

Ops EBA information

There are a number of questions that have been raised about the EBA negotiations. We want to make sure you have the facts.

What is being said	The facts
<p>The UFU is only seeking more consultation, not veto power.</p>	<p>The UFU has sought to introduce 50 new and separate clauses within the body of the EBA whose effect would be to require agreement from, or provide power of veto to, the UFU over CFA management decisions.</p> <p>Examples of where UFU agreement would be required include:</p> <ul style="list-style-type: none"> • Formulation of and changes to position descriptions • Formulation of and changes to work related policies • Contracting out • Lateral entry of career firefighters • Part-time career firefighters • Emergency response training • Matters impacting volunteers
<p>There is too much misinformation around the UFU log of claims.</p>	<p>The UFU presented these clauses in a draft EBA to the Victorian Government. CFA argues it would be beneficial if all members covered by the proposed agreement had access to the current proposal (version 17.1) so that they are appropriately informed about the discussions, issues and impacts.</p> <p>As this is a UFU document, and not CFA's proposal, CFA has written to the UFU to seek their agreement to make it available to their members.</p>
<p>Fire services are compromising safety by refusing to have a minimum 7 on a fireground before firefighting can begin.</p> <p>Seven on the fireground is recognised best practice.</p> <p>The proposed clause is limited to structural fires only and not for minor fires such as bin fires.</p>	<p>The clauses relevant to this issue are as follows: Clause 44 and 44.2.7 together with clause 83.5 - The presence of 7 firefighters on the fireground prior to the commencement of operations save and accept where otherwise agreed between the UFU and CFA. (Note that fire-fighter is defined by the UFU document as 'paid firefighter').</p> <p>As per the clause, there are no parameters set around the type of fireground incident (e.g. structural).</p> <p>Seven career firefighters on a fireground before firefighting can begin is not recognised as best practice by other jurisdictions outside Victoria nor is it</p>

	<p>supported by peak body, AFAC.</p> <p>The most recent reviews conducted in the UK recognise this as an out-dated <i>worst case scenario</i> approach rather than a contemporary risk-based service delivery model (Sir Ken Knight). A model based on “weight of attack” utilising scale, intensity and duration is the norm.</p> <p>The principle and decisions around deployment must always be left to the incident controller based on risk assessment of the incident.</p> <p>This clause would be a very expensive approach to delivering on any incident, irrespective of seriousness.</p> <p>The cost issue is around having the number of resources available at any time rather than their actual attendance at a fire incident.</p>
<p>CFA is compromising safety by lowering standards for women recruits.</p>	<p>All career firefighter recruits will continue to have to meet the same minimum selection standards they always have. At the moment, less than 4% of CFA’s career staff are women. The fire services are determined to have a workforce that better reflects the community it serves.</p>
<p>CFA is compromising safety by bringing on more contractors to work with career staff.</p>	<p>We have not proposed at any time to change our use of contractors. This position was further supported when we proposed to rollover the 2010 Agreement.</p>
<p>Firefighters will be worse off under the current offer.</p>	<p>The proposed offer included a pay rise of 19 per cent over four years (5% already provided), protected all current conditions and included new provisions in line with State Government election commitments.</p>
<p>CFA walked away from recommendations by Fair Work Commissioner Roe designed to resolve the dispute.</p>	<p>Last January, the Fair Work Commission handed down draft recommendations to focus discussions between parties and to progress negotiations.</p> <p>All parties were instructed to provide submissions on the feasibility and appropriateness of these recommendations, with a view to Commissioner Roe providing a set of final recommendations.</p> <p>These were not final recommendations.</p> <p>When Commissioner Roe asked whether the UFU would support his handing down of the final recommendations, they reserved their position.</p>
<p>CFA is in no hurry to do a deal as it is hoping career staff give up.</p>	<p>CFA wants to resolve this Agreement as quickly as possible and continues to work with Government in an effort to resolve it.</p>

	<p>At the same time as we are going through this process, the Government has committed to delivering the most significant investment for some time, including:</p> <ul style="list-style-type: none"> • 350 new firefighters • Presumptive Legislation • PTSD trial • Emergency Medical Response • Building and upgrading fire stations • New fire trucks and equipment
<p>CFA has no power to do a deal and is simply taking orders from the Minister.</p>	<p>The CFA Board Chair and the CEO are responsible for delivering and signing any new EBA.</p>
<p>The workforce should be better consulted on business and operational decisions.</p>	<p>CFA strongly supports consulting our workforce on changes and decisions about our future direction; however the UFU is seeking to have veto power over CFA decision-making in its business. That means the union must agree on changes we are proposing, not just be involved in consultation.</p> <p>Decisions that should be made by the Chief Officer, Chief Executive Officer and other management will instead be in the hands of the UFU without any accountability for the running of the organisation.</p>
<p>Career firefighters are best placed to conduct community safety and education, and new community education roles should only be filled by career firefighters.</p>	<p>All CFA members have a role in community safety and education. Our role in the community is not just about fighting fires, but about educating the community about being prepared and prevention. Often, it's volunteers who have the connections and understanding within their own communities and therefore it is the right approach for them to conduct such services.</p>
<p>CFA is attacking the 10/14 system.</p> <p>CFA wants to introduce 8/8/8.</p> <p>CFA is trying to change the Modern Award by introducing part time firefighting so that they can start to introduce brigades staffed by part-timers.</p>	<p>CFA has not challenged the 10/14 roster. Our offer involved a rollover of the 2010 Agreement and does not seek to change this roster system.</p> <p>We are seeking to amend the Modern Award so that we can offer individuals within our workforce greater flexibility over their careers.</p> <p>Any introduction of part-time firefighting would be done after extensive consultation with our members and industrial bodies.</p>
<p>CFA is holding out on resolving this Agreement when there are only a few</p>	<p>There are a significant number of clauses left to negotiate. Many of the clauses the union</p>

<p>clauses left to negotiate.</p>	<p>has asserted have been resolved have actually not been agreed to.</p> <p>There are three areas that are of greatest concern to CFA management:</p> <ul style="list-style-type: none"> • Numerous clauses seeking UFU veto rights over management decisions; • Clauses that impact on resourcing decisions that reside with the CO; • Clauses that impact on people not actually covered by the EBA, such as volunteers, BASOs etc. <p>Many of the proposed clauses being proposed are unachievable and unaffordable.</p>
<p>Communication in the past has been limited – the union is the only communication that we are receiving.</p>	<p>There has been a confidentiality agreement in place under the FairWork Commission and we have been abiding by that. The confidentiality agreement is no longer in place and we will continue to update you on negotiations.</p>
<p>The EBA does not affect the volunteers and it should not concern them.</p>	<p>There are numerous clauses that either directly or indirectly impact our volunteer base. Some of these are listed below:</p> <p>Clause 36.4 requires employees covered by the Agreement to report only to operational employees under the Agreement and to DCOs and the Chief Officer. This limits the capacity of qualified volunteers to, amongst other things, control incidents.</p> <p>Clause 44.2.7, together with clause 83.5 require 7 professional firefighters to attend a 'fireground incident before firefighting commences. This requirement will impact on CFA operational response involving volunteers in the sense that professional fire-fighters will not commence response work until 7 paid firefighters are present – regardless of the number of volunteers who are present.</p> <p>Clause 45.14 requires 4 professional firefighters on all appliances unless otherwise agreed. This will impact on CFA operational response involving volunteers in that it will prevent response until a required number of paid firefighters are present, regardless of the number of volunteers who are present.</p> <p>Clause 45.15 prevents cross-crewing of appliances unless agreed by UFU and CFA. This will impact on CFA operational response involving volunteers in that it will limit or prevent cross-crewing of appliances by volunteers.</p>

	<p>Clause 90 coupled with Schedule 20 provides strict limitations on provision of uniforms to operational staff covered by the Agreement – and limits the capacity of CFA to equip volunteer staff.</p> <p>It does this by clearly stating that station-wear and uniform and PPC must be ‘significantly visually distinguishable’ for professional firefighters and only made available to professional firefighters.</p> <p>Clause 55 provides for rehabilitation units to be staffed by professional firefighter staff. CFA currently provides for rehabilitation units whose staff include volunteers and which carry out their roles effectively. UFU is seeking to exclude volunteers from the work without reason or justification.</p> <p>Clause 17 deals with Community Education and provides that career fire-fighters will deliver community education and that volunteers may only do so when career fire-fighters are not available.</p>
<p>The EBA does not include drivers for Commanders</p>	<p>Clause 45.16 states that minimum staffing will include career fire-fighters to act as drivers for on-shift Commanders.</p>

Organisational Leadership Team – Lucinda Nolan, Joe Buffone, John Haynes, Steve Warrington, Garry Cook, Ross Sullivan, Trevor Owen, Bob Barry, Gavin Thompson, Peter O’Keefe, Kate Harrap, Emma Tyner, Todd Perkinson, Phil Harbutt, Margareth Thomas, Terry Hayes