause being included in the EBA need to be assessed and analysed to ensure that future arrangements do not allow industrial interference or arbitrary influences to determine the chief officers operational resource planning priorities.
- CFA Board should implement an appropriate and transparent system of checks and balances to ensure that industrially driven resource decisions (such as major commitments to additional staff) comply with genuine CFA service priorities as determined by the CFA Chief Officer in accordance with:
 - CFAs statutory responsibilities;
 - Consultative obligations; and
 - The principle of achieving best value for money
- The current Staffing Dispute Panel process should be terminated and future policy must disallow any arrangements, other than that provided for in the CFA Act and legitimate consultative (not determinative) arrangements, from being used to make decisions including operational resource allocation; commitment of CFA (public funds) or setting of CFA service delivery or resourcing standards.
- Any future deployment of the 342 additional fire fighter positions should not occur without prior consultation with volunteer brigades and VFBV in accordance with the principals and obligations set down in the Volunteer Charter. Deployment must not

occur until all other options for maintaining and strengthening volunteer and community capability in accordance with the CFA Human Resource Planning Principles (the 'brigade support continuum') have applied and found to be unsuccessful.

- Prior to the deployment of the 342 additional positions CFA needs to achieve the capacity, through whatever industrial negotiations are required, to deploy the resources in such a way as to get best value for money and most appropriate support depending on local situation. This includes an ability to deploy resources on a day time (week day or seven day week), seasonal or temporary basis. CFA must have the capacity to deploy the resources targeted to the specific needs of the brigade in accordance with the CFA Human Resource Planning Principles for Brigades ('the continuum of support).
- All paid staff of CFA not only have an operational or technical or an administrative function to perform they also must perform a parallel function of developing volunteer capability and supporting the capability of volunteers to deliver CFA services. Before any of the 342 additional staff positions are deployed, CFA needs to ensure position descriptions , selection criteria, induction training, ongoing training, promotional and rewards criteria and workforce management arrangements of these new staff are conducive to the delivery of CFA's responsibility under the CFA Act with regard to maintaining, encouraging and strengthening the capacity of volunteers to deliver its services.

4. Industrial arrangements which block volunteers from being employed in roles that they are qualified and experienced to do:

Industrial barriers to the appointment of qualified and experienced CFA volunteers and external qualified applicants to any paid staff positions, at all levels of CFA, is opposed by VFBV. It is our view that current appointment arrangements to these positions unacceptably discriminate against qualified and experienced applicants who do not come from the ranks of career firefighters/station officers.

Current industrial barriers to such lateral employment found in the 2010 EBA are:

Clause 28 - SECONDMENT AND LATERAL ENTRY – CAREER FIREFIGHTERS/ OFFICERS

Secondment and lateral entry opportunities are limited to the ranks of Leading Firefighter, Station Officer and above. Applications for such positions can only be

received from and positions may only be filled by “*an operational employee of a recognised fire service*”. A recognised fire service is a fire service of a government of Australia or New Zealand only. Regardless of experience, competency and qualification a volunteer is prevented from even making an application let alone securing lateral appointment to an operational staff position.

Clauses - 67.2 / 67.3 / 67.4 - ENTRY TO OPERATIONAL STREAM OF FIREFIGHTING

Clause 67.2 makes clear that the only entry to the operational stream of firefighting is through the CFA recruit course. Clause 67.3 provides for a limited exemption to the requirements of clause 67.2 allowing for limited secondment from the MFESB. Clause 67.4 preserves time in rank requirements before a firefighter is eligible for assessment for and promotion to the next rank. VFBV believes that lateral entry to positions should be available for experienced, skilled and qualified volunteers and that this would assist in the development of a culture more appropriate to a volunteer based fire and emergency service.

Clause 99.6.2 - PROVIDES FOR RECRUITMENT AND SELECTION OF CFA TRAINING INSTRUCTORS

This clause restricts access to appointments to structural and Fiskville instructor positions to career firefighters with a minimum of 5 years service as a paid career firefighter employed by CFA or a CFA-UFU recognised government fire service. In the case of wildfire instructors they must be drawn from career firefighter ranks or be assessed as having similar assessed experience through a lengthy RPL process at the end of which a UFU delegate must agree, or as agreed by UFU and CFA on an applicant by applicant basis. These industrial barriers serve to prevent the appointment of experienced and qualified volunteers to CFA Training Instructor positions and are a cause of unfilled Training Instructor positions in CFA.

Clause 122 - LATERAL ENTRY FOR OPERATIONS OFFICERS

Clause 122 sets out the threshold requirement for lateral entry:

- It must be demonstrated that no suitably qualified internal applicant exists, that is, an applicant from within the firefighter/officer stream who holds all Station Officer competencies and the competencies of the underpinning ranks (as per clause 120.1) and be able to demonstrate/validate their proficiency for Level 1 Operations Officer competencies (clause 120.2);

Where this is demonstrated by unsuccessfully advertising the position on two occasions CFA may fill the vacancy by either:

- Clause 122.1 an internal appointment of someone who doesn't meet all the requirements of the Operations Officer competency framework as set out in Schedule 12 of the EBA; or,
- Clause 122.2 lateral appointment of an external applicant in accordance with the outcomes of consultation and if not resolved, by determination of Fair Work Australia of a competency based lateral entry process (which will only apply for the life of the EBA)

The steps required for an applicant from the non-firefighter stream to gain lateral entry to an Operations Officer position make it unlikely that a CFA Operations Officer position could be filled by lateral entry.

29.2 - ROSTERING

Under this clause there is a prohibition on part time or casual employment for Operational Staff positions.

In a decentralised organisation like CFA there are benefits to being able to employ local staff for positions like Training Instructor based on part time or casual work which may be the most effective and efficient way of providing training and assessment for volunteers at some brigades.

Flexible employment arrangements may be attractive to suitably qualified people and as a result attract applicants for positions such as training instructor where they are looking to match lifestyle or family requirements with other than full time work. Flexible arrangements could be attractive to existing firefighters who are parents of young children or have emerging personal commitments that impact full time work (at least for a time). Such opportunities may be particularly

attractive for firefighters who have left the job through retirement or experienced volunteers with other part time interests, including those who have retired early under state superannuation arrangements from education and training positions. Such flexible employment arrangements can be mutually beneficial; good for the part time instructors' commitments and good for CFA in the provision of instructors at volunteer friendly times.

Certainly, we do not believe positions should be arbitrarily made part time or casual but with changing lifestyles and work patterns the current prohibition seems rigid and inflexible in arriving at employment arrangements that are mutually beneficial to CFA obtaining appointees for skilled vacancies, meeting the needs of volunteers and satisfying the employment requirements of people with required skills.

VFBV believe that appointments to all CFA positions should be made on merit based on appropriate qualifications/competencies and relevant experience, a demonstrated understanding of and commitment to CFA as a volunteer based organisation and relevant experience of CFA volunteerism. We believe it would be of benefit to CFA in if it assisted interested volunteers to undertake required training and provided suitable opportunities to gain related experience for to meet selection criteria for appointment to operational staff positions within CFA.

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

5. Industrial arrangements which fail to recognise volunteer capacity and a fully integrated approach to delivering CFA services:

Notwithstanding the points made above regarding the impact of deploying paid firefighters, premature to need, there are several other specific arrangements in the 2010 Operational Staff EBA that fail to utilise and recognise volunteer capacity in a fully integrated manner. These are as follows:

Clause 71 - COMMUNITY EDUCATION

The history of this clause parallels that of the CSF / BASO arrangements described above. The community education functions of CSFs was spun off into the new classification 'Community Education Firefighter/Fire Officer' in the 2000 EBA with former CSFs who elected to train and qualify as firefighters transitioning from CSFs to the new classification.

There are two concerning aspects to this clause – under its terms CFA's work of community education appears exclusively the preserve of career firefighters/fire officers (no other paid staff) and only when such staff are unavailable the task is to be performed by volunteer operational staff – volunteer firefighters and officers.

If applied, this clause relegates volunteers to the role of backup rather than providers of equal standing to paid career staff. This is hardly in keeping with the CFA being a volunteer based fire and emergency service and seems inconsistent with the principles of the findings and recommendations of the Bushfire Royal Commission.

The Victorian Bushfire Royal Commission concluded that the provision of community education and information on fire was a primary task of the CFA. In one form or another, local volunteer brigades have been providing such services for generations. It is an important role for volunteer brigades and non-operational volunteers. It is a role which is carried out by volunteers and non-operational classifications within CFA. In our view the current clause is both inappropriate, and with reference to the CFA Act, unlawful. The meaning and lawful effect of this clause, particularly in light of recent amendments to the CFA Act, needs to be formally clarified and action taken as required.

88 - EMERGENCY MEDICAL RESPONSE (EMR)

This clause regulates a trial of EMR at five integrated stations. It provides for agreements between the CFA and UFU on any extension of the trial, requirements including timelines for CFA to prepare reports, prepare and submit a business case to secure additional funding for the extension of EMR to locations within the CFA's area of responsibility as agreed between UFU and

CFA, the training course to be used for EMR training and limits on the number of EMR calls to be responded annually by CFA.

CFA has been trailing EMR at 5 volunteer brigades for almost 3 years. This successful pilot was in partnership with Ambulance Victoria, whom remains the primary agency, with CFA acting as the support agency to EMR events. The clause dealing with EMR also seeks to exclude Ambulance Victoria from these negotiations, and seeks to regulate what equipment, what training and what response arrangements are used for EMR events.

Under the Integrated Brigade pilot, both staff and volunteers will sit for the same assessment, and be awarded the same qualification for EMR response. For the first time however, volunteers holding the exact same qualification are excluded from being counted as part of a minimum manning requirement, and their inclusion as part of any integrated response is completely ignored. For example, under the agreement reached between CFA and the UFU, staff may only respond to an EMR event with a crew of 3 staff, 2 of which must hold an EMR competency. Should a volunteer be available, or happens to be at the station when an EMR call comes in – they cannot be counted as part of the responding crew. So if only 2 staff were on shift, they could not take an EMR qualified volunteer, and would thus be prevented from attending the EMR event altogether.

The costs associated with the mode of implementation and selected training arrangements and the overall implications to the integrated model for CFA are matters of interest to volunteers, yet they are excluded from having any influence over the pilot being undertaken at the integrated brigades.

Schedule 15 - WILDFIRE DUTIES

This schedule covers leadership arrangements for strike teams consisting both volunteers and career firefighters. It spells out interim guidelines for paid career firefighter deployment to wildfires covering the skills required by crew and skills/endorsement and rank for Crew Leaders, Strike Team Leaders, Sector Commanders and Division Commanders.

As an integrated workforce it is not exceptional for CFA strike teams to comprise a mix of paid career firefighters and volunteers. Strike Team Leaders are usually appropriately qualified volunteers but the schedule requires that if a Strike Team includes paid career firefighters that the Strike team must have career staff at strike team management level. There have been a number of reports that when career staff are part of the strike team local arrangements are that the Strike Team Leader must be a career staff member. We have also received frequent reports that career staff will only take direction from the career staff member operating at Strike Team management level (usually the deputy leader). There have been no alterations to the EBA requirements at this time that would support either of the above actions reported to us rather these appear to be the result of poor local management. These issues are not only a matter of how volunteers are utilised in CFA but raise the fundamental issue that deployment to such roles needs to be based on competence and experience not pay status and that all CFA members subordinate to a person appointed to such role must follow all lawful directions given by that person. As interim guidelines, the contents of schedule 15 are subject to review during the life of the 2010 EBA. The need to move beyond interim arrangements was raised with CFA during the two prior EBAs (2008 and 2002). Under the CFA Act as recently amended, it is stated that volunteers provide CFA services and employees support them in a fully integrated manner (Sections 6I and 6F of the CFA Act). In light of this, the lawful status of the requirements in Schedule 15 would seem to be questionable and require clarification and action accordingly.

BACKGROUND AND RECENT HISTORY OF CFA INDUSTRIAL ARRANGEMENTS AND THEIR EFFECT ON VOLUNTEERS

The 2007/2008 Operational Staff Agreement between CFA and the UFU and its companion Deed of Agreement, were both negotiated and concluded without consultation with VFBV despite a number of matters directly affecting volunteers. Both the actual clauses affecting volunteers in the agreements and the fact that CFA ignored the Volunteer Charter (applying since it was signed by the Premier, CFA Chairman and Volunteer Association representatives in December 2001) were matters of great concern amongst volunteers. These agreements included key arrangements that were inconsistent with and worked against the volunteer base of the CFA.

For volunteers one of the most alarming aspects of the 2008 industrial arrangements was the agreement to establish a Board of Reference/Disputes Panel which CFA and UFU agreed would have the power to actually determine the appointment, number, rank and shift arrangements of paid career staff at volunteer brigades without consulting volunteers and without regard to their views. This was exceedingly controversial and disturbing for volunteers. It was contrary to the requirement for consultation with VFBV representing volunteers on such matters and purported to override the power and responsibility of the CFA Chief Officer to determine career staffing for brigades based on his assessment of operational requirements, a process which included detailed consultation with relevant brigades. The consequential effect on volunteers from the diversion of financial and organisational resources to meet the costs of, and provide for the implementation of, the Panel's determinations was also a great concern to volunteers.

Other matters of concern from these 2008 arrangements as they affected volunteers included: brigade support; volunteer training; limits on the duties volunteers could undertake; and, opportunities to use their skills in paid employment with the CFA.

In October 2008, the Volunteer Charter was re-signed by the Victorian Government (Premier John Brumby and Minister Bob Cameron), CFA (Chairman Kerry Murphy) and VFBV (President Gary Lyttle) with the firm undertaking that the parties would abide by it into the future.

Around the same time the CFA and VFBV concluded a new policy approach on volunteer brigade support referred to as the 'Continuum of Brigade Support' and documented by CFA Chief Officer as CFA 'Operations Directorate Human Resource Planning Principles'. It is these principles under which CFA/Chief Officer determines, in conjunction with the relevant volunteer brigades, additional support for brigade. For example support might be required a brigade is challenged by a major escalation in call outs in their assignment area, usually associated with new urban growth areas; a drop off in their active or available membership (particularly during week days); a specific training or leadership development need; or a combination of factors. The approach requires the development and application of different flexible treatments as appropriate to the circumstances of the subject brigade.

Under this approach, if earlier treatments have proved unsuccessful, a further alternative may include the temporary deployment of a paid career firefighter(s) on day shift whilst the rebuilding of the brigade's volunteer capacity is underway (eg., recruitment and re-engagement of volunteers, expedited training for required skills, provision of equipment more appropriate to local risk, etc). Further, the approach aimed to ensure that it is only if the various treatments don't enable volunteers of the brigade to meet service needs that the CFA/Chief Officer, in conjunction with the brigade's volunteers, may determine to appoint ongoing day shift paid career firefighter(s) to work with and in support of the brigade's volunteers.

The continuum principles provide that it is only if and when these stages of treatment do not result in the brigade meeting its service requirements will the CFA/Chief Officer in conjunction with the brigade consider the appointment of 24 hour 10/14 shift firefighter(s), again to work with and in support the brigade's volunteers to build volunteer service delivery capacity.

This is a responsible, cost and service effective approach which aligns with the volunteer based nature of CFA and its statutory service obligations. Its development and adoption as CFA human resource planning principles for brigades was a highpoint in relations between the CFA and VFBV Boards.

Despite the CFA Chief Officer presenting this documented CFA approach to the Merryman Disputes Panel as the basis for CFA brigade capacity and capability planning to meet both current and future demand for services it appears to have been ignored.

And despite this approach being stated as the formal CFA approach for human resource planning for brigades, VFBV view is that there has been little determined effort to have this approach, and the principles it establishes, implemented across CFA. This concern has been raised directly with CFA Board and management on numerous occasions.

In 2009, the year following the re-signing of the Volunteer Charter and adoption of the continuum approach, the Disputes Panel, established under CFA-UFU industrial arrangements met to determine a UFU submission on paid staffing for 25 CFA brigades. The three member Panel was Chaired by ex-industrial commissioner R. Merriman and the other two positions were occupied by a representative of the UFU and a representative of the CFA Chief Officer. In April 2009, the Disputes Panel determined paid career staffing arrangements for 25 brigades. The decision on 10 of those brigades was by unanimous vote. The decision on 15 of those brigades was by majority vote with CFA opposing.

The decisions caused considerable anger amongst volunteers, particularly those affected by the decision and who had not been consulted in this process.

The decisions ignored both the requirements of the Volunteer Charter and the continuum approach. VFBV on behalf of its members immediately sought to have the continuum approach followed rather than accepting the outcomes of an industrial process on an operational matter which purported to usurp the CFA/Chief Officer's statutory power and responsibility for determining such matters. VFBV called into question the legality of the process and argued that under law such matters were the preserve of the CFA/Chief Officer under the CFA Act and could not be delegated to or undertaken by an external body. Further, VFBV noted that without disturbing the sole right of the CFA/Chief Officer to exercise power in accordance with relevant legal requirements, the CFA/Chief Officer had committed to consult with VFBV representing volunteers on such matters prior to their determination under the terms of the CFA Volunteer Charter and also to apply the continuum principles in a genuine endeavour to resolve brigade service provision issues in conjunction with the subject brigade's volunteers before any need for career staffing appointments were considered.

For the duration of 2009 and into the first half of 2010 there were no apparent moves by CFA to implement the Panel decisions.

The first public announcement regarding these positions was by the Victorian Government in late August 2010, when, in announcing their response to the recommendations of the Victorian Bushfire Royal Commission they included 342 new career firefighter positions for CFA which would enable the Panel's decisions to be implemented. Many volunteers observed that using the Royal Commission response as a pretext was deceptive since the Royal Commission had not recommended additional career firefighters for either CFA or MFESB. In fact, it had opined in its report about the huge surge capacity provided by CFA volunteers and the reserves of trained CFA volunteers that were ready for deployment if required but not needed on Black Saturday. Unbeknown to VFBV, CFA and UFU with the active support of the Victorian Government had signed a Deed of Agreement on 20 August that included 342 additional firefighter positions to be created over the next four years to enable the Merriman Panel's decisions to be implemented. This was subsequently included in the 2010 Operational Staff Agreement signed on 3rd September last year. VFBV only became aware of the Deed's nature and content when it became public through the media on 22 March this year.

It should be noted that in 2009 the CFA Board determined that the elimination of the Disputes Panel process and external interference with staffing appointments was a priority outcome for their then pending negotiations on the 2010 industrial arrangements. VFBV were informed that the CFA Board was determined to remove industrial interference in staffing.

With the expiration of the 2008 EBA with its replacement by the 2010 EBA, both the EBA clauses that provided for the steps leading up to the Disputes Panel, and the Deed of Agreement that established and empowered to the Disputes Panel on career staffing were to have expired. When the two Deeds of Agreement of 20 August 2010 between CFA and UFU became public it was discovered that the Disputes Panel on career staffing and the enabling clauses in the 2008 EBA clauses had been given fresh life in virtual perpetuity. This came as a shock to volunteers and is still unfinished business.

When confronted with these facts a number of CFA Board members expressed surprise and denied any knowledge of the arrangements. This is clearly a matter of proper governance and trust that affects the relationship between VFBV/volunteers and the CFA Board.

Special Note: It is our firm view that the Disputes Panel process for determining career staff deployment to CFA brigades is contrary to law. We do not believe that CFA can contract out the statutory powers reserved to the Chief Officer to an external body so that such external body can determine such operational matters as brigade staffing. Further, the CFA is now bound by the provisions and requirements of the Volunteer Charter by recent amendment to the CFA Act, which in our view would also render the Disputes Panel processes unlawful.

2010 INDUSTRIAL ARRANGEMENTS

In February last year, VFBV wrote to the CFA, the Minister for Police and Emergency Services and the Premier of Victoria under the consultative guarantees of the Volunteer Charter to make known our concerns that matters affecting volunteers in the then current industrial arrangements should be addressed through negotiations for new industrial arrangements to be concluded in a 2010 Enterprise Agreement. *(A copy of the letter dated 22 February 2010 to the CFA Chairman and CEO is attached as Attachment 1.)*

VFBV undertook this action in response to growing member concern and representations that they would be again disadvantaged by CFA's industrial negotiations with UFU.

This letter made clear that VFBV did not seek to in any manner interfere in the lawful negotiations between CFA and any union on matters pertaining to the employee-employer relationship under the relevant industrial relations legislation where such matters did not impinge on legitimate volunteer interests.

We submitted 12 points for the CFA's consideration and sought discussions on these points and related matters. The first of the 12 points made clear our intent. We asked for the inclusion of the following or similar words in any agreement reached with the UFU to prevent industrial interference with CFA volunteers:

'Nothing in this agreement will limit or prevent in anyway whatsoever the recruitment, training, deployment, utilisation and activities of CFA Volunteers and other emergency volunteers by the CFA in meeting its statutory duties and obligations.'

The second point of our letter was to make clear in the industrial instrument and all who would interpret it, that staff covered by the Agreement were working in a volunteer based service and that an important part of their role was to help maintain and grow CFA volunteer and therefore community capacity to plan, prepare, respond and recover from fire and other emergencies. The point said:

In the Objectives clause of agreement add the following words to the first sentence: *'including the maintenance and growth of CFA volunteer and general*

community capacity to plan, prepare, respond and recover from fire and other emergencies.

At that stage the import of proposed wording by the union of an objectives clause was limited to paid staff delivering CFA services to the community. We didn't believe that was appropriate for a CFA industrial agreement and if adopted would only serve those who had little or no regard for the core role of volunteers in the CFA and the ability to effectively deliver CFA service to the community.

Despite repeated requests to both the CFA and Victorian Government these matters were not pursued in CFA's negotiations with UFU. The then Victorian Government did not respond to our letters and phone representations requesting a meeting on these matters. CFA held one meeting with VFBV on this matter in July 2010 but at the meeting CFA advised they were not able to discuss details with us because of the status of their negotiations with the UFU.

As the year progressed, our concerns were heightened by reports we heard via UFU members and the non-responsiveness of CFA to our requests to discuss our matters of concern.

It seemed disturbingly apparent that the industrial arrangements being negotiated were not addressing volunteer concerns. When we were provided with a copy of what we were told was the final draft 2010 EBA in early September 2010 our concerns were confirmed.

We reported to members accordingly with a detailed breakdown and analysis of the agreement against the 12 issues we had submitted to the CFA and Victorian Government in our February letters. *(A copy of this report of 9 September 2010 is attached as Attachment 2)*

In response to our report to members, there was a combination of disappointment and widespread anger amongst volunteers and this was reflected in local media across the state.

In October 2010, VFBV was provided with a copy of the final 2010 Operational Staff Enterprise Agreement (2010 EBA) which had been signed by CFA and UFU

representatives on 3 September 2010. It was approved by Fair Work Australia in Brisbane on 21 October 2010.

The final document included additional clauses compared to the final draft on the recruitment, training and deployment of 342 additional paid career fighters. The agreement requires that CFA will deploy all of the qualified recruit firefighters following consultation in accordance with the recommendations of the Board of Reference (sic) ie, the Merriman Disputes Panel. The additional clauses also have the effect of making positions thus created by the appointment of staff in accordance with the recommendations of the Panel permanent positions in perpetuity.

Arising from our concerns about the effects of various clauses of the 2010 EBA on volunteers we asked for a copy of the CFA's impact analysis on the effects the 2010 EBA would have on CFA operations in general and volunteers in particular. We were assured by the office of the Emergency Services Minister that such analysis had been prepared by CFA. We were also aware that CFA managers had received a questionnaire upon which to report on the implications of the 2010 EBA for their areas of responsibility.

We also requested a copy of the new Deed of Agreement we were advised had been negotiated with the UFU as a companion agreement to the 2010 EBA. Based on our experience of previous industrial arrangements we wanted to ascertain what effect the new Deed might have on volunteers.

Despite repeated requests no such analysis has been provided. From information received it seems clear that there was no analysis of the effects of the new industrial arrangements under the 2010 EBA and the August 2010 Deeds of Agreement on the organisation and volunteers in particular before and since the agreements were signed.

Similarly, neither CFA nor the then Minister's office would provide a copy of the new Deed of Agreement which we presumed would replace the 2007 Deed (which under its terms expired with the 2008 EBA). In fact, there was no official confirmation of when the new Deed had been signed.

Anger amongst volunteers significantly escalated when the details of the signed 2010 EBA became public, culminating in the calling of a special VFBV State Council and brigade delegates meeting for Saturday, 13 November to consider latest reports and a

program of action to defend the rights of CFA volunteers and the operation of CFA volunteerism.

Concurrently negotiations were conducted by VFBV with representatives of the Brumby Government and the Opposition parties led by Ted Baillieu and Peter Ryan to deal with this situation and related matters affecting CFA volunteers. Both the Government and the Opposition agreed to a package of measures that addressed volunteer concerns.

The Opposition's package included a commitment *"to establish an independent inquiry into the impact of CFA volunteers of past and present industrial agreements between the United Firefighters Union (UFU) and the Country Fire Authority (CFA). At the conclusion of the inquiry develop, in conjunction with VFBV, an action plan to mitigate the impacts of CFA/UFU industrial agreements"*.

After many months of requests the CFA's Deed of Agreement arrangements finally emerged in late march this year through the media. In a secret arrangement, CFA had in fact concluded and signed two Deeds of Agreement with UFU on 20 August 2010 which contained matters affecting volunteers. One of those Deeds provided for the continuation of the 2007 Deed of Agreement as amended and the consequential re-enlivening of several 2008 EBA clauses not included in the 2010 EBA of direct consequence to CFA volunteers. The 2007 Consolidated Deed as it is now entitled, incorporates an amended termination clause such that the Deed continues in perpetuity unless there is an agreement to terminate by both parties. Two of the effects of these August 2010 Deeds is (1) the restoration of the Disputes Panel and related clauses in the 2008 EBA for determining paid career staff for volunteer brigades and (2) giving the UFU a pivotal role in the regulation of Brigade Administrative Support for volunteer brigades. These both negatively impact on volunteers and CFA service delivery.

In respect to the continuation of the Disputes Panel process, (and as noted above in the previous section of this submission) it appears that the CFA Board's avowed determination to eliminate this process as part of the industrial negotiations and the removal of industrial interference in staffing was abandoned. For volunteers, that abandonment of a critical priority by the CFA Board in approving the 2010 industrial arrangements was a tremendous disappointment and many volunteers believe that they had been deceived. *(An analysis of current CFA industrial arrangements as they affect volunteers is attached as Attachment 3)*

POSITIVE WORKFORCE ARRANGEMENTS FOR CFA PAID STAFF AND VOLUNTEERS

VFBV believes that positive workforce arrangements that benefit paid staff and volunteers alike are fundamental to the effective and efficient operation of CFA

Recognising and Rewarding Paid Staff

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

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

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

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

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

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

Role clarity

Workforce arrangements must make clear the role and organisational expectation of each member of the workforce to avoid disharmony, disputes and conflict within the organisation and thereby affect its efficiency and effectiveness. Such role clarity starts with position descriptions and leadership/management by supervisors consistent with their content.

Management

Within the workforce arrangements there must be proactive and supportive management (both paid and volunteer) with the authority, training, skills and experience to quickly and effectively negotiate and resolve disagreements in the workplace before they fester and become divisive.

CFA organisational arrangements must ensure that selection for such management roles places a premium on personal attributes and acquired skills and/or experience in people management as well as an understanding of volunteer arrangements in addition to any technical or operational skill competencies.

To ensure the organisation's capacity to meet its future leadership and management needs it is important that there is sufficient priority placed on making available and promoting leadership/management development training supported by a mentoring program for employees and volunteers. The transferable skills attained through such training are both beneficial for both individuals and the organisation.

The opportunity for paid staff to participate in such training and development can also be used to recognise and reward staff for their effort and commitment. Joint participation in such courses by both paid and volunteer members of the CFA workforce will also help build linkages and relationships which will help support the integrated model into the future. CFA's greatest asset is its people, volunteer and paid alike. While operational and technical training is a vital priority, and, as the Inquiry will have noted, a priority in need of more resourcing and better arrangements, training for the leadership and management of its workforce assets is also a priority.

Integrated workforce

The CFA integrated workforce model of volunteers supported by skilled and dedicated paid staff, including frontline staff who work with and in support of volunteers, is one of CFA's great strengths when it is done properly.

It is a matter of regret that the arrangements for the provision of integrated staff support to volunteers at brigades where such support is required has all too frequently been undermined by poor process management, usually accompanied by a lack of clarity that the role of paid staff deployed to brigades is to support and build volunteer capacity as well as work with volunteers in the delivery of CFA services rather than replacing volunteers.

VFBV believe that if the appointment of career staff to a brigade where they are genuinely needed for operational reasons can be successful and rewarding for all members of the brigade provided:

- the decision to appoint a career firefighter(s) was the result of a genuine application of the 'continuum of support' Human Resource Planning Principles, which includes detailed discussion and formal consultation with the brigade's volunteers;
- it is coupled with role clarity for incoming staff - they are deployed to the brigade to support and build volunteer capacity as well as supplement (not replace) volunteers in the delivery of CFA services rather than replacing volunteers; and,
- the new integrated brigade is based on a mutually supportive and equal partnership between volunteers and paid staff.

This is the recipe for success and the process and ongoing arrangements need to be pro-actively managed accordingly.

In an Integrated Workforce Leaders can be Volunteers and Paid Staff

In an integrated workforce those who are appointed to positions of leadership and authority, (eg. in incident management teams, as incident controllers, division and sector commanders and strike team leaders) whether they are from volunteer or paid staff must be respected in such positions and their authority accepted by all subordinate members of their team, based on their competence to do the job and regardless of whether they are volunteers or career staff and regardless of rank.

Appointment to such positions of authority must not be determined by whether or not a potential appointee is a paid staff member. Such appointments have to be on the basis of qualification, experience and relevant knowledge. VFBV finds it necessary to make these points because we are aware (including via evidence to the Victorian Bushfire Royal Commission) of appropriately qualified, experienced and available volunteers being passed over for appointment with preference given to a paid staff members with lesser experience and knowledge or who are not conveniently located in proximity to an incident.

When you wear the CFA uniform your payment status must be irrelevant to deployment. Only qualifications, skills, knowledge, experience and availability are relevant.

Industrial arrangements which regulate pay, terms of employment and conditions of paid staff are a fundamental part of workplace arrangements. Their negotiation, determination and the management of their implementation all significantly impact and determine features of workforce arrangements.

As noted elsewhere in this submission, industrial agreements and arrangements should be consistent with operating requirements of the organisation. Detailed history, analysis and impacts of Operational Staff industrial arrangements are canvassed in various sections of this submission and it is not intended to go into the details of these matters in this section.

We also raise in this section the need for CFA to be cognisant of the impact of proposed industrial arrangements before agreements are finalised and their role of representing volunteer interests in industrial negotiations both at the bargaining table and in the public arena.

Industrial negotiations, Arrangements and Enterprise (Bargaining) Agreements

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

As a matter of good management we can't understand how agreements can be struck without an impact analysis of the consequences for the organisation, and in the case of CFA on volunteers who make up around 98% of its workforce. We contend that such

impact analysis must be part of all future CFA industrial negotiations to inform those managing the negotiations as well as the CFA Board which is responsible for final decision making on agreements. Such impact analysis where relevant should also be part of the consultation with VFBV on any aspect of the proposed agreement which may affect volunteers.

As noted earlier in this submission, EBAs and other agreements by CFA have all too often incorporated features that work against volunteers.

Repeatedly we hear that EBA arrangements are legally binding and therefore cannot be changed. At the same time the CFA variously imply the unlawfulness of some aspects of the EBA or agreement, particularly as they relate to overriding the statutory power and responsibility of the Chief Officer and the Authority. Our desire is firstly for such questions to be tested, answered and resolved.

If there are unlawful elements in arrangements they should be addressed.

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

If there are aspects of the arrangements that are open to conflicting interpretation, then let there be clarity at an early stage, making sure that they are consistent with CFA's statutory obligations, and vary any agreement accordingly

Such actions will go some way to removing sources for potential conflict and disruption to the efficient and effective operation of CFA.

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

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

Throughout the period of negotiation leading to the 2010 Operational Staff Agreement the UFU to its credit kept its members informed of progress of negotiation by bulletins and meetings after having consulted their membership on the aims and direction of the negotiation at the outset. Since volunteers and non-UFU members saw CFA as “representing” them in these negotiations, VFBV repeatedly asked CFA to keep volunteers and non UFU staff informed of management’s objectives and the broad progress of negotiations, particularly where there were conflicting views on matters of significance to the organisation. Disappointingly, CFA took no such action. It was left to VFBV to uncover and distribute relevant information as it could and take up the public fight on key issues in response to UFU’s negotiation media strategy. During potentially difficult negotiations we believe it is important for CFA to provide public leadership through regular authoritative non-provocative advice both inside the organisation to keep members informed and in the public domain as required to keep the record straight.

Having said this, we believe it is important to volunteers that all of the paid staff who work with them in CFA, particularly front line workers with a responsibility and special role to support and work with volunteers to maintain, encourage and strengthen the capacity of volunteers to deliver CFA services, should benefit from industrial arrangements which recognise and reward for their skill, dedication and performance in this special role.

THE FUTURE - LEADERSHIP AND HUMAN RESOURCE MANAGEMENT IN CFA IS KEY

For CFA to be successful as a volunteer based fire and emergency service for the people of Victoria one of the principal internal improvements to be considered is in Leadership and Human Resource Management (LHRM) across the organisation.

CFA LHRM arrangements, including:

- Leadership, Management by example and organisational culture;
- Consultative and Engagement arrangements for volunteers and paid staff;
- Industrial/Employee Relations arrangements;
- Training arrangements;
- Support arrangements for volunteers and their brigades;
- Staff and management selection requirements and appointments;
- Staff orientation, information and communication;
- Workforce management;
- Role clarity, particularly for frontline staff working with volunteers (starting with position descriptions);
- Provision of workforce counselling, welfare and advisory services;

must be aligned to the predominantly volunteer nature and consequential requirements of the organisation if its volunteer based workforce is to operate efficiently and effectively in satisfaction of the organisation's service delivery task.

Accordingly, VFBV believes that statewide CFA LHRM arrangements should be the subject of positive change to better align them to best fit the nature and requirements of CFA as a volunteer based organisation and meet the needs of its volunteers to maintain and build their capacity.

Such change must include:

- Leadership and management proactively promoting and reinforcing by their words, actions and requirements an organisational culture that is pro-volunteer and generates organisation wide pride in, respect for and commitment to supporting and enabling its volunteers and paid staff;

- Effective organisational engagement of volunteers including consultative arrangements and organisational policy/practice standards to best utilise their time/effort; and similarly, direct organisational engagement of paid staff outside the hothouse of industrial maneuver, must also be part of these arrangements;
- IR/ER arrangements that reflect the nature and requirements of the CFA as a volunteer based organisation and the role and needs of volunteers;
- Training and personal development arrangements that encourage participation and facilitate the development and acquisition of operational, organisation and leadership skills and competencies by volunteers consistent with the role and duties which they may perform in the CFA; to achieve these aims they must be convenient for volunteers by time, location and mode of delivery, supported by sufficient resources to meet genuine training needs, and training content must be relevant to volunteer practical requirements; and, ensure proactive assistance to interested volunteers to meet competency and qualification requirements for selection as employees of CFA;
- Support for volunteers and their brigades which enable the maximised utilisation of the CFA volunteer asset to provide fire and emergency services to the people of Victoria. Such support determined by volunteer and brigade need and neither restricted or encumbered by industrial arrangements.
- Unrestricted lateral entry to CFA employment in all roles, and opportunity for promotion thereafter, based on competency and merit including an understanding and commitment to CFA as a volunteer based organisation, which will assist in the maintenance and reinforcement of a supportive pro-volunteer management and paid workforce culture;
- That a demonstrated understanding of CFA as a volunteer based organisation and a commitment to support CFA volunteers and assist in building volunteer capacity to deliver CFA services is made part of the selection criteria for managers, supervisors and all operational staff positions with CFA.

- Inclusion in all CFA internal communication, orientation, training and development courses a tone and/or component reinforcing awareness that CFA is a volunteer based organisation and there is a requirement for all members of the workforce to support and promote the maintenance and development of volunteer capacity to deliver CFA services to the community;
- Incorporation in all CFA staff position descriptions that one of the key objectives of CFA staff is to support CFA volunteers and help build volunteer capacity to deliver CFA services and that this be appropriately reinforced in the position descriptions of managers, supervisors and all operational staff positions by the inclusion of related requirements under 'key result areas' and that management, supervision, promotion and reward reflect performance against such requirements; and,
- Workforce and career counseling, welfare and advisory services provided by CFA should be easily accessible via telecommunications and field services to volunteer and career workforce members throughout the state.

Recommendations:

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That changes be made to CFA LHRM arrangements to incorporate:

- **Leadership and Management by example - active promotion and reinforcement of an organisational culture that is pro-volunteer and expresses pride in, respect for and commitment to its volunteers:**
 - Pro-active leadership by the CFA Board and management in the re-establishment and promotion of a 'volunteer can do' organisational culture that celebrates and supports the attributes of the CFA volunteer based integrated model and its community based capacity to provide CFA services to the people of Victoria; that drives every member of CFA to actively support and contribute to the maintenance and growth of CFA volunteer capacity to deliver CFA services; and, accepts that there is no limit to the roles that trained CFA volunteers can undertake within the CFA;

▪ **Consultative and Organisational engagement of volunteers & best use of their time/effort:**

- Based on the legislative requirements of the CFA Act including the CFA Volunteer Charter and good organisational management principles, develop, implement and systematically superintend an organisation wide policy and framework that:
 - provides for structured consultative and information arrangements for brigades and volunteers which reinforces the role and function of the brigade and group volunteer leadership;
 - provides for easy communication by volunteers and speedy replies to queries raised by volunteers and their representatives (with target time standards); and,
 - provides ready online access to information on the CFA and matters relevant to the role of volunteers;
- Promote organisation wide awareness and understanding on the importance of active and productive organisational engagement of volunteers and making sure that their available time is productively utilised consistent with organisational objectives;
- Develop and monitor a fair and expeditious workforce disputes resolution framework for use throughout CFA;
- As part of this framework develop and institute a complaints handling and monitoring system to assist volunteers and local management to speedily resolve disputes over matters such as delays in provision of training, equipment, reimbursements, application of policies and procedures and responses to requests and queries;
- Minimise delays in processing volunteer applications (new members and training) and provision of training and equipment necessary for volunteers to become active operational members if that is their chosen path (establish target time standards);
- Work with the Chief Officer and his delegates to address time wasting associated with undue delays on staging grounds and unnecessary call-outs, eg. false alarms (minimise these by CFA pro-actively working with protected sites); and,

- Remove repetitive modules/components of successive training courses.
- **IR/ER arrangements that reflect the nature of the organisation and the role of volunteers:**
 - Negotiate and secure IR/ER arrangements which:
 - are transparent and made public for a reasonable period prior to finalisation
 - does not in any way seek to limit, prescribe or influence in anyway consultation, discussion, negotiation or agreements between CFA and CFA volunteers/VFBV;
 - make clear that the agreement does not limit or impede or in any other way affect CFA volunteers in the performance of their duties and activities within CFA;
 - make clear that a primary role of paid staff in CFA is to support the maintenance and growth of CFA volunteer capacity and support & supplement volunteers in the provision of CFA services as required to benefit the community;
 - incorporate this last point in all position descriptions (PDs) of CFA paid staff as a key objective and establish it as an accountability (key result area) in management and operational staff PDs;
 - add to the selection criteria for all CFA managers and operations supervisors including OICs of integrated brigades and Operations Officers, a selection requirement that states - *'An understanding of and experience in CFA volunteerism or similar and proven performance in working with volunteers'*;
 - contain no barriers to volunteers undertaking any role or function as volunteers, including command roles with relevant authority over all CFA members under their charge, and for which they are trained to a standard determined and approved by CFA Chief Officer, as would apply to paid staff without distinction;

- remove any barriers to lateral entry employment of volunteers by CFA in any role they are reasonably judged competent to fill by CFA;
 - does not regulate or impede brigade career staffing arrangements being determined by the CFA Chief Officer based on service need and in consultation with the relevant brigade;
 - does not control or in any way interfere with the provision of non-operational support for volunteer brigades including as determined volunteers;
 - does not regulate the provision of uniforms, equipment, appliances and infrastructure to the detriment of volunteers or allow for public differentiation between career staff and volunteers who jointly comprise the CFA workforce;
 - is inconsistent with the provision of ready support and training of volunteers including the provision of externally sourced paid sessional trainers and assessors by CFA for volunteer and all CFA training;
- **Training and personal development arrangements to encourage and facilitate the skill acquisition of volunteers consistent with the volunteer based nature of the organisation:**
 - Provide budget funding based on efficient and effective delivery of training to meet volunteer, brigade and paid staff need for the provision of services;
 - To be efficient and effective, training delivery must be readily accessible by volunteers as to timing, location and mode that reasonably best suits them;
 - A focus on increasing the number of volunteer instructors and assessors accredited for all levels of course delivery and assessment and it be statewide policy that volunteers so accredited be used for volunteer training and assessment as appropriate to ensure that volunteer training needs are met;

- Volunteer PAD operators be trained, accredited and authorised to operate Fire Training Grounds (FTGs) for volunteer hot fire training when staff PAD operators are not available;
- No training course should be cancelled because of the non-availability of staff or volunteer instructors where an external accredited sessional trainer is available;
- Content of training for volunteers should relate to the practical roles they may perform;
- Training available to all brigade members so desirous must include minimum skills and first aid training and that such training be speedily provided upon request;
- Upon request by a brigade for a member to receive minimum skills training, that member will be provided with appropriate PPC for the duration of training and upon successful completion shall be provided with permanent issue;
- Provision of training for brigade volunteers beyond minimum skills and first aid have regard to actual local brigade requirements as reasonably determined by the brigade captain;
- Remove repetitive modules/components of successive training courses that add nothing to the course and are, in repetition a waste of time;
- Qualifications/competencies contained in staff industrial agreements related to pay increments shall not be applied to establish unnecessarily high competency standards which act as an artificial barrier to volunteers achieving the practical competencies necessary for a relevant qualification or accreditation; and,
- Pre-training documentation should be made available for all potential participants for a training course.
- Allow CFA IT systems to talk to each one another so that current competencies can be recorded

▪ **Support for volunteers and their brigade:**

- At a personal level :
 - Ensure volunteers continue to be protected from legal and financial liability;

- minimise personal expenses incurred as an active volunteer;
 - provide for personal development and skills acquisition that is beneficial within and outside CFA;
 - make available counselling, welfare and advisory services; and,
- At brigade level
 - ensure that operational and non-operational staff can be deployed on the basis of temporary, seasonal or ongoing brigade needs and that there is no industrial arrangement that interferes with such deployments based solely on need consistent with the Continuum of brigade support policy;
 - institute an assurance system to monitor and interdict as necessary to ensure brigade needs are being met for operational support, administrative support, training, standard of responsiveness by local management to brigade concerns/issues, provision of community education & information support and supply of fit for purpose equipment, appliances & infrastructure.
- **Unrestricted lateral entry to CFA employment in all roles, and opportunity for promotion thereafter, based on competency and merit including an understanding and commitment to CFA as a volunteer based organisation and that such appointments and promotions reflect the diversity of the organisation. That in recognition of the unique role played by volunteer in the CFA that proactive assistance be provided to interested volunteers to meet qualifications requirements for selection to staff or operational positions in the CFA:**
 - Remove industrial barriers, requirements and external influence over appointments to CFA positions and replace with a CFA determined competency and merit based employment and promotion system equally open to internal and external applicants;
 - Have regard to CFA volunteer experience, a demonstrated understanding and commitment to CFA as a volunteer based organisation and such external qualifications/experience as are

judged to be relevant by CFA in the appointment process as part of a merit based selection criteria;

- Provide access for volunteers to relevant training, provide financial support to assist with relevant external courses of study and provide opportunities to build additional relevant experience to meet CFA qualification/competency requirements for employment in the relevant role;

▪ **General management and HRM arrangements to include:**

- All CFA internal communications, orientation, training and development courses, seminars, etc be developed and delivered in a manner so as to reinforce awareness and commitment to CFA as a volunteer based organisation and the requirement for all members of the workforce to support and promote the maintenance and development of community based volunteer capacity to deliver CFA services to the community;
- Incorporation in all CFA staff position descriptions that one of the key objects of CFA staff is to support CFA volunteers and help build volunteer capacity to deliver CFA services:
- Position descriptions for managers, supervisors and all operational staff positions include under 'key result areas' or equivalent a requirement of the relevant position to take all steps necessary to maintain and build volunteer capacity to deliver CFA services and specify relevant duties for the classification that accord with this requirement:
- Individual performance management arrangements for managers, supervisors and operational staff and their promotion and reward criteria should reflect assessment of performance against such and other relevant criteria

▪ **Statewide compliance with standardised core policies to support the maintenance and growth in CFA volunteer capacity to meet current and future CFA service obligations:**

- Review all key HRM policies and practices in the CFA and determine core organisation wide policies and practices consistent with or in support of the recommendations above;
 - Subject to variations designed to meet local requirements and circumstances that HRM policies and practices be standardised across the CFA; and,
 - Driver for all CFA HRM policies and practices must be the maintenance and development of CFA volunteer capacity and the successful engagement and utilisation of volunteers to maximise the efficiency and effectiveness of CFA as a volunteer based organisation to provide cost effective fire and emergency services to the people of Victoria.
- **Workforce and career counseling, welfare and advisory services provided by CFA should be made easily accessible via telecommunications and field services of sufficient scale to meet the needs of volunteer and career workforce members throughout the state.**

VFBV believes that, as provided for under the CFA Act (as amended) and because of the impact on volunteers who comprise around 98% of the CFA workforce, the development of LHRM in all of its elements under this model shall be in consultation with VFBV.

It is also essential that the reformed LHRM arrangements and their outcomes are pro-actively and meaningfully supported by the CFA Board and CFA management, in accordance with proper governance procedures and not in any manner undermined by side-deals or secret deals.

ATTACHMENTS

Attachment 1 VFBV letter of 22nd February 2010 to CFA submitting 12 points it wished to be addressed in negotiation on new industrial arrangements with UFU.

Attachment 2 VFBV assessment of the CFA / UFU 2010 Enterprise (Bargaining) Agreement against the 12 points raised in 22nd February letter.

Attachment 3 Summary of VFBV's analysis of the effects of CFA's industrial arrangements on volunteers

Attachment 1

VFBV letter of 22nd February 2010 to CFA submitting 12 points it wished to be addressed in negotiation on new industrial arrangements with UFU.

22 February 2010

Mr Kerry Murphy
Chairman
CFA Board

Mr Mick Bourke
CEO
CFA

Dear Mick

Re: CFA-UFU Operational Staff Agreement

VFBV remains committed to a volunteer based CFA organised on the current integrated model of Volunteers and paid staff.

We reiterate our very strong view that for this model to deliver the best outcomes for the people of Victoria there must be greater organisational priority and investment given to maintaining and building CFA Volunteer capacity across the state. This includes ensuring that there are no industrial barriers or restrictions to achieving this aim. We also believe that any relevant industrial agreements and paid staff position descriptions should recognise and acknowledge the community based volunteer nature and organisation of CFA.

We do not seek to in any manner to interfere in the lawful negotiations between CFA and any union on matters pertaining to the employee-employer relationship under the relevant industrial relations legislation where such matters do not impinge on legitimate volunteer interests.

In recent days there has been some discussion, lead by the UFU as I understand it, proposing to encompass matters relating to purported volunteer support in the EBA. This is of extreme concern to VFBV.

We wish to make the following submission regarding the CFA-UFU Operational Staff Agreement:

1. Scope of Agreement: Limit any inappropriate scope of agreement by including introductory clause: *‘Nothing in this agreement will limit or prevent in anyway whatsoever the recruitment, training, deployment, utilisation and activities of CFA Volunteers and other emergency volunteers by the CFA in meeting its statutory duties and obligations.’*
2. Objectives of Agreement: In the Objectives clause of agreement add the following words to the first sentence: *‘including the maintenance and growth of CFA volunteer and general community capacity to plan, prepare, respond and recover from fire and other emergencies.’*
3. Position Descriptions: That position descriptions attached to the Agreement be suitably amended so that the section detailing ‘Primary Purpose of Position’ incorporates the following or similar words: *‘Assist and support the maintenance and growth of CFA Volunteer and general community capacity to plan, prepare, respond and recover from fire and other emergencies’*. That ‘Key Result Areas’ of those position descriptions be amended by the insertion of the following words or similar: *‘Contribute to and support the growth of CFA volunteerism and ongoing development of CFA volunteer personnel for operational and organisational performance’*.
4. Remove any impediments to Volunteer Training and improve Volunteer access to training: Noting that the issues of timing and location are pertinent matters in the effective provision of volunteer training and the need for flexible training arrangements to meet volunteer needs and circumstances, remove any clauses or provisions which act as impediments to effectively meeting volunteer training requirements including limits on the use of appropriately qualified paid sessional instructors.
5. Enable lateral entry/secondment of suitably qualified candidates to any level of rank or role within CFA without industrial impediment: To maximise CFA effectiveness in and through local communities remove impediments to lateral entry/secondment for qualified volunteers and other qualified people into any level of rank or role within CFA for which the CFA determines they are competent; that relevant volunteer experience and qualifications and recognition of prior learning based on experience be part of any relevant CFA qualification assessment regarding lateral entry.
6. Remove any impediment or limit to the provision of support to volunteers by appropriately qualified or designated paid staff: Recognising that the classification of Brigade Administrative Support Officers (BASOs) was specifically created and funded to provide administrative and organisational support for volunteer brigades, that the classification and functioning of BASOs and any similar classification be removed from the Operational Staff Agreement. Further such Operational Staff Agreement should not hinder, limit or otherwise impact on the role and function of BASOs in the provision of administrative and organisational

support for volunteers. In addition to removing this matter from the operation of the subject Agreement, VFBV also submits that CFA explicitly undertake to ensure that the BASO classification is maintained and their number is expanded to enhance support for volunteers. Further, VFBV submits that CFA needs to consider deployment of other resources engaged specifically to proactively build community and volunteer capacity.

7. Selection and deployment of suitable vehicles and equipment within CFA be determined in a timely manner according to operational requirements determined by CFA management after proper consultation with relevant paid staff and volunteers. Any express or implied limits under the Agreement on the provision and suitable deployment of vehicles and equipment lawfully declared fit for use by CFA be removed. This should not in anyway negate requirements for timely and genuine consultation (but not veto) by CFA with volunteers and paid staff over operational and equipment issues including standards and deployment of such equipment. Real safety issues regarding vehicles and equipment should be strictly dealt with under relevant occupational health and safety laws and not under an industrial agreement.
8. Remove any limit or constraint on CFA's employment and use of appropriately qualified non firefighter community education and related support staff: Whilst noting the important role that all classifications of existing operations staff should play in community education and that the issues of timing and location are pertinent matters in the effective provision of community education, that there be no limit or constraint placed on CFA in the agreement as to the employment and deployment of community education and support officers to support and supplement volunteers carrying out community education functions as deemed necessary.
9. Consultation arrangements with paid staff not to include effective veto over change or unduly delay needed changes and initiatives: Whilst supporting the need for an effective and genuine consultation and dispute resolution system such a system must not incorporate an effective veto right nor unduly delay change and initiatives deemed necessary for CFA to meet its statutory obligations and support and utilise volunteers.
10. Definition of employment matters under the Agreement: Explicitly, the definition of employment matters in the Operational Staff Agreement must not enable, or purport to enable, any provisions of the Agreement to constrain or limit the statutory powers and obligations of the Chief Officer and the CFA. A statement in the Agreement making this clear would be appropriate. The Agreement should be limited to core employee entitlement issues such as salaries, wages, allowances, leave entitlements and promotional opportunities. It should not seek to impact on the operational management or organisation of the CFA specified by relevant Victorian legislation.

11. Chief Officer and CFA must not be constrained or limited in the performance of their statutory duties by industrial agreements: Remove any purported limitation or constraint on the Chief Officer and CFA carrying out their express or implied statutory duty to review and determine all brigade, appliance and fireground staffing levels and requirements to meet CFA community service and safety obligations including the redeployment of paid staff positions to other locations as may be required (subject to suitable transfer allowances and arrangements which are an employment matter).
12. New classification of dedicated day shift firefighters: Recognising that some brigades need temporary and flexible support from paid operations staff from time to time, e.g. seasonal, day shift weekdays, to deal with temporary volunteer availability or during periods of brigade rebuilding, that a day shift fire fighter classification be created to provide such flexible as required support to brigades.

These issues are important to CFA Volunteers because they directly affect our capacity to effectively and efficiently maintain and build community based CFA Volunteerism.

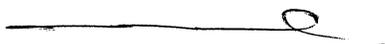
We also believe that the Judge Lewis report is relevant to many of these matters and request your earliest advice as to the progress of implementing the recommendations of that report.

Given the current impact of the existing EBA on matters affecting volunteers, and prospective affects that may arise from current discussions on matters relating to volunteers and volunteer support, any decisions on these issues requires consultation with VFBV in accordance with the terms of the Volunteer Charter.

I would be pleased to discuss these matters with you. If you have any queries do not hesitate to contact me.

We intend to raise these issues with Minister Cameron to ensure the Government is aware of our concerns and position on these matters. We would also appreciate if you could ensure the CFA Board understands the VFBV position.

Yours sincerely



Andrew Ford
CEO
Volunteer Fire Brigades Victoria

Attachment 2

VFBV assessment of the CFA / UFU 2010 Enterprise (Bargaining) Agreement against the 12 points submitted in 22nd February letter to CFA.

Detailed Assessment of the CFA / UFU Operational Staff Enterprise Agreement 2010 against the 12 issues submitted to CFA in February 2010.⁽¹⁾

In its first letter of 22nd February 2010 and subsequent correspondence to the Chairman and CEO on this matter, VFBV made the following over-arching points:

- VFBV remains committed to a volunteer based CFA organised on the current integrated model of Volunteers and paid staff.
- Reiterated VFBV's very strong view that for this model to deliver the best outcomes for the people of Victoria there must be greater organisational priority and investment given to maintaining and building CFA Volunteer capacity across the state.
- That this included ensuring that there are no industrial barriers or restrictions to achieving this aim.
- VFBV also stated their belief that any relevant industrial agreements and paid staff position descriptions should recognise and acknowledge the community based volunteer nature and organisation of CFA.
- VFBV specifically highlighted the fact they do not seek to in any manner interfere in the lawful negotiations between CFA and any union on matters pertaining to the employee-employer relationship under the relevant industrial relations legislation where such matters do not impinge on legitimate volunteer interests.

[Note: Letters were sent to the Premier and Minister on 26th February 2010 noting VFBV concerns about the impact on Volunteers by and arising from sections of UFU industrial agreements. This correspondence included a copy of our letter to the CFA detailing our over-arching concerns and the 12 points of our submission of 22nd February to CFA (listed below). Despite persistent follow-up by VFBV with the Premier, Minister and CFA, there was no consultation/discussion with VFBV or written response on these issues prior to the CFA concluding and Government agreeing to the new industrial arrangements with the UFU in late August 2010.]

(1) Published on the VFBV website 9 September 2010. Assessment based on a copy of what VFBV was advised to be the final draft before signing of the Enterprise Agreement (EBA). The signed EBA of 3 September 2010 contains additional clauses on staffing and was first sighted by VFBV in October 2010. Two Deeds of Agreement between CFA and UFU on industrial arrangements were signed in secret on 20 August 2010 and did not become public until 22 March 2011. Consequently, they are not included in this assessment.

The 12 points raised in our letter to CFA of 22nd February and an assessment of the results against each point:

1) Scope of Agreement: Limit any inappropriate scope of agreement by including introductory clause: ‘Nothing in this agreement will limit or prevent in anyway whatsoever the recruitment, training, deployment, utilisation and activities of CFA Volunteers and other emergency volunteers by the CFA in meeting its statutory duties and obligations.’

RESULT: No such or similar clause is contained within the Enterprise Agreement. CFA is a community/volunteer based emergency service organisation. Over 97% of the CFA workforce is volunteers. Paid operations staff comprises less than 1% of CFA workforce and yet they are increasingly a dominant force over CFA management. This clause would have provided clear and unambiguous protection of volunteers and volunteerism in the CFA from industrial interference as both a matter of principle and law. Our concern is why this didn’t happen and what its exclusion signals for the future.

2) Objectives of Agreement: In the Objectives clause of agreement add the following words to the first sentence: ‘including the maintenance and growth of CFA volunteer and general community capacity to plan, prepare, respond and recover from fire and other emergencies.’

RESULT: No such or similar clause is contained within the Enterprise Agreement. CFA is a community/volunteer based emergency service organisation. It would be appropriate that a key paid staff industrial agreement not only recognised this fact and was clear that a principal role of paid staff was to optimise volunteer and community capacity. Again, our concern is why this didn’t happen and what its exclusion signals for the future.

It is worth noting that under the Application of Agreement, Clause 6, there is a curious new clause:

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

The wording is such that it would be used to prevent volunteers/VFBV making successful representations on those matters which impact volunteers either in the Enterprise Agreement or flowing from it (whether intended or not).

3) Position Descriptions: That position descriptions attached to the Agreement be suitably amended so that the section detailing ‘Primary Purpose of Position’ incorporates the following or similar words: ‘Assist and support the maintenance and growth of CFA Volunteer and general community capacity to plan, prepare, respond and recover from fire and other emergencies’. That ‘Key Result Areas’ of those position descriptions be amended by the insertion of the following words or similar: ‘Contribute to and support the growth of CFA volunteerism and ongoing

development of CFA volunteer personnel for operational and organisational performance’.

RESULT: Position Descriptions for Operations Officer and Operations Manager are contained in Schedule 11 of the Enterprise Agreement. PDs for other positions are not detailed and assumed to be the same as current. There is no commitment in any PDs in ‘Primary Purpose/Objectives of Position’ or ‘Key Result Areas’ to anything even remotely similar to the words/sentiment requested. This omission means there is no stated obligation or work focus for paid staff to support the most fundamental of CFA objectives – supporting and growing CFA Volunteerism. The inclusion of such a key organisational objective is usually standard in position descriptions.

4) Remove any impediments to Volunteer Training and improve Volunteer access to training: Noting that the issues of timing and location are pertinent matters in the effective provision of volunteer training and the need for flexible training arrangements to meet volunteer needs and circumstances, remove any clauses or provisions which act as impediments to effectively meeting volunteer training requirements including limits on the use of appropriately qualified paid sessional instructors.

RESULT: At first reading there appears to be a slight improvement in CFA’s ability to access non employee paid trainers (including sessional instructors) when paid instructors and qualified operations staff are not available to meet volunteer training needs. However, the actual process for engaging and using non employee paid sessional instructors seems complex and difficult to practically implement.

The relevant clause in the Enterprise Agreement (99.2.2) provides that:

- a) The relevant session must be indentified in advance as part of the current training syllabus or assessment syllabus;
- b) The indentified instructor is absent through sickness or other unavoidable cause;
- c) It can be demonstrated that the session is of an urgent nature and must take place;
- d) Other career instructors, Leading Firefighters, Station Officers, Operations Officers or volunteers (unpaid) within a 100km radius cannot deliver that urgent session and it cannot be rescheduled;
- e) Then CFA can source appropriate (non employee paid) instructors to deliver that session.

These lengthy and seemingly rigid procedures appear to effectively continue the limits on the use of non employee paid sessional trainers previously imposed by the UFU and thereby limit CFA’s capacity to flexibly meet volunteer training support requirements. This has been a long standing concern of volunteers which we sought to have addressed in our submission to CFA and Government. We will query CFA on the process they intend to use in meeting these Enterprise Agreement procedures so as to ensure volunteer training needs are met, including volunteer friendly timetabling and location needs.

An area of further concern is the apparent restrictions on PAD instructor working hours and the consequences for after-hours volunteer training. The cost implications for CFA in meeting these requirements may be a significant disincentive for CFA to schedule after hours training for volunteers.

More generally, training arrangements are regulated by:

- a) Clause 26 (Contracting Out / Maintenance of Classifications) requiring that training must be delivered first and foremost by any ‘employees in the classifications in the agreement directly employed by CFA’ except volunteers providing services as volunteers without remuneration;
- b) Clause 93 (Improved Skills Enhancement and Training Delivery Arrangements) which provides for “The joint consultative process to review a broad range of training and development related matters will continue”. Specific matters for this CFA-UFU consultative arrangement includes “Processes to enable career personnel to provide competency based training and assessment for volunteers”. There is no role for volunteers/VFBV to be part of this consultation process;
- c) Schedule 5 “Training Framework” appears binding on volunteers despite the fact that there has been no discussion or consultation with volunteers/VFBV. Clause 93.2 specifies that the parties (UFU & CFA) will revise this schedule within the first 6 months of the Enterprise Agreement. Again, there is no role for volunteers /VFBV in this stated process; and,
- d) Schedule 6 “Joint Statement on Operational Training and Assessment” by CFA/UFU, states that all firefighters (career or volunteer) must have the competencies and skills to undertake the tasks required of them and that the operational training standards must be consistent across the CFA. The competencies, skills and training standards are imposed under the processes spelt out in the Enterprise Agreement. Under the heading ‘Training Delivery’ in schedule 6 (second dot point) it states: “Where paid operational training is delivered outside the AFC based Framework such training must be delivered and assessed by a process agreed by the parties” (ie. CFA and UFU). The effect of this is to give UFU further control over training.

The appointment of instructors continues to be industrially regulated and limited by Clause 99 ‘Terms and Conditions of Employment for Instructors’. Under this clause the UFU continue to have a dominant role in determining the eligibility of candidates for instructor positions, the criteria for selecting appointees as well as membership of Instructor Interview Panels. Despite the fact that training is a fundamentally important issue for volunteers we have no representation in consulting or participating in these matters. Clause 6.2 (set out above) seems to make it a breach of the Enterprise Agreement if we were to be so engaged.

5) Enable lateral entry/secondment of suitably qualified candidates to any level of rank or role within CFA without industrial impediment: To maximise CFA effectiveness in and through local communities remove impediments to lateral entry/secondment for qualified volunteers and other qualified people into any level of rank or role within CFA for which the CFA determines they are competent; that relevant volunteer experience and qualifications and recognition of prior learning based on experience be part of any relevant CFA qualification assessment regarding lateral entry.

RESULT: In a nutshell, restrictions on secondment and lateral entry remain rather than being a matter for CFA management selecting best available candidate for a position.

Clause 28 “Secondment and Lateral Entry” sets out the regulation of and procedures for secondment or lateral entry to positions of Leading Firefighter, Station Officer or above. Secondment/lateral entry to positions below Leading Firefighter is prevented by the Enterprise Agreement.

Under the Clause, CFA firefighters shall be given priority for secondments and appointments/promotions to vacancies.

In the event there is a need to second to a long term vacant position (for up to 2 years) and there is no (suitable) candidate available within CFA paid firefighting staff, secondees can be secured externally provided they are an operational firefighting employee of another recognised government fire service in Australia or New Zealand. They must also hold the same or equivalent rank as that of the position to which they are seconded. Qualified and experienced volunteers and firefighters from private industry are ineligible for secondment.

Where permitted by the Enterprise Agreement, lateral entry to a position can only occur where the position has been advertised at least twice internally in CFA to operational firefighters. If there is no suitable applicant, CFA shall second someone to the position under the secondment rules (above). If there is still a vacancy at the end of any secondment period, the position has to be advertised internally once more. If there is no internal applicant, the secondee can be offered the position. If the secondee refuses the position (or in the case there was no secondment was secured) only then may the CFA seek external applications.

The actual lateral entry rules set out in the Enterprise Agreement are that:

- a) Lateral entry is restricted to positions of Leading Firefighter, Station Officer or above;
- b) Applications can only be received from operational firefighting employees of another recognised government fire service in Australia or New Zealand;
- c) Any applicant must hold the same or equivalent rank as the position advertised;
- d) The successful applicant will undertake a short course on CFA specific requirements and relevant skills.

Qualified and experienced volunteers are prevented from being laterally appointed to operational positions in CFA under these limitations. Operational firefighters from private firefighting services are also excluded. Even operational employees of recognised fire services are excluded if their application represents a promotion for them.

Sub Clause 99.1.2 of the Enterprise Agreement regulates the appointment, promotion or transfer of instructors “who is or was an external applicant or external appointee” to any other classification or position referred to in or covered by the Enterprise Agreement.

In full this sub clause reads:

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

Sub Clause 99.7.7 limits the lateral movement of such instructors into operational roles **solely to those agreed with the UFU.**

Clause 122 of the Agreement regulates lateral entry to positions of Operations Officer and Operations Manager. The provisions of this Clause require that:

- a) the CFA has to demonstrate that no suitably qualified internal applicant exists;
- b) the position must be advertised internally on two occasions;
- c) only then proceed to either appoint an internal person who does not meet all of the requirements for appointment, or lateral entry of an external candidate.
- d) If lateral entry is the selected option there is to be consultation and agreement between the parties to determine a competency based lateral entry process. If the parties cannot agree on this process then it shall be determined by Fair Work Australia (FWA). Such FWA determination shall only be effective for the life of the Bargaining Agreement.

6) Remove any impediment or limit to the provision of support to volunteers by appropriately qualified or designated paid staff: Recognising that the classification of Brigade Administrative Support Officers (BASOs) was specifically created and funded to provide administrative and organisational support for volunteer brigades, that the classification and functioning of BASOs and any similar classification be removed from the Operational Staff Agreement. Further such Operational Staff Agreement should not hinder, limit or otherwise impact on the role and function of BASOs in the provision of administrative and organisational support for volunteers. In addition to removing this matter from the operation of the subject Agreement, VFBV also submits that CFA explicitly undertake to ensure that the BASO classification is maintained and their number is expanded to enhance support for volunteers. Further, VFBV submits that CFA needs to consider deployment of other resources engaged specifically to proactively build community and volunteer capacity.

RESULT: The Enterprise Agreement contains no clause dealing with BASO or brigade support issues (excepting CSFs – see below).

Sub Clause 26.1 could be applied to limit or exclude brigade support duties performed by non firefighters where the duties performed are also part of the prescribed duties/work of firefighters (stated as ‘classifications covered by the Agreement’). This was the UFU’s position in negotiations for the 2000 EBA, hence the reference to BASOs in the 2000 and 2002 Operative Staff EBAs.

The application of Point 1 above ran in tandem with this proposal to delete any reference to BASOs. We understand that the regulation of BASOs and other Brigade support matters may be covered by a Deed of Agreement between CFA and UFU the full text of which has not been seen.

The Bargaining Agreement still prohibits CFA from appointing Community Support Facilitators and **similar classifications and positions** in Clause 70.

7) Selection and deployment of suitable vehicles and equipment within CFA be determined in a timely manner according to operational requirements determined by CFA management after proper consultation with relevant paid staff and volunteers. Any express or implied limits under the Agreement on the provision and suitable deployment of vehicles and equipment lawfully declared fit for use by CFA be removed. This should not in any way negate requirements for timely and genuine consultation (but not veto) by CFA with volunteers and paid staff over operational and equipment issues including standards and deployment of such equipment. Real safety issues regarding vehicles and equipment should be strictly dealt with under relevant occupational health and safety laws and not under an industrial agreement.

RESULT: Clause 92 of the Enterprise Agreement “New Appliances and Equipment” simply provides that “The CFA will use its best endeavours to develop within the first 6 months of this agreement guidelines for the design and specifications of appliances and equipment to be used in any station”.

There seems to be an inference that the CFA and UFU already have a separate agreement on such matters applying up till now and which is to be reviewed for application in the near future but there are no statements to that effect.

In the absence of any exclusion clause, matters related to “design and specification of appliances and equipment” could be argued as matters under Clause 14 “Introduction of Change” and therefore subject to the Agreement’s “Consultative Processes” contained in Clause 13. It could also be a matter for inclusion under the “CFA / UFU Consultative Committee” established under Clause 13.2 for which the terms of reference, membership and working arrangements are yet to be negotiated by the parties. The Bargaining Agreement says they will agree on these matters within six months of the Agreement being lodged with FWA.

In any case, it is a matter that can be made subject to Clause 15 “Dispute Resolution” where change, including introduction of new appliances and equipment, can be significantly delayed because no change can occur during the dispute resolution process which extends through a series of internal procedural steps, then to Fair Work Australia and, seemingly, then to appeals that may be pursued by the UFU from any FWA decision adverse to its interests or position.

Such a matter may also be dealt under Clause 16 ‘Consultation “Officer & Disputes Regarding Consultation and Change” which, if there is not agreement, leads back to Clause 15 the dispute resolution clause. In many ways, these arrangements could be said to be a pocket veto for the UFU – one they have used in the past under similar arrangements as part of negotiations on matters both related and unrelated to a subject dispute.

This matter requires clarification and advice from CFA.

8) Remove any limit or constraint on CFA’s employment and use of appropriately qualified non firefighter community education and related support staff: Whilst noting the important role that all classifications of existing operations staff should play in community education and that the issues of timing and location are pertinent matters in the effective provision of community education, that there be no limit or constraint placed on CFA in the agreement as to the employment and deployment of community education and support officers to support and supplement volunteers carrying out community education functions as deemed necessary.

RESULT: Under the Bargaining Agreement CFA is limited and constrained in the delivery of community education on fire prevention and awareness.

Clause 71 of the Agreement “Community Education” states that the deliverers of community education on fire prevention and awareness will be career Firefighters/Station Officers and only when they are not available volunteer Firefighters/Officers.

No other classification or employee is allowed to undertake community education duties.

This Clause differentiates between community education as described above and the delivery of special community information campaigns that do not have an educational (ie training) component.

In light of the Bushfire Royal Commission it is surprising that this limitation is included in the Agreement.

9) Consultation arrangements with paid staff not to include effective veto over change or undue delay needed changes and initiatives: Whilst supporting the need for an effective and genuine consultation and dispute resolution system such a system must not incorporate an effective veto right nor undue delay change and

initiatives deemed necessary for CFA to meet its statutory obligations and support and utilise volunteers.

RESULT: As discussed above in regard to new appliances and equipment, Clauses 13 and 15 of the Agreement enable the UFU to delay for at least a significant period of time any change or initiative by procedural means. In other words, they maintain their effective veto over needed timely change or initiatives deemed necessary for CFA to meet its statutory obligations and support and utilise volunteers.

10) Definition of employment matters under the Agreement: Explicitly, the definition of employment matters in the Operational Staff Agreement must not enable, or purport to enable, any provisions of the Agreement to constrain or limit the statutory powers and obligations of the Chief Officer and the CFA. A statement in the Agreement making this clear would be appropriate. The Agreement should be limited to core employee entitlement issues such as salaries, wages, allowances, leave entitlements and promotional opportunities. It should not seek to impact on the operational management or organisation of the CFA specified by relevant Victorian legislation.

RESULT: The reference to the ‘Definition of Employment’ as appeared in early negotiation drafts of the Agreement was excluded from the final Agreement. There is no statement or clause in the Agreement that covers this matter.

Consequently, the Enterprise Agreement’s provisions purport to be absolute and unrestricted by the statutory powers and obligations of the Chief Officer and the CFA established by Victorian Legislation (the CFA Act). In effect, this means that where there is a conflict between what’s in the Agreement (or what it authorises) registered under Federal industrial law and the powers, duties and obligations of the Chief Officer and the CFA created under Victorian law, it is a matter of constitutional legal interpretation and litigation, unless one side backs down.

As noted in this document (and there are other examples) there are a number of clauses which impact on operational management and organisation of the CFA so the constitutional legal issues are matters of consequence in the application of this Agreement in the CFA. For example, Clause 80 “Day Staffing” purports to restrict the Chief Officer and the CFA’s capacity to make staffing decisions based on operational need. A fuller discussion of Clause 80 is set out below under Point 12.

Clause 6 of the Agreement “Application of Agreement” it clearly states that the Agreement applies to and covers “all employees engaged in or **performing work that is or may be performed by an employee engaged in a classification or occupation** referred to in this agreement”. This is a very broad clause which when read literally means that the UFU can apply its rights and powers under the Agreement to in effect regulate the work done by non UFU employees of CFA where there they perform work that can be characterised as the same as, similar to or could be done by classifications under the Agreement.

Under Clause 68, “Career Paths and Opportunities” Sub Clause 68.1 provides that the Enterprise Bargaining Implementation Committee (EBIC) will review in the first 12 months of the Agreement CFA’s recruitment and selection panel procedures. The resulting report will be tabled for consultation and therefore it is subject to disputes procedure if there is no agreement. In this case, FWA will be the determining body of CFA’s recruit and selection panel procedures.

11) Chief Officer and CFA must not be constrained or limited in the performance of their statutory duties by industrial agreements: Remove any purported limitation or constraint on the Chief Officer and CFA carrying out their express or implied statutory duty to review and determine all brigade, appliance and fireground staffing levels and requirements to meet CFA community service and safety obligations including the redeployment of paid staff positions to other locations as may be required (subject to suitable transfer allowances and arrangements which are an employment matter).

RESULT: Previous EBA clauses covering Board of Reference on staffing, the criteria for staffing review and new brigade staffing have been removed from this Agreement. The fate of the more powerful 2008 staffing ‘Disputes Panel’ (ie, the Merriman Disputes panel also known as the Board of Reference) set up under a separate Deed of Agreement between CFA and UFU is unknown.

Clause 27 of the Agreement, “Safe Staffing Levels” sets down for the first time in CFA the concept of a minimum number of paid staff on shift designated at the current level of 99. The location and rank of said staff is set down in Schedule 1 to the Agreement as is the number and rank of employees allocated to other (non shift) positions. As the parties reach agreement on new staffing levels during the period of the Enterprise Agreement, both Clause 27 and Schedule 1 can be updated by mutual agreement making any new numbers on shift and their deployment fixed in law as new minimums.

Sub Clause 27.3 anticipates state government allocation of new firefighter positions to the CFA arising from the Board of Reference (Disputes Panel) under the 2008 industrial arrangements and the Bushfires Royal Commission.

There is a sentence in the sub clause that says “In particular, the parties note that the Commission’s final report makes reference at 10.6.2, to the need to increase the number of career fire fighters and integrated stations”. This seems to present that the Royal Commission made additional paid staffing a recommendation when such was not the case.

In fact, the Commission simply noted in its summary the evidence of the CFA that it intended to increase the number of urban integrated stations from 31 to 38 by 2020 and the evidence of the UFU witness (Mr Thomas) regarding the 2009 Board of Reference (Disputes Panel). The recommendations of the Board of Reference (Disputes Panel) which rejected the views and submissions of the CFA Chief Officer is of course subject to serious dispute by VFBV.

Nevertheless, Sub Clause 27.3 is the disguise under which the Government appears to have done an industrial “fix” to avoid political/industrial conflict with the UFU going in to the Victorian election by announcing that an additional 342 paid firefighters for the CFA had been approved under a four year funding package.

It is noteworthy to recall that CFA’s official submission to the Board of Reference (Disputes Panel) was that they may need up to 232 additional firefighters/officers by 2020. The Union’s position apparently totaled 684. It seems CFA, in conjunction with elements of Government, ended up making application to Government for the funding of significantly more paid firefighters than it had originally concluded may be needed by 2020.

It seems the “fix” is half what the UFU was seeking to be delivered by 2014/15 in half the time horizon submitted by the CFA. What will happen in the five years thereafter has been left for the next government, or possibly the one after that.

It is unclear exactly when or how these new paid firefighters will be recruited, trained and deployed. There has been no consultation with VFBV on this matter despite the impact it will have on volunteers in integrated brigades and volunteer brigades to which CFA may seek to allocate 24/7 paid staff.

12) New classification of dedicated day shift firefighters: Recognising that some brigades need temporary and flexible support from paid operations staff from time to time, e.g. seasonal, day shift weekdays, to deal with temporary volunteer availability or during periods of brigade rebuilding, that a day shift fire fighter classification be created to provide such flexible as required support to brigades.

RESULT: There is no day shift classification created as requested. In fact, Clause 80 of the Agreement, “Day Staffing” kills the ability to deploy permanent day shift firefighters to volunteer brigades under the continuum.

From here on in, day shift staffing can only remain at brigades so specified in the Bargaining Agreement (that is, current arrangements noted in Schedule 1) and as an interim step to 10/14 roster staffing regardless of actual need. To implement even this step, the parties (CFA and UFU) must agree in writing to the timetable for achieving 24/7 shift manning. Thus the UFU again has veto power on new staffing of brigades – the dates / timetable covering interim day manning and progression to 10/14 shifts regardless of need. This kills a major feature of the continuum, that is to make staff support decisions based on brigade needs assessment and recognise that most brigades needing staff support only require it weekdays.

A review of existing day shift arrangements may also be provided for under the new Deed of Agreement but we are awaiting advice on this.

Attachment 3

Summary of VFBV's analysis of the effects of CFA's industrial arrangements on volunteers

SUMMARY OF VFBV'S ANALYSIS OF THE EFFECTS OF CFA'S INDUSTRIAL ARRANGEMENTS ON VOLUNTEERS

A. CFA / UFU Operational Staff Enterprise Agreement 2010

2010 EBA Clause Description, effect on volunteers and any proposals for action

Nil THERE SHOULD BE A CLAUSE IN THE EBA THAT PROVIDES THAT THERE SHALL BE NO LIMIT OR IMPEDIMENT ON VOLUNTEERS CREATED BY THE EBA

VFBV remains of the view that there should be an overarching provision in EBAs to the effect that *'Nothing in this agreement is intended to nor should have the effect of limiting or impeding the recruitment, training, deployment, utilisation or other activities of CFA volunteers as authorised or directed by the CFA to meet its statutory duties and obligations'*. Such a clause is simply a logical extension of existing clause 26.3 (covering an exemption of volunteer services from the application of clause 26, the No Contracting Out clause) to cover the application of the EBA as a whole thereby removing any direct interference in volunteer matters under EBA arrangements. It is now particularly pertinent with the adoption of the amendments to the CFA Act pending final and agreed passage through the Parliament. We would suggest it is an appropriate amendment to the existing EBA and for inclusion in future EBAs.

3 OBJECTIVES
After the words *'highly skilled and motivated'* add the word *'career'* before the word *'workforce'* in the second sentence and then add the words *'working with and in support of the CFA volunteer workforce'* and continue the sentence. This would clarify the nature of the CFA's integrated workforce and set down the important role and relationship of the relevant career staff as part

of a volunteer based fire and emergency service (in comparison to a career based service like MFB). As will be clear in the amended CFA Act, the CFA and its employed staff have obligations to maintain and build CFA volunteer capacity and the wording suggested for amendment to the EBA's Objectives clause gives the right context for the EBA.

We of course submit that PDs for each operational staff position will also be amended to reflect the new explicit statutory obligations (having been implicit obligations since CFA was established). *(Refer to our previous correspondence on 12 points for EBA negotiations of February 2010, see point 3.)*

6.2

APPLICATION OF AGREEMENT – NO 3RD PARTY INTERFERENCE WITH THE TERMS AND CONDITIONS PROVIDED IN AGREEMENT

We remain concerned about the interpretation and application of this clause since the EBA contains a number of clauses that have direct/indirect affects on volunteers – matters that VFBV must pursue. On its face this clause would seem to prevent or at least impede CFA (as a party to the EBA) from discussing matters contained within the EBA with volunteers/VFBV with a view to changing them, interpreting them or managing their application to minimise any negative effects on volunteers.

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CFA POLICIES

The wording of this clause effectively prevents the alteration of policies established through industrial arrangements except through the processes set out in clause 13 of the EBA – Consultative Processes. Disputes arising from the consultation processes are subject to the disputes resolution procedures of the EBA. Despite the impact of these policies on volunteers we are precluded from participating in these policy negotiations because we are not a party to the EBA. Industrially agreed policies on matters such as PPC, station wear and equipment, all have an

impact on CFA volunteers but can only be altered by agreement between UFU and CFA. Other similar policy arrangements exist in regard to training, appliances and fire station design and construction . In all of these matters volunteers are excluded as a result of industrial arrangements.

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NO CONTRACTING OUT

The interpretation of elements in this clause remain a concern – it would seem to rope in any work capable of being done by relevant operations classifications covered by the EBA or which is currently (but not exclusively) being done by such operations classifications to henceforth be (under the EBA) work solely the preserve of those classifications. This interpretation based on a reading of clauses 26.1 – 26.3 seems to be further supported by a reading of clause 26.4 which gives the UFU effective control over exemptions to the application of this interpretation. The exemption for volunteers also within clause 26.3, is limited to services normally provided by volunteers and appears to prevent volunteers undertaking new duties including those that may emerge in future.

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SAFE STAFFING LEVELS

Clause 27.4 requires that CFA will employ 342 new career firefighters over the next six years with a minimum of three recruit training courses run each year by CFA with each course training a minimum of 30 recruits to reach the required 342 new career firefighters. Clause 27.4.6 specifies that at the conclusion of each training course the CFA will deploy all qualified recruit firefighters following consultation in accordance with the recommendations of the Board of Reference (the Merriman Disputes Panel set up under the 2007 Deed of Agreement between CFA and UFU to determine career staffing disputes). The employment and training of the new career staff as provided by the clause must affect volunteers in a range of ways – It is significantly expensive: the cost pressures/budget impact of these new positions must affect

the availability of funding for volunteer investment (equipment, training, appliances and fire station replacement, upgrades and maintenance), support and development initiatives; and, impact on the availability of relatively scarce training resources and facilities. The deployment of new paid career staff under this clause is: contrary to the continuum of brigade support policy agreed with VFBV which is supposed to be the sole policy framework for the appointment of staff to volunteer brigades; and, deployment of paid staff to volunteer brigades that do not need or want them leads to changes in volunteer leadership and organisational arrangements at those brigades, reduce volunteer active engagement and create volunteer morale problems; appointment of the number of additional paid career staff to existing integrated brigades as recommended by the Merriman committee will effectively replace volunteers in the staffing of brigade appliances and lead to a reduction in practical skill maintenance opportunities for integrated brigade volunteers and ultimately a reduction in volunteer membership.

Clause 27.4.7 creates a binding arrangement where once a career firefighter position is established at a brigade CFA is compelled to take all necessary steps to vary the EBA to incorporate the new firefighter position into Schedule 1 of the EBA which sets out minimum career staffing arrangements at integrated brigades. Once that position is created under this scheme it becomes permanent and not subject to the flexibility envisioned by the continuum.

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SECONDMENT AND LATERAL ENTRY – CAREER FIREFIGHTERS/OFFICERS

Secondment and lateral entry opportunities are limited to the ranks of Leading Firefighter, Station Officer and above. Applications for such positions can only be received from and positions may only be filled by “*an operational employee of a recognised fire service*”. A recognised fire service is a fire service of a government of Australia or New Zealand only. Regardless of experience,

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competency and qualification a volunteer is prevented from even making an application let alone securing lateral appointment to an operational staff position.

29.2

ROSTERING

Under this clause there is a prohibition on part time or casual employment for Operational Staff positions.

In a decentralised organisation like CFA there are benefits to being able to employ local staff for positions like Training Instructor based on part time or casual work which may be the most effective and efficient way of providing training and assessment for volunteers at some brigades.

Flexible employment arrangements may be attractive to suitably qualified people and as a result attract applicants for positions such as training instructor where they are looking to match lifestyle or family requirements with other than full time work. Flexible arrangements could be attractive to existing firefighters who are parents of young children or have emerging personal commitments that impact full time work (at least for a time). Such opportunities may be particularly attractive for firefighters who have left the job through retirement or experienced volunteers with other part time interests, including those who have retired early under state superannuation arrangements from education and training positions. Such flexible employment arrangements can be mutually beneficial; good for the part time instructors' commitments and good for CFA in the provision of instructors at volunteer friendly times.

Certainly, we do not believe positions should be arbitrarily made part time or casual but with changing lifestyles and work patterns the current prohibition seems rigid and inflexible in arriving at employment arrangements that are mutually beneficial to CFA obtaining appointees for skilled vacancies, meeting the needs of

volunteers and satisfying the employment requirements of people with required skills.

67.2 / 67.3 / 67.4

ENTRY TO OPERATIONAL STREAM OF FIREFIGHTING

Clause 67.2 makes clear that the only entry to the operational stream of firefighting is through the CFA recruit course. Clause 67.3 provides for a limited exemption to the requirements of clause 67.2 allowing for limited secondment from the MFESB. Clause 67.4 preserves time in rank requirements before a firefighter is eligible for assessment for and promotion to the next rank. VFBV believes that lateral entry to positions should be available for experienced, skilled and qualified volunteers and that this would assist in the development of a culture more appropriate to a volunteer based fire and emergency service.

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COMMUNITY SUPPORT FACILITATORS

This clause was first introduced in an EBA in 2000 and was used to terminate the CSF classification. It has been rolled over in each subsequent EBA. The clause bans CFA from contracting or employing any person to undertake CSF or similar duties.

The CSF program was designed to deliver what brigades and the CFA identified as a priority need and that is to provide local level, flexible and adaptive support to high risk, high service demand and vulnerable communities because of location and demography. This approach is consistent with the priorities identified by the Victorian Bushfires Royal Commission. CSFs worked at local brigades under the direction of the brigade Captain at their assigned brigade undertaking a range of tasks and projects to build local brigade and community capability. In particular, at a community level CSFs carried out a community education and development role to build preparedness, capacity and resilience.

In the 2000 EBA negotiations UFU argued for their abolition on the basis that they objected to CSFs because they were contract labour provided by a labour hire company, that many CSFs responded to call-outs (as volunteers at the brigade at which they worked) acting as cheap firefighters and all the work they performed was work covered by career firefighter position descriptions. They claimed that CSFs should be replaced by career firefighters.

The UFU successfully lobbied the Bracks Opposition in 1999 to come out against these positions. The decision to terminate the positions was taken in the first months of the Bracks government in 2000.

How it is that an industrial body or an industrial agreement can destroy such a program when CSFs had nothing to do with the paid firefighter workforce? It would have been more reasonable to if the UFU accepted an arrangement whereby CFA agreed that CSFs role was not to undertake firefighting during work hours and convert them to direct employment with CFA. But UFU were adamant that the role CSF's performed was a role that a firefighter should perform.

The wording of the 2000 EBA clause (which is rolled over into the current EBA as clause 70) was accepted on the basis of two new CFA classifications being created – BASOs to carry out administrative and organisational support for volunteer brigades and Community Education Firefighters (CEFFs) to provide local community education. It was agreed that those employed as CSFs could translate into these new classifications. In the case of CSF staff transitioning to CEFF positions they were required to undertake recruit firefighter training. The duties of BASOs and the community education role of CEFFs had been part of the duties of CSFs. CEFFs have ceased to exist as a classification.

COMMUNITY EDUCATION

The history of this clause parallels that of the CSF / BASO arrangements described above. The community education functions of CSFs was spun off into the new classification 'Community Education Firefighter/Fire Officer' in the 2000 EBA with former CSFs who elected to train and qualify as firefighters transitioning from CSFs to the new classification.

There are two concerning aspects to this clause – under its terms CFA's work of community education appears exclusively the preserve of career firefighters/fire officers (no other paid staff) and only when such staff are unavailable the task is to be performed by volunteer operational staff – volunteer firefighters and officers.

So under this clause volunteers are relegated to the role of backup rather than providers of equal standing to paid career staff. This is hardly in keeping with the CFA being a volunteer based fire and emergency service and seems inconsistent with the principles of the findings and recommendations of the Bushfire Royal Commission.

The Victorian Bushfire Royal Commission concluded that the provision of community education and information on fire was a primary task of the CFA. In one form or another, local volunteer brigades have been providing such services for generations. It is an important role for volunteer brigades and non-operational volunteers. It is a role which is carried out by volunteers and non-operational classifications within CFA. In our view the current clause is both inappropriate, and with reference to the CFA Act, unlawful. The meaning and lawful effect of this clause, particularly in light of recent amendments to the CFA Act, needs to be formally clarified and action taken as required.

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MEMORANDUMS OF UNDERSTANDING

This clause requires that any existing agreement, MOU or like arrangement between the CFAor another entity that affects the response are of the CFA or one or more firefighters covered by the EBA is to be submitted and reviewed by the CFA-UFU Enterprise bargaining Implementation Committee (EBIC). If there is a dispute over such matters it is presumably subject to the dispute resolution clauses of the EBA which means the dispute can be ultimately determined by Fair Work Australia.

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DAY STAFFING

The clause 80.1 states:

“A station may only be staffed on an agreed roster (for day staffing) other than the 10/14 roster (which means 24 hours a day, 7 days a week) where this agreement so stipulates or where there exists a prior written agreement between the UFU and CFA to staff that station at a specified later time on a 10/14 roster.”

The ability of CFA to deploy career firefighters on day shift based on the assessed need of a brigade is terminated by this clause. CFA can only use day shift staffing as a lead in to 24/7 staffing, regardless of whether they will be needed or not.

The clause makes no allowance for the brigade to rebuild its service capacity through, recruitment, training, changes in the availability of existing volunteers, volunteers from other brigades shifting to the brigade, and so on. It may be that after a period of rebuilding and reorganisation the brigade no longer needs the support of a career firefighter or reaches a steady state where the day shift firefighter is sufficient on an ongoing basis for the brigade to maintain service capacity.

The implicit assumption underlying this clause is that once a volunteer brigade requires the support of a day shift firefighter (say, to provide specialist skills that are unavailable at a brigade during weekdays for a period of time) it will not only never succeed in rebuilding its capacity but rather its capacity limitations will

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grow. Worse still, it may assume that rebuilding the brigade's volunteer capacity will not be pursued as a priority and fundamental responsibility of CFA.

This is a newly configured clause compared to previous arrangements and for the first time introduces the requirement that day staff must lead to 24/7 10/14 roster staffing. It should be noted that there is no financial disadvantage to a paid career firefighter being appointed to day shift since their industrial arrangements provide that they will be paid as if they are on a 10/14 roster with all penalties, allowances and leave applicable to firefighters on a 10/14 roster being equally applicable to a firefighter on day shift.

One of the key continuum of support for brigades treatments – temporary or ongoing day shift staffing – is effectively terminated as an option for brigade support by this clause as it stands.

In the months following the finalisation of the EBA we were told by CFA representatives that any career staff deployments to brigades will now be on the basis of assessed need. On other occasions we have been told by CFA representatives that our literal reading of this clause is accurate. The Secretary of the UFU advised us at one point late last year that career staff would not be deployed where they were not needed. Our own legal advice is that our literal reading of the clause as expressed in the first part of this sub-section is correct. There is a critical need for the renegotiation and amendment to this clause to enable the deployment of career firefighters for day staffing of brigades as needed without further commitments.

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EMERGENCY MEDICAL RESPONSE (EMR)

This clause regulates a trial of EMR at five integrated stations. It provides for agreements between the CFA and UFU on any extension of the trial, requirements including timelines for CFA prepare reports, prepare and submit a business case to secure

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additional funding for the extension of EMR to locations within the CFA's area of responsibility as agreed between UFU and CFA, the training course to be used for EMR training and limits on the number of EMR calls to be responded annually by CFA. The fact that volunteers have been piloting EMR at selected locations for some time is ignored by these arrangements. The costs associated with the mode of implementation and selected training arrangements and the overall implications for CFA training are matters of interest to volunteers. The inclusion of volunteers at the integrated brigades involved in the EMR program trial remains an open question for VFBV. One of the important aspects of integration is the crewing of appliances by crews comprising a mix of paid career staff and volunteers. We understand that the EMR trial has been used to undermine this principle by requiring that a minimum appliance crew of paid career staff is required on any appliance responding to an EMR call. Such a requirement limits the role of volunteers. This is a matter requiring resolution with CFA.

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UNIFORMS AND EQUIPMENT

This clause links to clause 24 – CFA Policies. The provision of PPC, station wear, equipment and appliances to be worn or used by employees including design and specification are stated to be policy matters and thus governed by clause 24. Clause 89 does make clear that an agreed uniform and PPC list will be inserted into policy, it will come into effect within three months of the signing of the EBA and the parties will comply with the policy. Despite the ramifications of these decisions for volunteers they have no say in them. CFA is one integrated organisation that should not differentiate in consultative arrangements between paid staff and volunteer representatives. As with other similar matters, discussions and policy development over uniforms, PPC and other equipment should be subject to a tripartite process between CFA, VFBV and UFU.

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INFRASTRUCTURE

This clause notes that the CFA and UFU have agreed to a template plan and guidelines for new integrated fire station design (as at 2004) and that an agreed copy will be provided to the President of Fair Work Australia (FWA) and placed on the file at the same time as the EBA is lodged with FWA.

Integrated locations are as much a workplace for volunteers as they are for paid staff. There should be equal consultation with both paid staff and volunteers at each relevant location over infrastructure design and facilities. Similarly, in regard to any new template plan and guidelines for new integrated fire station designs discussions and negotiations should be conducted on a tripartite basis – CFA, UFU and VFBV representatives of relevant volunteers. However, under the arrangements of this clause there is no provision for a role to be played by volunteers. This is discriminatory and needs to be addressed.

NEW APPLIANCES AND EQUIPMENT

This clause requires CFA to use its best endeavours to develop within the first 6 months of the EBA guidelines for the design and specifications of appliances and equipment to be used in any station built after the date of approval of the 2010 EBA. This clause is linked by its title and subject matter to clause 89 and the development of agreed policy on the design and specifications of new appliances and equipment. The requirements of this clause are undoubtedly intended to be steps in the process for developing a new and binding policy exclusive of volunteer involvement. Appliances and equipment are used by both career staff and volunteers. Consequently, it is discriminatory for volunteers to be excluded from discussions and negotiations in determining the design and specifications of appliances and equipment to be used within CFA.

Schedule 5
Schedule 6

The training arrangements of CFA are a matter of great concern to VFBV and its members. The consequences of EBA arrangements regarding training have a direct causal link to many of the problems volunteers rightfully complain of regarding CFA training.

The high costs of CFA training on already insufficient regional training budgets, in part caused by the operation of industrial arrangements, results in volunteer training needs not being met. Having made the relevant industrial agreements, CFA should ensure that budgetary and other consequences do not impact volunteers, particularly in priority areas like training.

Under the terms of the EBA, operational training matters are matters between CFA and UFU and external parties (other than FWA and relevant courts) are excluded. Thus, the application of the industrial arrangements would hold that Volunteers/VFBV is excluded from “interfering” despite these matters explicitly determining training arrangements for volunteers.

Training course content, requirements and method of assessment and locations of course delivery are governed by Schedules 5 & 6 to the 2010 EBA.

The training framework set out in Schedule 5 to the EBA was negotiated by CFA with UFU. The framework affects volunteer training. There was no consultation or negotiation with VFBV on the content relevant to volunteers. At various points in the document there are references to the need for agreement with UFU. At no point in the document is the need to discuss matters with VFBV representing volunteers raised let alone any requirement for agreement with the VFBV. The consequences for volunteers of this schedule are still unclear but our training representatives are concerned particularly by the arrangement enabling further agreements on training in absence of volunteer consideration.

Similarly, the statement on operational training and assessment in the CFA set out in Clause 6 to EBA, which specifically covers operational training for volunteers, was solely negotiated between CFA and UFU with no discussion or negotiation with VFBV.

Schedule 6 spells out binding requirements for the delivery and assessment of operational training. Among other things it lists locations where CFA operational training can be delivered from. It specifies Fiskville and other (CFA) training grounds, all brigades across the state and “any other appropriate training locations”. Because of the EBA,s structure the determination of what is an appropriate training location is the subject of agreement between CFA and UFU and if they fail to agree is subject to the lengthy dispute resolution process;

The availability of training instructors is a major issue for CFA volunteers. Unfortunately, the EBA restricts the availability of instructors for volunteer training in several ways:

- Clause 99.2.2 governs the use of sessional instructors. There are a number of steps which have to be taken under the EBA prior to the CFA being allowed to retain the services of a qualified paid sessional instructor to deliver a training session:
 - First the session must have been identified in a current training or assessment syllabus in advance of its occurrence;
 - Second, the identified instructor who was to conduct that session is to be absent through sickness or other unavoidable cause;
 - Third, it can be demonstrated that the session is of an urgent nature and must take place;
 - Fourth, it can be demonstrated that other career instructors, Leading Firefighters, Station Officers, Operations Officers or volunteers within a 100km

radius cannot deliver that urgent session and the session cannot be rescheduled.

It is difficult to see how CFA could retain and utilise a sessional under these arrangements. In effect this clause is a barrier to CFA using sessional training instructors.

- Clause 99.8 instructor hours of work limit the availability of instructors at volunteer friendly times of an evening or weekend for training. For example, an instructor over an eight week cycle can only work a maximum of 16 nights or an average of two nights a week. Since volunteers make up 98% of the CFA workforce, the majority of CFA training is required at volunteer friendly times. It would be desirable if CFA instructors were employed under workplace arrangements that better matched their hours of work to volunteer friendly times to maximise their effective availability for volunteer training.

- Clause 99.6.2 deals with the recruitment and selection of instructors. This clause restricts access to appointments to structural and Fiskville instructor positions to career firefighters with a minimum of 5 years service as a paid career firefighter employed by CFA or a CFA-UFU recognised government fire service. In the case of wildfire instructors they must be drawn from career firefighter ranks or be assessed as having similar assessed experience through a lengthy RPL process at the end of which a UFU delegate must agree, or as agreed by UFU and CFA on an applicant by applicant basis. These industrial barriers serve to prevent the appointment of experienced and qualified volunteers to CFA Training Instructor positions and are a cause of unfilled Training Instructor positions in CFA.

- Clause 99.2.6 says that there is nothing in this clause shall prevent volunteers delivering training on a voluntary basis. So provided the volunteer is relevantly qualified for the subject course as agreed by the CFA and UFU under the EBA, there appears to be no industrial impediments to a volunteer instructor being utilised. (Unfortunately, the use of qualified volunteer instructors and assessors is restricted or prevented by many training policies in a number of CFA regions.)
- In addition to these clauses, clause 29.2 has consequences for the provision of training instructors by the CFA. Clause 29.2 provides that *“the CFA will not employ an employee on a part-time or casual basis, and no employee may hold a position on such a basis”*. This prohibition means that otherwise qualified applicants for training instructor positions who are looking for permanent part-time or casual work for lifestyle or family reasons and whose own time availability may be consistently more volunteer friendly than full time staff under the EBA cannot be retained by the CFA. Organisational logic would suggest that training instructor positions that can't be filled in a reasonable time should at least be opened up for more flexible recruitment and employment arrangements.

Hot fire training at Fire Training Grounds (FTGs) is an important part of volunteer learning and development as well as being important for skills maintenance. Clause 148 of the EBA sets out the hours of work for CFA staff employed as Pad Operators. Their ordinary hours of work are 0800 to 1645, five days per week, Monday to Friday. Their availability at volunteer friendly times for the majority of volunteers, that is, of an evening/night and on weekends, is at their own election and subject to overtime. To provide volunteer brigades with access to FTGs and their facilities at volunteer friendly times is therefore both costly and dependent

on PAD Operators making themselves available outside their ordinary hours of work. These factors create serious limitations on the availability of hot fire training, assessment and skills maintenance for volunteers. New operating procedures and allowances for Pad Operators working alone are currently the subject of CFA and UFU negotiation as provided for by clause 151 but there is no suggestion that this will result in better access to FTGs by volunteer brigades. CFA did have a group of volunteer and casual pad operators who could operate at various FTGs at more volunteer friendly times. The arrangement for paid casual PAD operators has ended as a result of recent industrial arrangements (*See clause 29.2 of the EBA*). FTG management arrangements seem to have also largely truncated the use of volunteer PAD Operators. Consequently, the access of volunteer brigades to FTGs is unacceptably restricted by the current arrangements. VFBV believes there is a solution to this problem based on changing FTG management and operating practices to allow for an expanded use of volunteers as PAD operators to meet volunteer brigade hot fire training needs at FTGs. Under clause 26 of the EBA, volunteers in the CFA shall not be prevented from providing services normally provided by them. This is stated in clause 26.3 as an exception to the requirement that all work currently performed by employees in the classifications in the EBA will continue to be performed by employees in these classifications who are directly employed by CFA and future work covered by these classifications will be performed by employees engaged in the classifications. Thus staff PAD operators will continue to be employed doing the work but volunteers can do it also based on the fact that volunteers normally have done so.

Part C

OPERATIONS MANAGERS / OPERATIONS OFFICERS

These officers have been historically very important to volunteers. In the not too distant past appointments to Operations Officer positions came from qualified and highly experienced volunteers as well as career fire officers. They were emblematic of the

integrated volunteer / paid staff workforce of the CFA and were important in setting the cultural tone through local leadership and networks. Given their important role in the management, leadership, organisation, training and support for volunteers and their brigades the criteria for making appointments to these positions, including qualifications, skills and experience, including working with or as a volunteer, are fundamentally important matters for volunteers.

Relevant EBA clauses for discussion appear to be:

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Schedule 11

OPERATIONS OFFICER POSITION DESCRIPTIONS

Clause 113 provides that during the term of the EBA Operations Officer Position Descriptions set out in Schedule 11 to the EBA will be reviewed by CFA and UFU. Because of the importance of the positions to the volunteer workforce, the positive support relationship they must have with volunteers and their role as first line leaders and managers VFBV believes that it should be part of any review of Position Descriptions.

The current Position Description for Operations Officer in Schedule 11 does not identify the Operation Officer's significant role in maintaining and building CFA volunteer capacity to deliver CFA services to the community. Nor does it comprehend the position's critical roles in conducting consultation with brigades and their leadership; communication and organisational liaison between volunteer brigades and District/ Regional CFA management & administration; and providing personal support to brigades and their leadership. Accordingly, the selection criteria fails to include requirements such as: demonstrated experience of successfully working in or with community based volunteer groups; possessing high level interpersonal and communication skills; demonstrated negotiating skills; and, a sound understanding of CFA volunteerism. Having regard to the position of Operations Officer in a volunteer based CFA we contend that these are fundamental matters for inclusion in the Position Description.

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REVIEW OF RANK TITLES

The review of rank titles is not simply a matter for CFA and UFU as the clause states. The important organisational relationship means that VFBV representing volunteers has a role to play in consultation and negotiation of change to rank titles.

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TRAINING

This clause simply notes the role of the Operations Officers in the provision of operational training and assessment when required, notes the changes in national management arrangements for public safety skills training and records agreement by CFA and UFU to pursue the matter of portability of qualifications. The only issue for volunteers in this clause is perhaps the omission of a more specific description/requirements for Operations Officer role in the training of volunteers.

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PRODUCTIVITY INITIATIVES

This clause sets out a list of matters upon which the CFA and UFU agree are current and future productivity initiatives which will be developed or continue to be developed during the life of the EBA. It is unclear as to how this list relates to productivity initiatives, but VFBV notes its direct interest in each matter because of their impact or potential to have an effect on volunteers. We do note that CFA have not as yet discussed these matters with us despite their obvious impact on volunteers. Further, we note that one of the matters listed (at clause 117.1.4) is the matter of Coast Guard Brigade. The Coast Guard Brigades are members of VFBV and there has been no discussion with us by CFA on this matter despite its inclusion in the 2010 EBA.

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LATERAL ENTRY

Clause 122 sets out the threshold requirement for lateral entry:

- It must be demonstrated that no suitably qualified internal applicant exists, that is, an applicant from within the firefighter/officer stream who holds all Station Officer competencies and the competencies of the underpinning ranks (as per clause 120.1) and be able to demonstrate/validate their proficiency for Level 1 Operations Officer competencies (clause 120.2);

Where this is demonstrated by unsuccessfully advertising the position on two occasions CFA may fill the vacancy by either:

- Clause 122.1 an internal appointment of someone who doesn't meet all the requirements of the Operations Officer competency framework as set out in Schedule 12 of the EBA; or,
- Clause 122.2 lateral appointment of an external applicant in accordance with the outcomes of consultation and if not resolved, by determination of Fair Work Australia of a competency based lateral entry process (which will only apply for the life of the EBA)

As noted above, it is VFBV's view that Operations Officer positions play an important role in the management, leadership, organisation, training and support for volunteers and their brigades. As first level managers on the move throughout districts they are in a critical position to set the cultural tone of the organisation. Volunteers believe it is important that there is a balance of appointments to these positions representing the best experienced and suitably qualified candidates available from career and volunteer ranks reflecting the integrated nature of CFA's workforce. To achieve this outcome, VFBV believe that current EBA preference for internal appointments from the rank of senior station officer should be set aside and appointments should be made based on appropriate qualifications / competencies and high levels of relevant experience including that acquired externally and the application of selection criteria that reflects our

comments above under Position Descriptions. It is our view that CFA should facilitate and promote training and suitable opportunities to gain related experience for volunteers and operational career staff who may seek to nominate themselves for future appointment to Operations Officer positions.

Schedule 15

WILDFIRE DUTIES

This schedule covers leadership arrangements for strike teams consisting both volunteers and career firefighters. It spells out interim guidelines for paid career firefighter deployment to wildfires covering the skills required by crew and skills/endorsement and rank for Crew Leaders, Strike Team Leaders, Sector Commanders and Division Commanders. As an integrated workforce it is not exceptional for CFA strike teams to comprise some paid career members, Strike Team Leaders are usually appropriately qualified volunteers but the schedule requires that if a Strike Team includes paid career firefighters that the Strike team must have career staff at strike team management level. There have been a number of reports that when career staff are part of the strike team local arrangements are that the Strike Team Leader must be a career staff member. We have also received frequent reports that career staff will only take direction from the career staff member operating at Strike Team management level (usually the deputy leader). There have been no alterations to the EBA requirements at this time that would support either of the above actions reported to us rather these appear to be the result of poor local management. These issues are not only a matter of how volunteers are utilised in CFA but raise the fundamental issue that deployment to such roles needs to be based on competence and experience not pay status and that all CFA members subordinate to a person appointed to such role must follow all lawful directions given by that person. As interim guidelines, the contents of schedule 15 are subject to review during the life of the 2010 EBA. The need to move beyond interim arrangements was raised with CFA during the two prior EBAs (2008 and 2002). Under the CFA Act as recently amended, it is stated that volunteers provide CFA

services and employees support them in a fully integrated manner (Sections 6I and 6F of the CFA Act). In light of this, the lawful status of the requirements in Schedule 15 would seem to be questionable and require clarification and action accordingly.

B. CFA / UFU Deeds of Agreement signed on 20 August 2010

2010 Deed of Agreement between CFA and UFU, and Further Amending Deed of Agreement – Consolidated 2007 Deed of Agreement

It is worthwhile reiterating that the existence and content of these two Deeds was only made known to VFBV (and the public) in the last week of March this year – some seven months after they were signed.

These Deeds were negotiated and concluded in secret and without consultation, discussion or other communication with VFBV despite the impact their contents would have on volunteers and their brigades and the requirements of the Volunteer Charter.

It is also unclear as to what knowledge most members of the CFA Board had of their existence and content and when they first became aware of these matters.

VFBV notes that the status of these two Agreements is under review. Consequently, this analysis will limit its examination to a summary of the Deeds' contents on several matters that directly impact CFA volunteers.

When read together the Deeds of Agreement:

- Continue the brigade staffing criteria and processes of the otherwise expired 2008 Operational Staff EBA as well as the totality of 2007 Deed of Agreement between CFA and UFU as amended by agreement between the parties, such that the Disputes Panel for determining career staffing of brigades (ie. The

Merriman Panel or its successor) is also continued. Under this arrangement the number and rank of paid career firefighters to be employed by CFA and deployed to Brigades overrides the statutory role and power of the CFA Chief Officer. The Panel arrangement also serves to circumvent the policy requirements of the 'Continuum of support for (volunteer) brigades' policy and requirements for meaningful consultation with volunteers/VFBV or have regard for their views on brigade staffing before such decisions are made.

- Ban the classification and role of CSFs and ban CFA from using any personnel or contracting or arranging with external parties to provide CSF or similar support for volunteers and local communities. This is also replicated in clause 70 of the 2010 EBA. Brigade Administrative Support Officers (BASOs) are treated as an exception to this provided they function in the manner prescribed by the Deeds.
- Regulates the duties and hours of work of BASOs and limits their locations unless otherwise agreed by the UFU.
- Requires that should an existing BASO position become vacant and which CFA decides to refill or if CFA decides to appoint a person to a new BASO position such appointment "*...shall be in accordance with the position description developed between the parties.*" (see clause 8.4 of the '2010 Deed of Agreement') The parties referred to are the UFU and CFA.

The fact that BASOs (and CSF's before them) are not operational staff and their total purpose is brigade support invites the reasonable conclusion that the creation of BASO positions and the duties, hours of work and location of those positions are matters primarily between CFA management and volunteers, not UFU. This intrusion on the provision of volunteer support under the BASO program and the restrictions and limitations it has created is inappropriate and inconsistent with the Continuum policy. It is also reasonable to say

that the UFU and industrial arrangements made with them should not in anyway fetter or determine the type, level and overall availability of support for CFA volunteers and their brigades. The provision of support for volunteer and their brigades is a matter for volunteers, the CFA and the State Government having regard to organisational and budget priority for maintaining and building volunteer capacity to deliver CFA services.