

SECONDMENT AGREEMENT

This Secondment Agreement is made by the following parties (**the Parties**)

COUNTRY FIRE AUTHORITY (a body corporate established under section 6 of the *Country Fire Authority Act 1958*) (ABN 39 255 319 010) of 8 Lakeside Drive, Burwood East Victoria 3151

and

Chief Officer of the Country Fire Authority

of 8 Lakeside Drive, Burwood East VIC 3151

(collectively referred to as '**CFA**')

and

FIRE RESCUE VICTORIA (a body corporate established under section 6 of the *Fire Rescue Victoria Act 1958*) (ABN 28 598 558 561) of 456 Albert Street, East Melbourne Victoria 3002

and

Fire Rescue Commissioner, Fire Rescue Victoria of

456 Albert Street, East Melbourne VIC 3002 (collectively

referred to as '**FRV**')

Background

- (a) The Country Fire Authority is a statutory authority constituted under section 6 of the *Country Fire Authority Act 1958* (Vic) (**CFA Act**) for the more effective control of the prevention and suppression of fires in the country area of Victoria. CFA is a fully volunteer fire fighting service under the command and control of a paid Chief Officer and supported where necessary by other paid staff. The Parliament recognises that this does not preclude CFA from employing paid staff in the role of Chief Officer, Deputy Chief Officer and Chief Executive Officer or from entering into a Secondment Agreement (within the meaning of section 25C(10) of the *Fire Rescue Victoria Act 1958*).
- (b) The Chief Officer has all of the duties and powers accorded that position under CFA Act 1958.
- (c) Fire Rescue Victoria is a statutory authority constituted under section 6 of the *Fire Rescue Victoria Act 1958* (Vic) (**FRV Act**) to provide for fire suppression and fire prevention services in the FRV fire district and to provide operational and management support to CFA.
- (d) The Fire Rescue Commissioner has all the functions, duties and powers of FRV.
- (e) The Parties acknowledge that additional resources and support are required for CFA and its volunteers and therefore operational and management support including administrative, training, community safety and fire safety support will be provided through this arrangement between FRV and CFA, in accordance with the requirements of this Agreement.
- (f) This Agreement supports the purposes of FRV and CFA in that FRV will provide operational and management support, including administrative, training, community safety and fire safety support, to CFA which is a

- (h) Soft resources and building facilities including desks/furniture, stationary, access to printers/photocopiers;
 - (i) Information technology systems, networks and hardware; and
 - (j) Communication equipment including telephones, teleconference and video conferencing equipment and radio infrastructure.
- 6.9. CFA shall bear the costs of the maintenance or changes to any of the security clearances, infrastructure, equipment or resources referred to in sub-clause 8.
- 6.10. CFA shall provide Secondees with appropriate financial delegations and authorisations to perform their Secondment Position.
- 6.11. CFA shall ensure that existing infrastructure at work locations at which Secondees are based meets the agreed requirements contained in the Infrastructure Design Agreements between the United Firefighters' Union and CFA forming part of the *Country Fire Authority / United Firefighters Union of Australia Operational Staff Enterprise Agreement 2016 – Final and/or Operational Staff Employment, Conditions and Entitlements Policy* and associated documents, as they existed at 1 January 2020, and any changes to infrastructure or resources provided to Secondees may only occur in accordance with any consultation obligations FRV may have under any Applicable Industrial Agreement.
- 6.12. Costs of maintenance or changes to infrastructure identified in sub-clause 11 will be borne by the owner of the property.
- 6.13. CFA shall comply with its obligations under all applicable occupational health and safety laws with respect to Secondees.
- 6.14. The Secondees have the right to be released from duty for the purpose of attending promotional programs, conferences or training provided by FRV, subject to sub-clause 6.15.
- 6.15. Where a Secondee is required or selected to undertake training provided by FRV, FRV shall provide four weeks' notice of the training to the Chief Officer of CFA and will make arrangements to maintain the relevant services to CFA during the training period. Where four weeks' notice cannot be given due to operational requirements the Fire Rescue Commissioner shall consult with CFA Chief Officer of the CFA regarding a shorter period as may be necessary.
- 6.16. CFA shall recognise the rights of any Secondee who has representative duties, including by releasing the Secondee from duty in their Secondment Position to enable them to attend at Consultation, other union meetings, conferences or training as provided for in the Secondee's Applicable Industrial Agreement.
- 6.17. Where a Secondee is to be released from duty to allow their attendance at Consultation, other union meetings, conferences or training as provided for by any Applicable Industrial Agreement, arrangements will be made to ensure reasonable notice is provided to CFA consistent with the custom and practice for such matters.
- 6.18. The Parties will consult in respect of any changes to the matters arising under this clause 6.

7. Command and control arrangements

- (a) The Chief Officer of CFA has the order and control of the work of all Secondees who are made available to CFA under this Agreement. The Parties agree that all Secondees will implement command and control arrangements at the direction of the Chief Officer of CFA.
- (b) Command and Control arrangements at incidents will be managed in accordance with the Chief Officer of CFA's Standing Orders and Operational Procedures.

- (c) The Parties will consult in respect of any changes to CFA's Standing Orders and Operational Procedures affecting Secondees.
- (d) Nothing in this Agreement will impact upon the State Control Arrangements.
- (e) The Parties agree that all operational Secondees shall have an operational reporting line.

8. Ending a Secondment

8.1. The Secondment of a Secondee shall terminate upon:

- (a) the Secondee choosing to accept a position with FRV that is not a Secondment Position;
- (b) the Secondee ceasing to be employed by FRV;
- (c) the Fire Rescue Commissioner recalling the Secondee from the Secondment Position, with reasonable notice, subject to critical operational requirements. The Fire Rescue Commissioner shall ensure the continuing provision of Operational Support to CFA where appropriate; or
- (d) the Chief Officer of CFA terminating the Secondment pursuant to ss25C(6) or 25C(7) of the FRV Act.

8.2 Employees are entitled to a fair, equitable and transparent process to review the conduct of a Secondee prior to the termination of any Secondment by CFA.

8.3 The Parties agree that ending a Secondment in accordance with paragraphs (a), (c) or (d) of sub-clause 8.1 shall not affect the employment status of the employee whose Secondment terminates.

8.4 The Parties agree that the fair, equitable and transparent process for the purpose of paragraph (d) of sub-clause 8.1 will be constituted by the following:

- (a) Where the Chief Officer of CFA receives a complaint or allegation concerning the conduct of a Secondee, and the Chief Officer of CFA has reasonable grounds to question the conduct of a Secondee, the Chief Officer will immediately make a request to the Fire Rescue Commissioner to investigate the matter;
- (b) Upon receipt of a request under paragraph (a), the Fire Rescue Commissioner shall take immediate steps to investigate the matter pursuant to the terms and processes prescribed under the Applicable Industrial Agreement and shall act diligently to complete the investigation in a timely manner.
- (c) Having regard to the nature of the complaint or allegation that has led to the Chief Officer of CFA to request the investigation, and the Chief Officer of CFA reasonably considers that it is warranted, the Chief Officer of CFA may request of the Fire Rescue Commissioner that the Secondment of the employee in the Seconded Position may be temporarily altered to an alternative Seconded Position within CFA or the Secondment of the employee suspended, at any stage during the investigation, in accordance with the terms of the Applicable Industrial Agreement. The Fire Rescue Commissioner will do so, in accordance with the terms of the Applicable Industrial Agreement.
- (d) In the event of a suspension of a Secondment of an employee arising from paragraph (c), the Fire Rescue Commissioner will place the employee in another FRV position whilst the investigation is underway, or the employee is suspended or stood down, only in accordance with the terms of the