

JOINT STATEMENT OF INTENT
BY THE
COUNTRY FIRE AUTHORITY
AND THE
UNITED FIREFIGHTERS' UNION OF AUSTRALIA

Preamble

1. This statement sets out the commitment of the Country Fire Authority (CFA) and the United Firefighters' Union of Australia (UFU) (together, the parties) to work together to implement the *Country Fire Authority / United Firefighters Union of Australia Operational Staff Enterprise Agreement 2016* (Agreement).

Oversight of the Implementation of the Agreement

2. The parties agree that the Emergency Management Commissioner (EMC) will oversee the implementation of the Agreement and provide implementation reports to the Minister for Emergency Services at six months and twelve months after the commencement of the Agreement. These reports will be made publically available and will monitor the following matters:
 - a. the effective roll-out of 350 new career firefighters at integrated stations;
 - b. the increased recruitment and support of women and other programs associated with the diversity provision at clause 52A of the Agreement;
 - c. the rollout of training of new recruits and skill development; and
 - d. the operational impact of seven on the fireground within integrated stations.

Consultation and dispute resolution

3. The parties agree that where a dispute exists regarding consultation, either party may refer the matter without any unreasonable delay to the Dispute Resolution Officer under clause 21A of the Agreement.
4. The parties agree that the Dispute Resolution Officer, provided for by clause 21A of the Agreement will be appointed without delay.
5. It is the parties' intention to resolve disputes as quickly and efficiently as practicable.

Seven on the fire ground

6. It is the mutual intention of the parties that clause 77.5, 43.2.7 and 44.13 of the Agreement operates in the following manner:
 - a. The clause only relates to integrated stations in districts 2, 7, 8, 13, 14, 15 and 27, and to Warrnambool, Shepparton and Mildura once the additional resources to achieve seven professional firefighter positions per shift in Schedule 1 are in place.
 - b. The requirement only applies to professional firefighters, it does not prevent volunteers from providing the services normally provided by volunteers.

- c. In the integrated stations where the provision applies it requires a minimum of seven professional firefighters to be dispatched to fire ground incidents before commencement of safe firefighting operations. It does not require seven professional firefighters to be physically at the fire ground before the commencement of firefighting operations.
 - d. Incident controllers maintain their discretion as to the management of resources in the interests of public safety after undertaking a risk assessment/sizeup upon arrival at the fire/incident.
7. The parties agree that they will:
- a. work together on the roll-out of the 350 firefighters and associated issues; and
 - b. work together on the implementation of the seven on the fireground dispatch model.

Location of Training

8. Clause 77.4 of the Agreement provides as follows:
- “Training will only take place at agreed recognised training locations and not at fire stations, unless otherwise agreed. This clause will not affect current arrangements regarding station drills that occur at fire stations.”
9. It is the mutual intent of the parties that the reference to station drills in the second sentence of clause 77.4 includes all forms of training such that clause 77.4 will not prevent the CFA scheduling station drills and training at fire stations or particular training locations where it is the agreed practice to schedule particular station drills and training at particular fire stations or training locations before the commencement of the Agreement

Protection of the Community

10. The parties recognise the importance of ensuring that the community are protected in accordance with the CFA Service Delivery Standards without compromising firefighter safety and not at the expense of maintaining a safe working environment. The parties commit to undertaking all steps necessary to achieve this aim in accordance with the Enterprise Agreement, based on the increased resources, both human and capital, that have been allocated for implementation during the life of the Agreement.
11. The parties also underpin the above statement with the findings and evidence that formed part of the Bushfire Royal Commission regarding the need for increased staff, improved operational Policy and Standards, stronger coordination and improved interoperability.
12. The UFU has shown their commitment to achieving the above in partnership with the CFA by inserting the following clause into the agreement:

24. PRODUCTIVITY

- 24.1. *Subject to this agreement, the parties agree to continue to work towards making agreed improvements in efficiency and productivity providing safe, satisfying and rewarding employment for employees covered by this agreement. Such improvement will be implemented via consultation as per*

clause 21 and not be at the expense of maintaining a safe working environment or reducing public safety in any way.

24.2. *The parties agree that any continuous improvement proposed in accordance with this clause is an efficiency.*

Workforce diversity and the National Employment Standards

13. It is the mutual intention of the parties that the Agreement does not exclude any provision of National Employment Standards as contained at Part 2-2 of the *Fair Work Act 2009* (Cth) and in particular section 65.

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UFU

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CFA