

Applicant: United Firefighters' Union of Australia

Respondent: Fire Rescue Victoria

STATEMENT OF JAMES KEFALAS

I, Senior Station Officer James Kefalas, of Geelong City Fire Station, say:

Introduction

1. I am employed by Fire Rescue Victoria (**FRV**). I have been employed by the Country Fire Authority (and then FRV) since 12 March 2001. I hold the rank of Senior Station Officer (**SSO**) and have held this rank since February 2012.
2. I am an elected member of the Victorian Branch Committee of Management of the United Firefighters Union of Australia (**UFU**).
3. I am authorised to make this statement of behalf of the UFU.
4. Unless otherwise stated, the facts in this statement are within my own knowledge, information and belief.

Attendance at informal bargaining meetings with FRV representatives

5. In 2019, the UFU provided a copy of its first Log of Claims to an appointed bargaining representative for the new Fire Rescue Victoria.
6. From 2020 to April 2022, I attended informal bargaining meetings with FRV representatives as an authorised UFU representative. I attended many of these meetings.
7. At these meetings, UFU and FRV representatives worked through the UFU's Log of Claims. Many of the clauses in the UFU's Log of Claims were the same or similar to the clauses that appear in the *Fire Rescue Victoria Interim Operational Employees Enterprise Agreement 2020*.
8. The Log of Claims evolved as UFU and FRV representatives reached agreement on items. I was present, and involved in discussions, regarding a number of these clauses. Examples of some of the clauses agreed to by the parties during this process include (with reference to Version 14 of the proposed Operational Staff Agreement):
 - a. Clause 12 – Alignment
 - b. Clause 13 – Senior Operational Personnel Rank Alignment
 - c. Clause 15 – Support to other Agencies

- d. Clause 51 – Internal Secondment of Operational Staff (ISOS) program
 - e. Clause 51.10 – Interdivision Firefighter Program
 - f. Clause 94 – Amenities
 - g. Clause 132.14 – Ladder Platform Operator Allowance
 - h. Clause 132.22 – Attendance at Training
9. At the time that FRV was authorised to commence formal bargaining, there were a number of matters that UFU and FRV had “reserved” for discussion in formal bargaining. Some examples of these matters include Income Protection, Health Insurance, Workcover Claims Officer.

Attendance at formal bargaining meetings with FRV representatives

10. On 23 April 2022, I attended a meeting with FRV representatives and other UFU representatives. At that meeting, the outstanding matters were discussed and the parties agreed that UFU would prepare a Log of Claims reflecting the matters agreed to date between the parties, as well as other claims not yet agreed or not yet discussed. The parties also agreed to the date of the first formal bargaining meeting.
11. Formal bargaining commenced on 26 April 2022. I attended most meetings in 2022 as an appointed UFU representative.
12. At the second bargaining meeting on 3 May 2022, UFU tabled Version 9 of the proposed Operational Staff Agreement and a “Priority Matters” document which explained the UFU’s claims. The majority of the items listed were matters that had not yet been agreed. However, some items were listed with a comment such as “Wages & Allowances: Claim not included. To be finalised.” Or “Schedule 1: 5-year staffing claim not included in Log of Claims (due to size) but has previously been shared with FRV in the context of discussions about fireground safety. UFU can provide at next meeting (10 May 2022) as separate document”.
13. Version 9 of the proposed Operational Staff Agreement tabled by UFU on 3 May 2022 contained an accurate reflection of the discussions between UFU and FRV representatives including negotiation and agreement on most clauses.
14. At the third bargaining meeting on 10 May 2022, FRV tabled its response to Version 9 of the proposed Agreement. This response reflected that the vast majority of clauses were agreed by FRV and UFU. The Minutes of that meeting state “Peter Parkinson discussed in some detail items listed in the FRV response document, noting that this initial response is subject to an electronic review of the documents. **Emphasis was placed on the items which FRV does not agree to.**” (emphasis added).
15. From that meeting, FRV and UFU focussed on the outstanding items (i.e. the items that FRV indicated it did not agree to). UFU and FRV bargaining representatives continued to negotiate these outstanding items. I was present at most of these meetings.
16. In addition to my attendance at bargaining meetings, I have also represented the UFU at specific bargaining-related meetings alone. For example:

- a. I attended meetings to work through, and agree, the new State IMT Allowance with FRV bargaining representatives.
 - b. Because of my experience in dealing with firefighter safety and safe staffing requirements, I was also involved as the UFU representative in formulating enhanced safe staffing levels for the proposed Operational Staff Agreement. In doing so, I worked closely with Deputy Commissioner Ken Brown to discuss and work towards FRV's operational needs and firefighter safe staffing requirements. Additionally, I presented on the safe staffing requirements on a number of occasions to FRV senior representatives, including to then-Fire Rescue Commissioner Ken Block, and FRV adopted in full FRV and UFU's work.
17. On 11 August 2022, the UFU provided to FRV bargaining representative Alex Sands a copy of Version 10 of the proposed Operational Staff Agreement and an explanatory table of all changes made from Version 9.
 18. On 7 September 2022, the UFU provided to FRV bargaining representatives by email a copy of Version 11 of the proposed Operational Staff Agreement and an explanatory table of all changes made from Version 10.
 19. On 23 November 2022, the UFU provided to FRV and the Fair Work Commission a copy of Version 12 of the proposed Operational Staff Agreement and an explanatory table of all changes made from Version 11.
 20. On 20 March 2023, the UFU provided to FRV a copy of Version 13 of the proposed Operational Staff Agreement and an explanatory table of all changes made from Version 12.
 21. On 27 June 2023, the UFU provided to FRV a copy of Version 14 of the proposed Operational Staff Agreement. This document reflects all final, agreed clauses. The only outstanding matter is the wages and allowances quantum increase.

The importance of concluding bargaining

22. In addition to my involvement as an appointed UFU representative for bargaining, I am also a UFU representative on the FRV/UFU Consultative Committee and several sub-committees. In these roles, I work very closely with FRV to work through, and ensure implementation of, harmonisation of the two current operational cohorts (Former MFB and Former CFA) of FRV.
23. Throughout this collaborative and positive industrial relationship between UFU and FRV, both UFU and FRV recognised the importance of concluding bargaining to deliver the full potential of fire services reform and the new FRV. Concluding bargaining, with all terms as agreed and reflected in Version 14 as well as a fair monetary outcome for firefighters, will be for the benefit of FRV, FRV Firefighters/UFU members, and the Victorian community.

Statement of Commissioner Wilson

24. On 19 June 2023, Commissioner Wilson issued a Statement setting out the following:

[2] Bargaining has progressed very well to the point that the UFU and FRV now report that since the last conciliation conference held on 27 April 2023 all outstanding matters have been resolved, save for the matter of an offer for increases to wages and related monetary allowances.

I refer to LC-7 of the Witness Statement of L Campanaro and a copy of the Statement.

25. The Commissioner's Statement was extremely important as it accurately reflected the position of the UFU and FRV. That is, that **all outstanding matters had been resolved**, save for an offer for increases to wages and related monetary allowances. Given the amount of work undertaken during bargaining culminating in the Commissioner's Statement, I believed that the FRV would honour their agreement.

Efficiencies to contribute to fair wages offer for Firefighters

26. As part of my role as an elected official of the UFU, I have been part of numerous meetings to identify efficiencies, review efficiencies (monetary savings) costed and provided by FRV, and also discussed the implementation of efficiencies for the betterment of the organisation.
27. At all times, I operated on the basis that that the efficiencies would flow to UFU operational members/staff covered by the FRV Operational Staff Agreement.
28. Firefighters' work and work practices have in many regards changed significantly from when the fire services were separate entities, and their co-operation with the FRV to achieve harmonisation was critical to the success of the FRV.
29. In my role as both a UFU official and an on-shift firefighter, I speak to members daily. Firefighters have been and are experiencing pressure due to rising interest rates. I have observed an increasing level of concern and financial distress amongst firefighters made worse because of the delay in the Government authorising FRV to make a fair wages offer to the UFU.
30. I don't think there is any prospect of agreement unless efficiencies are recognised and included in any offer.



James Kefalas

Date: 11 August 2023